

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
MASSACHUSETTS

AND

LOCAL 1596

GRADUATE EMPLOYEE ORGANIZATION

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL

IMPLEMENT WORKERS OF AMERICA (UAW)

JULY 1, 2021 THROUGH JUNE 30, 2024

Table of Contents

Article I - Recognition

Article II - Union Security

Article III - Management Rights

Article IV - Non-Discrimination and Sexual Harassment

Article V - Union Representation

Article VI - Grievance Procedure

Article VII - Discipline and Discharge

Article VIII - Job Postings

Article IX - Appointments

Article X - Workload and Work Year

Article XI - Layoff and Recall

Article XII - Health and Safety

Article XIII - Stipends

Article XIV - Health and Welfare

Article XV - Grants and Funds

Article XVI - Separability of Provisions

Article XVII - Cost Items and Appropriation by the General Court

Article XVIII - Duration

Supplemental Agreements

- Intellectual Property

- International Student Working Group

Appendix A (MoU dated June 17, 2022)

ARTICLE I - RECOGNITION

1.01 Union Recognition

The University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 1596 as the sole and exclusive collective bargaining agent for wages, hours, and all other conditions of employment for all employees in graduate assistant positions as defined in section 1.03 of this Agreement, Case No. 11-500-0005-00.

1.02 Membership Definition

It is mutually agreed that the term "employees" for the purpose of this Agreement includes all personnel working in the bargaining unit as defined in Sections 1.01 and 1.03 of this Article.

1.03 Job Definition

Definitions:

a) Teaching Assistant (TA) — A graduate student employed on a salaried basis who is primarily assigned to instructional support activities such as the following:

1. Coordinate, lead or assist in the instructional process in preparation and direct interaction with students in lab, discussion, quiz, examination, or problem sessions.
2. Provide tutoring and student consultation periods.
3. Grade homework, papers, reports, and other work assigned to the enrolled students of a course.
4. Grade and proctor course examinations.
5. Prepare experiments and set up/dismantle laboratory materials and equipment for lab sessions.
6. Additional related duties as assigned.

b) Teaching Fellow (TF) — A graduate student employed on a salaried basis who is instructor of record for a lecture or independent lab section of a course and has independent responsibility for its teaching and grading

c) Research Assistant (RA) — A graduate student who is employed on a salaried basis to perform work primarily related to academic research or other similar work including, but not limited to, the gathering and analysis of data, conducting bibliographic searches, the development of theoretical analysis and models, the production or publication of scholarly journal and research reports, which are for the benefit of the University, its faculty, centers, institutes, or an academic staff supervisor, or a granting agency, and is secondarily for the graduate student employee's own research. Graduate students may be employed to perform research work not directly related to their own research.

d) Academic Assistant (AA) — A graduate student who is employed on a salaried basis to perform work of an administrative or technical nature which is not otherwise described in Sections 1.03 (a) and (b) above but which is reasonably related to their course of studies or gaining professional skills required for their prospective career. Examples may include but are not limited to editing an academic journal, working in archiving, developing technology or resources useful to their discipline or future career.

e) Graduate employees may be asked to perform clerical or secretarial tasks only if such tasks are directly related to the graduate employee's primary assignment. Graduate employees are not to be asked to perform work of a personal nature. Some assistantships may consist of some combination of duties as listed above. Any changes to the defined roles listed in points a through d must be in writing and agreed to by the employee and supervisor.

f) Use of the term 'graduate assistant', 'graduate employee', 'unit member' and similar throughout this contract refers specifically to the above classifications.

ARTICLE II - UNION SECURITY

2.1 Membership Status

All employees covered by this Agreement have the freedom of choice whether or not to become or remain a dues-paying member of the Union.

2.2 Dues Security

The Union shall have the exclusive right to the deduction and transmittal of union dues and fees by the University on behalf of graduate student employees. The Treasurer of UAW Local 1596 shall certify to the University its membership dues rate and the amount of the initiation fee for membership.

2.3 Dues Authorization

The University shall deduct and remit to the Union a one-time initiation fee and union dues deducted from each paycheck of each employee who provides authorization for such deductions to be made. Such authorization may be made in writing on an agreed upon form submitted either in hard copy or electronically via an official UMass Boston email address.

The University will attach an agreed upon form for authorization of payroll deduction for Union dues and initiation fees (Dues Authorization Form) to all graduate student employees' first assistantship contract. The Dues Authorization Form shall be returnable to the Treasurer of UAW Local 1596.

2.4 Dues Information

Deductions shall be made from the appropriate payroll period each month and deductions shall be remitted to the designated financial officer of the Union bi-weekly. The University shall furnish the designated financial officer of the Union with an alphabetical list of all those for whom Dues Authorization Forms have been delivered, specifying the amount deducted for each or the reason why no deduction was made.

2.5 Contract Distribution

The University will give each employee in the bargaining unit access to a copy of the Agreement in force at the time. The University will notify all new employees that the Union is the certified bargaining representative for all employees in the bargaining unit and is so recognized by the University.

2.6 Dues Liability

The Union shall indemnify and hold the University harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the University in making payroll deductions of Union membership dues, reinstatement or initiation fees made pursuant to the provisions of this Article, and agrees it will not institute any grievance and/or arbitration on behalf of any employee affected. It is specifically agreed that the University assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union agrees to defend the University in any litigation arising under this provision.

2.7 Dues Security

The University will explain the dues paying arrangement between the University and the Union at the time of hiring new employees and afford them an opportunity to sign authorization forms furnished by the Union.

2.8 Orientation Representation

The University will notify all new employees that the Union is the certified bargaining representative for all employees in the bargaining unit and is so recognized by the University, and official Union Representatives shall be given not less than thirty minutes time to speak and space for materials along with other material being distributed at the fall or spring (if one is held) orientation program employees.

