

Contracts can be full of confusing jargon, so we've tried our best to simplify each article within the contract below. While all are important, some are probably more applicable to the daily life of an RA, so this page starts with those. Feel free to read further down the page if you want all the nitty gritty details!

The Articles That Are Important To You

Wages

The contract spells out some details that we're leaving out for concision, so if you're an RA that was here prior to ratification, take a look at the contract for further questions.

The base pay for RAs was set in 2022 as follows:

The first three grades are hourly rates, while the last three are salary rates.

Job Title	Base Pay (Hourly)
Lab Assistant	\$15.50
Clinical Research Coordinator CRA 1 / TRA 1	\$21.00
CRA 2 / TRA 2 Research Special Assistant	\$23.03
RA 2 on-call	\$51,896.00
Sr. TRA / CRA	\$53,851.00
Research Specialist	\$54,995

- For each year of relevant experience that exceed the required years of relevant work experience to qualify for the position, an employee will receive a 2.5% increase. (ex: an RA 1 with 1 full year of experience will get \$21.00 + 2.5%)
- An RA hired after ratification will be given the same rate as current employees who have the same relevant work experience (ex: an RA 1 with 1 year of relevant experience hired in October 2023 has the same experience as an RA 1 who started in September 2023 with no relevant work experience, so will receive \$21.00 + 2.5%, which is the rate of an RA 1 who started in September 2023).

For the three-year lifespan of the contract, employees will receive a 2.5% increase. The timing of this increase is dependent upon whether the employee was here before ratification of the contract (9/13/22).

Hired prior to 9/13/22.

- Annual 2.5% increase on the anniversary of the contract (9/13/23 and 9/13/24)

Hired after 9/13/22.

- Annual 2.5% increase on the employee's anniversary date

Meal Breaks

All RAs are entitled to an unpaid 30-minute uninterrupted lunch break for shifts longer than 6 hours. If an RA does not take their lunch break, they have a right to waive said break (on UKG).

MBTA pass

All RAs can get a pre-tax auto refilling monthly MBTA pass. This happens through PeopleSoft and is automatically deducted from the third paycheck each month. If you sign up before the third paycheck, you will receive the pass for the next month, while if you cancel before the third paycheck you will not pay for the next month.

Materials and Expenses

All materials and expenses that are required by the Hospital for your job shall be provided to you at no cost. If you are required to travel to a secondary location to complete duties, you will be entitled to reimbursement for parking, public transportation, or mileage, as well as any other travel fees.

Safety

The Hospital must provide safe working conditions. PPE will be given with no cost to the employee where it is needed. The hospital shall not discipline or discharge an employee for refusing to work without PPE.

Unsafe conditions will be reported to the Hospital, and a timeline for resolution of the problem shall be given.

The Hospital will not discipline, discharge, or retaliate against an employee for refusing to do their job due to safety concerns if the employee has requested that the Hospital correct the safety hazard, but the Hospital has failed to do so, and the safety concern presents imminent danger of death or bodily harm.

Benefits and Policies

The contract supersedes all Hospital benefits and policies, however, all Hospital benefits and policies *not* superseded by the contract are still in effect. This includes tuition assistance, health insurance, PTO, etc.

Temporary Out of Grade Service

If an employee is assigned job duties of a higher paid position that has been vacated for more than 20 days, they should request a meeting with the Labor Management Committee within 50 days of the vacancy to discuss higher compensation.

Job Duties

RAs can request a copy of their job duties upon hire and upon promotion. If an RA will be expected to regularly work nights, weekends, or another non-regular schedule, they will be informed of this at hire.

RAs will be paid for attending lectures, seminars, workshops, trainings, conferences, and Hospital committee meetings (except Labor-Management) that are required or approved in advance by their supervisors.

All tasks that RAs are assigned must contribute to the development, execution, administration, and/or presentation of scientific research.

