

WPI Proposes Below Articles as Tentative Agreements – 6.28.23

ARTICLE __
FOOD SECURITY & NUTRITIONAL WELLBEING

Section 1. The Union and the University recognize the importance of high-quality, affordable food options for the health and wellbeing of all GWs.

Section 2. Consistent with the University’s Help with Food Insecurity program, GWs are eligible to receive an Emergency Meal Plan (equivalent to 10 meals) at no cost to the GW. Additional Emergency Meal Plans requested by the GW shall not be unreasonably denied.

ARTICLE __
TAX ASSISTANCE

Section 1. WPI shall provide access, free of charge, to the necessary software and electronic filing procedures for completion of federal, state, and local taxes, including but not limited to software that is equipped for non-resident GW’s specific tax filing needs (i.e., Sprintax).

Section 2. WPI shall provide GWs with all the documentation necessary to file their taxes in a timely manner.

ARTICLE __
EMERGENCY GRANT

Section 1. The University shall continue to make the WPI Financial Assistance Fund available to assist all GWs with an unforeseen financial hardship, emergency or catastrophic event.

Article __
HOUSING

Section 1. The Union and the University share the concern that adequate, safe, and affordable housing be available to graduate students, including GWs.

Section 2. The parties agree that the Union-Management Committee may consider housing issues and make recommendations to the University to address the housing needs of graduate students and GWs.

Section 3. The University will provide the Union-Management Committee with available information reasonably necessary for it to carry out its function with respect to housing, including an annual update concerning the number of spaces of campus housing for which GWs shall be eligible to apply.

The University reserves the right to add, delete, or modify any of these proposals at any time.

ARTICLE __

VOLUNTARY COMMUNITY ACTION PROGRAM (V-CAP)

Section 1. The University shall deduct voluntary contributions to UAW V-CAP from the pay of each Graduate Worker (GW), provided that each such GW executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

Section 2. Deductions shall be made only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

Section 3. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each GW for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Section 4. The University shall remit said deductions to UAW V-CAP, care of the International Union, UAW within fourteen (14) days after each payday for which deductions are made. The University shall furnish the Union and UAW V-CAP with the names of those GWs for whom deductions have been made and the amount of the deduction.

Section 5. The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

TENTATIVE AGREEMENT

For WPI:

For GWU:

DATE:

The University reserves the right to add, delete, or modify any of these proposals at any time.

WPI Package Counter Proposal – 6.28.23

Childcare
Health Benefits
Tuition
Titles and Classifications
Compensation
Leaves
Holidays
Vacation

Also, including agreement on other outstanding additional articles which include:

Union Access & Rights
Employee Files
Appointment Notification
Non-Resident Non-Citizen GWU
Management Rights
No Strikes No Lockouts
Parking

ARTICLE __ CHILDCARE

~~Section 1. The University shall reimburse salaried GWs and hourly GWs who work at least 10 hours per week average for up to \$1,000 per child per term for childcare expenses incurred during the length of the GW's appointment. Expenses incurred from any childcare provider shall qualify for reimbursement.~~

Section 1. The University shall extend to GWs any childcare partnerships, programs, discounts or benefits offered to faculty and staff including access to the childcare and family resources offered through the University's Employee Assistance Program.

Section 2. If WPI extends additional childcare benefits to other university employees during the life of this agreement, they will also be extended to salaried GWs.

~~Section 3. The University shall ensure that there is at least one women's, men's, and all-gender bathroom with a changing table in each building.~~

~~Section 4. WPI shall send out email notifications to all GWs at least once per term notifying GWs of these childcare benefits, including instructions on how to apply for reimbursements described in Section 1.~~

ARTICLE __ HEALTH BENEFITS

Section 1. All GWs are eligible to enroll in the University-sponsored student health plan.

The University reserves the right to add, delete, or modify any of these proposals at any time.

Section 2. The University will continue to provide a 100% subsidy of the premium for WPI student health insurance coverage for GWs serving in stipended/salaried GW TA and RA positions.

For salaried TA and RAs GWs who select family coverage under the student health insurance plan, i.e., student/spouse, student/child, or family coverage, the University will provide a total subsidy equal to twice the premium for a single WPI student health insurance coverage.