2.9 Union Training

The University shall provide each employee one hour to meet with representatives from the Union.

2.10 V-CAP Check Off

The University shall allow for the voluntary payroll deduction of contributions for the Union's Community Action Program. Authorization for such deduction may be provided in writing on an approved form either in hard copy or electronically via an official UMass Boston email address.

ARTICLE III - MANAGEMENT RIGHTS

The Administration retains and reserves to itself all rights, powers, privileges, duties, responsibilities, and authority conferred upon and invested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize, and maintain the campus and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.

Except as modified by this agreement, all rights, powers, privileges, duties, responsibilities, and authority are retained by the Administration.

The judgment of an arbitrator, other than a judgment within the arbitrator's express grant of jurisdiction, shall not be substituted for that of the Administration with regard to any complaint or grievance based upon a challenge of a management right, subject to the provisions of this Agreement and to limitations as may be imposed by state or federal statute from time to time. Notwithstanding any other provision of this Agreement, an arbitrator shall have no authority to exercise any non-delegable authority of the Board of Trustees of the University of Massachusetts.

ARTICLE IV - NON-DISCRIMINATION AND SEXUAL HARASSMENT

4.01 Discrimination

The University shall not discriminate on the basis of race, native language or dialect, gender identity or expression, color, religious creed, marital status, parental status, national origin, age, sexual orientation, sex, pregnancy status, disability, political affiliation or belief, veteran or military status, ethnicity, citizenship, genetic information, membership in any other legally protected class, or Union affiliation and/or activities.

4.02 Sexual Harassment

The University and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment. The parties further take the position that sexual harassment is an illegal practice which should not be condoned. The University and the Union agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination. Also see article 4.05.

4.03 Union Representation

The University shall notify all complainants that they may be represented, or advised, by the Union during any informal or formal procedure. The University shall notify the Union of any known complaint; provided that the University shall not be required to furnish the complainant's name or any other identifying information to the Union.

4.04 Filing Complaints

Disputes concerning the application of this Article shall not be subject to the grievance and arbitration procedures contained in Article VI of this Agreement, provided that nothing in this Section shall prohibit the Union or any member of the bargaining unit from filing a grievance alleging that the UMass Policies and Procedures were not implemented fairly, or that any member was otherwise mistreated.

Initial complaints should be filed with the Dean of Students office.

4.05 University Policies

The University will comply with all policies and procedures set forth by the Board of Trustees

and the Boston Campus. <https://www.umassp.edu/bot/policies> <https://hr.umb.edu/policies>

ARTICLE V - UNION REPRESENTATION

5.01 Union Officers

The Union shall be represented by such officers and stewards who are employees of the University as the Union deems necessary to carry out its business. Such officials shall be selected in such manner as may be provided by the Constitution and Bylaws of the Union. The University shall be furnished with a list of employee representatives as well as any Union employees who may have jurisdiction with this Agreement.

5.02 Grievance Representation

The Unit Officers shall represent the local Union at the third step and subsequent steps of the Grievance procedure and at any special meetings with the University. A representative from the Local or International Union may also participate in such meetings.

5.03 Grievances and Workweek

The investigation and processing of grievances by Union representatives shall not take place during unit members' work hours as listed in their employment contracts with the University.

5.04 Labor Management Committee

The parties shall establish a joint labor management committee consisting of at least three (3) members each from the administration and the Union. This committee shall meet at least three (3) times each semester during the academic year, and least once during the summer semester, to discuss matters of concern to the administration and the Union. This committee may make agreements and memorandum. This committee shall continue to meet during bargaining years. The parties may jointly decide to create other committees as they see fit to address topics of mutual interest; two examples of which are described below.

The parties shall establish an additional labor management committee (referred to as the "Emergency Funds Committee") to determine the processes of application and administration for the Emergency Support Funds as listed in 15.02. This group will address any additional areas of concern related to this management of this fund. The Emergency Fund Committee will begin work no later than ninety (90) days after the President of the University has signed the Memorandum of Understanding between the University and the Union June 17, 2022 (see Appendix A).

The parties shall establish an additional labor management committee (referred to as the “Summer Committee”) to discuss the treatment of winter and summer employment by those who are in the GEO bargaining unit during the academic year; the Summer Committee will have no more than four (4) members from each party to the contract. The committee shall begin work no later than sixty (60) days after the President of the University signed the Memorandum of Understanding between the University and the Union dated June 17, 2022 (see Appendix A).

5.05 Office Space

The Employer/University Administration will provide separate office space for the union's exclusive use at the Boston Campus. The office shall be equipped with furniture (e.g. desk, chair, file cabinet). There shall be no charge to the Union for such office space, furniture, utilities (not to include telephone), or other normal building support services. In addition, the Union shall be allowed access to the campus intra-campus mail, intercampus mail, and e-mail systems.

5.06 Unit Information

Upon request, the University shall provide to the Union any information that is in the University's possession and required by M.G.L. c.150E for the purpose of grievance handling, collective bargaining, and contract administration, including but not limited to directory information, other information that is not specifically included in any waiver of rights under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, official statistics, information, records, and budget data; information about benefit plans and costs; and other Trustee and University documents containing policies, practices, and procedures; provided that the University shall not be required to furnish any such information that is protected by state or federal law. Within ten (10) business days of such request, the University shall either furnish the requested information or provide a status and estimate of the time by which it will furnish the information.

In addition, the University shall provide, no later than 20 working days after the beginning of every semester, or at other times upon request, the total number of members in the bargaining unit, and the total number of members of the bargaining unit who have authorized dues deductions. The University shall also provide the name, academic department, matriculated degree program, hire date, e-mail address, home address and phone number, work department, employment status, FTE, stipend, dues paying status, and length of contract of any member of the bargaining unit who has filed a waiver of rights under FERPA. Additionally, the University shall provide the name, e-mail address, job title, work department, FERPA-waived status, dues

paying status, FTE, employment status, length of contract, and academic department of any member of the bargaining unit who has not filed a waiver of rights under FERPA. The parties agree that the University may not provide information about persons in positions covered by this agreement who have suppressed pursuant to FERPA their directory information however the University will inform such students that they are represented by a union and how they may contact their Union. The university will inform the union of the number of any students who ask to have their directory information suppressed.