Union Security

All RA employees hired after June 21, 2021, are required to become a dues-paying part of the union **as a condition of employment**. Paying dues starts after 90 days of employment (the end

of the probationary period). Instead of dues, employees can pay an agency service fee (this is usually for a religious exemption). However, any per-diem employee that works fewer than 8 hours in a pay period will not have dues deducted during said pay period. *Our dues are set by AFSCME and come out to 9.75/week.*

Non-discrimination

Neither the Hospital nor the Union will discriminate on the basis of any legally protected class, including race, color, religion, ancestry, national origin, sex, gender identity, gender expression, sexual orientation, military or veteran status, age, disability, status as a victim of domestic violence, genetic information, marital status, pregnancy or pregnancy-related conditions.

Training

All necessary trainings for an RA's job shall be provided by the Hospital. They will be mandatory and considered a part of the employee's workload (i.e., cannot be required to be completed outside of working hours).

Discipline and Discharge

Discipline and Discharge must have Just Cause

The 7 tests of Just Cause are as follows:

- Prior Enforcement - no discipline for a violation that the employer hasn't been enforcing.
- Due Process - employer must promptly hold an interview or hearing before disciplining, and once assessed, discipline can't be increased.
- Substantial Evidence - charges must be proven by substantial and credible evidence.
- Equal Treatment - employer may not give greater punishment to one employee than another for the same or similar offense.
- Progressive Discipline - for non-egregious misconduct, employer must provide at least one level of discipline that allows opportunity for employee to improve.
- Mitigating and Extenuating Circumstances - discipline must be proportional to offense, taking into account any mitigating, extenuating, or aggravating circumstances.
- Fair Notice - no discipline for violation of a rule whose nature/penalties have not been made known.

Any discipline or discharge should follow progressive discipline:

1. Documented Verbal Warning
2. Written Warning
3. Final Written Warning (with or without disciplinary suspension)

Records of verbal warnings shall not escalate after 12 months from their original date as long as no further discipline has been given within that period. Written and verbal warnings may be grieved.

The Articles That Are Important To Us

Grievance and Arbitration

This article sets up the grievance procedure, which is our mechanism for keeping the Hospital accountable to our contract. There are multiple steps, which start with informal resolution, and can escalate to an arbitration. If you believe your rights granted by the contract have been violated and you want to grieve it, reach out to a union rep to start the process as soon as you can.

Labor Management Committee

There is a committee made up of members of the Hospital and the Union to deal with employee concerns. This meets once a month unless otherwise stated.

Probationary Period

The first 90 days of employment are a probationary period for employees. There is also a probationary period after a transfer to a different lab or job classification. During this probationary period, an employee can be fired without just cause.

Hiring and Union Orientation

The Hospital will inform new employees that the Union is their bargaining representative at hire, and that they will inform the Union of a new employee's start date no later than the Friday before their start.

We are also granted a 30-minute new employee orientation on the day of the new employee's orientation.

Union Access

Employee Union representatives can be released to attend Union Orientation, investigatory meetings, Labor Management Committee Meetings, and Grievance proceedings and arbitration. In addition, non-employee Union representatives (AFSCME) can be on campus with 24-hour notice (or less in the case of an emergency).

The Union can request meeting spaces on campus with two week's notice, and requires space be given on existing physical bulletin boards in areas where RAs work.

No Strike

As a part of negotiations, we gave up our right to hold a strike, sit-down, sit-in, boycott, sick out, slowdown, sympathy strike, work stoppage, refuse to cross a picket line, picket, leaflet, and interrupt the Hospital's operations. We agreed not to threaten to engage in these actions either.

The Articles That Just Have To Exist

Recognition

This article formally recognizes the Union as the bargaining agent for all Clinical and Technical Research Assistants (1, 2, and Senior), Clinical Research Coordinators, tissue coordinators, Clinical Research Liaisons, Lab Assistants, and Research Specialists. If your job title is one of the above, you're in the union!

Management Rights

We give explicit permission to the Hospital to continue to control management and business decisions, including grant management, hiring, training, transfer and layoff of employees, disciplining and discharging employees with just cause, investigating misconduct, determining job duties, and issue and enforce reasonable rules and policies.

If another contract is not agreed to by the end of this one, all of the management rights laid out in the article will continue until the next agreement is reached.

Severability

If we accidentally agreed to anything illegal, it doesn't count.

Term and Termination

The contract lasts from 9/13/22 until midnight on 9/13/25, and each year afterwards unless either party gives 90-day notice prior to 9/13/25 that they want to open negotiations.