

**AGREEMENT BETWEEN**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF**

**MASSACHUSETTS**

**AND**

**LOCAL 1596**

**GRADUATE EMPLOYEE ORGANIZATION**

**UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL**

**IMPLEMENT WORKERS OF AMERICA (UAW)**

**JULY 1, 2024 THROUGH JUNE 30, 2027**

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## **Glossary**

A Glossary Committee shall be created for the purpose of developing the glossary based on suggested terms from either party. These definitions will reflect current contract language throughout the collective bargaining agreement or mutually agreed upon definitions from outside entities including but not limited to MGL 150e or the Massachusetts Department of Labor Relations. The Glossary committee will make a recommendation to the Union and University no later than July 1, 2026. The parties agree that the glossary is a living document and will be updated on the website in real time as glossary items are agreed to by the parties.

The committee shall meet no later than 90 days after execution of the agreement and shall attempt to meet no less than once a month and be comprised of no more than three (3) members from the Union and three (3) members from the University.

# ARTICLE I - RECOGNITION

## 1.01 Union Recognition

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

## 1.02 Membership Definition

It is mutually agreed that the term "employees" for the purpose of this Agreement includes all personnel working in the bargaining unit as defined in Sections 1.01 and 1.03 of this Article. Use of the terms 'graduate assistant', 'graduate employee', 'unit member' and similar throughout this contract refers specifically to the classifications defined in 1.03. These terms apply in accordance with the definition found in 1.03 notwithstanding any erroneous assignment of title.

## 1.03 Job Definition

Definitions:

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

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

- b) Teaching Fellow (TF) - A graduate student employed on a salaried basis who is instructor of record for a lecture or independent lab section of a course and has independent responsibility for its teaching and grading
- c) Research Assistant (RA) - A graduate student who is employed, regardless of funding source used by the University, on a salaried basis to perform work primarily related to academic research or other similar work including, but not limited to, the gathering and analysis of data, conducting bibliographic searches, the development of theoretical analysis and models, the production or publication of scholarly journal and research reports, which are for the benefit of the University, its faculty, centers, institutes, or an academic staff supervisor, or a granting agency, and is secondarily for the graduate student employee's own research. Graduate students may be employed to perform research work not directly related to their own research.
- d) Academic Assistant (AA) - A graduate student who is employed on a salaried basis to perform work of an administrative or technical nature which is not otherwise described in Sections 1.03 (a) and (b) above but which is reasonably related to their course of studies or gaining professional skills required for their prospective career. Examples may include but are not limited to editing an academic journal, working in archiving, developing technology or resources useful to their discipline or future career.
- e) Graduate employees may be asked to perform clerical or secretarial tasks only if such tasks are directly related to the graduate employee's primary assignment. Graduate employees are not to be asked to perform work of a personal nature. Some assistantships may consist of some combination of duties as listed above. Any changes to the defined roles listed in points a through d must be in writing and agreed to by the employee and supervisor.
- f) Use of the term 'graduate assistant', 'graduate employee', 'unit member' and similar throughout this contract refers specifically to the above classifications.

#### **1.04 Job Classification Appeal Process**

The parties agree to meet promptly in an informal appeal process to review the job classification of any graduate student. These appeals may be submitted directly by the student-employee to the office of Human Resources or by the Union on students' behalf.

This section shall be grievable up to Step 3, Escalated Grievance, as defined in Article 6.02, and heard by the Vice Chancellor of Human Resources at which time the Union reserves its right to file a claim with the Massachusetts Division of Labor Relations.

**1.05 Graduate Student-Employee Summary of Personnel Actions**

To better support graduate student-employees and University staff who hire, supervise, and support them; the parties agree that timelines for personnel actions will be provided on the Provost Office Website entitled: Calendar of Personnel Actions for Graduate Assistants. This link will provide information on key deadlines relevant to graduate assistantships. This resource will provide information on key deadlines, e.g. for notice of appointment, for enrollment in the Student Health Insurance Plan, and EPAF dates for summer and winter semesters, etc.

