

MAY 5, 2025
UNIVERSITY FINAL PACKAGE PROPOSAL

*This final package proposal is good for 30 days, at which time it will expire. The University reserves the right to amend its package offer at that time in light of the current climate and economic uncertainty affecting research universities such as Northeastern.

**TENTATIVE AGREEMENT
BETWEEN NORTHEASTERN UNIVERSITY AND
THE UNITED AUTOWORKERS UNION**

Northeastern University (“University”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“UAW”) hereby enter into this Tentative Agreement for a collective bargaining agreement effective for the period July 1, 2025 through June 30, 2028. The terms of this Tentative Agreement shall be subject to ratification by the union.

**ARTICLE I
RECOGNITION**

The University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“UAW”), as the exclusive representative for employees in the bargaining unit. In accordance with National Labor Relations Board Case 01-RC-311566, all graduate students enrolled at Northeastern University who are employed to provide instructional services or research services at the Boston, Nahant, and Burlington campuses shall be included in the bargaining unit.

Excluded are all undergraduate students, fellows, managers, guards, and supervisors as defined in the Act, and all other employees.

The term “stipended graduate students” as used in this Agreement shall refer to PhD students funded by a stipended graduate assistantship (“SGA”). “Fellows” are graduate students who are funded to pursue academic studies and not required to provide teaching or research services in exchange for funding.

For avoidance of doubt, in academic terms where a graduate student does not hold a covered position, they will not be covered by the collective bargaining agreement for that academic term.

**ARTICLE II
ACADEMIC AND MANAGEMENT RIGHTS**

Section 1. The University retains the exclusive rights that it possessed before the election of the Union as the exclusive bargaining representative, including but not limited to all decisions to direct, control, manage and schedule its operations, and to make any and all decisions affecting the University’s educational and research mission (“Academic and Management

Rights’’). Such management and academic functions, rights and prerogatives are extensive and include, but are not limited to, the right:

- A. to determine, establish, direct, and control and make all determinations concerning the University’s mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
- B. to recruit, appoint and transfer bargaining unit members and to determine and modify the size and composition of the workforce covered by this Agreement;
- C. to determine or modify the number of bargaining unit members necessary for bargaining unit work, as well as the qualifications for bargaining unit positions and job responsibilities;
- D. to determine all aspects of assignments, including but not limited to where, when and how assignments take place, length of assignments, who receives which assignments, the nature of the assignment, assignment expectations and hours of work, as well as the direction, supervisor and supervision, training, scheduling, evaluation of bargaining unit members and compensation;
- E. to establish job classifications within the bargaining unit, and establish and modify standards of performance, conduct and safety, as well as work rules, discipline standards and attendance expectations, and to discipline or discharge bargaining unit members for cause subject to Article IX;
- F. to establish and modify the processes and criteria by which bargaining unit members will be evaluated in performance of bargaining unit work;
- G. to establish and modify rules, regulations and policies that apply to bargaining unit members;
- H. to alter, extend, or discontinue existing equipment, facilities, workspaces and location(s) of any university operations;
- I. to determine the academic calendar each year, including holidays and holiday scheduling, and determine class and section size;
- J. to subcontract any portion of any operations;
- K. to take any action deemed necessary to maintain the University’s efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which University programs, services, and operations are to be conducted;
- L. to determine and modify tuition and fees for all programs in which bargaining unit members are based and all matters affecting financial aid;
- M. to determine and modify policies and financial costs and charges associated with University housing;

- N. to determine and modify what benefits will be offered to students, as well as any policies and plans that pertain to any benefits offered students;
- O. to determine which insurance carriers to retain and to modify carriers and insurance coverage;
- P. to determine student admissions, academic standards pertaining to bargaining unit members, including but not limited to academic progress and the completion of degree requirements;
- Q. to determine all matters concerning teaching and teaching assignments, including but not limited to who is taught, what is taught, when it is taught, how it is taught and who does the teaching, course enrollment, as well as the introduction of new methods of instruction and modalities, and matters related to remote instruction and technology for instruction;
- R. to determine what is researched, who performs the research and all research methodology and materials, including technology;
- S. to determine matters related to all grants, including application, selection, funding, administration, usage, accountability, modification and termination;
- T. to determine the content of courses, instructional materials, the nature and form of teaching assignments, including examinations and any other academic matter that impacts instructional work;
- U. to determine the type and nature of funding that applies to any appointment, and to change the funding source, nature and type of funding that applies to any appointment;
- V. to determine grading policies and practices, and assessment of student work and grades, as well as determinations concerning academic progress of students;
- W. to determine, establish, manage and change processes and systems pertaining to compensation for any bargaining unit position;
- X. to determine, establish, modify or discontinue all other academic policies, procedures, standards, rules and regulations concerning bargaining unit members, including but not limited to, intellectual integrity and any other matter relating to bargaining unit members' progress and standing in a University educational program.

Section 2. The parties recognize that graduate students are first and foremost students in the University's graduate programs, and even when performing work as defined by this Agreement, they nonetheless remain as students. Consequently, the University shall exercise the sole and exclusive right to make all decisions regarding academic matters including the academic course of the University. This includes the right of the University to determine how the University will be governed; to determine the University's organizational structure; to determine the establishment of schools, colleges, centers, institutes, departments, divisions and other units of the University; to expand or contract the University and its operations by acquisition, sale, merger or other means; to reorganize, enlarge, reduce or discontinue any function, position, or

department or other unit of the University, or transfer such functions, positions, departments or units; to determine, alter or amend the curriculum, programs and degrees offered; to establish, maintain, modify, discontinue and/or cancel any course, program or school; to decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs; to establish, maintain or modify course offerings, identifiers, course content, description, and/or objectives; to determine in its sole discretion all matters relating to student admissions and appointments, admission standards, cohort size, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress; to determine all matters that pertain to the amount of any tuition or fees; to determine all matters of budget, financial procedures and personnel policies; to determine matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid; to promulgate policies and resolve issues pertaining to academic disciplinary matters, including grievances; and to take such actions necessary to carry out the mission of the University in cases of emergency. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

Section 3. The above enumeration of academic and management rights is by way of example, is not exhaustive, and does not exclude other management rights not specifically outlined herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section 4. Matters outlined above shall be left to the sole discretion of the University and the exercise of any right outlined above shall not be subject to the Grievance and Arbitration procedure.

ARTICLE III **VOLUNTARY UNION MEMBERSHIP, DUES AND FEES**

Section 1. Graduate students are free to decide whether or not they wish to join the Union and pay membership dues or fees, or to discontinue paying membership dues or fees. The University shall not coerce or otherwise attempt to influence a graduate student about their decision to join or not join the Union, or whether to pay or not pay membership dues and/or fees.

Section 2. There shall be no consequences for bargaining unit members who fail to pay or cease to pay Union dues or fees.

Section 3. Students may elect to have deductions for dues or agency fees made from their compensation or stipends only by submitting an authorization provided by the Union that is voluntarily executed by the student and submitted to the University by the Union, in the form set forth at Appendix A. The Union shall provide the University with the amount of Union membership dues or fees for students who chooses to authorize deductions. Payroll deduction of dues or agency fees can be canceled by students at any time by notice to the Union and the University. Notice to the University should be sent to the University Office of Labor Operations, with a copy to University Payroll Services at unionduesforms@northeastern.edu. Any

cancelation notices received by the Union must be transmitted to the University within ten (10) days of receipt.

Section 4. On or about the fifteenth (15th) of the month following the month in which the deductions were made, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. The University shall send to the Union in writing to an electronic or physical address identified by the Union the names of students for whom deductions were made, and the amounts, with this report. The Union shall notify the University in writing at least thirty (30) days prior to the intended implementation date of any change in the amount of union dues or agency fees.

Section 5. The Union shall indemnify and hold harmless the University, its Board of Trustees, agents, personnel and students from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the University in compliance with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the University to the Union.

