

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

COLLECTIVE BARGAINING AGREEMENT

Between

Worcester Polytechnic Institute
Board of Trustees

And

WPI Graduate Workers Union – International Union, United Automobile, Aerospace and
Agricultural Implement Workers of America (WPI-GWU-UAW)

AUGUST __, 2023 – AUGUST 14, 2027

8/15/2023 Tentative Agreement (Full Contract Draft)
This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

CONTENTS

ARTICLE 1. RECOGNITION.....4

ARTICLE 2. UNION SECURITY4

ARTICLE 3. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP).....5

ARTICLE 4. MANAGEMENT RIGHTS6

ARTICLE 5. TITLES AND CLASSIFICATIONS7

ARTICLE 6. NON-DISCRIMINATION7

ARTICLE 7. NON-RESIDENT AND NON-CITIZEN GRADUATE WORKER RIGHTS.....11

ARTICLE 8. APPOINTMENT NOTIFICATION.....13

ARTICLE 9. APPOINTMENT SECURITY15

ARTICLE 10. EMPLOYMENT FILES.....15

ARTICLE 11. JOB POSTING16

ARTICLE 12. WORKSPACE AND MATERIALS.....17

ARTICLE 13. WORKLOAD18

ARTICLE 14. INTELLECTUAL PROPERTY19

ARTICLE 15. PROFESSIONAL DEVELOPMENT.....20

ARTICLE 16. TRAVEL20

ARTICLE 17. TRAINING.....20

ARTICLE 18. HEALTH & SAFETY.....21

ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM.....24

ARTICLE 20. PAID LEAVES24

ARTICLE 21. HOLIDAYS.....26

ARTICLE 22. VACATIONS.....27

8/15/2023 Tentative Agreement (Full Contract Draft)
This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

ARTICLE 23. PARKING AND TRANSIT.....27

ARTICLE 24. HOUSING28

ARTICLE 25. TAX ASSISTANCE29

ARTICLE 26. FOOD SECURITY AND NUTRITIONAL WELLBEING29

ARTICLE 27. TUITION.....29

ARTICLE 28. COMPENSATION.....29

ARTICLE 29. HEALTH BENEFITS30

ARTICLE 30. CHILDCARE.....31

ARTICLE 31. EMERGENCY GRANT32

ARTICLE 32. DISCIPLINE AND DISMISSAL32

ARTICLE 33. GRIEVANCE AND ARBITRATION33

ARTICLE 34. UNION ACCESS AND RIGHTS.....35

ARTICLE 35. UNION-MANAGEMENT COMMITTEE37

ARTICLE 36. NO STRIKE, NO LOCKOUT37

ARTICLE 37. SEVERABILITY.....38

ARTICLE 38. DURATION38

APPENDIX A.....39

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

ARTICLE 1. RECOGNITION

As reflected in the National Labor Relations Board Case 01-RC-303677, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union __, Worcester Polytechnic Institute Graduate Workers Union (WPI-GWU), as the sole and exclusive bargaining representative for the purpose of collective bargaining over wages, hours and other terms and conditions of employment for employees in the bargaining unit. The bargaining unit shall include:

All graduate students enrolled at Worcester Polytechnic Institute who are employed to provide instructional services, research services or administrative services in academic departments. These include Teaching Assistants (such as teaching assistants, PLAs, GLAs, readers, tutors, and graders), all Graduate Assistants and all graduate Research Assistants (regardless of funding sources) employed by the Employer.

Excluded: All undergraduate students; graduate students not employed by the Employer, graduate students who are employed outside of academic departments (e.g. Physical Education, Recreate & Athletics), non-graduate student office clericals, managers, guards and supervisors as defined in the Act.

ARTICLE 2. UNION SECURITY

Section 1. The University shall deduct membership dues and initiation fees from all Graduate Workers (GWs) who choose to be members of WPI-GWU-UAW and who sign appropriate dues deduction authorization forms. The Union will communicate the amount of such dues and initiation fees to the University.

All GWs who become employed by the University and covered by this Agreement and who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or after the ratification of this Agreement, whichever is later, an Agency Fee. The amount of such Agency Fee shall be the equivalent to the amount uniformly required to be paid as dues by those who choose to become members of the Union.

The Union may request that a GW who fails to join the Union, maintain Union membership, or pay such Agency Fee be dismissed from employment. Prior to any dismissal, the GW shall be offered an opportunity within thirty-one (31) days, following the written notification from the Union to the University requesting discharge, to pay the required dues and/or fees that have not been tendered. If the GW fails to pay within that time period, and the Union so verifies, the University shall dismiss the GW from employment. Parties recognize that changes in GW employment status shall not affect a GW's status as a student.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

Section 2. Within xx (xx) days of the effective date of the contract, the University shall begin deducting dues or agency fees bi-weekly from the gross pay of each GW.

Section 3. The dues and fees deducted under this article shall be transmitted to the Union within fourteen (14) calendar days after each payday for which deductions are made.

Section 4. Upon receipt of a GW's written authorization, the University shall deduct from such GW's gross pay in accordance with this Agreement, such Union Dues or Agency Fees and remit the same together with a list of the names of the GW from whose compensation deductions were made.

Section 5. The Union will submit an electronic list of all changes to membership prior to the deadline for the University to make such deductions, so that the University can make appropriate deductions.

Section 6. 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 3. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

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.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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 4. 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, 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 assign work locations; to schedule hours of work; to recruit, hire, appoint, assign, schedule, 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; to introduce new methods of instruction, and to subcontract all or any portion of any operations.

Section 2. 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.

