

Agreement Between
University of Massachusetts Lowell Board of Trustees and
Graduate Employee Organization Local 1596 UAW

July 1, 2020 - June 30, 2023

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Agreement

This agreement is between the Board of Trustees of the University of Massachusetts (hereinafter "University") and the Graduate Employee Organization Local 1596 UAW (hereinafter "Union"), collectively the "parties," and contains the following terms and conditions:

The parties have reached agreement on the terms of a successor collective bargaining agreement to their contract covering the period September 1, 2008 through June 30, 2011. This successor agreement covers a three-year period the term of which is July 1, 2020 through June 30, 2023. This successor agreement shall carry forward the terms and conditions of the prior agreement covering the period September 1, 2008 through June 30, 2011 except as modified herein.

Article I. Recognition

- 1.1. 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 1.3 of this Agreement Case No. SCR-2215.
- 1.2. 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 1.1 and 1.3 of this Article I.
- 1.3. Definitions:
 - a. Teaching Assistant (TA) - A graduate student employed on a salaried basis who is assigned a combination 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) Instructor of Record,
 - (vii) 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, and associated travel, 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 articles, conference papers, 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. Graduate Administrative Assistant (GAA) - 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/compiling course evaluations, and preparing promotional materials. The number of GAAs shall not exceed 20% of the bargaining unit. GAAs will be provided one-year contracts and would be eligible to apply for TA or RA positions.

- 1.4. 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 (i.e. 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. This paragraph is not intended to exclude the ordinary maintenance necessary to maintain a clean and safe work environment.
- 1.5. The university shall determine and be responsible for the cost of all materials necessary for teaching classes and conducting research associated with the assistantship (e.g. instruction manuals and textbooks, and necessary travel). The university shall timely reimburse the Assistant for any personal funds authorized and expended for these purposes.
- 1.6. Assistants shall be notified of their scope of work at the time of signing of the contract. The Assistant's supervisor will discuss with the Assistant any changes to the scope of work for the contract period. The university will make reasonable efforts to notify the Assistant of changes (e.g. scheduling changes) at least ten (10) business days in advance.

Article II. Union Security

- 2.1. All graduate student employees (GSE) covered by this Agreement have the freedom of choice whether or not to become or remain a member of the Union.
- 2.2. The Union shall have the exclusive right to the deduction and transmittal of union dues and fees by the University on behalf of graduate student employees. The Treasurer of UAW Local 1596 shall certify to the University its membership dues rate and the amount of the initiation fee for membership.

- 2.3. The University shall deduct and remit to the Union a one-time initiation fee and union dues deducted from each paycheck of each graduate student employee who provides authorization for such deductions to be made. Such authorization may be made in writing on an agreed upon form submitted either in hard copy or electronically via an official UMass Lowell e-mail address. The Union shall provide to the University a digital list of all employees from whom it has received an authorization dues deduction, and shall promptly notify the University of any changes in such list.
- 2.4. The University will attach an agreed upon form for authorization of payroll deduction for Union dues and initiation fees (Check Off Authorization) to all graduate student employees' first assistantship contract. The Check Off Authorization shall be returnable to the Treasurer of UAW Local 1596.
- 2.5. Deductions shall be made from the appropriate payroll period each month and deductions shall be remitted to the designated financial officer of the Union bi-weekly. 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.
- 2.6. The University will give each employee in the bargaining unit access to a copy of the Agreement in force at the time. 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.
- 2.7. 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, 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/GAA 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.
- 2.8. 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.
- 2.9. Official Union Representatives shall be given time to speak and space for materials at the fall orientation program and graduate registrations for TA/RA/GAAs.
- 2.10. V-CAP Check-Off: The University shall allow for the voluntary payroll deduction of contributions for the Union's Community Action Program. Authorization for such deduction may be provided in writing on an approved form either in hard copy or electronically via an official UMass Lowell e-mail address.

Article III. Management Rights

- 3.1. The right to enact University policies, rules, and regulations that are not in conflict with this agreement.
- 3.2. 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.
- 3.3. 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.
- 3.4. The right to determine financial policies, budgetary preparation and submission including accounting procedures.
- 3.5. The University will discuss with the Union any changes in the rules before they are put into effect.

Article IV. Non-Discrimination

- 4.1. 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.
- 4.2. 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.
- 4.3. The parties agree to a placeholder for impact bargaining over changes to Title IX.

Article V. Union Representation

- 5.1. 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.
- 5.2. All Union Committee members will be selected in such manner as may be provided by the Constitution and Bylaws of the Union.
- 5.3. 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.

- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. During each Academic Year, 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). The University shall also pay the sum of two thousand dollars per semester for up to two additional assistants.
- 5.8. 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 TA/RA/GAAs, and at other major university locations agreed to by the Union and the University.
- 5.9. 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 TA/RA/GAAs for a given semester or year, a change in the number of TA/RA/GAAs within various colleges,

University budgetary concerns or plans that impact the graduate school and potentially impact TA/RA/GAAs, 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

- 6.1. In the event that differences arise with respect 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 set forth below.
- a. STEP I: With or without the Union, the Assistant shall discuss the matter with his/her immediate supervisor, with intent to resolve the matter, no longer than thirty (30) business days after the incident giving rise to the grievance. The immediate supervisor shall have three (3) business days from the date of the discussion to respond to the grievance. If no response is received or if no satisfactory solution is reached,
 - b. STEP II: The Union shall submit the grievance in writing to the department chairperson/department head/or center director, within ten (10) business days of the date the Step I response is due or received. 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) business days with a written decision for the grievance. If the decision is unsatisfactory to the Union, or if no written response is received within ten (10) business days, the Union may,
 - c. STEP III: Submit the grievance in writing to the Assistant's Dean in the college associated with the appointment in which the dispute arises, or his/her designee, within ten (10) business days of the date of the Step II decision is due or received. The written grievance shall conform to the requirements set forth in Step II above. The College Dean referenced above, or his/her designee, shall convene a grievance meeting within ten (10) business days of receipt of the complaint.
 - (i) The Union and University may bring such witnesses or evidence as necessary.
 - (ii) The College Dean, or his/her designee, shall issue a decision within ten (10) business days of the Step III meeting.
 - d. STEP IV: If the Union is not satisfied with the University's decision at Step III or if no Step III response is received, the Union may submit the grievance in writing within ten (10) business days to the Provost or his/her designee. The written grievance shall conform to the requirements set forth in Step II and III above. The Provost or his/her designee shall respond in writing to the Union within ten (10) business days of receipt of the grievance.
 - e. STEP V: If the Union is not satisfied with the University's decision at Step IV or if no Step IV decision is received, the Union may refer the matter to arbitration.

- 6.2. In the event the Union decides to refer the grievance to arbitration pursuant to this Article, the Union will notify the University in writing of its intent to arbitrate within thirty (30) business days of the date the University's Step IV decision was due or received.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. Waiver-- Failure to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been a failure to comply with any of the provisions of this Article, all deadlines shall be adhered to. The time limits set forth in this Article may be waived by mutual written agreement by the parties.
- 6.8. For purposes of this Article, "business days" shall mean Monday through Friday, exclusive of holidays, university closing days, and spring break. If a due date falls on a Saturday, Sunday, holiday, university closing day, or during spring break, the response shall be due on the following business day.
- 6.9. The parties may bypass one or more of the Steps of the grievance procedure by mutual written agreement. In the case where the Dean is also the immediate supervisor, subsequent to Step I, the union may file the grievance directly to Step III.
- 6.10. In extraordinary circumstances beyond the control of the employee, the time period for filing a grievance shall be extended provided that notice of the grievance is provided to the university as soon as practicable under the circumstances.

Article VII. Discipline and Discharge

- 7.1. Any Assistant may be disciplined, suspended without pay or discharged for just cause.
- 7.2. The Definition of just cause for the purposes of this Agreement includes, but is not limited to:
- a. Failure to maintain good academic standing in accordance with applicable policies as defined in the Graduate Academic Catalog.
 - 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 full-time employment by the Assistant without permission from the Assistant's supervisor. An Assistant may seek review of any denial to the Dean or his/her designee.
- Acceptance of employment on a part-time basis (not to exceed 15 hours per week) shall not constitute just cause provided the other employment does not pose a conflict of interest and provided the Assistant has given his/her supervisor advanced notice of the offer of employment and has discussed with his/her supervisor a plan for continued acceptable performance of the duties and responsibilities of the Assistantship position.
- f. Failure to maintain full-time, fully matriculated status.
- 7.3. This Article does not apply to any Assistant who is laid off. In the event of layoff, Article X (Layoff and Recall) shall apply.

Article VIII. Appointments

- 8.1. Appointments to positions shall be made upon the recommendation of the appropriate Department Chairperson, Center Director, Principal Investigator, or their designee. TA/RA/GAA contracts must be signed in the following order:
- a. Department Chairperson, Center Director, Principal Investigator, or their designee
 - b. College Dean or their designee
 - c. **TA/RA/GAA**
 - d. Provost and, when applicable, the Vice Chancellor for Research and Innovation or their designee.

