

TENTATIVE AGREEMENT
BETWEEN NORTHEASTERN UNIVERSITY AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1021

Northeastern University and Service Employees International Union, Local 1021 hereby enter into this Tentative Agreement to modify the existing staff collective bargaining agreement effective for the period July 1, 2022 through June 30, 2025, as extended by mutual agreement between the parties and amended, as set forth below. The terms of this Tentative Agreement shall be incorporated into a draft Memorandum of Agreement between the parties, which shall be subject to ratification by the union and approval by the university.

ARTICLE XVII - SEIU RIGHTS

- (A) Upon request by SEIU, the University shall provide, at no cost, facilities to conduct business of the SEIU bargaining unit staff members if space is available and does not cause any disruption to University operations or classes. The University reserves the right to limit the how facilities are used by the Union if and when use is approved, and to revoke use if inconsistent with approved scope of use.
- (B) Bargaining unit staff mailboxes (if any exist) may be utilized by SEIU for purposes of SEIU communication to bargaining unit staff members.
- (C) SEIU staff and bargaining unit staff members may utilize the University email system for purposes of SEIU communication to bargaining unit staff members.
- (D) SEIU shall have the use of a designated bulletin board for the posting of SEIU material that is directly relevant to the bargaining unit. Such bulletin board shall be visible and accessible to bargaining unit staff. Any posting approval process that applies for other non-student groups shall apply for SEIU.
- (E) The SEIU stewards shall officially represent SEIU on the campus. The name of the SEIU stewards shall be provided to Human Resources or designee by September 15th and February 15th of each year.
- (F) The SEIU rep has the right to access the campus to communicate with members about matters directly relevant to the bargaining unit subject to following the same rules that apply to employees regarding access to campus.
- (G) Stewards and Officers shall be allowed reasonable paid release time for union-related duties including but not limited to: processing grievances, conducting workplace inspections, educating members about their rights, participating in collective bargaining, or to represent unit members in meetings which may

result in disciplinary action consistent with Weingarten rights. The Union will provide advance notice to HR and the relevant supervisor of the need for release time to avoid any disruption in University operations. If the University believes that the stewards or officers are abusing release time or disrupting University operations, it shall request a meeting with the SEIU rep. which shall occur as soon as feasible. The parties agree to schedule union release time with HR and the relevant supervisor by mutual agreement to avoid disruption to University operations.

ARTICLE XIII – OFFICE SPACE AND SUPPORT

The University will attempt to identify office space during the academic year for Children's School bargaining unit teachers. This designated space shall identify the bargaining unit staff member as an occupant. Additionally, Children's School bargaining unit members will have continuous access to a dedicated private space as necessary for conversations concerning confidential student matters. Access to space must be arranged in advance wherever possible with the relevant supervisor. for confidential conversations. This space will be soundproof and able to be used without interruption to Children's School operations.

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ARTICLE V - JOB DESCRIPTIONS

Each newly hired bargaining unit member shall receive a copy of their job description if it was not provided during the hiring and onboarding process. Incumbent staff members and the Union may request a copy of a unit member's job description from HR. The University will provide copies of all bargaining unit job descriptions to the Union with a copy of the job description or posting, as applicable, with any notice contemplated by Article I, Section A. Staff members may request a meeting with Human Resources to discuss any part of their job description that they believe to be inaccurate, but they should first discuss any perceived inaccuracies with their supervisor. The meeting with HR shall take place within thirty (30) days of the request.

The parties understand that the University may make changes to job titles, roles, responsibilities and descriptions, consistent with University operational needs and goals, but that employees will not be required as a result of any such changes to work beyond their regular work hours. The University will provide notice to the Union of any changes made to a bargaining unit job description and an updated job description. If the changes to the position are significant, the Union has the right to request to bargain over the impact on the affected employee.

ARTICLE I – RECOGNITION

A. Exclusive Representative

The University recognizes the Union as the exclusive representative of the employees defined in this Article for the purpose of collective bargaining whose positions pertain to and work at the Oakland Campus, Mills College at Northeastern, at 5000 MacArthur Boulevard, Oakland, CA. All University Full Time and Regular Part Time Staff in the list of job titles set forth in Appendix A; excluding full- time and part-time faculty, temporary employees, volunteers, interns, student-employees, guards or security, and all confidential employees, managerial employees.

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and supervisors as defined in the NLRRA. Public Safety staff are excluded as guards. Staff in Human Resources office and Dean's Office and executive assistants to ~~Cabinet~~University officers are excluded. Also excluded are employees who do not work at the Oakland Campus or whose jobs are primarily related to areas other than Mills College at Northeastern. For the avoidance of doubt, positions that primarily pertain to the Oakland Campus but are hybrid or remote are not excluded.

