

**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, 2014 THROUGH JUNE 30, 2017**

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## **ARTICLE I – RECOGNITION**

### **1.01**

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**

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**

#### **Definitions:**

a) **Teaching Assistant I (TA I)** – 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 Assistant II (TA II)** – A graduate student employed on a salaried basis who is instructor of record for a lecture 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 bibliographical 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) **Administrative 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.

Some assistantships may consist of some combination of duties as listed above.

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.

## **ARTICLE II - UNION SECURITY**

### **2.01**

Any employee who is not a member of the Union on the effective date of this Agreement shall become a member or an agency fee payer on the thirty-first (31st) day following the effective date of this Agreement or date of employment, whichever is the later, and shall maintain his/her Union membership or agency service fee payment during his/her employment as a condition of employment.

Those who elect not to join the Union are required to pay an agency fee equivalent in amount to that of Union Dues. For all purposes of this Agreement, membership in the Union shall be deemed to have been maintained if an employee has not failed for a period of one (1) month to pay regular dues as provided in the Union's Constitution and Bylaws or the equivalent as agency fees.

The University shall provide each member of the bargaining unit with: 1) information about GEO (as furnished by the Union); 2) a copy of this Agreement; 3) a UAW/GEO Dues Deduction Form; and 4) a UAW/GEO Family Education Rights and Privacy Act (FERPA) waiver form at the time and place the employee receives and signs the Graduate Employee Assistantship contract. The University will also include a statement substantially similar to the statement in Appendix A.

Upon request of the Union, the University will provide the numbers (but not the names) of: 1) employees in the bargaining unit; and 2) employees who have opted to pay an agency fee.

Upon the request of the Union, the University shall suspend for one (1) pay period without pay any bargaining unit member who has failed to either join the Union or pay an agency fee as described in this Article and the University shall pay an amount equal to one (1) pay period's salary of any employee so suspended to a fund to be determined by the University and the Union no later than October of the current academic year. Such suspension shall, whenever possible, occur during a period of non-performance as provided for in Article 10.04.

The Union shall intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the University shall have no obligation to defend the suspension.

The parties will agree to engage in Labor/Management discussions around facilitating communications between the Union and its members.

## **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 his/her 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**

The University shall not discriminate on the basis of race, native language or dialect, gender, color, religion, marital status, parental status, national origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, or Union affiliation and or activities.

##### **4.02**

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.

##### **4.03**

The University shall notify any complainant in a sexual harassment complaint that he or she may be represented by the Union during any informal or formal procedure and shall notify the Union of any known complaint of sexual harassment; provided that the University shall not be required to furnish the complainant's name or any other identifying information to the Union.

##### **4.04**

Disputes concerning the application of this Article including any findings made pursuant to the Campus Affirmative Action or Sexual Harassment Grievance Procedure, 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 Campus Affirmative Action or Sexual harassment Grievance Procedure was not implemented fairly or that any member was otherwise mistreated.

#### **ARTICLE V - UNION REPRESENTATION**

##### **5.01**

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

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

The investigation and processing of grievances shall not take place during a unit member's time to perform their duties as listed in their contract with the University.

## 5.04

The parties shall establish a joint labor management committee consisting of three (3) members each from the administration and the Union. This committee shall meet as necessary during the academic year to discuss matters of concern to the administration and the Union.

## 5.05

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 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 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 October 15, and December 15 for the fall semester and February 15 and April 15 for the spring semester or at other times upon request, the total number of members in the bargaining unit, the total number of members of the bargaining unit who have authorized dues deductions, and the total number of members of the bargaining unit who have authorized agency service fee deductions. The University shall also provide the name, academic department, hire date, e-mail address, home address and phone number, work department, work department address and phone number, employment status, FTE, stipend, and length of contract of any member of the bargaining unit who has filed a waiver of rights under FERPA.

## 5.07

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

In lieu of release time, in each fall and spring semester, the University shall grant three (3) half-time (.50 FTE) and two (2) quarter-time (.25 FTE), semester-long 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 as additional compensation in equal payments over the course of the appropriate semester or as otherwise directed by the Union.

The Union will provide the Office of Graduate Studies the names of individuals serving in the semester-long assistantships, by August 1st, for the fall semester, and by December 1st, for the spring semester.

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 to 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

The University shall, within five business days, distribute, either through campus mail, U.S. mail, and/or email (at the Union's option) notices prepared and, in the case of campus mail or U.S. mail, furnished by the Union to members of the bargaining unit.

