

**AGREEMENT BETWEEN**  
**UNIVERSITY OF MASSACHUSETTS LOWELL BOARD OF TRUSTEES**  
**AND**  
**GRADUATE EMPLOYEE ORGANIZATION LOCAL 1596 UAW**

September 1, 2008 — June 30, 2011

Negotiated by:

**University of Massachusetts Lowell MA**

John Giarusso

Dr. Partha Chowdhury

**Graduate Employee Organization**

Kathy Melish

Amy Provencal

Wei Xu

**Contents**

ARTICLE I. Recognition ..... 2

ARTICLE II. Union Security..... 3

ARTICLE III. Management Rights..... 5

ARTICLE IV. Non-Discrimination ..... 5

ARTICLE V. Union Representation ..... 5

ARTICLE VI. Grievance Procedure and Arbitration ..... 7

ARTICLE VII. Discipline and Discharge ..... 8

ARTICLE VIII. Job Descriptions and Job Postings ..... 8

ARTICLE IX. Appointments ..... 9

ARTICLE X. Workload and Work year ..... 10

ARTICLE XI. Retrenchment ..... 11

ARTICLE XII. Health and Safety ..... 13

ARTICLE XIII. Stipends, Tuition, Fees and Benefits ..... 13

ARTICLE XIV. Health Insurance ..... 14

ARTICLE XV. Intellectual Property Rights ..... 14

ARTICLE XVI. Separability of Provisions ..... 15

ARTICLE XVII. Appropriation by the General Court ..... 15

ARTICLE XVIII. Duration ..... 16

APPENDIX I--- Stipend Table ..... 17

APPENDIX II--- Definition of TA/RA Stipend Levels ..... 17

APPENDIX III---University of Massachusetts Intellectual Property Policy ..... 17

APPENDIX IV---Union Dues Deduction Form ..... 17

APPENDIX V--- Qualified Reduction ..... 17

## **AGREEMENT**

AGREEMENT, made and entered into as of September 2007 between the University of Massachusetts Lowell, Massachusetts (hereinafter called the "University") and the International Union United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local 1596 (hereinafter called the "Union").

### **ARTICLE I. Recognition**

- 1.01. The University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) as the sole and exclusive collective bargaining agent for wages, hours and all other conditions of employment for all graduate employees in teaching and research assistant positions as defined in section 1.03 of this Agreement Case No. SCR-2215.
- 1.02. It is mutually agreed that the term "employees" for the purpose of this Agreement includes all personnel working in the bargaining unit as defined in Sections 1.01 and 1.03 of this Article I.
- 1.03. Definitions:
  - a. Teaching Assistant (TA) - A graduate student employed on a salaried basis who is assigned to one or more of the following responsibilities:
    - (i) Coordinate, lead or assist in the instructional process in preparation and direct interaction with students in lab, discussion, quiz, examination, or problem sessions.
    - (ii) Provide tutoring and student consultation periods.
    - (iii) Grade homework, papers, reports, and other work assigned to the enrolled students of a course.
    - (iv) Grade and proctor course examinations.
    - (v) Prepare experiments and set up/dismantle laboratory materials and equipment for lab sections.
    - (vi) Other work of a professional nature.
  - b. Research Assistant (RA) - A graduate student who is employed on a salaried basis to perform work related to academic research or other work of a professional nature, including but not limited to, the gathering and analysis of data, the development of theoretical analysis and models, the production or publication of scholarly journal and research reports, which are for the benefit of the university, its faculty, centers, institutes, or academic staff supervisor, or a granting agency, and is secondarily for the graduate student employee's own research. Graduate students may be employed to perform research work not directly related to their own research.

- c. Teaching and Research Assistants are only to perform the work described above. TAs and RAs are not to be assigned any other responsibilities including, but not limited to, clerical, secretarial, custodial, warehousing and janitorial maintenance. TAs and RAs may be asked to perform clerical or secretarial tasks only if such tasks are directly related to a course section or research to which the TA/RA has been assigned for the duties described above. TAs and RAs may be asked to perform janitorial or custodial work only if the situation presents a danger to students of the course section, which the TA/RA is assigned to (e.g. broken flask in a chemistry lab). TAs and RAs are not to be required to purchase food for, or clean up after any departmental or university function.

Graduate Assistant. “A graduate student who is employed on a salaried basis to perform work that is primarily administrative, rather than teaching or research, as described in (a) and (b) above. Examples of administrative work include: assisting faculty and deans with orientations for new students, departmental tours for visitors, scheduling, administering and compiling course evaluations, and preparing promotional materials, or working in the Department of Athletics” Effective September 1, 2005 the University may hire up to 20% of all incoming master’s students in the bargaining unit. Graduate Assistants will be provided one-year contracts and would be eligible to apply for TA or RA positions.

