

Expires June 30, 2025

AGREEMENT BETWEEN
WESLEYAN UNIVERSITY
AND
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 153 (the union we affiliated with)
WESLEYAN UNION OF STUDENT EMPLOYEES (our union name)
RESIDENT ADVISORS, HOUSE MANAGERS & COMMUNITY ADVISORS
(the workers included in the contract)

PREAMBLE

This agreement is entered into on December 14, 2022, between the Office & Professional Employees International Union, Local 153, AFL-CIO, henceforth referred to as the Union, and Wesleyan University, or the University.

The parties desire to cooperate in establishing conditions which will provide workers with competitive wages and conditions of employment that contribute to a positive work environment with fair and reasonable conditions. In addition, the parties seek to provide methods for the fair and peaceful adjustment of all disputes which may arise between them to secure uninterrupted operations of the University.

This part just describes the purpose, goals, and intentions of this contract.

ARTICLE I – RECOGNITION

The University recognizes the Office and Professional Employees International Union Local 153, OPEIU, AFL-CIO as the sole and exclusive representative of the bargaining unit for all matters concerning wages, hours, and other terms and conditions of employment. The Union and the University agree that the appropriate unit includes all Residential Advisors (RA), Community Advisors (CA), and House Managers (HM).

This part states that the union exists and who it applies to (all RAs, CAs, and HMs during all of the year).

ARTICLE II – MANAGEMENT RIGHTS

No provision of this Agreement will be deemed to limit or curtail the University in any way in the exercise of the rights, powers and authority which the University had prior to acquiring an obligation to bargain collectively under the Act; and the University will continue to retain said rights, powers and authority, whether exercised or not, unless, and only to the extent that, the specific provisions of this Agreement explicitly curtail or limit such rights, powers or authority. Only action taken by the University in contravention of an explicit provision of this Agreement will be subject to the Grievance Procedure set forth in this contract. Nothing in this article shall conflict with Section 7 of the National Labor Relations Act.

This section gives management the ability to continue making decisions about programming and the content of the ResLife curriculum and delineates the types of things they can change without having to consult the union first. The phrase Section 7 of the National Labor Relations Act will keep coming up in this document, and it refers to legally protected forms of protest and labor organizing within a workplace. For more information consult: <https://www.nlr.gov/about-nlr/rights-we-protect/the-law/interfering-with-employee-rights-section-7-8a1>.

ARTICLE III – WORK CONTINUITY

During the term of this Agreement neither the Union nor any Workers will engage in, encourage or sponsor any strike, sympathy strike, work stoppage, slowdown or other form of action which results in work curtailment or restriction, or which interferes with or adversely affects the operation of the University. The University will not lockout its Workers. Nothing in this article shall conflict with Section 7 of the National Labor Relations Act.

This restricts the type of protest that workers can perform (including striking), and ensures the school will never lock us out of the buildings.

ARTICLE IV – UNION RIGHTS

Section 1. Union Membership

Union agrees that all Workers who apply for Union membership will be accepted into membership on the same terms and conditions generally applicable to other Union members, subject only to the provisions of this Agreement, and, further, that the University will not be requested or required to discharge any Workers pursuant to these provisions for any reason other than such Worker's failure to tender either (i) the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or (ii) the monthly service fee under the terms and conditions of this Section 1.

Anyone who is an RA, HM, or CA is a part of the union!

Section 2. Beck Ruling

Union will perform its legal obligations as determined by the case Communications Workers of America v Beck (1988) and subsequent NLRB rulings.

The Union will explain the process of joining the union or what happens if you choose not to join.

Section 3. Data to the Union.

The University agrees to supply the Union with the name, campus address, stipend amount, date of hire, job title, home address, and Wesleyan email of workers covered by this Agreement within thirty (30) days of the date of ratification, excluding those RAs, CAs, or HMs who have requested, in accordance with state and federal statutes, to have such information withheld. The University will supply this information at the beginning of the Fall and Spring term. The Director of Residential Life will notify the Union of any changes that occur during the semester via email.