ARTICLE IV VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

Section 1. The University shall deduct voluntary contributions to UAW V-CAP from the pay of each Graduate Student Worker (GSW), provided that each such GSW executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form which will be furnished by the Union to GSWs.

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 made available to GSWs.

Section 3. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each GSW 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. A copy of the UAW V-CAP form is set forth at Appendix B. 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. On or about the fifteenth (15th) of the month following the month in which the V-CAP deductions were made, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. The University shall send to the Union in writing to an electronic or physical address identified by the Union the names of students for whom deductions were made, and the amounts, with this report.

Section 5. A GSW may discontinue the V-CAP deductions at any time upon written notification to the Union and the University. Payroll deduction of dues or agency fees can be canceled by students at any time by notice to the Union and the University. Notice to the

University should be sent to the University Office of Labor Operations, with a copy to University Payroll Services at unionduesforms@northeastern.edu. Any cancellation notices received by the Union must be transmitted to the University within ten (10) days of receipt.

Section 6. The Union shall indemnify and hold harmless the University, its Board of Trustees, agents, personnel and students from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the University in compliance with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the University to the Union.

ARTICLE V STIPENDS AND HOURLY PAY

Section 1. Graduate student workers (“GSW”) on a stipended graduate assistantship

The parties understand that stipends are part of the financial aid package offered to PhD students upon their admission to Northeastern University, and accordingly, the stipends offered to individual graduate student workers are not subject to bargaining. The University shall provide stipends consistent with the terms outlined below, establishing a minimum annual stipend for PhD students on a twelve-month assistantship, with annual increases during the term of the Agreement.

Effective September 1, 2025, GSWs in the bargaining unit on a twelve-month stipended graduate assistantship shall receive an increase in their stipend to \$43,000, or an increase in their stipend of 2.5%, whichever is greater.

GSWs on a stipended assistantship appointment of less than twelve months shall receive a prorated stipend. New GSWs on a stipended graduate students for the 2025-2026 academic year shall receive the relevant rate in their college effective for September 1, 2025. Existing PhD students who are not eligible for the relevant rate increase because they fall outside of the bargaining unit on September 1, 2025 shall have the new minimum rate or percent increase apply at such time as they fall within the unit.

Effective September 1, 2026, stipended graduate students on a twelve-month appointment shall receive stipend increases of no less than 2.5%. Graduate students on a stipended assistantship appointment of less than twelve months shall receive a prorated stipend. New stipended graduate students for the 2026-2027 academic year shall receive the relevant rate in their college effective for September 1, 2026.

Effective September 1, 2027, stipended graduate students on a twelve-month appointment shall receive stipend increases of no less than 2.5%. Graduate students on a stipended assistantship appointment of less than twelve months shall receive a prorated stipend. New stipended graduate students for the 2027-2028 academic year shall receive the relevant rate in their college effective for September 1, 2027.

Stipend rates may vary among students in colleges, departments and programs. Any increases above minimum percentages in this Agreement shall be at the discretion of each college. In no event shall any bargaining unit member be eligible to receive more than one increase each year.

Section 2. Hourly graduate students

Effective September 1, 2025, hourly paid graduate students in the bargaining unit shall receive a minimum per-hour rate of \$18.00. The minimum hourly rate shall increase by 2.5% on September 1, 2026, on September 1, 2027, on September 1, 2028. The University shall determine the per-hour rate for each individual work assignment, provided that it otherwise complies with the minimum rates herein.

ARTICLE VI BENEFITS

Section 1. Dental Insurance

Within 120 days of execution of this Agreement, graduate student workers (“GSW”) on a twelve-month stipended graduate assistantship will be eligible to enroll in dental insurance. Individual GSW dental coverage will be provided by the University during the term of this Agreement at no cost to them. To be eligible, GSWs must be enrolled full-time, and also be within their funding commitment period to qualify for dental benefits.

Section 2. Health Insurance

The University will continue to provide student health plan coverage to all GSWs on a twelve-month stipended graduate assistantship at no cost to them. To be eligible, GSWs must be enrolled full-time and also within their funding commitment period to qualify for this benefit.

Section 3. Dependent Healthcare

The University will provide and pay for the cost of health plan coverage for children age 17 years or under who are dependents of a GSW on a twelve-month stipended graduate assistantship. GSW parents must be enrolled full-time and within their funding commitment period to qualify for this benefit. Dependent enrollment shall be open within 45 days after the execution of this Agreement.

Section 4. Student EAP Benefits

GSWs on a stipended graduate assistantship and hourly GSWs who work at least 10 hours each week will be eligible to participate in a student EAP benefits plan offered by the University at no cost to them. Student EAP benefits shall be available within 60 days of the execution of this Agreement.

Section 5. Plan coverage for benefits outlined above may change from time-to-time and the University reserves the right to amend benefit plans. The University will provide the Union

with advanced notice of any University initiated change to plans. Decisions under the respective plans are not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VII **HOLIDAYS**

Section 1. The University sets the academic calendar each year and designates official holidays, and may change University holidays. Stipended graduate students shall not be required to work on official University holidays except as provided in section 2. Nothing in this section prohibits a graduate student from working on a holiday if they choose to do so.

Section 2. Stipended graduate students may be required to work on an official holiday only when determined necessary by the faculty member or relevant supervisor. If the graduate student is required to work on a designated holiday, they may choose an alternate day(s) off with the supervisor's approval.

Section 3. The term "stipended graduate students" for all benefits under this Agreement shall mean those graduate students on a twelve-month appointment providing 20 hours per week of services for the University.

ARTICLE VIII **VACATION AND PERSONAL TIME**

A. Vacation

Section 1. Stipended graduate students shall be entitled to two (2) days off with pay each semester (fall and spring) and one (1) day off with pay each summer term (summer 1 and summer 2) that they are working. Time off must be approved at least two weeks in advance by their supervisor and may not require cancelation of a class or lab. Students may request additional time off for a particular academic term with their supervisor, but any additional days are at the discretion of the supervisor and college. No arrangements concerning time off with any student that differs from what is outlined in this provision, including the granting of additional time off, shall create any right for a similar arrangement or additional time off for any other student. The parties agree that stipended graduate students are able to use all paid time off provided during the term, and therefore any time off not used during a given academic term will not carry over into a succeeding term.

Section 2. Students may not use both days together within the first month of an appointment, except as allowed by the graduate student's supervisor.

B. Personal Time

Stipended graduate students may request up to three (3) paid personal days per academic year. Days will be accrued at the rate of one day per semester worked (fall, spring, summer). Unused days may be carried over into the next academic term if the graduate student is performing bargaining unit work, but may not be carried forward into the following year. Requests for paid personal days are subject to approval and may not require the cancelation of a

class or lab. Requests must be submitted with the graduate student's supervisor, with a copy to the relevant associate dean for graduate affairs at least two weeks in advance.

ARTICLE IX **SICK TIME**

Stipended graduate students shall be entitled to accrue sick leave in the same manner as individuals covered by the MA sick leave law, which is at a rate of 1 hour for every 30 hours worked, up to a maximum of 40 hours of paid sick time per year. Sick time may be used for any of the reasons identified for individuals covered by the MA sick law, which include the following:

- caring for the student's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care;
- caring for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
- attending routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
- addressing the psychological, physical, or legal effects of domestic violence; or
- traveling to and from an appointment, pharmacy, or other location related to the purpose for which the time was taken.

ARTICLE X **LEAVES OF ABSENCE**

All students, including those in the bargaining unit, are affiliated with the University as students, and as such, they receive a number of student benefits. Leaves available to students under University policies and procedures shall not be impacted by this Agreement, and the University reserves the right to modify all student leave policies and procedures at any time and at its sole discretion.

Section 1. Parental Leave. Bargaining unit members may request up to twelve (12) weeks of parental accommodation leave ("parental leave") pursuant to existing University leave policies and procedures. Stipended graduate students who qualify for parental leave may take up to twelve (12) weeks of parental leave with no loss of stipend payments during the leave period. If both parents are Northeastern stipended graduate students, both parents are eligible to apply for Parental Leave, and if they qualify to take leave, may not do so concurrently. Any approved leave must be taken within twelve (12) calendar months of the birth or adoption.

