

**2018 - 2021 COLLECTIVE BARGAINING AGREEMENT
SEIU LOCAL 509 & BRANDEIS UNIVERSITY
GRADUATE ASSISTANTS**

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PREAMBLE

The Union and the University value and respect the role of the Graduate Assistants covered by this Agreement as essential contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, civility, and cooperation toward a common objective of providing an exceptional educational experience for the University's students.

We believe in effective communication, mutual respect, and meaningful involvement of Graduate Assistants in working towards this common objective. The Union recognizes and supports the commitment of the University to provide the very best in educational opportunities to all students. The University recognizes and respects the Union's commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the Grievance and Arbitration Procedures established in this Agreement, including its emphasis on informal resolution.

The University and the Union also agree that any public statements made during the term of this Agreement concerning any dispute or proceeding between the University and the Union will be consistent with the spirit of professionalism and civility that the parties have committed to maintain.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions, and experiences and recognize the value such diversity has in providing a high-quality education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of the University's students and those who provide for their education.

A NOTE ON GENDER INCLUSIVITY

As institutions fully committed to gender inclusivity, the University and the Union have agreed to use "they," "their" and "them" as singular, gender-neutral pronouns throughout this Agreement.

ARTICLE 1

RECOGNITION AND BARGAINING UNIT DESCRIPTION

1.1 Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-196695, Brandeis University (hereinafter referred to as the "University") hereby recognizes the Service Employees International Union Local 509, CTW,

CLC, (hereinafter referred to as the "Union") as the sole and exclusive collective bargaining representative of all PhD students employed by the University to provide instructional services, subject to the provisions of this Article.

1.2 Qualifying Assignments. To be considered as part of the bargaining unit, Graduate Assistants must both be

- A. Currently be in pursuit of a PhD at the University; and
- B. Provide instructional services, whether as
 - (1) Teaching Assistants or
 - (2) Teaching Fellows

1.3 Excluded Employees. The following employees shall not be considered part of the bargaining unit:

- A. All masters students;
- B. All graduate students in the Rabb School of Continuing Studies;
- C. Graduate students receiving University Prize instructorships; and
- D. All other employees, managers, confidential employees, guards, and supervisors as defined in the Act.

ARTICLE 2

BARGAINING UNIT INFORMATION

2.1 Two (2) weeks prior to the start of each semester, the University will provide the Union with the following information regarding bargaining unit members:

- A. Directory information, including
 - (1) Name,
 - (2) Home address,
 - (3) Phone number,
 - (4) University email, and
 - (5) Employee ID number;
- B. Home Academic Department or School;

- C. Teaching Department or School; and
- D. Amount of compensation taxed as wages for teaching.

2.2 List Updates.

A. If any Graduate Assistants are hired after this initial list is sent to the Union, the University will provide the Union with the information listed in Sections 2.1(A-D) for the newly hired Graduate Assistants within two (2) weeks of the end of the ADD period each semester. If any Graduate Assistants initially reported are later excluded from the bargaining unit due to a change in or cancellation of courses, the University shall notify the Union as soon as possible.

B. Two (2) weeks after the end of the ADD period each semester, the University will provide a list to the Union detailing the courses and labs in which all Graduate Assistants are employed, including the following information:

- (1) The name, prefix, and number of the course,
- (2) The title of the Graduate Assistant, and
- (3) The name of the Graduate Assistant's Supervisor.

2.3 Notification.

A. The Union agrees to notify the University of its upcoming obligations as defined in this Article at least two (2) weeks prior to the deadlines established in Sections 2.1 and 2.2.

B. If the Union fails to notify the University by the deadline established in Section 2.3(A), the University shall provide the information agreed to in this Article no later than two (2) weeks after the Union does send notification.

C. The University recognizes its ongoing obligation to provide this information and shall make reasonable efforts to prepare for such requests without needing to wait for notification.

ARTICLE 3

NO STRIKE – NO LOCKOUT

3.1 During the term of this Agreement or any extension thereof, the Union, its representatives, agents, and members will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, sympathy strike, work stoppage, sit-down, slow-down, curtailment of work, or withholding or delaying of any grades, academic evaluations, or other documents, nor shall any Graduate Assistant engage in such conduct.