This states all the information that the University will share with the Union so it can communicate to its members.

Section 4. Indemnification

Union will indemnify and hold University harmless for and against any claims brought by any Workers as a result of University's compliance with the provisions contained in this Article.

The Union cannot get mad at the University if the University is doing something it is allowed to do in this contract.

Section 5. Dues Check Off

The University agrees to deduct from the Workers' monthly paycheck, following the receipt of an authorization executed by the Workers, the uniform periodic dues and assessments authorized to be deducted in the amount specified by the Union in writing. A copy of such authorization will be provided to the Union. The University shall provide to the Union the amount deducted each term (including spring, fall, winter, summer), accompanied by a list of Workers from whose wage's deductions have been made. The list will include the full name of the Workers and the total amounts deducted from each Worker that has paid dues to the Union. Information pursuant

to dues payment based on membership will be provided by the Union to its bargaining unit members.

(a) Within thirty (30) days following the effective date of this Agreement or within thirty (30) days following the date of employment, whichever later occurs, each Worker shall, as a condition of continued employment, pay to the Union either (i) the initiation fee and the regular monthly dues uniformly required of all Union members or (ii) a monthly service fee in an amount not greater than that portion of the regular monthly dues which represents the cost of collective bargaining, contract administration and grievance adjustment, provided that this Section 1 (a) (ii) shall apply only to those present Workers who have elected prior to the effective date of this Agreement to pay the service fee in lieu of joining the Union; if any such Workers later decides to join the Union, the provisions of Section 1 (a) (i) shall thereafter apply.

These two sections explain how the dues (money paid to the Union) work.

Section 6. New Member Orientation

The University will provide an opportunity for each new Worker to be addressed by a steward or representative of the Union to be designated by the Union for the purpose of explaining the collective bargaining relationship between the Union and the University. The designated steward or representative of the Union will conduct this during normal work hours, as part of their regular job function. This union orientation will occur during the Workers' training period (typically before the first semester of employment) for new Workers covered by this agreement and will be one hour (1) hour in duration at a regular time established upon mutual agreement.

This section explains how new workers will learn about the union and its processes.

ARTICLE V – UNION ACCESS

Section 1. Union Representative

The Union will designate in writing to the University the name of a representative of the Union who will be responsible for the bargaining unit. The Union may assign a different representative through written notice to the University.

The University agrees that a representative of the Union shall have access to the place of business for the purpose of investigating grievances, settling grievances, and for meeting with Workers during non-working periods. The Union representative will notify the University representative (Assistant Vice President for Human Resources) of any visits to campus prior to those visits and will adhere to university protocols and procedures when coming on site.

Details how the Union Representative from OPEIU will come on campus.

Section 2. Union Access to Resources

Bargaining unit members shall have the right to use University-provided means of communication (that require a university email) during non-work hours for purposes of union activity.

Details the rights that students who are a part of the Union have to use University-affiliated tools of communication.

ARTICLE VI – SHOP STEWARDS

The Union shall provide a list of shop stewards to the University including the name and contact information for the Chief Steward.

Shop stewards are Union members (RA, CA, or HM) who want to be more involved in the Union.

ARTICLE VII – NON-DISCRIMINATION

The parties agree that neither party will discriminate against a Worker based on the basis of race, color, creed, age, national origin, alienage or citizenship status, gender (including gender identity), sexual orientation, disability, arrest or conviction record, pregnancy, sexual and other reproductive health decisions, credit history, salary history, caregiver status, marital status, partnership status, status as a victim of interpersonal and/or domestic violence, religion, sex, genetic information, military status, involvement in Union or labor organizing activities, as protected under Section 7 of the National Labor Relations Act, or any other characteristic as protected by law.

Lists all the different groups they won't discriminate against.

ARTICLE VIII – AMERICANS WITH DISABILITIES ACT

Wesleyan University is committed to making our campus and our online presence accessible for all users.

