

AGREEMENT

BETWEEN

GRADUATE EMPLOYEE ORGANIZATION

LOCAL 2322/UAW

AND

THE UNIVERSITY OF MASSACHUSETTS

AMHERST

July 1, 2007 - August 30, 2008

award; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation of the nonmonetary aspect(s) of the arbitration award(s).

(c) When available grant or contract monies are insufficient to implement an arbitration award(s), the matter will be submitted to the contracting or granting agency for its approval of the necessary fund transfers within the provisions of the contract or grant or to secure the needed additional monies to fully implement said arbitration award(s), as the case may be; provided, however, that nothing contained herein shall be construed to prevent and/or restrict the implementation on the nonmonetary aspect(s) of the arbitration award(s).

No Reprisal--Witnesses: No reprisal of any kind shall be taken against any graduate student employee because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file or any individual involved in any grievance and from any official departmental student files to which faculty members other than the department head have access. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty when necessary.

Time Limits: All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by mutual agreement. Failure of the Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or GEO may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Administration.

Any grievance that was filed prior to the end of the semester and has not been resolved to the satisfaction of the grievant(s) and/or GEO prior to the conclusion of the semester shall continue to be processed in accordance with the provisions of this Article, except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits, the provisions of this Article shall remain whole.

ARTICLE 32

Stipends

1. Minimum Stipends: The current minimum full-time equivalent stipends in each school, college, and executive area, shall be increased by the amount of two and a half (2.5) percent in fiscal year 2008 effective April 13, 2008. In addition, in fiscal year 2008, the lowest minimum stipends across campus shall be additionally increased by an amount described in paragraph 2. (b) below. 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.

2. Annual Increases:

Fiscal Year 2008:

(a). Effective April 13, 2008, each graduate student employee on the payroll and in the bargaining unit on April 13, 2008 shall receive a stipend rate increase of two and a half (2.5) percent. These increases shall be paid to all graduate student employees regardless of funding source. Graduate student employees shall be paid at least the minimum stipend appropriate to their school, college, or executive area.

(b). Effective April 13, 2008, and following the application of the increases in paragraph (a) above, a pool shall be created by multiplying the total campus state- and GOF –funded bargaining unit payroll in effect on April 13, 2008 by one (1) percent. This pool shall be used to raise the lowest minimum stipends across campus to a level possible with this amount. Those schools, colleges, and executive areas so leveled by this pool shall have a new minimum stipend corresponding to the new level. Graduate student employees in said school, college, or executive area shall have their stipend increased to the new minimum, if necessary.

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 Spring 2008 semester, be paid according to the following schedule:

For each three-credit course with enrollment of 8-11 students	\$2814
For each three-credit course with enrollment of 12-24 students	\$3601
For each three-credit course with enrollment of 25-34 students	\$4838
For each three-credit course with enrollment of 35-44 students	\$6077
For each additional 10 students	\$1238

(c). Effective April 13, 2008: A Special Campus Needs Fund pool shall be created by multiplying the total state-and-GOF-funded bargaining unit payroll in effect on April 12, 2008 by .3%. This pool which is calculated to be \$73,580 shall be used to raise the lowest minimum stipends across campus to a level possible with this amount. Those schools, colleges, and executive areas so leveled by this pool shall have a new minimum stipend corresponding to the new level. Graduate student employees in said school, college, or executive area shall have their stipend increased to the new minimum, if necessary.

(d). Signing Bonus: Graduate student employees on the payroll and in the bargaining unit on April 13, 2008 shall be eligible for a signing bonus not to exceed four hundred dollars (\$400). Eligible full-time equivalent graduate student employees who had active appointments in full-time equivalent positions during Fall semester 2007 shall receive the full signing bonus of four hundred dollars (\$400). Eligible full-time equivalent graduate student employees who have active appointments only during Spring 2008 semester shall receive a two hundred dollar (\$200) signing bonus. Eligible

graduate student employees less than full-time shall receive the appropriate above amount pro-rated to his or her fee rate. The signing bonus shall apply to all eligible graduate student employees, regardless of funding source.

(c). Individuals who are no longer active graduate students as of the date on which the appropriation bill for funding the contract is signed will not be eligible for retroactive salary payments or the signing bonus. Except for those who have graduated, only active graduate students as of the date on which the appropriation bill for funding the contract is signed will be eligible for retroactive salary payments and the signing bonus in accordance with the above provisions.

ARTICLE 33

Tuition and Curriculum Fee Scholarship Waivers

Fall and Spring: All graduate student employees who meet the minimum stipend or teaching responsibility requirements shall receive a full tuition and curriculum fee scholarship waiver as specified below.

The minimum required for a scholarship waiver for the academic year shall be a stipend of half the current minimum full-time assistantship stipend or full responsibility for teaching two three-credit courses. This amount may be paid or teaching obligation may be met either over two semesters, or all in one semester. In actual practice, therefore, a stipend of one-fourth of the minimum full-time stipend or full responsibility for teaching one three-credit course in one semester shall suffice for a tuition and curriculum fee scholarship waiver for that semester. A stipend of half the minimum full-time stipend or full responsibility for teaching two three-credit courses in one semester shall suffice for a tuition and curriculum fee scholarship waiver for two semesters.