5.07 Union Postings

The Union shall have access to space on bulletin boards in departments that employ graduate employees covered by this Agreement. All postings by the Union shall be done in accordance with University policies regarding access and approval required for bulletin board use on the campus.

5.08 Union Officers

In lieu of release time, in each fall and spring the University shall grant six (6) half-time (.50 FTE), assistantships to members of the bargaining unit identified by the Union; *provided* that the University shall pay the monetary equivalent of such assistantship to any such identified member or members of the bargaining unit who already holds a full-time (1.0 FTE) assistantship; *provided further that* the payment of any such monetary equivalent shall be paid in equal payments over the course of the appropriate semester.

The Union will provide the Office of Graduate Studies the names of individuals serving in the assistantships by August 15th for the Fall semester and by December 15th for the Spring semester. Positions filled by elections held after this date will be provided to the Office of Graduate Studies within two weeks of the close of the election.

The Union shall be allowed reasonable access to the campus intra-campus mail, inter-campus mail, and e-mail systems, and shall be allowed reasonable space for a union website on the campus website (<http://www.umb.edu/>); *provided* that the dean of graduate studies or designee shall approve the content of any such website hosted on a University server.

5.09 Distribution of Union Mail

At any such time the Union wishes the University to distribute any notices to members of the

bargaining unit by campus mail or US mail, the Union shall prepare and provide these notices to the Administration. The University shall, within five business days of receipt of these hard-copy notices, distribute them to members of the bargaining unit. The University shall pay the cost of postage if distributing by US mail or similar service.

Notices provided to the Administration for distribution by email shall be distributed within five business days to members of the bargaining unit.

5.10 Budget Allocation

The University and the Union recognize the University's right to determine the allocation of budgets to individual schools, colleges, faculties, departments, and other analogous units and to determine the use of funds within units. The University will provide the Union the address of a website on which the University budget is posted. GEO will be provided information on allocations when OGS provides them to departments.

5.11 Impact Bargaining

The University agrees to meet with the Union upon request to discuss the impact, implementation, and workload effects on members of the bargaining unit of any university policy change, budget cuts or campus allocations which impact the terms and conditions of employment of bargaining unit members with attention to the individual departments involved.

5.12 University Rights

The University and the Union recognize the University's right to implement any and all budget cuts that the University deems appropriate. If that implementation results in a violation of any provision of this Agreement, the Union reserves the right to initiate a grievance under Article 6, Grievance Procedure.

5.13 GEO Informational Materials

The University will provide informational materials to Graduate Program Directors to summarize GEO contract provisions and employment procedures related to graduate student employees. Graduate Program Directors shall distribute these informational materials to employees who will be supervising graduate assistants.

The Union will be invited to provide input on the contents of said informational materials 30 days prior to each hiring period. The University shall provide these informational materials to

Graduate Program Directors before August 15th.

5.14 University Committee Representation

GEO will be made aware of all committees which include graduate students and may nominate members for such committees.

ARTICLE VI - GRIEVANCE PROCEDURE

6.01 Definition of Terms

A grievance for purposes of this contract is defined as any dispute between the University and Union (UAW) over the interpretation or application of this Agreement and shall be settled in the following manner.

- a) The Union, where appropriate, may initiate grievances concerning terminations or policy grievances (those that affect more than one person) at any step of the grievance procedure prior to arbitration.

- b) Failure of a grievant to comply with any provision of this article shall be deemed a waiver of the grievant's right to pursue the grievance under the terms of this Agreement. A failure of the grievant to comply with the time limits prescribed herein shall be deemed to be a failure to have complied with the provisions of this Article; however, the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step IV. In the event that the grievant(s) and/or the Union elect to seek redress through any other remedy or proceeding established and existing under federal or state law (other than complaints before the Massachusetts Labor Relations Commission, the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission brought to meet agency timelines but not to be simultaneously litigated), the Employer/University shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article.

- c) Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative; provided, however, that the Union Representative and/or Steward, as applicable, shall be notified of any grievances filed by employees on their own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and, further, that any resolution made shall not be inconsistent with the terms of this Agreement.

Employees may request that the Union represent them at any step of the grievance procedure. No other representative shall be permitted. The Union or University may bring such witnesses or evidence as necessary to the third-step hearing.

d) A grievance may be withdrawn at any level.

e) No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in the grievance.

f) Collateral Consequences of a Grievance — The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member; nor shall such fact be used in making any recommendation for the work assignment of such member; nor shall such member or any other member who participated in any way in the grievance procedure be subjected to any action by the Chancellor or Chancellor's designee, whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the Chancellor's authority to take any action that might be authorized or required to be taken to give effect to the resolution of the grievance.

g) "Working days" — for the purposes of this article, working days are considered any day on which the University's administrative offices are considered open. This does not include holidays or emergency closures.

6.02 Grievance Procedures

Step 1 Informal Discussion

The Employee and/or Union Representative shall present the grievance to the employee's immediate supervisor, or intermediate supervisor if the grievance is against the immediate supervisor, within twenty (20) working days of the time when knowledge of the events leading to the grievance should reasonably have been known. The immediate supervisor shall respond, meet with the parties, and attempt to resolve the matter within seven (7) working days of the meeting.