To this end, Wesleyan complies with applicable state and federal laws, including Section 504 of the Rehabilitation Act of 1973, which states, "No otherwise qualified individual with a disability in the United States...shall, solely by reason of their disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Americans with Disabilities Act of 1990, as Amended (ADA) extends some of these stated provisions.

This is literally the same as the text on the Wesleyan website describing how Wesleyan is compliant with the ADA.

ARTICLE IX – SANCTUARY CAMPUS

The University will require that any federal immigration agent, Immigration and Customs Enforcement (ICE) agent, Department of Homeland Security (DHS) agent, or Middletown Police Officer (MPD) comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any workers. If the University is served with a validly executed search or arrest warrant, the University shall arrange for a questioning of workers to occur in as private a setting as possible. The University will notify the Union if the University learns of an immigration investigation regarding a worker.

Nothing in this provision shall be deemed to restrict Wesleyan Public Safety Officers from enforcing Wesleyan policy or applicable law not related to immigration status.

The University will only comply with ICE, DHS, and MPD when they are legally required to.

ARTICLE X – TERMS OF APPOINTMENT

Section 1. Appointment Terms

Appointments for RAs, HMs, and CAs, shall be no longer than one (1) academic year, which is defined as consecutive fall and spring semesters, including all pre-service and in-service training, and opening and closing of residences and semester breaks as scheduled by the Office of Residential Life. The appointment of RAs, HMs, and CAs at different points of the academic year will also conclude at the end of the spring semester. Summer appointments extend from the end of the spring semester until the beginning of the fall semester; winter appointments extend from the end of the fall semester until the beginning of the spring semester.

Workers who are approved to study abroad in the spring semester will be released from their contract at the end of the fall semester.

Details how long you work for ResLife when signing your contract and when you are expected to be on campus.

Section 2. In-Residence Requirements

All RAs, HMs, and CAs, are required to be in-residence and to participate fully in all training and operational activities prior to the opening of the residences.

All RAs, HMs, and CAs are required to stay through the closing of the residences each semester.

States that you have to be on campus for trainings and through closing.

Section 3. Evaluations

If a RA, HM or CA received a satisfactory evaluation and has not been disciplined by the department of Residential Life, the RA, HM or CA may grieve a non-reappointment to the same position. Any such grievance must be filed within one week of not being rehired.

If you got a satisfactory in your first evaluation and are not hired back next year to the same position they were in before, they make go through the grievance process.

Section 4. Reappointment – Non-Grievance

If a RA, HM or CA applies for appointment to multiple positions covered by this collective bargaining agreement and is reappointed to any one of the positions, they may not grieve the reappointment position.

If you apply for multiple positions and get one of them, you cannot grieve that reappointment.

ARTICLE XI – LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose

The purpose of the Labor-Management Committee is to discuss and resolve problems and processes of mutual concern. The committee shall be composed of ten (10) members: five (5) representing the Union and five (5) representing the University. The Labor-Management Committee shall not have the authority to discuss or resolve grievances or to engage in collective bargaining.

Labor Management Committee is a group of RAs, CAs, HMs, and University administration who will meet regularly to solve issues that come up.

Section 2. Meetings

The Labor-Management Committee will meet twice each semester and at other times as needed.

Both parties may submit items for the agenda at least five (5) days in advance. If either side will be bringing additional individuals to a meeting, they will notify the Labor-Management Committee at least five (5) days in advance. A note-taker shall be appointed each meeting. Summary notes will be distributed to each representative within five (5) days of the meeting.

For the interest of furthering workplace inclusivity, each semester, the Labor-Management Committee will utilize one of its meetings to discuss the upcoming hiring procedure so that Workers will avoid:

1. Being placed in single-gendered housing uncorrelated to that Worker's gender identity,
2. Being placed in known proximity to a former abuser or assailant,
3. Tokenization– being placed in identity-based housing without the Worker' consent,
4. Other relevant factors to be determined on a case-by-case basis.

