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NOTES

Language that is omitted from the ratification document is language that remains unchanged between the 2017-2020 and 2020-2023 agreements. A full copy of the previous GEO contract is available upon request at the ratification table.

Article 3, “GEO Security,” features substantial changes due to changes in US labor law in the wake of the Janus vs. AFSCME Supreme Court decision.

Article 35, “Health Fees,” features language that GEO bargained for in the last round of negotiations, which governs the eligibility of members for insurance cost reduction for the individual and family plans.. The university disputed the language, saying they never agreed to it at the table. An unfair labor practice charge was filed in 2019 as a result of this. At the table this time around, the university agreed to accept and implement the existing language provided that GEO withdraw the ULP. We did not include this language in the ratification document because GEO’s position is and has been that this is the language we bargained for and that it is, for all intents and purposes, already in effect. This is a long overdue victory for GEO and we are pleased to finally have closure on the issue.

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Article 1 Recognition - **Current Language**

Recognition UAW and UAW Local 2322/GEO shall be the representative of and the bargaining unit shall consist of: Teaching Associates (TO), Teaching Assistants (TA), Research Assistants (RA), Project Assistants (PA), Assistant Residence Directors (ARD), and Graduate Interns employed by the University of Massachusetts Amherst, and University of Massachusetts Amherst Fellows and Trainees whose duties and responsibilities are substantially similar to those of TOs, TAs, RAs, PAs, ARDs, or Interns, for the purpose of good faith negotiations with the Administration on matters relating to employment policies and practices. The subjects of negotiation shall explicitly exclude matters relating to academic policies. The bargaining unit shall also include graduate student employees of the President's Office working in the above positions at the University of Massachusetts Amherst campus who are employed by the Donahue Institute.

The Union and the University agree to convene a working group by July 1, 2018 consisting of three members appointed by the university and three appointed by the union. The working group will place some number of fellows who receive funding from outside sources to the extent allowed by their individual funding sources in the GEO bargaining unit. The working group may include classes of fellows in the bargaining unit on a rolling basis, to be completed by September 1, 2019. The working group will also be authorized to extend similar benefits and protections to those externally funded fellows whose funding sources do not permit inclusion in the unit.

ARTICLE 1 Recognition - **Proposed Changes**

UAW and UAW Local 2322/GEO shall be the representative of and the bargaining unit shall consist of: Teaching Associates (TO), Teaching Assistants (TA), Research Assistants (RA), Project Assistants (PA), Assistant Residence Directors (ARD), and Graduate Interns employed by the University of Massachusetts Amherst, and University of Massachusetts Amherst Fellows and Trainees, and external Prestigious Graduate Fellows (**unless prohibited by law or the terms of the funding agency**) whose duties and responsibilities are substantially similar to those of TOs, TAs, RAs, PAs, ARDs, or Interns, for the purpose of good faith negotiations with the Administration on matters relating to employment policies and practices. The subjects of negotiation shall explicitly exclude matters relating to academic policies. The bargaining unit shall also include graduate student employees of the President's Office working in the above positions at the University of Massachusetts Amherst campus who are employed by the Donahue Institute.

~~The Union and the University agree to convene a working group by July 1, 2018 consisting of three members appointed by the university and three appointed by the union. The working group will place some number of fellows who receive funding from outside sources to the extent allowed by their individual funding sources in the GEO bargaining unit. The working group may include classes of fellows in the bargaining unit on a rolling basis, to be completed by September 1, 2019. The working group will also be authorized to extend similar benefits and protections to those externally funded fellows whose funding sources do not permit inclusion in the unit.~~

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Article 2, Definitions - **Current Language**

"Department" - academic or non-academic department or other analogous unit that employs graduate student employees graduate student employees

"Department Chair" - department head or chair or designee

"Graduate Student Employee" - those TAs, TOs, RAs, PAs, ARDs, Interns, Fellows, and Trainees represented by GEO as defined in Article 1, Recognition

"Administration" - department heads and chairs, deans, division heads, vice chancellors, chancellor, and designees of such officials at the University of Massachusetts at Amherst

"GEO" - GEO is defined as and recognized to be the Graduate Employee Organization unit of the UAW and its Local 2322.

"Union" - Local 2322 and/or UAW.

“Local” – Local 2322 of the UAW. “International Union” – United Automobile, Aerospace and Agricultural Implement Workers of America.

"Teaching Associate" - a graduate student employed on a salaried basis responsible for the teaching and grading of a course. A TO may have additional, related duties as assigned.

"Teaching Assistant" - a graduate student employed on a salaried basis with one or more of the following responsibilities in courses for which they do not have primary responsibility: (1) coordinate, lead, or assist in the instructional process in preparation and direct

interaction with students in lab, discussion, quiz, or problem sessions; (2) meet with students and teach during office hours; (3) grade papers; (4) grade and proctor exams; (5) supervise undergraduate interns; (6) counsel students; (7) administer colloquium programs. A TA may have additional, related duties as assigned.

"Research Assistant" - a graduate student employed on a salaried basis to perform work related to academic research, including but not limited to, the gathering and analysis of data, the development of theoretical analyses and models, the production or publication of scholarly journals and research reports, which is primarily for their own research, and is secondarily for the benefit of the University, faculty or academic staff supervisor, or a granting agency.

"Project Assistant" - a graduate student employed on a salaried basis to perform work related to academic research, including but not limited to the gathering and analysis of data, the development of theoretical analyses and models, the production or publication of scholarly journals and research reports, which is primarily for the benefit of the University, faculty or academic staff supervisor, or a granting agency, and is secondarily for the graduate student employee's own research.

"Intern" - a graduate student employed on a salaried basis, in academic, research, service, or administrative support, to perform work which is specifically designed to support or enrich his or her academic experience, and/or provide practical experience which directly augments their classroom studies.

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"Fellow" – a graduate student who is receiving an award made to assist the student in the pursuit of their studies or research, usually with no requirement for service or performance.

"Trainee" – a graduate student who is receiving an award made to assist the student in the pursuit of their studies or research, sometimes with and sometimes without the requirement of service or performance, but usually limited to a specific discipline by the granting agency.

"Assistant Residence Director" (which is also "Assistant Residence Director/Live-in Residence Hall Graduate Assistant")—a graduate student employed on a salaried basis whose responsibilities are as described in the appended current job description (or subsequent amendments) and who is required, as a condition of employment, to be a graduate student and to reside in University-assigned housing. Notwithstanding anything to the contrary elsewhere in this Agreement, a full-time ARD shall be defined as twenty hours per week.

"Full-time" – twenty hours per week, thirty-eight weeks per year, except as defined elsewhere for Assistant Residence Directors

"Waiver" – relief from any obligation to pay

"Exemption" – transfer of the obligation to pay from the individual graduate student employee

Article 2, Definitions - **Proposed Changes**

After "Fellow," add:

"Prestigious Graduate Fellow" - a graduate student who applies for and receives an external award made to assist the student in the pursuit of their studies or research, usually with no requirement for service or performance. Individuals pursuing a prestigious fellowship shall notify the Graduate School when applying for and upon receiving a prestigious fellowship. Prestigious Graduate Fellows shall have a "without-salary" status. The following Articles shall not apply to Prestigious Graduate Fellows unless the same or similar benefits are provided through the extramural agency:

- Article 20 - Job Descriptions
- Article 23 – Appointment and Reappointment
- Article 29 – Job Security
- Article 38 – Vacation
- Article 39 – Additional Time Off

Fellowships that provide a semester stipend equivalent to at least 190 hours times the campus minimum hourly rate outlined in Article 32, "Stipends," shall automatically be considered under this definition and included in the bargaining unit.