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

8/15/2023 Tentative Agreement (Full Contract Draft)
 This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

ARTICLE 5. 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 28.

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.

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.

ARTICLE 6. NON-DISCRIMINATION

Section 1. Neither the University nor the Union shall discriminate against a GW because of race, sex, age, color, national origin, religion, genetic identity or expression, physical or mental

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

disability (including learning disabilities, intellectual disabilities, past/present history of mental disorder), gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, socioeconomic status and/or background, first-generation student status, ethnicity, caste, indigenous status, citizenship, immigration or visa status, ancestry, or any other legally protected status and membership or non-membership in any labor union.

Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

Section 2. In the event an accommodation proposed to comply with state or federal law conflicts with a provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation; however, accommodations at the behest of a medical professional shall not be unreasonably denied.

Section 3. WPI prohibits and will not tolerate discrimination or harassment. Discrimination is any distinction, preference, or detriment to a GW that:

- Unreasonably excludes the GW from participation in;
- Denies the GW the benefits of;
- Treats the GW differently in the context of; or
- Otherwise adversely affects a GW's employment.

No GW shall be subjected to discrimination or discriminatory harassment as defined in the WPI Employee Benefits and Policies Manual and Interim Title IX & Sexual Misconduct Policy. This policy applies to GWs as well as the other members of the University Community.

Discrimination and harassment are defined, and examples of discrimination and harassment and other prohibited conduct are set forth in the Interim Title IX & Sexual Misconduct Policy and in the WPI Employee Benefits and Policies Manual. If there is a conflict between these policies and this Agreement, then the Agreement shall govern.

Section 4. In cases of harassment or discrimination, a GW shall have one hundred eighty (180) days to file a grievance.

Section 5. The University recognizes that sexual misconduct is inimical to its core missions, including its research and education missions, and will not tolerate any form of sexual misconduct, and will not tolerate harassment of GWs by faculty, administrators, supervisors, students, co-workers, vendors, University visitors or anyone else. This type of prohibited conduct is set forth in WPI's Interim Title IX & Sexual Misconduct Policy.

Section 6. Neither the University nor the Union shall tolerate bullying behavior against a GW in the course of their employment, including bullying that is the result of power-based harassment. Bullying is repeated, health-harming mistreatment of one or more people, and it is contrary to the

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

values of the University as expressed in the WPI Employee Benefits and Policies Manual, which clearly states that all employees are expected to behave with honesty, integrity, respect, and professionalism. Unwelcome actions (physical, verbal, non-verbal, electronic, and/or written) including but not limited to the following are inappropriate and, depending on the circumstances, may in and of themselves constitute bullying of a GW or contribute to a hostile work environment:

1. slandering, ridiculing or maligning a person or their family;
2. persistent name-calling or dead-naming that is hurtful, insulting or humiliating;
3. jokes or pranks that explicitly focus on an individual person with the intent to harm;
4. making abusive and offensive remarks;
5. public humiliation or public reprimands;
6. unreasonably and deliberately excluding an individual or isolating them from work-related activities, such as meetings;
7. constant criticism on matters unrelated or minimally related to the person's job performance or description;
8. persistently not allowing the person to speak or express themselves (i.e., ignoring or interrupting)

Section 7. Retaliation against any GW who, in good faith, reports or who participates in the investigation of violations of WPI's Notice of Non-Discrimination, the Interim Title IX & Sexual Misconduct Policy, WPI Employees Benefits and Policies Manual and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under University Policies or this Agreement. Retaliation includes, but is not limited to any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the University Policies or this Agreement. Claims of retaliation based on filing a discrimination or harassment complaint or on participating in an investigation of a discrimination or harassment complaint should be reported by the GW or by the Union on the GW's behalf to the Office of Talent & Inclusion. The University shall promptly investigate all claims of retaliation.

Section 8. Complaints by GWs regarding discrimination or harassment in employment shall be processed in accordance with the applicable University policy or process, including WPI's Interim Title IX & Sexual Misconduct Policy, the Procedure for Investigating Claims of Discrimination in Employment, or the Policy on Faculty Conduct, all of which may be amended from time to time by the University. While the University conducts the applicable process for investigating and resolving the claim(s) of discrimination or harassment, the GW may also file a grievance per Article 33. Upon mutual agreement, while the investigation is proceeding, the grievance shall be held in abeyance until the University has completed the applicable process (including the investigation and exhaustion of all appeals). Following the completion of the applicable internal process, then per Article 33, the GW may grieve the University's finding only

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

if the reporting GW is dissatisfied with any resultant remedies (i.e., corrective and/or interim/supportive measures for the GW).

The GW shall not be able to grieve a finding, if any, related to disciplinary actions towards the subject individual of the grievance.

The University Policies and this Agreement shall be made available to GWs through posting on a University website. GWs who file a complaint alleging a violation to the Office of Talent & Inclusion shall be notified in writing that Talent & Inclusion's role is investigatory, that the Talent & Inclusion investigator does not represent the Complainant or the Respondent, and that the GW may be a member of the bargaining unit and may elect to have a union representative act as a support person during the investigation. To that end, the Talent & Inclusion shall provide to the GW the letter from the Union incorporated herein as Appendix A. The University shall notify the Union in not later than three (3) days if a GW is a complainant or respondent in any complaint.

Section 9. In instances where a grievance is filed, or during an investigation conducted by Talent & Inclusion in accordance with Article 33, Grievance & Arbitration, where interim remedial or supportive measures are taken, the University shall have the following remedies or interim/supportive measures available, including but not limited to: change to a different workstation, schedule, work location, supervisor, unit, department, or position appropriate for the GW, provided that, in the case of a Complainant/Grievant, the change is equitable; training and education of a Respondent; no contact remedies, including mutual no contact orders.