Here are some of the reasons that the group will meet to discuss.

ARTICLE XII – DISCHARGE AND DISCIPLINE

Section 1. Seven Tests

The University may discipline or discharge a Worker for just cause. The seven tests the University must meet for just cause are as follows:

1. Notice – Was the Worker adequately warned of the consequences of their conduct?
2. Reasonable Rule or Order – Was the University's rule or order reasonably related to the efficient and safe operations of the University?
3. Investigation – Did management fairly and objectively investigate before administering discipline? This would include conducting interviews, gathering evidence, and/or any other proper and objective investigative procedures.
4. Fair Investigation – Was the investigation fair and objective?
5. Proof – Did the investigation produce a preponderance of sufficient and credible evidence of proof of guilt?
6. Equal treatment – Were the rules, orders, and penalties applied evenhandedly and without discrimination?
7. Appropriate discipline/penalty – Was the penalty reasonably related to the seriousness of the offense and past record? Did it take into account any mitigating, extenuating, and aggravating circumstances?

In order for someone to be fired, all of these 7 things need to be true.

Section 2. Progressive Discipline

The University shall utilize the following progressive discipline procedure: verbal warning, written warning, final written warning (probation), and discharge. However, depending upon the severity of the violation, a higher level of discipline may be initially required (see discipline chart for specific examples – included as an addendum; the discipline chart is not an exhaustive list).

If, upon joint investigation by the Union and the University, or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that a Worker has been

unjustly discharged or disciplined, such Worker shall be reinstated and shall be compensated by the University for the time retroactive to the discharge and/or disciplinary action without any reduction in pay for the time out of work computed at the standard level of compensation received by the Worker prior to the date of discharge.

This basically means you cannot just get fired unless you did something really bad.

Section 3. Union Notification of Discipline

The University agrees to notify the Chief Steward and Union Representative in advance of issuing any disciplinary action, verbal warning or greater, and provide the reason for such discipline.

The University has to notify the Union before issuing any disciplinary action.

Section 4. Weingarten Rights

Among the rights protected by Section 7 of the National Labor Relations Act (NLRA) is the right of union-represented Workers, upon request, to have their representative present during an interview that the Worker reasonably believes could lead to discipline. This right was first articulated by the Supreme Court in the case, *NLRB v. J. Weingarten, Inc.* A Worker's requested representative is often referred to as a "Weingarten representative." A Weingarten representative may only be a union steward, business agent or officer, or fellow Worker. Workers may not request a non-employee representative unless that individual is an officer or business agent of the Worker's union (for example, a Worker may not request a private attorney or a family member as their Weingarten representative if that individual has no affiliation with the Worker's union).

Weingarten representatives are entitled to provide advice and active assistance to Workers during investigatory interviews. The University will honor any such request for a Weingarten representative so long as that choice does not unduly interfere with the University's ability to conduct its investigation.

If a worker has a meeting where they believe could lead to discipline, they can reach out to the Union to have someone sit in and provide advice and assistance.

ARTICLE XIII – GRIEVANCE AND ARBITRATION

Section 1. Definition

A grievance within the meaning of this Agreement shall be any disagreement, controversy, or dispute arising between the parties hereto relating to the interpretation or application of any provision of this Agreement.

Section 2. Format

An aggrieved Worker shall present a grievance within thirty (30) days of its occurrence, or when the Worker or the union ought to have known, or such grievance will be deemed waived by the Union and the University. Grievances shall be filed with the attached form.

A grievance may be amended up to and including Step 2 of the procedure if the factual basis of the complaint is not materially altered.

Section 3. Resolution at Lowest Level.

The grievance procedure outlined herein is designed to facilitate resolution of disputes at the lowest possible level of the procedure. It is therefore urged that parties attempt informal resolution of all disputes and to avoid the formal procedures.

Section 4. The Grievance Procedure.

