

1 collective bargaining rights as public employees, and that the requirements for an add-
2 on election have been met. Therefore, the CERB orders an add-on election to be
3 held so that the Peer Mentors may decide whether or not they wish to be included in the
4 RA bargaining unit.

5 Statement of the Case

6 On May 6, 2014, the Union filed a petition seeking to represent the Peer Mentors
7 employed at the University's Amherst campus. The petition sought to include the Peer
8 Mentors in an existing unit of RAs through an add-on election. On July 24 and 25, 2014,
9 a duly-designated DLR hearing officer¹ held a hearing at the Department of Labor
10 Relations (DLR).

11 At the close of the hearing, the University requested that the record remain open
12 until October 31, 2014 to allow it to create a revised Peer Mentor position description
13 and add that document into evidence. The Union opposed that request, and both
14 parties submitted case citations in support of their positions on that issue. The Hearing
15 Officer denied the motion and closed the record² on July 30, 2014. Both parties

¹ The hearing officer recused herself from this case after the hearing and subsequently left the DLR's employ.

² Neither party filed a motion to reopen the record. We therefore rely on the facts that the parties presented in July of 2014.

1 submitted post-hearing briefs on August 20, 2014.³

2 Stipulations of Fact

- 3 1. The University of Massachusetts/Amherst, acting through its Board of Trustees
4 (University) is a public employer within the meaning of Section 1 of the Law.
5
- 6 2. The United Automobile, Aerospace and Agricultural Implement Workers, Local 2322
7 (Union) is an employee organization within the meaning of Section 1 of the Law.
8
- 9 3. The position of Peer Mentor that is the subject of the petition in Case No. SCR-14-
10 3687 is currently unrepresented.
11
- 12 4. The University and Union are parties to a collective bargaining agreement effective
13 July 1, 2012 through June 30, 2015 covering Resident Assistants and Apartment
14 Living Advisors, and excluding all other titles.⁴
15
- 16 5. In the 2013-14 academic year,⁵ the University employed 416 Resident Assistants
17 and 70 to 75 Peer Mentors, and it will employ approximately the same numbers in
18 the 2014-15 academic year.
19
- 20 6. The Union seeks an add-on election among Peer Mentors to include the position in
21 the Resident Assistant bargaining unit.
22
- 23 7. The job descriptions of Resident Assistant and Peer Mentor for academic years
24 2013-14 and 2014-15 were entered into the record as joint exhibits. The 2015-16
25 position description for Peer Mentors has not been drafted.
26
- 27 8. The parties are not invoking managerial, confidential, or supervisory status under the
28 Law as the basis for exclusion of the Peer Mentors from the bargaining unit.
29

³ We deny the University's request – conveyed to us for the first time in its post-hearing brief - to admit the rejected exhibits. DLR Rule 13.03(1), 456 CMR 13.03(1), states in pertinent part that, prior to the close of a hearing, a party may seek relief from a ruling or order of the hearing officer in the following manner: (a) the motion for relief must be in writing and addressed to the [CERB]..." Because the University did not file a written interlocutory appeal with the CERB prior to the close of the hearing, we need not revisit either her Ruling on the University's request to keep the record open post-hearing, or her rulings excluding certain documents from the evidentiary record.

⁴ The position of Apartment Living Advisor no longer exists.

⁵ References to successive years, i.e., 2013-2014, describe academic years, which begin in the fall of the first-year and end in the spring of the following year.

- 1 9. The Peer Mentors appointed through the 2014-15 academic year are part-time
2 student staff members assigned and required to live in First-Year residence halls.
3 They assist and support first-year students in transitioning to college life through
4 means described in the job description.
5
- 6 10. Peer Mentors have, in prior years, worked an average of 15 hours per week,
7 commencing prior to the start of the academic year and ending at the close of the
8 academic year. They are appointed on a year to year basis.
9
- 10 11. Peer Mentors in the 2013-14 and 2014-15 academic years received and will receive
11 compensation as described in the respective job descriptions under the heading
12 "Compensation."
13
- 14 12. Peer Mentors are undergraduate students enrolled in degree granting programs.
15
- 16 13. Peer Mentors must have a minimum GPA at entry and maintain a minimum GPA to
17 remain in the program. They must be free of current conduct sanctions and remain
18 so throughout their appointment.
19
- 20 14. Peer Mentors are subject to well-planned training and supervision.
21
- 22 15. In order to hold the position of Peer Mentor, the person must be eligible for student
23 payroll and be a US Citizen or hold a F1 or J1 visa.
24
- 25 16. Peer Mentors are covered by the Workers Compensation Act, M.G.L. c. 152.
26
- 27 17. Peer Mentors receive biweekly paychecks from which federal and state income tax
28 is deducted.
29
- 30 18. Peer Mentors appointed through the 2014-15 academic year who are not meeting
31 expectations may receive verbal or written warnings, probation or termination in
32 accordance with a document entitled "PM Disciplinary Sanctions."
33
- 34 19. Resident Assistants are part-time student staff members who live in residence halls
35 and support student learning, personal growth and academic achievement. Resident
36 Assistants are charged with community building, which includes but is not limited to
37 enforcing student conduct policies and documenting violations of such.
38
- 39 20. Resident Assistants are supervised by Residence Directors and Assistant
40 Residence Directors.
41
- 42 21. Resident Assistants work an average of 20 hours per week, including nights and
43 weekends commencing prior to the start of the academic year and ending at the
44 close of the academic year. They are appointed on a year to year basis.
45

- 1 22. Resident Assistants in the 2013-14 and 2014-15 academic years received and will
2 receive compensation as described in the respective job descriptions under the
3 heading "Compensation."
4
- 5 23. Resident Assistants are undergraduate students enrolled in degree granting
6 programs.
7
- 8 24. Resident Assistants must have a minimum GPA at entry and maintain a minimum
9 GPA to remain in the program. Those GPA minimums are lower than those required
10 of Peer Mentors. They must be free of current conduct sanctions and remain so
11 throughout their employment.
12
- 13 25. Resident Assistants are subject to well-planned training and supervision.
14
- 15 26. Resident Assistants must view their program as their primary employment and may
16 have second jobs only with permission.
17
- 18 27. In order to hold the position of Resident Assistant, the person must be eligible for
19 student payroll and be a US Citizen or hold a F1 or J1 visa.
20
- 21 28. Resident Assistants are covered by the Workers Compensation Act, M.G.L. c.152.
22
- 23 29. Resident Assistants receive biweekly paychecks from which federal and state
24 income tax is deducted.
25
- 26 30. Resident Assistants who are not meeting expectations may be terminated.
27

28 Findings of Fact

Organizational Background

29 The Union is the exclusive representative for a bargaining unit of 416 resident
30 assistants employed at the Amherst campus of the University. The RA unit was formed
31 in 2002 following an election that the CERB ordered in Case No. SCR-01-2246, Board
32 of Trustees, 28 MLC 225 (January 18, 2002). In that case, the CERB decided that the
33 students who were performing services in residence halls had collective bargaining

1 rights and comprised an appropriate bargaining unit.⁶ The Union and University are
2 parties to a collective bargaining that is in full force and effect through June 30, 2015.
3 The parties bargain over terms and conditions of employment, but have agreed to
4 specifically exclude “all academic matters and all non-employment matters related to
5 the student status of bargaining unit members.”