Section 2. Medical Leave. Bargaining unit members may apply to take medical leaves pursuant to existing University policies and procedures, and as provided under relevant state and federal law.

Section 3. Military Leave. Bargaining unit members may apply to take a military leave pursuant to existing University policies and procedures, and as provided under relevant state and federal law.

Section 4. Jury Duty and Subpoenaed Appearance in Court. Bargaining unit members required to serve on jury duty must arrange for time away from their responsibilities with their supervisor when receiving their summons. Bargaining unit members who are subpoenaed to appear in a court case must arrange for time away from their responsibilities with their supervisor upon receipt of the subpoena. Time away for stipended graduate students to serve on a jury or testify in court shall be with pay and without loss of benefits for the first three days, and in all cases bargaining unit members will be expected to work with their supervisor to determine what tasks need to be completed and when.

Section 5. Visa Renewal for International Students. International stipended graduate students may take up to ten (10) days of leave per year during winter break or summer to renew a visa if renewal is required to allow for a family visit or for another approved reason during those periods, provided that travel and visa renewal does not impact ongoing research or teaching as determined by their college. Students must also comply with all University international travel requirements and take steps to streamline the visa renewal process, such as requesting any interview meeting in advance of travel, as a condition of the leave.

Section 6. Bereavement Leave. Bargaining unit members may utilize any accrued vacation or personal time for purposes of paid bereavement leave for the death of an immediate family member. For purposes of this provision, immediate family includes: spouse or partner, children (including stepchildren), grandchildren, parents (including step-parents), grandparents, parents in-law, and siblings (including step-siblings). Students may request additional time away for bereavement with their supervisor, but any additional days are at the discretion of the supervisor and college. No arrangements with any student that differs from what is outlined in this provision, including the granting of additional time off, shall create any right for a similar arrangement or additional time off for any other student.

Section 7. To the extent this article identifies benefits already available under existing University policies, graduate students shall not receive benefits under both this Agreement and under University policies. Any disputes arising under or from leaves or leave policies shall not be subject to the grievance and arbitration procedure.

Section 8. Section 5 of this provision shall be effective September 1, 2025.

ARTICLE XI **STIPENDED APPOINTMENTS**

Section 1. All stipended appointments shall be for at least one (1) academic term (fall, spring, summer 1 or summer 2) unless otherwise determined by the college, and shall be subject to availability and funding. All appointments are at the discretion of the applicable college, school, department or program, and may be subject to change. Students will receive notice of any change within seven (7) days of the decision to change the appointment. Any change of appointment and/or the appointment assignment shall not impact the level of student funding for the term.

Section 2. The parties understand that issues such as funding availability and course enrollment uncertainties can impact the timing of when appointment letters issue. The University will make reasonable efforts to provide an appointment letter for each appointment no later than thirty (30) calendar days before the start of the appointment. Teaching Assistants who are instructor of record for a course will receive their appointment assignments forty-five (45) calendar days before the start of the fall and spring semester, as applicable.

Section 3. An appointment letter shall include the following information:

- A. Appointment title;
- B. Effective dates and duration of the appointment;
- C. College and department, as applicable, and supervisor if known at issuance of the letter;
- D. The general terms of the appointment, including stipend and anticipated disbursement as applicable;
- E. The general scope of anticipated responsibilities, including anticipated weekly schedule, if known, of the appointment.
- F. Individual to contact with questions concerning the appointment.
- G. Course assignment for TA appointments
- H. Link to the union contract
- I. Information about how to submit a FERPA waiver for release of information to the Union.

Teaching Assistant appointment letters will contain the course title, along with course meeting times and location if known.

Section 4. The nature and scope of responsibilities of graduate students in their appointments will vary by college, school, department or program.

ARTICLE XII **STIPENDED ASSIGNMENT HOURS AND WORKLOAD**

Section 1. The parties agree that the university maintains the right to define academic expectations and degree requirements, and that this Agreement does not limit the amount of academic work deemed necessary for a student to make satisfactory academic progress toward

their degree. Academic efforts associated with degree requirements and academic expectations are not part of this Agreement and do not count toward workload.

Section 2. Salaried stipended GSWs (“stipended GSW”) assigned workload shall not exceed an average of twenty (20) hours per week during the academic term for their assignment. GSWs who are required by their supervisor as part of their work assignment to attend an orientations or meetings outside of their normal work schedule will have that time counted toward their 20 hours (for stipended GSWs) or as work hours (for hourly GSWs).

Section 3. The parties acknowledge and understand that workload in the context of a Research Assistant consists of work assigned by a principal investigator (“PI”) to perform research specifically to further the PI’s research project(s) and performed at the direction and control of the PI.

Section 4. The parties recognize that specific hours worked each week will fluctuate due to the nature of assignments. In the case that a stipended GSW has an assignment canceled and replaced with a new assignment after the start of the term, all worked hours preceding the new assignment start date shall count toward the 20-hour/week academic term average in Section 2, above.

Section 5. In the event that a stipended GSW believes in good faith that their assigned workload shall exceed the average contemplated by this Article, Stipended GSWs shall attempt to informally resolve any concerns about their work hours with their supervisor, and may include the department/program head, as appropriate. The GSW may request a Union representative participate in this discussion. If this discussion does not resolve the matter, the Union may proceed to grieving an unreasonable workload at Step 3 the Grievance and Arbitration provisions of the contract by filing a grievance within five (5) days of the discussion.

ARTICLE XIII **WORKSPACE AND MATERIALS**

Section 1. Workspace and Materials Access for Work. The University shall provide bargaining unit members (“GSWs”) free access to University services, materials, and facilities the University and/or the GSW’s supervisor determines are necessary to carry out their duties, which may include desk or office space outside of lab spaces deemed to be unsafe by the University and within the same building as their primary work environment or lab, if available, after-hours and weekend building access, library privileges, studio space as available, lockable storage space, campus mail, office supplies, meeting spaces as available, office equipment, basic software and hardware, basic lab equipment, grading software, and audio/visual presentation equipment, internet access and access to a computer, printer or scanner. Desk or office space, as available, may be lockable and will be secured as with other building areas. Bargaining unit members will have access to any individually assigned desk or office space for the full workday and after hours as needed. Bargaining unit members will have access to private locations for grading, dealing with confidential materials, or other sensitive information, as deemed necessary

by the University. Bargaining unit members may utilize Teams or Zoom to meet with students for office hours if they do not have access to an appropriate meeting location.

Section 2. Additional Work Materials. GSWs who believe they need additional materials or equipment for their work responsibilities may request those materials from their supervisor and will not be penalized for lacking materials they requested and their supervisor agreed are necessary for them to carry out their work responsibilities. Approved requests will be either purchased by the GSW's supervisor, or with approval of the GSW's supervisor, may be purchased by the GSW. GSWs making approved purchases will submit for reimbursement through the applicable reimbursement process. Reimbursements shall be processed within thirty (30) days of completed reimbursement submissions, provided GSWs follow the reimbursement process requirements, including submitting applicable receipts.

Section 3. Protective Equipment. If the University determines that protective clothing, equipment, personal protective equipment (PPE), or related tools or materials are required by a GSW's assignment, the University, at no cost to GSWs, will furnish and maintain such protective clothing, equipment, or PPE following the protocol of the PPE program through ECOS or the Office of Academic and Research Safety (OARS), as applicable. Bargaining unit members must adhere to all health and safety policies and procedures, including use of health and safety equipment (such as PPE) provided by the University as instructed. PPE and relevant first aid equipment will be provided in workplaces where such PPE and first aid are deemed needed. All bargaining unit members may wear any and all PPE, including but not limited to masks and respirators, they choose to wear in University spaces, consistent with applicable University policies. If a lab workspace requires goggles as PPE, a GSW who has prescription glasses may request prescription safety goggles from their supervisor if the lab goggles do not fit over the bargaining unit member's prescription glasses consistent with applicable safety requirements as determined by the lab supervisor or OARS. Any approved prescription goggles shall be provided at no cost to the bargaining unit member.