The following steps shall be followed to proceed with a grievance:

Step 1. The Worker shall submit the grievance form to their Area Coordinator who shall respond in writing to the grievance within ten (10) working days of receiving the grievance. The Worker may ask for a steward to be present. In the event the grievance is not satisfactorily settled, the grievance shall move to Step 2 within ten (10) working days of the supervisor's written response.

Step 2. The Worker and Steward shall discuss the grievance with the Director of Residential Life who shall respond to the grievance in writing within ten (10) working days of such meeting. In the event the grievance is not satisfactorily settled, the grievance shall move to Step 3 within ten (10) working days of the written response.

Step 3. The Worker, Union Representative, the Associate Dean of Students, and the Associate Vice President of Human Resources, or designee shall meet to discuss the grievance. The University Representatives in attendance will respond in writing. In the event the grievance is not satisfactorily settled within ten (10) working days after such meeting, the grievance may be taken to arbitration by either the Union or the University upon proper written notice to the other party. If demand for arbitration is not made within the thirty (30) day period following the meeting, the grievance will be deemed waived.

Grievances involving discharge or suspension shall be initiated at Step 3 above. If the University fails to meet any of the foregoing time limits, the union can move the grievance to the next step. Any time limits may be extended by mutual agreement, set forth in writing and signed by the parties.

This whole section is super important and gives everyone access to a clear and transparent process for if they have experienced any kind of disagreement, controversy, or dispute with the Office of Residential Life in your position as a worker.

ARTICLE XIV – HEALTH AND SAFETY

No RA, HM or CA shall be forced to work in a situation which presents a serious threat to their health or safety. Any RA, HM or CA who has a reasonable belief that they have been assigned a task that presents a threat to their health or safety shall immediately contact the Area Coordinator on call or available ResLife leadership member. In the case that the staff member continues to refuse to work after receiving a response from the ResLife leadership team, they may be subject to discipline, which may be grieved through the process outlined in this contract.

It is vital to have it in writing that “No RA, HM or CA shall be forced to work in a situation which presents a serious threat to their health or safety.” This means that if you

feel unsafe while performing your job you can refuse to do the unsafe part, and if you get in trouble for refusing to work, you can go through the grievance procedure outlined above.

ARTICLE XV – WORK SCHEDULES

The University and the Union recognize that the job duties and responsibilities of the Resident Advisor, House Manager and Community Advisor positions do not conform to a standard work schedule and that individual schedules may vary. However, the work schedules for each of these positions shall be consistent with the needs and goals of the university and shall be performed with the knowledge and consent of the Residential Life leadership staff.

This contract defines “work” as time designated specifically to fulfilling the job expectations of a given position, including but not limited to: duty shifts, individual interactions, community events, lesson plans and meetings. Duty coverage will be arranged during pre-service training where possible.

It is understood that the university schedule will require that these positions will work more than the average hours per week at some points, including but not limited to periods of time used for training programs, opening and closing of residence halls, and campus emergencies

Average hours per week are as follows:

Resident Advisors: 20 hours (inclusive of a standard number of duty shifts as designated by duty rotation for a given location)

House Managers: 12 hours

Community Advisors: 8 hours (inclusive of a standard number of duty shifts as designated by duty rotation for a given location)

The standard duty shifts per semester will be 20. Individuals may work less than 20 shifts per semester, but their compensation will not be affected by working less than 20 shifts. If, however, an individual is required to work more than 20 shifts per semester (whether due to understaffing, emergencies) then they would be entitled to the per diem rates that have been agreed to in this contract.

This section does two things. First, for international students, it makes clear just how many hours per week each of these jobs constitutes. **These are not new numbers**, they are the numbers that ResLife has been using internally even before this contract. Our aim in including them in this document and in the contracts moving forward is so that there is greater transparency and so that international students are aware of the number of hours they are working each week, which can at times be ambiguous with ResLife. This clarity is integral to making sure that students are not inadvertently working too many hours, and jeopardizing their ability to apply for visas and such in the future. The second thing that is important is this idea of standard duty shifts. Noting that the number of RA duty shifts are different based on your location, this section is aimed at equalizing the work and making sure that workers get compensated if they have to take more than their fair share of duty dates per semester.