## **ARTICLE II. Union Security**

- 2.01. Any employee who is a member of the Union as of the effective date of this Agreement shall, as a condition of employment, maintain his/her membership in the Union. Any employee who is not a member of the Union on the effective date of this Agreement shall become a member or an agency service fee payer on the thirty-first (31st) day following the effective date of this Agreement or date of employment, whichever is the later, and shall, as a condition of employment, maintain his/her Union membership. Those who elect not to join the Union are required to pay an agency fee equivalent in amount to that of Union Dues. For all purposes of this Agreement, membership in the Union shall be deemed to have been maintained if an employee has not failed for a period of one (1) month to pay regular dues as provided in the Union's Constitution and Bylaws or the equivalent as agency fees. The name of any employee whose union dues or agency fees are delinquent for one (1) month or more shall be reported by the Union in writing to the University and the employee; and, if such delinquencies are not paid by such member within fourteen (14) calendar days after such notice, such member shall be deemed as not having maintained his/her Union

- membership within the meaning of this Agreement and shall be dismissed. Upon payment of delinquent dues the individual shall be eligible for reinstatement.
- 2.02. Check-Off. The University will deduct from the wages of the employees in the bargaining unit dues or agency fees, reinstatement and initiation fees upon presentation of standard UAW Authorization Forms as set forth in Appendix III. The deductions will continue until terminated by the employee, and will automatically be reinstated after any period when the employee is not under contract (e.g. summers).
  - 2.03. Deductions shall be made from the appropriate payroll period each month and deductions shall be remitted to the designated financial officer of the Union not later than the tenth (10th) day of the following month. The University shall furnish the designated financial officer of the Union with an alphabetical list of all those for whom Check-Off Authorization Forms have been delivered, specifying the amount deducted for each or the reason why no deduction was made.
  - 2.04. The University will give each employee in the bargaining unit a copy of the Agreement in force at the time. The Union and the University will share the cost of printing the Agreement equally. The University will notify all new employees that the Union is the certified bargaining representative for all employees in the bargaining unit and is so recognized by the University.
  - 2.05. The Union shall indemnify and hold the University harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the University in making payroll deductions of Union membership dues, agency fees, reinstatement or initiation fees made pursuant to the provisions of this Article, and agrees it will not institute any grievance and/or arbitration on behalf of any TA/RA affected. It is specifically agreed that the University assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union agrees to defend the University in any litigation arising under this provision.
  - 2.06. The University will explain the check-off arrangement between the University and the Union at the time of hiring new employees and afford them an opportunity to sign authorization forms furnished by the Union.
  - 2.07. Official Union Representatives shall be given time to speak and space for materials at the fall orientation program and graduate registrations for TAs and RAs.
  - 2.08. The University and Union representatives shall conduct a training session on the provisions of the Agreement that require departmental cooperation. Each TA and RA Supervisor, including Department Chairpersons, Graduate Coordinators, Center Directors, Principal Investigators and College Deans shall be invited to the training. The training session shall be held once per academic year. The parties agree that the training is important to the implementation of the contract. The Union and the Administration will endeavor to ensure that the department individuals are fully aware of contract obligations

### **ARTICLE III. Management Rights**

- 3.01. The right to enact University policies, rules, and regulations that are not in conflict with this agreement.
- 3.02. The right to hire, promote, suspend, discipline, transfer or discharge for just cause all employees and determine their qualifications in accordance with Section VII of this agreement.
- 3.03. The right to relieve employees from duty because of lack of work, legislative budget reductions, financial constraint, reduction in externally funded faculty research activity, or other proper reasons in accordance with Section XI of this agreement.
- 3.04. The right to determine financial policies, budgetary preparation and submission including accounting procedures.
- 3.05. The University will discuss with the Union-University Committee any changes in the rules before they are put into effect.

### **ARTICLE IV. Non-Discrimination**

- 4.01. The University shall not discriminate on the basis of race, native language or dialect, gender, color, religion, marital status, parental status, national origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, or Union affiliation and/or activities.
- 4.02. To assure effective support services, foster good communications and better understanding between the University and its international graduate employees, the University shall convene two meetings yearly between the University and the Union that will include staff from the International Student Office.

### **ARTICLE V. Union Representation**

- 5.01. The Union shall be represented by a Union Committee composed of stewards and unit officers who shall be employees of the University. The Union Committee shall handle grievances and contract negotiations.
- 5.02. All Union Committee members will be selected in such manner as may be provided by the Constitution and Bylaws of the Union.
- 5.03. The Unit Officers shall represent the Local Union at the third step and subsequent steps of the Grievance Procedure and at any special meetings with the University. A representative from the Local and/or the International Union may also participate in such meetings.
- 5.04. The investigation and processing of grievances during the various steps of the Grievance Procedure and contract negotiations must take place during scheduled working hours. The official Union representative(s) shall not lose any contractual benefits or pay in the course of their union and contractual duties.

