AGREEMENT

BETWEEN

GRADUATE EMPLOYEE ORGANIZATION

LOCAL 2322/UAW

AND

THE UNIVERSITY OF MASSACHUSETTS

AMHERST

September 1, 2014 - August 31, 2017

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PREAMBLE

This Agreement is entered into between UAW Local 2322/Graduate Employee Organization ("GEO") and United Automobile, Aerospace and Agriculture Implement Workers of America, AFL-CIO ("UAW") (hereinafter referred to collectively and individually as 'Union')) and the University of Massachusetts Amherst and has as its purpose the promotion of harmonious relations between the Administration and Union; the creation of an environment where supervisors and graduate student employees treat each other with dignity, respect, and civility; the establishment of an equitable and peaceful procedure for the resolution of differences; and for the purpose of good faith negotiations between the Administration and Union on matters relating to graduate student employees' employment policies and practices, thus contributing to the continual development of an educational institution of highest quality.

Any alleged violations of this Preamble shall not be subject to the Grievance Procedure, Article 31, of this Agreement.

ARTICLE 1
Recognition

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

Performing work required to fulfill a degree requirement shall not be reason for exclusion from the provisions of this Agreement. However, excluded from the bargaining unit shall be: University of Massachusetts Amherst interns working off campus and not receiving University paychecks; fellows and trainees who are not required to perform duties for remuneration; graduate students working in the Chancellor's Office or any of the Vice Chancellors' offices; graduate student employees employed by University of Massachusetts Boston, Lowell, Dartmouth, Worcester, and the President's Office (except as stated above); graduate student tutors and other graduate student hourly employees; faculty members; and classified and professional employees. For a graduate student employee performing both work in pursuit of an academic degree and work for compensation, that work performed solely in pursuit of an academic degree shall not be covered by the terms of this Agreement, while any work performed for compensation shall be covered by the terms of this Agreement.

The Administration will report to GEO within thirty days any new job classifications to which graduate students are appointed and will determine if the job classification will be included under this Agreement. If there is disagreement between GEO and the Administration concerning the inclusion or exclusion, then the two parties shall meet to negotiate.

The Administration will not make any agreement with any group for the purpose of undermining GEO.

ARTICLE 2
Definitions

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

"Department Chair" - department head or chair or designee

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

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

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

"Union" - Local 2322 and/or UAW.

"Local" – Local 2322 of the UAW.

"International Union" – United Automobile, Aerospace and Agricultural Implement Workers of America.

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

"Teaching Assistant" - a graduate student employed on a salaried basis with one or more of the following responsibilities in courses for which they do not have primary responsibility: (1) coordinate, lead, or assist in the instructional process in preparation and direct interaction with students in lab, discussion, quiz, or problem sessions; (2) meet with students and teach during office hours; (3) grade papers; (4) grade and proctor exams; (5) supervise undergraduate interns; (6) counsel students; (7) administer colloquium programs. A TA may have additional, related duties as assigned.

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

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

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

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

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

"Assistant Residence Director" (which is also "Assistant Residence Director/Live-in Residence Hall Graduate Assistant")—a graduate student employed on a salaried basis whose responsibilities are as described in the appended current job description (or subsequent

amendments) and who is required, as a condition of employment, to be a graduate student and to reside in University-assigned housing. Notwithstanding anything to the contrary elsewhere in this Agreement, a full-time ARD shall be defined as twenty hours per week.

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

"Waiver" – relief from any obligation to pay

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

ARTICLE 3
GEO Security

Dues or Agency Fee

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

Initiation Fee

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

Payroll Deduction

C. The Administration shall deduct initiation fees, dues, or agency fees from the pay of graduate student employees who have indicated on a signed form that they request such a deduction in accordance with this Article and transmit such funds in accordance with University policy to the treasurer of the Local within thirty calendar days after the last day of the month in which the deduction is made, together with a list of graduate student employees whose dues and agency fees are transmitted and those who have added or withdrawn their dues or agency fee deduction authorization, provided that the Administration is satisfied by such evidence as it may require that the treasurer of the Local has given a bond, in a form approved by the Administration, for the faithful performance of his or her duties in a sum and with such surety or securities as are satisfactory to the Administration.

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

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

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

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

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

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

Assistantship Contract Statement

J. All graduate student employee appointment forms will include the following statement: "All graduate student employees who are appointed as TAs, TOs, RAs, PAs, ARDs, Interns, and Working Fellows, except those working in the Chancellor's Office or any of the Vice Chancellors' offices, are covered by a collective bargaining agreement between International Union, UAW, GEO, Local 2322 and the University which determines graduate student employees' working conditions and benefits. This agreement requires that all such TAs, TOs, RAs, PAs, ARDs, Interns, and Working Fellows must either join the Union and pay dues, or pay a service fee as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05)."

Penalty for Non-Payment of Service Fee

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

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

Arbitration

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

ARTICLE 4
Time Off For GEO Business

(a) The Administration shall during each academic year of the Agreement provide released time for the Grievance Chair, and three other graduate student employees of GEO's choosing, for a total of four headcount graduate student employees at the average TA stipend, calculated as of the first day of the fall semester of the respective academic years, for the purpose of administering this Agreement. One of these appointments shall be for twenty hours per week and thirty-eight weeks per year each, and three, including the Grievance Chair, shall be for twenty hours per week and fifty-two weeks per year each. The graduate student employees appointed to these positions shall receive tuition and fee waivers in accordance with this Agreement.

The Administration shall during each semester and summer session in which bargaining occurs provide release time for four graduate student employees of GEO's choosing, at the average TA stipend, calculated as of the first day of the semester in which they are appointed (or, in the case of summer session, as of the first day of the preceding spring semester), for the purpose of negotiating the collective bargaining agreement between GEO and the University of Massachusetts Amherst. All of these appointments shall be for ten hours per week, and last the duration of the semester or summer session. The graduate student employees appointed in these positions shall receive tuition and fee waivers and exemptions in accordance with this Agreement.

These graduate student employees shall be appointed in the Provost's Office and supervised by GEO. GEO shall provide the Administration with a list of these graduate student employees at least thirty days prior to the start of the semester. The time in which a graduate student employee serves in one of these positions shall not be included in any limit imposed by an academic department on the number of semesters of employment a graduate student may have; however, nothing in this provision shall be construed to restrict an academic department's right, based on that department's graduate academic program, to impose limits on the point in graduate students' academic careers beyond which students may not be funded by the department.

(b) If a graduate student employee takes a job with GEO or the Union, the time in which a graduate student employee serves in a position with GEO or the Union shall not be included in any limit imposed by an academic department on the number of semesters of employment a graduate student may have; however, nothing in this provision shall be construed to restrict an academic department's right, based on that department's graduate academic program, to impose limits on the point in graduate students' academic careers beyond which students may not be funded by the department. This time off language will apply to TAs, TOs, Interns, Fellows,

Trainees, and PAs. This time off for GEO business will apply for RAs, pending agreement with the RA's Principal Investigator, and to ARDs, pending agreement with the ARD's supervisor.

If a graduate student employee takes a job with GEO or the Union, the graduate student employee may apply to their graduate program director for an extension of the statute of limitations of up to three years. The graduate program director's decision may be appealed by the graduate student employee to the Graduate Dean. Neither the graduate program director nor the Graduate Dean shall make decisions for arbitrary or capricious reasons.

(c) Released time without loss of wages, benefits and other privileges may be granted to bargaining unit members for attendance at: hearings, before the Legislature and State agencies; Union conferences, conventions, and trainings. Such released time shall amount to no more than 25 days per calendar year in the aggregate for use by members of the bargaining unit. Such days may be banked from one year to the next.

Such released time will require prior approval of the supervisor. Requests for such released time shall not be unreasonably denied. Upon request of the supervisor, an employee may be required to make up the missed work.

ARTICLE 5
Access to Campus

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

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

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

ARTICLE 6
Office Space

The University will provide an on campus office for GEO, including normal maintenance. The University will use its best efforts to make sure the space is acceptable to GEO. This article will not interfere with the allocation of any space currently occupied by GEO.

ARTICLE 7
Campus Mail

GEO will have use of campus mail and electronic mail for official GEO business. Customary campus charges for electronic mail equipment and services will be paid by GEO.

ARTICLE 8
Access to Space Usage

GEO will have access to space subject to usual and established fees, availability, and normal scheduling procedures.

The Administration will provide thirty one-day parking passes to GEO, at no cost to GEO. GEO shall be eligible to apply, in accordance with campus parking regulations, for four parking spaces in the Campus Center basement.

ARTICLE 9
Access to Information

In accordance with applicable state and federal statutes, and upon GEO's written request, and provided the release of such information requested does not violate any applicable law and regulations, GEO shall have access to all information necessary to bargain knowledgeably and to administer this Agreement including, but not limited to: (1) Directory information, unless withheld at the individual's request, on all graduate students, which shall be a listing of the student's name, academic department, entrance date, e-mail address, home address, and phone number, and for graduate students with appointments as TA's, TO's or ARD's, the work department, office address, and employment category; (2) Additional information for all graduate student employees who have signed FERPA waivers which shall be a listing of a unique identifier assigned by the Assistantship Office which shall be used to identify said graduate student employee for the duration of their graduate student employment at the University, name, waiver type, employment category, work department, number of hours contracted for, stipend, and length of contract; (3) Official statistics, information, records, budget data and financial data necessary for negotiations and/or the implementation of this Agreement; (4) Trustee and Administrative documents, policies, practices, and procedures that impact graduate student employment; (5) Information on benefit plans, costs, and cost projections; (6) Aggregate data regarding the diversity of graduate student employees in the Division of Continuing Education.

The information in sections (1) and (2) above shall be provided within thirty (30) days of the beginning of each semester, and within seven (7) days of the beginning of each summer and winter session, and updated weekly for an additional thirty (30) days each semester. GEO will be furnished with readily available data in section (3) above within thirty (30) days of receipt of the written request. If the data needs to be generated, then GEO will be notified in fourteen (14) days or as soon as possible with an estimate of how long it will take to generate said data.

The University will include a voluntary waiver of FERPA rights on graduate student employee employment contract forms (GFAF forms) as provided in Appendix B to this Agreement.

Until state and federal statutes permit the University to release to GEO all of the employment related information to which GEO is entitled under this Agreement, the University agrees to mail or email periodic notices prepared by GEO for its bargaining unit members in a timely manner. Cost of said mailings shall be at GEO's expense. Should FERPA and its interpretation by the U.S Department of Education or the appropriate courts permit the disclosure of more employment-related information for all graduate student employees during the duration of this Agreement, the University will meet with GEO to negotiate appropriate changes.

ARTICLE 10
Bulletin Boards

GEO shall be afforded space for official union business on a bulletin board in each department that has one and shall have access to other bulletin boards for official

union business, subject to established University regulations.

ARTICLE 11
Labor/Management Meetings

Representatives of the University Administration shall meet with GEO representatives at mutually agreed upon times to discuss matters of concern. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any subject. The party requesting the meeting shall submit a written agenda in advance of the meeting. Such meetings shall take place at least once a month, and other consultations may occur by mutual agreement, as needed.

Nothing contained herein shall prevent the aforementioned from meeting less frequently, upon mutual agreement.

The Administration agrees to pay for up to four mailings and to deliver two electronic mail messages to graduate student employees each year for communication that is mutually agreed upon as necessary.

ARTICLE 12
GEO Orientation

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

Upon request of GEO, the Administration will provide GEO with copies of this Agreement; and GEO will pay the Administration's cost of copying.

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

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

The University will conduct a graduate student employee orientation program, which will be mandatory for all new graduate student employees. The program will be offered during the first two weeks of fall and spring semesters and, at the discretion of the University, at other times during the academic year. GEO representatives will be given time to speak and to distribute dues

and agency fee payroll deduction forms at all sessions of this program. The program will be designed to provide and collect information necessary to process graduate student employee appointments for payroll, including but not limited to intellectual property policy descriptions and participation agreements. A comprehensive check-list of all paperwork that must be filled out in order for graduate student employees to get paid will be highlighted at each session.