Step 2 Supervisory Complaint

If the grievance has not been resolved at Step 1, it may be presented in writing within ten (10) working days from the date the immediate supervisor's response was due to the intermediate supervisor specifying the date of occurrence, the nature of the grievance, the contract provisions allegedly violated, and the remedy sought. The intermediate supervisor will respond in writing, meet with the parties, and attempt to resolve the problem within ten (10) working days after receiving the grievance. Any grievance solved at the first or second step shall have neither precedential value nor establish a binding practice.

Step 3 Escalated Grievance

Failing satisfactory resolution at Step 2, the grievance may be referred to the Chancellor or Chancellor's designee within fourteen (14) working days after the intermediate supervisor's decision was due. The Chancellor or Chancellor's designee shall meet with the parties to hear the grievance within ten (10) days of the receipt of the Step III grievance and shall render a written opinion within ten (10) working days after such meeting. If the employer exceeds any time limit at any step without satisfactory communication, the grievant and the Union may assume that the grievance has been denied and invoke the next step of the procedure.

Step 4 Arbitration

In the event the Union does not accept the result of Step 3, only the Union may seek arbitration by filing a written request with the American Arbitration Association within fourteen (14) working days after receipt of the employer's written response. An arbitrator will be selected by both parties under the provisions of the American Arbitration Association rules.

The decision of the arbitrator will be final and binding on the parties. The arbitrator shall have no power to modify, amend, or alter the Agreement.

The cost of the arbitration shall be borne equally by the employer and union.

ARTICLE VII - DISCIPLINE AND DISCHARGE

7.01 Discipline

Any Assistant may be disciplined, suspended without pay, or discharged for just cause by the department.

7.02 Just Cause

Examples of just cause for the purposes of this Agreement:

- a) Failure to maintain good academic standing in accordance with the Office of Graduate Studies or comparable authority policies.
- b) The Assistant's withdrawal from the appropriate graduate department or assigned program.
- c) Failure to perform duties and/or responsibilities in an acceptable manner.
- d) Gross misconduct.
- e) Failure to maintain fully matriculated status. For purposes of this Article, students who are in "program fee" status shall be considered to be fully matriculated.

7.03 Progressive Discipline

Except in cases of serious misconduct, progressive discipline shall be applied, which shall include specific attempts to remediate conduct or performance, including 1) an initial verbal warning; 2) a formal written warning containing a stated time-frame to meet department expectations and cc'd to the Office of Graduate Studies and the Union; 3) a second and final formal written warning containing a stated timeframe to meet department expectations and cc'd to the Office of Graduate Studies and the Union; 4) termination.

7.04 Discharge Date

Individuals dismissed for just cause will have a discharge date set to the last date worked.

ARTICLE VIII - JOB POSTINGS

8.01 Reserved Job Opportunities

The University may designate certain job opportunities as reserved for the recruitment of new graduate students.

8.02 Job Postings

Job opportunities for continuing graduate students shall normally be posted. Postings for TA, TF, RA, and AA positions, or other positions described in 1.03 shall be targeted towards graduate students. Postings must be listed on the HR Careers job listings website, made available on the web, and placed in hard copy in areas readily accessible to graduate students in those programs to which the positions are targeted. Posting will be at the discretion of the appointing authority in cases where:

- an incumbent employee is available to fill the assistantship;
- a principal investigator anticipates filling a grant- or contract-funded position with a uniquely qualified student;
- the assistantship is offered as an integral part of a program to which students apply on a competitive basis;
- the assistantship is offered as an integral part of a multi-year training program.

Job postings shall include all relevant information about the position, including a brief general description of the duties, experience required, level and duration of funding, hours of employment, whether the position is deemed to be essential, deadline to apply, and whether or not the job is available to students outside of the employing department. These postings shall be listed as soon as the complete information becomes available to the department. Copies of all postings shall be provided to the Union.

8.03 Decision of Appointment

Decisions on the awarding of positions shall be made by the department in a reasonable time frame after the posted deadline for applying. A detailed formal work contract (Graduate Assistantship Form, or GAF) which indicates duties and responsibilities, hours and locations of work, and all other relevant information shall be provided to, and signed by, graduate employees prior to their assumption of the position. Where appropriate, as indicated in the job

posting, assignments may be more fully negotiated between the supervisor and employee at the time of appointment offer. Additional or different terms of employment, as agreed upon by the supervisor and employee, shall not exceed or increase the workload agreed upon in this contract. All additional terms of employment will be included in the work contract referenced above. A copy of the work contract shall be made available to the union. Decisions of the appointing authority shall not be grievable; grievances under this article shall be limited to the above procedures.

ARTICLE IX - APPOINTMENTS

9.01 Applying to Posted Positions

In order to be considered for a posted position (per 8.02), graduate students must submit an application to the hiring authority by the deadline specified on the job posting.

9.02 Contract Non-Modification

Once the graduate student employee has signed the employment contract, it may not be modified without the express written consent of the graduate employee and the hiring authority.

9.03 Duration and Eligibility

Master's level and doctoral students shall be eligible for appointments for the duration of their degree program. Graduate student employees must be matriculated students for each semester they hold the assistantship.

The parties recognize appointments for an academic year or longer as generally in the mutual interest of the University and the GA. Hiring units are encouraged to offer full academic year appointments when practicable. Appointments in excess of one academic year may be offered at the university's discretion.

9.04 Reasonable Notice of Employment

Reasonable notice of employment shall be given.

a) Normally, notice of employment for the academic year shall be given by August 1. Appointments shall normally be made for the full academic year (fall and spring semesters). In specific cases where appointments are made on a semester-by-semester basis, notice for the fall semester shall be given by August 1, and for the spring semester by January 1st.

b) Circumstances that cause changes in departmental schedules which occur after the above dates may affect employment opportunities for unit members.

9.05 Appointment Signature Availability

Work contracts (i.e. GAF form) referenced under 8.03 will be available for signature at the time of the appointment offer.