6 The University houses over 13,000 students at its Amherst campus. It has 49
7 residence halls clustered into 29 communities that are supervised by 29 Residence
8 Directors (RDs). Certain communities have Assistant Residence Directors (ARDs) as
9 well. On staff at each residence hall, except for certain apartment residences, are RAs
10 who report to the RDs and ARDs. Residence halls are segregated by college year;
11 certain halls are restricted to freshmen, others are for sophomores only, and some are a
12 mixture of upper class students. First-year students are required to live in dedicated
13 first-year residence halls. A Peer Mentor and an RA are assigned to each floor within a
14 freshman residence hall.⁷ There are approximately 70-75 Peer Mentors employed by
15 the University. Approximately 180 of the 416 RAs employed in 2013-2014 worked in
16 first-year residence halls.

17 “Student Affairs and Campus Life” and “Academic Affairs” are separate
18 administrative branches of the University. Academic Affairs includes the Undergraduate
19 Advising Department, which provides undergraduate advising support for all

⁶ In a previous decision, the CERB affirmed the right of students at the University’s Lowell Campus to organize into a unit of graduate assistants and research assistants. University of Massachusetts, 20 MLC 1453, SCR-2215 (April 15, 1994).

⁷ The University has residential academic programs known as RAPs where the students’ course work is connected to their residential community. The University attempts to place Peer Mentors in RAPs that match their academic major or are as closely aligned as possible.

1 undergraduate students, including direct advising support to students who have not
2 declared a major. Student Affairs includes the Residential Life Organization, which is
3 responsible for all aspects of the residence halls on campus. Residential Education, a
4 component of the Residential Life Organization, encompasses the student life aspects
5 of residence halls, i.e., community development, student conduct, crisis management,
6 and student leadership. The Peer Mentor program had been housed in Residential Life
7 since its inception, however, the University began transitioning the program to
8 Academic Affairs in the 2013-2014 academic year.

9 **The Peer Mentor Position**

10 The Peer Mentor position began in the fall of 2004 as a pilot position when the
11 University launched its Residential First Year Experience (RFYE) program for students
12 in their first year of enrollment. The purpose of the Peer Mentor program was to provide
13 academic support for first-year students. Peer Mentors are undergraduate upper class
14 students who live in RFYE residence halls, and mentor, in a peer-to-peer model, first-
15 year students in their academic transition to the University.

16 **Duties and Responsibilities**

17 Peer Mentors are required to be on campus prior the start of each semester and
18 are expected to greet new residents and help them move in. During the academic year,
19 Peer Mentors hold programs for students that are academic in nature, such as study
20 habits and finding classes. Peer Mentors also arrange monthly or bimonthly faculty
21 “chats” that connect faculty and students, and are assigned to a Residential Academic

1 Success Center (RASC) five hours per week to answer student questions.⁸

2 Although Peer Mentors are trained to answer questions that are of an academic
3 nature, students often approach them with non-academic issues such as homesickness,
4 alcohol use, roommate disagreements, struggles outside of the classroom, and
5 struggles to fit in. A Peer Mentor will talk to the student about those issues and can also
6 refer the student to an RA or the University's Health Services.

7 In addition to programming and RASC hours, Peer Mentors are required to
8 interact with students at least two hours per week for what are called mentoring hours.
9 Mentoring hours, which involve interacting with first-year students in their residence, are
10 tracked and documented, and may include both academic and non-academic activities.
11 The University deems academic responsibilities to include answering student questions
12 related to test-taking skills, time and stress management, registering for classes, finding
13 classes on campus, and accessing library and other campus resources, rather than
14 answering substantive questions related to specific courses' materials.

15 Peer Mentors are not responsible for enforcing the University's rules. However, if
16 a Peer Mentor observes a student committing a campus code of conduct violation, the
17 Peer Mentor cannot ignore the situation, but must bring it to the attention of an RA, RD,
18 or ARD, or file an incident report themselves. For minor violations, Peer Mentors can
19 issue a warning instead.

20 **Supervision**

21 Learning Communities Graduate Assistants (LCGAs) directly supervise Peer

⁸ The RASC is an office that is located in every community and in most of the RFYE dormitories. It is available so that students can "drop in" and ask questions about academic and non-academic issues.

1 Mentors. LCGAs are full-time graduate students enrolled in a Masters or Ph.D. program.
2 RDs and ARDs may also provide functional supervision to Peer Mentors. LCGAs
3 conduct mid-year and end-of-the-year evaluations of each Peer Mentor's job
4 performance. Peer Mentors attend weekly staff meetings with their LCGAs. Peer
5 Mentors also attend monthly staff meetings with RAs and senior staff (LCGAs, RDs, and
6 ARDs) in their cluster to enhance communication and promote group unity.

7 **Application Process and Eligibility Requirements**

8 To be eligible for a Peer Mentor position, the applicant must be a full-time
9 undergraduate student enrolled in a degree-granting program with a cumulative GPA of
10 at least 2.75, enrolled in 18 or less credits per semester, eligible for student payroll, and
11 free from current conduct sanctions at the time of and throughout employment.⁹ If a
12 violation of these requirements does occur, Peer Mentors are subject to progressive
13 discipline or termination.

14 There are different but overlapping application processes for the Peer Mentor
15 and RA positions. The Peer Mentor position has a separate application. Applicants
16 who meet the minimum eligibility requirements are invited to be interviewed. Incumbent
17 Peer Mentors conduct individual interviews of Peer Mentor candidates. In addition to
18 individual interviews, current RAs and Peer Mentors conduct group interviews of
19 prospective Peer Mentors and RAs. The residence life staff selects the Peer Mentors.

20 **Training**

21 Peer Mentors are required to participate in pre-service and in-service trainings.
22 Pre-service training occurs in August and January, directly before the fall and spring

⁹ Peer Mentors selected to work in the Commonwealth Honors College Residential Community must have a 3.4 cumulative GPA at the time of application.