Graduate student employees whose stipend in the spring semester of a given academic year is at least half of the minimum full-time stipend or who have full responsibility for teaching two three-credit courses in the spring semester of a given academic year shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester. Graduate student employees whose combined stipend for the fall and spring is equal to or greater than half the minimum stipend or who have full responsibility for teaching two three-credit courses over those two semesters shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester. Graduate student employees whose combined stipend for the fall and spring is equal to or greater than half the minimum stipend or who have full responsibility for teaching two three-credit courses over those two semesters shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester.

graduate student employees less than full-time shall receive the appropriate above amount pro-rated to his or her fee rate. The signing bonus shall apply to all eligible graduate student employees, regardless of funding source.

(e). Individuals who are no longer active graduate students as of the date on which the appropriation bill for funding the contract is signed will not be eligible for retroactive salary payments or the signing bonus. Except for those who have graduated, only active graduate students as of the date on which the appropriation bill for funding the contract is signed will be eligible for retroactive salary payments and the signing bonus in accordance with the above provisions.

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Graduate student employees whose stipend in the spring semester of a given academic year is at least half of the minimum full-time stipend or who have full responsibility for teaching two three-credit courses in the spring semester of a given academic year shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester. Graduate student employees whose combined stipend for the fall and spring is equal to or greater than half the minimum stipend or who have full responsibility for teaching two three-credit courses over those two semesters shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester.

Summer Session: In addition, and except as provided in the paragraph below, graduate student employees shall receive a summer tuition scholarship waiver for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.75% of the minimum full-time stipend; or a stipend that is at least 18.75% above the amount required

for a tuition and curriculum fee scholarship waiver for one semester for services performed during one or the other or both of the two preceding semesters. Any earnings and teaching responsibilities during the summer that are not applied to summer thesis and dissertation credit waivers, or that are in excess of the amount required for such summer thesis and dissertation credit waivers will be applied to tuition and fee waivers for the following academic year.

For all graduate students entering the Graduate School in September 2005 or thereafter, graduate student employees shall receive a summer tuition scholarship waiver for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.5% of the minimum full-time stipend; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition and curriculum fee scholarship waiver for one semester for services performed during one or the other or both of the two preceding semesters, but less than the minimum amount required for a tuition and curriculum fee scholarship waiver for two (2) semesters; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition and curriculum fee waiver for both the fall and spring semesters. Any eligible earnings in the summer that are in excess of 18.5% of the minimum full-time stipend will be applied toward the eligibility requirements for tuition and curriculum fee waivers for the following fall and spring semesters.

Calculations: The actual minimum stipend required for a scholarship waiver shall be calculated according to Article 32, Stipends. The Administration agrees that if the curriculum fee is renamed, in full or in part, graduate student employees will receive scholarship waivers for this new fee as they would for the curriculum fee.

ARTICLE 34 Fair and Reasonable Fees

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.

ARTICLE 35 Health Fees

A. Individual and Family Health Coverage:

In accordance with the below eligibility requirements, effective health plan year 2006 the Administration will provide an exemption to all such eligible graduate student employees of 95% of the Basic Health Fee and 95% of the Student Health Insurance Plan (SHIP), and 90% of the Student Family Health Plan for those electing family health plan coverage.

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LOCAL 2322/UAW

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July 1, 2004 - June 30, 2007

ARTICLE 32 Stipends

1. Minimum Stipends: The current minimum full-time equivalent stipends in each school, college, and executive area, shall be increased by the amount of two (2) percent in fiscal year 2005, two (2) percent in fiscal year 2006, and two (2) percent in fiscal year 2007 effective the beginning of the first pay period in February in each of the respective fiscal years. In addition, in each year of the Agreement, the lowest minimum stipends across campus shall be additionally increased by an amount described in paragraph 2. (b) below. 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.

2. Annual Increases:

Fiscal Year 2005:

(a). Effective February 6, 2005, each graduate student employee on the payroll and in the bargaining unit on February 6, 2005 shall receive a stipend rate increase of two (2) percent. These increases shall be paid to all graduate student employees regardless of funding source. Graduate student employees shall be paid at least the minimum stipend appropriate to their school, college, or executive area.

(b). Effective February 6, 2005, and following the application of the increases in paragraph (a) above, a pool shall be created by multiplying the total campus state- and GOF-funded bargaining unit payroll in effect on May 2, 2005 by one (1) percent. This pool shall be used to raise the lowest minimum stipends across campus to a level possible with this amount. Those schools, colleges, and executive areas so leveled by this pool shall have a new minimum stipend corresponding to the new level. Graduate student employees in said school, college, or executive area shall have their stipend increased to the new minimum, if necessary.