ARTICLE X - WORKLOAD AND WORK YEAR

10.01 Workload Determination

The graduate student employee workload shall be determined by the hiring authority with the approval of the Graduate Program Director.

10.02 Work Year Duration

The work year shall consist of two discrete employment periods corresponding to the fall and spring semesters as defined by the academic calendar. Fall appointments will begin the Sunday immediately prior to the start of Fall classes and end the first Saturday in January. Spring appointments will begin the Sunday immediately prior to the start of Spring classes and end the Saturday after Spring commencement. These hold unless a different term of employment has been identified in the formal work contract and/or a Graduate Assistantship Form.

Stipends; tuition waivers; and health, vision, and dental insurance benefits will be prorated for any term of employment less than the regularly identified term.

10.03 Workweek

The workweek shall be eighteen (18) hours for full-time graduate student employees during the Fall and Spring semester employment periods. The workweek for appointments at less than full time will be calculated on a pro-rata basis.

The workweek for a full-time Teaching Fellow shall consist of two class sections per semester of appointment.

The workweek for a half-time Teaching Fellow shall consist of one class section per semester of appointment.

10.04 Extra-Contractual Obligations

There are generally no employment obligations for graduate student employees during intersession (between fall and spring semesters), during the one-week break during the spring semester, or during the summer months, unless a different term of employment has been identified. Any different terms of employment, including work duties, must be agreed upon by

the supervisor and graduate student employee, and reduced to writing in a formal work contract and/or a Graduate Assistantship Form prior to the assumption of the position (see 8.03).

10.05 Additional Employment

Nothing stated in this agreement shall prohibit graduate student employees from securing additional off-campus employment. Graduate employees may apply for and accept additional assistantships or on-campus employment without penalty or recourse from their original employing department(s), as long as the resulting total appointment does not exceed 1.0 FTE.

Graduate employees, asked by the supervisor to work above and beyond the duties or hours described in the GAF, will be paid the GEO hourly rate.

10.06 Workweek Flexibility

Assignments for graduate student employees will be such that they can be reasonably expected to discharge them within the number of hours specified in the individuals' contracts. No member of the bargaining unit shall be instructed to work more hours than specified in the graduate student employee's contract. Any restructuring of the graduate student employee's workload will be discussed with the affected individual by the hiring authority. Department-wide changes will be discussed with all affected graduate student employees before modifying contracts and/or the Graduate Assistantship Form.

10.07 Changes To Workload

Significant changes in features of a graduate student employee's workload (such as class size, number of sections or courses taught, or number of students advised) shall be structured in such a way as not to increase the graduate student employee's expenditure of time beyond the number of hours specified in the graduate student employee's contract (e.g., switching from essay to multiple choice, adding graders) and shall be discussed by the department chair with the graduate student employee involved. Department-wide changes shall be discussed with all affected graduate student employees before modifying contracts and/or the Graduate Assistantship Form.

10.08 Class Size Increases

If a department wishes to increase the enrollment cap in a course taught by a graduate student

employee, the department head shall consult with affected graduate student employees in a manner deemed appropriate by the department head and shall reduce any understanding to writing.

10.09 Nature of Work

Graduate employees may be asked to perform clerical or secretarial tasks only if such tasks are directly related to the graduate employee's primary assignment. Graduate employees are not to be asked to perform work of a personal nature.

10.10 Orientation

All new Graduate Assistants shall attend an orientation that will last no more than four hours and shall not occur before the third Monday of August. Returning Graduate Assistants shall attend an orientation that will be scheduled no earlier than the start of the Fall semester and no later than the third Monday of the Fall semester. The University may conduct similar orientations for the Spring semester. No unit member shall be subject to adverse action for failing to attend an orientation. The University will make materials distributed at orientations available for unit members who did not attend the orientation. The University shall provide the Union opportunity for input into orientation topics.

Unit members who do not attend an orientation will be identified to the union by the University. These members are eligible for up to 30 minutes of orientation time directly with their union rep.

10.11 Reimbursements

Unit members who incur costs approved and required by their supervisor as part of their employment shall have those reimbursed. This includes but is not limited to; printing class materials for students, printing exams, renting vehicles for field research, and purchasing software for research.

ARTICLE XI - LAYOFF AND RECALL

11.01 Layoff and Abrogation

If the Administration determines that it may be necessary to abrogate, for any reason other than termination for just cause, the contract of any graduate student employee prior to its expiration date, the Administration shall so notify GEO and shall provide a reasonable period of time, and, whenever possible, a minimum of thirty days, to consult with GEO. If, after such consultation, the Administration determines that it remains necessary to abrogate for any reasons other than termination for just cause the contract of any graduate student employee prior to its expiration date, the Administration shall so notify GEO and shall provide them with a list of affected individuals. Affected individuals shall receive a minimum notice period of 60 days. Affected individuals shall receive all tuition and fee waivers for which they would have been eligible had their contract not been terminated prior to its expiration date and shall receive 60% of the remainder of their stipend for the semester in which the contract abrogation takes effect.

11.02 Non-Reappointment

If the University determines that it will not be able to re-appoint a graduate employee for the following semester, they shall inform that graduate employee at least 60 days before that employment period would begin.

11.03 Recall

Any laid off individual will have recall rights to any position from which they were laid off. These recall rights last for the originally stated duration of employment listed in their contract.

ARTICLE XII - HEALTH AND SAFETY

12.01 Environmental Health and Safety

The University will make all reasonable efforts to ensure the health of employees and to maintain the safety and comfort of the workplace. Two representatives from the Graduate Employee Organization will have membership on the campus-wide Environmental Health and Safety Committee.

12.02 Right to Refuse Work Due to Hazardous Conditions

Hazardous conditions are defined as any condition which may adversely affect the health and safety of employees in the university environment, including, but not limited to: when the University or a building is closed, inclement weather such as very heavy rains or wind, blizzards, public health and safety compromises, or others. Unit members shall have the right to decline work if conditions are too hazardous without penalty.