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

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

ARTICLE 13
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 University 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 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 or the Administration.

ARTICLE 14
No Strike/No Lockout

Neither GEO nor any GEO member will call, assist, encourage, condone, or participate in any actions which would constitute an abridgment or violation of the terms of any individual employment contract between a graduate student employee and the University, or a withholding of services, in whole or in part, by any graduate student employee of the University. If any GEO member engages in such activity which has not been called, assisted, or encouraged by GEO, the Administration shall notify GEO at least forty-eight hours prior to taking any action against GEO, to provide GEO with an opportunity to correct the situation. This shall not be construed, however, to preclude appropriate disciplinary action against the GEO member involved.

The University Administration agrees not to engage in the lock-out of graduate student employees.

ARTICLE 15
Non-Discrimination

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

No graduate student employee shall be denied appointment based on academic school of thought, provided, however, that nothing in this Article shall be deemed to supercede the right of the graduate student employee's supervisor to determine what is taught by graduate student employees and how that teaching is to be carried out.

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

GEO shall represent all eligible persons without regard to membership.

ARTICLE 16
Language Testing

1). It is the responsibility of each academic department to determine that each graduate student who is employed in a bargaining unit position with instructional responsibilities has appropriate oral proficiency in English. Instructional responsibilities extend to both classroom and laboratory settings.

2). Graduate student employees shall be deemed to have the appropriate oral proficiency in English by meeting one (1) of the following criteria:

a. They speak English as a first language;

b. They are a citizen of Australia, Botswana, Canada, Caribbean English-speaking countries, Dominica, Gambia, Ghana, United Kingdom, Guyana, Hong Kong, Ireland, Kenya, Lesotho, Liberia, Malawi, Namibia, New Zealand, Nigeria, Sierra Leone, South Africa, Swaziland, Tanzania, Uganda, West Indies, Zambia, or Zimbabwe.

c. They have earned a college or university degree in the United States or in one of the countries listed in (b).

d. They earned a degree from the American University in Beirut, the American University in Bulgaria, the American College of Greece, or Bogazici University in Turkey.

e. At the time of admission, they were currently enrolled as a full-time student who had completed two academic years of college/university work in the United States prior to the date of entrance at the University of Massachusetts.

f. At the time of admission to the graduate program, they demonstrated sufficient oral proficiency in English on the speaking section of the TOEFL iBT, IELTS, or such other standardized test as may be designated in the future. A student will be deemed to have oral proficiency as follows: on the TOEFL iBT with a score of 26 or higher; on the IELTS with a score of 8.0 or higher; on other standardized tests to be determined by the Graduate Dean. The TOEFL iBT and IELTS scores of 26 or 8.0 respectively could be lowered at the discretion of the Graduate Dean.

3). Graduate students who are employed in bargaining unit positions with instructional responsibilities and who have not met one (1) of the above criteria are required to take an oral English proficiency test upon arrival on campus.

4). The oral English proficiency test will be administered by the Graduate School at no cost to graduate students, at least two times a year (fall and spring). Information about this test and the University's policy regarding spoken English proficiency is on the Graduate School's website. In addition, all incoming international students who have instructional responsibilities will be notified of the policy upon their arrival on campus.

5). Graduate student employees who are required to take an oral English proficiency test and who do not pass the test are required to participate in the spoken English improvement classes provided by the Graduate School at no cost to the student, or to enroll in another program recommended by their Graduate Program Director. If the assistantship with instructional responsibilities has already begun, the test result will have no bearing on the funding for the duration of that appointment. However, graduate student employees may be reassigned appropriate responsibilities as defined in Article 2, Definitions, corresponding to their level of proficiency. Reappointment to an instructional position will not be made unless the oral English proficiency test has been passed.

6). International students shall be advised that, because they will not be eligible to teach in the summer or winter session in Continuing and Professional Education until they have passed the oral English proficiency test, they should complete all testing requirements immediately after arrival on campus. An individual's test results will be used solely for employment purposes. All on-campus testing and subsequent language training will be supervised by appropriately credentialed professionals, and no use will be made of the on-campus test for research purposes.

ARTICLE 17
Affirmative Action

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

Grievances filed with respect to this article may proceed only to Level Two and shall not be subject to Level Three, Arbitration.

There shall be a committee, with three members appointed by the Administration, three by GEO, and undergraduate student representatives, which shall make recommendations to the Administration about ways in which to educate undergraduate students about diversity on campus, particularly as it relates to the diversity of TAs and TOs and related issues of harassment. The activities and recommendations of this committee shall not be subject to Article 31, Grievance Procedure.

ARTICLE 18
Sexual Harassment

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

In addition, the University will once a year schedule an awareness program for graduate student employees and their supervisors, regarding the problem of sexual harassment. This paragraph is not grievable under Article 31, Grievance Procedure.

Sexual harassment is a violation of Title VII of the 1964 Civil Rights Act. For the purposes of this Agreement, it is defined as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating, or sexually offensive working environment.

For the purposes of this Agreement, verbal conduct is defined as any form of communication, whether written, signed, spoken, or depicted in images.

Sexual harassment may include but is not limited to unwelcome kissing, patting, touching, fondling, sexual remarks, or the display of sexually offensive or degrading posters, pictures, cartoons, or other images.

At the option of the grievant, a grievance filed with respect to this article may also be considered in accordance with the 2001 University Sexual Harassment procedures (www.umass.edu/eod/sexual.html) (Appendix C). In determining whether an alleged incident constitutes sexual harassment, those entrusted with administering this policy will look at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of a suitable penalty will be made from a finding of fact on a case-by-case basis and from any record of previous sexual harassment by the respondent.

ARTICLE 19
Harassment

The Affirmative Action and Non-Discrimination Policy of the University of Massachusetts Amherst (www.umass.edu/eod/aapolicy.html) prohibits the harassment of students and employees, i.e. racial harassment, sexual harassment, and retaliation for filing complaints of discrimination. Graduate student employees shall be fully covered by this policy, as well as protected from harassment for union activities. The parties agree that should the University seek to change its policy, the parties will reopen negotiations for the purpose of negotiating a harassment policy for graduate student employees.

ARTICLE 20
Job Descriptions

Each graduate student employee shall receive, with their appointment form, a job description, developed by the department head, which shall include the number of hours of work required, a summary of the duties and responsibilities of the position, the duration of the appointment, and a list of any required meetings and training programs. After specific course assignments are made, each graduate student employee shall, if appropriate, receive a more detailed description of the duties and responsibilities of the position in a reasonable amount of time, but no more than two weeks from the time such assignments are made. The form and content of position descriptions shall not be subject to Article 31, Grievance Procedure.

Graduate student employees in Continuing and Professional Education shall be informed of the number of matriculated University of Massachusetts Amherst undergraduates in each course they are scheduled to teach.

ARTICLE 21
Professional Rights

Graduate student employees shall have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual's supervisor as well as fiscal and time constraints.

In addition, graduate student employees shall receive appropriate acknowledgment of their projects or contributions to projects in such instances in which acknowledgment is customarily and publicly given by the University.

Within the provisions of applicable laws and University policies and subject to paragraph one above, graduate student employees are entitled to freely express in their work environment their political beliefs and/or affiliations. However, they should be careful not to introduce matter unrelated to their subject persistently into their teaching. Nothing in this Article should be understood to abridge whatever rights of academic freedom the Trustees may allow to graduate student employees.

The University shall compile and provide to GEO an annual report on the use of undergraduate teaching assistants. The first such report shall cover the 2000-01 academic year and shall be issued within six months of the signing of this Agreement.

ARTICLE 22
Workload

Assignments to graduate student employees will be such that they can be reasonably expected to discharge them within the number of hours specified in the individual's contract. No graduate student employee will be instructed to work more hours than their contract stipulates.

TAs, TOs, PAs, ARDs and Interns shall not be required by their supervisor to work more than ten (10) hours in a single day or more than twice their contracted weekly hours in a single week, except that ARDs and Interns may be required to work more than these limits when their responsibilities require them to participate in off-campus travel, designated campus special events, and responses to emergencies, and TAs and TOs may be required to work more than these limits when their responsibilities require them to participate in field work/off-campus travel.

In the event of significant increases in elements of a graduate student employee's workload (such as class size, number of sections or courses taught, or number of students advised) contracted hours shall be increased accordingly or such changes 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. Departments will provide advance written notice to affected graduate student employees of department-wide changes and shall meet to discuss such changes with all affected graduate student employees.

Furthermore, a Teaching Associate must be paid for no less than ten hours per week per three credit course.

The University shall provide to GEO by the end of each semester the enrollment capacity initially set by departments and the actual enrollment following the add/drop period for all undergraduate courses in the semester.

If a department wishes to increase the initial enrollment capacity 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.

Expedited Grievance Process: Alleged violations of the above provisions shall be subject to Article 31, Grievance procedure, as modified herein.

Informal Step:-The graduate student employee(s) and, at the graduate student employee(s)' option,the representative of GEO, shall meet with the representative(s) of the Administration closest to and best able to discuss and resolve the matter. If within ten (10) work days of the request for such meeting, the matter has not been resolved, the graduate student employee(s) may file a formal grievance and submit it to Level Two,

Chancellor's Level.

Step Two (Chancellor): The Chancellor's designee, the graduate student employee(s) and, at the graduate student employee(s)' option, the representative of GEO, shall meet to discuss and resolve the matter. If within ten (10) work days from the date of submission of the grievance at Step Two the matter has not been resolved, GEO may submit the matter to Arbitration under the terms of Article 31, section c (Level Three Arbitration).

ARTICLE 23
Appointment and Reappointment

1. Application. The provisions of this article shall apply to appointment and reappointment of TAs, TOs, RAs, PAs, ARDs, Fellows, Trainees, and Interns and to those currently enrolled graduate students who have been TAs, TOs, RAs, PA, ARDs, Interns, Trainees, and Fellows with a lapse in such funding of twelve months or less. They shall not apply to graduate students who have never been TAs, TOs, RAs, PAs, ARDs, Interns, Trainees and Fellows or to those with a lapse in such funding of longer than twelve months.

2. Grievability. The content of the procedures and criteria developed by each department under the terms of Article 23 shall not be subject to Article 31, Grievance Procedure. No grievance concerning the provisions of this article shall result in the substitution of any person's or persons' judgment for that of the department chair.

3. Development of Departmental Appointment and Reappointment Procedures.

A. Each department shall have a written appointment and reappointment procedure for each job classification (TAs and TOs, PAs, RAs, Fellows and Trainees, and ARDs and Interns) for:

(a) requests by graduate students for funding;
(b) deciding who will receive funding;
(c) notifying people that they will receive funding;
(d) posting of job possibilities available to graduate students both from inside and outside the department;
(e) assignment of TAs and TOs to courses;
(f) notice of assignment.

By October 1 and March 1 of each year, the link to departmental appointment and reappointment procedures shall be sent to all graduate student employees following the initial posting pursuant to MOU 22. Copies of all departmental appointment and reappointment procedures, including criteria consistent with sections 4A, 5A, 6A, 7A, and 8A shall be posted on the University's website by the end of the semester prior to the effective date of said procedures except as stated in MOU 22. The Graduate school will send departments a memo each semester concerning their obligation to post their appointment reappointment procedures in accordance with this provision.

B. In developing or revising any Appointment and Reappointment Procedure as described above, the department head shall establish a mechanism for soliciting graduate student advice, such as a committee which includes some graduate students or distribution of a draft for written comments from graduate students.

4. Requirements for TAs and TOs.

A. Appointment and Reappointment Criteria

(a) Each department that appoints TAs and TOs shall base appointments and reappointments on written criteria for selection. These criteria should address such issues as:

(i) who is eligible for appointment and reappointment and how applicants are ranked (e.g., Master's vs. Doctoral students, initial year vs. continuing students);
(ii) what weight is given to previous experience in teaching (in the department or in other departments or institutions);
(iii) for continuing appointments, what evaluative factors are used (e.g. if previous TA or TO performance is deemed relevant, how is it to be evaluated; are academic records considered).