Section 10. The University and the Union share a commitment to support transgender and gender non-conforming members of the campus community with navigating the policies and practices of the University during a gender transition, as well as to assist University community members in their efforts to support transgender community members.

Section 11. The University shall comply with the law including any applicable building code with respect to the provision of lactation stations, including The Pregnant Workers Fairness Act. The University shall provide reasonable accommodations for pregnancy or pregnancy-related conditions (examples include but are not limited to, morning sickness and lactation). Examples of such accommodations include, but are not limited to, a modified work schedule; more frequent restroom, food, or water breaks; providing equipment for seating; limits on lifting; more frequent or longer paid or unpaid breaks; time off, with or without pay, to attend to a pregnancy-related complication; private non-bathroom space for expressing breast milk; and assistance with manual labor. No such accommodations can result in decreased pay or benefits for the GW.

Section 12. The University shall label existing all-gender bathrooms in office, classroom and lab buildings. All-gender bathrooms shall be posted on a central website. The University will not prevent GWs from using a workplace bathroom appropriate to the GW's gender identity.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

Section 13. The University shall respect the GW's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

Upon request from the GW, the University shall update aspects of a GW's employment and student record to reflect a change in name or gender, including pronouns/name(s). University and department-level records should accurately reflect GW pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department or program.

Section 14. The University shall maintain a central website with the location and hours of all known prayer spaces on campus.

ARTICLE 7. NON-RESIDENT AND NON-CITIZEN GRADUATE WORKER RIGHTS

Section 1. The University recognizes that the right to join a union is irrespective of a GW's immigration or documentation status. The parties to this Agreement pledge themselves to a cooperative effort on the topic of GWs with international immigration status founded upon good faith communication and discussion of problems, solutions, and prevention. The Union-Management Committee shall discuss general matters relating to GWs with international immigration status in the workplace but not matters specific to an individual GW.

Should any change in laws or regulations relevant to GWs with international immigration status or this Article occur, including but not limited to repeal of Deferred Action on Childhood Arrivals (DACA) program, rescinding of Temporary Protected Status (TPS), travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at either party's request, the University and Union management Committee shall meet to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.

Section 2. The University commits to the following:

- a. The University shall comply with all applicable laws, including laws regarding the protection of the privacy of all members of the WPI community.
- b. Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University will not voluntarily provide any immigration or personal information about the residence or location of the GW, such as temporary or permanent home address, contact information, workplace, or work schedule to any governmental agencies without the consent of the GW.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

- c. The University shall not permit any federal immigration agent to enter WPI buildings without legal process.
- d. If representatives of the University learn that a federal immigration agent or a Department of Homeland Security (DHS) agent is seeking to interrogate, search or seize the person or property of any GW while the GW is working on the University's premises and under the University's control, then the University representative will request that the agent comply with legal requirements before they interrogate, search or seize the person or property of such GW.
- e. In the event that the University is served with a valid search or arrest warrant by DHS and that DHS agents are seeking to question a GW on University premises, the University shall request that any questioning of GWs on the University's premises occur in as private a setting as possible.
- f. The University will notify the Union within one (1) calendar day after the University learns of an immigration investigation regarding a GW.

Section 3. If requested by a GW, the University will provide any supporting evidence or documentation to that GW regarding their own employment, residence, and/or enrollment, and will respect the GW's right to privacy.

Section 4. International Graduate Workers. Nothing in this Article shall preclude WPI's Office of International Student Life from continuing to advise international GWs on visa issues as they relate to the academic and/or employment relationship with the University and maintain programming to aid international graduate workers with integration into U.S. living.

Section 5. Immigration Attorneys and Legal Resources. The University shall maintain a list of attorneys and agencies, including pro bono agencies, for immigration questions.

Section 6. Work Authorization and Documentation. GWs shall cooperate with the University in completing work authorization documentation in a timely manner. No GW covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the GW's name or social security number.

Section 7. In cases where a GW is unable to return to the United States as a result of their immigration or documentation status, and for reasons outside of their reasonable control (*e.g.*, administrative processing), the University shall undertake reasonable efforts to arrange for the GW to perform their duties outside the U.S. when legally permissible.

Section 8. In the event that a GW is not authorized or is no longer authorized to work in the United States of America and the GW's employment is terminated for this reason, the University shall meet with the Union and the GW and shall make reasonable efforts to re-employ the GW as

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a GW.

The University shall provide any GW terminated because they are not authorized to work in the United States of America, a notice, in a form acceptable to the University and the Union, that includes a copy of this Section of the Agreement and contact information about the union. The University shall provide notice to the Union within one (1) calendar day of a GW's termination due to their work authorization status.

ARTICLE 8. APPOINTMENT NOTIFICATION

Section 1. For stipend/salaried positions, the University shall provide appointment letters for appointments no later than sixty (60) days in advance of the start of their appointment start date; however, in extenuating circumstances when advance notice is not possible, the University will provide appointment letters at the time of appointment offer and no later than the commencement of work. Such letters shall include key terms of the appointment, including but not limited to:

- a. title of appointment;
- b. compensation;
- c. start and end dates;
- d. a brief description of the expected job responsibilities;
- e. assigned course, lab, research project;
- f. expected work schedule and number of hours per week;
- g. work location;
- h. course meeting times and location, if applicable;
- i. supervisor;
- j. reference to source of information on health and other applicable benefits;
- k. tuition and fee waiver or remission information, if relevant;
- l. response requirements, if any;
- m. a statement that the position is covered by this collective bargaining agreement;
- n. a web address provided by the Union for WPI-GWU-UAW contact information, informational materials, and membership card;
- o. as well as any other information deemed relevant by the University that pertains to the terms and conditions as may be established by the Department or Program.