Such contracts are deemed final and binding only upon signature by all four (4) parties above. Once the TA/RA/GAA has signed the contract, it may not be altered without the express written consent of the TA/RA/GAA and the University. Verbal offers of employment are not binding or enforceable. The University has the right to revoke such offers of employment if

the eligibility criteria (Section 8.3) are not met. Nothing in this Article limits the University's rights as set forth in Article XI Layoff and Recall.

8.2. TA/RA/GAA contracts shall include the following information:

- a. Department to which the Assistant is appointed
- b. Duration of the appointment (semester or academic year)
- c. Number of working hours per week
- d. Name of the Assistant's immediate supervisor
- e. Stipend
- f. Scope of work (The scope of work shall not be inconsistent with the terms of this Agreement).

8.3. The Assistant must maintain full-time status and be matriculated for each semester that they hold the assistantship. Assistants may request a waiver of the full course load requirements. Students with a grade of INC, U, or F, or a cumulative grade point average below that required for good academic standing as defined in the Graduate Academic Catalog, are ineligible to hold TA/RA/GAAs appointments.

- a. The University retains the discretion to appoint assistants to half-time research assistantships, half-time teaching assistantships, full-time research assistantships, full-time teaching assistantships, or joint assistantships consisting of half-time research assistant and half-time teaching assistant responsibilities. The university's offer letter shall explicitly state the type of appointment to include if the appointment is a joint half-time research and half-time teaching assistantship.
- b. Renewals of appointments are at the discretion of the University, and will be contingent upon satisfactory performance in the position(s), measurable progress toward the completion of the degree, needs of the program(s), and availability of funds. In no event shall a TA/RA/GAA have an expectation of or right to continue employment beyond the time provided in the appointment contract.
- c. In the event of an appointment to a joint assistantship, the following shall apply:
 - (i) The joint appointment shall be contingent upon satisfactory performance in both the half-time research assistant and half-time teaching assistant components of the assistantship.
 - (ii) The assistant shall not have the right to continued employment as a half-time teaching assistant in the event the half-time research assistantship is terminated or not renewed for any reason.
 - (iii) In the event funding for the half-time research assistant component is insufficient, the university shall make reasonable efforts to offer the graduate student employee an alternative half-time research assistant assignment or an additional half-time teaching or graduate administrative assistant assignment so that the graduate student may maintain a full-time joint assistantship.

- d. In the event that an offer is not made after exercising reasonable efforts, then the graduate student employee may maintain their half-time teaching assistantship. In the event an offer is made to the graduate student employee and they reject the offer, then the graduate student employee will not maintain the half-time teaching assistantship.
- e. The University shall limit Joint Assistantships to only the College of Engineering for Academic Year 2020-2021. This limitation shall expire at the end of Academic Year 2020-2021.

- 8.4.** Initial appointments of master's level students shall be made on an annual basis with the opportunity for reappointment of up to one year-for a total appointment term of two years (four semesters). Extensions of appointments beyond two years must be approved by the Dean.

Initial appointments of doctoral level students shall not exceed three years, and may be renewed for up to an additional two years, subject to the conditions outlined in 8.3(b.) (Renewal of Appointment) above. Extensions of appointments beyond five years must be approved by the Dean.

- 8.5.** TA/RA/GAA supervisors must meet with TAs, RAs, and GAAs once each semester to provide them with a written evaluation of their performance. If a performance issue is identified the Assistant will be made aware, in writing, of the performance issue and will be given, in writing, suggestions for specific, measurable and tangible outcomes. The Assistant will be given adequate time to implement these suggestions. If the suggestions are provided at the end of the semester, adequate time will include time in the next semester.
- 8.6.** 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 TA/RA/GAA appointment. The University shall provide as much notice as practicable of the awarding, renewing, or terminating of an appointment. The parties expect that such notice will be provided no later than:
- a. July 15 for the Fall semester
 - b. December 1 for the Spring semester
- 8.7.** Assistants shall make all reasonable efforts to give notice of at least thirty (30) days of termination to their College Dean.
- 8.8.** In such cases whereby a payroll/paycheck would be issued after the first pay period of the semester, the University will engage in reasonable efforts to ensure that the Unit Member does not experience a delay in payment for work completed.