## **ARTICLE II - UNION SECURITY**

### **2.1 Membership Status**

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

### **2.2 Dues Security**

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

### **2.3 Dues Authorization**

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

The University will attach an agreed upon form for authorization of payroll deduction for Union dues and initiation fees (Dues Authorization Form) to all graduate student employees' first assistantship contract. The Dues Authorization Form shall be returnable to the Treasurer of UAW Local 1596. Template version(s) of the Graduate Assistantship Form (GAF) and Dues Authorization form and the format(s) by which they will be distributed by the university will be shared with the union prior to any changes being made.

The GAF form will not require students to provide FERPA protected information.

### **2.4 Dues Information**

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

## **2.5 Contract Distribution**

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

## **2.6 Dues Liability**

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

## **2.7 Dues Security**

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

## **2.8 Orientation Representation**

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

## **2.9 Union Training**

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

**2.10 V-CAP Check Off**

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

**2.11 Conceptual Integrity**

The University agrees that if any term used in this contract is renamed and/or misused in full or in part, graduate student employees will not be adversely impacted. Changing terminology does not alter the obligations the parties have undertaken in this agreement.

## **ARTICLE III - MANAGEMENT RIGHTS**

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

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

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

## **ARTICLE IV - DISCRIMINATION AND HARASSMENT**

### **4.01 Discrimination**

The University shall not discriminate on the basis of race, native language or dialect (such as accent), gender identity or expression (e.g., transphobia, or intentionally refusing to address an Employee by their preferred gender pronouns), color, religious creed, marital status, parental status, national origin / ancestry, age, sexual orientation (e.g., homophobia), sex, pregnancy status (including but not limited to childbirth and associated conditions), disability (including mental or physical condition or diagnosis), political affiliation or belief, veteran or military status, ethnicity (including caste), citizenship, genetic information (for example, the BRCA gene), Union affiliation and/or activities, or membership in any other legally protected class, and retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

### **4.02 Sexual Harassment**

The University and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment. The parties further take the position that sexual harassment is an illegal practice which should not be condoned.

In pursuit of this aim, the Union and the University agree to establish a committee to finalize an expanded sexual harassment section for the CBA that substantively reflects the concepts, processes, and protections outlined in the Article IV subcommittee meetings and documents.

The University and the Union agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination. Also see article 4.06 and/or Appendix described in 4.07.

### **4.03 Harassment and Workplace Bullying**

The University and the Union recognize that the University has a duty to provide bargaining unit members with a work environment free of protected category harassment of any kind; in particular, conduct which has the purpose or effect of (i) Unreasonably interfering with a person or person's employment, educational benefits, academic grades or opportunities, or participation in University programs or activities; or (ii) Unreasonably interfering with a person or person's work or academic performance; or (iii) Creating an intimidating, hostile, or offensive working or academic environment; based on a protected category.

The University and the Union recognize and agree that no bargaining unit member shall be subjected to workplace bullying. The parties further recognize that the University has a duty to provide bargaining unit members with a work environment free of protected category harassment.

In pursuit of this aim, the Union and the University agree to establish a committee to finalize a harassment and workplace bullying section for the CBA that substantively reflects the concepts, processes, and protections outlined in the Article IV subcommittee meetings and documents.

#### **4.04 Union Representation**

The University shall notify all complainants that they may be accompanied, represented, and/or advised, by the Union during any informal or formal procedure. The University shall notify the Union of any known complaint; both open and resolved, once per semester as part of a special meeting with the Union; provided that the University shall not be required to furnish the complainant's name or any other identifying information to the Union.

#### **4.05 Filing Complaints**

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

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

Procedures and timelines to be revisited in a committee and revised in a manner that substantively reflects the concepts, processes, and protections outlined in the Article IV subcommittee meetings and documents.