- 5.05. Additional meetings between the Union and University may be established by mutual agreement for the purpose of discussing problems. The party calling the meeting shall submit to the other party an agenda.
- 5.06. In the event of change in the number of departments and/or the contraction or increase in the working force, the Union shall have the right to proportionally reassign stewards within the unit.
- 5.07. Effective September 2009, the University shall provide two full time assistantships (18 hours stipend and 9 credits instate tuition and fee waiver/semester for Massachusetts resident or 18 hours stipend and 9 credits out-of-state tuition waiver/semester for non-resident) to unit officers to conduct Union business. Alternatively, Union business may be divided among three (3) unit officers, two (2) full time assistantships at eighteen hours per week with tuition waiver (9 credit instate tuition and fees per semester or 9 credit out-of-state tuition/semester).
  - a. The University also agrees to pay the sum of one thousand dollars per semester for up to two additional assistants.
  - b. Effective September 2010, the Union will cease dividing assistantships between three officers. The two full time assistantships shall be given to the President and Vice President. The University agrees to provide an additional \$1,000 stipend each semester for a Union Steward.
- 5.08. The University shall provide a private office for the Union on campus. The Union shall have access to campus mail, campus e-mail, a network connection, campus phones (long distance charges to be paid by the Union), account numbers to be used to charge supplies and service (to be paid for by the Union), standard maintenance services for the office, and University space for GEO meetings and events. The Union shall have access to space on a bulletin board in each department that employs TAs and RAs, and at other major university locations agreed to by the Union and the University.
- 5.09. Upon request, the University shall provide to the Union any information readily available and as provided for in MGL Chapter 150 E, except where the University is otherwise required by statutes to maintain confidentiality that is needed for grievance handling, collective bargaining and contract administration.
- 5.10. Representatives of the University Administration shall meet with the Union at mutually agreed upon times to discuss matters of concern. Such meetings shall occur by mutual agreement, as needed. The Union shall be notified and may attend open University discussions and meetings concerning matters related to the Union and graduate assistants. Such concerns include, but are not limited to, a change in the number of TAs and RAs for a given semester or year, a change in the number of TAs and RAs within various colleges, University budgetary concerns or plans that impact the graduate school and potentially impact TAs and RAs, and a change in the University's method for determining which departments and colleges receive higher funding for graduate assistants, etc.

## **ARTICLE VI. Grievance Procedure and Arbitration**

- 6.01. In the event that differences arise with respect to any condition of employment or to the meaning or application of this Agreement, an earnest effort shall be made to settle such differences promptly in the following order and manner:
- a. STEP I: The assistant shall discuss, with or without the Union with intent to resolve, the matter with the immediate supervisor no longer than thirty (30) school days after the incident giving rise to the grievance. If no satisfactory solution is reached,
  - b. STEP II: The Union shall prepare a written grievance within ten (10) school days of written notice from the assistant. The grievance will state all the facts relied upon and identify the contractual provision(s) breached including the complaint and document any discussion, and include a remedy for the appropriate department chairperson/head/center director, who shall respond within ten (10) school days with a written solution for the grievance. If the solution is unsatisfactory, or if no written response is received within (10) school days, the Union may,
  - c. STEP III: Submit the grievance to the Assistantship Committee within ten (10) school days. This committee shall consist of the Vice Provost for Graduate Education (Chair), the grievant's College Dean, Chairperson/Head/Center Director, Department Graduate Coordinator, President of the Graduate Student Association (or his/her designee who is not a member of the bargaining unit) and other people whom the Provost may wish to appoint. The Vice Provost for Graduate Education shall convene a grievance hearing within ten (10) school days of receipt of the complaint.
    - (i) The Union and University may bring such witnesses or evidence as necessary.
    - (ii) The Vice Provost for Graduate Education shall issue a decision within three (3) school days of the hearing.
  - d. STEP IV: If the Union is not satisfied with the University's response at Step III, it may submit the grievance to the Provost or his/her designee. The Provost or his/her designee shall respond in writing to the Union within ten (10) school days of receipt of the grievance.
  - e. STEP V: If the Union is not satisfied with the University's response at Step IV, it may refer the matter to arbitration.
- 6.02. In the event the Union decides to appeal an unresolved grievance to arbitration, the Union will notify the University in writing of its intent to arbitrate within thirty (30) days of the Step IV University written disposition.
- 6.03. The matter for arbitration may be submitted to the American Arbitration Association to administer the selection of an arbitrator or to another mutually acceptable arbitrator, in accordance with its then prevailing rules.