1 semesters. The University trains Peer Mentors on non-academic issues, i.e., Title IX,
2 mental health, fire safety, and crisis management, as well as academic issues, since
3 issues impacting a student's social well-being and physical and mental health can also
4 affect their academic success. The training includes a library tour, information about the
5 academic requirements of various colleges, changes to the requirements for certain
6 majors, and other information that is helpful to first-year students' success. Peer
7 Mentors historically received training from Undergraduate Advising only in August and
8 January, but since the Fall 2012 semester, they have received Undergraduate Advising
9 training on a monthly basis as well.

10 **Compensation**

11 The Peer Mentor position is valued at \$6,750 for the 2014-2015 academic year.
12 This figure includes a waiver of the surcharge for a single person living in a double room
13 alone (approximately \$1,200) and cash remuneration totaling \$5,550. The 2014-2015
14 Peer Mentor position description indicates that the cash remuneration breaks down to
15 \$10 per hour for 34 weeks of work. Peer Mentors receive biweekly paychecks with
16 federal and state income tax deducted, and they are covered by the Workers
17 Compensation Act, M.G.L. c.152.

18 **Work Schedules and Work Year**

19 The contract period for Peer Mentors is one full academic year, beginning with
20 the training periods in August and continuing through the end of classes in the spring.
21 Peer Mentors can leave campus as soon as they are done with their final examinations.
22 Peer Mentors work an average of 15 hours per week, with some periods of time
23 requiring greater staffing demands, e.g., orientation and special events. As previously

1 noted, Peer Mentors are assigned to a RASC five hours per week to answer student
2 questions and must spend at least 2 hours interacting with their residents.

3 **Planned Future Changes to the Peer Mentor Position**

4 The University is in the process of changing certain aspects of the Peer Mentor
5 program and position. This process had its roots in late 2011, when the University
6 announced that the Peer Mentor position would be eliminated for the 2012-2013
7 academic year. Students protested that decision, and in response to their concerns, the
8 University formed the Working Group on Student Success (WGSS) to assess its
9 residentially-based academic programs. The WGSS began meeting in January of 2012,
10 and initially focused on establishing a residential peer tutoring program. Former Provost
11 James Staros (Staros) later broadened the group's focus to assess which residentially-
12 based academic programs and services would add value to the student experience. The
13 University decided to retain the Peer Mentor positions while the assessment was
14 ongoing.¹⁰

15 The WGSS conducted its assessment through the 2012-2013 academic year.
16 During that time period, the University employed a combination of Peer Mentors and
17 academic success coaches (ASCs) in a pilot program.¹¹ Unlike Peer Mentors, ASCs
18 did not live in the residence halls. Instead, they focused completely and solely on
19 academics, and received supervision and training from Undergraduate Advising. The

¹⁰ The assessment included on-line surveys of first-year students at three points during 2012-2013: new student orientation, early November, and early April.

¹¹ The pilot program initially included other kinds of academic support that are not at issue here, such as additional out-of-class instruction ("supplemental instruction") and efforts to connect first-year students with research opportunities ("undergraduate research").

1 University continued the pilot program, with certain modifications, through the 2013-
2 2014 academic year. During 2013-2014, the University gave Peer Mentors the
3 academic support training that the ASCs had received, so that the Peer Mentors could
4 better assist first-year students academically.

5 The WGSS continued to meet in the fall of 2013. They concluded from the
6 assessment data that the Peer Mentors were interacting more with the first-year
7 students because they were living in the residence halls with them. The WGSS also
8 found that the academic support that the ASCs provided was extremely beneficial and
9 more intensive than what the Peer Mentors had been asked to do. Consequently, at
10 their September 25, 2013 meeting, the WGSS formed a subcommittee to create a
11 position that would combine the ASC role with the live-in aspect of the Peer Mentor role.
12 On October 24, 2013, the subcommittee recommended to the WGSS that the University
13 eliminate the ASC position, retain the Peer Mentor position and title with changes, and
14 require all Peer Mentors to take an academic course for credit from Undergraduate
15 Advising throughout their tenure in the position.¹² It would be a pass/fail course, and all
16 students who passed would be eligible to be a Peer Mentor the following year.

17 The subcommittee proposed to launch the new Peer Mentor course in the Fall of
18 2015. They explained the proposed delay by noting that more time was needed to
19 communicate the revised expectations and enable Peer Mentors to make educated
20 decisions about continuing as Peer Mentors in the next academic year; make staffing

¹² The subcommittee proposed that Peer Mentors receive internship credit in the second year of the Peer Mentor program. The University allows students in other programs, such as the nursing and hotel training programs, to earn academic internship credits for internships and practicum experiences.

1 adjustments in Residence Education and Undergraduate Advising; enable
2 Undergraduate Advising to develop the new Peer Mentor course, including writing the
3 curriculum, and preparing textbook and materials; and develop training plans so that
4 course instructors and Peer Mentor supervisors would be ready to instruct and
5 supervise the Peer Mentors.¹³

6 The WGSS accepted the subcommittee's recommendation on October 24, 2013.
7 On October 28, 2013, the WGSS forwarded a written recommendation to Staros
8 proposing to eliminate the ASC position, retain the Peer Mentor position and title with
9 changes, and create a blended, live-in position incorporating the Peer Mentor personal
10 and social development responsibilities with an increased academic support role. In its
11 recommendation, the WGSS indicated that it would be developing a one-credit course
12 for 2014-2015 and successive academic years that would meet weekly and be co-
13 delivered by the Residential Life and Undergraduate Advising staff. The course would
14 serve as the foundation for information and training for the Peer Mentors and also help
15 them develop skills in such areas as leadership and communication that would be
16 useful in their Peer Mentor role and beyond..¹⁴ The recommendation stated that the

¹³ A year-long delay between the date that the University announces a course and the date that the new course is offered is not unusual. The University does course scheduling approximately a year in advance since it takes time to create a course and retain instructors to teach it.

¹⁴ The University approved a strategic plan in May of 2013 that encouraged, among other things, active and applied learning. The plan cited as an example, peer education models where students served as peer mentors in a broad range of curricular and co-curricular settings. The strategic plan informed some of the rationale behind the proposed changes to the Peer Mentor program. For example, engaging students in the educational process as teachers, as well as learners, would provide experiential learning that would, in turn, benefit their education.