If the following information is not available at the time of offer and appointment letter is sent, the University shall provide the information as soon as possible and no later than ten (10) calendar days prior to the start of each term for TAs and no later than the commencement of work for all other salaried GWs:

- a. work location
- b. course assignments, course meeting times and location, if applicable

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

In exigent circumstances, i.e., medical leave of another employee, course assignments may need to change before the start of a term or during a term.

Section 2. All offers of appointment or reappointment to a stipend/salaried TA or RA position shall be for a minimum duration of nine (9) or twelve (12) months. Hourly GWs shall be for a minimum duration of one term.

The University shall offer summer appointments to GWs as early as possible and no later than the start of C term. At the start of A term, faculty PIs and/or department heads, as appropriate, are encouraged to notify salaried GWs and currently enrolled PhD students in writing of the likelihood of receiving a summer appointment. When additional funding information for summer is known, an updated notice shall be sent in writing as soon as possible.

If a new funding opportunity arises after the start of C term, the University shall offer a GW summer appointment as soon as possible.

Notwithstanding the foregoing, appointments of less than nine or twelve months for stipend/salaried positions and one term for hourly positions may be offered, with advance notice to the GW and the Union, to account for funding opportunities that were not available for the entirety of the minimum appointment duration, replacement for a vacancy by another GW, late arrival onto campus, visa securement complications, or other reasons that would have prevented the appointment of the GW at the outset of the semester.

GWs shall be given at least seven (7) days to review their appointment letter, including any revisions to the appointment letter, and raise concerns.

Section 3. The parties recognize appointments for an academic year or longer are generally in the mutual interest of the University and the GW. Hiring units are encouraged to offer one academic year or twelve-month appointments when practical.

Section 4. The parties acknowledge their mutual interest in allowing GWs the opportunity to express assignment preferences prior to the University making assignment decisions. The

University encourages all departments or programs to offer such opportunities. Nothing precludes a GW from expressing assignment preferences.

Section 5. No GW shall be required to perform a service that is entirely personal in nature for the benefit of any other University employee.

Section 6. For hourly appointments, the University shall provide appointment letters at the time of offer, and no later than the commencement of work which will include:

- a. title,
- b. department,

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

- c. supervisor,
- d. hourly rate,
- e. expected number of hours per week,
- f. start and end dates,
- g. a statement that position is covered by collective bargaining agreement, and
- h. a web address provided by the Union for WPI-GWU-UAW contact information, informational materials and membership card.

Supervisors shall email and/or meet with the GW prior to, or not later than the day of, the commencement of work to discuss the following, including but not limited to: expected job responsibilities; assigned course, lab, research project; work location, applicable benefits and other information deemed relevant by the University.

Section 7. ESL language training will be provided without charge for GWs who are deemed to require this training to effectively perform their work.

ARTICLE 9. APPOINTMENT SECURITY

Section 1. If the University makes an offer for appointment to a Graduate Worker (GW) position and the individual to whom the offer was made accepts it, the terms of the offer including level of compensation, benefits, and other terms and conditions of employment shall be honored by the University,

Section 2. In the event the position described in the Letter of Appointment becomes unavailable due to cancellation or similar reasons, the University shall work with the GW to find a comparable position for the duration of the appointment. The parties recognize that this may require a GW to change their research focus in order to be funded by a different grant and PI.

ARTICLE 10. EMPLOYMENT FILES

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 3. 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.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

Section 4. 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 5. 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 6. 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 7. 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 11. JOB POSTING

Section 1. The parties recognize that the University has discretion over who is hired as a GW, the qualifications for GW positions, and the methods used to make such hiring decisions.

Section 2. The parties recognize that GW salaried/stipend appointments are usually made without posting, through time-of-admission appointments, relationships with faculty members, and internal departmental or inter-departmental arrangements.

Section 3. Effective July 1, 2024, Departments or Programs that seek to fill positions and/or vacancies, not otherwise assigned per Section 2, shall post these employment opportunities, not otherwise assigned, on a centralized University on-line job posting site accessible to all graduate students.

Section 4. All job postings shall include: title, job description, department or program, lab (if applicable), expected number of hours per week, stipend or hourly pay rate, any relevant required knowledge or experience, up to date contact information regarding the posting, an employment nondiscrimination statement, procedure required to apply for the job, and notification that such position shall be covered by this collective bargaining agreement.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

ARTICLE 12. WORKSPACE AND MATERIALS

Section 1. The University shall provide GWs, at no cost to the GW with access to University services, materials, equipment and facilities necessary to carry out their duties, including but not limited to: desk or office space (individual or shared), after-hours and weekend building access, library privileges, studio space, storage space, campus mail, office supplies including chalk and dry erase markers, office equipment, basic software and hardware, basic lab equipment, grading software, and audio/visual presentation equipment.

Section 2. Nothing in Section 1 precludes the University or the supervisor from determining what specific services, materials, equipment and facilities are best suited or adequate to carry out assigned duties. However, GWs may request specific services, materials, and facilities not provided pursuant to Section 1. If the supervisor denies such a request, the GW may discuss the denial with the department head.

Section 3. To the extent available and consistent with the requirements of the departments and University policy, GWs shall also have access to computers with internet access and printers within their respective building of work at no cost to them.

Section 4. With the supervisor's advance approval, the University shall reimburse GWs for required job-related materials, equipment, and services that are not otherwise provided to the GW by their department or program, including materials needed. Requests shall not be unreasonably denied.