The list of covered job titles as of the effective date of this Agreement is attached in Appendix A. Titles primarily related to Mills College at Northeastern and substantially similar or share a community of interest with the titles below will be added to the bargaining unit according to the following procedure. ~~The University shall provide the Union with a written notice of any new titles within thirty (30) days of filling the position. Should the Employer wish to create any new non-supervisory, non-managerial, and/or non-confidential Oakland-based staff title, the Employer shall make reasonable efforts to notify the Union in writing at least thirty (30) calendar days before the new title is posted for hire. The Notice shall include the Employer's proposal on whether the new classification should be included in the bargaining unit if any such determination has been made by the notice date, along with the Employer's proposed terms of employment for any such new included title if those terms differ in any material way from terms and conditions set forth in this Agreement.~~

The subject line of any Notice will reference "New Title Notice."

~~The Union will have thirty (30) calendar days from receipt of Notice from Employer to request to bargain over Employer's proposed terms of employment for any such new title classification. If the Union does not request to bargain within thirty (30) calendar days from receipt of Notice, the Union will be deemed to have assented to the Employer's proposed terms. The parties do not intend that any bargaining request will delay the University from extending an offer to a candidate.~~

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-If the Union contends that any future title should be included in the bargaining unit, it shall notify the University, and the parties shall meet and discuss the Union's contention in good faith. Any dispute shall not be subject to the grievance and arbitration procedure. Staff members with a job title in Appendix A that is grant-funded and who are employed full-time will be included but may be subject to different terms given the nature of funding that the University does not control.

The Union may approach the University to discuss adding any existing positions to the bargaining unit that are substantially similar to the included titles, share a community of interest with included titles and not within the scope of the exclusions. If the University agrees to add any new title, the Union can request to bargain over the pay rates of their employment. The University will make reasonable efforts to inform the Union when it hires a temporary employee into a position listed in Appendix A.

(B) Bargaining Unit Information:

On at least a monthly basis, the University will provide to the Union a list of the unit members that includes:

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- i. Each employee's name:
- ii. Employee id number:
- iii. Job Title:
- iv. Department:
- v. Rate of Pay:
- vi. FTE:
- vii. Benefit Status:
- viii. University email address:
- ix. Primary phone number:
- x. Home address:
- xi. Date of Hire.

All information will be provided electronically.

ARTICLE XXI – HEALTH BENEFITS, RETIREMENT, TIME OFF

Amend the last sentence of the Vacation Benefits section of Article XXI - Health Benefits, Retirement, Time Off, as follows, to be effective upon ratification of this Agreement:

This vacation benefits section shall not apply to bargaining unit members at the Mills College Children's School. These employees shall not accrue any paid vacation time, effective
[INSERT DATE OF RATIFICATION].

Amend the first sentence of the second full paragraph of the Paid Holidays section of Article XXI - Health Benefits, Retirement, Time Off as follows, to be effective upon the date of ratification of this Agreement:

Effective upon [INSERT DATE OF RATIFICATION], bargaining unit employees paid at an hourly rate at the Mills College Children's School shall receive applicable additional paid holidays observed by the Children's School, which include the Monday-Wednesday preceding Thanksgiving, any days in addition to the Winter Break identified above, and Spring Break.

Sick Leave Benefits

Amend by adding the following sentence at the end of the first full paragraph:

To the fullest extent permitted, this agreement shall operate to clearly and unequivocally waive any provisions of the Oakland Paid Sick Leave Ordinance and the San Francisco Paid Sick Leave Ordinance.

ARTICLE VII - REDUCTION IN BARGAINING UNIT POSITIONS

When the University determines that it will reduce bargaining unit positions that will result in permanent layoffs, it shall proceed in accordance with this Article:

1. **Notice to Union:** The University shall provide as much notice as possible to the Union and employees of any layoffs, including all notice required by state and federal law. Any employee affected by layoff will receive at least fourteen (14) days' notice or pay in addition to any applicable severance pay. The notice to the Union shall identify the names and job titles of individuals subject to layoff, as well as the individual's division and/or department and date of hire. The University will discuss any layoffs with the Union in advance of any layoffs. The discussions shall focus on the determinations discussed in paragraphs 2 and 3 below. The parties agree that only paragraph 1 of this article shall apply for grant funded employees, unless such employee is laid off during the term of the grant that funds their position, and not due to a reduction of grant funding during the grant term, in which case paragraph 5 shall apply. The parties agree that only paragraph 4 of this article shall apply for grant-funded employees.
2. **Seniority and Skills:** Selection for layoff will be in reverse order of seniority among those employed within the same division among those who have comparable skills. For purposes of layoff, the earliest date of hire with the University shall be the seniority date.
3. **Volunteers:** Any notice to the Union shall identify any individuals who volunteer for layoff. If the volunteer has comparable skills and job performance of the individual selected whom he/she are offering to replace in the layoff, and there is no appreciable resulting greater cost to the University in substituting the volunteer, the University will offer the individual identified for layoff an opportunity to remain employed and substitute the volunteer for layoff.
4. **Recall:** Employees other than volunteers who are laid off shall be placed on an offer of recall list for 12 months from the effective date of layoff. Selection for recall shall be in order of seniority among those on a recall list from the same department and/or division, assuming all have comparable skills and job performance in their former position. Employees who are offered recall will be notified by email and are required to respond to the University within ~~fifteen (15)~~ five (5) calendar days of the date of notification. It is the employee's responsibility to notify University HR of any change of email address and of home address. Failure to respond by email to accept the recall shall result in removal from the recall list. Employees recalled shall repay by payroll deduction the amount of severance that they received that exceeds the number of weeks during which they were on layoff status. Employees recalled within three months of a layoff will retain their seniority. Employees recalled within twelve months of a layoff will retain their seniority.

5. **Severance Pay:** ~~Employees who are laid off will receive severance pay equivalent to 2 weeks of pay for each year worked with the University.~~ Bargaining unit members employed as of January 1, 2026 will receive severance pay equivalent to 2 weeks of pay for each year worked with the University, counting Mills College time as applicable, not to exceed 26 weeks (the University's applicable severance policy cap at the time of agreement). The 26-week cap shall be in effect through July 1, 2026. Thereafter, severance pay shall be capped at 18 weeks or the university policy, whichever is greater, and ~~Employees~~ must as a condition of severance execute a waiver of claims/general release. The University shall provide the Union a copy of the waiver of claims/general release, and at the Union's request, the parties shall discuss the language.

6. **Health Benefits:** The University will cover the employer's share of COBRA costs for laid off benefits-eligible employees equal to the number of months covered by severance pay, unless that employee becomes eligible for an employer-sponsored health plan from another employer, or health insurance through a spouse, sooner. In the event that the number of weeks of severance only covers the portion of a month equal to two weeks or more, COBRA cost coverage will continue until the end of the partially covered month. The Union agrees to notify the University of any such eligibility and to inform employees that they must notify the University of any such eligibility.

ARTICLE IV – NEW EMPLOYEE ORIENTATION

~~At the time of each new staff employee orientation held by the University, either virtually or in person at the Oakland campus. Each month the University shall notify and provide the Union with a list of employees hired in the prior month pursuant to Article I, Section B, highlighting any new hires, and the Union representatives will be permitted to make a presentation of up to thirty (30) minutes to any new bargaining unit members within thirty (30) days of their hire date, who are part of the orientation, and present written materials to these individuals. The presentation shall occur after the end of the University orientation period and shall be on paid time during scheduled working hours and must be arranged to not interfere with University operations. No disciplinary action will be taken against new employees based upon whether they who choose to attend or not to attend the Union presentation.~~

The University shall include in their new hire packet ~~and distribute at the new employee orientations~~ the current Union membership and COPE (Committee On Political Education) forms as provided by the Union, a copy of the link to the Collective Bargaining agreement and the contact information of the Union Representative, Chapter Officers and Union Stewards, all of which the Union shall provide to the University.

ARTICLE XX – COMPENSATION

Article XX shall be amended to reflect the following:

Effective January 1, 2026, all rates of pay will be increased by 2%. The following positions

will, in lieu of receiving the 2% increase, have the contractual rate adjusted as follows and effective January 1, 2026:

Library Evening/Weekend Monitor: \$28.00/hour

Mail Room and Copy Specialist: \$28.00/hour

Program Assistant – METS: \$28.00/hour

Housekeeper: \$28.00/hour

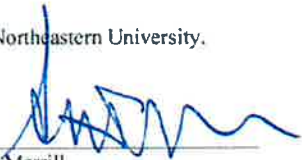
Event Set Up Technician: \$28.00/hour

No bargaining unit members will receive a pay increase of less than 2%.

Effective January 1 2027, all rates of pay will be increased by any FY27 merit increase percent and implementation as determined by the University for University divisions.


Effective January 1 2028, all rates of pay will be increased by any FY28 merit increase percent and implementation as determined by the University for University divisions.

For Northeastern University,


Scott Merrill
Vice President, Labor Operations
Northeastern University

Dated: 1/11/26

For the Service Employees International
Union, Local 1021


Matt Kennedy
Field Representative
SEIU, Local 1021

Dated: 1/14/26