3.2 Any Graduate Assistant engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the Graduate Assistant violated this Article is subject to challenge under the Grievance and Arbitration Procedures of this Agreement. However, the University's decision to discipline, suspend or discharge a Graduate Assistant for such violation shall not be subject to challenge under the Grievance and Arbitration Procedures.

3.3 In the event that any Graduate Assistant violates the provisions of Section 3.1, the Union shall immediately inform such Graduate Assistant(s) through all reasonable means that such action is prohibited under this Agreement and that such Graduate Assistant(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Graduate Assistant(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.

3.4 During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out any of the Graduate Assistants covered by this Agreement.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

4.1 Statement of Values. Unlawful discrimination has no place at the University and offends the University's core values, which include a commitment to equal opportunity and inclusion. The University and the Union hereby affirm a mutual commitment to affirmative action and a community that is truly integrated, diverse, and inclusive.

4.2 Policy. Neither the University nor the Union shall discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status, union membership or participation, or any other characteristic protected under applicable federal or state law.

4.3 Non-Retaliation Agreement. Filing a complaint of discrimination or cooperating in an investigation of alleged discrimination shall be a protected activity. Retaliatory actions against any individual for initiating or otherwise participating in such protected activities shall be expressly forbidden.

4.4 Time Limit. For the purposes of this Article, the time limit for filing a grievance regarding claims of discrimination shall be three hundred (300) days from the date of the alleged discriminatory conduct.

4.5 By filing a charge of discrimination with the Massachusetts Commission Against Discrimination or the Equal Employment Opportunity Commission, the Graduate Assistant waives their right to file a grievance under this Article.

ARTICLE 5

ACADEMIC FREEDOM

5.1 **Statement of Values.** Academic Freedom is essential to both the public good and the Mission of the University. It is a fundamental aspect of higher education and applies to both teaching and research. Academic Freedom is fundamental to the advancement of truth and the protection of the rights of educators and is the cornerstone of the right of students to learn.

5.2 **Policy.** The University affirms and protects the full freedom of scholarly and intellectual inquiry and expression of Graduate Assistants in their teaching, advising, and discussion. Graduate Assistants have the right to express their thoughts freely and openly in all spaces relevant to the performance of their teaching duties (such as classrooms, offices, and laboratories). Such freedom carries with it the correlative responsibility of upholding standards for civil discourse and scholarly integrity.

5.3 Graduate Assistants, as persons of learning, members of a learned profession, and employees of the University, shall strive to be accurate and fair-minded when discussing controversial matters in a professional capacity.

5.4 When a Graduate Assistant speaks or writes in public, other than as a representative of the University, they are free from institutional restraints.

5.5 The parties agree to discuss freedom of expression once the Presidential Task Force on Free Expression completes its report.

ARTICLE 6

HEALTH AND SAFETY

6.1 The University shall provide Graduate Assistants safe working conditions and workplace protections that meet OSHA standards and other applicable state or federal regulations governing workplace safety. The University will comply with all such applicable state and federal laws and regulations regarding health and safety.

6.2 A Graduate Assistant must comply with all applicable health and safety OSHA regulations.

6.3 The Union and the University acknowledge a mutual desire to improve on-campus access to mental health resources for Graduate Assistants. The University will continue to implement new methods for delivering such resources, including providing confidential and discreet access to mental healthcare practitioners at various locations around campus. The Union and the University agree that the Labor-Management Committee established in Article 7 shall be an appropriate venue to discuss the progress of such implementation. The University further agrees to discuss major changes to mental healthcare services with the Union prior to implementation.

6.4 Graduate Assistants with health challenges shall be entitled to request and receive parking permits in accordance with the University's normal policies and procedures. The University may grant permits as exceptions to normal policies and procedures on a case-by-case basis for Graduate Assistants with special needs, such as pregnancy or temporary injury.

ARTICLE 7

LABOR-MANAGEMENT COMMITTEE

There will be a Labor-Management Committee with up to five (5) members on each side that will meet one (1) time each semester and once during the first two (2) weeks in June to discuss matters necessary to the implementation of this Agreement and of general interest to the Graduate Assistants or the University; additional meetings may be added by mutual consent. These meetings shall not be used for negotiations or to discuss pending grievances. If neither party deems it necessary to hold one of these meetings, that meeting may be cancelled. Designated representatives of the Union and the University will suggest agenda items prior to each meeting. The parties will designate their own representatives to the committee.