The above are meant to be exemplary rather than mandatory. The intent is that candidates shall be given clear information concerning the framework in which their applications are being considered.

No later than January 1, 2003, all departmental appointment and reappointment criteria shall include criteria for appointment and reappointment in the Division of Continuing Education.

(b) Funding decisions shall be made by the department chair and shall not be made for arbitrary or capricious reasons. In making such decisions, the department chair may but is not required to establish a mechanism for soliciting graduate student input.

B. Assignments

(a) After deciding who will receive funding and prior to making any formal assignments to currently enrolled graduate students, the department chair will advise all funded graduate students (as per Article 23) in the department of which courses are expected to be staffed with graduate student employees. The department chair will provide an opportunity for the graduate students to express their preference(s) for assignments. After receiving these indications of preference from students the department chair will make assignments which take into account:

(i) academic performance;
(ii) graduate students' preferences;
(iii) the needs of the department;
(iv) the previous experience and qualifications of the graduate students; and
(v) faculty and student schedules.

(b) Posting for Assignments Available Only to Graduate Students in the Employing Department

(i) Prior to Course Assignments for the Following Semester:

The department chair shall notify all graduate students in the department of the courses which are expected to be staffed with graduate student employees the following semester by posting the courses in a space easily accessible to graduate students, and putting notices in students' departmental mailboxes.

(ii) After Course Assignments for the Semester:

The department chair shall notify all graduate students in the department of any course(s) that become available for staffing by graduate student employees after TAs and TOs have been assigned for the semester by posting the course(s) in a space easily accessible to graduate students, if timing allows.

(c) Posting for Jobs Available to Graduate Students Outside the Employing Department

(i) Prior to the Semester Beginning:

Prior to the start of each semester, notice of any assignments for which the department chair has determined graduate students not enrolled in that department may be eligible will be posted in a central location, unless the assignment is to be filled through reappointment. Such postings will include an explanation of any acronyms used and will include a telephone number for the listing department. The cover sheet for such postings will include a listing of all bargaining units whose positions are included. Such listings shall be posted in a space easily accessible to graduate students in each department. A copy shall also be sent to the on-campus GEO office, the Student Employment Office, and the Assistantship Office at the Graduate School and shall be available on the University's website.

(ii) After the Semester Begins:

After the semester has begun, notice of any assignments for which the department chair determines graduate students not enrolled in that department may be eligible will be posted in a central location, if timing allows and unless the assignment is to be filled through reappointment. Such postings will include an explanation of any acronyms used and will include a telephone number for the listing department. The cover sheet for such postings will include a listing of all bargaining units whose positions are included. If timing allows, such listings shall be posted in a space easily accessible to graduate students in each department, and a copy shall be sent to the on-campus GEO office, the Student Employment Office, and the Assistantship Office at the Graduate School and shall be available on the University's website.

C. Notice for Graduate Student Employees not in Continuing and Professional Education

(a) If by April 15 or December 1 of each year the department chair cannot definitively notify graduate students of whether or not they will be funded the following semester, the department chair will advise, in writing, each currently enrolled graduate student who has applied for funding of the department's expectations about that student's appointment or reappointment for the following semester.

(b) Such notification will indicate the department chair's best judgment about whether the graduate student is likely to be funded, may be funded, or is not likely to be funded. An updated indication of the department chair's expectations about which of these three categories a graduate student is in will be sent to each graduate student fourteen days prior to the first day of classes. These notices shall be issued in good faith.

(c) The accuracy of any notification issued under the terms of Article 23 shall not be subject to Article 31, Grievance Procedure.

5. Requirements for PAs.

A. Criteria

(a) Each department and employing unit that appoints PAs shall base appointments and reappointments on written criteria for selection. These criteria should address issues such as:

(i) who is eligible for appointment, how decisions are made about the percentage of appointment a PA will receive, and how applicants are ranked (e.g. Master's vs. Doctoral students, initial year vs. continuing students);
(ii) what weight is given to previous experience;
(iii) what weight is given to grant requirements;
(iv) for continuing appointments, what evaluative factors are used (e.g., if previous PA performance is deemed relevant, how is it to be evaluated; are academic records being used, etc.).

The above are meant to be exemplary rather than mandatory. The intent is that candidates shall be given clear information concerning the framework in which their applications are being considered.

(b) Funding decisions shall not be made for arbitrary or capricious reasons. In making such decisions, the department chair may but is not required to establish a mechanism for soliciting graduate student employee input.

B. Assignments

(a) A list of grants shall be generated centrally and posted in departments four times a year. This list shall include: name of grant, name of the PI, granting agency, amount of the grant, and the starting and ending dates for the current grant. Department heads shall add any grants funded by other sources when they receive the printout from the Office of Grant and Contract Administration.

At the beginning of each semester (by the first week of the second month of the semester) the department shall add to the above list the number of PAs written into the grant, and which PAs are working on those grants. These lists shall be posted in a central location, accessible to graduate student employees in the department.

(b) Department heads shall ensure that funded research-in-progress is presented to the graduate students in their departments in an oral presentation once each year, or the department head shall generate a funded research-in-progress list that is posted in departments. Principal investigators shall be urged to inform department heads of their research when funding is likely. Such research will be added to research-in-progress lists. A principal investigator's failure to report such research shall not be subject to Article 31, Grievance Procedure. Copies of grant proposals for all funded research shall be available for review by graduate students, using procedures developed by the Administration.

Department heads shall ensure that there is a mechanism by which any students who are interested in a research project will have the opportunity to receive further information on appointment possibilities, if such information is available.

(c) PAs that are open and for which faculty are looking for individuals shall be posted in the following way:

(i) Posting for Assignments Available Only to Graduate Students in the Employing Department:

The department shall notify all graduate students in the department of the PAs that will be available by posting them in a space easily accessible to graduate students, and putting notices in students' departmental mailboxes, if timing allows.

(ii) Posting for Jobs Available to Graduate Students Outside the Employing Department:

Notice of any assignments which the department or employing unit determines are available to graduate students not enrolled in that department will be posted in a central location, unless the assignment is to be filled by reappointment and if timing allows. Such postings will include an explanation of any acronyms used and will include a telephone number for the listing department. The cover sheet for such postings will include a listing of all bargaining units whose positions are included.

Such listings shall be posted in a space easily accessible to graduate students in each department, and a copy shall also be sent to the on-campus GEO office, the Student Employment Office, and the Assistantship Office at the Graduate School and shall be available on the University's website, if timing allows.

C. Notice

(a) The department or employing unit will make every reasonable effort to provide maximum possible notice of funding decisions to PAs.

(b) If six months prior to a grant expiring the department or employing unit cannot notify graduate students of whether or not they will be funded when the current grant expires, the head of the department or employing unit shall advise, in writing, all affected graduate student employees of the department's expectations about that student's appointment or reappointment under the renewed grant. A statement as to the number of PAs that will be funded under the upcoming grant will also be included in the notice.

(c) At least sixty days prior to expiration of a grant, the department or employing unit will advise, in writing, the PAs who are funded by that grant of the department's expectations about that student's appointment or reappointment under the renewed grant.

(d) Fourteen days prior to the grant expiration, all current PAs funded on the grant as well as all currently enrolled graduate students who are to be funded by the grant, shall be given an updated notice of the department head's expectation of appointment or reappointment. These notices shall be issued in good faith.

(e) The accuracy of any notification issued under the terms of Article 23 shall not be subject to Article 31, Grievance Procedure.

(f) PAs not funded by grants or contracts shall be given the same notice as TAs and TOs.

6. Requirements for RAs.

A. Criteria

The criteria shall be at the discretion of the Department Head.

B. Assignments

(a) A list of grants shall be generated centrally and posted in departments four times a year. This list shall include: name of grant, name of the PI, granting agency, amount of the grant, and the starting and ending dates for the current grant. Department heads shall add any grants funded by other sources when they receive the printout from the Office of Grant and Contract Administration.

At the beginning of each semester (by the first week of the second month of the semester) the department shall add to the above list the number of RAs written into the grant, and which RAs are working on those grants. These lists shall be posted in a central location, accessible to graduate student employees in the department.

(b) Department heads shall ensure that funded research-in-progress is presented to the graduate students in their departments in an oral presentation once each year, or the department head shall generate a funded research-in-progress list that is posted in departments. Principal investigators shall be urged to inform department heads of their research when funding is likely. Such research will be added to research-in-progress lists. A principal investigator's failure to report such research shall not be subject to Article 31, Grievance Procedure. Copies of grant proposals for all funded research shall be available for review by graduate students, using procedures developed by the Administration.

Department heads shall ensure that there is a mechanism by which any students who are interested in a research project will have the opportunity to receive further information on appointment possibilities, if such information is available.

(c) RAs that are open and for which faculty are looking for individuals shall be posted in the following way:

(i) Posting for Assignments Available Only to Graduate Students in the Employing Department

The department shall notify all graduate students in the department of the RAs that will be available by posting them in a space easily accessible to graduate students, and putting notices in students' departmental mailboxes, if timing allows.

(ii) Posting for Jobs Available to Graduate Students Outside the Employing Department

Notice of any assignments which the department or employing unit determines are available to graduate students not enrolled in that department will be posted in a central location, unless the assignment is to be filled by reappointment and if timing allows. Such postings will include an explanation of any acronyms used and will include a telephone number for the listing department. The cover sheet for such postings will include a listing of all bargaining units whose positions are included.

Such listings shall be posted in a space easily accessible to graduate students in each department, and a copy shall also be sent to the on-campus GEO office, the Student

Employment Office, and the Assistantship Office of the Graduate School and shall be available on the University's website, if timing allows.

C. Notice

(a) The department or employing unit will make every reasonable effort to provide maximum possible notice of funding decisions to RAs.

(b) If six months prior to a grant expiring the department or employing unit cannot notify graduate students of whether or not they will be funded when the current grant expires, the head of the department or employing unit shall advise, in writing, all affected graduate student employees of the department's expectations about that student's appointment or reappointment under the renewed grant. A statement as to the number of RAs that will be funded under the upcoming grant will also be included in the notice.

(c) At least sixty days prior to expiration of a grant, the department or employing unit will advise, in writing, the RAs who are funded by that grant of the department's expectations about that student's appointment or reappointment under the renewed grant.

(d) Fourteen days prior to the grant expiration, all current RAs funded on the grant as well as all currently enrolled graduate students who are to be funded by the grant, shall be given an updated notice of the department head's expectation of appointment or reappointment. These notices shall be issued in good faith.

(e) The accuracy of any notification issued under the terms of Article 23 shall not be subject to Article 31, Grievance Procedure.

(f) RAs not funded by grants or contracts shall be given the same notices as TAs and TOs.

7. Requirements for Fellows and Trainees.

A. Criteria

The criteria shall be at the discretion of the Department Head.

B. Assignments

(a) Posting for Assignments Available Only to Graduate Students in the Employing Department

The department shall notify all graduate students in the department of the appointments that will be available by posting them in a space easily accessible to graduate students, and putting notices in students' departmental mailboxes, if timing allows.

(b) Posting for Assignments Available to Graduate Students Outside the Employing Department

Notice of any assignments which the department or employing unit determines are available to graduate students not enrolled in that department, or in departments where there are no graduate students or in non-academic departments, will be posted in a central location, unless the assignment is to be filled by reappointment and if timing allows. Such postings will include an

explanation of any acronyms used and will include a telephone number for the listing department. The cover sheet for such postings will include a listing of all bargaining units whose positions are included.

Such listings shall be posted in a space easily accessible to graduate students in each department, and a copy shall also be sent to the on-campus GEO office, the Student Employment Office, and the Assistantship Office at the Graduate School and shall be available on the University's website, if timing allows.

C. Notice

(a) If by April 15 or December 1 of each year, the department head can not definitely notify graduate students of whether or not they will be funded the following semester, the department head will advise, in writing, each currently enrolled graduate student who has applied for funding of the department chair's expectations about that student's appointment or reappointment for the following semester.