Section 3. During the life of this agreement, a Joint University/WPI-GWU-UAW Health Care Taskforce with an equal number of representatives from WPI and the Union shall be established to discuss the WPI Student Health Insurance Plan Design. The Taskforce will advise the administration on matters related to available plan design options, premium cost impacts associated with these options, and the annual renewal process which may include soliciting proposals from providers of student health insurance in the state of Massachusetts. The current plan design shall be a starting point from which improvements shall be made to take effect as of the 2024-2025 academic year, including, but not limited to:

If changes are anticipated to the health Insurance Plan Design during the life of this agreement that represent a reduction in benefits from those with are currently in place, including new or increased copayments, coinsurance or deductibles, the University and WPI-GWU-UAW agree to convene impact bargaining.

1. Health benefits shall continue to be provided at the “platinum” level as currently defined in the Affordable Care Act;
2. Health benefits shall continue to at least meet the Minimum Creditable Coverage (MCC) under Massachusetts state law;
3. Reduced copays and other out of pocket costs;
4. Coverage of vaccines;
5. Expanded mental health coverage, which shall continue to be year-round;
6. Expanded reimbursement of gym memberships based on local gym costs;
7. Reduced out of pocket costs for prescription drugs;
8. Expanded list of covered medications with options for mail order prescriptions and same-day prescriptions in advance of travel as available;
9. Expanded provider network including access to mental health and specialists (who are trained and experienced in providing care to individuals with a range of backgrounds, identities, and experiences);
10. Continued unlimited visits for mental health and specialist visits;
11. Expanded visit caps for physical therapy, occupational therapy and speech therapy;
12. Coverage for all needs of transgender and gender non-conforming individuals including all procedures, surgeries, and therapies;
13. Reproductive services for all GWs, including but not limited to, coverage for contraceptives, abortions, fertility assistance, antenatal, delivery, and postnatal care.

The selected GW plan designs will be mutually agreed upon by the Union and the University with quotes solicited immediately upon design selection. The University will cover all costs associated with an expedited bid process.

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~~Each year, the University will provide notification to GWs of any plan amendments and the opportunity for GWs to enroll in the plan for the subsequent year. The Plan shall not be amended without prior agreement of agreement of the UnionUnion and the University.~~

Section 4. The University will continue to make available to GWs, on a voluntary and GW-pay-all-basis, the option to enroll in dental and vision insurance plans. ~~The University shall provide a 100% subsidy of premiums to salaried GWs who enroll in the voluntary dental and vision insurance plans.~~ GWs interested in enrollment in these supplemental benefits will work directly with the provider on enrollment and billing matters.

~~**Section 5.** There shall be no reduction of benefits for the duration of this Agreement. No copayment, coinsurance or deductible shall be increased, nor shall any new copayment, coinsurance or deductible be levied on GWs and their dependents for the duration of this Agreement.~~

Section 56. Coverage for the summer term shall be automatically provided to any GW and their eligible dependents covered under the program during the preceding spring term. Annual coverage is for the period mid-August to subsequent mid-August.

Section 67. The University shall continue to provide coverage under the Plan to GWs and eligible dependents on an approved leave of absence at no cost to the GW.

Section 78. ~~GWs covered under this Agreement shall be eligible to participate in any of the optional Dependent or Supplemental Life Insurance or Accidental Death and Dismemberment programs offered to other University employees.~~

Section 89. ~~The University shall continue to provide coverage that is world-wide. Recognizing that the provider network is within the United States, non-emergency, medically necessary international claims are reimbursable at out of network levels.~~

Section 910. Insurance provided to GWs and their dependents shall at all times meet the requirements of international GW visas.

ARTICLE __ TUITION ~~AND FEES~~

Section 1. The University shall waive all tuition for up to equivalent of full-time academic year enrollment (~~up to 18*2018 credits per year~~) for salaried GWs who are appointed as TAs and RAs covered by this Agreement during each term of such appointment.

~~*On occasion, up to 20 credits may be approved based on the individual circumstances of the GW and with concurrence of the advisor and department head.~~

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The University shall waive all fees for salaried GWs covered by this Agreement during each term of such appointment. During the life of this Agreement, there shall be no increase in fees or creation of new fees for GWs.

ARTICLE __
TITLES AND CLASSIFICATIONS

Section 1. As of the effective date of this Agreement, all Graduate Workers (GWs) performing duties below shall be placed into titles based on the nature of duties and eligibility as follows:

Salaried/Stipended Positions

Title	Position Code	Duties
Research Assistant	RA	Performs research under the supervision of faculty/principal investigator (PI).
Teaching Assistant*	TA	Performs instructional services which may include teaching, grading, coaching and/or other academic support services.