The university will provide the union with a list of graduate students on fellowship within four weeks of the beginning of each academic semester. In the event that the parties become aware of a fellowship that meets the definition of a Prestigious Graduate Fellow, which falls below the above mentioned 190 hour semester stipend equivalent, but which reaches or exceeds an 85 hour semester stipend equivalent threshold, the parties agree to meet promptly to discuss the inclusion of that fellow within the bargaining unit. Further, if applicable law or terms of a funding agency seemingly prohibit inclusion of a prestigious graduate fellowship in the bargaining unit the parties agree to meet promptly to discuss potential remedies or changes.

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Article 3, GEO Security - **Current Language**

Dues or Agency Fee

A. All graduate student employees covered by this Agreement shall be eligible for membership in GEO. Such membership shall require the payment of dues as determined by the Union. Beginning thirty days following the commencement of their appointment, each graduate student employee who elects not to join or maintain membership in the Union shall be required to pay an agency fee to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Department of Labor Relations, Section 17.05). The Local shall have the exclusive right to the checkoff and transmittal of Union dues and agency fees on behalf of each graduate student employee.

Initiation Fee

B. A graduate student employee may consent in writing to the authorization of the deduction of the one-time initiation fee and Union dues, or of agency fees, from their pay and to the designation of the Local as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the graduate student employee.

Payroll Deduction

C. The Administration shall deduct initiation fees, dues, or agency fees from the pay of graduate student employees who have indicated on a signed form that they request such a deduction in accordance with this Article and transmit such funds in accordance with University policy to the treasurer of the Local within thirty calendar

days after the last day of the month in which the deduction is made, together with a list of graduate student employees whose dues and agency fees are transmitted and those who have added or withdrawn their dues or agency fee deduction authorization, provided that the Administration is satisfied by such evidence as it may require that the treasurer of the Local has given a bond, in a form approved by the Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Administration.

D. It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union agrees that it will indemnify and hold the Administration harmless from any and all claims, demands, liability, costs, or damages arising from or related to this Article.

E. The treasurer of the Local shall submit and certify to the Administration each year the annual dues and agency fees payable to the Union.

F. Dues and agency fee deductions and the one-time initiation fee will ordinarily commence within twenty-one (21) calendar days after receipt by Human Resources of the Authorization of Payroll Deduction form. In the event of an administrative error in the authorized deduction of the Union dues or agency fees from a graduate student employee's wages, the parties shall meet to attempt to correct the error in an expeditious manner.

G. A graduate student employee who has not previously authorized payment of Union dues or agency fees through payroll deduction may subsequently authorize Union dues or agency fee deduction by submitting an authorization form to the Payroll Office. Such

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authorization shall be in a form acceptable to the Administration and shall bear the signature of the graduate student employee. A graduate student employee may withdraw their Union dues or agency fee deduction authorization by submitting a form, acceptable to the Administration and which bears the signature of the graduate student employee, to the Payroll Office at least sixty days in advance of the effective date.

H. GEO shall be afforded the opportunity to distribute dues and agency fee deduction forms at the orientation sessions described in Article 12.

I. As an agreed upon program, departments will attach to all graduate student employee assistantship contracts (GFAF forms) an Authorization of Payroll Deduction for Union dues and initiation fee or agency service fee. GEO will provide departments with a sufficient number of copies of said Authorization form to attach to all GFAF forms. Said Authorization form shall be in a form acceptable to the Administration and GEO and in accordance with this Article. GEO will forward to the Payroll Department in Human Resources only those authorizations signed by graduate student employees who, to the best of GEO's knowledge, are not already having dues or fees deducted from their paychecks or who are switching from dues to fee or vice versa.

Assistantship Contract Statement

J. All graduate student employee appointment forms will include the following statement: "All graduate student employees who are appointed as TAs, TOs, RAs, PAs, ARDs, Interns, and Working Fellows, except those working in the Chancellor's Office or any of the Vice Chancellors' offices, are covered by a collective bargaining

agreement between International Union, UAW, GEO, Local 2322 and the University which determines graduate student employees' working conditions and benefits. This agreement requires that all such TAs, TOs, RAs, PAs, ARDs, Interns, and Working Fellows must either join the Union and pay dues, or pay a service fee as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05)."

K. Any graduate student employee failing to pay the agency fee required by this Article shall be suspended from employment without pay for a period of two weeks when classes are not in session for the non-payment of dues or agency fee. Such sanction shall not occur unless the provisions of Sections 17.05 and 17.16 of the Rules and Regulations of the Massachusetts Department of Labor Relations with respect to such sanctions have first been complied with. No sanction shall occur if the employee has paid all agency fee arrearages. Furthermore, if before the beginning of the second week of suspension, the employee satisfies the arrearage, the second week of suspension shall not be imposed. Suspensions for non-payment of dues or agency fee may occur in a semester subsequent to that for which the bargaining unit member has failed to pay dues or agency fee. 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 Employer/University Administration shall have no obligation to defend the suspension.

Arbitration

L. In the event that any dispute concerning this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the Administration to pay any agency fee on behalf of any graduate

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student employee. If the arbitrator decides that the bargaining unit employee has failed to pay or authorize the payment of the agency fee in accordance with this article, the only remedy shall be the suspension of the bargaining unit employee for two weeks without gross pay and the payment by the University of an amount equal to the two weeks' pay into the parties' Health and Welfare Fund.

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Article 3, GEO Security - **Proposed Changes**

I. Dues ~~or Agency Fee~~

All graduate student employees covered by this Agreement shall be eligible for membership in GEO. Such membership shall require the payment of dues as determined by the Union. ~~Beginning thirty days following the commencement of their appointment, each graduate student employee who elects not to join or maintain membership in the Union shall be required to pay an agency fee to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Department of Labor Relations, Section 17.05).~~ The Local shall have the exclusive right to the checkoff and transmittal of Union dues ~~and agency fees~~ on behalf of each graduate student employee.

II. Initiation Fee

A graduate student employee may consent in writing to the authorization of the deduction of the one-time initiation fee and Union dues, ~~or of agency fees~~, from their pay and to the designation of the Local as the recipient thereof. Such consent shall be in a form acceptable to the Administration and shall bear the signature of the graduate student employee.

III. Payroll Deduction

The Administration shall deduct initiation fees, ~~or dues, or agency fees~~ from the pay of graduate student employees who have indicated on a signed form that they request such a deduction in accordance with this Article and transmit such funds in accordance with University policy to the treasurer of the Local within thirty calendar days after the last day of the month in which the deduction is made, together with a list of graduate student employees whose dues ~~and agency fees~~ are transmitted and those who have added or withdrawn their dues ~~or agency fee~~ deduction authorization, provided that the

Administration is satisfied by such evidence as it may require that the treasurer of the Local has given a bond, in a form approved by the Administration, for the faithful performance of their duties in a sum and with such surety or securities as are satisfactory to the Administration.

It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union agrees that it will indemnify and hold the Administration harmless from any and all claims, demands, liability, costs, or damages arising from or related to this Article.

The treasurer of the Local shall submit and certify to the Administration each year the annual dues ~~and agency fees~~ payable to the Union.

Dues ~~and agency fee~~ deductions and the one-time initiation fee will ordinarily commence within twenty-one (21) calendar days after receipt by Human Resources of the Authorization of Payroll Deduction form. In the event of an administrative error in the authorized deduction of the Union dues ~~or agency fees~~ from a graduate student employee's wages, the parties shall meet to attempt to correct the error in an expeditious manner.