(b) Such notification will indicate the department chair's best judgment about whether the graduate student is likely to be funded, may be funded, or is not likely to be funded. An updated indication of the department chair's expectations about which of these three categories a graduate student is in will be sent to the graduate student fourteen days prior to the first day of classes. These notices shall be issued in good faith.

(c) The accuracy of any notification issued under the terms of Article 23 shall not be subject to Article 31, Grievance Procedure.

8. Requirements for Interns and ARDs

A. Criteria

(a) Each department and employing unit that appoints interns or ARDs shall base appointments and reappointments on written criteria for selection. These criteria should address issues such as:

(i) who is eligible for appointment, what qualifications and expertise are required for the job;
(ii) what weight is given to previous experience.
(iii) for continuing appointments, what evaluative factors are used (e.g. if previous Intern performance is deemed relevant, how is it to be evaluated; are academic records being used, and for ARDs whether there are any term limits, etc.)

The above are meant to be exemplary rather than mandatory. The intent is that candidates shall be given clear information concerning the framework in which their applications are being considered.

Funding decisions shall not be made for arbitrary or capricious reasons. In making such decisions, the department chair may, but is not required to, establish a mechanism for soliciting graduate student employee input.

B. Assignments

(a) Posting for Assignments Available Only to Graduate Students in the Employing Department

The department shall notify all graduate students in the department of the appointments that will be available by posting them in a space easily accessible to graduate students, and putting notices in students' departmental mailboxes, if timing allows.

(b) Posting for Assignments Available to Graduate Students Outside the Employing Department

Notice of any assignments which the department or employing unit determines are available to graduate students not enrolled in that department, or in departments where there are no graduate students or in non-academic departments, will be posted in a central location, unless the assignment is to be filled by reappointment and if timing allows. Such postings will include an explanation of any acronyms used and will include a telephone number for the listing department. The cover sheet for such postings will include a listing of all bargaining units whose positions are included.

Such listings shall be posted in a space easily accessible to graduate students in each department, and a copy shall also be sent to the on-campus GEO office, the Student Employment Office, and the Assistantship Office at the Graduate School and shall be available on the University's website, if timing allows.

C. Notice

(a) If by April 15 or December 1 of each year, the department head can not definitely notify graduate students of whether or not they will be funded the following semester, the department head will advise, in writing, each currently enrolled graduate student who has applied for funding of the department chair's expectations about that student's appointment or reappointment for the following semester.

(b) Such notification will indicate the department chair's best judgment about whether the graduate student is likely to be funded, may be funded, or is not likely to be funded. An updated indication of the department chair's expectations about which of these three categories a graduate student is in will be sent to the graduate student fourteen days prior to the first day of classes. These notices shall be issued in good faith.

(c) The accuracy of any notification issued under the terms of Article 23 shall not be subject to Article 31, Grievance Procedure.

ARTICLE 24
Professional Growth and Development

Professional Development Funds: Professional development and research assistance funds shall be made available to graduate student employees. At the time of distribution, graduate student employees shall receive written notification that they may use these funds for any legitimate scholarly, educational, or professional purpose, including without

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limitation professional travel, supplies, books, journals, and equipment. Graduate student employees in Continuing and Professional Education shall not be eligible for such funds.

The funds shall be calculated as follows: Two percent of the total payroll for graduate student employees who are paid from any source other than grants, contracts, or Continuing and Professional Education as of May 1, 2005.

One-fifth of the funds shall be distributed to bargaining unit employees eligible as of March 7, 2005; one-fifth shall be distributed to bargaining unit employees eligible as of October 17, 2005; one-fifth shall be distributed to bargaining unit employees eligible as of March 6, 2006; one-fifth shall be distributed to bargaining unit employees eligible as of October 16, 2006; one-fifth shall be distributed to bargaining unit employees eligible as of March 5, 2007.

In each semester that the funds shall be distributed, the total amount allocated for that semester shall be divided by the number of full-time equivalent positions eligible as of that semester to determine the amount to be distributed to each full-time equivalent. Each eligible graduate student employee shall then receive funds for professional growth and development, pro-rated to their fte rate.

Professional Growth and Consultation: Upon written request, any graduate student employee has a right to receive consultation from the department head or direct supervisor on their assignment. The sole purpose of this consultation will be to improve the quality of the work being done. Such requests will be limited to a maximum of three per semester.

ARTICLE 25
Second Job

No graduate student employee shall be denied the right to work at a job not covered by this Agreement, as long as such employment does not interfere with the graduate student employee's fulfillment of all terms and conditions of their graduate student employment.

No graduate student employee shall be denied the right to work at an additional job within the bargaining unit, but outside the graduate student employee's academic department, as long as such employment does not interfere with the graduate student employee's fulfillment of all terms and conditions of their graduate student employment.

ARTICLE 26
Discipline and Discharge

Except as described in Article 27, Layoff and Recall, and Article 23, Appointment and Reappointment, no graduate student employee shall be discharged or disciplined except for just cause.

All disciplinary action against a graduate student employee pertaining to their job performance shall be given in writing to the graduate student employee with a timely notice to the union. The disciplinary action shall identify the conduct or performance deficiency which is the cause for the discipline and any corrective action the graduate student employee must take to address the alleged misconduct or performance deficiency, and it may include any other information concerning the discipline, its remediation, or its consequences that the author of the discipline communication decides to include.

A graduate student employee has a right to request union representation at a meeting a graduate student employee's supervisor and/or department chair decides to hold with said graduate student employee to investigate the graduate student employee's conduct relating to their job performance that has the potential for discipline. Notice of said meeting shall be provided to the graduate student employee in advance, with a concurrent copy to the union. In the absence of the graduate student employee's request for union representation, the meeting will proceed without such representation. Nothing in this Article is intended to diminish a graduate student employee's Weingarten rights.

Nothing in this Article is intended to discourage supervisors from engaging in non-disciplinary mentoring, guidance or counseling and graduate student employees involved shall participate in such discussions or meetings.

ARTICLE 27
Layoff and Recall

If the Administration determines that it may be necessary to abrogate for financial reasons the contract of any graduate student employee prior to its expiration date, the Administration shall so notify GEO and shall provide a reasonable period of time, and, whenever possible, a minimum of thirty days, to receive advice from GEO. If, after considering the advice of GEO, the Administration determines that it remains necessary to abrogate for financial reasons the contract of any graduate student employee prior to its expiration date, the Administration shall so notify GEO and shall provide to GEO a list of affected individuals. Affected individuals shall receive, whenever possible, a minimum of one semester notice. 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 50% of the remainder of their stipend for the semester in which the contract abrogation takes effect.

If, at any time within three years from the effective date of a layoff for financial reasons, the department from which a graduate student employee was laid off decides to make a graduate student employee appointment for which the laid off individual is, in the opinion of the department head, qualified, the laid off individual will have recall rights to that position.

Within a department in which layoffs occur, the appointment and reappointment criteria developed under Article 23 shall be applied as appropriate.

If the Administration determines that it may be necessary to abrogate, due to organizational or programmatic changes, the contract of any graduate student employee prior to its expiration date, the Administration shall so notify GEO and shall provide a minimum of thirty days to receive advice from GEO. If, after considering the advice of GEO, the Administration determines that it remains necessary to abrogate, due to organizational or programmatic changes, the contract of any graduate student employee prior to its expiration date, the Administration shall

so notify GEO and shall provide to GEO a list of affected individuals. Affected individuals shall receive a minimum notice period of one semester. 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 50% of the remainder of their stipend for the semester in which the contract abrogation takes effect. In non-academic departments, layoffs shall occur in the order of reverse seniority.

This article shall not apply to suspension or termination for cause.

ARTICLE 28
Parity in Cuts

The Administration and GEO recognize the Administration'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 Administration agrees to negotiate with GEO on the impact, implementation, and workload effects of budget cuts on a school or college level, with attention to the individual departments involved, if the percentage cut to the state-funded graduate student employee account in a department is larger than the percentage decline in undergraduate enrollment in the school or college in which that department resides and either:

(a) the percentage cut to the state-funded graduate student employee account in a department is larger than the percentage cut suffered by the school or college in which that department resides, or
(b) the percentage cut to the state-funded graduate student employee account in a department is larger than the total percentage cut to the overall campus budget, or
(c) the percentage cut to the state-funded graduate student employee account in a department is larger than the reduction in undergraduate student enrollment requests.

When determining the amount and percentages of cuts made to all budgets, the comparison semester shall be the previous semester, adjusted for seasonal differences.

When determining declining undergraduate enrollment, the above comparison semesters shall be used for comparing pre-registration data on the school or college level.

The Administration shall provide to GEO all information related to changes in the state appropriation to the University and the allocation of state funds to each department that employs graduate student employees, as well as undergraduate enrollment figures, as soon as possible, but no later than thirty days after the state appropriation is finalized. If GEO determines that there is a need to negotiate, the Administration shall provide to GEO all information needed to negotiate, including but not limited to enrollment figures for classes, pre-registration data, budgets, stipend levels and contracted hours, FTE and actual employee counts for both the comparison semester and the semester in which the cuts shall be implemented.

Negotiations for cuts to be implemented in a spring semester shall be completed before the end of the preceding fall semester. Negotiations for cuts to be implemented in a fall semester shall begin within seven days after the data are received by GEO, or July 31, whichever is earlier.

If the parties are unable to reach agreement during such negotiations, the Administration and GEO recognize the Administration's right to implement any and all budget cuts that the Administration deems appropriate. If that implementation results in a violation of any provision of this Agreement, GEO reserves the right to initiate a grievance under Article 31, Grievance Procedure.

Cuts to non-academic, state-funded graduate student employees shall be dealt with in the same manner, substituting vice chancellor level for the school or college level and the division or other analogous unit for the department level. For the purpose of these negotiations, the General Education budget shall be considered as would the budget of a school or college.

ARTICLE 29
Job Security

All offer letters sent to graduate students shall include the cost of attendance at the University, including any tuition or fees which the graduate student employee will be required to pay, and a statement of the stipend and duration of appointment being offered. This letter will also indicate whether or not the same level of financial support for continued appointment is guaranteed. In addition, said offer letters will include the statement that continued appointments are contingent on satisfactory academic progress and satisfactory job performance. Letters of offer shall not use the phrase "guaranteed subject to availability of funding." The provisions of this paragraph shall not apply to graduate student employees in the Division of Continuing Education.

Departments shall have the option of offering contracts to graduate student employees for a period of up to two years.

There shall be no retaliation against a graduate student employee in the form of termination of an appointment prior to its expiration, or in reappointment, as a result of said graduate student employee filing a grievance about an academic matter. Nothing in this prohibition shall be construed to allow academic grievances to be considered under the terms of this Agreement, nor shall anything in this prohibition be construed to require the continued appointment or reappointment, pending resolution of an academic grievance, of a graduate student employee for whom the department has just cause for termination or non-reappointment other than the filing of the grievance.

ARTICLE 30
Health and Safety

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

stipends for the remainder of their contracted appointment period. Every attempt will be made by the department head to find alternative, continuing employment for the affected graduate student employees if otherwise eligible for reappointment.

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

If the University Health Services certifies that a graduate student employee, as a result of an injury incurred in the course of their employment, is unable to continue their appointment, the graduate student employee will continue to receive tuition and fee waivers for whichever is longer: the duration of their contracted appointment period or as long as the injury prevents the graduate student employee from performing the duties of that appointment, up to two years beyond the contracted appointment period.

Subject to budgetary constraints, the University will attempt to provide an adequately maintained workplace, including maintenance of existing air conditioning and ventilation systems.

GEO shall, upon request, be provided with copies of all EHS inspection reports related to work sites of graduate student employees.

The University shall provide an ergonomic keyboard to any graduate student employee for whom such accommodation is deemed medically necessary, following the procedures laid out in the document entitled "Procedures for Responding to Requests for Accommodations Required Under the Americans with Disabilities Act (ADA).