5.10

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.

5.11

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 budget cuts or campus allocations, with attention to the individual departments involved.

5.12

If the parties are unable to reach agreement during such meetings, 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.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

6.01

### **Definitions**

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, and class-action grievances at Step III. Class-action grievances are those which affect the unit as a whole.

b) Failure of a grievant to comply with any provision of this article shall be deemed a waiver of his/her right to seek solution of 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 whichever is appropriate shall be notified of any grievance filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any resolution made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Union represent him/her 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 job placement 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 whether disciplinary or otherwise for having processed such grievance; provided, however, that nothing herein contained shall derogate from the Chancellor to take any action that might be authorized or required to be taken to give effect to the resolution of the grievance.

Working day – Monday through Friday excluding holidays and University emergency closings.

6.02

### Procedures for Filing a Grievance

#### Step 1 (Informal Discussion)

The Employee and/or Union Representative shall present the grievance to the employee's immediate supervisor within twenty (20) working days of the time when knowledge of the events leading to the



grievance should reasonably be known. The immediate supervisor shall meet with the parties, attempt to resolve the matter and respond within seven (7) working days of the meeting.

**Step** **2**

If the grievance has not been resolved at Step I, 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 meet with the parties, attempt to resolve the problem and respond in writing 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**

Failing satisfactory adjustment at the second step, the grievance may be referred to the Chancellor or designee within fourteen (14) working days after the intermediate supervisor's decision is due. The Chancellor or 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, the grievant and the Union may assume that the grievance is denied and invoke the next step of the procedure.

**Step** **4**

In the event the Union fails to accept the third step decision, 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**

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

### **7.02**

Examples of just cause for the purposes of this Agreement:

- a) Failure to maintain good academic standing in accordance with 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

Individuals dismissed for failure to perform their duties in an acceptable manner will be ineligible for future reappointment as graduate employees, unless such dismissal is overturned through the grievance and arbitration procedure of this Agreement.

## ARTICLE VIII - JOB POSTINGS

### 8.01

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

### 8.02

Job opportunities for continuing graduate students shall normally be posted. Postings will be made available on the web and in hard copy in areas readily accessible to students in those programs to which the positions are targeted. Posting will be at the option 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

Decisions on the awarding of positions shall be made by the department in a reasonable time frame after the posted deadline for applying. A more detailed written letter of appointment which indicates duties and responsibilities, hours and locations of work, and all other relevant information shall be provided to the graduate employee prior to his/her 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. 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 or different terms of employment will be included in the initial letter of appointment. A copy of the letter of appointment 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**

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

### **9.02**

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**

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.

### **9.04**

Reasonable notice of employment shall be given.

- a) Normally, notice of employment for the academic year shall be given by June 15th, or when the state appropriation for the Boston campus is finalized. 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 June 15th, and for the spring semester by the tenth day following the due date for submission of fall grades.
- b) Circumstances that cause changes in departmental schedules which occur after the above dates may affect employment opportunities for unit members.

### **9.05**

Contracts under 9.04 (a) will be available for signature two weeks prior to the first day of the semester.

## **ARTICLE X - WORKLOAD AND WORK YEAR**

### **10.01**

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

### **10.02**

The work year shall consist of two discrete employment periods corresponding to the fall and spring semesters normally beginning with the first day of classes and ending with the due date for submission of final grades as defined by the academic calendar, unless a different term of employment has been identified.

**10.03**

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.

**10.04**

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 term of employment must be agreed upon by the supervisor and graduate student employee, and reduced to writing in a letter of appointment prior to the assumption of a position (see 8.03).

**10.05**

Nothing stated in this agreement shall prohibit graduate student employees from securing additional off-campus employment.

**10.06**

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 his or her contract stipulates. 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.

**10.07**

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.

**10.08**

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**

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

All new Graduate Assistants and Teaching 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 and Teaching Assistants shall attend an orientation that will be scheduled no earlier than the start 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.

#### 10.11

The University shall fund a pool consisting of \$9,000.00 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.