A graduate student employee who has not previously authorized payment of Union dues ~~or agency fees~~ through payroll deduction may subsequently authorize Union dues ~~or agency fee~~ deduction by submitting an authorization form to the Payroll Office. Such authorization shall be in a form acceptable to the Administration and shall bear the signature of the graduate student employee. A graduate student employee may withdraw their Union dues ~~or agency fee deduction~~ authorization by submitting a form, acceptable to the Administration and which bears the signature of the graduate student employee, to the Payroll Office at least sixty days in advance of the effective date.

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GEO shall be afforded the opportunity to distribute dues ~~and agency fee~~ deduction forms at the orientation sessions described in Article 12.

As an agreed upon program, departments will attach to all graduate student employee assistantship contracts (GFAF forms) an Authorization of Payroll Deduction for Union dues and initiation fee ~~or agency service fee~~. GEO will provide departments with a sufficient number of copies of said Authorization form to attach to all GFAF forms. Said Authorization form shall be in a form acceptable to the Administration and GEO and in accordance with this Article. GEO will forward to the Payroll Department in Human Resources only those authorizations signed by graduate student employees who, to the best of GEO's knowledge, are not already having dues ~~or fees~~ deducted from their paychecks or who are switching from dues ~~to fees~~ to non-member or vice versa.

IV. Assistantship Contract Statement

All graduate student employee appointment forms will include the following statement: "All graduate student employees who are appointed as Tas. TOs, Ras. PAs, ARDs, Interns, and Working Fellows, except those working in the Chancellor's Office or any of the Vice Chancellors offices, are covered by a collective bargaining agreement between International Unions, UAW, GEO, Local 2332 and the University which determines graduate student employees' working conditions and benefits. ~~This agreement requires that all such Tas, TOs, Ras, Pas, ARDs, Interns, and Working Fellows must either join the Union and pay dues, or pay a service fee as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05)."~~

~~V. Penalty for Non-Payment of Service Fee~~

~~Any graduate student employee failing to pay the agency fee required by this Article shall be suspended from employment without pay for a period of two weeks when classes are not in session for the non-payment of dues or agency fee. Such sanction shall not occur unless the provisions of Sections 17.05 and 17.16 of the Rules and Regulations of the Massachusetts Department of Labor Relations with respect to such sanctions have first been complied with. No sanction shall occur if the employee has paid all agency fee arrearages. Furthermore, if before the beginning of the second week of suspension, the employee satisfies the arrearage, the second week of suspension shall not be imposed. Suspensions for non-payment of dues or agency fee may occur in a semester subsequent to that for which the bargaining unit member has failed to pay dues or agency fee. The Union shall intervene and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the suspension.~~

~~Arbitration~~

~~In the event that any dispute concerning this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the Administration to pay any agency fee on behalf of any graduate student employee. If the arbitrator decides that the bargaining unit employee has failed to pay or authorize the payment of the agency fee in accordance with this article, the only remedy shall be the suspension of the bargaining unit employee for two weeks without gross pay and the payment by the University of an amount equal to the two weeks' pay into the parties' Health and Welfare Fund.~~

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Article 4, Time Off for GEO Business - **Current Language**

(a) The Administration shall during each academic year of the Agreement provide released time to five graduate student employees of GEO's choosing, supervised by GEO, at the average TA stipend, calculated as of the first day of the fall semester of the respective academic years, for the purpose of administering this Agreement. All five (5) appointments shall be for twenty hours per week fifty-two weeks per year. The graduate student employees appointed to these positions shall receive tuition and fee waivers in accordance with this Agreement.

Article 4, Time Off for GEO Business - **Proposed Changes**

a. The Administration shall during each academic year of the Agreement provide released time to six graduate student employees of GEO's choosing, supervised by GEO, at the average TA stipend, calculated as of the first day of the fall semester of the respective academic years, for the purpose of administering this Agreement. All six (6) appointments shall be for twenty hours per week fifty-two weeks per year. The graduate student employees appointed to these positions shall receive tuition and fee waivers in accordance with this Agreement.

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Article 5, Access to Campus - **Current Language**

GEO/Local 2322/UAW staff representatives and officers will be permitted access to employees' workspaces for the performance of official Union business, provided that there is no disruption of University operations and no interference with the assignment and direction of employees, nor with the discharge of any employee's duties and responsibilities.

Requests for access by staff representatives, who are not also graduate students, will be made in advance and will not be unreasonably denied.

GEO/Local 2322/UAW will furnish the University with a list of staff representatives and officers.

Article 5, Access to Campus - **Proposed Changes**

GEO/Local 2322/UAW staff representatives and officers will be permitted access to employees' workspaces for the performance of official Union business, provided that there is no disruption of University operations and no interference with the assignment and direction of employees, nor with the discharge of any employee's duties and responsibilities.

Requests for access by staff representatives, who are not also graduate students, will be made in advance and will not be unreasonably denied.

GEO/Local 2322/UAW will furnish the University with a list of staff representatives and officers.

The University will provide a suitable space within the first 30 days of every semester for GEO/Local 2322/UAW to host a full-day benefits fair. If the union believes the space offered is not suitable they may request a meeting with the University to discuss.

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Article 9, Access to Information - **Current Language**

2. Additional information for all graduate student employees who have signed FERPA waivers which shall be a listing of a unique identifier assigned by the Assistantship Office which shall be used to identify said graduate student employee for the duration of their graduate student employment at the University, name, waiver type, employment category, work department, number of hours contracted for, stipend, and length of contract;

Article 9, Access to Information - **Proposed Changes**

2. Additional information for all graduate student employees who have signed FERPA waivers which shall be a listing of a unique identifier assigned by the Assistantship Office which shall be used to identify said graduate student employee for the duration of their graduate student employment at the University, name, **HR Employee ID**, waiver type, employment category, work department, number of hours contracted for, stipend, and length of contract;

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Article 12, GEO Orientations - **Current Language**

By July 15 of each year the University agrees to mail to graduate students who have accepted the University's offer of admission GEO orientation materials prepared by GEO and submitted to the Provost's Office at least one (1) week in advance. GEO will reimburse the University for the cost of such mailing.

Upon request of GEO, the Administration will provide GEO with copies of this Agreement; and GEO will pay the Administration's cost of copying. Official GEO representatives shall be given at least five minutes to speak and space for materials at the one-day orientation program conducted in the fall by the Center for Teaching.

Official GEO representatives shall also be given at least five minutes to speak and distribute materials at departmental academic orientation sessions or similar sessions dealing with graduate student employee training for those departments that choose to hold such sessions, and, at Division of Continuing Education orientation sessions, if such sessions are held.

The Administration will notify GEO of the date, time, and location of all campus-wide orientations for graduate student employees, in writing by August 1st or as soon as the campuswide orientation sessions are scheduled, whichever is later. The Administration will also notify GEO of any known departmental orientation sessions as described above, in writing, by August 15th or as soon as the Administration becomes aware of the sessions, whichever is later. The Administration will post the GEO Agreement on the Internet and will make paper copies available at the one-day orientation program conducted in the fall by the Center for Teaching and at departmental orientation sessions as described above.

The University will conduct a graduate student employee orientation program, which will be mandatory for all new graduate student

employees. The program will be offered during the first two weeks of fall and spring semesters and, at the discretion of the University, at other times during the academic year. GEO representatives will be given time to speak and to distribute dues and agency fee payroll deduction forms at all sessions of this program. The program will be designed to provide and collect information necessary to process graduate student employee appointments for payroll, including but not limited to intellectual property policy descriptions and participation agreements. A comprehensive check-list of all paperwork that must be filled out in order for graduate student employees to get paid will be highlighted at each session.