#### **4.06 University Policies**

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

<https://www.umassp.edu/bot/policies>

<https://hr.umb.edu/policies>

The university agrees to engage in impact bargaining if laws or governmental policy at the State or Federal level related to affirmative action (to the extent permissible under applicable law), discrimination, or harassment change following the ratification of this agreement. Said negotiations are intended to preserve protections currently in place; negotiations may result in changes to university policies or procedures and/or this collective bargaining agreement.

In pursuit of this aim, the Union and the University agree to establish a committee to finalize a University Policies section for the CBA that substantively reflects the concepts, processes, and protections outlined in the Article IV subcommittee meetings and documents.

#### **4.07 Appendix**

An appendix compiling processes and guidance related to Harassment and Discrimination will be compiled in committee and attached to this agreement.

## **ARTICLE V - UNION REPRESENTATION**

### **5.01 Union Officers**

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

### **5.02 Grievance Representation**

The Unit Officers, or their bargaining unit designees or a representative from the local or International Union shall represent the local Union.

Both parties, Union and University, must mutually agree in order to include outside counsel (or UAW Legal Office, or UMB General Counsel or Legal Office) at earlier steps of the grievance process prior to arbitration.

### **5.03 Grievances and Workweek**

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

### **5.04 Labor Management Committee**

The parties shall establish a joint labor management committee consisting of at least three (3) members each from the administration and the Union. This committee shall meet monthly between September and May and as requested by either party during the remaining months of the year, to discuss matters of concern to the administration and the Union. This committee may make agreements and memorandum. This committee shall continue to meet during bargaining years. The parties may jointly decide to create other committees as they see fit to address topics of mutual interest; an example of which is described below.

The parties shall establish an additional labor management committee (referred to as the "Summer Committee") to discuss the employment of graduate students over the winter and summer semesters. The Summer Committee will have no more than four (4) members from each party to the contract. The committee shall meet monthly between September and May and as requested by either party during the remaining months of the year.

#### **5.05 Office Space**

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

#### **5.06 Unit Information**

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

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

member of the bargaining unit who has not filed a waiver of rights under FERPA.

The parties agree that the University may not provide information about persons in positions covered by this agreement who have suppressed pursuant to FERPA their directory information however the University will inform such students that they are represented by a union and how they may contact their Union. The university will inform the union of the number of any students who ask to have their directory information suppressed.

#### **5.07 Union Postings**

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

#### **5.08 Union Officers**

In lieu of release time, in each fall and spring the University shall grant eight (8) half-time (.50 FTE), assistantships to members of the bargaining unit identified by the Union; provided that the University shall pay the monetary equivalent of such assistantship to any such identified member or members of the bargaining unit who already holds a full-time (1.0 FTE) assistantship; provided further that the payment of any such monetary equivalent shall be paid in equal payments over the course of the appropriate semester.

For the purpose of maintaining union representation in the summer and winter semesters, the University shall grant GEO with 648 hours of stipends, this being the equivalent of four (4) half-time (.50 FTE – 9 hours weekly) assistantships over 18 weeks. These are to be paid at the GEO rate, currently set at \$31.41 per hour. These hours will be paid to graduate student members of the GEO. Payment of such monetary equivalent shall be paid upon timely submission of hourly time sheets collected by GEO and submitted to Graduate Studies to be entered for processing.

The Union will provide the Office of Graduate Studies the names of individuals serving in the assistantships thirty (30) days in advance of each semester's start. Positions filled by elections held after this date will be provided to the Office of Graduate Studies within two weeks of the close of the election.

### **5.09 Distribution of Union Mail**

At any such time the Union wishes the University to distribute any notices to members of the bargaining unit by campus mail or US mail, the Union shall prepare and provide these notices to the Administration. The University shall, within five business days of receipt of these hard-copy notices, distribute them to members of the bargaining unit. The University shall pay the cost of postage if distributing by US mail or similar service. Notices provided to the Administration for distribution by email shall be distributed within five business days to members of the bargaining unit.

The Union shall be allowed reasonable access to the campus intra-campus mail, inter-campus mail, and e-mail systems, and shall be allowed reasonable space for a union website on the campus website <http://www.umb.edu> provided that the Office of Graduate Studies, typically the Associate Vice Provost for Graduate education or designee shall approve the content of any such website hosted on a University server.