*TAs who are serving as instructor of record (entirely responsible for developing and delivering course) or who are serving as a head TA responsible for managing other workers in a course or department/program, over and above their own TA responsibilities shall receive additional compensation appropriate to the assignment [as specified in Article XX](#).

Hourly Positions

Title	Position Code	Duties
Administrative Support	HAGA	Performs administrative or other related clerical work that is not teaching or research related.
Graduate Learning Assistant or Graduate Assistant	HGA	Performs work related to grading, tutoring, and/or other academic support services on an hourly basis, or performs a combination of administrative, academic support and/or research support under the supervision of a faculty or staff member or another GW.
Research Assistant	HRA	Performs research under faculty/principal investigator supervision on an hourly basis.

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~~Section 2. The University shall appoint the GW to the highest title and pay classification for which they are qualified based on the duties of their appointment and their eligibility. If the GWs duties change during their appointment the University may move a GW to a title with a higher pay classification. A GW may request to be moved to a lower pay classification.~~

Section 2. No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

~~Section 4. It is not the intent of this article to convert previously salaried/stipended positions to hourly positions. Such modifications shall not be made unless agreed to by both parties.~~

ARTICLE ___ COMPENSATION

~~Section 1. All GWs on payroll in D term 2023 shall receive a \$3,600 lump sum payment upon ratification.~~

Section 1. Effective August 15, 2023, the 2023-2024 academic year, salaried GWs with twelve (12) month appointments shall be paid a minimum stipend of \$37,500 ~~\$47,500 of \$48,000.~~ stipends as outlined below:

————— Tier 1: First two years of appointment: ————— \$34,8100
————— Tier 2: Start of third year of appointment: ————— \$35,8100
————— Tier 3: Start of fifth year of appointment: ————— \$36,8100

Salaried GWs with appointments less than twelve (12) month appointments shall be prorated.

~~Effective August 15 of each years two and three of this Agreement, beginning in 2024, the base salaries shall increase 424% in each year of this Agreement. If in either of these two years the University provides a university-wide staff salary increase higher than the one provided to GWs, GWs shall receive the higher percentage.~~

Effective August 15 of each subsequent year of this Agreement, i.e., effective August 15, 2024, 2025, and 2026, the base salaries shall increase by the same percentage increase that WPI employees receive for their annual salary increase for that year.

If a GW's salary is above the minimum rate, they shall receive the same annual percentage increases in their stipend as outlined above, i.e., a 4% increase to their salary in years two and there, and the same percentage increase as other WPI employees in year four.

GWs with the title Instructor of Record shall receive an additional \$1,000 per course per term, and GWs with the title of Head TA shall receive an additional \$550 per course per term.

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Section 2. Effective upon ratification, hourly HAGA and HGA GWs shall be paid a minimum rate of \$1622/hour and hourly HRA GWs shall be paid a minimum of \$205/hour. If a department or program publishes an hourly rate that is above the minimum or have paid GWs hourly rates above the minimum, they must honor at least that rate for the duration of this Agreement.

	<u>Range of Hourly Rate</u>
<u>of Hourly Rate</u>	
Tier 1: Administrative Support (HAGA):	————— \$15.00 — \$187.50
Performs administrative or other related clerical work that is not teaching or research related.	
Tier 2: Graduate Learning Assistant/Graduate Assistant (HGA):	————— \$17.00 — \$20.00
Performs work related to grading, tutoring, and/or other academic support services on an hourly basis, or performs a combination of administrative, academic support and/or research support under the supervision of a faculty or staff member or another GW.	
Tier 3: Research Assistant (HRA):	————— \$20.00 — \$26.00
Performs research under faculty/principal investigator supervision on an hourly basis.	

GWs whose currently hourly rate is higher than the range minimum specified above for the nature of work they are performing shall retain their higher rate for as long as they remain in the position that is currently paying the higher hourly rate.

Effective August 15 of each year of this Agreement, the hourly rate shall be increased by \$1.00.

Section 3. A GW shall be paid on a timely basis, in accordance with the University’s normal business operations. In no case a GW shall be paid less frequently than on a bi-weekly basis.

Section 4. Salaried GWs shall not be offered compensation less than that reported by WPI during the GWs previous assignment, if any such assignments exist.