ARTICLE 8

MANAGEMENT RIGHTS

8.1 All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to,

A. All rights and prerogatives granted by applicable law; as well as

B. The right to

(1) Generally determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations, and resources;

- (2) Take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary, and financial procedures by which the University's programs, services, and operations are to be conducted;
- (3) Establish, maintain, modify, or enforce standards of performance, productivity, conduct, order, safety, and other University rules and regulations;
- (4) Alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
- (5) Recruit, hire, appoint, assign, schedule, transfer, direct, train, supervise, evaluate, promote, retain, discipline, demote, suspend, and dismiss employees;
- (6) Determine or modify the hiring criteria and work standards for and the number and qualifications of employees;
- (7) Subcontract all or any portion of any operations; and
- (8) Exercise sole authority on all decisions involving academic matters, including:
 - (a) any judgments concerning academic programing, including (i) courses, curriculum, and instruction; (ii) content of courses, instructional materials, the nature and form of assignments required including examinations and other work; (iii) methods of instruction; (iv) class size; (v) grading policies and practices; and (vi) academic calendars and holidays;
 - (b) the development and execution of policies, procedures, rules and regulations regarding the Graduate Assistants' status as students, including but not limited to all questions of academic standing and intellectual integrity; and
 - (c) any evaluations and determinations of Graduate Assistants progress as students, including but not limited the completion of degree requirements.

8.2 Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

8.3 The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way.

ARTICLE 9

EMPLOYEE RIGHTS AND RESPONSIBILITIES

9.1 **Written Policies.** Any written University, School, and/or Departmental policies that affect employment, to the extent they exist, shall be made available to the Graduate Assistant before the beginning of their appointment, with updates provided as available.

A. No Graduate Assistant will be disciplined for following established University, School, Department, or Program policies.

B. The University, its Schools, Departments, and Programs, shall make good faith efforts to reduce policies pertaining to Graduate Assistants to writing, and shall communicate such policies as soon as they are available.

C. Such policies may encompass, but are not limited to,

- (1) Plagiarism and other student code of conduct regulations;
- (2) Mission Statements;
- (3) Employee handbooks, guidelines or procedures;
- (4) Teaching and grading responsibilities; and
- (5) Syllabi.

(a) A Graduate Assistant who is assigned to a course for the first time shall receive from the course instructor, Department Chair, Program Director, or designee (as appropriate), within a reasonable time before the beginning of their assignment, a copy of the syllabus to be used in the course.

(b) If the Graduate Assistant believes that the course syllabus should be modified, then they may discuss such changes with either their Supervisor, Program Director, or Department Chair.

9.2 **Additional Policies.**

A. **Expenses.** Graduate Assistants shall not be made to pay out of pocket for supplies, materials, and/or software for a course, laboratory, or other work assignment, or to cover

the cost of an approved field trip. In the unusual event that the Unit Head or designee has authorized out-of-pocket expenditures in writing, the University shall arrange for payment for such expenses.

B. Field Trips. All proposed course-related field trips must be approved in advance by the relevant Unit Head and, if approved, Graduate Assistants must abide by applicable guidelines and policies relating to such field trips.

9.3 Access to Facilities and Services.

A. Graduate Assistants shall have access to the same employee discounts and features as other employees with similar teaching and research responsibilities.

B. Graduate Assistants shall have access to appropriate space to prepare for class, meet with, and advise students, including private space when necessary. This should not be construed, however, as requiring private offices for Graduate Assistants. Prior to any decisions made at the Department or School level related to the allocation of office space, the Supervisor shall meet with affected Graduate Assistants to discuss proposed changes and possible alternatives.

C. To the extent available, Graduate Assistants shall have access in the Department to computers with Internet access, printers, photocopying, and tech support in order to prepare for classes, serve students, reserve rooms, record lectures (using automated equipment), and otherwise fulfill the obligations of their employment. Consistent with the University's policies and practices regarding facilities, Graduate Assistants who work after 5pm and on weekends will have access to office facilities and services during those times as well, subject to the specific needs of their employment.