Section 4. Ergonomic Equipment. Ergonomic equipment may be requested by GSWs through OARS or ECOS, with a copy of any request simultaneously provided to their supervisor. Ergonomic and safety evaluations and training offered by OARS or ECOS related to a GSW's assigned work duties shall be available to all applicable bargaining unit members. Ergonomic equipment for computer use may include but is not limited to adjustable height sitting/standing desks, ergonomic input devices (e.g. keyboards and mice specifically designed for ergonomics), laptop stands, monitors, adjustable monitor arms, and ergonomic chairs, pointing devices, screen reader and voice accessibility software.

Section 5. Ergonomic Workplace. The University will continue to incorporate accepted ergonomic practices and guidelines deemed applicable into new and existing workplace and workstation designs.

Section 6. Accommodations. Bargaining unit members may request work accommodations necessary due to a medical condition through applicable Disability Access Services procedures. Requests to work remotely unrelated to a medical condition may be raised

by a GSW directly with their supervisor. Determinations to allow remote work are made on a case-by-case basis and at the supervisor's discretion, and shall not be precedential.

Section 7. Moving Office or Lab. The University will notify bargaining unit members if their work location is to be moved to another building or if there is a substantial alteration of the GSW's workspace, with at least thirty (30) days' notice before any such move for stipended graduate students. Bargaining unit members shall not be expected to move or relocate materials or equipment necessary for their work responsibilities into new spaces if they notify their supervisor at the time they learn of the work location move that they will not be moving or relocating their materials or equipment.

ARTICLE XIV **HEALTH AND SAFETY**

Section 1. The University, the Union and graduate students are committed to maintaining processes and procedures that ensure a safe work environment and bargaining unit members will not be required to work in unsafe conditions. Bargaining unit members who reasonably and in good faith believe that they have been assigned tasks or a workspace that presents a threat to their health or safety shall inform their supervisor, as well as OARS and/or ECOS, to assess the threat concern. Such members shall not be subject to discipline for refusing to work in the workspace at issue once reported unless and until a review of the workspace has been conducted by OARS or ECOS, as applicable, and a determination has been made that it is safe to resume work. During the assessment period, bargaining unit employees will be expected to continue with any work that may be performed in an alternate location determined by their supervisor during that period, or to make up work that could not be performed during that period.

Section 2. The parties understand that students must adhere to all applicable University health and safety rules, policies, and procedures. No student shall be subjected to retaliation for reporting a health and safety concern.

Section 3. The University will provide Personal Protective Equipment (PPE) deemed necessary by the Occupational Safety and Health Act ("OSHA") or any applicable local, state, or federal regulations pertaining to student assigned duties.

Section 4. The University will ensure, through its regular maintenance schedule and upgrades, that the existing ventilation, air filtration, and cooling infrastructure in all campus buildings where bargaining unit members work will meet all applicable health and safety laws and regulations.

Section 5. The University will continue its regular schedule of bathroom maintenance and upgrades. The University will also continue to maintain gender-neutral bathrooms on campus and make available a map of all gender-neutral bathrooms.

Section 6. Bargaining unit members who are assigned to work internationally will continue to receive applicable information and resources through the University's Global Safety and Support webpages. Students are required to comply with all applicable University travel

requirements, including but not limited to registering travel with the University and other requirements outlined on the University's Global Safety and Support website. Bargaining unit members will not be required to travel to any location defined under the University's High Risk Travel policy.

Section 7. The University will continue to provide first aid supplies in appropriate locations on campus, and will provide first aid training for bargaining unit members as determined by OARS and/or ECOS.

Section 8. The University will continue to send advisories out to bargaining unit members as part of its practice of communicating to the Northeastern community about local public health emergencies.

Section 9. Bargaining unit members who are sick should not report to campus for work and should utilize sick leave in accordance with this Agreement when they are sick and unable to work.

ARTICLE XV **PROHIBITION AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION**

Section 1. Non-discrimination. The University is committed to providing equal opportunity in employment to all qualified persons and does not tolerate discrimination or harassment by or against graduate student workers with respect to the following categories: race, sex (including pregnancy or conditions relating to pregnancy), gender identity or expression (actual or perceived), color, religion, creed, national origin, ethnicity, age, sexual orientation, disability status, veteran or military status, citizenship or country of residence, genetic information, ancestry, or any other protected status under Massachusetts, federal or local law or University policy.

- a. The University provides reasonable accommodations to employees with a disability, consistent with state and federal law and University policy.
- b. The University provides reasonable accommodations for pregnancy or pregnancy-related conditions in accordance with state and federal law and University policy.

Section 2. Sexual Harassment. The University prohibits sexual harassment, including quid pro sexual harassment and hostile work environment, in accordance with Massachusetts, federal or local law or University policy.

Section 3. Abusive Behavior. Neither the University nor the Union shall tolerate abusive behavior by GSWs or individuals who hold supervisory authority over a GSW.

Section 4. Non-Retaliation. The University prohibits retaliation against an individual for filing a complaint of discrimination or harassment in good faith, for cooperating in an investigation or opposing a discriminatory practice in accordance with federal, state or local law or University policy. Because graduate student workers also have an academic relationship with

the University, adverse actions in connection with academic decisions can constitute retaliation for exercising rights under this Agreement.

Section 5. Union Activities. Neither the University nor the Union shall discriminate or retaliate against any graduate student worker for engaging in any union activities or refraining from engaging in such activities in accordance with federal law.

Section 6. Gender Identity. Upon request from a GSW, the University will work to update aspects of a GSW's employment record to reflect a change in name or gender, consistent with applicable law and federal funding requirements. In accordance with the foregoing, University and department-level records should accurately reflect GSW pronouns and honorifics and any error found in this regard will be promptly corrected when brought to the attention of the department or program. The University shall respect the GSW's decision to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

Section 7. Procedure. Graduate students may pursue allegations of discrimination, harassment or retaliation with the Office for University Equity and Compliance which provides complaint and investigation processes in accordance with the University's Policy on Sexual and Gender Based Harassment and Title IX or pursuant to applicable University policies such as those prohibiting academic retaliation. Such complaints, including those based on Sections 1, 2, and 4 of this article, are excluded from the Grievance and Arbitration Procedure. Graduate students who seek reasonable accommodations may do so in accordance with the University's Policy on Reasonable Accommodation. Such requests are excluded from the Grievance and Arbitration Procedure. A grievance alleging a violation of Sections 3, 5, or 6 of this Article may not include additional allegations of discrimination, harassment or retaliation, including those based on Sections 1, 2 or 4 of this Article.

ARTICLE XVI **INTERNATIONAL STUDENT WORKER RIGHTS**

Section 1. The parties to this Agreement pledge themselves to a collaborative effort on the topic of GSW terms and conditions of employment through the Labor Management Committee or other applicable avenues of communication for international GSWs and other GSWs, consistent with the negotiated terms of this Agreement.

Section 2. The University will provide advanced notice to any GSW of a subpoena from a governmental agency seeking information about the student that is governed by FERPA.

Section 3. The Union shall engage in efforts to educate bargaining unit members about how to respond consistent with applicable law to a federal immigration agent who seeks to question them or seize any of their property while working on University premises, including as applicable, asking that the federal agent comply with legal requirements before any questioning or seizing of property.

Section 4. In the event that the University is served with a search or arrest warrant by DHS that has not been invalidated by a court of competent jurisdiction, the University shall

request that any questioning of GSWs on the University's premises occur in as private a setting as possible.

Section 5. The Union shall engage in efforts to educate bargaining unit members that if they are made aware of an immigration investigation about them that the bargaining unit member should contact the Union to let the Union know of the investigation.

