

ARTICLE __
COMPENSATION

~~Section 1. All GWs on payroll in D term 2023 shall receive a \$2,000 lump sum payment upon ratification.~~

~~Section 2. Effective August 15, 2023, the 2023-2024 academic year, salaried GWs with twelve (12) month appointments shall be paid a minimum stipend of \$38,000 43,750. \$38,000 \$44,000~~

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

~~Effective August 15 or each subsequent year of this Agreement, i.e., effective August 15, 2024, 2025, 2026, and 2027 2024, of each subsequent year of this Agreement, i.e., effective August 15, 2024, 2025, and 2026, the base salaries shall increase by 2% 3.23% (twothree two percent). If the University provides a WPI employees a salary increase higher than the one provided to GWs, GWs shall receive the higher percentage.~~

If a GW's salary is above the minimum rate, they shall receive the same annual percentage increase in their stipend as outlined above.

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.

~~Section 2. Effective upon ratification, hourly HAGA and HGA GWs shall be paid a minimum rate of \$16.50 2216.50/hour and hourly HRA GWs shall be paid a minimum of \$20 250/hour.~~

GWs whose current hourly rate is higher than the 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.

~~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. Salaried GWs shall not be offered compensation less than the GW's previous assignment.~~

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

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 \$750 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 12. 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 23. 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. Effective January 1, 2024, the University shall ensure that there is at least one changing table in the following buildings: Rubin Campus Center, Sports & Recreation Center, Gateway Park, Gateway Park II, Atwater Kent, Goddard, Olin, Salisbury Labs, Stratton, Washburn, Higgins, Fuller, Kaven Hall, Sagamore Lab, and Unity Hall.

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ARTICLE
PARKING AND TRANSIT

Section 1. GWs shall have the option to utilize on-campus parking services, including the use of electric vehicle charging stations. Use of electric vehicle charging stations will be at no cost to the GW. GWs are expected to comply with all campus parking regulations. GWs shall be provided access to park in all on-campus lots also available to WPI employees regardless of University-scheduled academic calendar breaks. GWs shall be eligible to request night access to on-campus parking lots and requests shall not be unreasonably denied. Salaried TAs and RAs will be eligible for a waiver of the regular student parking fee.

Section 2. Upon request, in lieu of a waiver of a WPI student parking fee noted in Section 1 above, salaried GWs shall be provided with a reimbursement of up to the value of the waiver of a semester's student parking permit, for their purchase of a Worcester Regional Transit Authority monthly/semester passes. at no cost to them in lieu of a parking pass.

Section 3. The University shall make available to GWs services such as Student Night Assistance Patrol (SNAP) or similar night-time, safety University-sponsored transportation programs and daytime campus shuttles (i.e., South Village, Gateway, etc.), that it currently offers or may change from time to time as determined by Campus Police, and Valet Park at a schedule determined by Campus Police at no cost to the GW. The University shall continue the practice of providing accessible and wheelchair accessible University-sponsored transportation and shuttles for GWs.

The University shall support the costs of transportation to the UMass Medical Center as required for the GW's work, so that such transportation will be at no cost to the GW. Transportation expenses should be pre-approved by the GW's supervisor.

Section 4. The University shall provide reasonable notice of construction, maintenance, alternative uses of parking lots, or other occasions and/or events that may impact parking or use of University-sponsored transport options. ADA-mandates accessible parking shall be readily available at all times.

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ARTICLE __
HEALTH BENEFITS

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

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 TA and RA positions.

For salaried TA and RAs 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 shall meet prior to the University engaging the student advisory committee. 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. The Union shall make a recommendation to the University which shall be considered in good-faith.

The University will continue its practice of engaging a student advisory committee each year as it reviews student health insurance coverage options and will include two members of the Union on this advisory committee. The GWs identified to serve on this advisory committee will be selected by the Union.

Each year, the University will provide notification to GWs of any plan amendments and the opportunity for GWs to enroll in or opt out of the plan for the subsequent year.

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. ~~WPI will not introduce a reduction of benefits for the duration of this Agreement without mutual agreement between the University and the Union. If plan changes are made by the health insurance provider, outside of the control of WPI, that reflect a reduction in benefits, i.e., No copayment, coinsurance or deductible shall be increased, the University and WPI GWU agree to convene impact bargaining. nor shall any new copayment, coinsurance or deductible be levied on GWs and their dependents for the duration of this Agreement without mutual agreement between the University and the Union.~~

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~~**Section 6.** During each fiscal year the University shall make a fund available to reimburse bargaining unit members to help defray the cost of premiums, co-pays, and out-of-pocket costs for health, vision and dental care.~~

~~Commencing 2023-2024, the fund will be \$100,000 annually. There shall be no rollover of any unexpended funds.~~

~~Reimbursement shall be made in accordance with procedures, policies and requirements, as established by the Union, which shall conform to any relevant law~~

Section 6. 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 7. 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 8. 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 9. Insurance provided to GWs and their dependents shall at all times meet the requirements of international GW visas.

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ARTICLE __
LEAVES

Section 1. Sick/Personal Leave. Salaried GWs shall receive a minimum of ten (10) 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 make up lost work time for that day.

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 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. GWs may request an additional two (2) weeks of paid parental leave and two (2) weeks of unpaid parental leave, up to 4 weeks, and such requests shall not be unreasonably denied. GWs may apply other accrued, unused paid time off (i.e., vacation, personal/sick) during any extension of unpaid parental leave.

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.

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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 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 program 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.