- 6.04. The arbitrator shall not have the right or authority to add to, subtract from or alter any of the provisions of this Agreement. The arbitrator's decision, within his/her jurisdiction, shall be final and binding on both parties and the employee involved.
- 6.05. The cost of arbitration shall be borne equally between the University and the Union. Should either party request a transcript of any proceeding before the arbitrator, the cost will be borne entirely by the party making the request for the transcript.
- 6.06. The Union, where appropriate may initiate grievances concerning terminations, discharge and policy at Step III. Policy grievances are those grievances, which affect the Union as a whole.
- 6.07. Time limits may be waived by mutual agreement.

**ARTICLE VII.      Discipline and Discharge**

- 7.01. Any Assistant may be disciplined, suspended without pay or discharged for just cause by the department.
- 7.02. Definitions of just cause for the purposes of this Agreement:
  - a. Failure to maintain good academic standing in accordance with Graduate School policies.
  - b. The Assistant's withdrawal from the appropriate graduate department or assigned program.
  - c. Failure to perform duties and/or responsibilities in an acceptable manner.
  - d. Gross misconduct
  - e. Acceptance of other employment by Assistant without permission
  - f. Failure to maintain full-time, fully matriculated status.
- 7.03. Individuals dismissed for failure to perform their duties in an acceptable manner will be ineligible for future reappointment as TAs or RAs, unless such dismissal is overturned through the grievance and arbitration procedure of this Agreement.

**ARTICLE VIII.      Job Descriptions and Job Postings**

- 8.01. Every position shall have a written job description, which shall be consistent with the definition of assistantships provided for in Section 1.03 of this Agreement. Such descriptions shall include the hours and location of work the department, clear and specific duties and responsibilities, duration of the job, the immediate supervisor, and any qualifications required for the job. The job description shall state whether candidates outside the department are eligible.

- 8.02. Only job descriptions approved and funded by the Dean of the College and Department Chairperson/Head/Center Director/Principal Investigator will be posted. Once a position is approved and funded, it will be posted.
- 8.03. All jobs shall be posted in a timely fashion in each Department/Center with graduate employee funding, the GSA office and College Dean offices, and other information centers.
- 8.04. Copies of all postings shall be mailed to the Campus Union office.
- 8.05. Job postings shall include a summary of all information included on the job description, and a deadline for application.
- 8.06. The Assistant shall be provided by Department Chairperson/Head/Center Director/Principal Investigator with a copy of their contract specifically stating their job responsibilities, at the time of signing the appointment contract. The Assistant and his/her supervisor will sign the copy of the description, signifying their understanding of the roles and responsibilities therein.

#### **ARTICLE IX. Appointments**

- 9.01. In order to be considered for a posted position, employees must submit an application to the hiring Department/Center Director/Principal Investigator by the deadline specified on the job posting.
- 9.02. Appointments to positions shall be made upon the recommendation of the appropriate Department/Center Director/Principal Investigator and the College Dean. TA/RA contracts must be signed in the following order:
  - a. Department Chairperson/Center Director
  - b. College Dean
  - c. Provost or designee
  - d. Teaching/Research/Graduate Assistant

Offers of employment are not to be made until the authorized signatures of a, b, and c above have been obtained. The College Dean has the right to revoke such offers of employment if the eligibility criteria (Section 9.04) are not met. Once the TA/RA/GA has signed the contract, it may not be altered without the express written consent of the individual and the College Dean. Such contracts are deemed final and binding only upon signature by all four(4) parties above, except under conditions of declared university financial constraint, in which case provisions within Retrenchment Article XI, shall apply

- 9.03. The ASSISTANT must be registered full-time and be fully matriculated for each semester he/she holds the assistantship, unless specifically exempted from this regulation by the Provost or designee. Students with incompletes, F's, U's or a cumulative grade point average under 3.0 on their official transcripts are ineligible to hold TA/RA/GA's. TA/RA supervisors must meet with TAs RAs, and GAs once

- each semester and provide them with an oral and written evaluation of their performance.
- 9.04. A matriculated doctoral student shall be eligible to hold TA/RA for the duration of his/her doctoral career, contingent on the doctoral student's continued need, and satisfactory performance as well as the availability of funds
  - 9.05. Master's level graduate students shall be eligible for a semester or an annual TA appointments for a period which normally will not exceed, but shall not be limited to two years (four semesters). A TA RA, who is employed as a Union steward shall be exempt from the above limitation on the duration of employment during the period when the TA or RA is employed as a Union steward. Renewal of TA/RA employment during these periods shall not be withheld unless there is just cause as defined in Article VII of this agreement for termination or non-renewal, or unless provisions of Article XI Retrenchment, apply.
  - 9.06. The parties agree that it is in the best interest of the student and the University to give as much notice as possible regarding the initial TA or GA appointment. Consideration shall be given to funding, and program needs as well as to the needs of the student.
  - 9.07. Reasonable notice of reappointment, and termination of appointment shall be given, but in any event, no later than:
    - a. Notice by October 15 for reappointment in the Spring semester.
    - b. Notice by June 1 for reappointment in the Fall semester, subject to availability of funds.
  - 9.08. Employees shall make all reasonable efforts to give at least thirty (30) days notice of termination to College Dean.