There shall be established a Joint Health and Safety Committee (JHSC) which shall be comprised of up to four (4) representatives, two (2) appointed by the Administration and two (2) by the Union. The purpose of the JHSC shall be to discuss matters of health and safety that are of concern to the Administration and/or the Union and to make recommendations regarding these concerns. At the request of the Administration and/or the Union, the Administration shall provide for attendance at JHSC's meetings of a representative from the University Office of Environmental Health and Safety. The JHSC shall meet quarterly or more frequently by mutual agreement or at the request of either party to address exigent circumstances. The position of Chairperson shall alternate between the Administration and the Union. Either party may place matters on the meeting agenda. Where possible, items should be submitted to the Chairperson at least one (1) week prior to any scheduled JHSC meeting. The Chairperson shall distribute the agenda at least four (4) days prior to the JHSC meeting. It is understood that the JHSC shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement. The recommendations of the JHSC shall not be subject to Article 31, Grievance Procedure.

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

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

Bathrooms

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

Requests by graduate student TAs and TOs for access to a gender-neutral bathroom within a reasonable distance from the graduate student employee's work assignment shall be made to and shall be promptly reviewed by the Department Chair (or Graduate Program Director or other supervisor as applicable). Within scheduling and budgetary constraints, if an existing gender-neutral bathroom is not available within a reasonable distance from the work assignment, every reasonable attempt shall be made to change the location of the work assignment to a building that has a gender-neutral bathroom or is within a reasonable distance from a building with a gender-neutral bathroom. The University is not obligated to expend funds beyond minimal and incidental costs to provide reasonable access to a gender-neutral bathroom. If relocating the work assignment is not practicable, section/class reassignment may be made. Delay in notifying[1] the department chair of the need for access to a gender-neutral bathroom may prevent relocation or reassignment, particularly where class assignments have already been made and/or the term has already commenced.

ARTICLE 31
Grievance Procedure

Definition: A grievance is an allegation by a graduate student employee(s) and/or GEO that there has been a violation of the terms and conditions of this Agreement by the University Administration.

Intent: It is the declared objective of the Administration and GEO to encourage the prompt resolution of grievances either by formal or informal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any graduate student employee, or any party mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or GEO elect(s) to seek redress through any other remedy or proceeding established and existing under federal or state law, the Administration may hold the grievance in abeyance until the outside process is completed. The parties agree to make available to each other all known relevant facts regarding the grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration. GEO may present a policy grievance (one that affects more than one person) at any step of the grievance procedure prior to arbitration. In order to facilitate the prompt resolution of grievances, Administration officials identified in the grievance procedure may, upon notice to GEO, name a designee to fulfill their responsibilities as set forth herein. Any person designated by an Administration official identified herein to hear a grievance shall hear the grievance and render a decision.

Informal Procedure: When ae potential grievance arises, the graduate student employee(s) and, at the graduate student employee's option, the representative(s) of GEO, shall meet with the

[1] Subject to agreement to re timeframe for submission of requests

representative(s) of the Administration closest to and best able to discuss and resolve the matter. Informal attempts at settlement shall not extend beyond twenty days without the written agreement of each of the parties. The Administration and GEO agree that informal resolutions of grievances do not set precedents and that there shall not be, at any level of a formal grievance procedure, any reference to information gathered, statements made, or action taken during the informal stage.

Formal Procedure: To initiate a grievance, the grievant(s) and/or GEO shall submit a written statement of the facts surrounding the grievance, the specific provision(s) of the Agreement allegedly violated, and the remedy requested.

(a) Level One (Dean): The grievant(s) and/or GEO shall file the grievance with the dean within ninety calendar days of the occurrence giving rise to the grievance or within ninety calendar days of the date on which the grievant(s) learned or should have learned of such occurrence, whichever is later, but in no case longer than a year after the occurrence. The grievant(s), the dean, and a representative of GEO shall meet and discuss the grievance within twenty-one calendar days after such filing. The dean shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and GEO within twenty-one calendar days from the date on which the meeting was held. In non-academic areas, Level One grievances shall be considered by the appropriate vice chancellor. In the Division of Continuing Education, Level One grievances with respect to instructional issues shall be considered jointly by the appropriate college dean and the Director of the Division of Continuing Education and shall be moved automatically to Level Two if there is not agreement between those two individuals. All other Level One grievances shall be considered by the Director of the Division of Continuing Education.

(b) Level Two (Chancellor): A grievance may be submitted to the Chancellor in cases where the grievant(s) and/or GEO is not satisfied with the decision at Level One, or where the grievance is of a campus-wide nature, or where the grievance is based on a decision of the Chancellor. If the grievant(s) and/or GEO is not satisfied with the decision at Level One, the grievant(s) and/or GEO may file an appeal in writing to the Chancellor; the appeal must be filed within twenty-one calendar days after the written decision of the Dean is received or, if none is received by the due date, within twenty-one calendar days after the due date. Grievances presented initially to the Chancellor must be filed by the grievant(s) and/or GEO within ninety calendar days of the occurrence giving rise to the grievance or within ninety calendar days of the date on which the grievant(s) and/or GEO learned or should have learned of such occurrence, whichever is later. The grievant, the Chancellor, and a representative of GEO shall meet and discuss the grievance within twenty-one calendar days after such filing. The Chancellor shall then consider the grievance and be required to render a decision together with the reasons in writing to the grievant(s) and GEO within twenty-one calendar days after the date of the meeting.

(c) Level Three (Arbitration): If the grievance is not resolved to the satisfaction of GEO at Level Two, GEO may submit the grievance, within forty-five calendar days of receipt of the written response at Level Two or, if none is received by the due date, within forty-five calendar days after the due date, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Chancellor. Within twenty-one calendar days of the Chancellor's receipt of such notice from GEO, the parties shall meet to select an arbitrator. The arbitrator shall be selected by mutual agreement from a list provided by the American Arbitration Association. Upon acceptance by the selected individual of the position of arbitrator, the Administration and GEO shall promptly file with the arbitrator:

(1) a copy of this Agreement;
(2) a copy of the written notice, sent to the Chancellor, of GEO's intention to initiate arbitration; and
(3) a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived by the parties, shall render a decision not later than forty-five calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. The arbitrator shall be without authority to add to, subtract from, or modify the terms of this Agreement. Furthermore, the arbitrator shall be without authority to consider or render decisions concerning any academic matters or any aspect of a GEO member's status as a student. The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties.

GEO Representation and Rights:

(a) The administrative official with whom the written grievance is filed shall forward a copy of said grievance to the GEO's designated campus grievance representative within seven calendar days of receipt of said grievance.

(b) The representative(s) of GEO shall be permitted to be present at any meeting required under the formal grievance procedure, and the GEO representative shall be permitted to present GEO's point of view regarding the grievance at such meeting(s).

(c) Any graduate student employee may request GEO representation at any step of the grievance procedure; however, a graduate student employee shall not be prevented from processing a grievance on his or her own behalf prior to arbitration.

(d) Copies of all documents and correspondence filed with respect to the grievance shall be sent to GEO at the time of filing or as nearly thereafter as possible. The grievant(s) may specifically prohibit access to supporting documents and correspondence filed by the grievant(s) with respect to the grievance. GEO shall incur the cost for the reproduction of said documents and correspondence.

Implementation: Upon resolution of the grievance, the parties shall implement the remedy within twenty-one calendar days unless otherwise provided by the award of the arbitrator, or by mutual agreement of the parties. In the event that the campus Administration does not have enough available funds to pay an arbitration award, the Administration shall meet with and provide to the grievant(s) and GEO a clear and convincing explanation as to the Administration's inability to comply with the arbitration award. The Administration shall also set forth the appropriate procedure to obtain the needed funding to implement the arbitration award subject to the approval of all parties concerned as follows:

(a) When available state-appropriated funds are insufficient to implement an arbitration award(s), the matter shall be submitted to the Legislature by the Administration for funding with the support of GEO; 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).

(b) When available trust monies are insufficient to implement an arbitration award(s), the award(s) shall be included in the next budget request prepared following the 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 stipend shall be increased by the amount of three and a half percent (3.5%) effective May 24, 2015 in fiscal year 2015; three and a half percent (3.5%) effective September 6, 2015 in fiscal year 2016; three and a half percent (3.5%) effective September 4, 2016 in fiscal year 2017. 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 2015:

Effective May 24, 2015, each graduate student employee on the payroll and in the bargaining unit on May 24, 2015 shall receive a stipend rate increase of three and a half percent (3.5%). These increases shall be paid to all graduate student employees regardless of funding source. All graduate student employees shall be paid at least the minimum stipend.

Fiscal Year 2016:

Effective September 6, 2015, each graduate student employee on the payroll and in the bargaining unit on September 6, 2015 shall receive a stipend rate increase of three and a half percent (3.5%). These increases shall be paid to all graduate student employees regardless of funding source. All graduate student employees shall be paid at least the minimum stipend.

Fiscal Year 2017:

Effective September 4, 2016, each graduate student employee on the payroll and in the bargaining unit on September 4, 2016 shall receive a stipend rate increase of three and a half percent (3.5%). These increases shall be paid to all graduate student employees regardless of funding source. All graduate student employees shall be paid at least the minimum stipend

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

None of the provisions of Section 1 (Minimum Stipends) nor Section 2 (Annual Increases) shall apply to graduate student employees in the Division of Continuing and Professional Education. Graduate student employees in the Division of Continuing and Professional Education shall, effective with the Summer 2015 semester, be paid according to the following schedule:

For each three credit course with enrollment of 2-7 students	$357.00 per student
For each three-credit course with enrollment of 8-11 students	$3309
For each three-credit course with enrollment of 12-21 students	$4235
For each three-credit course with enrollment of 22-31 students	$5692
For each three-credit course with enrollment of 32-41 students	$7011
For each three-credit course with enrollment of 42-51 students	$8441
For each additional student	$153 per student

Graduate student employees in the Division of Continuing and Professional Education shall, effective with the Summer 2016 semester, be paid according to the following schedule:

For each three-credit course with enrollment of 2-7 students	$364 per student
For each three-credit course with enrollment of 8-11 students	$3375
For each three-credit course with enrollment of 12-21 students	$4320
For each three-credit course with enrollment of 22-31 students	$5806
For each three-credit course with enrollment of 32-41 students	$7151
For each three-credit course with enrollment of 42-51 students	$8610
For each additional student	$156 per student

Graduate student employees in the Division of Continuing and Professional Education shall, effective with the Summer 2017 semester, be paid according to the following schedule:

For each three-credit course with enrollment of 2-7 students	$371 per student
For each three-credit course with enrollment of 8-11 students	$3443
For each three-credit course with enrollment of 12-21 students	$4406
For each three-credit course with enrollment of 22-31 students	$5922
For each three-credit course with enrollment of 32-41 students	$7294
For each three-credit course with enrollment of 42-51 students	$8782
For each additional student	$159 per student

Graduate student employees who are scheduled to teach a course with an enrollment of 2-7 students which has been cancelled by the Director of Division of Continuing and Professional

Education or, if applicable, by the sponsoring department of said course shall be paid $500 for course preparation. Such payment shall count toward the calculation of eligibility for tuition and fee waivers under Article 33 and health fee exemptions under Article 35.

3. Signing Bonus: Graduate student employees on the payroll and in the bargaining unit on May 9, 2015 shall be eligible for a signing bonus. Eligible graduate student employees working twenty (20) per week (1.0 FTE) shall receive a three hundred fifty dollars ($350) signing bonus. Graduate student employees working more or less than twenty (20) hours per week shall receive the appropriate above amount pro-rated to their FTE rate. The signing bonus shall apply to all eligible graduate student employees, regardless of funding source.

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.

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.

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.

Graduate student employees who withdraw from the University shall neither be eligible for a continuation of Basic, SHIP, and Family Health plan coverage nor liable for said health premium costs. Basic, SHIP, and Family Health plan coverage will cease July 31 for those graduate student employees who graduate in May, January 31 for those graduate student employees who graduate February 1, and August 31 for those graduate student employees who graduate September 1.

