

**WPI-GWU-UAW Comprehensive Package Proposal 07/12/2023**

This is offered as a package proposal. Should it not be accepted in total, the concessions and revisions in this package proposal may be withdrawn and the Union's position on all such items in these articles may revert to its most recent proposals for such articles and times.

- Childcare
- Parking
- Health Benefits
- Tuition and Fees
- Titles and Classifications
- Management Rights
- No Strike, No Lockout
- Leaves
- Holidays
- Vacation
- Union Access & Rights
- Employment Files
- Subcontracting
- Compensation

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 Union 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.

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 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 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 3. The University shall ensure that there is at least one all-gender family 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 \_\_\_\_  
PARKING AND TRANSIT ~~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 24/7 access to park in all on-campus lots also available to WPI employees regardless of University-scheduled academic calendar breaks. Salaried GWs shall receive access to such parking services at no cost to them. Salaried Tas and Ras will be eligible for a waiver of the regular student parking fee.

Section 2. Upon request, GWs shall be provided Worcester Regional Transit Authority (WRTA) monthly or semester passes. ~~Section 2. Upon request, GWs shall be provided Massachusetts Bay Transport Authority (MBTA) and/or Worcester Regional Transit Authority (WRTA) monthly or semester passes.~~

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

**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 provide and maintain available and accessible timely, safe, and accessible transportation services to local facilities (i.e. UMass Medical and/or other collaborator facilities) as required for the GW's work at no cost to the GW.

Vehicles used for such services listed above shall be accessible and equipped with wheelchair lifts. Transportation programs listed above shall be made available throughout the year regardless of University scheduled academic calendar breaks. The University shall give GWs reasonable notice for any delay or temporary loss in service.

~~The University shall provide and maintain available and accessible timely, safe, and accessible transportation services to local facilities (i.e. UMass Medical and/or other collaborator facilities) as required for the GW's work at no cost to the GW.~~

~~Vehicles used for such services listed above shall be accessible and equipped with wheelchair lifts. Transportation programs listed above shall be made available throughout the year regardless of University scheduled academic calendar breaks. The University shall give GWs reasonable notice for any delay or temporary loss in service.~~

Section 3. 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.

## 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.

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

**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 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:~~

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.

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:

- ~~— Health benefits shall continue to be provided at the “platinum” level as currently defined in the Affordable Care Act;~~
- ~~— Health benefits shall continue to at least meet the Minimum Creditable Coverage (MCC) under Massachusetts state law;~~
- ~~— Reduced copays and other out of pocket costs;~~
- ~~— Coverage of vaccines;~~
- ~~— Expanded mental health coverage, which shall continue to be year-round;~~
- ~~— Expanded reimbursement of gym memberships based on local gym costs;~~
- ~~— Reduced out of pocket costs for prescription drugs;~~
- ~~— Expanded list of covered medications with options for mail order prescriptions and same day prescriptions in advance of travel as available;~~
- ~~— 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);~~
- ~~— Continued unlimited visits for mental health and specialist visits;~~
- ~~— Expanded visit caps for physical therapy, occupational therapy and speech therapy;~~
- ~~— Coverage for all needs of transgender and gender non-conforming individuals including all procedures, surgeries, and therapies;~~
- ~~— 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 or opt out of the plan for the subsequent year. The Plan shall not be amended without prior agreement of agreement of the Union 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. ~~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 without mutual agreement between the University and the Union. 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 without mutual agreement between the University and the Union

~~**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 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 7~~5~~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 8~~6~~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.

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**Section 9~~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 10~~9~~10.** Insurance provided to GWs and their dependents shall at all times meet the requirements of international GW visas.

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ARTICLE \_\_  
TUITION ~~AND FEES~~ 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.

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. 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**

<b>Title</b>	<b>Position Code</b>	<b>Duties</b>
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**

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



<b>Title</b>	<b>Position Code</b>	<b>Duties</b>
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.

~~**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.~~

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## ARTICLE \_\_\_\_

### MANAGEMENT RIGHTS

**Section 1.** All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; as well as the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources and priorities; to establish, revise and administer procedures,

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reasonable rules and regulations; to alter extend, or discontinue existing equipment, facilities and location(s) of operations, and to direct and control University operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of GWs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of GWs are evaluated; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; ~~to discipline or dismiss for just cause; to assign work locations; to schedule hours of work; to recruit, hire, appoint, assign, schedule, or transfer, direct, train supervise, evaluate, promote, retain, discipline, demote, suspend and dismiss employees; to determine how and by whom instruction is delivered; determine or modify the hiring criteria and work standards and the number and qualifications of employees; and to introduce new methods of instruction; and subcontract all or any portion of any operations.~~

**Section 2.** ~~The parties recognize that members of the bargaining unit are first and foremost students in the University's graduate programs, and even when performing work as defined by this Agreement, they nonetheless remain as students. Consequently, the~~ University shall exercise sole authority on all decisions involving academic and student matters, including but not limited to: (a) student admissions; (b) academic programming; (c) the development and execution of policies, procedures, rules and regulations regarding the GWs' status as students; and (d) any evaluations and determinations of GWs' progress as students.

**Section 3.** No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

Economic benefits, and all other terms and conditions of employment which were in effect on the effective date of the Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the University and the Union.~~Economic benefits, and all other terms and conditions of employment which were in effect on the effective date of the Agreement and which are not specifically provided for or abridged by this Agreement, will continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement unless altered by mutual consent of the University and the Union.~~

**Section 4.** ~~The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above.~~ The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed

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to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

## ARTICLE

### NO STRIKE - NO LOCKOUT

**Section 1.** During the term of this Agreement or any extension thereof the Union, its representatives, agents and unit Graduate Workers (GWs) will not call, condone, or engage in a strike, sympathy strike, any work stoppage, work slowdown, withholding of grades or academic evaluations by GWs, or any unauthorized curtailment of work in the bargaining unit.