1 weekly hour requirement for Peer Mentors would be maintained while an increase in the
2 hourly stipend would be studied. Staros approved the recommendation.¹⁵

3 By email dated November 4, 2013, the WGSS notified the Peer Mentors, ASCs
4 and others of the WGSS's final recommendation, which outlined the new Peer Mentor
5 position. The email stated that the ASC and Peer Mentor positions would remain
6 unchanged for the remainder of 2013-2014, but that the WGSS recommendations "will"
7 be phased in during the 2014-2015 and 2015-2016 academic years. The email
8 explained that the new Peer Mentor position would be jointly trained by the Residential
9 Life and Undergraduate Advising staff, and that the group would be working on
10 developing a one-credit course for 2015-2016 that would meet weekly and be co-
11 delivered by the Residential Life and Undergraduate Advising staff. It further stated
12 that, starting in Fall 2015, the Peer Mentors would be required to enroll in a one-credit
13 course each semester of their employment as a Peer Mentor, and that their weekly hour
14 requirement would be maintained while an increase in the hourly stipend was being
15 recommended.

16 After Staros approved the recommendation, the WGSS disbanded and the
17 University started the implementation phase of the new Peer Mentor program.
18 Residential Life Assistant Director of Learning Communities Danielle Barone (Barone)
19 and Assistant Dean of Undergraduate Advising & Learning Communities KD Maynard
20 (Maynard) meet regularly to discuss the academic training parts of the new Peer Mentor

¹⁵ At the time of the hearing, a new provost had been hired and was scheduled to begin employment as of August 1, 2014. The provost is the University's chief academic officer. Because the Peer Mentor position would be transitioning from placement in Residential Education/Residential Life to Academic Affairs, the new provost would be the ultimate decision-maker on the new position.

1 program that Undergraduate Advising would be doing during the 2014-2015 transition
2 year. The University also created the Working Group on Peer Mentors, co-led by
3 Maynard and Director of Assessment of Student Affairs and Campus Life Marcy Clark
4 (Clark) and tasked it with creating and developing the specifics of the new Peer Mentor
5 program, including the curriculum, instructors, and other details. At the time of the
6 hearing, the group had not met, nor had the members of the group been selected.

7 On July 21, 2014, Clark sent an email to the Peer Mentors to introduce herself
8 and inform them of the University's future plans for the Peer Mentor program. Clark
9 notified the Peer Mentors that during the 2014-2015 academic year, the daily aspects of
10 the program would be collaboratively led by Residential Learning and Undergraduate
11 Advising staff; by Fall 2015, the program would fully transfer to Academic Affairs. During
12 2014-2015, the University would be working to develop the new program for
13 implementation in 2015-2016. Clark's email further stated that, beginning in 2015-2016,
14 the new program would be an academic-based, credit-granting program that would
15 include: 1) a course for Peer Mentors which would include academic and internship
16 credit; 2) experiential, outside-of-class course requirements for Peer Mentors to apply
17 and practice mentoring skills, 3) an instructor-led approach to defining, guiding and
18 evaluating Peer Mentors' in-class and out-of-class requirements; 4)"stipend
19 compensation" but no hourly wages;¹⁶ and 5) a double-single room residence hall
20 housing assignment, with a double/single surcharge waiver.

¹⁶ The WGSS subcommittee and the WGSS both recommended an increase in what they characterized as the Peer Mentors' "hourly stipend." Clark's July 21, 2014 email indicated that Peer Mentors would receive "stipend compensation," but was the first communication stating that "there will be no hourly wages included in the Peer Mentor program."

1 At the time of the hearing, the University's plans to restructure the Peer Mentor
2 program into an academic, credit-based course with an experiential learning practicum
3 component were firm. The University planned to phase in the new program during
4 academic years 2014-2015 and 2015-2016, and intended academic year 2014-2015 to
5 be a transition year of planning and preparation. Because the University intended to
6 restructure the Peer Mentors' reporting relationships by transitioning them from
7 Residential Life to Academic Advising, the 2014-2015 Peer Mentor job description
8 added a new requirement that Peer Mentors receive training from Undergraduate
9 Advising. The University anticipated that during the 2014-2015 transition year, the Peer
10 Mentors would be jointly supervised by the Residential Life and Academic Affairs staff
11 and would "move toward" a full transition of the Peer Mentors to Academic Affairs in
12 2015-2016. Undergraduate Advising and Residential Life would jointly train the Peer
13 Mentors during the 2014-2015 transition year, and the Peer Mentors would continue to
14 receive the academic training from Undergraduate Advising that it had given to the Peer
15 Mentors and ASCs in prior years.

16 The University had also determined that the Peer Mentors in the 2015-2016
17 program would not be subject to any discipline other than as University students, and
18 that there would be no separate handbook or disciplinary procedure apart from the
19 course requirements that would control the Peer Mentors' activities. At the time of the
20 hearing, the University was seeking to alter the compensation that Peer Mentors would
21 receive in the new program so that they would receive stipend compensation in lieu of
22 hourly wages.

23 The University plans to put the full new Peer Mentor program in place in the fall

1 of 2015. At the time of the hearing, the University had not set up the course; designated
2 an instructor; drafted a position description, course syllabus or course curriculum; and it
3 was in the planning stages of that process. At that time, the University hoped to
4 develop an outline of the course description at the end of October or the beginning of
5 November 2014, so that it could start the Peer Mentor recruitment process for the 2015-
6 2016 academic year.¹⁷ The position description will differ from the existing job
7 description because it will describe the whole Peer Mentor program, including the
8 practicum and the academic course component.

9 At the time of the hearing, the Peer Mentor course had not received the requisite
10 approval from the Faculty Senate, the governing body within the University that
11 approves courses. All courses must receive Faculty Senate approval, however, the
12 approval process varies depending on whether the course is experimental or
13 permanent.¹⁸ Interim and experimental courses are allowed to be offered up to three
14 semesters before they must be submitted to the more intensive process that is required

¹⁷ Clark is responsible for writing the new position description. At the time of the hearing, she was uncertain about where to submit the position description for approval once she completed drafting it. Because the hearing ended in July of 2014, the record does not reflect whether a new position description has been completed.

¹⁸ Clark testified that, based on her knowledge as a faculty member in the graduate school, interim classes still require approval by the Faculty Senate. Although Vice Provost of Undergraduate and Continuing Education Carol Barr testified that the University could offer a course up to three semesters prior to receiving approval by the Faculty Senate, she also testified that the Peer Mentor course would be submitted to the Faculty Senate for approval. Notably, no witness testified that the University planned to offer the Peer Mentor course in the 2015-2016 academic year without receiving any kind of Faculty Senate approval, and the record demonstrated that the Working Group on Peer Mentors sought to complete their planning according to a timeline that included submission of the interim course to the Faculty Senate. Additionally, the subcommittee's recommendation to the WGSS indicated that the course would need to be "proposed/approved."

1 for permanent acceptance into the course catalog. The Faculty Senate has a role in
2 approving the revised position description to the extent that the position description and
3 responsibilities are defined by the Peer Mentor course. However, the Faculty Senate
4 has not been presented with or approved any Peer Mentor course.