Fiscal Year 2006:

(a). Effective February 5, 2006, each graduate student employee on the payroll and in the bargaining unit on February 5, 2006 shall receive a stipend rate increase of two (2) percent. These increases shall be paid to all graduate student employees regardless of funding source. Graduate student employees shall be paid at least the minimum stipend appropriate to their school, college, or executive area.

(b). Effective February 5, 2006, and following the application of the increases in paragraph (a) above, a pool shall be created by ~~multiplying the total~~ campus state- and GOF-funded bargaining unit payroll in effect on February 5, 2006 by one (1) percent. This pool shall be used to raise the lowest minimum stipends across campus to a level possible with this amount. Those schools, colleges, and executive areas so leveled by this pool shall have a new minimum stipend corresponding to the new level. Graduate student employees in said school, college, or executive area shall have their stipend increased to the new minimum, if necessary.

May 2 2005

Fiscal Year 2007:

(a). *Effective February 4, 2007, each graduate student employee on the payroll and in the bargaining unit on February 4, 2007 shall receive a stipend rate increase of two (2) percent. These increases shall be paid to all graduate student employees regardless of funding source. Graduate student employees shall be paid at least the minimum stipend appropriate to their school, college, or executive area.*

(b). *Effective February 4, 2007, and following the application of the increases in paragraph (a) above, a pool shall be created by multiplying the total campus state- and GOF-funded bargaining unit payroll in effect on February 4, 2007 by one (1) percent. This pool shall be used to raise the lowest minimum stipends across campus to a level possible with this amount. Those schools, colleges, and executive areas so leveled by this pool shall have a new minimum stipend corresponding to the new level. Graduate student employees in said school, college, or executive area shall have their stipend increased to the new minimum, if necessary.*

May 2006

Graduate Student Employees in the Division of Continuing 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 Education. Graduate student employees in the Division of Continuing Education shall, effective with the fall 2005 semester, be paid according to the following schedule:

For each three-credit course with enrollment of 8-11 students	\$2627
For each three-credit course with enrollment of 12-24 students	\$3362
For each three-credit course with enrollment of 25-34 students	\$4517
For each three-credit course with enrollment of 35-44 students	\$5673
For each additional 10 students	\$1155

Graduate student employees in the Division of Continuing Education shall, effective with the fall 2006 semester, be paid according to the following schedule:

For each three-credit course with enrollment of 8-11 students	\$2732
For each three-credit course with enrollment of 12-24 students	\$3496
For each three-credit course with enrollment of 25-34 students	\$4697
For each three-credit course with enrollment of 35-44 students	\$5900
For each additional 10 students	\$1202

ARTICLE 33

Tuition and Curriculum Fee Scholarship Waivers

Fall and Spring: *All graduate student employees who meet the minimum stipend or teaching responsibility requirements shall receive a full tuition and curriculum fee scholarship waiver as specified below.*

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The minimum required for a scholarship waiver for the academic year shall be a stipend of half the current minimum full-time assistantship stipend or full responsibility for teaching two three-credit courses. This amount may be paid or teaching obligation may be met either over two semesters, or all in one semester. In actual practice, therefore, a stipend of one-fourth of the minimum full-time stipend or full responsibility for teaching one three-credit course in one semester shall suffice for a tuition and curriculum fee scholarship waiver for that semester. A stipend of half the minimum full-

time stipend or full responsibility for teaching two three-credit courses in one semester shall suffice for a tuition and curriculum fee scholarship waiver for two semesters.

Graduate student employees whose stipend in the spring semester of a given academic year is at least half of the minimum full-time stipend or who have full responsibility for teaching two three-credit courses in the spring semester of a given academic year shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester. Graduate student employees whose combined stipend for the fall and spring is equal to or greater than half the minimum stipend or who have full responsibility for teaching two three-credit courses over those two semesters shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester.

Summer Session: In addition, and except as provided in the paragraph below, graduate student employees shall receive a summer tuition scholarship waiver for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.75% of the minimum full-time stipend; or a stipend that is at least 18.75% above the amount required for a tuition and curriculum fee scholarship waiver for one semester for services performed during one or the other or both of the two preceding semesters. Any earnings and teaching responsibilities during the summer that are not applied to summer thesis and dissertation credit waivers and health fee exemptions, or that are in excess of the amount required for such summer thesis and dissertation credit waivers and health fee exemptions, will be applied to tuition and fee waivers and health fee exemptions for the following academic year.

For all graduate students entering the Graduate School in September 2005 or thereafter, graduate student employees shall receive a summer tuition scholarship waiver for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.5% of the minimum full-time stipend; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition and curriculum fee scholarship waiver for one semester for services performed during one or the other or both of the two preceding semesters, but less than the minimum amount required for a tuition and curriculum fee scholarship waiver for two (2) semesters; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition and curriculum fee waiver for both the fall and spring semesters. Any eligible earnings in the summer that are in excess of 18.5% of the minimum full-time stipend will be applied toward the eligibility requirements for tuition and curriculum fee waivers and health fee exemptions for the following fall and spring semesters.