Section 5. If a GW's University work location is to be moved or if there is a substantial alteration of the GW's workspace, the GW will be notified at least thirty (30) days before the move or alteration. If the move is due to an emergency and it is not possible to provide thirty (30) days' notice, notice shall be given as soon as possible. GWs shall not be expected to move or relocate materials or equipment into new spaces, other than their personal belongings.

Section 6. Remote work. GW's may work remotely in the following situations:

1. If requested by the GW and approved by the GW's supervisor. The GW's supervisor's decision is final and is not subject to the grievance and arbitration procedure. Requests shall not be unreasonably denied.
2. If required by the University, or;
3. If determined to be a reasonable accommodation following the University's ADA request process.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

The University shall provide 30 (thirty) days' notice to the termination of any remote work arrangement. It is recognized that GWs who are on approved remote work may need to physically come to campus periodically to perform work or attend meetings.

ARTICLE 13. WORKLOAD

Section 1. The workload for a full-time Graduate Worker (GW) shall not exceed an average of twenty (20) hours per week during the term of the GWs appointment. Given the professional nature of GW assignments, the specific hours in any week may vary from the average according to the needs of the employing unit, but will not unreasonably exceed twenty (20) hours, or the pro rata equivalent, in any given week.

Section 2. The University shall not assign job duties that the GW cannot reasonably perform within the allotted workload average as outlined in Section 1.

Section 3. Supervisors shall provide reasonable notice for the completion of tasks, taking into consideration relevant surrounding circumstances, including, but not limited to, grading, exam preparation and monitoring, instructional details for discussion sections or lab assignments, and/or any other material necessary for timely preparation. Supervisors will make every reasonable effort to accommodate GWs academic commitments when assigning tasks, and to schedule mandatory obligations during regular business hours (8:00 am to 5:00 pm). The parties recognize that the work of a GW cannot always be completed within standard business hours and may require evening and weekend work. GWs are encouraged to bring scheduling concerns to their supervisor and/or the Dean of Graduate Studies.

Section 4. Any work assignment, including but not limited to, preparation work, training, orientation, required meetings, required conferences and required office hours, shall be included in the total workload for the period of the appointment, including duties that occur outside the academic term.

Section 5. In the case of change of GW job assignment or the addition of another job assignment (i.e. another course, tutoring hours, overseeing directed research and/or Major Qualifying Projects (MQPs), etc.), any work completed in the original assignment will count toward the hour limit for the term.

Section 6. If a GW contends that the GW's workload exceeds the maximum required by the GW's assignment and can provide reasonable evidence to support their time commitment, the GW shall first discuss this with the GW's faculty supervisor (or department/program head, as appropriate) in an effort to resolve the matter. A Union representative may participate in this discussion if the GW desires.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

Section 7. If GW's concern is not resolved by the faculty supervisor or department head, the GW may submit a written Workload Review Request to the Dean of Graduate Studies, specifying the reasons supporting the GW's claim. Within seven (7) calendar days of receiving the request, the Dean of the Graduate Studies, or designee, will respond in writing.

Section 8. If the GW does not accept the decision of the Dean of Graduate Studies, the Union may appeal it in the form of a grievance submitted directly to the arbitration step of the grievance and arbitration procedures of this Agreement.

Section 9. For GWs whose assignment exceeds the number of assigned hours, pursuant to Section 1 above, the University will pay for additional hours already worked on a pro rata basis and either reduce the GWs assignment so as not to exceed an average of 20 hours per week, or its pro-rata equivalent, for the remainder of the term of the GWs appointment or with the consent of the GW, increase the workload specified in the appointment letter for a fractional appointment to include the additional hours of work or additional job descriptions and increase the GWs compensation commensurately; or implement another solution agreed upon by the University, the GW, and the Union.

Section 10. The University maintains the right to define academic expectations and degree requirements.

ARTICLE 14. INTELLECTUAL PROPERTY

Section 1. The parties recognize that as members of the WPI Personnel Community, GWs are included under the scope of the University's Intellectual Policy as may be amended from time to time.

Section 2. GWs shall be subject to and have rights under the WPI Policy on Research Conduct, as amended from time to time, in the same manner as other University employees.

Section 3. The University shall post its current intellectual property, commercialization, and patent policies on its web site.

Section 4. Prior to the University making any changes to the names of these policies, language of existing policies, or creation of any new policies, the University shall notify the Union of any such changes.

Section 5. GWs shall be entitled to Union representation during any disputes or during any investigations of a misconduct allegation.

Section 6. Retaliation against any GW who, in good faith, reports or who participates in the investigation of violations of policies referenced in this Article is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

conduct or participating in any proceeding under the WPI Policy on Research Conduct. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the WPI Policy on Research Conduct. Claims of retaliation based on filing a complaint of research or academic misconduct, in connection with their employment, or on participating in an investigation related to research and academic misconduct should be reported by the GW or by the Union on the GW's behalf to the Vice Provost for Research or their office. The University shall investigate all claims of retaliation promptly.

ARTICLE 15. PROFESSIONAL DEVELOPMENT

Section 1. The University and the Union agree that training and professional development opportunities are important to graduate students. The University will maintain support for training and professional development programs for GWs. Nothing in this Agreement will preclude the University from enhancing the training and professional development programs provided to GWs.

ARTICLE 16. TRAVEL

Section 1. The University shall directly pay preferred providers in advance, when this pre-payment is an option with these providers, for all authorized and approved lodging and transportation expenses, as well as directly paying for authorized and approved conference registration fees.