D. Graduate Assistants shall be provided with individual mailboxes in each Department to receive student papers, employee announcements, and mail.

E. Supplies. Graduate Assistants shall have access to equipment and supplies necessary to the performance of the work assignment. Such supplies shall include desk and instructor copies of textbooks, as applicable to each assignment.

F. Equal Access. Graduate Assistants who require special accommodations in order to access and/or utilize facilities and/or services pursuant to their work assignment (including, but not limited to, buildings, classrooms, laboratories, office spaces, supply rooms, computers, libraries, printers, and copy machines) may submit such requests to [University-designated office]. Such requests shall be addressed in compliance with all applicable state and federal laws. Additionally, requests for accommodations not covered by law shall not be unreasonably denied.

9.4 Graduate Assistants shall receive information with respect to scheduling, teaching, instructional policies, or any other aspect that directly concerns their function as Graduate Assistants. The distribution of such information shall not be left up to the discretion of the Supervisor.

ARTICLE 10

UNION RIGHTS

10.1 Outside representatives of the Union shall have reasonable access to the University's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted. Attempts to disrupt normal business and classroom activities are also prohibited. The Union agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

10.2 The Union shall have the ability to reserve meeting space on campus, subject to University procedures for room reservations, for purposes of representing Graduate Assistants.

10.3 By October 15 of each year, the Union shall provide a list of those Graduate Assistants who will represent the unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a Grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such list will be periodically updated as needed.

10.4 Union representatives shall be given reasonable time by the University at all University or School-level new student orientations at which Graduate Assistants are expected, in order to address new members of the bargaining unit. The University shall provide at least one (1) week's advance notice of these orientations to the Union.

10.5 The Union shall be permitted to post notices pertaining to Union interests on designated University bulletin boards in academic and administrative buildings. The Union shall monitor its postings and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the administration.

ARTICLE 11

UNION SECURITY AND DUES DEDUCTION

11.1 Student/Employee Distinction. In no circumstance shall any provision in this Article affect a Graduate Assistant's student status. Any consequences of this Article shall only apply to their employment as a Graduate Assistant.

11.2 Union Membership. It shall be a condition of employment that all Graduate Assistants shall maintain union membership (or pay agency fees, as per Section 11.3). At the time of this Agreement's effective or execution date, whichever is later, Graduate Assistants who are

- A. Members of the Union in good standing shall remain members in good standing;
- B. Not members in good standing shall, by the thirtieth (30th) subsequent calendar day, become and remain members in good standing of the Union; or
- C. Hired on or after this date shall, by the thirtieth (30th) calendar day following the beginning of such employment, become and remain members in good standing of the Union.

11.3 Agency Fees. Graduate Assistants shall have the right to, in lieu of union membership, pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law.

11.4 Dismissal. The Union may request that a Graduate Assistant who fails to join the Union, maintain Union membership, or pay a representation fee be dismissed from employment. If the Union makes such a request, the University shall comply. Prior to any dismissal, the Graduate Assistant shall be offered an opportunity within thirty (30) calendar days, following the written notification from the Union to the University requesting discharge, to pay the required dues and/or fees that have not been tendered. If the Graduate Assistant fails to pay within that time period, and the Union so verifies, the University shall dismiss the Graduate Assistant from employment, provided, however, that no such dismissal shall take effect during a semester in which the Graduate Assistant is teaching a course or courses. In such case, dismissal will be at the conclusion of the semester.

11.5 COPE Contributions. The University agrees to deduct voluntary contributions made by Graduate Assistants to the SEIU Local 509 Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Such contributions are strictly voluntary and can be in any amount as determined by the Graduate Assistant.

11.6 Payroll Deduction. The Union shall establish and certify in writing to the University Office of Human Resources the amount of dues. The Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing that they wish such deductions to be made.

- A. Each payday, the University shall deduct from the portion of a Graduate Assistant's wages attributable to their responsibilities as a Teaching Assistant and/or Teaching Fellow, a sum of dues, agency fees, and/or COPE contributions owed the Union

and authorized under federal labor law, provided the Graduate Assistant has furnished the University a written assignment executed in accordance with law.