ARTICLE XIII STIPENDS

13.01 General Appropriations

The cost items contained in this Agreement which are contingent upon additional, specific, complete and identifiable appropriation by the General Court, shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws.

13.02 Membership Pay

Effective July 1, 2021, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant, Research Assistant, or Academic Assistant shall be as follows:

| | |
|---------------|----------|
| Full-time | \$18,816 |
| Three quarter | \$14,112 |
| Half | \$9,408 |

Effective July 1, 2021, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Fellow shall be as follows:

| | |
|-----------|----------|
| Full-time | \$20,407 |
| Half | \$10,204 |

Effective July 1, 2022, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant, Research Assistant, or Academic Assistant shall be as follows:

| | |
|---------------|----------|
| Full-time | \$19,569 |
| Three quarter | \$14,677 |
| Half | \$9,785 |

Effective July 1, 2022, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Fellow shall be as follows:

| | |
|-----------|----------|
| Full-time | \$21,224 |
| Half | \$10,612 |

Effective July 1, 2023, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant, Research Assistant, or Academic Assistant shall be as follows:

| | |
|---------------|----------|
| Full-time | \$20,352 |
| Three quarter | \$15,264 |

| | |
|------|----------|
| Half | \$10,176 |
|------|----------|

Effective July 1, 2023, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Fellow shall be as follows:

| | |
|-----------|----------|
| Full-time | \$22,073 |
| Half | \$11,037 |

13.03 GEO Payroll Deduction and VCAP

Graduate student employees shall have the option of paying all tuition and fees customarily billed through the Bursar's Office through bi-weekly payroll deduction. Any graduate student employees wishing to exercise this option must so notify the Bursar's Office, on a payroll deduction authorization form, by the specified and published due date on the first graduate student bill for each semester. Any graduate student employees who do not return a signed payroll deduction authorization form by the deadline will not be permitted to pay their bill through payroll deduction. Payroll deduction authorization forms will be made available on the University website or through the electronic student system. Graduate student employees shall be notified by message on their graduate student bills and a Bursar's Office e-mail of the website to electronically access payroll deduction authorization forms. Payroll deduction will be in five bi-weekly installments during each semester.

Payroll deduction shall be permitted for all unit members who wish to participate in UAW's VCAP, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining unit member who wishes to participate must consent in writing to the authorization of the deduction from his or her wages and to the designation of VCAP as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his or her authorization by giving at least sixty (60) days' notice in writing to his or her campus Human Resources office. The Employer/University Administration shall deduct contributions from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds to the VCAP holding account within thirty days after the last day of the month in which

the deduction is made, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of VCAP has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration. The Union will defend the Employer/University Administration against any and all claims arising from or related to this Article.

13.04 Tuition and Fee Benefits

Beginning AY2021-2022, all unit members shall receive tuition waivers regardless of degree level, pro-rated to the percentage of FTE assistantships held by an individual:

- A full-time assistant will have 100% tuition waived
- A ³/₄ assistant will have 75% tuition waived
- A ¹/₂ assistant will have 50% tuition waived

The University agrees that if tuition is renamed, in full or in part, graduate student employees will not be adversely impacted by the name change. Tuition waivers apply whether tuition is levied by the University or other Universities within the UMass system provided they are for courses which have received prior approval from the program and which are credited toward the unit member's matriculated degree.

Mandatory fees are not considered tuition and will not be waived.

Assistants funded by grants or contracts will receive an equivalent tuition credit waiver.

13.05 Resignation Pro-rata

Any Graduate Assistant who resigns or otherwise no longer holds the position of Graduate Assistant prior to the end of a semester shall retain tuition waivers for the semester pursuant to the following:

Fall Semester

| | |
|----------------------|----|
| Prior to September 1 | 0% |
|----------------------|----|

| | |
|----------------|-----|
| September 1-30 | 25% |
|----------------|-----|

| | |
|--------------|-----|
| October 1-31 | 50% |
|--------------|-----|

| | |
|---------------|-----|
| November 1-30 | 75% |
|---------------|-----|

| | |
|----------------------------|------|
| December 1-end of semester | 100% |
|----------------------------|------|

Spring Semester

| | |
|---------------------|----|
| Prior to February 1 | 0% |
|---------------------|----|

| | |
|------------------|-----|
| February 1-28/29 | 25% |
|------------------|-----|

| | |
|------------|-----|
| March 1-31 | 50% |
|------------|-----|

| | |
|------------|-----|
| April 1-30 | 75% |
|------------|-----|

| | |
|------------------------|------|
| May 1- end of semester | 100% |
|------------------------|------|

13.06 Hiring Pro-rata

Any Graduate Assistant who assumes the position of Graduate Assistant after the start of a

semester shall receive tuition waivers for the semester pursuant to the following:

| Fall Semester | New (Non- Replacement Appointment) | Replacement Appointment |
|---------------------------------------|--|----------------------------|
| Prior to September 1 | | 100% |
| September 1-30 | 100% | 75% |
| October 1-31 | 75% | 50% |
| November 1-30 | 50% | 25% |
| December 1-end of semester | 25% | 0% |
| Spring Semester | | |
| Prior to February 1 | | 100% |
| February 1-28/29 | 100% | 75% |
| March 1-31 | 75% | 50% |

| | | |
|------------------------------|-----|-----|
| April 1-30 | 50% | 25% |
| May 1-end of semester | 25% | 0% |

ARTICLE XIV - HEALTH AND WELFARE

14.01 Membership Health Plan

Effective July 1, 2021, the University shall pay 85% of the cost of the University of Massachusetts Boston Student Health Insurance Plan, not to exceed the amounts shown below, for each graduate assistantship funded through the Office of Graduate Studies or through University administrative units outside of the Office of Graduate Studies in accordance with the following schedule.