Section 2. Any authorized and approved expenses that cannot be pre-paid will be reimbursed in accordance with WPI travel policy, as such policy may be changed from time to time.

ARTICLE 17. TRAINING

Section 1. The University shall provide each individual appointed to a GW position with training that is needed to fulfill the GW's assignment. Such trainings will be at no cost to the GW and shall be considered part of the required workload of the GW.

The University will determine the content and delivery. The Union-Management Committee may make recommendations to the University for good-faith consideration.

Section 2. In keeping with the University's commitment to an inclusive culture, GWs are encouraged to avail themselves of the existing training courses and others that may be developed that address how to recognize and combat racism, ableism, bias, discrimination and harassment.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

For these courses and any other trainings, the University will determine the content and delivery. However, the Union-Management Committee shall be provided the opportunity to review the current training content and give feedback on the current and future training options. Such feedback will be considered in good faith by the University. The Union-Management Committee shall meet within ninety (90) days of ratification to discuss existing training content, possible refinements and suggestions for additional content/courses.

Section 3. All training pursuant to this Article shall be considered part of the GW's required workload.

Section 4. If a GW identifies additional training that can enhance their work, they may propose such training to the University for good-faith consideration. If approved, such trainings will be provided at no cost to the GW and shall be considered part of the required workload of the GW.

Section 5. The Union Management Committee may make recommendations to the University to address insufficient or overlapping training concerns brought to its attention by GWs.

ARTICLE 18. HEALTH & SAFETY

Section 1. WPI shall continue to make reasonable steps to ensure the safety and health of bargaining unit members in pursuit of their work as GWs. GWs will be provided with a safe University workspace and will not be required to work in conditions that pose an unnecessary threat to their health and safety. No GW will be required to act, nor will any GW act, in a manner which constitutes an unnecessary health or safety hazard. Toward that end, the University has policies in place to provide such a safe workplace; will maintain such policies during the life of this Agreement; and may improve such policies at its discretion.

The University shall observe all applicable health and safety laws and regulations and will take all reasonable steps necessary to assure GW health and safety. Such reasonable steps shall include but not be limited to providing training in the safe and proper use of equipment necessary for the work.

Section 2. Each building or workspace containing laboratory space will provide a standardized laboratory operating procedure, training, and/or new graduate worker orientation that denotes important building emergency and procedures as well as core facility and laboratory space management information.

Laboratory supervisors or their designee shall make training available to their GW employees that is specific to the laboratory or work environment in which the work is being conducted.

Section 3. If a GW works outside of University workspaces, other than local remote home locations, prior to the beginning of the assignment the University shall:

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

- 1) Provide the GWs with information about the Global Experience Office if GWs have work that takes them outside the United States. GWs will receive this information as soon as possible and no later than fourteen (14) days before travel dates. GWs should consult with the University's Global Experience Office prior to undertaking such work for information and advice about risks and safety.
- 2) Provide GWs performing field work in the United States information relevant to the safe performance of such work.
- 3) Make GWs aware of all available resources they may need for the successful completion of the work assignment, including how to access or obtain these resources in the location of the work assignment.

Section 4. Adequate first aid will be provided in appropriate locations. The University shall provide first aid information and training at no cost for all GWs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

Section 5. The University shall supply and maintain all appropriate equipment, tools, materials, and personal protective equipment (PPE) to GWs needed to carry out job duties safely as may be required by applicable occupational safety regulations, University policy, or Standard Operating Procedures. The Union-Management Committee referenced in Section 8 and Article 35, Union-Management may also make recommendations related to the supply and maintenance of all equipment, tools, materials, and personal protective equipment (PPE) for GWs. Such recommendations shall be considered by the University taking into account relevant factors, including cost, and shall not be unreasonably denied.

A GW may request prescription safety glasses from their supervisor A GW may request prescription safety glasses from their supervisor who shall consider such request in good faith and decide whether or not to grant the request taking into account relevant factors including cost. Such requests shall not be unreasonably denied.

Section 6. See Article 6 for disability accommodations.

Section 7. Workplace and Workstation Evaluations shall be provided by the University upon the request of either a GW, a group of GWs or a supervisor who believes that the nature of the work or workplace is exposing the GWs to health-related problems. The nature of these evaluations will be determined based on the work location (i.e., remote or on-campus) and the nature of the health-related risk, as agreed upon by the GW and supervisor or employing unit. While these are normally campus-based work station evaluations, a GW may request that Environmental Health & Safety (EH&S) conduct a virtual ergonomic review, and such request will be granted consistent with EH&S and University policies and practices.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

The University shall consider the recommendations in good faith and will make reasonable efforts to implement those recommendations. The University will also make reasonable efforts to incorporate currently accepted ergonomic practices and guidelines into new and existing workplace and workstation designs.

Section 8. The University will provide at least fourteen (14) calendar days' notice to affected GWs for any scheduled maintenance or construction project(s) in their immediate work area and/or building. The University reserves the right to conduct emergency repairs or requested maintenance as needed, not subject to the fourteen (14) calendar day notice period, and every reasonable effort will be made to provide advance notice to affected GWs.

Section 9. The parties to this Agreement pledge themselves to a cooperative effort in the area of health and safety founded upon good faith communication and discussion of problems, solutions, and prevention. The Union-Management Committee shall discuss matters relating to the health and safety of GWs in the workplace. The University shall endeavor to have representatives qualified to speak on the topics of interest at the meeting when the parties agree in advance on a particular agenda item for such meetings.