#### **ARTICLE X. Workload and Work year**

- 10.01. The Assistant workload distribution shall be determined by the department chairperson/head/center director/ principal investigator or his/her designee with approval of the college dean.
- 10.02. The work year shall consist of two discrete employment periods corresponding to the fall and spring semesters beginning with the first day of classes and ending with the last day of final examinations as defined by the University Registrar's Office. In the graduate School of education, the assignment of TAs and RAs shall conform to its instructional calendar. The Administration will send out a notice of exact dates each semester.
- 10.03. The workweek shall be eighteen (18) hours for full assistants and nine (9) hours for half assistants during the fall and spring semester employment periods. By mutual agreement, work may be distributed differently between fall, spring, and summer sessions.
  - a. Summer session refers to departments, and currently, the Graduate School of Education, which operates on a trimester schedule. This section does not include the work period which may extend into or begin during the traditional summer months.

- 10.04. The Assistant may hold other employment during the fall and spring employment periods if in compliance with policies governing University employment. TA's and RA's additional employment during the specified fall and/or spring employment periods will be paid at hourly rates prorated from their current TA or RA stipend, if such work responsibilities are consistent with the TA/RA regular duties. All other duties, including part-time teaching shall be compensated at University rates for such work.
- 10.05. There are no TA or RA contractual obligations during the intersession (between fall and spring semesters), during the one week break during the spring semester and during the summer months, except for TAs from the Graduate School of Education who may be employed according to its instructional calendar.
- 10.06. Students who hold TAs and RAs during the contractual employment period may hold additional employment during the intersession, spring break and during the summer at hourly rates determined by their employers.
- 10.07. Assignments to graduate student employees will be such that they can be reasonably expected to discharge them within the number of hours specified in the individual's contract. Significant changes in features of a graduate student employee's workload (such as class size, number of sections or courses taught, or number of students advised) shall be structured in a way as not to increase the graduate student employee's contract (e.g. switching from essay to multiple choice, adding graders). The department chair shall discuss any such restructuring with the graduate student employee(s) involved. Department-wide changes shall be discussed with all affected graduate student employees.

## **ARTICLE XI. Retrenchment**

- 11.01. The term "Retrenchment" as used in this Agreement means the laying off of or the non-reappointment of any unit member within the normal employment period because of financial constraints in state funding, or reduction, curtailment, modification or discontinuance of programs, and/or substantial declining enrollment or declining enrollment in a context of financial constraint, and does not mean termination
- 11.02. General Provisions
  - a. The parties recognize that intelligent planning to avoid retrenchment is essential as a matter of efficient management: the furtherance of reasonable expectations of employment security for unit members.
  - b. The Chancellor or his/her designee shall meet in advance to discuss with the Union any proposed changes referenced in 11.01 above which lead to a reduction in Unit size.
  - c. Before implementing Retrenchment, the University may initiate a program of early graduation incentives for unit members. Such programs may include continued waiver of tuition and fees, or other packages to be agreed upon.
  - d. The Chancellor or his/her designee shall demonstrate financial constraint and shall provide the Union with accurate information,

statistics or financial data related to any change or plan. It is understood, however, that this obligation shall not impose upon the University the requirement to compile information and statistics in the form requested unless such data is already compiled in that form.

- e. Where a demonstrable bona fide financial constraint seems to require the retrenchment of an employed Unit member, the order of Retrenchment, Section 11.04, shall be used.
- f. When retrenchment is implemented, no more than 20% of Full Time Equivalent (FTE) TAs and RAs, shall be reserved for new student appointments

11.03. General Reassignment -- All Unit Members: Whenever it shall have been determined to be necessary to retrench any Unit member, such member shall, if possible, first be offered reassignment to a position with another department of the University whenever said member is qualified for such reassignment.

11.04. Order of Retrenchment: If all reasonable efforts to find alternatives to retrenchment are exhausted and retrenchment is required as a last resort, the order of retrenchment shall be as indicated below

- a. Departments that do not offer a Doctoral Degree: Master's level graduate students shall be eligible for semester or annual TA appointments for a total period of two years (four semesters). Students so appointed, if eligible, may be offered reappointment after the first year before appointments are given to newly matriculated master's level graduate students. When retrenchment is deemed necessary it shall be carried out in the following order of academic and employment history:

- (i) TA/RA previously or currently under contract with less than one year as a matriculated master's student.
- (ii) TA/RA previously or currently under contract with one, but less than two years as a matriculated master's student.
- (iii) Where two or more candidates have equal priority in terms of academic history, the TA/RA with the longest employment history will be retained.
- (iv) Where academic and employment history are equal, section 11.04c will apply.