5 **The Resident Assistants**

6 **Duties and responsibilities**

7 RAs are live-in, part-time upper class students that preside in all undergraduate
8 residence halls. The RA position has existed at the University since at least 1988. The
9 RA job description states that RAs are responsible for developing community in the
10 residence halls, enforcing university and residence hall policies, responding to crisis
11 situations, and being a resource and a referral agent for students. RAs are expected to
12 be highly visible and accessible for students, and to foster an environment of social
13 inclusion amongst their residents. RAs' duties include being on campus from the
14 opening until the closing of residence halls, where they place materials in students'
15 rooms, greet students as they arrive on campus, etc.

16 A primary function of the RAs is to enforce student rules and policies in the
17 dormitories. If a student were to violate the campus code of conduct, RAs are expected
18 to stop the problematic behavior, talk to the student(s) involved, and document what
19 they have observed by writing an incident statement online.

20 RAs' duties do not include academic support for students. In the residence halls
21 that have both a Peer Mentor and an RA, an RA who is approached with an academic
22 question is expected to pass the question to the Peer Mentor. In residence halls without
23 Peer Mentors, the RAs can answer questions on issues that have been included in their

1 training.¹⁹

2 **Supervision**

3 RAs' direct supervisors are Residential Directors (RDs) and Associate Resident
4 Directors (ARDs). RAs who live within a close proximity to one another comprise a
5 "cluster" and the cluster is supervised by one RD. RDs assist RAs in creating
6 programming and solving any issues they may be having.

7 **Eligibility Requirements**

8 To be eligible to be an RA, an applicant must be a full-time undergraduate
9 student enrolled in a degree-granting program with a cumulative GPA of at least 2.5,
10 free from current conduct sanctions, and eligible for student payroll.

11 **Training**

12 RAs are required to participate in pre-service and in-service training. Pre-service
13 training occurs in August and January, directly before the fall and spring semesters.
14 RAs and Peer Mentors both attend training on Title IX, mental health, fire safety, and
15 crisis management. The University trains Peer Mentors alongside RAs because
16 students will go to whichever leader they feel the most comfortable talking to.

17 **Compensation**

18 The RA position is valued at \$11,000-\$11,200 for the 2014-2015 academic year.
19 RAs are compensated with a \$4,000 stipend per year (\$4,200 for returning RAs) and a
20 room waiver for the cost of a double room (approximately \$5,800), as well as a waiver
21 for a single person living in a double room alone (approximately \$1,200) In addition,
22 RAs receive a waiver from the Office of Information Technologies, valued at \$36. RAs

¹⁹The University asks staff not to provide resources beyond their training.

1 who elect to stay on campus during Thanksgiving, Intersession, or Spring Break, are
2 paid at a rate of \$20-\$35 per day, depending on their duties.

3 **Work Schedules and Work Year**

4 The contract period for RAs is for one full academic year, beginning with trainings
5 in August and January, and continuing until the students on their assigned floor have
6 left campus. RAs do not have a set work schedule and do not work for a specific
7 amount of time. However, they average approximately 20 hours a week, with some
8 time periods requiring more hours (e.g., high-risk times such as Halloween). During the
9 semester, RAs are on duty approximately one night a week, meaning that they must be
10 on-call from somewhere between 7:00 and 8:00 PM until 7:00 AM the next morning.
11 They are also required to be on campus and sleep in their own rooms every night,
12 however, they are allowed to be off-campus up to two weekends per month.

13 Opinion²⁰

14 The primary question in this case is whether to direct an add-on election giving
15 the Peer Mentors an opportunity to vote on whether to be added into an existing
16 bargaining unit consisting of Resident Assistants. This question turns on various
17 subsidiary issues such as whether: 1) the student Peer Mentors have collective
18 bargaining rights; 2) planned changes in the Peer Mentor program strip the Peer
19 Mentors of any collective bargaining rights that they may currently possess; 3) there is a
20 community of interest between the Peer Mentors and RAs in the existing unit; 4) the
21 Peer Mentors are casual employees; and 5) whether the petition satisfies the remaining
22 criteria for an add-on election. We address these issues in sequence.

²⁰ The CERB's jurisdiction in this matter is uncontested.

1 **Employee Status of Student Peer Mentors**

2 Beginning with City of Cambridge, 2 MLC 1450, MCR-2163 (April 29, 1976), the
3 CERB has adopted a case-by-case approach for determining whether the employee
4 status of student employees is significant enough to entitle student employees to the
5 Law's privileges and protections. The CERB followed this approach in Board of
6 Trustees, 28 MLC 225, SCR-01-2246 (January 18, 2002), when it considered whether
7 to extend collective bargaining rights to the RAs at UMass Amherst. The CERB focused
8 on a number of factors, including whether the University treated RAs primarily as
9 employees rather than students and could separate its educational relationship with
10 them from its employment relationship with them. After considering these and other
11 issues that the parties raised, we decided that allowing the RAs to bargain collectively
12 would effectuate the policies of the Law. 28 MLC at 232.

13 The Union argues here that the issue of dual employee/student status was
14 definitively decided in Board of Trustees, and that this case presents no distinctions
15 warranting a different result. Conversely, the University attempts to distinguish this
16 case from Board of Trustees by arguing that the RAs did not have any academic duties,
17 but the Peer Mentors in this case do. It contends, accordingly, that their duties are
18 primarily educational and inextricably tied to their student status, and the academic
19 nature of their duties forecloses collective bargaining.

20 The University's distinction misses the point. The fact that Peer Mentors support
21 freshman with the academic rather than the social side of college life makes no
22 difference to the Peer Mentors' employment status because their academic duties
23 concern someone else's education, not their own. Academically mentoring first-year

1 students does not impact the Peer Mentors' educational relationship to the University
2 because it is unrelated to their own program of academic instruction. Indeed, for
3 purpose of their status as employees, the Peer Mentors' duties are not significantly
4 different than those of student cafeteria servers or members of the gymnasium cleaning
5 crew. They provide one of the myriad of duties that enable the University accomplish its
6 educational mission.

7 More significantly, there is no difference between the Peer Mentors and the RAs
8 in terms of their employee status. Like the RAs in Board of Trustees, the Peer Mentors
9 perform work for compensation and with supervision; currently receive no academic
10 credit for their work; must attend planned and structured trainings; may receive
11 discipline, including termination, for failing to perform their job duties; and must sign a
12 job description detailing their terms and conditions of employment and the University's
13 expectations of them. Unlike the non-employee graduate student assistants in Brown
14 University and International Union, United Automobile, Aerospace and Agricultural
15 Implement Workers of America, UAW, AFL-CIO, 342 NLRB 483 (2004), which the
16 University cites, there is no evidence that the Peer Mentors' duties are a requirement of
17 their anticipated degrees, or are integral to their academic education. Accordingly, we
18 find that the Peer Mentors have the right to bargain collectively at the present time.