The parties agree that workplace health and safety includes concerns regarding mental health and social justice issues. The parties recognize that such issues are also being discussed, and will continue to be discussed, on a University-wide basis during the life of the Agreement and may result in specific recommendations for change. Such recommendations shall be brought at the next Union-Management Committee meeting prior to implementation

Section 10. All GWs are eligible for Worker's Compensation. In cases of injury to a GW while at work, the GW shall assist their Supervisor to file an Incident Report as soon as possible in accordance with University procedures. The GW shall file a Worker's Compensation claim with Talent & Inclusion in accordance with University procedures and state law.

Section 10. GWs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, using appropriate health and safety equipment provided by the University in accordance with standard operating procedures. Should a GW become aware of conditions they believe to be unhealthy or dangerous to their health and safety, the GW shall report the condition immediately to the supervisor, building manager, or the Environmental Health and Safety Department who shall investigate and take appropriate corrective action as needed. In cases where there is an imminent danger to the GW, they shall not resume their work until appropriate corrective action is taken. The University shall not retaliate against any GW for such reporting. The University shall endeavor to respond to safety and health reports within two (2) days or immediately given the circumstances.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM

The University will make an Employee Assistance Program available to GWs and their household members on the same basis that it is made available to faculty and other employees of the University.

ARTICLE 20. PAID 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

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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.

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.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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.

ARTICLE 21. 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
- 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

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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 22. VACATIONS

Section 1. Vacation days for GWs:

Salaried GWs shall receive a total of twelve (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.

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 23. 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

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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 semester 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.

ARTICLE 24. 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.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

ARTICLE 25. 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 26. FOOD SECURITY AND 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 27. TUITION

Section 1. The University shall waive all tuition for up to equivalent of full-time academic year enrollment (up to 18* 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.

ARTICLE 28. COMPENSATION

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 \$39,000.

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

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:

Minimum Stipend Effective 8/15/23	Minimum Stipend Effective 8/15/24	Minimum Stipend Effective 8/15/25	Minimum Stipend Effective 8/15/26
\$39,000	\$40,014	\$41,214	\$42,450

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

	2.6%	3.0%	3.0%
--	------	------	------

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 \$18.00/hour and hourly HRA GWs shall be paid a minimum of \$20/hour.

Hourly rate minimums will increase by \$0.33 in years 2 and 3, i.e., effective August 15, 2024, and August 15, 2025, and \$0.34 in year 4, i.e., effective August 15, 2026, of the 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.

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.

ARTICLE 29. 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.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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. GWs interested in enrollment in these supplemental benefits will work directly with the provider on enrollment and billing matters. If WPI extends a vision or dental premium subsidy benefit to other university employees during the life of this agreement, they will also be extended to salaried GWs.

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 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.

ARTICLE 30. CHILDCARE

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.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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, Sagamore Lab, and Unity Hall.

ARTICLE 31. 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 32. DISCIPLINE AND DISMISSAL

Section 1. The University shall not discipline a Graduate Worker (GW) without just cause.

Discipline may include written warnings, unpaid suspensions, or dismissal/discharge from employment from a GW appointment based upon job-related misconduct or job performance. Further, it is understood that the University may include with any discipline issued remedial measures with which the GW must comply.

Discipline for purposes of this Article shall not include performance evaluations or feedback.

Section 2: This article does not apply to determinations by the University to dismiss a graduate student from the University for academic reasons or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student cannot continue to serve as a GW.

Section 3. Notice of Discipline: The University will notify the GW and the Union in writing within one (1) day of the issuance of discipline. Such discipline may be challenged through the grievance and arbitration procedures of Article 33. Failure to notify the Union in this regard shall not be grounds for negating the disciplinary action.

Section 4. Dismissals and Unpaid Suspensions:

(a) Prior to the dismissal or unpaid suspension of a GW, the GW and the Union shall be provided with a written statement of the reasons for which dismissal or unpaid suspension is being considered. The notice shall include the nature of the alleged violation, the level of discipline contemplated, the right to a hearing and the right to Union representation. Upon request, the GW and Union shall be entitled to a copy of any investigatory report that has been prepared, although confidential information and witness statements may be redacted.

(b) Within ten (10) calendar days of receiving the written statement, the GW or the Union on the GW's behalf may request a hearing before the GW's department or

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

program head (or relevant Dean or designee(s) as determined by the University), which a Union representative may attend if the GW so desires. This hearing shall be held within ten (10) calendar days of the request. The GW and the Union representative shall be provided with an opportunity to respond to the reasons for dismissal or unpaid suspension.

(c) Within seven (7) calendar days of the hearing, the department or program head shall decide whether to dismiss or suspend the GW or not and notify the GW and the Union accordingly. If the decision is to dismiss, the dismissal will take effect immediately. If dismissal is not ordered, the department head may impose a lesser form of discipline or impose no discipline.

(d) A decision of the department or program head to dismiss a GW may within fifteen (15) calendar days be grieved directly to Step 2 of the grievance and arbitration process under Article 33 of this agreement. If the visa status of an international student is threatened by the dismissal of that student as a GW, the grievance may be filed directly to arbitration and the University and the Union shall expedite the grievance and arbitration process so that the grievance and arbitration process will be completed before the GW loses their visa status.

Section 5. The University may place a GW on paid administrative leave without prior notice in order to investigate allegations of misconduct or dereliction of duty that, in the judgment of the University, warrant relieving the GW from work duties or removing the GW from the premises. The decision of the University in this matter is not subject to grievance by the GW or Union. The Union will be notified of any such administrative leave within one (1) day. At the conclusion of the investigation, the University shall notify the GW and the Union of the results of the investigation and either initiate the discipline process or put the GW back to work if the term of the GW's appointment has not ended. If the term of the GW's appointment ends during a paid administrative leave, the paid leave will terminate as of the end of that term.