Graduate student employees' eligibility for health fee exemptions during the respective health plan periods are as follows:

Effective Health Plan Year 2006:

(1). Graduate student employees who are employed for at least 190 hours in fall semester or previous summer, or who earn the equivalent of at least 190 hours times the campus minimum hourly rate in fall semester or previous summer, or who have full responsibility for teaching one 3-credit course section in the fall semester or previous summer 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 January 31, and 95% of the Student Health Insurance Plan (SHIP) from February 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, or who have full responsibility for teaching one 3-credit course section in the 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 February 1 through July 31, and 95% of the Student Health Insurance Plan (SHIP) from the previous August 1 through January 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.

(3). Determining Health Fee Exemption Eligibility From Cumulative Earnings: Graduate student employees who: are employed for at least 380 hours in the one year period beginning with the first payroll date of summer and ending with the last payroll date of the spring semester, or who earn the equivalent of at least 380 hours times the campus minimum hourly rate in the one year period beginning with the first payroll date of summer and ending with the last payroll date of the spring semester, or who have full responsibility for teaching two 3-credit course sections during the one year period beginning with the first payroll date of summer and ending with the last payroll date of the spring semester, 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.

Summer earnings shall be applied forward within the one year period described above.

(4). Determining Health Fee Exemption Eligibility From Cumulative Earnings: Graduate student employees who: are employed for at least 190 hours in the one year period beginning with the first payroll date of summer and ending with the last payroll date of the spring semester, or who earn the equivalent of at least 190 hours times the campus minimum hourly rate in the one year period beginning with the first payroll date of summer and ending with the last payroll date of the spring semester, or who have full responsibility for teaching one 3-credit course in the one year period beginning with the first payroll date of summer and ending with the last payroll date of the spring semester, will be provided with a health fee exemption of 95% of the Basic Health Fee for one six-month health coverage period, and 95% of the Student Health Insurance Plan (SHIP) from August 1 through July 31, and 90% of the Student Family Health Plan for one six-month health coverage period for those electing family health plan coverage. The one six-month

health coverage period shall be the one in which the graduate student employee's health premium costs are the highest.

Summer earnings shall be applied forward within the one year period described above.

B Graduate student employees who are academically enrolled for fewer than five (5) credits or on program fee and who are eligible for health plan fee exemptions per Section A above are not automatically enrolled for the 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. Graduate Program Directors will be sent a reminder email each semester to remind graduate student employees of this requirement prior to the University Health Services' enrollment deadline.

C. Graduate student employees may pay for health fees through payroll deduction, in accordance with Article 36 of this Agreement.

D. The current plan benefit design documented for Plan Year 2014 (August 1, 2014 through July 31, 2015) shall continue for the remainder of the 2014 Plan Year, except that the out-of-pocket (OOP) limit for individuals and families will be $1,500 and $4,500 respectively. Graduate student employees who have exceeded these OOP limits will be reimbursed for excess out-of-pocket costs.

E. Effective with Plan Year 2015 (August 1, 2015 through July 31, 2016) graduate student employee cost-sharing shall be in accordance with the Plan design in Appendix A.

F. No changes shall be made in benefits or services covered under the Student Health Benefit Plan from those reflected in the 2014 Plan description without bargaining with the Union except as expressly modified by this Agreement or mandated by state or federal laws or regulations.

G. 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 at the beginning of the first pay period in January 2015, 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 fifteen dollars and fifty cents ($15.50) each calendar week. Effective at the beginning of the first pay period in January 2016, 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 sixteen dollars ($16.00) each calendar week. Effective at the beginning of the first pay period in January 2017, 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 sixteen dollars and fifty cents ($16.50) 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 at the beginning of the first pay period in January 2015, 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 and Professional Education (CPE) the sum of fifteen dollars and fifty cents ($15.50) each calendar week. Effective at the beginning of the first pay period in January 2016, 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 and Professional Education the sum of sixteen dollars ($16.00) each calendar week. Effective at the beginning of the first pay period in January 2017, 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 and Professional Education the sum of sixteen dollars and fifty cents ($16.50) 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 and Professional Education the sum of five dollars ($5) multiplied by nineteen (19) weeks. Effective the beginning of the first pay period in January 2015, 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 and Professional Education the sum of fifteen dollars and fifty cents ($15.50) multiplied by nineteen (19) weeks. Effective the beginning of the first pay period in January 2016, 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 and Professional Education the sum of sixteen dollars ($16.00) multiplied by nineteen (19) weeks. Effective the beginning of the first pay period in January 2017, 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 and Professional Education the sum of sixteen dollars and fifty cents ($16.50) multiplied by nineteen (19) weeks. For the purposes of this section G.3., a 0.25 FTE is a graduate student employee who is employed by the Division of Continuing and Professional Education to teach one 3-credit course section in a 12-month period beginning January 1. 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 CPE bargaining unit members shall be made by the Employer in an aggregate sum within forty-five (45) days following the first pay period as indicated above and shall be based on the previous calendar year's full-time equivalent bargaining unit members employed by CPE.

(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 the month of October; provided, however, that for non-state-funded bargaining unit members 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 and Professional Education the number of full-time equivalent bargaining unit members shall be based on the previous calendar year's full-time equivalent numbers.

(5). Effective January 1, 2006, and contingent on Section G. 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 and non-state funded bargaining unit members per Article 35 Section G, excluding DCE bargaining unit members. Said payment shall be made within forty-five (45) days following January 1 of each year.

(6). The parties agree that Health and Welfare funds may be used to defray graduate student employees' five percent (5%) cost for individual Basic and SHIP premiums taking into consideration the Fund's health and financial viability. If the Union proposes to use the Fund in this way, the parties shall meet by June to establish a mutually agreed upon implementation plan.

(7). The parties agree that an appropriate function of the Health and Welfare Fund is to provide, at the discretion of the Health and Welfare Fund trustees and in accordance with applicable Trust Fund documents, child care support to eligible graduate student employees. $15,000 shall be paid by the University into the Health and Welfare Trust Fund upon ratification and every January 1 thereafter, to be earmarked exclusively for childcare support for graduate student employees. Said funds are intended as a supplement, not a replacement, to the amount currently allocated annually by the trustees for childcare support to graduate student employees.

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

(9). 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 G.

H. 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.

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

J. 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.

K. The parties agree to the creation of a joint committee, composed of an equal number of representatives from the Union and the University, which 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.

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 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 their 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 their 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 cannot 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 who are TAs and TOs shall take vacation time during Winter break or Spring break unless they reach an agreement with their department head that an alternative schedule would be acceptable. All other graduate student employees may take vacation at any time, provided they obtain prior written approval of the supervisor.

All vacation time shall be requested in advance and scheduled at the discretion of the department head. These requests shall not be unreasonably denied.

ARTICLE 38
Additional Time Off

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

Holidays:

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

The following days are currently considered holidays:

New Year's Day
Washington's Birthday
Memorial Day
Labor Day
Veterans Day
Christmas Day
Martin Luther King Day
Patriots Day
Independence Day
Columbus Day
Thanksgiving Day

Emergency Closings:

When University employees are released from work due to emergency conditions, graduate student employees shall also be released.

ARTICLE 39
Family Issues

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

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

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

Effective August 29, 2005, the University Child Care Center will be supplied with sufficient funds from the Health and Welfare Fund (Article 35, Section H.) to pay the $1 and $2/hour parent fees for all eligible families enrolled in the Flexible Child Care Program at the $1 or $2/hour rates. These parent fees will not increase during the life of this Agreement.

ARTICLE 40
Preparation Time

Any time a graduate student employee spends in training required by their department before the semester begins, whether provided by the department or the University, shall be counted towards the total number of contracted hours for the employee for the subsequent contract period.

ARTICLE 41
Timeliness of Pay

Graduate student employees shall be paid within twenty-one (21) days of the start date of their contract (Graduate Fellowship and Assistantship Form [GFAF]) provided all necessary employment paperwork is completed and signed by the graduate student employee before said start date. The employment paperwork needing to be completed and signed is subject to revision and includes but is not limited to: GFAF, Participation Agreement, Tax Treaty, Tax Forms, I-9, W-2. Departments shall ensure graduate students receive their contract (GFAF) before such graduate students begin their assistantship work. If a graduate student employee is not paid within the above timeline, the affected graduate student employee or a representative of a group of affected graduate student employees can meet with a representative of the Administration. The Administration's representative will work to rectify the situation in an expeditious manner, and depending on the circumstances will approve an advance in pay for the affected employee(s).

It is recognized that due to compensation levels being enrollment driven (Article 32, Stipends) for bargaining unit instructors in the Division of Continuing and Professional Education (CPE) and since enrollment figures become final only after a session's add/drop period, payment to said CPE instructors within the timelines specified above may not be possible. The following

procedures shall be implemented in order to minimize the number of CPE instructors not being paid within the above timelines:

1). The CPE's paperwork processing for GEO bargaining unit instructors' pay will begin at the level of and upon the establishment of the bargaining unit instructor's "initial confirmation" compensation level.

2). When enrollment figures are finalized, after the last day of a session's add/drop period, appropriate adjustments to said instructors' compensation level will be calculated and processed.

3). The University will issue said instructors' adjusted pay no later than the second payroll period following the payroll period in which the last day for add/drop occurred.

ARTICLE 42
Mileage and Meal Allowance

When graduate student employees covered by this Agreement are authorized to use their personal automobiles for travel related to their employment, they shall be reimbursed in accordance with the University Travel Policy, T92-031, as amended from time to time, however, graduate student employees shall not be reimbursed per this policy at any rate lower than that of other University of Massachusetts Amherst employees.

When graduate student employees are assigned to work that requires them to be absent from their homes for more than twenty-four hours, they shall be reimbursed for reasonable and pre-approved charges for lodging, including reasonable tips, in accordance with the University Travel Policy, T92-031, as amended from time to time, however, changes to this policy or to its application shall not result in a greater cost to graduate student employees than to other University of Massachusetts Amherst employees.

When graduate student employees are assigned to work that requires them to be traveling for more than twelve hours, they shall be reimbursed for meals in accordance with the University Travel Policy, T92-031, as amended from time to time, however graduate student employees shall not be reimbursed per this policy at any rate lower than that of other University of Massachusetts Amherst employees.

ARTICLE 43
Privacy

Graduate student employees will not be required to provide their social security numbers to any University entity except in cases where such information is required by state or federal law/regulation.

ARTICLE 44
Family and Medical Leave

Section I. Family and Medical Leave

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

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

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

C. Leave may be granted for any of the following reasons:

1. the birth of a child and in order to care for a child, provided any such leave concludes within twelve months of the birth of the child (consistent with the FMLA, the total aggregate amount of "bonding leave" available to parents of the child who are both graduate student employees is twelve weeks);
2. the placement of a child with the graduate student employee for adoption or foster care, provided any such leave concludes within twelve months of the placement of the child (consistent with the FMLA, the total aggregate amount of "bonding leave" available to parents of the child who are both graduate student employees is twelve weeks);
3. the care of, or to make arrangements for the care of, a graduate student employee's spouse, parent, grandchild, grandparent, domestic partner, relative living in the same household, or child, whether or not the child is the natural, adopted, foster, stepchild, or child under legal guardianship of the bargaining unit member, who has a serious health problem;
4. the graduate student employee's own serious health problem that makes the graduate student employee unable to perform the essential functions of the position.

D. A serious health condition means one or more of the following conditions:

1. an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical care facility; or
2. any period of incapacity requiring absence of more than two weeks from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e., doctor, dentist, clinical psychologist); or
3. continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than two weeks; or
4. prenatal care.

E. (1) If a graduate student employee has accrued vacation and/or additional time off per Articles 37 and 38 which they are eligible to use at the commencement of the leave, they may use such leave credits. For the purposes of this Article, vacation and additional time off will be treated as accrued as of the beginning of the semester. In addition, for the purposes of this Article, graduate student employees whose appointment contract is less than an academic year but at least 190 hours shall be deemed to have accrued vacation and/or additional time off as if the appointment contract was for the academic year, and may use such leave credits at the commencement of the leave. Under such circumstances, the graduate student employee does not accrue additional vacation and/or additional time off during a subsequent reappointment period within the academic year.