Calculations: The actual minimum stipend required for a scholarship waiver shall be calculated according to Article 32, Stipends. The Administration agrees that if the curriculum fee is renamed, in full or in part, graduate student employees will receive scholarship waivers for this new fee as they would for the curriculum fee.

ARTICLE 34 Fair and Reasonable Fees

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.

Need to get rid of semester in favor of dates

ARTICLE 35
Health Fees

A. Individual and Family Health Coverage:

In accordance with the below eligibility requirements, effective health plan year 2006 the Administration will provide an exemption to all such eligible graduate student employees of 95% of the Basic Health Fee and 95% of the Student Health Insurance Plan (SHIP), and 90% of the Student Family Health Plan for those electing family health plan coverage. Basic, SHIP, and Family Health plan coverage do not apply to those individuals who cease to be or who have not yet become University of Massachusetts Amherst students.

For purposes of describing health plan coverage and periods of health plan fee exemptions, the health plan year shall begin on August 1 and end on July 31. The health plan period for fall semester shall begin on August 1 and end on January 31. The health plan period for spring semester shall begin on February 1 and end on July 31. There is no separate summer health plan period. A graduate student employee's eligibility for health fee exemptions during the respective health plan periods is as follows:

Effective Health Plan Year 2006:

- (1). Graduate student employees who are employed for at least 190 hours in fall semester or who earn the equivalent of at least 190 hours times the campus minimum hourly rate in fall semester will be provided with a health fee exemption of 95% of the Basic Health Fee from August 1 through January 31, and 95% of the Student Health Insurance Plan (SHIP) from August 1 through July 31 as long as said graduate student employee is a graduate student during the following spring semester, and 90% of the Student Family Health Plan from August 1 through January 31 for those electing family health plan coverage.*
- (2). Graduate student employees who are employed for at least 190 hours in spring semester or who earn the equivalent of at least 190 hours times the campus minimum hourly rate in spring semester will be provided with a health fee exemption of 95% of the Basic Health Fee from February 1 through July 31, and 95% of the Student Health Insurance Plan (SHIP) from August 1 through July 31 as long as said graduate student employee was a graduate student during the previous fall semester, and 90% of the Student Family Health Plan from February 1 through July 31 for those electing family health plan coverage.*

New language from Admin Proposal

(3). Graduate student employees who are employed for at least 380 hours in fall or spring semesters or both or who earn the equivalent of at least 380 hours times the campus minimum hourly rate in fall or spring semesters or both semesters will be provided with a health fee exemption of 95% of the Basic Health Fee from August 1 through July 31, and 95% of the Student Health Insurance Plan (SHIP) from August 1 through July 31, and 90% of the Student Family Health Plan from August 1 through July 31 for those electing family health plan coverage.

(4). In addition to earnings as described in sections A. (1), A. (2), and A. (3) above, earnings during the summer which exceed the amount necessary for summer tuition waivers per Article 33, will be applied to fall and spring earnings in determining eligibility for health fee exemptions.

B. Graduate student employees who are academically enrolled for fewer than 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 Basic Health, SHIP, or Student Family Health Plans. 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.

C. No co-payment shall be increased during the life of the Agreement over the amount of the co-payment schedule currently in effect, nor shall any new co-payment be levied on graduate student employees during the life of this Agreement. Co-payments shall mean the ten (10) items described in Appendix A, at the levels and rates described in Appendix A. Appendix A shall also include a \$35.00 Emergency Room visit co-payment.

D. No individual graduate student employee shall make, for themselves if they are choosing the individual health plan, or for themselves and their families if they are choosing the family health plan, co-payments (as described in Appendix A) in any year (from the beginning of the summer session through the end of the following spring session) in excess of \$250.00.

E. Graduate student employees shall be notified of any reduction in health care benefits prior to the semester in which the reductions are scheduled to take effect.

F. Effective January 1, 2006, and contingent on Section H. below being fully funded in accordance with Article 50 of this Agreement, an annual payment shall be made from the Health and Welfare Fund to the University to be used by the University to defray costs related to health fee exemptions. Said payment shall be the amount which is equivalent to one dollar (\$1.00) contributed by the Employer to the Health and Welfare Fund on an annual basis per full-time equivalent state-funded, non-state funded, and DCE bargaining unit members in accordance with section H. below. Said payment shall be made within forty-five (45) days following January 1 of each year. 2007? 2008?

G. Effective health plan year 2006, payments shall be made from the Health and Welfare Fund to the University to be used by the University to decrease graduate student employee's five percent (5%) cost for individual Basic and SHIP premiums so that said

We'll investigate this - not sure if this can happen

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graduate student employee's cost for the individual Basic and SHIP premiums shall not exceed \$100.00 per health plan year.

H. Health and Welfare Fund: The Employer and the Union agree to establish a Health and Welfare Fund. The board of trustees of the Health and Welfare Fund, composed of an equal number of representatives of the Employer and the Union, shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to bargaining unit members and/or their dependents.