B. Authorization. The Union will provide to the University a suitable form for the authorization of this payroll deduction. The Union shall be ultimately responsible for obtaining executed written assignments from existing Graduate Assistants. However, the University shall cooperate with the Union in seeking compliance with this provision by

(1) Notifying covered Graduate Assistants at their time of hire of the existence of this Agreement, and

(2) Providing them with union membership and payroll deduction materials supplied by the Union, including with their initial employment packet.

C. Revocation. A Graduate Assistant shall be free to revoke their dues authorization at any time by notifying the University Office of Human Resources in writing.

D. Notification. Materials voluntarily completed by the Graduate Assistant and returned to the University, including dues authorization forms and revocations thereof, shall be promptly remitted to the Union within two (2) business days of their receipt.

E. Remission of Dues. On or about the fifteenth (15th) of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Graduate Assistant to the University Office of Human Resources.

F. Redress for Missing or Incorrect Deductions. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a Graduate Assistant is processed incorrectly, the University will correct the error in the next pay period after being informed of the error by either the Graduate Assistant or the Union. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof forty-eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the Graduate Assistant.

11.7 Indemnification. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by a Graduate Assistant arising out of or by reason of action the University takes pursuant to this Article.

ARTICLE 12

APPOINTMENTS AND ASSIGNMENTS

12.1 Each offer of appointment or reappointment to a Graduate Assistant position shall be made by the University in writing and shall state the term of the appointment or reappointment.

12.2 In cases where advanced preparation is required by the Graduate Assistant before the first day of classes, the start date of the appointment will be set to provide a reasonable length of time to accomplish this work.

12.3 The University shall provide a written appointment letter offering an individual an appointment or reappointment.

A. The University will make reasonable efforts to notify incoming students and continuing students of their Fall appointments by May 1, but no later than July 1.

B. For students whose appointments begin in any other semester, the University will make reasonable efforts to notify students of their appointments sixty (60) days prior to the beginning of the work assignment, but no later than thirty (30) days prior to the beginning of the work assignment.

C. Nothing in this Article shall preclude the University from offering newly available employment opportunities after the above deadlines.

12.4 The letter of appointment shall include the following information:

A. Appointment title;

B. Effective dates of the appointment;

C. Employment unit (e.g., department, college, institute, area, center, etc.);

D. Supervisor name and contact information;

E. A brief summary of the general nature of required duties;

F. Amount of compensation earned for instructional services for the term of the appointment;

G. General information on tax liability as a result of this employment;

H. Response requirements, if any; and

I. A statement reading, "PhD students at Brandeis who perform instructional services work under a contract negotiated by the Service Employees International Union, Local 509. SEIU is the labor union certified as the exclusive bargaining agent for you and your colleagues. For more information about your rights under this contract, visit www.seiu509.org/highered or email facultyforward@seiu509.org."

12.5 Supplemental Description of Duties. This information should normally be provided at the time of the appointment letter. In such cases where specific information is not known, as much of this information as is available shall be provided with the appointment letter and the remaining information shall be supplied as soon as it is available. The University shall provide Graduate Assistants with applicable documentation detailing the specific duties of the appointment for that semester, which may include:

- A. The assigned course title and catalog description;
- B. The duties that the Graduate Assistant will be required to perform;
- C. Course meeting times;
- D. The name and contact information of the instructor of record, if that is not the Graduate Assistant and if this person is different from the Supervisor;
- E. The maximum number of students for which the Graduate Assistant will be responsible per class, section, lab, etc.;
- F. Any specific requirements of the course, including but not limited to, any required or standard syllabus, textbook, or other instructional material(s); and
- G. Conditions of employment, including but not limited to mandatory attendance at meetings related to employment, and any additional information necessary to the successful completion of the assignment.

ARTICLE 13

WORKLOAD

13.1 The nature of academic work entails normal fluctuations in the amount of work required in any given week.

13.2 Graduate Assistants can expect different weekly averages of required work hours depending on their job title, as described in Appendix B and incorporated herein by reference.

- A. Teaching Fellows may work up to an average of fourteen (14) hours per week per course.