Stipends and hourly rates established by this Agreement are minimums and do not restrict the University’s right to provide a higher stipend, bonus or monetary award to a GW at the University’s discretion.

Section 5. Limitations and Research Compliance Requirements. GWs on contracts or grants shall receive the same salary/stipend and hourly rates, and salary increases, for their compensable work equivalent to similar GWs on operating funding provided that there is adequate contract or grant funding available for this purpose. In the event that the contract or grant does not have such adequate funding, the GW will receive only such salary as is consistent with available funds in the contract or grant.

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~~Nothing contained herein shall prevent GWs whose salaries are funded by grants or contracts from being paid more than provided in this Agreement. Distribution of any compensation for GWs on contracts or grants shall be in compliance with the applicable laws, federal rules and regulations, and sponsor requirements.~~

The University commits to including the new stipend structure as outlined in the collective bargaining agreement in all new grant and contract applications.

ARTICLE ___
LEAVES

Section 1. Sick/Personal Leave. Salaried GWs shall receive a minimum of tenfifteen (105) days of paid sick/personal time off for a twelve (12) month appointment, prorated for less than a twelve (12) month appointment with no loss of compensation.

If an hourly GW is not able to work for sick/personal reasons, they shall be provided the opportunity ~~to work with their supervisor to arrange~~ to make up lost work time for that day ~~or shall receive paid time off for hours scheduled.~~

GWs are permitted to use sick/personal time for any of the following reasons:

1. Caring for their own physical or mental illness, injury or medical condition or for medical procedures, including abortions;
2. Caring for a physical or mental illness, injury, or medical condition of their child, spouse or partner, immediate or chosen family member;
3. Attending their own routine medical appointment;
4. Attending a routine medical appointment for their child, spouse or partner, immediate or chosen family member, and members of the household regularly sharing the employee's residence;
5. Addressing the psychological, physical, or legal effects of domestic violence;
6. Gender-Affirming Care. GWs who wish to transition and/or affirm their gender identity may use personal time off for transition-related activities including but not limited to doctor appointments, medical procedures, gender-affirming surgery and recovery, court visits and documentation changing procedures; or
7. Travel necessitated by any of the above.

A GW who is using a sick/personal day must inform their supervisor as soon as is reasonably possible.

GWs may request additional days of paid sick/personal time and such requests shall not be unreasonably denied. A GW may apply accrued vacation during period of an approved leave.

Section 2. Parental Leave. A salaried GW who is ~~a the primary~~ caregiver parent and/or gives birth or adopts a child, will be granted a paid leave period of eight (8) weeks following childbirth or adoption. ~~A salaried GW who is non-primary caregiving parent of a newborn or adopted child will be granted a paid leave of two (2) weeks to care for the child. GWs may request additional paid parental leave and such requests shall not be unreasonably denied.~~

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GWs are expected to notify their supervisor and Dean of Graduate Studies at least 30 days in advance of the anticipated birth or adoption of a child, so that appropriate arrangements can be made to cover any teaching or research responsibilities. A GW shall not be precluded from being appointed to a position comparable to the position they held before their leave solely because the GW took a leave under this section.

~~The University shall extend to GWs any improvements to parental leave offered to faculty and staff.~~

The GW's stipend, health insurance support and any other benefits under this Agreement will be maintained during such leave but not beyond the end of the GW's appointment at the time of the leave's start date.

Leaves taken under this section may be taken intermittently.

Section 3. Bereavement leave. All GWs may be absent without loss of pay or benefits for up to five (5) days when called for by a death in the immediate family or household.

In circumstances of logistical difficulty or severe emotional distress or religious observance, a longer paid absence may be appropriate. Such requests will not be unreasonably denied.

For the purpose of this leave, immediate family includes: the GW's spouse or partner, children (including stepchildren), grandchildren, children-in-law, parents (including step-parents), grandparents, parents in-law, siblings, (including step siblings) and siblings-in law, chosen family members, and household includes individuals regularly sharing the GW's residence.

Section 4. Civic Duty Leave. All salaried GWs shall retain all compensation and benefits during jury duty or serving as a witness in a court case. Hourly GWs shall be provided the opportunity to work with their supervisor to arrange to make up lost work time for that day.

Section 5. Military Leave. The University shall comply with any applicable state and federal laws governing military service and leaves.