All TAs and TOs who are scheduled to teach for the first time at the University of Massachusetts Amherst shall attend the one-day orientation program conducted in the fall by the Center for Teaching. Graduate student employees whose departments conduct training or orientation programs comparable to that of the Center shall, at the department head's option, attend the departmental program in addition to or in lieu of the Center's; except that any such graduate student employee may, upon request by the graduate student employee and approval by the Director of the Center for Teaching, attend the Center for Teaching program in addition to the departmental program.

All departments that develop or have developed written training plans shall provide a copy to the Center for Teaching (for teaching appointments) and to the Provost's Office (for all appointments). The Provost's Office shall forward these plans to GEO.

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Article 12, GEO Orientations - **Proposed Changes**

Official GEO representatives shall be given at least fifteen minutes to speak (and, if in person, space for materials) ~~as part of the one-day~~ orientation program (Teaching Academy) ~~conducted in the fall~~ by the Center for Teaching Graduate School. Official GEO representatives shall also be given at least fifteen minutes to speak and distribute materials at departmental academic orientation sessions or similar sessions dealing with graduate student employee training for those departments that choose to hold such sessions, and, at Division of Continuing Education orientation sessions, if such sessions are held.

The Administration will notify GEO of the date, time, and location of all campus-wide orientations for graduate student employees, in writing by August 1st or as soon as the campus wide orientation sessions are scheduled, whichever is later. For the spring semester, the Administration will notify GEO of the date, time, and location of all campus-wide orientations for graduate student employees, in writing by January 1st or as soon as the campus-wide orientation sessions are scheduled, whichever is later. The Administration will also notify GEO of any known departmental orientation sessions as described above, in writing, by August 15th or as soon as the Administration becomes aware of the sessions, whichever is later. For the spring semester, the Administration will also notify GEO of any known departmental orientation sessions as described above, in writing, by January 15th or as soon as the Administration becomes aware of the sessions, whichever is later. The Administration will post the GEO Agreement on the Internet and will make paper copies available upon request at the ~~one-day~~ orientation programs ~~conducted in the fall by the Center for Teaching and at departmental orientation sessions as~~ described above.

The University will conduct a graduate student employee orientation program, which will be mandatory for all new graduate student employees. The program will be offered during the first two weeks

of fall and spring semesters and, at the discretion of the University, at other times during the academic year. GEO representatives will be given time to speak and to distribute dues ~~and agency fee~~ payroll deduction forms at all sessions of this program. The program will be designed to provide and collect information necessary to process graduate student employee appointments for payroll, including but not limited to intellectual property policy descriptions and participation agreements. The University shall post a hiring packet online of all paperwork that must be filled out in order for graduate student employees to get paid. ~~A comprehensive check-list will be highlighted at each session.~~

All TAs and TOs who are scheduled to teach for the first time at the University of Massachusetts Amherst should attend the ~~one-day~~ orientation program (Teaching Academy) ~~conducted in the fall~~ by the Center for Teaching Graduate School. ~~Graduate student employees whose departments conduct training or orientation programs comparable to that of the Center shall, at the department head's option, attend the departmental program in addition to or in lieu of the Center's; except that a~~ Any such graduate student employee (new or returning) may, ~~upon request by the graduate student employee and approval by the Director of the Center for Teaching,~~ attend the Center for Teaching Graduate School's program (Teaching Academy) and may be required to attend additional departmental trainings or orientation programs.

All departments that develop or have developed written training plans shall provide a copy to the Center for Teaching (for teaching appointments) and to the Provost's Office (for all appointments). The Provost's Office shall forward these plans to GEO.

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Article 15, Non-Discrimination- **Current Language**

The University shall not discriminate with respect to appointment, reappointment, or terms of appointment of graduate student employees, or other matters covered by this agreement on the basis of race, native language or dialect, sex, gender identity or expression, color, religion, creed, marital status, pregnancy, parental status, national or ethnic origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, HIV status, or GEO affiliation and/or activities. The University shall not discriminate with respect to appointment, reappointment, or terms of employment unrelated to stipends, on the basis of economically disadvantaged status.

...

The University is fully committed to provide a safe and welcoming environment for all members of the bargaining unit, regardless of immigration status. Protections such as student confidentiality to the extent provided by law, support structures through the Student Legal Services Office and the International Programs Office and continuing to work with our Police Department in a positive way will remain in place.

GEO shall represent equally all eligible persons without regard to race, native language or dialect, sex, gender identity or expression, color, religion, creed, marital status, pregnancy, parental status, national or ethnic origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, or HIV status.

Article 15, Non-Discrimination- **Proposed Changes**

The University shall not discriminate with respect to appointment, reappointment, or terms of appointment of graduate student employees, or other matters covered by this agreement on the basis of race, native language or dialect, sex, gender identity or expression, color, religion, creed, **caste**, marital status, pregnancy, parental status, national or ethnic origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, HIV status, or GEO affiliation and/or activities. The University shall not discriminate with respect to appointment, reappointment, or terms of employment unrelated to stipends, on the basis of economically disadvantaged status.

...

The University is fully committed to provide a safe and welcoming environment for all members of the bargaining unit, regardless of immigration status. Protections such as student confidentiality to the extent provided by law, support structures through the Student Legal Services Office and the International Programs Office ~~and continuing to work with our Police Department in a positive way will remain in place.~~ **The University will notify the Union if the University learns of an immigration investigation regarding a bargaining unit employee. The University shall not infringe the privacy rights of employees, without their express consent, in connection with any immigration investigation or proceeding.**

GEO shall represent equally all eligible persons without regard to race, native language or dialect, sex, gender identity or expression, color, religion, creed, **caste**, marital status, pregnancy, parental status, national or ethnic origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, or HIV status.

New language in **Blue** - Deleted Language in **Red**

Article 17, Affirmative Action - **Current Language**

The Union and the Employer/University Administration agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin, sex, veteran status, sexual orientation, or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and rate of compensation. Therefore, the parties acknowledge the need for positive and aggressive affirmative action and are committed to a diverse workforce.

Article 17, Affirmative Action - **Proposed Changes**

The Union and the Employer/University Administration agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, **caste**, color, national origin, sex, veteran status, sexual orientation, or mental or physical handicap, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and rate of compensation. Therefore, the parties acknowledge the need for positive and aggressive affirmative action and are committed to a diverse workforce.

New language in **Blue** - Deleted Language in **Red**

Article 18, Sexual Harassment - **Current Language**

The University of Massachusetts at Amherst is committed to providing graduate student employees with an environment where they may pursue their jobs without being sexually harassed. In this spirit, a statement of commitment to this principle will be distributed in all departments and work areas.

At the option of the grievant, a grievance filed with respect to this article may also be considered in accordance with the 2001 University Sexual Harassment procedures (www.umass.edu/eod/sexual.html) (Appendix C).

Article 18, Sexual Harassment - **Proposed Changes**

Consistent with the University policy on sexual harassment and discriminatory harassment, the University of Massachusetts at Amherst is committed to providing graduate student employees with an environment where they may pursue their jobs without being sexually harassed. In this spirit, a statement of commitment to this principle will be distributed in all departments and work areas.

At the option of the grievant, a grievance filed with respect to this article may also be considered in accordance with the ~~2001~~ University Sexual Harassment procedures (~~www.umass.edu/eod/sexual.html~~) (~~Appendix C~~).

In order to avoid any conflict of interest or abuse of authority, any graduate student employee who has any supervisory or instructional responsibility directly related to a student is prohibited from entering into a sexual relationship with that individual during the term of the contract.