19 **Future Changes to the Peer Mentor Program**

20 In general, coverage under the Law is based on actual, not potential duties, and
21 we decline to exclude employees from coverage under the Law based solely on an
22 employer's desire to change employee duties or its representations regarding duties
23 that an employee will perform at some future time. Town of Wareham, 36 MLC 76, 78,

1 WMAM-18-1017 (October 28, 2009).²¹ In the private sector, where an employer
2 anticipates a post-petition change in the size of its workforce, the NLRB makes an
3 election determination based not merely on the employer's planned changes, but on
4 whether the evidence establishes with sufficient definiteness that a fundamental change
5 in the nature of the employer's business operations is in progress and is certain to take
6 effect. See Douglas Motors Corporation and Shopmen's Local Union No. 471 of the
7 International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO,
8 128 NLRB 307, 308 (1960). Because undisputed facts show that the University is in the
9 process of changing the Peer Mentor program and position, a process that it began
10 before the petition was filed, and no purpose would be served by directing an election
11 amongst individuals whose collective bargaining rights had or would cease shortly after
12 an election and certification, we consider whether to dismiss the petition because the
13 Peer Mentor program may become an academic course at the start of the 2015-2016
14 academic year.

15 The University contends that its plans to modify the program into an academic
16 course are definite rather than speculative, and that such a fundamental change in the
17 nature of its operations precludes an election. The University notes that Staros
18 approved the WGSS's recommendation for the new program in October of 2013, it told
19 the Peer Mentors in November of 2013 that the program would become a course at the

²¹ Contrary to the University's argument, the CERB applies this standard to representation cases as well as clarification and amendment (CAS) petitions. See generally, City of Everett, 27 MLC 147, 150, MCR-4824 (May 23, 2001). We decline to rely on Northeast Metropolitan Regional Vocational School District, 1 MLC 1005, MCR-1250 and MUP-602 (July 5, 1974), as the University suggests, because that case did not involve a fluctuating unit, and the CERB's statement about what it "might well hesitate to do" is dicta.

1 start of the 2015-2016 academic year, and it described the upcoming changes to the
2 Peer Mentors in July of 2014. It argues that the transitional delay is a normal part of the
3 start-up process for new courses, and exists because the logistics of creating a new
4 class, i.e., staffing and scheduling, take time. Also, students were in the middle of the
5 application process when the new program was announced, and the University must
6 give students sufficient advance notice to plan their academic schedules. The University
7 contends that the transformation of the program will prohibit the Peer Mentors from
8 engaging in collective bargaining because every aspect of the course and practicum will
9 relate to and be governed by the Peer Mentor's status as a student. Conversely, the
10 Union argues the recommended changes to the Peer Mentor position are indefinite and
11 remote, and the CERB should not consider the University's "self-serving predictions"
12 about what the potential future program might look like.²²

13 However, it is undisputed that the University began to initiate changes to the
14 Peer Mentor position over a year before the petition was filed, The record is replete
15 with evidence of plans that the University set in motion before the petition was filed, and
16 we rely on that evidence. Nevertheless, we agree with the Union that the University's
17 plans are presently too uncertain to strip the Peer Mentors of bargaining rights that they

²² The Union argues that the only evidence that the CERB should consider is evidence that pre-dates the petition, and it urges us to be suspicious of certain communications that the University created post-petition, specifically the July 21, 2014 email that the University forwarded to Peer Mentors a few days before the hearing. We need not revisit the Hearing Officer's decision to admit evidence that the University created after the petition was docketed since neither party timely appealed the her evidentiary rulings. We further note that the University advised the Peer Mentors of its specific plans to change the Peer Mentor position and program before the petition was filed. As such, we decline to impute nefarious intent in its decision to update the incoming Peer Mentors about those changes one month prior to their arrival at school, notwithstanding the close proximity in time between the email and the hearing.

1 currently possess and that dismissing the petition based on the inchoate program would
2 improperly deny collective bargaining rights to employees who are presently entitled to
3 exercise them.

4 The University's plans are insufficiently definite for two reasons. First, the new
5 Peer Mentor program is a work in progress. The evidence shows that the University is
6 in the planning stage of designing the program and has not finalized many
7 programmatic details, like setting up the course, or drafting a position description,
8 course syllabus or course curriculum. Second, the University has not received the
9 necessary approvals. Although the former Provost approved the WGSS's
10 recommendation in 2013, the new Peer Mentor program required the approval of the
11 new Provost because the position would shift from placement within Residential Life to
12 placement within Academic Affairs. Additionally, at the time of the hearing, the
13 University had not presented the Peer Mentor course to the Faculty Senate, and thus
14 the course had not received the requisite Faculty Senate approval. These facts
15 demonstrate that, even though the University has begun making changes to the Peer
16 Mentor position, key details of the program and the academic course component are
17 undecided and unapproved. We decline to speculate about whether the new Provost or
18 the Faculty Senate will approve the program and course once it is presented to them.
19 They may withhold their approval or approve the program with conditions or
20 modifications, thus the program that the University ultimately implements may differ
21 significantly than what it is currently planning. These facts distinguish this case from
22 Plum Creek Lumber Co., Inc and Local Union 768, International Brotherhood of
23 Electrical Workers, AFL-CIO, 214 NLRB 619 (1974), which the University cites, because

1 the planned changes in that case were “imminent” at the time that the NLRB’s regional
2 director ordered an election. The changes at issue here cannot be considered imminent
3 when they are not even final. This situation instead mirrors Cardinal Timothy Manning
4 et. al. and California Federation of Teachers/AFT/AFL-CIO, 223 NLRB 1218 (1976),
5 where a new diocese was created in a particular county, and the NLRB ordered an
6 immediate election even though two of the schools included in the union’s petition would
7 fall within the jurisdiction of the new diocese. The NLRB reasoned that the effect of the
8 creation of the new diocese on schools that were within the jurisdiction of the existing
9 diocese was dependent on facts that were uncertain at that time and therefore
10 speculative. 223 NLRB at 1222, n.12. It also noted that the election would likely be held
11 well before the change occurred. Id. Similarly here, many of the changes to the Peer
12 Mentor program are uncertain and speculative, and the election can be held before the
13 beginning of the 2015-2016 academic year.