B. Teaching Assistants may work up to an average of ten (10) hours per week per course.

C. Graduate Assistants routinely working more than the expected weekly average are encouraged to report this to their Supervisor. If in receipt of such a report, the Supervisor shall assess the Graduate Assistant's workload and adjust it as necessary to bring it into compliance with the standards of this Article.

13.3 Substitutes and Other Additional Work. No Graduate Assistant shall be made to take on additional workload beyond that which is specified in Section 13.2, including substituting for another Graduate Assistant. Such tasks shall be voluntary, and subject to the payments specified in Article 18 (Wages).

ARTICLE 14

PROFESSIONAL FEEDBACK

14.1 Supervisors shall provide regular feedback to Graduate Assistants on the work they perform, including advice, guidance, and support on how to improve their performance. Flexibility in such feedback is encouraged, so as to address the broad nature of work performed by Graduate Assistants and their individual needs.

14.2 Notwithstanding the flexibility encouraged in Section 14.1, the following minimum standards shall be met by all Supervisors.

A. Early Intervention. In the event that a Supervisor has reasonable concerns about a Graduate Assistant's performance, they shall meet with the Graduate Assistant individually as soon as practicable to discuss such concerns and provide the necessary guidance and support for the Graduate Assistant to improve.

B. Course Review. At least once per course term, every Supervisor shall hold a meeting with Graduate Assistants they Supervise to discuss the Graduate Assistants' performance. Such meetings shall emphasize encouragement and the development of skills, practices, and/or techniques, as appropriate.

C. Written Feedback. Supervisors are encouraged to provide written feedback to each Graduate Assistant they supervise at least once per semester. Schools, Departments, and Programs are encouraged to adopt their own forms or procedures for determining the parameters of such written feedback. A sample form is included in this Agreement as Appendix C; any School, Department, or Program may use this form as its standard.

ARTICLE 15

PERSONNEL FILES

15.1 The University will maintain a personnel file for each Graduate Assistant. These files shall be accessible through the Graduate Assistant's School.

15.2 A Graduate Assistant shall be permitted to review their personnel file within five (5) business days by issuing a written request to the School. Such review shall take place during regular business hours at a mutually agreed upon location on the University campus. With the permission of the Graduate Assistant, Union representatives may be present at the review and may examine the documents. Additionally, upon a Graduate Assistant's written request, such Graduate Assistant will be given, within five (5) business days, a photocopy of the file.

15.3 Neither the Graduate Assistant nor the Union representative may remove any documents or items from the file.

ARTICLE 16

DISCIPLINE AND DISCHARGE

16.1 The Union acknowledges it has no right to interfere with or grieve decisions regarding academic performance and/or student status.

16.2 Discipline may include written warnings, unpaid suspensions, or discharge.

A. A Graduate Assistant will not be disciplined, suspended, or discharged without just cause.

B. Discharge, for purposes of this Agreement, shall mean the termination of a Graduate Assistant's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of a Graduate Assistant, nor does it mean the failure to offer an appointment to a Graduate Assistant.

C. At the discretion of the Dean of the School, a Graduate Assistant may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.

D. Reassignment shall not be used as a disciplinary measure.

16.3 It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Graduate Assistant must comply, provided the remedial measures are rehabilitative rather than punitive.

16.4 A Graduate Assistant may request that a Union representative be present at any investigatory meeting that the Graduate Assistant reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not be denied.

ARTICLE 17

GRIEVANCE AND ARBITRATION

17.1 Informal Resolutions. The parties recognize the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and agree to make every effort to encourage the informal resolution of complaints before they become formal grievances. The parties agree that such informal resolutions shall occur, if possible, by direct discussion between the Union and the University as well as between the aggrieved parties.

17.2 Formal Resolutions. Notwithstanding Section 17.1, the procedures set forth in this Article shall be the sole and exclusive procedure for the formal resolution of grievances under this Agreement.

17.3 General Provisions.

A. Time Limits.

(1) All time limits shall be suspended during the period between the University's Commencement and the first day of class in the Fall semester and the period between the last day of class in the Fall semester and the first day of class in the Spring semester.

(2) All time limits herein may be extended by mutual agreement expressed in writing.

(3) Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each Step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

(4) Failure by the University at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next Step.

(5) Failure by the Grievant to comply with the time limitations of Step 1 shall preclude any subsequent filing of the grievance.