### **5.10 Budget Allocation**

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

### **5.11 Impact Bargaining**

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

### **5.12 University Rights**

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

**5.13 GEO Informational Materials**

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

The Union will be invited to provide input on the contents of said informational materials 30 days prior to each hiring period. The University shall provide these informational materials to Graduate Program Directors before August 15th.

**5.14 University Committee Representation**

GEO represents the interests of our members who occupy a specific and unique identity in their role as student-workers. GEO will be made aware of all committees which include graduate students and may nominate members for such committees. Chairpersons of officially constituted university committees which have mandates related to matters that impact GEO members, shall be identified and contacted by the joint Labor Management committee and request that an official union representative sit as a full committee member. Examples of these committees include: Health and Safety, Restorative Justice and Finance & Administration Committee.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

### **6.01 Definition of Terms**

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

- a) The Union, where appropriate, may initiate grievances concerning terminations or policy grievances (those that affect more than one person) at any step of the grievance procedure prior to arbitration.
  
- b) Failure of a grievant to comply with any provision of this article shall be deemed a waiver of the grievant's right to pursue the grievance under the terms of this Agreement. A failure of the grievant to comply with the time limits prescribed herein shall be deemed to be a failure to have complied with the provisions of this Article; however, the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step IV. In the event that the grievant(s) and/or the Union elect to seek redress through any other remedy or proceeding established and existing under federal or state law (other than complaints before the Massachusetts Labor Relations Commission, the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission brought to meet agency timelines but not to be simultaneously litigated), the Employer/University shall have no obligation to process or continue processing a grievance or arbitration pursuant to this Article.
  
- c) Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative; provided, however, that the Union Representative and/or Steward, as applicable, shall be notified of any grievances filed by employees on their own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and, further, that any resolution made shall not be inconsistent with the terms of this Agreement. Employees may request that the Union

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

- d) A grievance may be withdrawn at any level.
- e) No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in the grievance.
- f) Collateral Consequences of a Grievance — The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member; nor shall such fact be used in making any recommendation for the work assignment of such member; nor shall such member or any other member who participated in any way in the grievance procedure be subjected to any action by the Chancellor or Chancellor's designee, whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the Chancellor's authority to take any action that might be authorized or required to be taken to give effect to the resolution of the grievance.
- g) "Working days" — for the purposes of this article, working days are considered any day on which the University's administrative offices are considered open. This does not include holidays or emergency closures.

## **6.02** Grievance Procedures

### **Step 1** Informal Discussion

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

**Step 2 Supervisory Complaint**

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

**Step 3 Escalated Grievance**

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

**Step 4 Arbitration**

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

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

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

## **ARTICLE VII - DISCIPLINE AND DISCHARGE**

### **7.01 Progressive Discipline**

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

### **7.02 Just Cause**

Examples of just cause for the purposes of this Agreement:

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

### **7.03 Discharge Date**

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

## **ARTICLE VIII - JOB POSTINGS**

### **8.01 Reserved Job Opportunities**

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

### **8.02 Job Postings**

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

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

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

### **8.03 Decision of Appointment**

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

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

## **ARTICLE IX - APPOINTMENTS**

### **9.01 Applying to Posted Positions**

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

### **9.02 Contract Non-Modification**

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

### **9.03 Duration and Eligibility**

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

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

### **9.04 Reasonable Notice of Employment**

Reasonable notice of employment shall be given.

- a) Normally, notice of employment for the academic year shall be given by August 1. Appointments shall normally be made for the full academic year (fall and spring semesters). In specific cases where appointments are made on a semester-by-semester basis, notice for the fall semester shall be given by August 1, and for the spring semester by January 1st.
- b) Circumstances that cause changes in departmental schedules which occur after the above dates may affect employment opportunities for unit members.