Article IX. Workload and Work Year

- 9.1. The Assistant workload distribution shall be determined by the department Chairperson, head, center director, principal investigator, or their designee, with approval of the college dean.
- 9.2. The work year shall consist of two discrete employment periods, corresponding to the fall and spring semesters. The work year shall commence no earlier than the week before the first day of classes to allow for required TA/RA/GAA orientation and/or training. The work year shall end on the last day grades are submitted. TAs are expected to respond to grade appeals consistent with University policy. In the Graduate School of Education, the assignment of TA/RA/GAAs shall conform to its instructional calendar. The Administration will send out a notice of exact dates each semester.
 - a. The workweek shall be eighteen (18) hours per week for full assistants and nine (9) hours per week for half assistants during the fall and spring semester employment periods.
 - b. Any alternative/modification of workweek hours as described in (a) shall be permitted only after notice and discussion between the Assistant and their supervisor.
- 9.3. The Assistant may hold other employment during the fall and spring employment periods if in compliance with policies governing University employment. Additional employment of TA/RA/GAAs during the specified fall and/or spring employment periods will be paid at hourly rates prorated from their current TA/RA/GAA stipend, if such work responsibilities are consistent with the TA/RA/GAA's regular duties. All other duties shall be compensated at University rates for such work.
- 9.4. There are no TA/RA/GAA 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 TA/RA/GAAs from the Graduate School of Education who may be employed according to its instructional calendar.
- 9.5. Students who hold TA/RA/GAAs 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.
- 9.6. 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 X. Layoff and Recall

- 10.1. The University shall have the exclusive right to lay off employees. A layoff is the termination of an appointment during the appointment period due to financial constraints, restructuring, or other reasons, but is not a discharge for just cause.

The University shall provide the notice of layoff to the union and to the affected employee(s) at least 30 calendar days before the effective date of the layoff, except in exigent financial circumstances where notice shall be provided as soon as practicable.

The written notice of layoff shall include the effective date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state that the layoff is not related to the bargaining unit member's performance.

Affected individuals shall receive all tuition and fee waivers for the duration of the appointment contract (e.g. for semester or academic year) in which the layoff takes place.

- 10.2. The University will exercise reasonable efforts to reassign an Assistant who is selected for layoff to another available, vacant, funded position within the bargaining unit provided the university determines the Assistant is qualified to perform the duties of the position upon assignment.
- 10.3. Where the University determines that reducing the number of assistants within a particular grant or program is necessary, the University shall consider academic performance and work performance in determining the order of layoff. Academic performance and work performance may include the following factors:
- Grade Point Average;
 - Progression of research;
 - Publications;
 - Performance on qualification exams;
 - Specialized knowledge or technical skills;
 - Expertise and experience relative to project status

Where the University determines the factors set forth above in paragraph (a) are substantially equal, seniority of the Assistants will be the determining factor for layoff. Seniority is defined as length of service in the bargaining unit.

- 10.4. In recognition of the benefit that re-employment of Assistants may bring to the continued future operations of the institution, a recall procedure shall be established as follows:
- a. TAs and/or GAAs who are laid off shall have recall rights for the semester following the layoff to:

- (i) a vacant, funded, and available TA and/or GAA position in the bargaining unit which the TA and/or GAA may formerly have held if the TA and/or GAA held it in a competent manner and if it is the specific, exact position the TA and/or GAA formerly held; or
 - (ii) to another available, vacant, funded TA and/or GAA position within the College from which the Assistant was laid off, provided the university determines the TA and/or GAA is qualified to perform the duties of the position upon assignment.
- b. RAs who are laid off shall have recall rights for the semester following the layoff to their former position, should it become available, if the RA held it in a competent manner, and if it is the same position (i.e., same research adviser and project) formerly held by the RA.
 - c. For those Assistants who remain matriculated (i.e., enrolled) students in good standing at the university after being laid off, recall rights shall be extended to the next two full consecutive semesters following the layoff.
 - d. Recall rights shall not be available to Assistants who have secured another Assistantship at the university following their layoff.
 - e. An Assistant who has been recalled pursuant to the terms of this article, shall regain the length of service credit and eligibility for benefits that the Assistant enjoyed as of the date of the Assistant's separation to the extent allowable by law.
 - f. Assistants shall be recalled in reverse order of layoff.

10.5. The Employer/University Administration shall make every reasonable effort within budgetary constraints to make available to laid-off Assistants, during the notice period, the following services:

- a. The Department Chairperson, or their designee, shall meet with the Assistant upon request to discuss options for graduation and mitigation of the financial impacts of layoff;
- b. job and career advising, including help identifying campus positions that are, or will likely, become vacant for which the Assistant may be qualified;
- c. information on benefits;
- d. reasonable access during the 30-day notice of layoff period, to a computer for the purpose of job search, resume and cover letter writing;

Assistants may request reasonable release time to participate in outplacement services. Requests for release time shall not be unreasonably denied.