ARTICLE XVI - COMPENSATION

Section 1. Seniority Pay

At the end of the third and subsequent semesters (Spring and/or Fall) that an RA, HM, or CA works for the Office of Residential Life as either a RA, HM, or CA, they will receive an additional \$250 (subject to applicable taxes). This amount is not added to their base pay. Semesters completed prior to the effective date of this contract will count towards seniority but payment will not be retroactive.

Currently there is no seniority pay (junior and senior RAs and HMs get paid more, but that is not reflective of the number of years they have worked for ResLife, but rather the fact that the cost of housing is greater for juniors and seniors). This system will change that.

Section 2. Per Diem Rates and Summer Break

Per diem rates will be CT Minimum wage x 12 hours, divided by 2. Payment will be in the next possible paycheck.

Currently the Per Diem rate is \$25 and with this starting next semester with this contract in place it would be \$84.

Per diem rates are provided for shifts worked in excess of 20 shifts (for the fall and spring semesters). Per diem rates will also be paid during winter break, spring break, fall break, and Thanksgiving break.

A stipend of \$2,500 will be paid during summer break. In previous years Summer RAs have just had the cost of housing waived, but if you have financial aid your cost of housing over the summer is already covered, which has resulted in students simply not benefitting from working this job, which this payment structure would change.

Section 3. Payment Structure for Spring and Fall Semesters

Effective January 1, 2023, annual stipends will be as follows:

Resident Advisors - \$11,500

House Managers - \$6,900

Community Advisors - \$4,600

All three of these are significant increases over current pay. For sophomore RAs this is a \$3,124 increase, junior and senior RAs this is a \$1,713 increase, for sophomore HMs this is a \$3,410 increase, for junior and senior HMs this is a \$1,681, and for all CAs this will be a \$1,893 increase.

Effective July 1, 2023, and July 1, 2024, stipends will increase by the combined percentage increase that the comprehensive attendance fee (tuition, housing and meals) increases plus one percent. (e.g., if the tuition, housing and meals increase by 4%, then the stipends will increase by 5%).

This is important because as the school increases cost of attendance they will also have to pay us more in accordance with inflation, which is not something that the University currently guarantees for any of its employees. This is the reason why your 2023-2024 paychecks are higher than those received in the spring semester (even accounting for your added seniority).

ARTICLE XVII- HOLIDAYS

When RAs and CAs are on duty on one of the below Holidays, they will receive an additional shift credit towards their duty shift requirements during that term.

Labor Day (1st Monday of September)
New Year's Eve (December 31)
Martin Luther King Day (3rd Monday of January)
Juneteenth (June 19th)
July 4th

This means if you work on this holiday, it will count towards the average duty shifts per semester, moving you one day closer to getting paid a per diem rate for your duty.

ARTICLE XVIII – BEREAVEMENT

In the event of a death in the immediate family *, or of a close relative ** or partner, a Worker will be granted up to five (5) days of leave without loss of pay.

*Immediate family is exclusively defined as spouse, domestic partner; parent/guardian, brother, sister, child, parent-in-law, brother-in-law, sister-in-law, grandparent, grandchild.

**Close relative is exclusively defined as aunt, uncle, cousin, nephew, niece.

The Director of Residential Life may also approve bereavement for close friends or partners as they see fit. Bereavement time cannot be unreasonably denied. Additional days off may be granted by the Director of Residential Life with or without pay.

Coverage and deadlines for job responsibilities will be discussed and established with the supervisor.

This is important because it makes the expectations and processes clear so that there is equal treatment and that kindness is not circumstantial.