14 **Community of Interest between the Peer Mentors and Resident Assistants**

15 When deciding whether employees share a community of interest, we examine
16 factors like: similarity of skills and functions, similarity of pay and working conditions,
17 common supervision, work contact and similarity of training and experience. Town of
18 Bolton, 25 MLC 62, 65, MCR-4562 (September 10, 1998). No single factor is outcome
19 determinative, and minimal differences do not mandate separate bargaining units where
20 employees perform similar job duties under similar working conditions and share
21 common interests that would be amenable to the collective bargaining
22 process. Springfield Water and Sewer Commission, 24 MLC 55, 59, MCR-4603
23 (January 15, 1998).

1 The University contends that the Peer Mentors do not share a community of
2 interest with the RAs because the positions differ in their roles, qualifications,
3 responsibilities, pay, working conditions and supervision. It notes that the Peer Mentors
4 only work with first-year students and have no interaction with the 57% of the RAs who
5 live in upper-class residence halls. Peer Mentors focus on first-year students' academic
6 acclimation to college life, whereas RAs strive to develop a sense of community in the
7 residence halls, enforce residence hall rules and address day-to-day student concerns
8 and crises. It notes that Peer Mentors and RAs receive different supervision: Resident
9 Directors supervise RAs, and LCGAs supervise Peer Mentors. The University
10 acknowledges that Peer Mentors and RAs receive the same training in certain areas,
11 but points out that only Peer Mentors receive training in providing academic student
12 support. The University distinguishes the GPA that Peer Mentors and RAs must
13 maintain to be selected and retained, highlighting the higher and broader GPA
14 requirements for Peer Mentors (2.75 cumulative and per semester) than the University
15 requires for RAs (2.5 cumulative only). Peer Mentors and RAs have different duties:
16 Peer Mentors staff the RASCs, academically mentor first-year students, and sponsor
17 monthly academically-oriented programs, whereas RA's serve weekly on-duty hours
18 and must be continuously available on designated weekends to respond to issues that
19 arise in their residence hall. Although Peer Mentors and RAs may collaborate on certain
20 programs, RA-sponsored programs are non-academic. Further, RAs have higher total
21 compensation packages than do Peer Mentors.²³

²³ The University contends that, because the CERB did not include academic mentor positions into the RA unit in 2002 when the Union organized the RA bargaining unit, the CERB must have concluded that they did not share a community of interest with the

1 As the CERB has often observed, the Law requires that employees share only a
2 community of interest rather than an identity of interest. Id. Separate bargaining units
3 are necessary only when the distinctions are so significant as to produce conflicts in the
4 collective bargaining process. Higher Education Coordinating Council, 23 MLC 204,
5 207, CAS-3107 (March 14, 1997). We recognize the differences between the RA and
6 Peer Mentor positions, but those differences do not require separate bargaining units in
7 view of their many common interests. We find particularly compelling the similarities in
8 function, work location, work year, training, and the significant and regular interaction
9 between Peer Mentors and RAs. The record shows that Peer Mentors work closely with
10 first-year RAs, and the University acknowledges that close to half of the RAs live in the
11 same residence halls as the Peer Mentors, interact with the same first-year students,
12 and occasionally collaborate in putting on residence hall programs. Although RAs and
13 Peer Mentors support different aspects of collegiate life, Peer Mentors and RAs in first-
14 year residence halls have a common general purpose – launching freshman students
15 and providing them with the necessary supports to succeed in college. These roles are
16 interrelated because a student's social well-being and physical and mental health can
17 affect their academic success. Peer Mentors and RAs receive common training in Title
18 IX, mental health, fire safety, and crisis management. Because Peer Mentors, like RAs,
19 may help students with such non-academic concerns such as homesickness, alcohol
20 use, or roommate disagreements, they can and occasionally do provide students with
21 similar supports. Although Peer Mentors are not responsible for enforcing college rules,

RAs. We do not rely on this supposition because the CERB made no determination in Board of Trustees that the academic mentor positions that existed at that time did not share a community of interest with the RAs.

1 Peer Mentors have a practical role in ensuring that students comply with the University's
2 rules, since they cannot ignore violations that they observe, and they handle such
3 situations by reporting the problem to an RA, writing up an incident report, or issuing a
4 warning. Both positions work during the academic year rather than the calendar year,
5 and the fact that RAs must stay on campus until all of the students on their residence
6 hall leave, while Peer Mentors can leave once their final examinations are completed, is
7 immaterial.

8 Further, Peer Mentors interact with RAs when Peer Mentors attend residence
9 hall programmatic events and community initiatives, as they are encouraged to do;
10 when Peer Mentors report student rule violations to the RAs; and when the Peer
11 Mentors attend monthly staff meetings with RAs and others in their cluster to enhance
12 communication and promote group unity. Peer Mentors and RAs wear t-shirts
13 indicating that they are staff members during certain time periods, such as move-in
14 days, and Peer Mentors work with RAs to engage first-year students in early arrival
15 programming, opening day, and new student orientation.

16 The fact that the Peer Mentors have different pay, different supervision, more
17 scheduled work hours and slightly different job duties than RAs is inconsequential. The
18 CERB seeks to join employees who share a community of interest in the largest
19 practical unit and prefers broad, comprehensive units over units which are small and
20 fragmented. See City of Boston, 8 MLC 1835, 1837, MCR-3229 (February 12, 1982).
21 As a result, disparate job functions and pay will likely exist in every bargaining unit that
22 combines different job titles, and such units may often include different supervisory
23 hierarchies. See generally, Town of Harwich, 1 MLC 1376, MCR-2035, (April 8, 1975)

1 (differences in supervision, place of employment and job duties did not preclude a
2 community of interest between certain employees in the town's water department,
3 highway department and municipal golf course); City of Boston, 8 MLC at 1837
4 (differences in supervision and pay found to be insignificant in comparison with the
5 employees' common interests). The fact that most RAs work with upper class students
6 and do not live in proximity to the Peer Mentors is insignificant in view of the other
7 similarities between the two positions.

8 Further, both Peer Mentors and RAs must achieve and maintain a specific GPA
9 to maintain their positions. The distinctions between the requirements - 2.75 per
10 semester vs. 2.50 cumulative - is less important than the fact that both positions require
11 the employee to maintain a measure of academic competence.²⁴ Although RAs receive
12 a higher total compensation package than Peer Mentors, both RAs and Peer Mentors
13 receive biweekly paychecks with federal and state income tax deducted and are
14 covered by the Workers Compensation Act, M.G.L. c.152. We have consistently found
15 a community of interest among employees who share a similarity of interests and
16 working conditions based on a similar work environment and, for the foregoing reasons,
17 find the requisite commonality of interests here.