| | |
|-----------|-----------|
| Full time | \$2250 |
| 3/4 time | \$1687.50 |
| 1/2 time | \$1125 |

Effective July 1, 2022, the University shall pay 85% of the cost of the University of Massachusetts Boston Student Health Insurance Plan, not to exceed the amounts shown below, for each graduate assistantship funded through the Office of Graduate Studies or through University administrative units outside of the Office of Graduate Studies in accordance with the following schedule.

| | |
|-----------|--------|
| Full time | \$2500 |
| 3/4 time | \$1875 |
| 1/2 time | \$1250 |

Effective July 1, 2023, the University shall pay 85% of the cost of the University of Massachusetts Boston Student Health Insurance Plan, not to exceed the amounts shown below, for each graduate assistantship funded through the Office of Graduate Studies or through University administrative units outside of the Office of Graduate Studies in accordance with the following schedule.

| | |
|-----------|-----------|
| Full time | \$2750 |
| 3/4 time | \$2062.50 |

1/2 time

\$1375

Additionally, the University shall pay the cost of the University of Massachusetts Boston Student Dental Insurance Plan (HMO), and Student Vision Insurance Plan (HMO), according to the percentages and caps below:

| | Dental | Vision | All Annual Limits Prorated based on Plan Cost Limit |
|------------|--------|--------|---|
| Cap Max% | 50% | 50% | |
| Full Time | \$150 | \$100 | |
| 3/4th time | \$113 | \$75 | |
| 1/2 | \$75 | \$50 | |

Should a graduate assistant opt to obtain a higher level plan, such as a PPO, if available, the University shall have no obligation to cover plan cost in excess of the amounts listed above.

14.02 Insurance and Grant Funded Positions

For Assistants funded out of grants or contracts: The cost of health, dental, and vision insurance in accordance with this Article shall be requested by the Principal Investigator in applying for a grant or contract; provided that if such grant or contract does not include funding for the cost of such health, dental, and vision insurance, the University shall have an obligation to pay for such health, dental, and vision insurance.

14.03 Insurance Prorating

Payment made on behalf of the graduate assistant's selected Student Health Plan, Student Dental Plan, and Student Vision Plan shall be prorated, and applied, for each semester of appointment.

| Date Selected | Fall Appointment | Spring Appointment | SHIP/SDIP/SVIP Payment Equivalent |
|----------------------|-------------------------|---------------------------|---|
| Fall | Yes | No | 1/2 Fall payment applied in Fall |
| Fall | Yes | Yes | 1/2 Fall payment applied in Fall, 1/2 Fall payment applied in Spring |
| Fall | No | Yes | Full Spring payment applied in Spring |
| Spring | Yes | Yes | Full Spring payment applied in Spring |
| Spring | No | Yes | Full Spring payment applied in Spring |

* at no point will payment exceed ceiling as stated in 14.01 of actual charge

* payment will be prorated for late starts and early terminations according to their respective schedules

14.04 Parking Fees

Whenever the University proposes to modify parking fees, it shall give the Union at least three months' notice and the parties will, jointly with other Boston campus unions which choose to participate, engage in negotiations about such proposed modifications. If any such negotiations do not produce an agreement by the end of the third month, the University shall have the unchallenged right to implement its last best offer; provide that, if any other campus union agrees to a parking provision different from that described in this Section, the parties agree to re-open this agreement for the purpose of including such provision.

14.05 Pre-Taxation Transit Coverage

The University shall continue to offer a pre-tax parking/public transportation program for members of the bargaining unit; provided that the Union shall participate in any discussions concerning changes in the pre-tax programs as it affects unit members.

ARTICLE XV - GRANTS AND FUNDS

15.01 Scholarly Support Fund

The University shall fund a pool consisting of \$25,000 per year for the purpose of funding the scholarly activities of members of the bargaining unit; provided that the criteria and method of distribution shall be determined by a special labor-management committee.

The funds referred to in this article must be expended during each respective fiscal year.

15.02 Emergency Support Fund

The University shall fund an annual pool for the purposes of offsetting the cost of emergencies suffered by members of the unit. The fund for this pool in AY2022-2023 shall be \$50,000; in 2023-2024 and onward it shall be \$25,000.

The funds referred to in this article must be expended during each respective fiscal year.

15.03 Grants and Scholarships Committee

The University is fully committed to supporting graduate students who seek to develop funding through scholarships and grants. There shall be a Grants and Scholarships Committee comprised of an equal number of Union and University representatives for the purpose of discussing member issues related to immigrant graduate student employees. At least one member of this committee should come from the Office of Research and Sponsored Programs.

ARTICLE XVI - SEPARABILITY OF PROVISIONS

In the event that any provision of this Agreement is in whole or in part declared to be illegal and/or invalid in any court, tribunal, or administrative agency having competent jurisdiction, or in the event that compliance with or enforcement of any provision of this Agreement is restrained in whole or in part by any court, tribunal or administrative agency having competent jurisdiction, then all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and shall continue to be binding on the parties hereto.

In such an event as described above, the parties shall meet within thirty calendar days after either party receives written notice from the other in an attempt to renegotiate in conformity with the law.

ARTICLE XVII - COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

The cost items contained in this Agreement are specifically subject to additional, complete, and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fund fully such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7, and allocated by the Governor to the Board of Trustees, in which case the cost items shall be effective on the dates provided in this Agreement.

The University shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional, specific, complete, and identifiable funding is not fully provided, the cost items shall be returned to the parties for further bargaining.

ARTICLE XVIII - DURATION

17.01 Duration of Agreement

This Agreement shall remain in full force and effect until midnight, June 30, 2024, and items contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

17.02 Rollover of Agreement

Should a successor Agreement not be executed by June 30, 2024, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after January 1, 2023.