New language in **Blue** - Deleted Language in **Red**

Article 30, Health and Safety - **Current Language**

No graduate student employee, including an ARD whose living space is their workspace, shall be forced to work in a situation which presents a serious threat to their health or safety. A graduate student employee who believes they have been assigned tasks that present a threat to their health or safety shall immediately inform their supervisor for an assessment of the situation. Nothing in this paragraph shall limit the graduate student employee's option to contact EH&S for an assessment. If the University Office of Environmental Health and Safety determines that such a situation exists, the threat will be removed or the graduate student employee's work site will be changed within a reasonable period of time. If a work site is closed for health or safety reasons and the graduate student employees are not moved to an alternate work site, the affected graduate student employees shall continue to receive their full stipends for the remainder of their contracted appointment period. Every attempt will be made by the department head to find alternative, continuing employment for the affected graduate student employees if otherwise eligible for reappointment.

If the University Office of Environmental Health and Safety determines that protective clothing or equipment are required by a graduate student employee's assignment, the University will furnish such protective clothing or equipment.

There shall be established a Joint Health and Safety Committee (JHSC) which shall be comprised of up to four (4) representatives, two (2) appointed by the Administration and two (2) by the Union. The purpose of the JHSC shall be to discuss matters of health and safety that are of concern to the Administration and/or the Union and to make recommendations regarding these concerns. At the request of the Administration and/or the Union, the Administration shall provide for attendance at JHSC's meetings of a representative from the University Office of Environmental Health and Safety. The JHSC shall meet quarterly or more frequently by mutual agreement

or at the request of either party to address exigent circumstances. The position of Chairperson shall alternate between the Administration and the Union. Either party may place matters on the meeting agenda. Where possible, items should be submitted to the Chairperson at least one (1) week prior to any scheduled JHSC meeting. The Chairperson shall distribute the agenda at least four (4) days prior to the JHSC meeting. It is understood that the JHSC shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement. The recommendations of the JHSC shall not be subject to Article 31, Grievance Procedure.

The University will ask members of the University community, on a volunteer basis, to donate previously owned cell phones. The University will, to the extent technologically feasible without purchasing a calling plan, ensure that such phones are capable of being used to dial "911" and will establish a pool of such phones that will be made available for loan to graduate student employees teaching late afternoon and evening courses in the Division of Continuing Education. The level of participation in this program of voluntary donation shall not be subject to Article 31, Grievance Procedure.

Within scheduling and space constraints, the University will make every attempt to schedule evening courses in buildings with other activity. Within scheduling and space constraints, the University will make every attempt to schedule summer courses in air conditioned facilities.

Bathrooms: The University and Union recognize the importance of having safe and accessible bathroom facilities.

New language in **Blue** - Deleted Language in **Red**

Article 30, Health and Safety - **Proposed Changes**

1. No graduate student employee, including an ARD whose living space is their workspace, shall be forced to work in a situation which presents a serious threat to their health or safety. A graduate student employee who believes they have been assigned tasks that present a threat to their health or safety shall immediately inform their supervisor for an assessment of the situation. **The employee's refusal to work in such circumstances shall not be just cause for discipline until an investigation has been performed.** Nothing in this paragraph shall limit the graduate student employee's option to contact EH&S for an assessment. If the University Office of Environmental Health and Safety determines that such a situation exists, the threat will be removed or the graduate student employee's work site will be changed within a reasonable period of time. If a work site is closed for health or safety reasons and the graduate student employees are not moved to an alternate work site, the affected graduate student employees shall continue to receive their full stipends for the remainder of their contracted appointment period. Every attempt will be made by the department head to find alternative, continuing employment for the affected graduate student employees if otherwise eligible for reappointment.

2. If the University Office of Environmental Health and Safety determines that protective clothing, equipment, **personal protective equipment (PPE), or related tools or materials** are required by a graduate student employee's assignment, the University will furnish such protective clothing or equipment, **or PPE following the protocol of the PPE program through EH&S. Adequate first aid equipment will be provided in appropriate locations.**

7. There shall be established a Joint Health and Safety Committee (JHSC) which shall be comprised of up to four (4) representatives, two (2) appointed by the Administration and two (2) by the Union. The purpose of the JHSC shall be to discuss matters of health and safety that are of concern to the Administration and/or the Union and to

make recommendations regarding these concerns. **The union may request that representatives from the University's Office of Equity and Inclusion, or similar office, to attend JHSC meetings to discuss potential diversity, equity, inclusion, and justice matters, such as anti-black racism to improve the work environment.** At the request of the Administration and/or the Union, the Administration shall provide for attendance at JHSC's meetings of a representative from the University Office of Environmental Health and Safety. The JHSC shall meet quarterly or more frequently by mutual agreement or at the request of either party to address exigent circumstances. The position of Chairperson shall alternate between the Administration and the Union. Either party may place matters on the meeting agenda. Where possible, items should be submitted to the Chairperson at least one (1) week prior to any scheduled JHSC meeting. The Chairperson shall distribute the agenda at least four (4) days prior to the JHSC meeting. It is understood that the JHSC shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement. The recommendations of the JHSC shall not be subject to Article 31, Grievance Procedure.

10. **Bathrooms:** The University and Union recognize the importance of having safe and accessible bathroom facilities. **The University will post and maintain a campus map of all gender-neutral bathrooms. The University will not prevent workers from using a workplace bathroom appropriate to the worker's gender identity.**

New language in **Blue** - Deleted Language in **Red**

Article 32, Stipends - Current Language

Effective 9/4/17 increase the minimum stipend only by \$1.00 per hour (for purposes of this Article the minimum stipend shall be considered as all stipends less than equal to \$1.00 more the minimum stipend).

Effective 9/4/17 a 2.5% increase to all graduate student employee stipends, including the minimum

Effective 9/2/18 increase the minimum stipend only by \$1.00 per hour (for purposes of this Article the minimum stipend shall be considered as all stipends less than equal to \$1.00 more the minimum stipend).
 Effective 9/2/18 a 2.5% increase to all graduate student employee stipends, including the minimum

Effective 9/1/19 increase the minimum stipend only by \$1.00 per hour (for purposes of this Article the minimum stipend shall be considered as all stipends less than equal to \$1.00 more the minimum stipend).
 Effective 9/1/19 a 2.5% increase to all graduate student employee stipends, including the minimum

These increases shall also apply to CPE.

Stipends above the minimum may be set at any level, at the discretion of the Administration. Minimum stipends shall apply to all graduate student employees, regardless of funding source.

Graduate Student Employees in the Division of Continuing and Professional Education:

None of the provisions of Section 1 (Minimum Stipends) nor Section 2 (Annual Increases) shall apply to graduate student employees in the Division of Continuing and Professional Education. Graduate student employees in the Division of Continuing and Professional Education shall, effective with the Summer 2017 semester, be paid according to the following schedule:

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2017							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergrad course -3 CR	\$371/student	\$3,443	\$4,406	\$5,922	\$7,294	\$8,782	+\$159/student
Undergrad course -4 CR	\$495/student	\$4,591	\$5,875	\$7,896	\$9,725	\$11,709	+\$212/student
Independent study	\$53/CR						

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2018							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergrad course -3 CR	\$426/student	\$3,962	\$5,110	\$6,439	\$7,662	\$8,965	+\$180/student
Undergrad course -4 CR	\$571/student	\$5,309	\$6,847	\$8,628	\$10,267	\$12,013	+\$241/student
Independent study	\$54/CR						

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2019							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergrad course -3 CR	\$453/student	\$4,212	\$5,433	\$6,846	\$8,147	\$9,532	+\$191/student

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Undergrad course -4 CR	\$607/ student	\$5,644	\$7,280	\$9,174	\$10,917	\$12,773	+\$256/ student
Independent study	\$56/CR						

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2020							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergrad course -3 CR	\$480/ student	\$4,468	\$5,763	\$7,261	\$8,641	\$10,110	+\$202/ student
Undergrad course -4 CR	\$643/ student	\$5,987	\$7,722	\$9,730	\$11,579	\$13,547	+\$271/ student
Independent study	\$58/CR						

Graduate student employees who are scheduled to teach a course with an enrollment of 2-7 students which has been cancelled by the Director of Division of Continuing and Professional Education or, if applicable, by the sponsoring department of said course shall be paid \$500 for course preparation. Such payment shall count toward the calculation of eligibility for tuition and fee waivers under Article 33 and health fee exemptions under Article 35.