ARTICLE XIX – LEAVES OF ABSENCE

Section 1. Medical Leave

A. Short Term Leave: Upon request for a leave of absence, an RA, HM, or CA shall be granted a short- term leave of absence with pay in the event the Worker becomes incapacitated due to personal illness or injury. The amount of time granted shall be at the discretion of the University depending upon the circumstances involved and in consultation with the University Medical Director. Short term leave will be anywhere from 1-14 days with no limit of the number

of short-term leaves taken per semester. This applies to students with illness or injury that affects them for only one day, as well as those that are more long-lasting (up to the 14-day definition). Examples may include but are not limited to: Covid, Mono, Flu, Migraine, etc.

A. Long Term Leave: In situations where an RA, HM or CA is incapacitated for longer periods of time (15+ days) due to illness or injury, upon satisfactory evidence of need for a leave of absence, requests for long term leave of absence without pay and reinstatement at a later date will be considered by the University.

Section 2. Coverage

When requesting a leave, Workers should seek coverage responsibilities during their leave period. If the Worker is unsuccessful, they should work with their Area Coordinator to negotiate coverage.

Section 3. Connecticut Voting Leave

On Election Day, Workers who are voting in person are permitted two (2) hours of unpaid leave for the purposes of voting. If this interferes with their RA, CA, or HM duties, they will notify the Area Coordinator on call and will find duty coverage for their missed time within an hour and a half prior to the start of their duty. If no one is available, the Area Coordinator on call will identify another Worker to provide coverage and hold the phone until they return.

This section similarly outlines different types of leave so that all workers know what types of leave are available to us.

ARTICLE XX – EMERGENCIES AND NATURAL DISASTERS

An emergency is defined as any specific unforeseen event that necessitates a reaction that is not in the normal daily course of duty of the Workers. This includes natural events such as floods, fires, or hurricanes.

In the case of an emergency or natural disaster, the University can take the course of action that seems fit without the consent of the Union. However, it must keep the Union informed of the unforeseen emergencies and natural disasters that its RAs, CAs, and HMs have to deal with within 24 hours after the emergency or disaster takes place. Email notifications will be sent to the Union Stewards as well as the OPEIU representative notifying bargaining unit members in a timely manner.

During the emergency, there will be at least two (2) Management representatives (ACs, HRs, or other administrators) on site for the duration of the emergency. Managerial responsibility for responding to any emergency will not fall entirely on the Workers.

RAs, CAs, and HMs will not work more than a twelve (12) hour shift; if more labor is necessary, RAs, CAs, or HMs from other areas shall be called on to cover for the remaining time. RAs, CAs, and HMs who work a minimum of 6 hours during an emergency or natural disaster, and who were not scheduled for duty on that particular day, will receive an additional day towards their standard number of duty shifts per semester, as outlined in Article XV (Work Schedules).

After an emergency has occurred, the next staff meeting for the area(s) affected will be a debrief of the experience. If multiple areas are affected, this meeting will be a collaborative meeting with all staff members affected. The University will create emergency protocols for emergencies and natural disasters to be included in the staff manual and to be shared with the Union and the Bargaining Unit within a month of the event occurring.

This is designed to prevent many of the difficulties that were faced during the Butts Flood of 2021 and the Covid Issues during fall 2020.

ARTICLE XXI - SEPARABILITY

If any provision in this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or through valid Governmental Regulations or Decree, such provision only will be thereby invalidated and of no further force and effect, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

If a part of this contract is deemed illegal, only that part is nullified, the rest of the contract is still in place.

ARTICLE XXII - DURATION OF AGREEMENT

Unless otherwise provided, this Agreement is effective January 1, 2023, and will continue in full force and effect until midnight, June 30, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___th day
Of Dec _____, 2022.

Management	Union
Andrew Y. Tanaka Reader Senior Vice President, Chief Administrative Officer and Treasurer	
Michael Whaley Vice President for Student Affairs	

Lisa Brommer Associate Vice President for Human Resources	
Toby Bates Assistant Vice President for Human Resources	
Frances Koerting Associate Dean of Students	
Maureen Isleib Director of Residential Life	