- b. Departments that offer a Doctoral Degree: Graduate TAs and RAs who have been employed for one or more semesters within the normal employment period may be offered reappointment (if eligible) before any TA/RA employment offers are made to newly matriculated graduate students. When retrenchment is deemed necessary it shall be carried out in the following order:

- (i) TA/RA previously or currently under contract with less than one year as a matriculated master's student or a TA/RA previously or

currently under contract with less than one year as a matriculated doctoral student.

- (ii) TA/RA previously or currently under contract with one, but less than two years as a matriculated master's student.
- (iii) TA/RA previously or currently under contract with one, but less than two years as a matriculated doctoral student
- (iv) TA/RA previously or currently under contract with two, but less than three years as a matriculated doctoral student.
- (v) TA/RA previously or currently under contract with three, but less than four years as a matriculated doctoral student.
- (vi) Where two or more candidates have equal priority in terms of academic history, the TA/RA with the longest employment history will be retained.
- (vii) Where academic and employment history are equal, section 11.04c will apply.

- c. Additional Criteria for Retrenchment: Grade point average, progress in research, publications and performance on qualification exams are some additional criteria that a department may use to retrench a subsection of a certain class of employees as listed in 11.04 a and b.

11.05. Order of Recall: Employees shall be recalled to the same or comparable positions in reverse order of lay off.

11.06. A good faith effort will be made to provide appropriate notification to affected members prior to retrenchment.

## **ARTICLE XII.      Health and Safety**

12.01. The University will make all reasonable efforts to ensure the health of employees and to maintain the safety and comfort of the workplace. A Union-University Joint health and safety committee composed of equal representatives will be established to oversee the formulation and enforcement of rules and guidelines for maintaining a safe and healthy workplace.

## **ARTICLE XIII.      Stipends, Tuition, Fees and Benefits**

13.01. To the extent that the cost items contained in this agreement, are contingent upon additional, specific, complete, and identifiable appropriation by the General Court, they shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws.

13.02. Except as provided below the stipends, tuition, fee schedules and other benefits currently in effect shall remain in full force and effect for the duration of this

Agreement. Unit Members will not be subject to fee increases during the duration of this contract.

- 13.03. The University agrees to reduce current agreed upon out-of-state student fee by 25% percent for GEO members. In accordance with Appendix of the agreement.
- 13.04. Except as noted above in sections 13.02 and 13.03, effective September 1, 2009 the out of state fees for all TA/RA's required to pay such shall be reduced by 50%.
- 13.05. Effective September 1, 2010 the out of state fees for all TA/RA's required to pay such shall be reduced by 75% of the September 2008 amounts
- 13.06. Effective September 1, 2011 the out of state fees for all full time TA/RA's shall be eliminated.
- 13.07. Effective September 1, 2009, all newly appointed half time TA/RA's shall be eligible for one half the qualified reduction.
- 13.08. Effective September 2011 any half time TA/RA's employed as such prior to July 1, 2009 shall be eligible for one half the qualified reduction.
- 13.09. All Massachusetts in-state resident teaching and research assistants will be exempt from paying the qualified reduction (9 credits of in-state tuition and fees per semester) while under the contract.
- 13.10. Except as provided above, all non-resident out-of-state teaching and research assistants will be exempt from paying 9 credits of out-of-state tuition per semester while under the contract.
- 13.11. Effective September 1, 2009 each returning bargaining unit member who has received a rating of Satisfactory or higher in his/her most recent evaluation shall be eligible for an increase in his/her stipend of 1% of their prior year's stipend.
- 13.12. Effective September 1, 2010 each returning bargaining unit member who has received a rating of Satisfactory or higher in his/her most recent evaluation shall be eligible for an increase in his/her stipend of 3%. All increases are subject to satisfactory performance
- 13.13. Effective September 1, 2011 each returning bargaining unit member who has received a rating of Satisfactory or higher in his/her most recent evaluation shall be eligible for an increase in his/her stipend of 3%. All increases are subject to satisfactory performance
- 13.14. Effective September 1, 2010, The University shall develop a salary range for levels 2 and 3 of the salary scale.

#### **ARTICLE XIV. Health Insurance**

- 14.01. Effective September 1, 2008 the University agrees to pay seventy-five percent (75%) of the cost of an individual health plan available to all bargaining unit members through the university. Individuals on a one semester contract will be eligible for a pro-rated deduction based their term of employment. Individuals hired only for the fall semester shall be eligible for an amount equal to 30.75% of

the annual premium. Individuals hired only for the spring semester shall be eligible for an amount equal to 44.25% of the annual premium.