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Article 32, Stipends - Proposed Changes

Effective September 04, 2022, there shall be an increase of 7.69% to all graduate student employee stipends including the minimum (hourly rate \$32.66).

~~Effective 9/4/17 increase the minimum stipend only by \$1.00 per hour (for purposes of this Article the minimum stipend shall be considered as all stipends less than equal to \$1.00 more the minimum stipend):~~

~~Effective 9/4/17 a 2.5% increase to all graduate student employee stipends, including the minimum~~

~~Effective 9/2/18 increase the minimum stipend only by \$1.00 per hour (for purposes of this Article the minimum stipend shall be considered as all stipends less than equal to \$1.00 more the minimum stipend):~~
~~Effective 9/2/18 a 2.5% increase to all graduate student employee stipends, including the minimum~~

~~Effective 9/1/19 increase the minimum stipend only by \$1.00 per hour (for purposes of this Article the minimum stipend shall be considered as all stipends less than equal to \$1.00 more the minimum stipend):~~
~~Effective 9/1/19 a 2.5% increase to all graduate student employee stipends, including the minimum~~

~~These increases shall also apply to CPE.~~

One-time lump sums shall not apply toward calculating any retroactive or future tuition credit, health fee, or any other benefit eligibility.

One-Time Lump Sum Signing Bonus (in lieu of retroactive stipend increases)

Graduate student employees with an active appointment as of May 12, 2022, or who are currently on the payroll, shall receive a one time lump sum payment in lieu of retroactive stipend increases as stated

below. The university agrees that if the union identifies graduate student employees who received a GFAF late due to department or university delay but were on payroll as of the end of the respective semester they will meet to discuss whether a respective payout is warranted.

Graduate student employees with an active appointment as of May 12, 2022, or who are currently on the payroll, shall receive a one time lump sum payment in lieu of retroactive stipend increases as stated below. The university agrees that if the union identifies graduate student employees who received a GFAF late due to department or university delay but were on payroll as of the end of the respective semester they will meet to discuss whether a respective payout is warranted.

Semester	Eligibility: Graduate Student Employee on Payroll as of:	Lump Sum Amount			
		0-9 hour	10 hour	11-19 hours	20 hour
Fall 2020	August 23, 2020 (TAs/TOs)	\$73	\$146	\$219	\$293
	September 9, 2020 (All others)				
Spring 2021	January 3, 2021 (TAs/TOs)	\$73	\$146	\$219	\$293
	January 17, 2021 (All others)				
Fall 2021	August 29, 2021	\$148	\$296	\$444	\$593
Spring 2022	January 9, 2022	\$148	\$296	\$444	\$593

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One-Time Lump Sum Payment

In addition to the above, graduate student employees with an active appointment as of September 04, 2022 shall receive a one-time lump sum payment as follows:

<u>Appointment Hour Range</u>	<u>Lump Sum Amount</u>
<u>0-9</u>	<u>\$175</u>
<u>10-14</u>	<u>\$250</u>
<u>15-19</u>	<u>\$425</u>
<u>20+</u>	<u>\$500</u>

If a graduate student employee has more than one appointment, they will be paid the lump sum amount corresponding to the combined appointment hour range. Graduate student employees shall receive only one lump sum payment in accordance with the above distribution (up to \$500).

Graduate Student Employees in the Division of Continuing and Professional Education/UWW:

None of the provisions regarding minimum stipends, annual increases, or lump sum payments shall apply to graduate student employees in the Division of Continuing and Professional Education/UWW. Graduate student employees in the Division of Continuing and Professional Education/UWW shall, effective with the Summer 2022 semester, be paid according to the following schedule:

[NOTE: no changes to UWW payment schedule]

Graduate student employees who are scheduled to teach a course with an enrollment of 2-7 students which has been canceled by the Director of Division of Continuing and Professional Education /University Without Walls or, if applicable, by the sponsoring department of said course shall be paid \$500 for course preparation. Such payment shall count toward the calculation of eligibility for tuition and fee waivers under Article 33 and health fee exemptions under Article 35.

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2017							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergraduate-course-3-CR	\$371/student	\$3,443	\$4,406	\$5,922	\$7,294	\$8,782	+\$159/student
Undergraduate-course-4-CR	\$495/student	\$4,591	\$5,875	\$7,896	\$9,725	\$11,709	+\$212/student
Independent-study	\$53/CR						

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2018							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergraduate-course-3-CR	\$426/student	\$3,962	\$5,110	\$6,439	\$7,662	\$8,965	+\$180/student
Undergraduate-course-4-CR	\$571/student	\$5,309	\$6,847	\$8,628	\$10,267	\$12,013	+\$241/student
Independent-study	\$54/CR						

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2019							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergraduate-course-3-CR	\$453/student	\$4,212	\$5,433	\$6,846	\$8,147	\$9,532	+\$191/student

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Undergrad course -4 CR	\$607/ student	\$5,644	\$7,280	\$9,174	\$10,917	\$12,773	+\$256/ student
Independent study	\$56/CR						

CURRENT GRADUATE STUDENT (GEO) RATES (per class) FY 2020 2023							
Enrollments	2-7	8-11	12-21	22-31	32-41	42-51	52+
Undergrad course -3 CR	\$480/ student	\$4,468	\$5,763	\$7,261	\$8,641	\$10,110	+\$202/ student
Undergrad course -4 CR	\$643/ student	\$5,987	\$7,722	\$9,730	\$11,579	\$13,547	+\$271/ student
Independent study	\$58/CR						

New language in **Blue** - Deleted Language in **Red**

Article 34, Fair and Reasonable Fees - **Current Language**

The Administration agrees that no new fee(s) will be unilaterally imposed solely on graduate student employees. If any new fees are established by the Trustees for graduate students, the Administration will bargain with GEO on the impact of these fees before they are implemented.

The University agrees that the new student matriculation fee shall not be charged to GSE's more than once during their time at the University.

Article 34, Fair and Reasonable Fees - **Proposed Changes**

1. The Administration agrees that no new fee(s) will be unilaterally imposed solely on graduate student employees. If any new fees are established by the Trustees for graduate students, the Administration will bargain with GEO on the impact of these fees before they are implemented.
2. The University agrees that the new student matriculation fee shall not be charged to GSE's more than once during their time at the University.
3. Effective the 2022-23 academic year, the Administration agrees to waive 50% of the Graduate Service Fee. Eligibility for said waiver will be in accordance with minimum stipend requirements outlined in Article 33 Tuition Credit.

The University agrees that any increases to the FY22 Graduate Service Fee will be waived for graduate student employees for the duration of the 2020-2023 Agreement.

New language in **Blue** - Deleted Language in **Red**

Article 35, Health Fees - **Current Language**

B. Graduate student employees who are academically enrolled for fewer than five (5) credits or on program fee and who are eligible for health plan fee exemptions per Section A above are not automatically enrolled for the Individual Student Health Fee, the Student Health Benefit Plan (SHBP), the Family Student Health Fee or the SHBP Family Plan. The graduate student employee must enroll at University Health Services via Patient Services representatives before the end of the add/drop period of each semester to ensure no lapse in health plan coverage. Graduate Program Directors will be sent a reminder email each semester to remind graduate student employees of this requirement prior to the University Health Services' enrollment deadline.