(2) In addition to the foregoing, graduate student employees with full-time appointments (20 hours per week) shall receive a total of sixty (60) hours of paid leave per year taken for the reasons described in paragraph C.1 or C.2 of this Article. For graduate student employees who are appointed more or less than full-time, this leave shall be pro-rated on the basis of the percentage of appointment.

(3) Provided that a graduate student employee meets the requirements of Paragraph B, paid leave under paragraphs E.(1) and (2) may be taken at any time within twelve months of the birth or placement of a child regardless of whether the birth or placement occurred during the term of an appointment and can be used over the course of contiguous appointments; however, no such leave will be used to extend the graduate student employee's appointment beyond the end date or before the begin date of said appointment. Use of paid leave under paragraphs E.(1) and (2) shall be concurrent with (not in addition to) unpaid leave provided by paragraph A.

F. In the event a graduate student employee does not return from such a leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstance beyond the control of the graduate student employee, the University will recover any health fees it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the graduate student employee, if any, or by otherwise seeking recovery of the premium through the legal process. Any graduate student employee taking such leave will be informed of this provision prior to the commencement of the leave.

G. The University will maintain the same health benefits for the graduate student employee during such leave as would have obtained had the graduate student employee continued to work.

H. A graduate student employee who is granted a leave shall return, through the expiration date of their appointment in effect at the commencement of the leave, to their former position or an equivalent position with the same stipend and benefits. If, during the period of leave, a layoff occurs, the graduate student employee on leave shall receive the same rights as other graduate student employees under this Agreement.

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

require a letter from a physician attesting to the graduate student employee's fitness to return to work.

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

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

K. A graduate student employee and spouse both working for the University who are eligible for leave under this Article are permitted to take only a combined total of twelve weeks if the leave is for the birth, adoption, or placement for foster care of a child or to care for a family member with a serious medical condition.

Section II. Supplemental Family Emergency Leave

A. Upon written application to the supervisor, including a statement of reasons, a graduate student employee may be granted family emergency leave for a period not exceeding ten weeks. Such leave shall be without pay or benefits for such period. The purpose for which a graduate student employee may submit their application for family emergency leave shall be limited to major, emergency, non-medical family care needs (e.g., domestic break-up, flight from domestic abuse, unexpected arrival of a child).

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

C. Up to ten days of family emergency leave may be taken in not less than one-day increments. However, such intermittent leave requires the prior approval of the supervisor. In the case of an intermittent leave, the University may require that the graduate student employee transfer to an alternative position, with equivalent stipend and benefits, for which the graduate student employee is qualified and which, in the University's view, better accommodates recurring periods of leave than does the graduate student employee's regular assignment.

D. If a graduate student employee has accrued time off which they are eligible to use at the commencement of the leave, they may use such leave credits. The University may, in its discretion, based on the needs of the campus, require a graduate student employee to utilize accrued time off during a covered leave.

E. Between periods of family emergency leave, when a graduate student employee returns to the payroll for a period of less than two weeks, if a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

F. In the event a graduate student employee does not return from such a leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstance beyond the control of the graduate student employee, the University will recover any health fees it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the graduate student employee, if any, or by otherwise seeking recovery of the premium through the legal process. Any graduate student employee taking such leave will be informed of this provision prior to the commencement of the leave.

G. The University will maintain the same health benefits for the graduate student employee during such leave as would have obtained had the graduate student employee continued to work.

H. A graduate student employee who is granted a leave shall return, through the expiration date of their appointment in effect at the commencement of the leave, to their former position or an equivalent position with the same stipend and benefits. If, during the period of leave, a layoff occurs, the graduate student employee on leave shall receive the same rights as other graduate student employees under this Agreement.

I. A graduate student employee and spouse both working for the University who are eligible for leave under this Section are permitted to take only a combined total of ten weeks of leave.

Section III. Military Leave

A. A graduate student employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen days shall be subject to the provision of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

B. In accordance with Chapter 708 of the Acts of 1941, as amended, a graduate student employee who, on or after January 1, 1940, shall have tendered their resignation or otherwise terminated their service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by them.

Section IV. Personal Leave

A. Personal leave, other than hereinbefore specified, may be granted by the supervisor, upon the written request of the graduate student employee, at least thirty days in advance. Such leave shall be without pay or benefits. Denial of such leave shall be grievable through Level Two of the Grievance Procedure (Article 31) and shall not be subject to arbitration.

Section V. General Provisions for Unpaid Leaves

A. Requests for unpaid leaves under this Article shall be submitted to the supervisor by the deadline specified for each leave, except in emergency circumstances.

B. Requests for unpaid leaves under this Article shall not be unreasonably denied.

C. Extensions may be granted upon request, provided that the request is made in accordance with the same deadline specified in the appropriate leave section of this Article. Denials of requests for extensions shall be grievable through Level Two of the Grievance Procedure (Article 31) and shall not be subject to arbitration.

D. A graduate student employee who is granted a leave shall return, through the expiration date of their appointment in effect at the commencement of the leave, to their former position or an equivalent position with the same stipend and benefits. If, during the period of leave, a layoff occurs, the graduate student employee on leave shall receive the same rights as other graduate student employees under this Agreement.

E. This Article shall apply only in situations where a graduate student employee granted a leave remains an enrolled graduate student at the University of Massachusetts Amherst during the entire period of the leave.

ARTICLE 45
Parking Fees

If the Administration seeks to change the parking fees described in the August 1999 Agreement between the University of Massachusetts Amherst and the University Staff Association/Massachusetts Teachers Association, the Massachusetts Society of Professors, the American Federation of State County and Municipal Employees Local 1776, Service Employees International Union Local 509, the International Brotherhood of Police Locals 432 A&B, and the Graduate Employee Organization United Automobile Workers Local 2322, the parties will reopen negotiations for the purpose of negotiating parking fees for graduate student employees.

All provisions of the University of Massachusetts Amherst Parking Regulations applicable to teaching assistants and research assistants shall be extended on the same terms to all members of the bargaining unit.

Effective Fall semester 2015, graduate student employees shall have the option of paying their parking fees by payroll deduction over three (3) pay periods in a semester. Parking Services shall administer this program.

ARTICLE 46
Workspace

Whenever an academic or student union building is planned for construction or renovation, there shall be consideration of the needs for office space of graduate student employees in relevant departments.

The University shall provide to all graduate student employees an on-campus mailbox.

With approval of their department chair, graduate student employees shall be given key access into the buildings in which their offices or labs are housed for the purpose of performing assistantship work in said office or lab which is permitted by the department chair to be done outside of regular business hours. Department chairs may deny key access into buildings and/or offices/labs in order to minimize access to confidential materials or to minimize the risk of theft, fire/explosion hazards, personal harm, and other security/safety issues. Denial shall not be arbitrary or capricious. If key access is denied, the reason will be provided to the graduate student employee(s) involved. All departmental policies related to the issuance of keys to TOs shall apply equally to TOs in the Division of Continuing Education.

Graduate student employees shall have reasonable access to photocopiers for copying related to their employment within departmental guidelines for usage.

The parties agree to the creation of a joint committee, composed of equal numbers of representatives of the Union and the University, that will attempt to develop a plan to provide appropriate telephone access for bargaining unit members in connection with their employment responsibilities. The University will provide to this committee a report on the offices assigned to bargaining unit members during the 2005-2006 academic year and the proximity of those offices to a University telephone available for use by the respective bargaining unit member.

ARTICLE 47
Changes in Assignment

At least forty-five days prior to the first day of classes, TAs and TOs will be informed of their assignments. Any changes made as a result of changed or unforeseen circumstances will not be subject to this deadline. This Article shall be subject to Article 31, Grievance Procedure, through Level Two only, and shall not be subject to Level Three. When a grievance is submitted concerning this Article, the affected graduate student employee shall be required to perform and continue performing the duties as assigned or reassigned by the Administration pending the outcome of the grievance. The provisions of this Article shall not apply to graduate student employees in the Division of Continuing Education.

ARTICLE 48
Computer Access Fee

In the academic year 1999-2000, any graduate student employee who is expected by their supervisor to use e-mail in the course of their employment shall not be required to pay a computer access fee.

Effective July 1, 2000, all graduate student employees who are eligible for tuition and curriculum fee scholarship waivers, as described in Article 33, shall receive a waiver of the computer access fee for any semester in which they are eligible for such tuition and curriculum fee scholarship waiver.

ARTICLE 49
Intellectual Property

The parties agree that the "University of Massachusetts Intellectual Property Policy for Graduate Student Employees" (hereinafter the "IP Policy") (www.umass.edu/research/intelgrad.html) and those provisions of the "University of Massachusetts Policy on Conflicts of Interest Relating to Intellectual Property and Commercial Ventures" (www.umass.edu/research/ora/confl.html) applicable to graduate student employees are hereby incorporated into this Agreement. The parties further agree that they will, at the request of either party, reopen negotiations on the IP Policy for the sole purpose of incorporating any changes that may be proposed by the University as a result of the study currently underway by the University President's Office.

The University will distribute, at the orientation sessions provided in Article 12, a plain-English and plain-Chinese summary of the IP Policy, as well as the participation agreements and prior intellectual property forms provided for in the IP Policy. The University will develop a policy to ensure that no graduate student employee's academic progress is unreasonably delayed as a result of the IP Policy. The University will provide an annual report to the creator(s) of any intellectual property within the scope of the IP Policy on the distribution of income related to that intellectual property under the IP Policy.

ARTICLE 50
Cost Items and Appropriation by the General Court

The cost items contained in this Agreement (including Articles 24, 32 and 35) 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 Administration 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 51
Separability

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 52
Successorship

In the event that the University of Massachusetts at Amherst is consolidated or merged into or with any other division, school, college, or component of the Massachusetts system of public higher education during the life of this Agreement, graduate student employees covered by this Agreement as defined in Article 2 shall remain in full force and effect.

In the event there is a successor or successors in interest to the Board of Trustees of the University of Massachusetts, such successor(s) shall be bound by and shall assume all the rights, duties, and obligations of the Administration as if such successor(s) in interest were a named party and signatory to this Agreement.

ARTICLE 53
Duration

1) This Agreement shall be for the period from September 1, 2014, through August 31, 2017, and the terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

2). Should a successor Agreement not be executed by August 31, 2017, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after February 1, 2017.

3). This Agreement is entered into and shall become effective when it is signed by the President of the University.

Signed this _____ day of _____, 2016

For the University: For GEO/Local 2322/UAW:

[SIGNATURES ON FILE]

[SIGNATURES ON FILE]

Memorandum of Understanding #1

The parties agree that reappointment and layoff of graduate student employees who are granted two-year contracts, under the terms of Article 29, shall be governed by all relevant provisions of the Agreement, as are one-year and one-semester appointments, including the stipulation of Article 26 that "Except as described in Article 27, Layoff and Recall, and Article 23, Appointment and Reappointment, no graduate student employee shall be discharged or disciplined except for just cause."

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #2

This will confirm our agreement that the terms and conditions of employment referred to in Article 25, Second Job, are explicitly understood to include, if applicable, satisfactory progress toward completion of degree requirements, and conformity with the Graduate School's assistantship policies.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #3

The Administration agrees that it will, at GEO's request, explore the possibility of including graduate student employees in one of the long-term disability insurance plans provided to University employees.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #4

In determining the application of any negotiated minimum stipend to ARDs, the value of the housing assigned to the ARD shall be considered as meeting part of the minimum stipend. For the academic year 1996-97, the value of this housing shall be set at $4200 per year. Any increases in the value of housing in subsequent years shall not exceed the percentage increase in the average rental cost in the town of Amherst.

The standard FTE stipend for ARDs will not decrease from its current level of $11901.60 during the term of this Agreement.