SUPPLEMENTAL AGREEMENTS

INTELLECTUAL PROPERTY

There shall be a labor management committee comprised of an equal number of Union and University representatives for the purpose of discussing the intellectual property rights of graduate student employees.

INTERNATIONAL STUDENT WORKING GROUP

The University is fully committed to provide a safe and welcoming environment for all members of the bargaining unit, regardless of immigration status. There shall be a labor management committee comprised of an equal number of Union and University representatives for the purpose of discussing member issues related to immigrant graduate student employees.

APPENDIX A

MOU to go here

**Memorandum of Understanding
Between
GEO UMass Boston-UAW1596
and**

The University of Massachusetts-Boston

for a tentative agreement on financial proposals regarding a successor contract for 2021-2024.

This memorandum is entered into between the GEO UMass Boston-UAW1596 (“GEO”) and the University of Massachusetts-Boston (“UMB”).

The parties hereby agree that regarding financial proposals in the successor contract of 2021-2024, the following will take effect after the final contract is signed and ratified provided that the contract is ratified and signed by all necessary executors by _____.

1) Stipends

a) Research Assistant, Teaching Assistant, Administrative Assistant

- i) That effective July 1, 2021, a 4% increase to the gross amount of the minimum stipend (raising it from \$18,092 to \$18,816)
- ii) That effective July 1, 2022, a 4% increase to the gross amount of the minimum stipend (raising it from \$18,815.68 to \$19,569)
- iii) That effective July 1, 2023, a 4% increase to the gross amount of the minimum stipend (raising it from \$19,568.31 to \$20,352)

b) Teaching Fellow

- i) That effective July 1, 2021, a 4% increase to the gross amount of the minimum stipend (raising it from \$19,622 to \$20,407)
- ii) That effective July 1, 2022, a 4% increase to the gross amount of the minimum stipend (raising it from \$20,406.88 to \$21,224)
- iii) That effective July 1, 2023, a 4% increase to the gross amount of the minimum stipend (raising it from \$21,223.16 to \$22,073)

2) Health Insurance

That effective July 1, 2021, UMB will increase its maximum contribution to the health insurance to \$2250.

That effective July 1, 2022, UMB will increase its maximum contribution to the health insurance to \$2500.

That effective July 1, 2023, UMB will increase its maximum contribution to the health insurance to \$2750.

3) GEO Emergency Fund

That effective July 1, 2022, UMB will contribute \$50,000 to the GEO Emergency Fund

That effective July 1, 2023, UMB will annually contribute \$25,000 to the GEO Emergency Fund

That this is subject to the establishment of a joint labor-management committee (Emergency Fund Committee) of not more than four (4) members from each side to develop guidelines and procedures for the application process and distribution of these funds, and that the Emergency Fund Committee will begin work no later than ninety (90) days after the President of the University signs this memorandum. These funds do not carry forward/roll-over into subsequent years if there is a balance at the end of the fiscal year.

4) Scholarly Support Fund Increases

The University will add \$12,500.00 to its contribution to the Scholarly Support Fund as of June 1, 2022 for a total of \$25,000.00 per year.

5) COVID Payments

That UMB will remit a \$600 payment to each GA who qualifies by having worked in a bargaining unit position in AY 21-22. The \$600 payment will be pro-rated based on their highest level of FTE in either Fall '21 or Spring '22.

The employer and the Union will agree that the list attached as Attachment A represents the complete list of students who worked in the fall semester of 2021-2022 and were still enrolled in the spring semester of 2021-2022 who will be eligible for this bonus. This list is made up of students who worked in the Fall Semester of 21-22 and are still affiliated with the University as a graduate student. Students on this list will receive a bonus of \$600.00.

By mutual agreement only, students who are otherwise eligible for COVID Payments may be paid a retroactive payment. In order to be considered for a retroactive COVID payment, the Union must identify the member, and provide proof of eligibility and current bank account information into which payment can be made, in writing to the Senior Director of Labor Relations. The union must identify such students to the University not later than September 1, 2022.

Retroactivity of stipend increases and/or health insurance payment increases shall be paid to all GEO members who worked in the Spring semester AY21-22. Additionally, by mutual agreement only, students who worked in GEO in the fall semester of AY21-22 may be paid a retroactive stipend increases and/or retroactive health insurance payment increases in addition to those on the Attachment described in section 2 above. In order to be considered for a retroactive stipend payment, the Union must identify the member and provide current bank account information, into which payment can be made, in writing to the Senior Director of Labor Relations. The union must identify such students to the University not later than September 1, 2022.

6) Summer-Winter Labor-Management Committee

That the parties will establish a joint labor-management committee ("Summer Committee") to discuss the treatment of winter and summer employment by those who are in the GEO bargaining unit during the academic year; the Summer Committee will have no more than four (4) members from each party to the contract. The committee shall begin work no later than sixty (60) days after this agreement is signed by the President of the University.

7) GEO Organizing Committee Support

That UMB will increase the five (5) half-time (0.5 FTE) Academic Year Assistantships to six (6) such assistantships. In this current year, 2022, UMB will pay these six graduate hourly positions for 9 hours of work per week for the 14 weeks of the Summer term at the rate of \$29.04 per hour . Parties agree that if the University requires GEO Organizing assistants to work in future summer semesters, that work will be paid at the GEO minimum rate.

Signatures

For the Union

DocuSigned by:
Christopher R Whynach
E43E58421EC041D...

DocuSigned by:
Kathy Melish
95073805C44C459...

Date: _____

For UMB

DocuSigned by:
Joel Posner
C9868171DD2041A...

DocuSigned by:
John Dunlap 6/17/2022 | 10:24:45 AM E
529C9F9F3299489...

DocuSigned by:
Martin T Meehan 6/17/2022 | 4:45:11 PM E
8A62A71FF7F0468...

Martin T Meehan

DCOO

Date: _____