Section 6. International GSWs shall have the same rights under this Agreement as non-international GSWs concerning work assignments.

Section 7. The University will continue its practice of assisting international students by providing documents necessary for immigration matters, and will respect privacy rights of GSWs consistent with all applicable laws.

Section 8. The University shall continue to maintain a list of attorneys and other immigration resources, that students may choose to contact for immigration questions.

Section 9. The University shall cooperate with the GSW in completing work authorization documentation consistent with applicable law. No GSW covered by this Agreement shall suffer any loss of seniority or compensation, due solely to any legal changes in the GSW's name or changes to social security number consistent with applicable law.

Section 10. The University will continue to offer support and resources for international graduate students through the Office of Global Services and other relevant offices.

Section 11. In cases where a GSW 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), and due to no fault of their own, the University shall consider whether it is possible to arrange for the GSW to perform their duties outside the U.S. when legally permissible, and if possible, shall undertake reasonable efforts to arrange for temporary performance of services so long as any remote work can satisfy the requirements of the student's assignment and is consistent with the needs of any project and project/funding conditions as applicable.

Section 12. Nothing in this Article shall preclude the University from continuing to offer benefits or advise international GSWs on visa issues as they relate to the academic and/or any employment relationship with the University

Section 13. International GSWs are to be given the same insurance benefits as non-international GSWs, subject to the terms of their admission and funding commitment, and the applicable terms of this Agreement.

ARTICLE XVII WORK TRAVEL

Graduate student workers (GSWs) who are required to travel as part of their work assignment shall be reimbursed for authorized expenses in a timely manner in accordance with the University and/or Departmental travel policies and processes, including the Concur

reimbursement process, as applicable, that can provide for reimbursement through direct deposit. Where applicable, and consistent with any grant requirements, costs associated with such required travel (e.g. hotel and airfare) will be paid in advance by the University. The parties agree that students are responsible for maintaining and submitting receipts through the applicable reimbursement process and that the timeliness of reimbursements is dependent upon student cooperation with this process. Reimbursements sought through Concur will be processed within thirty (30) days of completed reimbursement submissions, provided GSWs follow the reimbursement process requirements, including submitting applicable receipts.

ARTICLE XVIII **TRAINING**

Section 1. The University may require graduate student workers (GSWs) to undergo training related to their assigned duties. The University and the Union agree that training may be important to graduate student workers. The University retains the exclusive right to determine the content and delivery of training and will maintain support for training programs it determines are necessary for applicable GSW work responsibilities.

Section 2. The University shall provide any training it determines is necessary to fulfill GSW assigned work responsibilities. The University will cover the registration and attendance costs for any such required training. Attendance at any required work training shall be compensated at the GSW's applicable stipend or hourly rate, provided that GSWs shall not be entitled to receive pay for training in addition to their stipend or hourly pay.

Section 3. The University shall notify GSWs of any required work training in advance of their training.

Section 4. The Union may make recommendations to the University to address training concerns brought to its attention by GSWs or regarding the content and delivery of trainings. The University will consider Union recommendations but is under no obligation to adopt any recommendation.

Section 5. If a GSW or the union identifies additional training that may enhance a member's work, they may propose such training to the University. If approved, the University will cover the registration and attendance costs for such trainings as provided in Section 2.

Section 6. Bargaining unit members will be allowed time off at their applicable rate of pay in order to take an examination for professional licensing required by the University for their work assignment. The University will pay the costs for any such required professional license and training for the duration of the graduate student's work assignment. GSWs may request time off to take examinations for professional licensing related to a GSW's degree or to travel to approved conferences, other approved training or other events for professional development. Any decision to grant such time off for one GSW shall not be precedential or relevant to any other similar request by other GSWs.

ARTICLE XIX **PROFESSIONAL DEVELOPMENT**

Section 1. Importance of Professional Development. The University and the Union agree that professional development opportunities are important to graduate student workers (GSWs).

Section 2. On-Campus Professional Development. The University shall continue its practice of making on-campus professional development opportunities available to GSWs and other graduate students free of charge, as applicable.

Section 3. Establishment of Payment for Professional Development. All GSWs will be given access to Concur for approved reimbursement costs related to professional development.

Section 4. Eligible Expenses. GSWs may request that their advisor or supervisor purchase resources related to professional development. Each GSW may request up to \$750 worth of resources per year. All application requests presented to the University must contain written approval from the GSW's advisor or supervisor. Requests shall be for a scholarly, educational, or professional purpose, including but not limited to professional travel, supplies, books, journals, seminars, and equipment. University determinations to approve or deny requests shall not be subject to the grievance and arbitration process.

Section 5. Existing Travel Funds. PhD travel funding budgeted for the current fiscal year (7/1/24-6/30/25) will continue in effect to be available for that time period.

ARTICLE XX **GRIEVANCE AND ARBITRATION**

The University or the Union may file a grievance in accordance with the procedure in this article for matters grievable under this Agreement. A grievance within the meaning of this Article shall be a complaint or dispute arising out of the application or interpretation of a specific provision of this Agreement except as otherwise provided in the Agreement. Except as otherwise provided in the Agreement, the procedure outlined in this Article shall be the sole, exclusive process for resolving all grievances.

It is the objective of the University and the Union to encourage the prompt resolution of grievances in accordance with this Article in the interest of maintaining a safe and productive environment.

Section 1. A grievance may only be filed in writing or by email and shall specify the (1) grievant(s), (2) date of the alleged violation of the Agreement, (3) provision(s) of the Agreement alleged to have been violated, (4) facts supporting the alleged violation of each provision alleged to have been violated, and (5) relief requested by the grievant(s). All grievances must be filed within twenty-one (21) days after the event, or after the grievant should have become aware of the event, giving rise to the grievance. All grievances must be signed and dated by a Union representative or filed electronically from a University or Union email address. Grievances from personal email addresses shall not be deemed filed. Any grievance concerning a decision of the

Provost that allegedly impacts bargaining unit members in more than one college may be filed directly at Step 3 in one of the relevant colleges, provided all requirements of this paragraph are met.

Section 2 – Grievance Steps.

Step 1 (informal discussion)

The University and Union agree that any grievance filed under the grievance process should be informally discussed with the student's immediate supervisor (e.g. faculty member, administrator, Principal Investigator, etc., as the case may be) or Department Chair. Informal discussions should take place within ten (10) days of the grievance being filed. If the dispute is not mutually resolved within fourteen (14) days of the grievance being filed, the grievance may be presented at Step 2. Grievances not advanced to Step 2 will be deemed concluded with no further action possible under the grievance process, and no right to refile.

Grievances that are mutually resolved shall not be precedential.

Step 2

If the grievance is not resolved at Step 1, the grieving party may request that the grievance proceed to Step 2. Requests to advance the grievance to Step 2 must be filed within five (5) days of the expiration of the fourteen (14) day period in Step 1. Step 2 grievances must be presented to the head of University Labor Operations, with a copy to the relevant associate dean for graduate affairs in the student's college. If the request is timely filed, the University head of Labor Operations or their designee will schedule a meeting to discuss the grievance within ten (10) business days of receiving notice of the grievance. If the grievance is not resolved at the meeting, the University grievance meeting representative shall respond to the grievance within fourteen (14) days of the meeting.

Step 3

If the grievance is not resolved at Step 2, the grieving party may request that the grievance proceed to Step 3. Requests to advance the grievance to Step 3 must be filed within five (5) days of the Step 2 response or the expiration of the fourteen (14) day period in Step 2 if no response is provided. Step 3 grievances must be presented to the Dean of the grieving party's college, with a copy to the head of University Labor Operations and the relevant associate dean for graduate affairs in the student's college. If the request is timely filed, the Dean or their designee will schedule a meeting to discuss the grievance within ten (10) business days of receiving notice of the grievance. If the grievance is not resolved at the meeting, the University grievance meeting representative shall respond to the grievance within fourteen (14) days of the meeting.