The parties agree that the requirement that ARDs be "on call" for emergencies does not constitute participation in the formal on-call system of the Division of Student Affairs and will not be changed during the life of this Agreement from the former to the latter.

The parties agree to the creation of a joint committee, composed of equal numbers of representatives of the Union and the University, to discuss the physical conditions of the residences of ARDs. The University agrees to produce a report on the most recent renovation and furniture replacement that has occurred in each such residence.

for GEO/UAW Local 2322 for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #5

The Amherst campus administration and GEO agree to work together to seek authorization for GEO representatives to appear before regularly scheduled meetings of the Board of Trustees as needed.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #6

The University shall continue its funding to the Graduate Dean for graduate student support to increase diversity for a total in FY05 of $800,000, a total in FY06 of $800,000, and a total in FY07 of $800,000.

The University shall issue two (2) reports on the recruitment and retention of a diverse graduate student body and on the use of this funding. An interim report shall be issued by February 15th and an annual report by July 1st of each year. These reports shall include as appropriate: 1). A demographic description of current graduate students in doctoral programs by race/ethnicity, gender, nationality, in-state/out-of-state status, and academic area of study; 2). A description of the decision making and allocation process; 3). A detailed budgetary break down of the fund allocation for the previous fiscal year; 4). A proposed budget for the expenditure of the diversity fund for the upcoming fiscal year; and 5). An explanation of the funds used for recruitment and retention during the current year.

The University shall continue the assignment of a half-time Development Officer to the Graduate School whose responsibilities shall include but not be limited to raising funds to increase funding for ALANA and other underrepresented groups in the graduate student population. It is explicitly acknowledged by the parties that the inclusion of this provision in this Memorandum of Understanding does not constitute a precedent or acknowledge any right of GEO to negotiate for non-bargaining unit positions in the future.

The funding decisions of the Graduate School shall not be subject to Article 31, Grievance Procedure.

for GEO/UAW Local 2322 for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #7

The parties agree that the addition of the word "scholarship" to Article 33 shall have no effect on the manner in which graduate student waivers are awarded.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #8

The use of affirmative action in Article 17 applies only to graduate student employment, and not to graduate student recruitment.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #9

The parties agree that the University has the authority to adopt, in any or all of its departments, programs, schools, and colleges, policies and practices barring the appointment of non-degree graduate students to bargaining unit positions and that any such policies and practices shall not be deemed to be in violation of the Agreement. Any non-degree graduate student who already, as of the date of signing of this MOU, has a signed appointment to a bargaining unit position shall not be removed from that position as a result of this MOU.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #10

The University and GEO agree to form a committee composed of three members appointed by GEO and three members appointed by the University to explore extending tuition and fee waivers for the Division of Continuing Education to graduate student employees. This committee will begin working no later than October 1, 2005, and conclude no later than May 15, 2006. The University will provide all relevant information to the committee.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #11

The University and GEO agree that the addition of definitions of "waiver" and "exemption" shall not result in any reduction of the benefits accorded to bargaining unit members.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #12

Because of the University's current belief that it is prohibited by the Family Educational Rights and Privacy Act from providing much of the information described in Article 9 and the notice to GEO described in Article 26, the parties agree that their respective counsel will meet to attempt to resolve this conflict in a way that both complies with applicable state and federal law and facilitates the efficient discharge by the Union of its rights and responsibilities as the exclusive representative of the members of the bargaining unit. This memorandum of understanding shall be unaffected by any changes negotiated in Article 9 as a result of the addition to the bargaining unit of graduate student employees in the Division of Continuing Education; any such changes shall have no effect on either party's position with respect to the University's ability to provide data to the Union under the Family Educational Rights and Privacy Act.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding # 13

The parties agree that any and all changes to Article 1, Recognition, put into effect July 1, 2004 are only intended to clarify the wording in Article 1 and, except for the change regarding the inclusion of Donahue Institute's graduate student employees, are not meant to redefine the bargaining unit in any way.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #14

There shall be a committee, with two (2) members appointed by the Provost and two (2) by GEO, which shall explore: 1) the possibility of expanded diversity training for graduate student employees; 2) the possibility of providing sexual harassment awareness workshops for new graduate student employees; and 3) other ways in which training and orientation of graduate student employees might be improved (including consideration of the question of payment). That committee shall report on its findings to the Provost and to GEO by December 31, 2005. If the committee does not report its findings by December 31, 2005, or diversity training, sexual harassment awareness workshops, and improved graduate student training is not implemented by September 15, 2006, GEO and the Administration will reopen negotiations on this subject. Activities and decisions of the committee shall be subject to Article 31, Grievance Procedure, through Level Two only and shall not proceed to Level Three.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #15

At the beginning of each academic year, the University agrees to notify all departments with a copy sent to the GEO office of the assistantship paperwork processing timelines for the academic year in order that graduate student employees are paid in accordance with Article 41. In the event the employment paperwork needing to be completed changes as referenced in Article 41, the University agrees to notify all departments of the changes with a copy sent to the GEO office.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #16

The University agrees to establish and administer during FY05 a pilot emergency travel loan program. Graduate student employees who have not received approved travel reimbursement monies within twenty-one (21) days of submitting a completed travel reimbursement request to their department are eligible to apply and receive this loan.

When graduate student employees submit a completed travel reimbursement request to their departments, they will obtain a receipt indicating the date submitted, a notation that all required documents have been received, and the amount of the reimbursement. If, after twenty-one (21) days of obtaining this receipt, the reimbursement has not been received, the graduate student employee may bring this receipt to the Graduate School, which will issue a loan equal to the amount of the reimbursement, subject to repayment when the official reimbursement is issued. Whenever possible, the Graduate School will issue payment the same day the graduate student employee requests the loan.

This emergency travel loan program may be extended beyond FY'05 only upon mutual agreement of the parties.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #17

The parties agree that during each semester that enrollment space is available currently enrolled flexible-schedule families that wish to add up to six (6) hours to their reserved care Tier 1, 2, or 3 schedule may do so for the price of $2.00 per hour or their current hourly rate if higher

For example, a Tier 3 family with a reserved care schedule of 12 hours of care per week may add up to six (6) hours of care to make a reserved schedule of up to 18 hours per week. These extra hours will be billed directly to the parent at the rate of $2.00 per hour.

Parents must contact the CEEC Office by a time designated by CEEC to schedule up to six (6) hours of extra care to the child's current enrollment schedule.

The cost of this care will be billed to the parent on a monthly basis. The *Schedule Change Fee* will be waived for families adding the purchased hours of care. Any future enrollment schedule changes will incur the *Schedule Change Fee*.

CEEC will continue to make offers of enrollment from the waiting list in order to fill available hours of care.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #18

The University agrees that any increases to the FY 09 Graduate Service Fee will be waived for graduate student employees for the duration of the 2009-2012 Agreement. The parties agree that said waivers, if any, and this MOU expire on August 31, 2012.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #19

The parties agree that funds from the Health and Welfare Fund in accordance with Article 35 section G shall be used, on a one-time only basis in FY09, to reimburse graduate student employees' incurred costs for health insurance premiums up to $148 for individuals or $519 for individuals plus family.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #20

There shall be a committee, consisting of three (3) members appointed by the Administration and three (3) members appointed by GEO, to review current affirmative action and anti-discrimination measures affecting employment in bargaining unit positions and to make recommendations to support the parties' mutual goal of ensuring equal opportunity in recruitment, hiring, and retention for these positions. By mutual agreement of the parties, a statistical assistant may be employed to aid the committee in its work. If an assistant is hired, they will be a graduate student employee hired and supervised by the University. The Committee will be appointed and begin meeting within three (3) months of the date of ratification of the current contract and produce recommendations by no later than six months from the date it begins meeting. The recommendation of this committee shall not be subject to Article 31, Grievance Procedure.

for GEO/UAW Local 2322 for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #21

There shall be a committee consisting of three (3) members appointed by the University and three (3) members appointed by the Union to: 1) complete an audit of all buildings where graduate student employees work, identifying for each such building the number and location of any restrooms which may be re- designated as all-gender consistent with applicable building codes and without more than incidental cost to the University, and 2) prepare an estimate of the cost of providing an all-gender restroom in each building where graduate student employees work, if re-designation of existing facilities is not practicable.

The University will hire and supervise a graduate assistant with applicable experience to assist the committee regarding facilities code compliance, maintenance and renovation.

The committee will be appointed and begin meeting within three (3) months of the date of ratification of this Agreement and will submit a completed report and recommendations to the University and Union by no later than six (6) months thereafter. The recommendations of this committee shall not be subject to Article 31, Grievance Procedure.

for GEO/AFW Local 2322 for the University

[SIGNATURES ON FILE]

Memorandum of Understanding #22

Within three (3) months of Union ratification of the current agreement all departments will review and, if needed, update their appointment and reappointment procedures in accordance with article 23, Appointment and Reappointment. Revised appointment and reappointment procedures, including criteria, shall be posted on the University's website ten (10) calendar days thereafter pursuant to Article 23, Section 3.

for GEO/UAW Local 2322

for the University

[SIGNATURES ON FILE]

Appendix A. Plan design effective August 1, 2015

Aggregate Benefit Maximum	Unlimited Maximum Benefit	
Individual Deductible	$200 per plan year	
Family Deductible (3 or more Covered Persons)	$600 per plan year	
Individual Out-of-Pocket Maximum	$1,500 per plan year	
Family Out-of-Pocket Maximum (3 or more Covered Persons)	$4,500 per plan year	
UHS Services	Covered at 100% (deductible waived)	
	In-Network	**Out-of-Network**
Primary Care Visits	$10 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Specialist Visits	$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Mental/Behavioral Health & Substance Abuse Disorder – Outpatient Services	$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Imaging	90% of PA	80% of R&C
Rehabilitative Speech Therapy	$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Rehabilitative Occupational and Rehabilitative Therapy	$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Preventive Care/Screenings/Immunizations	100% of PA (deductible waived)	80% of R&C
Laboratory Outpatient and Professional Services	90% of PA	80% of R&C
X-Rays and Diagnostic Imaging	90% of PA	80% of R&C
Skilled Nursing Facility	90% of PA	80% of R&C
Outpatient Facility Fee	90% of PA	80% of R&C
Outpatient Surgery Physician/Surgical Services	90% of PA	80% of R&C
Emergency Room Expenses (copay waived if admitted)	$100 copay per visit, then 100% of PA (deductible waived)	$100 copay per visit, then 100% of R&C (deductible waived)
Inpatient Hospital Services	90% of PA	80% of R&C
Prescription Drug Benefits	$15 co-pay for 30d. supply of Generic Drugs; $0 co-pay for 30d. supply of Generic Contraceptives $30 co-pay for 30d. supply of Brand Name Drugs	
PA = Preferred Allowance		**R&C** = Reasonable and Customary

Appendix B Voluntary waiver of FERPA rights on graduate student assistantship forms (GFAF):

Authorization to Disclose Employment Information to Graduate Employee Organization/UAW Local 2322 ("GEO")

As a graduate employee at UMass Amherst, you are represented by a labor union, GEO, a part of Local 2322 of the United Auto Workers Union (UAW). GEO is responsible for bargaining and enforcing pay and other terms and conditions of employment for graduate student employees at UMass Amherst.

GEO periodically requests information about the terms and conditions of your employment as a graduate assistant to fulfill its responsibility as your collective bargaining representative. A federal law known as the Family Educational Rights Privacy Act (FERPA) prohibits the university from releasing to third parties any information from your educational record, including information related to your assistantship, without your prior written consent. If you wish to agree to the release of this information to GEO relating to this and any future bargaining unit assistantships you may have, please sign the statement below.

A more complete description of your rights under FERPA can be found at:
www.umass.edu/registrar/students/policies-and-practices/ferpa

I hereby authorize and direct my employer, the University of Massachusetts, to provide to GEO/UAW Local 2322 all information relating to my employment as a GEO represented employee for all purposes relating to union representation.

_____ _____

Student's signature Date

You may withdraw this authorization at any time by filling out a request in the Assistantship Office, at least fourteen (14) business days in advance of the effective date