(1). Effective July 1, 2003, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent state-funded bargaining unit member the sum of eleven dollars (\$11) each calendar week. *Effective January 1, 2006, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent state-funded bargaining unit member the sum of twelve dollars (\$12) each calendar week.* The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions for state-funded bargaining unit members shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were calculated.

(2). Effective July 1, 2003, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent non-state-funded bargaining unit member except those employed by the Division of Continuing Education the sum of eleven dollars (\$11) each calendar week. *Effective January 1, 2006, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent non-state-funded bargaining unit member except those employed by the Division of Continuing Education the sum of twelve dollars (\$12) each calendar week.* The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund.

(3). *Effective January 1, 2006, the Employer agrees to contribute an annual payment to the Health and Welfare fund on behalf of each full-time equivalent bargaining unit member employed by the Division of Continuing Education the sum of five dollars (\$5) multiplied by nineteen (19) weeks. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions for DCE bargaining unit members shall be made by the Employer in an aggregate sum within forty-five (45) days following January 1 of each year and shall be based on the previous calendar year's full-time equivalent bargaining unit members employed by DCE.*

(4). The amount of contributions for each fiscal year shall be based on the number of full-time equivalent bargaining unit members as of the last payroll period in

refinement
of FTE

the month of October; provided, however, that for non-state-funded bargaining unit member the number of full-time equivalent bargaining unit members shall be surveyed at the end of each pay period during such fiscal year; *provided however, that for bargaining unit members employed by the Division of Continuing Education the number of full-time equivalent bargaining unit members shall be based on the previous calendar year's full-time equivalent numbers.*

(5). No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article 31, Grievance Procedure.

(6). It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under Article 35, Section E.

I. If GEO enters into an agreement with a private insurance carrier or health care provider for optical and/or dental insurance benefits for its members, the Administration will, upon written request by eligible graduate student employees, deduct the premiums for such insurance from said graduate student employees' paychecks and forward them to GEO or the insurance carrier.

J. 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.

K. *The current practice with respect to same-sex domestic partner benefits will continue unless and until the parties mutually agree otherwise or a successor contract is reached. A joint committee, with equal number of representative from GEO and the University will convene to explore issues related to residency and other legal concerns related to same-sex domestic partner benefits.*

opposite sex domestic partners

ARTICLE 36

Payment of Fees Through Payroll Deduction

Graduate student employees shall have the option of paying all tuition and fees customarily billed through the Bursar's Office, including fees for on-campus housing, through bi-weekly payroll deduction. Any graduate student employee wishing to exercise this option must so notify the Bursar's Office, on a payroll deduction authorization form, by the specified and published due date on the first graduate student bill for each semester. Any graduate student employee who does not return a signed payroll deduction authorization form by the deadline will not be permitted to pay his or her bill through payroll deduction. Payroll deduction authorization forms will be made available on the Bursar's Office website. Graduate student employees shall be notified by message

Can payroll deduction form be on SPIRE

on their graduate student bills and a Bursar's Office e-mail of the website to electronically access payroll deduction authorization forms. Payroll deduction will be in five (5) bi-weekly installments during each semester.

Payroll deduction shall be permitted for bargaining unit members who wish to participate in UAW's V-CAP. 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 V-CAP as the recipient thereof. Such consent shall be in a form acceptable to the University 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 the campus personnel office. The University 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 V-CAP holding account within thirty days after the last day of the month in which the deduction is made, provided that the University is satisfied by such evidence as it may require that the treasurer of Local 2322 has given a bond, in a form approved by the University, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the University. The Union will defend the University against any and all claims arising from or related to this paragraph.

ARTICLE 37

Vacation

Full-time graduate student employees except those in the Division of Continuing Education's summer or winter sessions shall accrue vacation leave at the rate of four hours per month; for graduate student employees who are appointed more or less than full-time, this vacation leave shall be pro-rated on the basis of the percentage of appointment. Vacation leave can not be carried over beyond the contract period in which it is earned. Interns and other employees who must work during January intersession or Spring break must be notified when they apply that this is a condition of employment.

Graduate student employees in academic departments shall take vacation time during January intersession or Spring break unless they reach an agreement with their department head that an alternative schedule would be acceptable. Graduate student employees in non-academic departments may take vacation at any time, provided they obtain prior written approval of the supervisor. These requests shall not be unreasonably denied.

All vacation time shall be requested in advance and scheduled at the discretion of the department head.

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BETWEEN

GRADUATE EMPLOYEE ORGANIZATION

LOCAL 2322/UAW

AND

THE UNIVERSITY OF MASSACHUSETTS

AT AMHERST

Soli/UAW



July 1 2001 June 30 2004

Soli/UAW

No Reprisal--Witnesses: No reprisal of any kind shall be taken against any graduate student employee because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file or any individual involved in any grievance and from any official departmental student files to which faculty members other than the department head have access. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty when necessary.

Time Limits: All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by mutual agreement. Failure of the Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or GEO may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Administration.