Step 4

If the grievance is not resolved at Step 3, the grieving party may submit the grievance to arbitration by filing a written request with the other party and the Labor Relations Connection (LRC). The arbitration shall be conducted in accordance with the rules of the LRC in effect on the date of submission to the extent consistent with this Article. The request to arbitrate must be submitted within twenty-one (21) calendar days after one of the following events, as applicable: (1) receipt of the Step 3 grievance response, (2) the expiration of the fourteen (14) day period following the Step 3 meeting if no response is received after the meeting. Failure to timely request arbitration as provided herein shall constitute a waiver of the grievance. Copies of all correspondence by the Union or the University to the LRC concerning the arbitration shall be served on the other party. The arbitration shall be held in Boston, Massachusetts unless the University and the Union agree in writing to hold it elsewhere.

Section 3. If either the University or the Union timely raises an issue of procedural arbitrability at any time, the arbitrator shall bifurcate the hearing and hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance.

Section 4.

- a. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the University and the Union. Accordingly, in the absence of mutual consent of the University and the Union, an arbitrator may not be presented with or rule upon more than one grievance. It is the desire of the University and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the University and the Union agree otherwise in writing.
- b. The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to them. If the arbitrator finds that the University acted in accordance with its rights under Article III – Academic and Management Rights, the arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any such action taken by the University. The arbitrator shall have no authority to issue any award on an academic matter contemplated by this Agreement.
- c. The decision and award of the arbitrator shall be issued to the University

- and the Union within thirty (30) calendar days of the close of the arbitration or submission of briefs, whichever is later.
- d. The decision and award of the arbitrator shall be final and binding upon the University and the Union and the employees covered hereby to the extent provided by law.
 - e. The fees and expenses of the arbitrator, the hearing room and any hearing transcript shall be shared equally by the University and the Union. In the event that the Union withdraws the case prior to hearing and a cancellation fee is incurred, the Union shall be solely responsible for the fee.

Section 5. Failure of the Union to meet any deadline at any step of this grievance procedure, or to meet the procedural steps in Section 1, shall constitute a waiver of the right to grieve or of the grievance, as applicable, and no further action may be taken. The failure of the University to provide a response to the grievance within the time provided above in any grievance step shall permit the Union to proceed to the next step of the grievance process. Time is of the essence, and any time limits in this Article can only be waived or extended by the written agreement of the University and the Union. For purposes of calculating time limits under this Article, "days" shall not include University observed holidays as defined by the University Holiday Schedule, as it may be amended from time to time, which is herein incorporated by reference.

Section 6. A grievance alleging a violation of the Agreement by the Union which is initiated by the University shall be presented in writing to and discussed with the lead Union Steward within fourteen (14) calendar days of the later of the act or omission giving rise to the grievance or the date the University knew or should have known of the act or omission giving rise to the grievance. If such a grievance is not resolved within fourteen (14) calendar days after this discussion, it may be submitted to arbitration by the University in accordance with Step 4 of this Article.

Section 7. The parties agree that they will make every reasonable effort to schedule arbitrations at times that do not conflict with the teaching or research schedules of graduate students who either party anticipates will be attending the arbitration as a grievant or a witness. Bargaining unit members who are unable to appear in person due to a conflict may testify remotely if both parties agree. Absent agreement, the arbitration hearing record may be held open until testimony in person is possible.

Section 8. Representatives of the Union shall be permitted to attend any of the grievance step meetings, unless a representative is a student and attendance at a step meeting conflicts with that student's work commitments. Union representatives are free to present the Union's point of view regarding the grievance at such meetings. The Union shall provide the University with a list of individuals who may represent the Union and grievants in step meetings, and shall update that list at the start of each semester.

Section 9. The University shall not retaliate against any bargaining unit members for filing a grievance, or participating in the grievance process consistent with this Agreement.

Section 10. Grievances filed pursuant to this article prior to the end of the semester shall continue if the relevant time periods carry over into a new semester. The parties agree to adjust time limits as necessary to accommodate winter break where representatives and/or the grievant(s) may not be available. Such mutual agreement shall not be used by either party to delay the processing of any grievance.

Section 11. The parties shall have ninety (90) days from the effective date of this contract to reach agreement on a panel of arbitrators of at least 15 names who shall preside to hear grievances brought under this Article in accordance with this Agreement and applicable LRC rules. The LRC shall utilize this panel when selecting an arbitrator for a particular grievance, and the LRC shall provide an initial list of ten arbitrators. If the parties are unable to agree to a panel within this time period, the LRC shall utilize its normal roster. On the anniversary date of the effective date of this Agreement, each party may strike one (1) arbitrator from the agreed-upon panel of 15 arbitrators. In the event of a vacancy on the agreed-upon panel, whether by retirement, death or the preceding sentence, the parties shall meet to discuss a replacement arbitrator. If they are unable to agree, then the LRC shall be free to supplement the agreed-up panel with arbitrators from its roster, except that it may not use an arbitrator stricken from the agreed-upon panel.

ARTICLE XXI **JOB POSTINGS**

Section 1. The University shall post open hourly positions covered by this Agreement with the Office of Student Employment, Graduate Assistantships and Fellowships (“SEGAF”). Bargaining unit members may access and view open positions on the SEGAF webpage, and may apply for open positions through the SEGAF application process. Stipended PhD student workers (“GSWs”) who lose an appointment assignment and funding for reasons other than academic dismissal, failure to meet the terms of their appointment, failure to adhere to the terms of their funding commitment, or dismissal consistent with Article XX of this Agreement, hereafter “eligible GSWs,” may apply for open funded positions for which they qualify. Eligible GSWs may request information concerning open Teaching and/or Research Assistant positions covered by this Agreement with their college. Such requests must be in writing and directed to the relevant associate dean for graduate affairs with a copy to the relevant department chair in colleges with departments. Colleges shall endeavor to respond to such requests for information within ten (10) business days of receiving the request. This request process will cease upon the establishment of a webpage as set forth in Section 2.

Section 2. No later than the second year of this Agreement, the University will establish a webpage where colleges may post open teaching or research positions for eligible GSWs. Such postings will include the following information:

- title
- effective dates and duration if end date is known
- college and department, and supervisor if known
- general terms of the appointment, including stipend rate
- general scope of anticipated responsibilities
- anticipated weekly schedule if known at the time
- individual to contact to apply

Any application for a position under this Article does not supplant the applicable college or department-level appointment process.

Section 3. Eligible GSWs may apply for an open position if no replacement assignment and funding has been offered within fourteen (14) days of the student losing their appointment assignment and funding. Eligible GSWs should accept open positions in their department/program first, and absent such opportunities, may then accept open positions within their college. If there are no open positions they are qualified for in their college, they may seek an open position outside of their college. Nothing in this article supersedes or otherwise alters the terms of any student's funding commitment or admission terms.

ARTICLE XXII EMPLOYMENT RECORDS

Section 1. Employment records as used in this Agreement for GSWs shall mean the Appointment Letter, as well as any discipline imposed and written performance evaluations that are unrelated to academics and concerns non-academic work as defined in this Agreement. Employment records shall also include the following:

- Start date of the appointment/assignment
- Anticipated end date of the appointment/assignment
- Pay rate and frequency of pay for appointment/assignment
- Hours of work recorded by the graduate student worker, as applicable
- Hiring department or college
- Supervisor if reflected
- NUID

Section 2. “Employment records” shall not include any academic records, including records related to a GSW’s course of study, grades, academic progress, or course evaluations. Grievances and related documents generated as part of the grievance process shall not be maintained as part of an “employment record.”

Section 3. GSWs shall be able to obtain a copy of their employment records at least once each academic term by submitting a request for records to the associate dean for graduate affairs and department chair (when applicable) in their college. Hourly GSWs may also obtain bulleted information in Section 1 from the Office of Student Employment, Graduate Assistantships and Fellowships. Colleges shall endeavor to respond to requests under this request process within ten (10) business days. This process shall be replaced with an online direct systems access to their employment records once University systems are redesigned to accommodate such requests, which shall be within six (6) months of the effective date of this Agreement. Once direct systems access

is in place, the once-per-term request process outlined above shall no longer apply. The University shall provide notice to GSWs of the above records request process, including the location of direct systems access.