### **ARTICLE XI - LAYOFF AND RECALL**

#### 11.01

If the Administration determines that it may be necessary to abrogate for financial reasons 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 financial reasons 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 all tuition 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

If the Administration determines that it may be necessary to abrogate, due to organizational or programmatic changes, the contract of any graduate student employee prior to its expiration date, the Administration shall so notify GEO and shall provide a minimum of thirty days to consult with GEO. If, after consulting with GEO, the Administration determines that it remains necessary to abrogate, due to organizational or programmatic changes, the contract of any graduate student employee, prior to its expiration date, the Administration shall so notify GEO and shall provide GEO with a list of affected individuals. Affected individuals shall receive a minimum notice period of one semester. Affected individuals shall receive all tuition and curriculum fee waivers for which they would have been eligible had their contract not been terminated prior to its expiration date.

#### 11.03

If, at any point within the residual contract period or the residual period of commitment specified in the original offer letter, whichever is longer, the department from which the graduate student employee was laid off is able to make a graduate student appointment for which the laid off individual is, in the opinion of the department head, qualified, the laid off individual will have recall rights to that position.

## **ARTICLE XII - 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.

## **ARTICLE XIII - STIPENDS**

### **13.01**

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**

Effective September 1, 2014, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant I, Research Assistant, or Administrative Assistant shall be as follows:

Full-time	\$16,388
Three quarter	\$12,291
Half	\$8,194
One quarter	\$4,097

Effective September 1, 2014, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant II shall be as follows:

Full-time	\$17,774
Half	\$8,887

Effective September 1, 2015, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant I, Research Assistant, or Administrative Assistant shall be as follows:

Full-time	\$16,880
Three quarter	\$12,660
Half	\$8,440
One quarter	\$4,220

Effective September 1, 2015, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant II shall be as follows:

Full-time	\$18,308
Half	\$9,154

Effective September 1, 2016, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant I, Research Assistant, or Administrative Assistant shall be as follows:

Full-time	\$17,387
Three quarter	\$13,040
Half	\$8,694
One quarter	\$4,347

Effective September 1, 2016, the minimum annual stipend of each member of the bargaining unit in the position of Teaching Assistant II shall be as follows:

Full-time	\$18,858
Half	\$9,429

### 13.03

The University shall waive the cost of tuition for any assistant who is classified at least 1/4 assistant for the three (3) years of this agreement.\

### 13.04

This section intentionally left blank

### 13.05

Upon submission by a doctoral graduate student employee's Graduate Program Director of a signed form attesting that the student has completed all required dissertation credits, the University shall waive the full cost of the curriculum fee for that student, up to a maximum of the amount generated by a six-credit load.

### 13.06

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.

### 13.07

The University will make available the same number of Educational Operations Fee waivers as there are FTE assistantships funded out of the Office of Graduate Studies or comparable location.

Educational Operations Fee waivers will be granted to all graduate assistants funded by Office of Graduate Studies, regardless of degree level, pro-rated according to the percentage of an FTE assistantship held by an individual:

- A full-time assistant will have 100% of his/her billed Educational Operations Fee waived (up to a maximum of a 12-credit waiver).

- A 3/4 assistant will have 75% of his/her billed Educational Operations Fee waived (up to a maximum of a 9-credit waiver).
- A 1/2 assistant will have 50% of his/her billed Educational Operations Fee waived (up to a maximum of a 6-credit waiver).
- A 1/4 assistantship will have 25% of his/her billed Educational Operations Fee waived (up to a maximum of a 3-credit waiver).

Assistants funded by grants or contracts will receive a parallel benefit not through waiver, but through payment of the appropriate portion of their billed curriculum fee-into accounts and/or by methods as determined by the University. The University agrees that if the curriculum fee is renamed, in full or in part, graduate student employees will not be adversely impacted by the name change.

University administrative units outside of the Office of Graduate Studies that hire assistants shall offer Educational Operations Fee waivers pursuant to the above percentages through accounts as may be determined by the University.

Job postings for assistantships funded by other university administrative units will state the amount of the Educational Operations Fee waiver.

**Article 13.08**

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

<b>Fall Semester</b>	
Prior to September 1	0%
September 1-30	25%
October 1-31	50%
November 1-30	75%
December 1-end of semester	100%
<b>Spring Semester</b>	
Prior to February 1	0%
February 1-28/29	25%
March 1-31	50%
April 1-30	75%
May 1-end of semester	100%

**ARTICLE XIV - HEALTH AND WELFARE**

**14.01**

Effective September 1, 2014, the University shall pay the cost of the University of Massachusetts Boston Student Health Insurance Plan up to 85%, 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	\$1780
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¾ time	\$1335
½ time	\$890
¼ time	\$445

14.02

For Assistants funded out of grants or contracts: The cost of health 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 insurance, the University shall have no obligation to pay for such health insurance.