**9.05 Appointment Signature Availability**

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

**9.06 Summer Work Committee**

A committee shall be created for the purpose of discussing, collaborating, and reviewing summer work conducted by graduate student employees. The committee shall be comprised of no more than three (3) members from the Union and three (3) members from the University. The committee shall meet no later than 90 days after the execution of the agreement and shall submit any joint recommendations no later than December 15, 2025 to the Vice Chancellor of Human Resources, at which point the committee will disband.

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

### **10.01 Workload Determination**

The graduate student employee workload shall be determined by the hiring authority with the approval of the Graduate Program Director or the Office of Graduate Studies, typically the Associate Vice Provost for Graduate Education or designee.

### **10.02 Work Year Duration**

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

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

### **10.03 Workweek**

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

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

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

### **10.04 Extra-Contractual Obligations**

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

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

#### **10.05 Additional Employment**

Nothing stated in this agreement shall prohibit graduate student employees from securing additional off-campus employment. Graduate employees may apply for and accept additional assistantships or on-campus employment without penalty or recourse from their original employing department(s), as long as the resulting total appointment does not exceed 1.0 FTE. However, members with a 1.0 FTE appointment, and who serve in a union officer position, shall be paid the monetary equivalent as extra compensation.

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

#### **10.06 Workweek Flexibility**

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

#### **10.07 Changes To Workload**

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

### **10.08 Class Size Increases**

If a department wishes to increase the enrollment cap in a course taught by a graduate student employee, the department head shall consult with affected graduate student employees in a manner deemed appropriate by the department head and shall reduce any understanding to writing.

### **10.09 Nature of Work**

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

### **10.10 Orientation**

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

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

### **10.11 Reimbursements**

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

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

### **11.01 Layoff and Abrogation**

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

### **11.02 Non-Reappointment**

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

### **11.03 Recall**

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

## **ARTICLE XII - HEALTH AND SAFETY**

### **12.01 Environmental Health and Safety**

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

### **12.02 Right to Refuse Work Due to Hazardous Conditions**

Hazardous conditions are defined as any condition which may adversely affect the health and safety of employees in the university environment, including, but not limited to: when the University or a building is closed, inclement weather such as very heavy rains or wind, blizzards, public health and safety compromises, or others. An employee shall not be required to work within a Hazardous Condition, as described above. The employee has the right to refuse any such request..

### **12.03 Working Conditions**

The employer is responsible for providing a safe workplace, including complying with laws and regulations, investigating hazards, and providing training if employees are exposed to hazards as part of their job responsibilities. Unit members shall have the right to decline work, without loss of compensation, until a minimum level of workplace safety has been determined by the University Office of Environmental Health and Safety, including but not limited to proper treatment of hazardous materials, completion of regular required equipment maintenance, provision of personal protective equipment (PPE), and completion of University-instituted safety training and protocols.

### **12.04 Personal Protective Equipment**

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 for a Graduate Assistant's work, the University will furnish such protective clothing, equipment, or PPE. First-Aid equipment will be provided in appropriate locations in compliance with applicable requirements.

**12.05 Workplace Injury**

If a graduate assistant reports being injured in the course of their employment to UMass Boston's HR department, the University will in good faith whenever appropriate, advise the Commonwealth of Massachusetts Human Resources Division Workers Compensation Unit of the injury honestly and accurately. The graduate assistant will continue to receive all benefits, including tuition and fee waivers, until such time as either the academic year in which the injury occurs or worker's compensation leave ends, whichever is sooner.

**12.06 Health and Safety Reporting**

Given UMass Boston's stated commitment to environmental health and safety (EHS) and protection of the health and welfare of faculty, staff, students, and visitors; all graduate students are encouraged to report any concerns about health and safety issues to the office of EHS and/or campus facilities.

Policy Link to Administration and Finance / Office of Environmental Health and Safety Management Policy number FY17-OEHS-002-00 Issued November 28, 2016

[\[https://www.umb.edu/media/umassboston/content-assets/event-services/pdf/Environmental\\_Health\\_and\\_Safety\\_Management\\_Policy.pdf\]](https://www.umb.edu/media/umassboston/content-assets/event-services/pdf/Environmental_Health_and_Safety_Management_Policy.pdf).