ARTICLE HOLIDAYS

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

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
- Thanksgiving Holiday (closes at noon on Wednesday)
- Thanksgiving Day
- Day after Thanksgiving Day/ Native American Heritage Day
- Christmas Eve Day & Christmas Day

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 workday.

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 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 ~~twelve~~ fourteen (14) days of paid vacation time off for a 12-month appointment, pro-rated for less than a twelve (12) month appointment.

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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.

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.

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ARTICLE __
UNION ACCESS AND RIGHTS

Section 1. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University shall provide the Union electronically with data about the bargaining unit as provided in this article. At the beginning of each term, the University shall provide the Union electronically with the roster of the bargaining unit, including for each GW of the bargaining unit: the directory information that is currently set forth in WPI's FERPA Policy that is pertinent to the GW's employment.

If the GW consents to the disclosure of such information to the Union as provided for in Section 2 below, the University shall also include:

- Name
- Preferred Name
- Preferred Pronouns
- Permanent and local street address, city, state, zip code
- Email address
- Telephone number
- ~~Department or program in which GW is enrolled~~
- ~~Anticipated or actual date of graduation~~
- ~~Enrollment status~~
- Identification Number
- Job title(s)
- FERPA waiver status/decision
- Visa Status
- Race
- Ethnicity
- Gender
- Appointment start and end dates
- Employing department or program
- Pay rate
- Bi-weekly stipend

The University shall also update the roster at least each term bi-weekly.

Section 2. To facilitate the release of necessary FERPA protected information to the Union, the University shall provide within, or as an enclosure to GW appointment letters a provision by which the GW consents to the disclosure of such information to the Union. Completion of the FERPA waiver form shall be required as part of the GW's on-boarding process and shall be completed prior to commencement of work.

Before implementing such language, the University will provide it to the Union for review and approval. The Union agrees that it will not re-disclose in violation of FERPA any personally identifiable information from education records that it receives pursuant to this provision.

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Section 3. The WPI-GWU-UAW shall be provided access to the University e-mail, at no cost to the Union, and will comply with all relevant University policies for such use.

Section 4. Following ratification and approval by the parties, the University shall publish the collective bargaining agreement on a designated website.

Section 5. The WPI-GWU-UAW may arrange for the use of University conference rooms and meeting space for Union meetings and events, as space is available, at no cost to the Union.

Section 6. No later than August 15 of each academic year, the Union shall furnish the University with a written list of the WPI-GWU-UAW's officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement. Upon securing permission (such permission shall not be unreasonably delayed or denied) from the supervisor, the representative shall be provided release time with no loss of pay and -permitted reasonable time to investigate, present and process grievances on University property during regular working hours. Such activities are not to disrupt University operations.

Section 7. A reasonable number of WPI-GWU-UAW representatives shall be permitted access to the University property and for the purpose of communicating and meeting with GWs, provided that the Union does not disrupt the operations of the University.

Section 8. The WPI-GWU-UAW shall have the same right of access to post information on departmental and institutional bulletin boards as other external groups and individuals. All postings by the Union shall be done in accordance with WPI policies and practices regarding bulletin board access and use. Union postings elsewhere on campus shall comply with WPI policies and practices.

Section 9. The University shall provide at least three (3) week's notice to the Union of any orientation of graduate workers at the University, including department/program orientations, international graduate student orientation, and the University TA training. The University shall inform the Union of the schedule for the orientation and permit the Union to use the meeting space for fifty (50) minutes within such orientation schedule to meet with GWs.

~~**Section 10.** The University shall allow three (3) GWs to serve as Release Time Union Representatives. Two of the Release Time Union Representatives shall receive stipends at the 20-hour per week level and one shall receive a 10-hour stipend (or 10-hour addition to the individual's regular GW appointment level up to a 20-hour per week maximum) to devote such time to Union work. GWs in their first year of graduate study shall not be eligible for designation as a Release Time Union Representative. The Union will designate the individuals selected at least ninety (90) days in advance of the first day of each semester. In the event a vacancy in a Release Time Union Representative position occurs during a semester, the University and Union will meet concerning arrangements for succession.~~

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

ARTICLE
EMPLOYMENT FILE

Section 1. "Employment file" shall be defined as documents maintained by the University reflecting an individual's appointment as a Graduate Worker (GW), revision or termination of such appointment, job-related certifications, job-related evaluations and discipline of the GW, and pay and benefits related to such appointment. The University shall keep and maintain an employment file for each GW.

Section 2. The University shall not make personally identifiable material in an employment file public without the GW's consent except as otherwise provided for by application law.

Section 2. Materials related to a GW's course of study, grades, academic progress and aspects of graduate study other than service as a GW shall not be considered part of the employment file.

Section 3. Grievances filed by a GW and records concerning the processing and resolution of the grievance, including any arbitration concerning it, shall not be considered part of the employment file. Upon mutual agreement, resolutions of a grievance may be included as part of the employment file.

Section 4. The University shall, within five (5) days after receipt of a written request from a GW, permit such GW, who may be accompanied by a Union representative, to inspect the GW's employment file. Such inspection shall take place during regular business hours. The University shall, within five (5) days after a written request from a GW, provide the GW a copy of their employment file.

Section 5. If upon inspection of the employment file a GW disagrees with any of the information contained in such file, removal or correction of such information may be agreed upon by such GW and the University. If such GW and the University cannot agree upon such removal or correction, then such GW may submit a written statement explaining the GW's position. Such statement shall be maintained as part of the employment file and shall accompany any transmittal or disclosure of such file to a third party.

Section 6. The employee shall be notified of the placement of any new materials that are added to their employment file within two (2) working days. The notification can appear within the system used for tracking employment files, such as Workday.

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