Section 4. GSWs may express disagreement with any information contained in their employment record by sending an email to the contact points for records requests outlined in Section 3. Such email shall set out the specific basis for the disagreement and the reasons therefor. The University shall consider the GSW's email and may adjust the information in response. Any email submitted from the GSW shall be considered part of their employment record, and provided in response to any request pursuant to Section 3 if available.

Section 5. "Employment records" shall be treated as confidential information consistent with any other student information maintained by the University. All policies and procedures designed to protect GSW information shall apply to such records. A GSW's name, NUID, email address, phone number, and physical address shall not be shared with any local or federal law enforcement agency except in accordance with applicable law. The University shall endeavor to inform GSWs whenever their records are shared with any law enforcement agency, including NUPD, consistent with applicable law. "Employment records" shall be retained consistent with University policies on record retention for student records.

Section 6. GSWs may authorize Union representatives to review their employment records through a FERPA release identified in Article XXIII. The authorization shall be valid for the period designated by the individual or, if no time period is designated, for one (1) calendar year from the date of authorization. The designee shall have access to all employment information in the records.

Section 7. Upon completion of the online employment records access system, GSWs shall be notified of the placement of any new or modified materials that are added to their employment records within two (2) business days if such material is added outside of the normal course of business and University systems can accommodate this function. The notification shall appear within the online system used for tracking employment records.

ARTICLE XXIII **UNION RIGHTS AND BARGAINING UNIT INFORMATION**

Section 1. The University shall make available, at no cost, a meeting space for the Union to conduct business from time-to-time pertaining to bargaining unit work, on the same terms as space is made available for other campus organizations. Meeting space shall be subject to availability and use of meeting space by the Union may not cause any disruption to University operations or classes. The University reserves the right to limit the use of approved meeting space, and to revoke use if it is inconsistent with this paragraph.

Section 2. Union representatives who are not students must provide reasonable advanced notice to contact points in University Labor Operations in advance of coming to campus for any meetings and requests for such representatives to attend meetings on campus shall not be unreasonably denied where the meeting pertains to servicing provisions of this contract. Union representatives must comply with University policies and practices that apply to visitors, including restricted use areas.

Section 3. Within thirty (30) days of the start of each semester, and whenever there is an update, the Union shall provide a list of the names and colleges of bargaining unit representatives who are authorized to act as representatives for the Union for purposes of investigation and resolution of grievances, attending meetings with a grievant, meeting with University officials and to address other matters pertaining to bargaining unit work.

Section 4. Bargaining unit member college mailboxes, to the extent available, may be utilized by the Union for purposes of communicating about bargaining unit work. The Union shall have access to one bulletin board per college for posting matters about bargaining unit work, and access is subject to the same policies and procedures that apply to postings on campus.

Section 5. The University agrees to provide newly admitted stipend graduate students a packet of materials to be supplied by the Union that will be included in their new PhD orientation packet. The University shall notify the Union no later than thirty-days prior to the annual new PhD orientation to enable the Union to provide materials in advance.

Section 6. Within thirty (30) days after the start of each semester, to the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide to the Union, at no cost, a list of graduate students covered by this Agreement, along with the following information:

- name
- home address (city, state, country only)
- major field of study
- college

Section 7. Within the 30-day period, above, for bargaining unit members who have completed and submitted a FERPA waiver to the University (as set forth in Section 8) by the start of the relevant semester, the University will also provide to the Union, at no cost, the following information if in its possession:

- Northeastern ID number
- Name on file
- street address, city, state on file
- cell phone number
- email on file
- appointment title and department or program
- home department, as applicable
- stipend or hourly rate of pay
- status as stipend or hourly
- college enrolled
- supervisor

Section 8. The University shall maintain a link that hosts a FERPA Release Form that can be accessed, completed and submitted in accordance with instructions in the link by bargaining unit members who wish to approve the release of information set forth in Section 2 to

the Union. The contents of the Release Form shall be determined by the University, and is subject to change by the University consistent with FERPA privacy requirements. Within ten (10) days of the effective date of this Agreement, if the effective date does not fall during winter break, the University shall forward the link to all bargaining unit members.

ARTICLE XXIV **UNION STEWARDS AND OFFICERS**

Section 1. The Union may designate a number of stewards appropriate to the size of the unit who shall be members of the bargaining unit. A steward processes grievances and may be present as a Union representative for unit members who request Union representation in a meeting to investigate conduct concerning a TA or RA assignment that may lead to non-academic discipline. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable release time from TA or RA work assignments to meet with University and Union representatives and process the grievance, provided that the steward arranges in advance with their supervisor to make up any work missed as a result of grievance processing, or otherwise arranges with their supervisor for coverage during grievance processing.

Section 2. The University shall provide reasonable release time, when necessary, for the Union-elected bargaining committee during each semester and summer sessions in which bargaining occurs for the purpose of negotiating the collective bargaining agreement between the Union and the University, provided that union bargaining committee members arrange in advance with their supervisor to make up any work missed as a result of negotiations, or otherwise arrange with their supervisor for coverage during negotiations.

Section 3. The University shall work with such individuals outlined in Sections 1 and 2 as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement.

ARTICLE XXIV **DISCIPLINE AND DISCHARGE**

Section 1. Decisions about academic standing or dismissal, and any other matter that concerns academics or academic assessment of bargaining unit members (including but not limited to failure to make adequate academic progress; performance in examinations; performance in projects or papers, or anything related to academic assessment for a course or other degree requirement; failure to meet academic milestones as expected; quality of research or teaching; academic dishonesty; violation of University rules of conduct unrelated to non-academic duties, etc.), shall be at the University's sole discretion, and shall not be subject to the grievance and arbitration process.

Section 2. Discipline as used in this Article shall refer to warnings, suspension or more severe discipline based upon misconduct related to non-academic duties for stipended graduate students (including but not limited to absenteeism; lateness pertaining to any aspect of non-academic duties; failure to adhere to stated course or research deadlines; failure or refusal to comply with instructions or directives from a supervisor; failure to aid in the preparation of a

course or research materials; failure to hold lab sections, labs or office hours; failure to timely grade; failure to perform assigned lab duties, willful abandonment of teaching or research assignments; failure to comply with applicable policies or procedures, etc.), and shall be for just cause. Discipline does not include actions taken related to work performance, including but not limited to the quality of teaching or research. Progressive discipline is not warranted in every case and any form of discipline can apply depending on the circumstances.

Section 3. Discharge for purposes of this Agreement means termination of an appointment before it would otherwise have ended for non-academic reasons. Discharge does not include non-appointment or non-reappointment of an individual, termination at the conclusion of a research or teaching appointment, withdrawal as a student or termination resulting from loss, cessation of, or change in the source of funding; all such decisions shall be at the University's sole discretion, and shall not be subject to the grievance and arbitration process.

Section 4. Where possible, before a suspension or discharge for the reasons identified in Section 2, a conference will be held with the graduate student and their supervisor. Nothing in this section shall prohibit the University from placing a graduate student on administrative leave without prior notice in order to investigate allegations of misconduct.

Section 5. The Union shall give written notice of any desire to contest a suspension or discharge within ten (10) calendar days from the date the student is notified of the suspension or discharge. Following such notice, the dispute may be submitted and processed under the grievance and arbitration process.

Section 6. Individuals who cease to be a graduate student cannot continue in a stipended or hourly role as contemplated by this Agreement and shall have no rights under this Agreement.

Section 7. The University and the Union shall maintain the confidentiality of all disciplinary actions consistent with FERPA and the Union agrees that it will cooperate with any procedures by the University to comply with FERPA.