14.03

This section intentionally left blank.

14.04

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

This Section intentionally left blank.

14.06

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 - 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 XVI - COST ITEMS AND APROPRIATION 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 XVII - DURATION**

### **17.01**

This Agreement shall remain in full force and effect until midnight, June 30, 2017, and items contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

### **17.02**

Should a successor Agreement not be executed by June 30, 2017, 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, 2017.

## **SUPPLEMENTAL AGREEMENTS**

### **INCLEMENT AND HAZARDOUS CONDITIONS**

#### **Section 1**

For the purposes of this Supplemental Agreement, an inclement weather or hazardous condition shall exist whenever the campus announces a closing or delayed opening in accordance with the "Snow and Emergency Weather Policies and Procedures" as may be amended from time to time, or, in the absence of such an announcement (e.g. on weekends), whenever the Director of Facilities or the Director of Public Safety determines that an inclement weather or hazardous condition exists; provided, such inclement or hazardous condition shall commence at the start of the next shift following such announcement or as otherwise specified (such as in the case of an early closing announcement) and shall continue until 7:00 A.M. on the morning following the last day of any such inclement weather or hazardous condition.

#### **Section 2**

Only employees who have been designated essential personnel shall be required to work during an inclement weather or hazardous condition.

#### **Section 3**

Any employee who is required to work beyond an announced early closing shall be compensated for all hours worked beyond such early closing as provided for in sections 4, 5, and 6 of this Supplemental Agreement.

Section 4

For the purpose of this Supplemental Agreement, the parties recognize the current practice of compensating employees for any regularly scheduled hours of work that occur during an inclement weather or hazardous condition; provided that, any employee who is scheduled to be absent due to authorized vacation, sick, or personal leave during an inclement weather or hazardous condition shall not be so compensated.

Section 5

In addition to any compensation referred to in Section 4, above, any employee who has been designated as essential personnel and who reports to work during an inclement weather or hazardous condition shall be compensated at a rate of time and one-half (1½) his/her hourly regular rate of pay for all hours worked during his/her regularly scheduled tour of duty.

Section 6

Any such essential personnel who report to work during an inclement weather or hazardous condition at times beyond his/her regularly scheduled tour of duty shall be compensated at a rate of time and one-half (1½) his/her hourly regular rate of pay for all hours worked.

**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.

Signatures

For the Union

Josephine White  
Stephynne  
[Signature]  
Date \_\_\_\_\_

For the University of Massachusetts-Boston

[Signature]  
James R Brown  
[Signature]  
Date 1/2/15

## APPENDIX A

As you may know, graduate assistants at UMass Boston are represented by the Graduate Employee Organization (GEO), an affiliate of United Auto Workers (UAW), Local 1596. Enclosed is an information packet prepared by GEO, including the benefits of membership and a Dues Deduction Form. Whether you chose to join GEO is up to you. However, if you chose not to join, GEO requires that you pay an agency service fee.

The Massachusetts Public Employee Collective Bargaining Law (Massachusetts General Law Chapter 150E) allows employers and unions to include so-called union security clauses that require the payment of union dues or an agency service fee in their collective bargaining agreements. However, once the clause is negotiated, the employer plays a limited role in its enforcement. The union sets the amount of both the dues and the agency service fee and instructs the employer when to impose a sanction for non-payment.

Further, because you are employed as a result of your status as a student, your employment status is an "education record" as defined by the Family Education Rights and Privacy Act (FERPA). 34 CFR 99.3 (b)(3)(ii). Accordingly, the University has not disclosed your status as a student employee to GEO. The University has instead developed a process that coordinates the efforts of the Office of Graduate Studies and the Human Resources Department to both protect your confidential education records under FERPA and to meet its obligation under the collective bargaining agreement.

For convenience, the Office of Graduate Studies has agreed to collect and forward Dues Deduction Forms to GEO on behalf of graduate student employees. However, please note that submitting a completed Dues Deduction Form (and thereby voluntarily identifying yourself as a graduate student employee) is not a University requirement. Although you may not join GEO without voluntarily identifying yourself, you may choose to pay an agency fee and keep your identify as a graduate student employee confidential.

Finally, the Massachusetts Labor Relations Commission deals with complaints about both the amount imposed as an agency service fee and the process by which a demand for the payment of that fee is made. For more information, you may contact the Commission at (617) 727-3505.