B. The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of the Arbitrator.

C. Any grievance filed by the Union on behalf of two (2) or more Graduate Assistants may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.

17.4 Discrimination Grievances. If a grievance involves allegations that the University has discriminated on the basis of any provision established in Article 4.2 (Equal Employment Opportunity and Non-discrimination), or any other class protected under University policy or applicable law, it will be processed through the University's procedures for discrimination claims.

A. Graduate Assistants who file a complaint regarding discrimination with the Vice President of Human Resources will be notified of their right to file a complaint with outside agencies.

B. The charge of discrimination will be investigated and the University shall make determination of whether or not discrimination has occurred and take any necessary action.

C. If the Union is dissatisfied with the University's findings or actions, the Union may take the matter to mediation and arbitration by serving notice in accordance with this Article. The University shall announce its findings and plans for action as if its investigation constituted Step 2 of the grievance process.

D. The time limit for filing a grievance regarding claims of discrimination shall be three hundred (300) days, as per Article 4.4 (Equal Employment Opportunity and Non-discrimination).

17.5 Initial Filing. An aggrieved Graduate Assistant or the Union shall present a grievance within twenty-one (21) days after the Grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.

17.6 Grievance Process. The following Steps shall be followed in the processing of grievances:

A. Step 1. The Graduate Assistant shall file the grievance with the Union to the Department Chair and/or Director of Graduate Studies, or their designee. The Union representative will contact the Department Chair and/or Director of Graduate Studies after filing the grievance to schedule a meeting to be held as soon as practicable, but no later than fourteen (14) days after the filing. The Department Chair and/or Director of Graduate Studies or their designee shall meet with the Graduate Assistant and Union representative(s) for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Department Chair and/or Director of Graduate Studies or their designee shall respond to the Union in writing within fourteen (14) days of the meeting.

B. Step 2. A grievance not resolved at Step 1 may be appealed in writing by the Union to the Dean or their designee within fourteen (14) days of receipt of the Step 1 response, or at least fourteen (14) days after the deadline for the Step 1 response, if none was received. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step as soon as practicable but no later than fourteen (14) days after receipt of the Step 2 grievance. If the grievance is not resolved at this meeting, the Dean or their designee shall respond to the Union in writing within fourteen (14) days of the meeting.

C. Mediation. A grievance not resolved at Step 2 may be processed to mediation by agreement of the University and the Union by giving written notice to the University within twenty-one (21) days of the Step 2 response, or within twenty-one (21) days after the deadline for the Step 2 response, if none was received. Only the Union may process a grievance to mediation. In such a case, the parties will attempt to agree upon a Mediator, but if they cannot do so within fourteen (14) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the Mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

D. Arbitration. A grievance not resolved in mediation, or one that the parties do not agree to process to mediation, may be appealed to arbitration by the Union by giving written notice to the University within twenty-one (21) days of the last mediation session. Only the Union may process a grievance to arbitration. In such a case, the parties will attempt to agree upon an Arbitrator. However, if they cannot agree, within fourteen (14) days of the Union's notice of appeal to arbitration the Union will request a list from the Labor Relations Connection and selection shall be made in accordance with the rules of that body.

(1) Arbitration will be conducted in accordance with the rules of the Labor Relations Connection.

(2) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.

(3) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

(4) The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University on matters reserved to the University's discretion as per Article 8 (Management Rights) unless those actions are restricted by other terms of this Agreement.

(5) The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

ARTICLE 18

WAGES

18.1 Good Faith Finances. The wages set forth in this Article were negotiated in good faith in the context of the total financial compensation Graduate Assistants receive at Brandeis. The parties agree that the University retains sole discretion in determining the amount of the academic stipend Graduate Assistants will receive and that it will not exercise such discretion in a way that reduces the total amount of compensation that Graduate Assistants receive.

18.2 Pay Scale. The rates established in this Article are dependent on the job title of the Graduate Assistant. Descriptions of job titles are included in Appendix B and incorporated herein by reference. Listed rates are for four (4)-credit courses; wages shall be pro-rated for courses worth fewer or greater credits.

18.3 Minimums. The wages set forth in this Article are intended as minimums; nothing in this Article shall prohibit the University, its Schools, Colleges, Programs, and/or Departments from offering wages above these minimums.