D.. The current plan benefit design documented for Plan Year 2017 (August 1, 2017 through July 31, 2018) shall continue for the remainder of the 2017 Plan Year, except that the out-of-pocket (OOP) limit for individuals and families will be \$1,300 and \$2,500 respectively. Graduate student employees who have exceeded these OOP limits will be reimbursed for excess out-of-pocket costs.

F. No changes shall be made in benefits or services covered under the Student Health Benefit Plan from those reflected in the 2014 Plan description without bargaining with the Union except as expressly modified by this Agreement or mandated by state or federal laws or regulations. Further, all benefits and other provisions of the Affordable Care Act (ACA) shall remain in force unless bargained over with the Union.

G. Health and Welfare Fund ...

(7.) The parties agree that an appropriate function of the Health and Welfare Fund is to provide, at the discretion of the Health and Welfare Fund trustees and in accordance with applicable Trust Fund documents, child care support to eligible graduate student employees. \$115,000 shall be paid by the University into the Health and Welfare Trust Fund upon ratification and every January 1 thereafter, to be earmarked exclusively for childcare support for graduate student employees. Said funds are intended as a supplement, not a replacement, to the amount currently allocated annually by the trustees for childcare support to graduate student employees.

I. There shall be a joint GEO/Administration committee, which shall discuss health care issues related to graduate student employees, particularly as they apply to grant-funded graduate student employees. The activities and recommendations of this committee shall not be subject to Article 31, Grievance Procedure.

New language in **Blue** - Deleted Language in **Red**

Article 35, Health Fees - **Proposed Changes**

B. Graduate student employees who are academically enrolled for fewer than five (5) credits or on program fee and who are eligible for health plan fee exemptions per Section A above are not automatically enrolled for the Individual Student Health Benefit Plan (SHBP), the Family Student Health Fee, or the SHBP Family Plan. The graduate student employee must enroll at University Health Services via Patient Services representatives before the end of the add/drop period of each semester to ensure no lapse in health plan coverage. ~~Graduate Program Directors will be sent~~ **University Health Services will send** a reminder email each semester to remind graduate student employees of this requirement prior to the University Health Services' enrollment deadline.

D. The current plan benefit design documented for **Plan Year 2022 (August 1, 2021-July 31, 2022)** ~~except that the out-of-pocket (OOP) limit for individuals and families will be \$1,300 and \$2,500 respectively.~~ Graduate student employees **who exceed** these OOP limits will be reimbursed for excess out-of-pocket costs.

F. No changes shall be made in benefits or services covered under the Student Health Benefit Plan from those reflected in the **2022** Plan description without bargaining with the Union except as expressly modified by this Agreement or mandated by state or federal laws or regulations. Further, all benefits and other provisions of the Affordable Care Act (ACA) shall remain in force unless bargained over with the Union. **The University shall provide information on how employees can apply for direct reimbursement, should they pay health costs out of pocket. This information will be provided along with the Student Health Plan information.**

G. Health and Welfare Fund ...

(7.) The parties agree that an appropriate function of the Health and Welfare Fund is to provide, at the discretion of the Health and Welfare Fund trustees and in accordance with applicable Trust Fund documents, child care support to eligible graduate student employees. **Effective January 2023, \$115,000 \$215,000** shall be paid by the University into the Health and Welfare Trust Fund upon ratification and every January 1 thereafter, to be earmarked exclusively for childcare support for graduate student employees. Said funds are intended as a supplement, not a replacement, to the amount currently allocated annually by the trustees for childcare support to graduate student employees.

I. There shall be a joint GEO/Administration committee, which shall discuss health care issues related to graduate student employees, **including issues specific to grant-funded graduate student employees, and enrollment or reimbursement procedures.** The activities and recommendations of this committee shall not be subject to Article 31, Grievance Procedure.

New language in **Blue** - Deleted Language in **Red**

Article 39, Additional Time Off - **Current Language**

Full-time graduate student employees except those in the Division of Continuing Education's summer or winter sessions shall accrue personal leave at a rate of twentyfour (24) hours per semester or seventeen (17) hours per 14-week summer session, any or all of which, may be used at the graduate student employee's discretion for days of religious or cultural observance. For graduate student employees who are appointed more or less than full-time, this leave shall be pro-rated on the basis of the percentage of appointment. Personal leave time can not be carried over beyond the academic year or the summer session in which it is earned. Personal leave used for non-emergency reasons shall be requested in advance and scheduled at the discretion of the department head. If personal leave is used for emergencies (including illness), the graduate student employee shall notify the department head as soon as possible.

Holidays:

TAs and TOs who normally work on a day when the University is closed due to a holiday shall not be required to work on that day and shall receive pay for that day. However, when class days are switched (e.g. Monday is on Wednesday) work days will be switched as well. Other graduate student employees who are required by his or her supervisor to work on a University holiday shall receive compensatory time off unless such requirement is part of the graduate student employee's job description.

The following days are currently considered holidays:

New Year's Day

Martin Luther King Day

Washington's Birthday

Patriots Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

New language in **Blue** - Deleted Language in **Red**

Article 39, Additional Time Off - **Proposed Changes**

Full-time graduate student employees except those in the Division of Continuing Education's summer or winter sessions shall accrue personal leave at a rate of twenty- four (24) hours per semester or seventeen (17) hours per 14-week summer session, any or all of which, may be used at the graduate student employee's discretion for reasons including but not limited to: illness, or injury (which can include the illness or injury of an immediate family member requiring care), observance of religious holidays that are not designated as University holidays, bereavement following the death of an immediate family member, jury duty or other court appearances, or to attend visa or immigration proceedings for the graduate student employee or family member. For graduate student employees who are appointed more or less than full-time, this leave shall be pro-rated on the basis of the percentage of appointment. Personal leave time cannot be carried over beyond the academic year or the summer session in which it is earned. Personal leave used for non-emergency reasons shall be requested in advance and scheduled at the discretion of the department head. If personal leave is used for emergencies (including illness), the graduate student employee shall notify the department head as soon as possible.

Time Off for Immigration Proceedings and/or Bereavement:

Graduate Student employees who have exhausted their paid time off shall be granted up to an additional twenty- four (24) hours per semester or seventeen (17) hours per 14-week summer session at the discretion of their supervisor in order to attend visa and immigration proceedings or for bereavement leave.

Holidays

Bargaining unit members shall receive the statutory paid holidays that are applicable to executive branch employees.

TAs and TOs who normally work on a day when the University is closed due to a holiday shall not be required to work on that day and shall receive pay for that day. However, when class days are switched (e.g. Monday is on Wednesday) work days will be switched as well. Other graduate student employees who are required by their supervisor to work on a University holiday shall receive compensatory time off unless such requirement is part of the graduate student employee's job description.

The following days are currently considered holidays:

New Year's Day
Martin Luther King Jr. Day
President's Day
Patriots Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Juneteenth
Thanksgiving Day
Veterans Day
Christmas Day

New language in **Blue** - Deleted Language in **Red**

Article 40, Family Issues - **Current Language**

Family Issues Committee: There shall be a Family Issues Committee with two members appointed by the Administration and two members appointed by GEO. The Graduate Student Senate, the University Child Care Office, the Commuter Services and Housing Resource Center, and the Director of Housing Services shall be invited to appoint one member each. Each party shall be able to invite up to six silent observers. This silence agreement includes talking and written placards.

The Committee shall meet at least monthly and shall provide advice to the Administration on the development of policies on issues concerning the family life of graduate student employees on campus. These issues may include but are not limited to housing and child care. The activities of the committee and its recommendations shall not be subject to Article 31, Grievance Procedure.