Section 8. Supervisors will, as a best practice in applicable circumstances, attempt to address concerns before those concerns result in discipline.

Section 9. Notice of discipline or discharge shall include the action being taken, the basis for the action taken, along with notification that the bargaining unit member has the right to seek advice of the Union related to the discipline or discharge. In cases of discharge, bargaining unit members shall have the right to an investigatory meeting prior to issuance of a discharge decision, and the right to have a Union representative or another bargaining unit member present for the meeting, provided the availability of a desired representative shall not delay the meeting. The notice of any investigatory meeting shall include the conduct at issue, that discharge is being considered, and the right to bring a representative to the meeting.

Section 10. The Union may file a grievance challenging a discharge determination at Step 2 of the grievance process consistent with this Article and the Agreement, provided that the grievance otherwise meets the requirements of Section 1 of the Grievance and Arbitration article, and is presented within twenty (20) days of the decision date.

ARTICLE XXV **INTELLECTUAL PROPERTY**

The University respects the rights of students to pursue their rights related to intellectual property set forth in University policies and shall not engage in retaliation against any bargaining unit member who asserts those rights in good faith under those policies.

XXVI **CLASSIFICATIONS**

Graduate students who are part of the bargaining unit and perform services covered by this Agreement shall fall into one of the following four general classifications: Stipended Graduate Teaching Assistant – TA Course Lead (a.k.a. instructor of record -- leads course lectures), Stipended Graduate Teaching Assistant -- TA, Stipended Graduate Research Assistant -- RA, Hourly Graduate Student.

ARTICLE XXVII **NO STRIKE/NO LOCKOUT**

Section 1. During the term of this Agreement or any extension thereof, the Union, its representatives, agents, stewards and members will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, sympathy strike, work stoppage, sit-down, slowdown, curtailment of work, withholding or delaying of any grades, academic evaluations, or other documents or responsibilities pertaining to Northeastern students, including any bargaining unit member research obligations, or any take part in any other interference with the University's work, services or operations. Nor shall the Union, its representatives, agents and stewards, and bargaining unit members engage in any form of harassment or discrimination of bargaining unit members who refuse to engage in any union-related activity, including the payment or non-payment of union dues or fees.

Section 2. Any bargaining unit member engaging in any conduct prohibited by this Article will be subject to disciplinary action, including discharge from their appointment, as determined by the University. Any bargaining unit member disciplined or discharged for failing to comply with this Article shall not have recourse to the grievance and arbitration procedure in Article XIV, provided, however, that a student who contends they did not engage in such prohibited conduct shall have access to the grievance arbitration process but the sole question for resolution will be whether they participated in such prohibited activity. The University's decision as to the specific discipline issued for any violation shall not be subject to challenge under the grievance and arbitration process.

Section 3. The Union is obligated to immediately inform any unit member(s) who engages in conduct prohibited under this Article that such action is prohibited by the Agreement and that such unit member(s) must cease such action and return to full, normal, and timely duties associated with their appointment. The Union shall also distribute to the unit member(s) and the University, and post on its website and all Union social media, a written notice, signed by an officer of the Union, that the work stoppage or other prohibited conduct outlined above is not

authorized, condoned or sanctioned by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union that bargaining unit members have engaged in conduct prohibited by this Article.

ARTICLE XXVIII **LABOR MANAGEMENT COMMITTEE**

Section 1. A Labor Management Committee (LMC) shall be formed with up to four (4) representatives for the University and up to four (4) representatives for the Union that shall meet monthly at mutually agreed upon dates and times for the first year of the Agreement, and then quarterly thereafter. Nothing contained herein shall prevent the aforementioned from meeting more or less frequently, or including additional participants upon mutual agreement. Each side shall select its own representatives.

Section 2. The purpose of the LMC will be to discuss matters of concern to either or both sides, including the administration of this agreement and other related issues. The LMC shall not discuss active grievances, nor shall meetings be considered or be used for the purpose of bargaining or to reopen the Agreement.

ARTICLE XXIX **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 to the extent consistent with such court ruling; but the remainder of this Agreement shall continue in full force and effect. In such an event, as described above, the parties agree to discuss and renegotiate affected article provisions found to be unlawful, within 30 days following a written request to do so made by either party. The aforementioned renegotiation of provisions of this agreement may be delayed or otherwise paused by mutual agreement of the parties.

ARTICLE XXX **NO PAST PRACTICE**

Any benefits conferred or practices by the University, or a college, division, department, program or faculty member that are not specified in this agreement do not create any rights and, unless specifically provided herein to the contrary, shall not be binding on the University. Economic benefits, and all other terms and conditions of employment which were in effect on the effective date of the Agreement, and which are not specifically provided for or abridged by this Agreement, may continue in effect under conditions upon which they had previously been granted throughout the life of this Agreement at the discretion of the University.

ARTICLE XXXI **COMPREHENSIVE AND COMPLETE AGREEMENT**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and to negotiate over, any permitted subject of bargaining, and the understandings and agreements reached by the parties exercising that right and opportunity are set forth in this Agreement. Therefore, the

parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement or required by law, to bargain collectively with respect to any subject referred to or covered in this Agreement. This Agreement may not be changed, modified or amended, except by an express written agreement signed by authorized agents for both parties.

ARTICLE XXXII DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing upon signature by the parties, and shall continue until June 30, 2028, unless the parties mutually agree otherwise. The terms and conditions of this Agreement shall remain in full force and effect commencing upon signature by the parties, and shall continue until midnight June 30, 2028, unless the parties mutually agree otherwise. The Agreement shall automatically renew in full force and effective from year to year after June 30, 2028, unless in accordance with Section 8(d) of the National Labor Relations Act, either party seeking to terminate or modify the agreement provides at least 60 days' advanced notice of such intention.

AGREED:

Northeastern University

Graduate Employees of Northeastern University - UAW

Dated:

APPENDIX A
DUES/FEES CHECK-OFF AUTHORIZATION

I hereby authorize and direct Northeastern University (“the University”) to deduct from my hourly compensation or stipend—and to transmit to the United Autoworkers Union (“Union”— dues or fees in the amount established or revised by the Union in accordance with its constitution and/or bylaws. If for any reason the University fails to make a deduction, I authorize the University to make such deduction in a subsequent payroll period. The Union is authorized to deposit this authorization with the University, and is authorized to redeposit this authorization with the University if my hourly employment terminates and I am later rehired, or if my PhD graduate assistantship terminates and I am later reinstated or reappointed to a PhD graduate assistantship.

This authorization is entirely voluntary on my part, and shall be irrevocable and automatically renewed each year for successive periods of one year while I am a graduate student and this agreement is in effect, unless revoked by me by notice sent to the Union and the University. Notice to the University should be sent to the University Office of Labor Operations, with a copy to University Payroll Services at unionduesforms@northeastern.edu. I understand the processing of any revocation will not be immediate and may take a month or longer to take effect.

APPENDIX B

UAW V-CAP DEDUCTION AUTHORIZATION

I hereby authorize and direct Northeastern University (“the University”) to deduct from my hourly compensation or stipend—and to transmit to the United Autoworkers Union (“Union”)—a V-CAP contribution in the amount of \$1, \$3, \$10, or other amount designated by me set forth below. If for any reason the University fails to make a deduction, I authorize the University to make such deduction in a subsequent payroll period. The Union is authorized to deposit this authorization with the University, and is authorized to redeposit this authorization with the University if my hourly employment terminates and I am later rehired, or if my PhD graduate assistantship terminates and I am later reinstated or reappointed to a PhD graduate assistantship.

This authorization is entirely voluntary on my part, and shall be irrevocable and automatically renewed each year for successive periods of one year while I am a graduate student and this agreement is in effect, unless revoked by me by notice sent to the Union and University. Notice to the University should be sent to the University Office of Labor Operations, with a copy to University Payroll Services at unionduesforms@northeastern.edu. I understand the processing of any revocation will not be immediate and may take a month or longer to take effect.

Amount of deduction contribution: _____