**12.07 Required Medical Testing**

In the circumstances when the University requires medical testing, the cost of the testing shall be borne by the University.

## **ARTICLE XIII STIPENDS**

### **13.01 General Appropriations**

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

### **13.02 Membership Pay**

Effective July 1, 2024 through June 30, 2027,, the minimum annual stipend of each member of the bargaining unit in shall be adjusted by 11% (July 1, 2024 – June 30, 2025), 7% (July 1, 2025 – June 30, 2026), and 7% (July 1, 2026 – June 30, 2027).

In order to be eligible for retroactive payments back to July 1, 2024, a bargaining unit member must have been on payroll as of December 15, 2024, or currently on the payroll, upon execution of this agreement.

Fall and Spring salaries are to be paid in equal installments and shall be paid consecutively, without gap, during the winter semester.

<b>Effective Date</b>	<b>Classifications</b>	<b>FTE Level</b>	<b>Annual Stipend</b>
July 1 2024	RA TA AA	1.00	\$22,591
July 1 2024	RA TA AA	0.75	\$16,944
July 1 2024	RA TA AA	0.50	\$11,296
July 1 2024	TF	1.00	\$24,502
July 1 2024	TF	0.50	\$12,252
July 1 2025	RA TA AA	1.00	\$24,173
July 1 2025	RA TA AA	0.75	\$18,130
July 1 2025	RA TA AA	0.50	\$12,087
July 1 2025	TF	1.00	\$26,217
July 1 2025	TF	0.50	\$13,109
July 1 2026	RA TA AA	1.00	\$25,865
July 1 2026	RA TA AA	0.75	\$19,399
July 1 2026	RA TA AA	0.50	\$12,933
July 1 2026	TF	1.00	\$28,052
July 1 2026	TF	0.50	\$14,026

**13.03 GEO Payroll Deduction and VCAP**

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

Payroll deduction shall be permitted for all unit members who wish to participate in UAW's VCAP, a political action committee. All payroll deductions for unit members shall be allocated in equal amounts in each paycheck. A bargaining unit member who wishes to participate must consent in writing to the authorization of the deduction from his or her wages and to the designation of VCAP as the recipient thereof. Such consent shall be in a form acceptable to the Employer/University Administration and shall bear the signature of the bargaining unit member. A bargaining unit member may withdraw his or her authorization by giving at least sixty (60) days' notice in writing to his or her campus Human Resources office. The Employer/University Administration shall deduct contributions from the pay of bargaining unit members who request such a deduction in accordance with this Article and transmit such funds to the VCAP holding account within thirty days after the last day of the month in which the deduction is made, provided that the Employer/University Administration is satisfied by such evidence as it may require that the treasurer of VCAP has given a bond, in a form approved by the Employer/University Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration. The Union will defend the Employer/University Administration against any and all claims arising from or related to this Article.

If reasonably feasible, the university will provide a mechanism for members to purchase parking passes via payroll deductions.

#### **13.04 Tuition and Fee Benefits**

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

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

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

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

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

The parties agree to establish a labor management committee for the purpose of waiving the technology fee paid by bargaining unit members. The committee shall be composed of three (3) members from the Union and three (3) members from the University. The committee shall meet no later than 30 days after the execution of the agreement and shall submit any joint recommendations no later than December 15, 2025 to the Vice Chancellor of Human Resources, at which point the committee will disband.

**13.05 Resignation Pro-rata**

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

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

**13.06 Hiring Pro-rata**

Any Graduate Assistant who assumes the position of Graduate Assistant after the start of a semester shall receive tuition waivers for the semester pursuant to the following:

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

## ARTICLE XIV - HEALTH AND WELFARE

### 14.01 Membership Health Plan

Effective July 1, 2025, the University shall pay 95% of the cost of the University of Massachusetts Boston Student Health Insurance Plan, not to exceed the amounts shown below, for each graduate assistantship funded through the Office of Graduate Studies or through University administrative units outside of the Office of Graduate Studies in accordance with the following schedule.