Child Care: The Administration shall allocate \$30,000 in each year of this Agreement for child care support for undergraduate and graduate students. The University also agrees to operate in each year of this Agreement an Affordable Flexible Childcare Program. The current enrollment priorities and income eligibility guidelines of that program shall remain in effect for the life of the Agreement except as noted in the last sentence of this paragraph. The current income eligibility guidelines (household income ranges) specify the maximum amount a family can earn and be eligible for the \$1 or \$2/hour parent fee. The Massachusetts Department of Early Education and Care (EEC) Parent Co-Payment Table will be used to determine the household income ranges per the current practice. If the EEC income ranges are revised the income eligibility guidelines will be revised accordingly to reflect these changes at the start of the following fiscal year.

Effective August 29, 2005, the University Child Care Center will be supplied with sufficient funds from the Health and Welfare Fund (Article 35, Section H.) to pay the \$1 and \$2/hour

parent fees for all eligible families enrolled in the Flexible Child Care Program at the \$1 or \$2/hour rates. These parent fees will not increase during the life of this Agreement.

New language in **Blue** - Deleted Language in **Red**

Article 40, Family Issues - **Proposed Changes**

No changes to existing language. Add the following:

Pregnancy and Lactation

The University shall provide workplace accommodations for pregnancy-related conditions in accordance with federal and state law and university policy.

The University shall provide a reasonable amount of break time for graduate student employees to express breast milk for the nursing child each time such employee has need to express the milk. The University shall provide a space that is clean, shielded from view, and free from intrusion from coworkers and the public, in reasonable proximity to the lactating parent's work location which may be used to express breast milk. The University shall maintain a webpage that includes a lactation room map listing the established lactation stations of which the University is aware and will endeavor to develop uniform locks and lactation stations. GEO may appoint one member to the University's Student Parent Working Group which is intended to review undergraduate and graduate student family issues and provide recommendations on policies and best practices for supporting student families.

New language in **Blue** - Deleted Language in **Red**

Article 45, Family and Medical Leave - **Current Language**

A. Family and Medical Leave, which shall be unpaid, except as described in Paragraph E of this Article, may last for a total of up to twelve weeks during any calendar year. Alternatively, leave taken for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as Family and Medical Leave does not exceed a total of twelve weeks during the calendar year. In the case of an intermittent leave, the University may require that the graduate student employee transfer to an alternative position, with equivalent stipend and benefits, for which the graduate student employee is qualified and which, in the University's view, better accommodates recurring periods of leave than does the graduate student employee's regular assignment. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only with prior approval by the graduate student employee's supervisor.

B. To be eligible, a graduate student employee must have been employed in a position covered by the GEO contract for at least four (4) consecutive months prior to the start of the leave or four (4) consecutive months in the previous academic year for a graduate student employee whose appointment began on the first day of Fall semester.

I. The University may require that graduate student employee to submit medical re-certifications during a leave, either for the employee or other covered individual, at thirty calendar day intervals, and it may at reasonable intervals require a graduate student employee to report on their status and intent to return to work. In cases of leaves due to the graduate student employee's own serious health condition which exceed sixty calendar days, the University may require a letter from a physician attesting to the graduate student employee's fitness to return to work.

J. Graduate student employees should submit a leave application to their immediate supervisor, who will forward it to the Graduate School. Requests for leave, including any required documentation, should be submitted at least one month in advance of the commencement of the proposed leave, or when the graduate student employee knows of the need for a leave, whichever is later. In cases of planned medical treatment, the graduate student employee should consult with the immediate supervisor in an attempt to schedule the leave so as not to disrupt unduly the University's operations.

When the leave is for a serious medical condition of the graduate student employee or another eligible person under Section I.C, the graduate student employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Graduate School and will be filled in by the health care provider. In certain instances, a second or third medical certification may be required by the University; any such second or third certification shall be at the University's expense, and the University shall make no attempt to recover such expenses from the graduate student employee. A graduate student employee will not be permitted to commence or remain on such a leave unless a valid medical certification form is provided.

Section II. Supplemental Family Emergency Leave

B. To be eligible, a graduate student employee must have been employed in a position covered by the GEO contract for at least four months prior to the start of the leave.

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Article 45, Family and Medical Leave - **Proposed Changes**

A. Family and Medical Leave, which shall be unpaid, except as described in Paragraph E of this Article, may last for a total of up to twelve weeks during any calendar year.

1. **Intermittent Leave:** ~~Alternatively,~~ Leave taken for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as Family and Medical Leave does not exceed a total of twelve weeks during the calendar year. In the case of an intermittent leave, the University may require that the graduate student employee transfer to an alternative position, with equivalent stipend and benefits, for which the graduate student employee is qualified and which, in the University's view, better accommodates recurring periods of leave than does the graduate student employee's regular assignment. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only with prior approval by the graduate student employee's supervisor.

B. To be eligible, a graduate student employee must have been employed in a position covered by the GEO contract for at least **two (2)** consecutive months prior to the start of the leave or **two (2)** consecutive months in the previous academic year for a graduate student employee whose appointment began on the first day of Fall semester.

~~I. The University may require that graduate student employee to submit medical re-certifications during a leave, either for the employee of other covered individual, at thirty calendar day intervals, and it may at reasonable intervals require a graduate student employee to report on their status and intent to return to work. In cases of leaves due to the graduate student employee's own serious health condition which exceed sixty calendar days, the University may require a letter from a physician attesting to the~~

~~graduate student employee's fitness to return to work.~~

J. Graduate student employees **shall** submit a leave application to their immediate supervisor, who will forward it to the Graduate School. Requests for leave, including **any** required documentation, **must** be submitted at least one month in advance of the commencement of the proposed leave, or when the graduate student employee knows of the need for a leave, whichever is later. In cases of planned medical treatment, the graduate student employee should consult with the immediate supervisor in an attempt to schedule the leave so as not to disrupt unduly the University's operations.

~~When the leave is for a serious medical condition of the graduate student employee or another eligible person under Section LC,~~ the graduate student employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Graduate School and will be filled in by the health care provider. The University may require the graduate student employee to submit medical re-certifications during a leave, either for the employee or other covered individual, at thirty calendar day intervals, and it may at reasonable intervals require a graduate student employee to report on their status and intent to return to work. In cases of leaves due to the graduate student employee's own serious health condition which exceed sixty calendar days, the University may require a letter from a physician attesting to the graduate student employee's fitness to return to work.

~~In certain instances, a second or third medical certification may be required by the University; a~~ **Any** such second or third certification shall be at the University's expense, and the University shall make no attempt to recover such expenses from the graduate student employee. A graduate student employee will not be permitted to commence or remain on such a leave unless a valid medical certification form is provided.

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Section II. Supplemental Family Emergency Leave

B. To be eligible, a graduate student employee must have been employed in a position covered by the GEO contract for at least **two (2)** months prior to the start of the leave.

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Article 54, Duration - **Current Language**

- 1) This Agreement shall be for the period from September 1, 2017, through August 31, 2020, and the terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.
- 2). Should a successor Agreement not be executed by August 31, 2020, 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 February 1, 2020.
- 3). This Agreement is entered into and shall become effective when it is signed by the President of the University.

Article 54, Duration - **Proposed Changes**

- 1) This Agreement shall be for the period from ~~September 1, 2017, through August 31, 2020,~~ **September 1, 2020 through August 31, 2023**, and the terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.
- 2). Should a successor Agreement not be executed by August 31, ~~2020~~ **2023**, 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 February 1, ~~2020~~ **2023**.
- 3). This Agreement is entered into and shall become effective when it is signed by the President of the University.