Any grievance that was filed prior to the end of the semester and has not been resolved to the satisfaction of the grievant(s) and/or GEO prior to the conclusion of the semester shall continue to be processed in accordance with the provisions of this Article, except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits, the provisions of this Article shall remain whole.

ARTICLE 32

Stipends

1. Minimum Stipends: The current minimum full-time equivalent stipend of \$10,692 shall be increased by the amount of the three percent FY02, the three percent FY03, and the three percent FY04 stipend increases paid under the terms below. In each year of the Agreement, the minimum stipend in each college, after the application of these three percent increases, shall be additionally increased by the amount of the one percent FY02, FY03, and FY04 stipend increases paid under the terms of paragraphs (b) below. 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.

2. Annual Increases:

Fiscal Year 2002:

- (a) Effective September 2, 2001, each graduate student employee on the payroll and in the bargaining unit on September 2, 2001, shall receive a stipend rate increase of three percent. These increases shall be paid to all graduate student employees, regardless of funding source.
- (b) Effective September 2, 2001, and following the application of the increases in paragraph (a) above, graduate student employees on the payroll and in the bargaining unit on September 2, 2001, shall receive an increase calculated in the following way: by multiplying the total state- and GOF-funded bargaining unit payroll in each school or college on September 2, 2001, by one percent and applying the result to raise the minimum stipend in each school or college to the level possible with this amount. In schools and colleges where a step system exists, "minimum" shall refer to the lowest such step. The increase received by each graduate student employee under this section shall be sufficient to raise his or her stipend level to the new minimum for his or her school or college. These increases shall be paid to all graduate student employees, regardless of funding source.
- (c) Effective September 2, 2001, a fund shall be created in each school and college by multiplying the total state- and GOF-funded bargaining unit payroll in each school or college on September 2, 2001, by one percent. This fund shall be used, at the discretion of the deans of the respective schools and colleges, for stipend increases effective September 2, 2001, to address stipend inequities. These stipend increases may be awarded for purposes such as but not limited to market discrepancies, individual inequities, and departmental inequities, but shall not be awarded for arbitrary or capricious reasons. Each dean shall provide to the Provost, who shall send a copy to GEO, a report on the uses of this fund.
- (d) For graduate student employees whose appointments are not in a school or college, the executive area shall serve as the school or college and the vice chancellor shall serve as the dean for the purposes of paragraphs (b) and (c) above.

Fiscal Year 2003:

- (a) Effective September 1, 2002, each graduate student employee on the payroll and in the bargaining unit on September 1, 2002, shall receive a stipend rate increase of three percent. These increases shall be paid to all graduate student employees, regardless of funding source.
- (b) Effective September 1, 2002, and following the application of the increases in paragraph (a) above, graduate student employees on the payroll and in the bargaining unit on September 1, 2002, shall receive an increase calculated in the following way: by multiplying the total state- and GOF-funded bargaining unit payroll in each school or college on September 1, 2002, by one percent and applying the result

- to raise the minimum stipend in each school or college to the level possible with this amount. In schools and colleges where a step system exists, "minimum" shall refer to the lowest such step. The increase received by each graduate student employee under this section shall be sufficient to raise his or her stipend level to the new minimum for his or her school or college. These increases shall be paid to all graduate student employees, regardless of funding source.
- (c) Effective September 1, 2002, a fund shall be created in each school and college by multiplying the total state- and GOF-funded bargaining unit payroll in each school or college on September 1, 2002, by one percent. This fund shall be used, at the discretion of the deans of the respective schools and colleges, for stipend increases effective September 1, 2002, to address stipend inequities. These stipend increases may be awarded for purposes such as but not limited to market discrepancies, individual inequities, and departmental inequities, but shall not be awarded for arbitrary or capricious reasons. Each dean shall provide to the Provost, who shall send a copy to GEO, a report on the uses of this fund.
- (d) For graduate student employees whose appointments are not in a school or college, the executive area shall serve as the school or college and the vice chancellor shall serve as the dean for the purposes of paragraphs (b) and (c) above.

Fiscal Year 2004:

- (a) Effective September 7, 2003, each graduate student employee on the payroll and in the bargaining unit on September 7, 2003, shall receive a stipend rate increase of three percent. These increases shall be paid to all graduate student employees, regardless of funding source.
- (b) Effective September 7, 2003, and following the application of the increases in paragraph (a) above, graduate student employees on the payroll and in the bargaining unit on September 7, 2003, shall receive an increase calculated in the following way: by multiplying the total state- and GOF-funded bargaining unit payroll in each school or college on September 7, 2003, by one percent and applying the result to raise the minimum stipend in each school or college to the level possible with this amount. In schools and colleges where a step system exists, "minimum" shall refer to the lowest such step. The increase received by each graduate student employee under this section shall be sufficient to raise his or her stipend level to the new minimum for his or her school or college. These increases shall be paid to all graduate student employees, regardless of funding source.
- (c) Effective September 7, 2003, a fund shall be created in each school and college by multiplying the total state- and GOF-funded bargaining unit payroll in each school or college on September 7, 2003, by one percent. This fund shall be used, at the discretion of the deans of the respective schools and colleges, for stipend increases effective

September 7, 2003, to address stipend inequities. These stipend increases may be awarded for purposes such as but not limited to market discrepancies, individual inequities, and departmental inequities, but shall not be awarded for arbitrary or capricious reasons. Each dean shall provide to the Provost, who shall send a copy to GEO, a report on the uses of this fund.