18 **Whether Peer Mentors are Casual Employees**

19 To determine whether certain employees are too "casual" to bargain collectively,
20 the CERB examines factors that could affect the stability of the proposed bargaining
21 relationship, like the employees' expectation of continued employment and the extent to
22 which a significant proportion of the proposed unit works regularly over the course of a

²⁴ The fact that the Peer Mentors in the Commonwealth Honors College Residential Community have a higher GPA requirement does not affect our analysis or conclusion.

1 year or more. Massachusetts Board of Regents, 13 MLC 1173, 1183, SCR-2179
2 (October 7, 1986). The University argues that the Peer Mentors are casual employees
3 because their employment will end in May of 2015, and it will not renew any incumbent
4 Peer Mentors for the 2015-2016 academic year because the program will be a credit-
5 bearing academic course at that point. It concludes that the Peer Mentors can have no
6 expectation of renewal, and thus there is no continuity or stability in the position.

7 We disagree for two reasons. First, the WGSS found the Peer Mentor role to be
8 an "important and valuable position" that contributed to the personal, social, and
9 academic support provided to first-year students, and the University has decided to
10 retain the position, albeit in a somewhat different form. We do not consider the changes
11 to the Peer Mentor program that the University is planning as part of this petition,
12 because, as discussed above, the details of the new program and position may change
13 by the time that the University secures the necessary approvals and finalizes the new
14 program. At this point, we cannot say with certainty how different the new position will
15 be from the current position, nor can we assume that the existing program will definitely
16 end at the conclusion of the 2014-2015 academic year.

17 Further, in Board of Trustees, (UMass Lowell), 20 MLC 1453, SCR-2215 (April
18 15, 1994), the CERB held that University research and graduate assistants possessed
19 sufficient regularity in and expectation of continued employment to warrant participation
20 in collective bargaining where they had renewable employment contracts; their
21 continued employment was contingent on available funding, satisfactory work
22 performance, and attaining established academic standards; they worked eighteen
23 hours per week in either one or two academic semesters per year; and close to 90% of

1 the graduate assistants worked two semesters in a particular school year. Similarly
2 here, the Peer Mentors regularly work 15 hours per week for a full academic school
3 year and their continued employment is based on satisfactory academic and work
4 performance. According to the parties' stipulations, the University expected to employ
5 approximately the same number of Peer Mentors in the 2014-2015 academic year that it
6 employed in the 2013-2014 academic year. Consequently, we find that the Peer
7 Mentors are not casual employees within the meaning of the Law.

8 **Add-on Election Requirements**

9 The CERB will direct an add-on election where: 1) the representation petition is
10 accompanied by a sufficient showing of interest, 2) there is a sufficient community of
11 interest between the employees in the disputed titles and employees in the existing unit;
12 3) the petition seeks to include all such employees; and 4) the reasons for the original
13 exclusion no longer exist. Town of Falmouth, 27 MLC 27, 30, CAS-3319, MCR-4946
14 (September 18, 2000). These requirements merit little discussion as the petition, which
15 seeks all employees in the Peer Mentor title, is supported by a sufficient showing of
16 interest and we have found that there is a community of interest between the Peer
17 Mentors and RAs. The Peer Mentor position did not exist at the time that the RA unit
18 was created, consequently, the fourth factor in the add-on election analysis does not bar
19 the petition.²⁵ See generally, Id. (CERB ordered add-on election to determine whether to

²⁵ In the context of arguing that there is no community of interest between the RAs and Peer Mentors, the University alleges that the Peer Mentor position has existed in one form or another since 1991, and specifically references the academic mentor position that existed in 2002. The Board of Trustees decision contains few details about the eight academic mentors who were part of the University's then-existing talent advancement programs, and this record does not support a finding or conclusion that the existing Peer Mentor position was comparable to the academic mentor that existed

1 add fire rescue dispatcher position into the existing firefighters bargaining unit; fire
2 rescue dispatcher position did not exist when the town recognized the IAFF, and the
3 CERB found that there was no reason to warrant excluding fire rescue dispatcher
4 position from the IAFF unit).

5 Conclusion

6 For the reasons noted above, we conclude that the Peer Mentors currently have
7 collective bargaining rights as public employees, and that the requirements for an add-
8 on election have been met. Therefore, we order an add-on election to be held so that
9 the Peer Mentors may decide whether or not they wish to be included in the resident
10 assistant bargaining unit.

11 DIRECTION OF ELECTION

12 Based on the record, we conclude that a question of representation has arisen
13 concerning certain employees of the University of Massachusetts, Amherst
14 Campus. The unit appropriate for the purpose of collective bargaining consists of the
15 Resident Assistants who are currently included in a bargaining unit, and the Peer
16 Mentors.

17 IT IS HEREBY DIRECTED that an election by secret ballot shall be conducted to
18 determine whether a majority of the Peer Mentors desire to be included in the existing
19 bargaining unit of Resident Assistants currently represented by the United Auto
20 Workers, Local 2322 or whether they wish to be represented by no employee
21 organization. The eligible voters shall include all Peer Mentors whose names appear on
22 the University's payroll for the payroll period for the week ending **February 20, 2015**

when the original RA unit was formed. Consequently, there was no prior exclusion of
this position from the bargaining unit.

1 and who have not since quit or been discharged for cause. To ensure that all eligible
 2 voters shall have the opportunity to be informed of the issues and the statutory right to
 3 vote, all parties to this election shall have access to a list of voters and their addresses
 4 which may be used to communicate with them.

5 Accordingly, IT IS HEREBY FURTHER DIRECTED that three (3) copies of an
 6 election eligibility list containing the names and addresses of all eligible voters must be
 7 filed by the University of Massachusetts with the Executive Secretary of the DLR, 19
 8 Staniford Street, 1st Floor, Boston, MA 02114 no later than fourteen (14) days from the
 9 date of the decision.

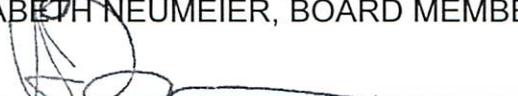
10 The Executive Secretary shall make the list available to all parties to the
 11 election. Failure to submit this list in a timely manner may result in substantial prejudice
 12 to the rights of the employees and the parties, therefore, no extension of time for filing
 13 the list will be granted except under extraordinary circumstances. Failure to comply
 14 with this direction may be grounds for setting aside the election, should proper and
 15 timely objections be filed.

16 SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS
 COMMONWEALTH EMPLOYMENT RELATIONS BOARD


 MARJORIE F. WITTNER, CHAIR


 ELIZABETH NEUMEIER, BOARD MEMBER


 HARRIS FREEMAN, BOARD MEMBER