- 14.02. Effective September 1, 2009 the University agrees to pay eighty percent (80%) of the cost of an individual health plan available to all bargaining unit members through the university. Individuals on a one semester contract will be eligible for a pro-rated deduction based their term of employment. Individuals hired only for the fall semester shall be eligible for an amount equal to 32.8% of the annual premium. Individuals hired only for the spring semester shall be eligible for an amount equal to 47.2% of the annual premium.

#### **ARTICLE XV. Intellectual Property Rights**

- 15.15. RAs And TAs who are engaged in research which contributes to publication or the development of commercialized intellectual property shall have their work attributed, and be entitled to property rights as outlined in UMass Board of Trustees Policy T960-040 (Appendix VIV).
- 15.16. Participation agreements, non-disclosure agreements, confidentiality agreements, restrictions on publication, and any other legal obligation affecting ownership and publication must be presented to the employee at the time of signing an appointment contract.
- 15.17. For Research Assistants with contracts funded by non-governmental corporations, the University will present the Research Assistant with specific written restrictions on publications with twenty-five (25) working days from the day of the semester hiring. The Research Assistant may decide to break the contract at this time with no financial penalty. To the extent alternate funding is available, the University will appoint the employee to a different Teaching or Research Assistantship.
- 15.18. The University must present the employee with separate written notice about the right to declare prior existing work before signing an appointment contract.

#### **ARTICLE XVI. Separability of Provisions**

- 16.19. Should any provision of this Agreement become invalidated by existing or future laws, order, rules and regulations by State and Federal Government, they shall not affect any other provision of this Agreement. However, the University and the Union shall meet and negotiate a satisfactory substitute for the provision invalidated.

#### **ARTICLE XVII. Appropriation by the General Court**

- 17.20. This Agreement shall remain in full force and effect until midnight June 30, 2011 provided, however, that nothing contained herein shall be deemed to impose on the Board of Trustees any obligation the discharge of which may require the expenditure of moneys for which an appropriation may be required to be sought pursuant to General Laws Chapter 150E, Section 7, as amended, until such time as such appropriation shall have been duly made by the General Court pursuant to the said provision of the General Laws, and until such time as moneys so appropriated in the amounts requested by the Board of Trustees pursuant to said Section 7 shall have been allocated to the appropriated accounts of the University; and provided that, notwithstanding the foregoing, whenever the General Court shall not have acted pursuant to the said provision, or whenever such moneys have not been so allocated and the Trustees shall have moneys allocable to the discharge of any obligation herein contained and such moneys shall have been allocated in the Trustees discretion, such obligation shall be discharged in such measure as such moneys so allocated shall permit.
- 17.21. Nothing herein shall discharge the Commonwealth from any obligation of contract.

**ARTICLE XVIII.     Duration**

This Agreement shall remain in force and effect until Midnight June 30, 2012 and thereafter for successive periods of one (1) year each unless notice is giving in writing either by the Union or by the University to the other party not less than one hundred eighty (180) days prior to the expiration date of any such period of the desire to modify, amend or terminate this Agreement. This Agreement shall be binding on and insure to the benefits of the parties hereto, their successors and assigns.

This Agreement is entered into on this the     day in the month of,             200.


For the Union

For the University

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_

## APPENDIX I--- Minimum Stipends Table

 University of Massachusetts <b>UMASS Lowell</b>	UNIVERSITY OF MASSACHUSETTS LOWELL One University Avenue Lowell, Massachusetts 01854							
<b>Graduate Employee Organization Pay Schedule</b>								
Sept 2009 Thru	<b>Academic Year</b>		<b>One Semester</b>		<b>Academic Year</b>		<b>One Semester</b>	
	<b>Full-time</b>		<b>Full-time</b>		<b>Part Time</b>		<b>Part time</b>	
	<b>18 hrs per week</b>	<b>biweekly</b>	<b>18 hrs per week</b>	<b>biweekly</b>	<b>9 hrs per week</b>	<b>biweekly</b>	<b>9 hrs per week</b>	<b>biweekly</b>
	<b>Total Stipend</b>	<b>if 19 ppds</b>	<b>Total Stipend</b>	<b>if 8 ppds</b>	<b>Total Stipend</b>	<b>if 19 ppds</b>	<b>Total Stipend</b>	<b>if 8 ppds</b>
<b>*Table 3 Step 1</b>	\$13,008.04	\$684.63	\$6,504.03	\$813.00	\$6,504.03	\$342.32	\$3,252.01	\$406.50
<b>*Table 3 Step 2</b>	\$14,780.27	\$777.91	\$7,390.14	\$923.77	\$7,390.14	\$388.95	\$3,695.06	\$461.88
<b>*Table 3 Step 3</b>	\$16,029.21	\$843.64	\$8,014.60	\$1,001.83	\$8,014.60	\$421.82	\$4,007.30	\$500.91