Full time	\$3461.88
3/4 time	\$2596.41
1/2 time	\$1730.94

Effective July 1, 2026, the University shall pay 95% of the cost of the University of Massachusetts Boston Student Health Insurance Plan, not to exceed the amounts shown below, for each graduate assistantship funded through the Office of Graduate Studies or through University administrative units outside of the Office of Graduate Studies in accordance with the following schedule.

Full time	\$3535.28
3/4 time	\$2651.46
1/2 time	\$1767.64

Additionally, the University shall pay 95% of the cost of the University of Massachusetts Boston Student Dental Insurance Plan (HMO), and Student Vision Insurance Plan (HMO), according to the caps below:

	Dental	Vision	All Annual Limits prorated based on Plan Cost Limit
<b>1.0 FTE</b>	\$670	\$190	
<b>0.75 FTE</b>	\$503	\$142.50	
<b>0.50 FTE</b>	\$335	\$95	

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

**14.02 Insurance and Grant Funded Positions**

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

**14.03 Insurance Prorating**

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

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

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

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

**14.04 Parking Fees**

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

**14.05 Pre-Taxation Transit Coverage**

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

**14.06 Insurance Payments**

A committee shall be created for the purpose of discussing, collaborating, and reviewing methods by which administration of the Health Insurance Benefit can be improved. The committee shall meet no later than 60 days after the execution of the agreement and shall be comprised of no more than 3 members from the Union and 3 members from the University. The committee shall aim to conclude its work by October 7, 2025, but in no event later than December 15, 2025. Upon agreement of the parties, any changes in the current administration of the Health Insurance Benefit shall, when appropriate, be formalized in a memorandum of understanding, at which point the committee will disband.

## **ARTICLE XV - GRANTS AND FUNDS**

### **15.01 Scholarly Support Fund**

The University shall fund a pool consisting of \$50,000 per year for the purpose of funding the scholarly activities of members of the bargaining unit; provided that the criteria and method of distribution shall be determined by a special labor-management committee.

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

### **15.02 Emergency Support Fund**

The University shall fund an annual pool consisting of \$50,000 for the purposes of offsetting the cost of emergencies suffered by members of the unit.

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

The Emergency Support Fund shall be overseen by a special committee consisting of Union Officers and one individual from the University agreed upon by the parties.

This committee shall be in charge of administration, distribution decisions, and protocols and procedures of the Emergency Support Fund.

### **15.03 Grants and Scholarships Committee**

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

## **ARTICLE XVI - SEPARABILITY OF PROVISIONS**

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

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

## **ARTICLE XVII - COST ITEMS AND APPROPRIATION BY THE GENERAL COURT**

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

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

## **ARTICLE XVIII - DURATION**

### **18.01 Duration of Agreement**

This Agreement shall remain in full force and effect until midnight, June 30, 2027, and items contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

### **18.02 Rollover of Agreement**

Should a successor Agreement not be executed by June 30, 2027, 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 July 1, 2026

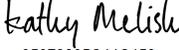
# ARTICLE XIX - SIGNATORIES

## 19.01 Signatories

The duly authorized representatives of the parties indicate their agreement to the Collective Bargaining agreement contained in this document by signing below or through the use of an electronic platform such as DocuSign.

For the Union:

Signed by:  
  
\_\_\_\_\_  
1F70E3C12860472...  
Christopher R. Whynacht      Date: 6/24/2025  
GEO Organizing Committee

DocuSigned by:  
  
\_\_\_\_\_  
95073885C44C450...  
Kathy Melish      Date: 6/24/2025  
UAW President, Local 1596

For the University:

Signed by:  
  
\_\_\_\_\_  
DD8697ABB8B241D...  
Mickey Gallagher      Date: 6/20/2025  
Executive Director  
Employee & Labor Relations