- (d) For graduate student employees whose appointments are not in a school or college, the executive area shall serve as the school or college and the vice chancellor shall serve as the dean for the purposes of paragraphs (b) and (c) above.

ARTICLE 33

Tuition and Curriculum Fee Scholarship Waivers

Fall and Spring: All graduate student employees who meet the minimum stipend or teaching responsibility requirements specified in the following paragraph shall receive a full tuition and curriculum fee scholarship waiver for the semester(s) in which they are employed.

The minimum required for a scholarship waiver for the academic year shall be a stipend of half the current minimum full-time assistantship stipend or full responsibility for teaching two three-credit courses. This amount may be paid or teaching obligation may be met either over two semesters, or all in one semester. In actual practice, therefore, a stipend of one-fourth of the minimum full-time stipend or full responsibility for teaching one three-credit course in one semester shall suffice for a tuition and curriculum fee scholarship waiver for that semester. A stipend of half the minimum full-time stipend or full responsibility for teaching two three-credit courses in one semester shall suffice for a tuition and curriculum fee scholarship waiver for two semesters.

Graduate student employees whose stipend in the spring semester of a given academic year is at least half of the minimum full-time stipend or who have full responsibility for teaching two three-credit courses in the spring semester of a given academic year shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester. Graduate student employees whose combined stipend for the fall and spring is equal to or greater than half the minimum stipend or who have full responsibility for teaching two three-credit courses over those two semesters shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester.

Summer Session: In addition, graduate student employees shall receive a summer tuition scholarship waiver for thesis and dissertation credits if they

receive a stipend for the summer that is at least 18.75% of the minimum full-time stipend; or a stipend that is at least 18.75% above the amount required for a tuition and curriculum fee scholarship waiver for one semester for services performed during one or the other or both of the two preceding semesters. Any earnings and teaching responsibilities during the summer that are not applied to summer thesis and dissertation credit waivers and health fee exemptions, or that are in excess of the amount required for such summer thesis and dissertation credit waivers and health fee exemptions, will be applied to tuition and fee waivers and health fee exemptions for the following academic year.

Calculations: The actual minimum stipend required for a scholarship waiver shall be calculated according to Article 32, Stipends. The Administration agrees that if the curriculum fee is renamed, in full or in part, graduate student employees will receive scholarship waivers for this new fee as they would for the curriculum fee.

ARTICLE 34

Fair and Reasonable Fees

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.

ARTICLE 35

Health Fees

(a) During the first week of the fall semester of each academic year, the administration and reading of required TB tests will be available to graduate student employees in a central campus location such as the Campus Center.

(b) Individual Health Coverage: The Administration will provide an exemption to all graduate student employees of the individual basic and supplemental health fees for both semesters (but not for the summer) of the academic year. Graduate student employees shall have the option of paying for summer health fees through payroll deduction in the preceding fall or spring semester.

(c) Family Health Coverage: For graduate student employees choosing the family health plan, the Administration will provide an exemption of 85% of the family health plan for each fiscal year (summer, fall, and spring combined). Payroll deduction is available for payment of a graduate student employee's Student Family Plan. The parties agree to the creation of a joint committee,

composed of an equal number of representatives of the Union and the Administration, that shall endeavor to develop a policy that would extend health benefits to the opposite sex domestic partners of bargaining unit members under the same terms that now apply to same sex domestic partners.

(d) A graduate student employee enrolled for fewer than 5 credits or on program fee can have his or her Supplemental portion added to the basic fee and paid through payroll deduction. The first installment is necessary at the time of enrollment and the remaining amount will be divided over a ten-week period. The graduate student employee must notify the Members Services Representatives at the time of enrollment that he or she wishes to have health fees deducted.

(e) For any graduate student employee not enrolled, nor on program fee, in either the fall or spring semester of a given academic year, the fees for the semester in which the graduate student employee is not enrolled shall not be exempted as detailed above. The fees for the semester in which they are enrolled and the summer shall be exempted as described above. However, because the supplemental health fee is for an entire year, and ordinarily cannot be bought to cover only part of the year, any graduate student employee appointed only in the fall, who receives an exemption of the supplemental health fee, shall not have to pay any additional expense due to not being enrolled in the spring; and any graduate student employee only enrolled in the spring, whose supplemental health fee bill equals the full amount, shall get the exemption of the supplemental as if he or she had been enrolled the entire year.

(f) No co-payment shall be increased during the life of the Agreement over the amount of the co-payment schedule currently in effect, nor shall any new co-payment be levied on graduate student employees during the life of this Agreement. Co-payments shall mean the ten items described in Appendix A, at the levels and rates described in Appendix A.