Section 6. Immigration Leave. GWs shall ~~be eligible for up~~~~have a right~~ to ten (10) paid days of leave per year in order to attend immigration, citizenship, and/or documentation proceedings and any other related matters for the GW and the GW's family. A GW may request additional paid days off from their supervisor(s) and requests shall not be unreasonably denied.

Section 7. GWs shall retain any and all other rights under state and federal law regarding leaves of absence.

Nothing in this Article affects a graduate student's right to request a leave from an academic program. However, the parties agree that taking a leave from an academic programs

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automatically constitutes relinquishment of any GW appointment held by the individual taking such leave for the duration of the academic leave.

Section 8. GWs shall make reasonable effort to provide as much advance notice as possible before taking any leave under this Article.

Redlined WPI Counter Proposal – 5/31

ARTICLE HOLIDAYS

Section 1. GWs shall not be required to work on the following holidays which occur during the term of their appointment, except as provided in Section 4 of this Article.

- New Year's Day
- Martin Luther King, Jr. Day
- Patriots' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- ~~Election Day~~
Thanksgiving Holiday (closes at noon on Wednesday)
- Thanksgiving Day
- Day after Thanksgiving Day/ Native American Heritage Day
- Christmas Eve Day & Christmas Day
- ~~Any other WPI established holidays and mental health days~~

Salaried GWs will be paid for hours not worked on the holidays noted above based on the average number of hours they work per week, i.e., 20 hours/week equivalent to 4-hour work day.

~~If an hourly GW is required to work on a holiday, they shall be paid time and a half.~~ If an hourly GW is not able to work on a scheduled University holiday, they shall be provided the opportunity to make up lost work time for that day.

Section 2. The University recognizes the importance of diversity in the workforce, the cultural and religious holidays celebrated by various traditions, and that many members of the University community practice these traditions. The University recognizes that there are religious and/or cultural holidays that are not currently University holidays. The University shall make every good faith effort to accommodate a GW who wishes to observe such religious and/or cultural holidays. GWs shall submit their requests to their supervisor in writing at least two (2) weeks in advance of the date(s) requested. Such requests shall not be unreasonably denied.

Section 3. During a designated holiday, GWs may be required to conduct work (including but not limited to laboratory work, teaching a section, or grading of assignments). If it is necessary

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for a GW to work on a designated holiday or recess, the GW shall choose an alternate day(s) off with the supervisor's approval, which approval shall not be unreasonably denied.

Section 4. Supervisors shall not expect work or contact GWs with the expectation of work or assigning tasks during a GW's holiday. GWs are not expected to respond while observing a holiday.

ARTICLE __
VACATION

Section 1. Vacation days for GWs:

Salaried GWs shall receive a total of ~~twenty~~ (12) days of paid vacation time off for a 12-month appointment, pro-rated for less than a twelve (12) month appointment.

Section 2. There will be no reduction in benefits, if applicable, or pay for vacation time off. If a designated University holiday or work/professional development-related travel (i.e. conferences, trainings, etc.) falls during an GW's vacation, the GW shall not be charged vacation time for that holiday or work/professional development-related travel. The GW shall not be required to use vacation time for paid medical, parental, or familial leave.

Section 3. Vacation time must be used in the year in which it is accrued and cannot be carried forward into the following year, unless the GW's supervisor(s), in consultation with department head, grant permission. ~~If permission is revoked, the GW shall be paid out for unused vacation time. GWs shall be paid out for unused vacation time at the end of their appointment.~~

Section 4. Vacation time shall be scheduled in consultation with and approval of the supervisor/faculty member, in which approval shall not be unreasonably denied nor will approval be retroactively revoked. Additionally, the University acknowledges the expense of long-distance travel and shall not unreasonably deny extended vacation requests using accrued vacation days.

Section 5. If it is necessary for a GW to work during their approved vacation, the GW shall choose alternate time off with the supervisor's approval, in which approval shall not be unreasonably denied.

Section 6. Supervisors shall not expect work or contact GWs with the expectation of work or assigning tasks during a GW's approved vacation. GWs are not expected to respond while on vacation.

ARTICLE __
SUB-CONTRACTING

~~The parties recognize that teaching, research and other activities performed by GWs have also been performed and will continue to be performed by others within the University, including~~

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~~faculty members (including adjuncts), visitors, undergraduates, post-doctoral individuals, vendors, laboratory technicians, research assistants, research associates and other employees. The University shall not, however, replace GWs with outside contractors or personnel from outside temporary agencies without bargaining with the Union over the decision to do so and any effects of such replacement.~~