(a) Paid administrative leave shall not be considered discipline.

(b) If no disciplinary action is taken, no record of administrative leave will be placed in the GW's employment file.

ARTICLE 33. GRIEVANCE AND ARBITRATION

Section 1. A grievance is a claim by an individual GW, a group of GWs or the Union that the University has violated a specific term of this Agreement. Grievances shall be processed according to this Article.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

Section 2. The parties support the resolution of problems at the lowest possible level and, therefore, encourage, but do not require, informal discussions to resolve problems without the grievance procedure. The GW, and a Union representative if the GW so desires, may discuss the grievance with the GW's immediate supervisor at the time of the occurrence or at the time the employee learns of the occurrence in an effort to resolve the grievance. Mutually recognized resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 3. Step 1. If the grievance is not resolved through such informal discussion, it must be reduced to writing, dated, and presented to the department or program head and to the WPI Office of Talent and Inclusion within thirty (30) calendar days after the event(s) or after the grievant became aware of the event(s) giving rise to the grievance. The written grievance must describe the claimed contract violation and identify the provision of the Agreement allegedly violated and state the remedy requested. If requested, the department or program head will meet with the grievant(s) and the union representative. The department or program head shall provide a written response to the grievance within fourteen (14) calendar days following receipt of the written grievance. In the event an investigation is being conducted by the Office of Talent & Inclusion concerning the same actions, the time within which the written response must be served shall be extended by twenty (20) calendar days, provided interim remedial and/or supportive measures are imposed to protect the grievant from discrimination and retaliation if such measures are requested by the grievant(s). Such measures shall be discussed with the Union. If the grievance is against the department or program head, Step 1 may be filed with the relevant Dean or designee.

Section 4. Step 2. If the grievance is not resolved at Step 1, the grievant(s) may within fourteen (14) calendar days appeal to the Dean of the School. The grievant, representatives of the Union and the Dean or designee and University's representatives, as determined by the University, will meet within ten (10) calendar days of receipt of such appeal in an attempt to resolve the grievance. If the grievance is filed at Step 1 to the relevant Dean or designee per Section 3, the Union may appeal the grievance to the Dean of Graduate Studies. If the matter is not resolved, the Dean or designee will provide a written decision on the grievance within seven (7) calendar days of the meeting.

Section 5. Step 3. Arbitration:

- a) If the grievance is not resolved at Step 2, the Union may, within twenty-one (21) calendar days from receipt of the written step 2 decision, appeal the decision to arbitration by filing a demand for arbitration with the Labor Relations Connection or the American Arbitration Association (AAA).
- b) The parties agree to select an arbitrator pursuant to the rules of the Labor Relations Connection or the AAA.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

- c) The respective labor arbitration rules of the AAA or the Labor Relations Connection shall apply to the arbitration.
- d) The expense of such arbitration (cost of meeting room, if any, arbitrator's fee and expenses, and transcript cost, if any) shall be split equally between the parties.
- e) The parties shall make every reasonable effort to schedule arbitration hearings promptly.

Section 6. In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement, or to decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the GW whole for the remainder of the GW's appointment period in place at the time of the incident which gave rise to the grievance. The decision of the arbitrator shall be final and binding subject to statutory provisions.

Section 7. Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the GW and/or Union of the decision rendered and such decision shall be binding upon the GW and/or Union. Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the grievant(s) and/or the Union to proceed to the next step of the grievance process.

Section 8. By mutual written agreement, the parties may extend the time limits in this Article.

Section 9. Only the Union may appeal denial of a grievance to arbitration.

ARTICLE 34. 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:

- 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

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

- Identification Number
- Job title(s)
- FERPA waiver status/decision

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:

- 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 monthly.

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.

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,

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

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.

ARTICLE 35. UNION-MANAGEMENT COMMITTEE

The parties agree to establish a joint Union-Management Committee composed of up to four (4) members on each side. At the request of one of the parties, the Committee shall meet at least twice per academic semester (once in A, B, C, or D terms) to discuss matters affecting GWs covered by this Agreement and other related issues that are not the subject of an active grievance. Agendas shall be mutually agreed to at least seven (7) days prior to the meeting. Parties may choose at their own discretion to bring non-committee members to such meetings for any purpose related to that meeting's discussion topics. Not more than three non-committee members for each party will be invited to any meeting, and notice will be provided to the other party of invited guests at least two (2) days in advance of the meeting. The Committee may also convene at other times upon mutual agreement. Union representatives and non-committee members shall receive release time to attend such meetings.

ARTICLE 36. 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.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

Section 2. GWs who violate any of the provisions of this Article may be subject to disciplinary action by the University in accordance with Article 32, Discipline and Discharge. GWs who are disciplined or discharged shall be entitled to file a grievance against the disciplinary action pursuant to the Grievance and Arbitration Procedures of this Agreement, within twenty (20) business days of the action. If the Union subsequently files for arbitration, the parties agree to use best efforts to secure an arbitration date as expeditiously as possible.

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. If the Union, through its officials, performs its obligations as set forth in this Article, the University agrees that it will not file or prosecute any action for damages against the Union or its officials.

Section 4. The University agrees that it will not lock out unit members during the term of this Agreement or any extension thereof.

ARTICLE 37. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 38. DURATION

This Agreement shall take effect upon the ___ day of August, 2023 and shall expire on August 14, 2027.

8/15/2023 Tentative Agreement (Full Contract Draft)

This is a full draft of the Tentative Agreement. Both parties are continuing to review this document to ensure that it accurate with the tentative agreements for each article.

APPENDIX A