Nothing in this Agreement prohibits the University, the Union, and the affected employee from negotiating a severance package for an employee facing a layoff.

Article XI. Health and Safety

11.1. The University will make all reasonable efforts to ensure the health of employees and to maintain the safety and comfort of the workplace. Health and safety issues shall be an appropriate subject for discussion at labor-management committees.

Article XII. Stipends, Tuition, Fees and Benefits

12.1. 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.

12.2. 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.

12.3. All TA/RA/GAA's will be exempt from paying the qualified reduction (9 credits of tuition and fees per semester) while under the contract.

Stipends:

Fall 2020: Effective Fall 2020, the Stipend Table shall be as follows:

	Academic Year Full Time (18 hrs)	One Semester Full Time (18 hrs)	Academic Year Part Time (9 hrs)	One Semester Part Time (9 hrs)
Step 1	\$15,000.00	\$7,500.00	\$7,500.00	\$3,750.00
Step 2	\$16,856.42	\$8,428.21	\$8,428.21	\$4,214.10
Step 3	\$18,280.78	\$9,140.39	\$9,140.39	\$4,570.20

Definition of TA/RA/GAA Stipend Steps

1. Step 1 stipends are for master's degree or first year doctoral students.
2. Step 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. Step 3 doctoral stipends are only awarded to full-time students who have passed all area and language examinations (oral and written), who have completed all coursework, and have successfully defended their research proposal(s).

Fall 2021: Wage reopener.

Fall 2022: Wage reopener.

Appropriate subjects for bargaining during wage reopeners include, but are not limited to: stipends, health insurance contributions, dental and vision coverage, and implementation date of parking fees.

The university agrees to freeze all existing fees and no new fees shall be charged to bargaining unit members for academic year 2020-2021.

Parking:

Bargaining unit members shall pay a parking fee of \$60.00 per semester in exchange for a parking decal which will permit them to park in designated university lots. The parking fee shall be deducted on a pre-tax basis from the bargaining unit members' bi-weekly pay in equal amounts over the course of the semester for which the parking decal is purchased.

Article XIII. Health Insurance

13.1. 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 XIV. Intellectual Property Rights

14.1. TA/RA/GAAs 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 I).

14.2. 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.

14.3. 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.

- 14.4. The University must present the employee with separate written notice about the right to declare prior existing work before signing an appointment contract.

Article XV. Separability of Provisions

- 15.1. 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 XVI. Appropriation by the General Court

- 16.1. This Agreement shall remain in full force and effect until midnight June 30, 2023 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.
- 16.2. Nothing herein shall discharge the Commonwealth from any obligation of contract.

Article XVII. Duration

This Agreement shall remain in force and effect until June 30, 2023 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 14th day in the month of August, 2020.

DocuSigned by:
For the Union:
Katly Melish
95073885C44C459...
Katly Melish
Emily S...
5E7718E45AAD48D...
Emily Sankeryantz
Erin Sullivan
9FB4AB1D31D04CA...
Erin Sullivan

DocuSigned by:
For the University:
Sandhya Balasubramanian
89C3F1FC4ABA43E...
Sandhya Balasubramanian
[Signature]
C83801E19A3E4A5...
Annie Magha
Michael C. Rutherford
DDA99A2461C4495...
Michael C. Rutherford
[Signature]
B2AD220D0A5D491...
James Strywood
John Dunlap
629C9F9F3299489...
John Dunlap
[Signature]
Martin T. Meehan

Appendix I. University of Massachusetts Intellectual Property Policy

Appendix II. Side Letter Information Session

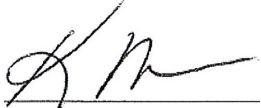
Side Letter of Agreement
UMass Lowell and GEO
March 5, 2020

Following the ratification of this Agreement, the parties shall meet to develop a joint information session regarding the provisions of the Agreement. The purpose of the information session is to inform appropriate university personnel about the terms of the Agreement. Each TA and RA Supervisor, including Department Chairpersons, Graduate Coordinators, Center Directors, Principal Investigators and College Deans shall be invited to attend.

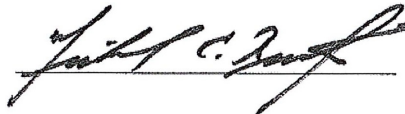
The parties agree that the subject of "Directory Information" as defined by the university and FERPA shall be added as an agenda item for the labor management committee.

Agreed: March 5, 2020

For the Union,

A handwritten signature in black ink, appearing to be initials or a stylized name, written over a horizontal line.

For the University,

A handwritten signature in black ink, appearing to be a full name, written over a horizontal line.