\_\_\_\_\_  
John D. Dunlap      Date:  
Chief Human Resources  
Officer

\_\_\_\_\_  
Martin T. Meehan      Date:  
President

## **SUPPLEMENTAL AGREEMENTS**

### **INTELLECTUAL PROPERTY**

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

### **INTERNATIONAL STUDENT WORKING GROUP**

The ISWG is charged with researching and compiling issues affecting international GEO members during their careers at UMass Boston. The committee will report on resources that aid GEO members in addressing bureaucratic and administrative issues such as: obtaining a student visa and work authorization, maintaining student status, understanding costs and fees, securing and maintaining employment opportunities, and so forth. The Working Group will support the administration in locating or developing these resources. The committee will also research needs of the international graduate assistant community for sustained efforts to provide active support for process and information sharing.

As its first task, the ISWG is charged with recommending revisions to the international student page on the UMB website to ensure it provides accurate, useful, and up-to-date information to international graduate assistants. Subsequently, the ISWG will address issues pertinent to international graduate assistants as they are identified either by student communication or the graduate student excellence committee formed by the Office of Student Affairs and Graduate Student Government.

The ISWG shall be composed of equal numbers of UMB and of GEO members (with one GEO member preferably an international student), a member of the Office of Graduate Studies, Office of Students Affairs, and Office of Labor Relations.

## **APPENDIX A**

Harassment and Discrimination Appendix described in Article 4.07 to go here

## Certificate Of Completion

Envelope Id: B5521D55-89F9-4ECE-BB7B-582A463DB9CC  
 Subject: Complete with Docusign: 2024-2027 Integreated Contract\_Final.pdf  
 Source Envelope:  
 Document Pages: 47  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Sophie Coddington  
 100 William T. Morrissey Blvd.  
 Boston, MA 02125-3393  
 Sophie.Coddington@umb.edu  
 IP Address: 158.121.180.16

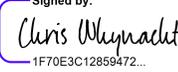
## Record Tracking

Status: Original  
 6/20/2025 12:14:49 PM  
 Holder: Sophie Coddington  
 Sophie.Coddington@umb.edu  
 Location: DocuSign

## Signer Events

Chris Whynacht  
 whynachtcr@gmail.com  
 Security Level: Email, Account Authentication  
 (Optional)

## Signature

Signed by:  
  
 1F70E3C12859472...  
 Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2601:643:c100:a170:1094:ed75:4bcd:4111

## Timestamp

Sent: 6/20/2025 12:16:34 PM  
 Resent: 6/24/2025 9:09:42 AM  
 Viewed: 6/24/2025 11:14:56 AM  
 Signed: 6/24/2025 11:16:45 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/24/2025 11:14:56 AM  
 ID: 0b5767e7-6cd5-4014-8d77-3035791e66ec

Kathy Melish  
 kmelish@aol.com  
 Security Level: Email, Account Authentication  
 (Optional)

DocuSigned by:  
  
 95073805C44C459...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 96.233.106.153

Sent: 6/20/2025 12:16:35 PM  
 Resent: 6/24/2025 9:09:43 AM  
 Viewed: 6/24/2025 11:21:11 AM  
 Signed: 6/24/2025 11:22:18 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/30/2020 11:38:51 AM  
 ID: 04c29660-537b-4627-996f-784dcd66fd02

Mickey Gallagher  
 Mickey.Gallagher@umb.edu  
 8/30/2023  
 Security Level: Email, Account Authentication  
 (Optional)

Signed by:  
  
 DD8697ABB8B241D...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 73.69.53.249

Sent: 6/20/2025 12:16:34 PM  
 Viewed: 6/20/2025 1:59:29 PM  
 Signed: 6/20/2025 2:04:29 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/30/2023 3:46:32 PM  
 ID: 828e64c6-b22e-42b0-b7a8-c14ef5bdb18f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	6/20/2025 12:16:35 PM
Certified Delivered	Security Checked	6/20/2025 1:59:29 PM
Signing Complete	Security Checked	6/20/2025 2:04:29 PM
Completed	Security Checked	6/24/2025 11:22:18 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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