(g) No individual graduate student employee shall make, for themselves if they are choosing the individual health plan, or for themselves and their families if they are choosing the family health plan, co-payments (as described in Appendix A) in any year (from the beginning of the summer session through the end of the following spring session) in excess of \$250.00.

(h) Graduate student employees eligible for the exemptions described in (b) through (e) above shall be those eligible for graduate student employee tuition waivers under Article 33, Tuition and Curriculum Fee Waivers.

(i) Any earnings and teaching responsibilities during the summer that are not applied to eligibility for summer health fee exemptions, or that are in excess of the amount required for such summer health fee exemptions, will be applied to

health fee exemptions for the following academic year as described in Article 33, Summer Session.

(j) Graduate student employees shall be notified of any reduction in health care benefits prior to the semester in which the reductions are scheduled to take effect.

(k) The Employer and the Union agree to establish a Health and Welfare Fund. The board of trustees of the Health and Welfare Fund, composed of an equal number of representatives of the Employer and the Union, shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to bargaining unit members and/or their dependents.

Effective July 1, 2001, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent state-funded bargaining unit member the sum of nine dollars (\$9) each calendar week. Effective July 1, 2002, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent state-funded bargaining unit member the sum of ten dollars (\$10) each calendar week. Effective July 1, 2003, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent state-funded bargaining unit member the sum of eleven dollars (\$11) each calendar week. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The contributions for state-funded bargaining unit members shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were calculated.

Effective July 1, 2001, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent non-state-funded bargaining unit member the sum of two dollars (\$2) each calendar week. Effective July 1, 2002, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent non-state-funded bargaining unit member the sum of five dollars (\$5) each calendar week. Effective July 1, 2003, the Employer agrees to contribute to the Health and Welfare fund on behalf of each full-time equivalent non-state-funded bargaining unit member the sum of eleven dollars (\$11) each calendar week. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund.

The amount of contributions for each fiscal year shall be based on the number of full-time equivalent bargaining unit members as of the last payroll period in the month of October; provided, however, that for non-state-funded bargaining unit

member the number of full-time equivalent bargaining unit members shall be surveyed at the end of each pay period during such fiscal year.

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to Article 31, Grievance Procedure.

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member claiming any of the benefits extended by the Health and Welfare Fund; such liability shall be limited to the contributions indicated under Subsection 35(j).

(l) If GEO enters into an agreement with a private insurance carrier or health care provider for optical and/or dental insurance benefits for its members, the Administration will, upon written request by eligible graduate student employees, deduct the premiums for such insurance from said graduate student employees' paychecks and forward them to GEO or the insurance carrier.

(m) 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.

(n) GEO and the Administration shall work together to devise a system for automatic enrollment or other uniform enrollment procedure for all graduate student employees and for identifying graduate student employees who have alternative health insurance and who are therefore not in need of the GEO supplemental health fee exemption. The goal of this effort shall be to ensure that all graduate student employees who are eligible are enrolled, and that no graduate student employee who is entitled to the GEO exemption is billed for the supplemental health fee.

ARTICLE 36

Payment of Fees Through Payroll Deduction

Graduate student employees shall have the option of paying all tuition and fees customarily billed through the Bursar's Office, including fees for on-campus housing, and of paying on-campus parking fees, through weekly payroll deduction. Any graduate student employee wishing to exercise this option must so notify the Bursar's Office, on a payroll deduction authorization form, by October 8 for the fall semester and by February 25 for the spring semester. Any graduate student employee who does not return a signed payroll deduction authorization form by the deadline will not be permitted to pay his or her bill

through payroll deduction. Payroll deduction authorization forms will be mailed with graduate student bills to all graduate student employees who, as of one week prior to the date of mailing, have signed appointments for the semester and are scheduled to receive bills from the Bursar's Office. Additional forms will be made available at the Payroll Office, Bursar's Office, and GEO Office. Payroll deduction will be in ten equal weekly installments during each semester.

Payroll deduction shall be permitted for bargaining unit members who wish to participate in UAW's V-CAP. 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 V-CAP as the recipient thereof. Such consent shall be in a form acceptable to the University 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 the campus personnel office. The University 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 V-CAP holding account within thirty days after the last day of the month in which the deduction is

made, provided that the University is satisfied by such evidence as it may require that the treasurer of Local 2322 has given a bond, in a form approved by the University, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the University. The Union will defend the University against any and all claims arising from or related to this paragraph.

ARTICLE 37

Vacation

Full-time graduate student employees shall accrue vacation leave at the rate of four hours per month; for graduate student employees who are appointed more or less than full-time, this vacation leave shall be pro-rated on the basis of the percentage of appointment. Vacation leave can not be carried over beyond the contract period in which it is earned. Interns and other employees who must work during January intersession or Spring break must be notified when they apply that this is a condition of employment.

Graduate student employees in academic departments shall take vacation time during January intersession or Spring break unless they reach an agreement with their department head that an alternative schedule would be acceptable. Graduate student employees in non-academic departments may