*\*Ranges may be established, Table 3 is the minimum stipend*

## APPENDIX II---Definition of TA/RA Minimum Stipend Levels

1. Level 1 stipends are for master's degree or first year doctoral students.
2. Level 2 doctoral stipends are awarded to:
  - a) Matriculated doctoral students who have demonstrated satisfactory degree progress after their first year and have been recommended by department/college reviewing authorities;
  - b) New doctoral students holding the master's degree; or
  - c) New doctoral students with special achievements upon recommendation by the college dean.
3. Level 3 doctoral stipends are only awarded to students who have passed all area and language examinations (oral and written), who have completed all course work, successfully defended their research proposal(s), and who are registered full-time for dissertation research.
4. The specified stipends are the minimum that can be offered for the various TA/RA levels as defined above. Higher stipends can be offered based on market conditions and budgetary availability.

## [APPENDIX III---University of Massachusetts Intellectual Property Policy](#)

click on above hyperlink to be directed to the Intellectual Property Policy

## [APPENDIX IV---Union Dues Deduction Form](#)

click on above hyperlink to be directed to the Union Dues Deduction Form

APPENDIX V –Qualified Reduction

**TA/RA/GA Waivers *estimated* for the academic year 2008-2009**

***The information below reflects the pricing structure at the 9 credit level for Graduate classes offered through the Graduate School and NOT through Continuing Studies.***

***In-State Students:***

100% of the tuition and fees are waived

***New England Regional Students:***

100% of the tuition and fees are waived

These students are out-of-state students that come to UML due to a state college/university in their home state not offering the degree program in which they plan to obtain their degree in.

UML has approved the billing at the in-state rates for the fees and at a rate of 150% of the in-state tuition.

***Out-of-State and International Students:***

100% tuition waiver

The pricing structure for 2000 – 2001 and for 2008 – 2009 per semester is as follows:

<u>2000 – 2001</u>		<u>2008 – 2009</u>	
Accident Insurance	\$13.00/semester	Accident Insurance	\$17.00/semester
Student Union	\$18.00/semester	Student Union	\$18.00/semester
Operating Fee	\$1104.39/semester	Operating Fee	\$5267.51/semester
Tuition	\$3101.67/semester	Tuition	\$3212.64/semester

According to the information received to date the student is responsible for 75% of the operating fee priced at the 2000 – 2001 rates:

$$\$1104.39 \times 75\% = 828.30.$$

An estimated operating fee waiver of \$4539.21 will be credited towards the operating fee charge for 08 - 09.  $\$5367.51 - 828.30 = \$4539.21$  (amt to be waived).

International students were also given a waiver of the increase in the International student fee. The cost of the international student fee was \$45.00 per semester prior to the current increase to \$150.00 per semester. The TA/RA International students are responsible for the \$45.00 per semester and not the \$150.00.

***The Out-of-State/International TA/RA is estimated to be responsible for the following per semester for 2008 - 2009:***

***Out-of-State 2008 – 2009***

***International 2008 - 2009***

Accident Insurance	\$17.00/semester	Accident Insurance	\$17.00/semester
Student Union	\$18.00/semester	Student Union	\$18.00/semester
Operating Fee	<u>\$828.30/semester</u>	Operating Fee	\$828.30/semester
Total Due	\$863.30/semester	Int'l Student Fee	<u>\$45.00/semester</u>
		Total Due	\$908.30/semester

Effective for the 08 - 09 academic year there is a new tuition residency of ***Proximity***. This category of students is assessed the New England Tuition rate but the Out-of-State fee rate. In reviewing the above waivers, all categories receive a 100% tuition waiver. Out-of-State students receive a fee waiver based on the above calculations. For this new category of students the following will be used to waive their tuition and fees:

***Proximity Students:***

100% tuition waiver

The pricing structure for 2000 – 2001 and for 2008 – 2009 per semester is as follows:

<u>2000 – 2001</u>	<u>2008 – 2009</u>
Not a residency category during the	Accident Insurance      \$17.00/semester
2000 – 2001 academic year.	Student Union              \$18.00/semester
	Operating Fee              \$5267.51/semester
	Tuition                      \$1227.96/semester

According to the information above, should proximity have been a tuition category during the 2000 – 2001 academic year the student would have been responsible for 75% of the out-of-state operating fee priced at the 2000 – 2001 rates:

$$\$1104.39 \times 75\% = 828.30.$$

An estimated operating fee waiver of \$4539.21 will be credited towards the operating fee charge for 08 - 09.     $\$5367.51 - 828.30 = \$4539.21$  (amt to be waived).

***The Proximity TA/RA is estimated to be responsible for the following per semester for 2008 – 2009:***

***Proximity 2008 - 2009***

Accident Insurance	\$17.00/semester
Student Union	\$18.00/semester
Operating Fee	<u>\$828.30/semester</u>
Total Due	\$863.30/semester