**Section 2.** GWs who violate any of the provisions of this Article may be subject to discharged or otherwise disciplinary actioned by the University in accordance with Article \_\_, Discipline and Discharge. The University's decision to discipline, suspend or discharge a GW for such violation will not be subject to challenge through the Grievance and Arbitration Procedure.

**Section 3.** In the event that any unit member violates the provisions of Section 1, the Union shall as soon as practicable, inform such unit member(s) through reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article. The Union shall not be held liable for damages resulting from unauthorized actions of GWs. The Union shall not be held liable for damages resulting from unauthorized actions of GWs.

**Section 3.** If GWs violate any of the provisions of this Article, then once the GWs have returned to work and continue working, the Union Management Committee shall immediately meet in good-faith effort to resolve the dispute.

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~~**Section 4.** The University will not discipline any GW covered by this Agreement because of their refusal as an individual to cross a picket line, providing that such picket line has been sanctioned by the Union. No employee covered by this Agreement shall not be required by the University to go through any picket line where there is an actual and imminent danger of bodily harm to the GW.~~

**Section 4.** The University will not discipline any GW covered by this Agreement because of their refusal as an individual to cross a picket line, providing that such picket line has been sanctioned by the Union. No employee covered by this Agreement shall not be required by the University to go through any picket line where there is an actual and imminent danger of bodily harm to the GW.

**Section 54.** The University agrees that it will not lock out unit members during the term of this Agreement or any extension thereof.

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.

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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. GWs may request additional paid parental leave and such requests shall not be unreasonably denied.~~

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 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.

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

**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 programs 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~~
- Election Day (1/2 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.

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

~~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 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 ~~fourteen~~<sup>twenty</sup> (14~~0~~) 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.

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**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 \_\_\_\_  
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, including: member the directory information that is currently set forth in WPI's FERPA Policy that is pertinent to the GW~~

~~S employment. : full name, preferred name, preferred pronouns, visa status, race, ethnicity, gender, employee identification number, appointment start date, appointment end date, job title(s), appointment type/position (see Article \_\_\_\_, Titles and Classifications), pay rate rate, bi-weekly stipend, work department/program or hiring unit, work location and department/program head. The University shall also update the roster at least bi-weekly.~~

- Name
- Preferred Name
- Preferred Pronouns
- Visa status
- Race
- Ethnicity
- Gender
- Employee Identification Number
- 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
- Job title(s)
- Appointment start date and end date
- Pay rate
- Bi-weekly stipend
- Employing department or program
- Work location

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

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



~~If the GW consents to the disclosure of such information to the Union as provided for in Section 2 below, the University will also include the GW's position(s) held and corresponding rates of pay for that pay period for all GWU positions held at the time of the generation of the report.~~

~~Section 2. To facilitate the release of necessary FERPA protected information to the Union, the University shall provide within, or as an enclosure to will include in its template for TA and RAGW appointment letters a provision by which the GW consents to the disclosure of such information to the Union. Before implementing such language, the University will provide it to the Union for review and comment. The University will also make available to GWs who are hired on an hourly basis a similar opportunity to authorize release of FERPA protected information to the Union. 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.~~

~~Section 32. The WPI-GWU-Union shall be provided access to the University mail systems, including e-mail, at no cost to the Union, and will comply with all relevant University policies for such use.~~

~~Section 43. Following ratification and approval by the parties, the University shall publish the collective bargaining agreement on a designated website.~~

~~Section 54. The Union-WPI-GWU-Union 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, and shall not be denied on the basis of union membership (see Article \_\_, Non-Discrimination, Section 1).~~

~~Section 65. No later than August 15 of each academic year, tThe Union shall furnish the University with a written list of the GW-Union'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, tThe representative shall be provided release time with no loss of pay and 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 76. A reasonable number of WPI-GW-Union 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 87. The WPI-GW-Union 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~~

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bulletin board access and use. Union postings elsewhere on campus shall comply with WPI policies and practices.

**Section 98.** 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., ~~School or department. The Union shall be provided one (1) hour within the orientation schedule to meet with graduate workers.~~ The Union shall be provided 50 minutes within the orientation schedule to meet with graduate workers. The University shall inform the Union of the schedule for the orientation and permit the Union to use the meeting space for ~~50thirtyone (50301) minuteshour~~ within such orientation 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.

~~**Section 9.** The University shall allow five (5) 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 three 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.~~

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. ~~New employment files or records shall be created within five (5) days of the GW accepting the position.~~

Section 2. For purposes of this article, employment files of GWs shall be considered education records pursuant to the Family Educational Rights and Privacy Act (FERPA), as amended, as they are records relating to individuals in attendance at the University who are employed as a

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~~result of their status as students. 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 32.** 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 3.** Within ninety (90) days of the ratification of this contract, the University shall create an electronic system for storing employment files and records, which will be the same system used for storing other employment related files, such as Workday.~~

**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 65.** 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.

## ~~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 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~~

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~~outside temporary agencies without bargaining with the Union over the decision to do so and any effects of such replacement.~~

ARTICLE     

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ARTICLE       
COMPENSATION

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

Section 1. All GWs on payroll in D term 2023 shall receive a \$2,000 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 \$44,000~~stipend of \$37,500 ~~\$47,500~~ ~~of \$48,000.~~

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 3% ~~the same percentage increase that WPI employees receive for their annual salary increase for that year.~~ 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.

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

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 ~~\$221622~~/hour and hourly HRA GWs shall be paid a minimum of ~~\$2505~~/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.~~

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.

~~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.~~  
Salaried GWs shall not be offered compensation less than that reported by WPI during the GW's 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.~~

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