18.4 Course Rates and Annual Adjustments. The minimum wage for a four (4)-credit course guaranteed to each Graduate Assistant, effective the first day of each Fiscal Year, is as follows:

| School/Job Title | Pre-CBA | FY 19 | FY 20 | FY 21 |
|---|------------|------------|------------|------------|
| Graduate School of Arts and Sciences: Teaching Assistant | \$3,200.00 | \$3,400.00 | \$3,550.00 | \$3,720.00 |
| Teaching Fellow | | \$4,550.00 | \$4,800.00 | \$5,000.00 |
| The Heller School for Social Policy & Management: Teaching Assistant | \$2,500.00 | \$3,050.00 | \$3,390.00 | \$3,720.00 |
| International Business School: Teaching Assistant | \$3,000.00 | \$3,150.00 | \$3,465.00 | \$3,720.00 |

18.6 Substitutes. A Graduate Assistant may agree to substitute for another Graduate Assistant if the Supervisor, in consultation with the School, Program, or Department, approves such substitution.

- A. The Graduate Assistant shall be paid fifty dollars (\$50.00) per class period.
- B. If the substitute work lasts for more than two (2) weeks, the Graduate Assistant shall be paid an amount equal to the minimum wage of the job title for which they are substituting, pro-rated by the number of weeks they are asked to work.

- C. A Graduate Assistant asked to substitute for a course has the right of first refusal to continue substituting for as long as a substitute is required for that course.
- D. A Graduate Assistant may only substitute for one (1) course at a time.

ARTICLE 19

PAYDAY

19.1 A Graduate Assistant shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the Graduate Assistant has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

19.2 Pay Stubs. Graduate Assistants shall receive an itemized pay stub; this shall normally be available in electronic form. Pay stubs shall include detailed tax information relevant to the specific pay period.

19.3 Payday. Graduate Assistants will be paid according to the University's semi-monthly schedule. The first payday shall be at the end of the first semi-monthly pay period as defined in the letter of appointment. The precise payday shall be the fifteenth (15th or the closest business day before the 15th) and of the last business day of the month.

19.4 Direct Deposit. The University pays employees through Direct Deposit. Graduate Assistants are required to provide their bank information in order for pay to be electronically deposited.

19.5 Emergency Payments. In the event that an error on the part of the University prevents the timely payment of a Graduate Assistant, the Graduate Assistant may request emergency funds by contacting the payroll liaison within the appropriate school during normal business hours and will receive payment by the end of the next business day. In such cases, the University shall provide payment through whatever means are most expedient, including (but not limited to) the issuance of a physical check or cash payment.

ARTICLE 20

TEACHING-RELATED PROFESSIONAL DEVELOPMENT

20.1 The parties recognize the importance of professional development activities in order to enhance Graduate Assistant teaching and that the promotion of scholarship is central to the mission of the University. The parties recognize that there are multiple University venues and forums at the University for professional development for Graduate Assistants in their capacity as teachers at the University.

20.2 The University shall communicate all on-campus teaching-related professional development opportunities, including those provided by the Center for Teaching and Learning, to Graduate Assistants via email. Additional methods of communication and promotion are encouraged.

20.3 There will be a Professional Development Planning Committee with up to five (5) members on each side that will meet at least once each academic year. The committee shall discuss the professional development needs of Graduate Assistants and ways the University can meet these needs. The committee shall make recommendations to the Dean for future programming based on these discussions. The parties will designate their own representatives to the committee.

20.4 Teaching-related professional development opportunities provided by the University shall be free of charge to Graduate Assistants. Such opportunities shall not include tuition-bearing degree programs.

20.5 The University will develop orientation and/or training for international Graduate Assistants that introduces them to teaching in the American classroom. Such orientation and/or training shall be implemented within one (1) calendar year of the date of ratification of this Agreement.

20.6 Nothing in this Agreement shall affect the University's ability to provide professional development opportunities that are intended solely for faculty members.

ARTICLE 21

BENEFITS AND PERKS OF EMPLOYMENT

21.1 Nothing in this Agreement shall affect the University's right to change insurance carriers or plan design. The parties agree that the Graduate Assistants' contribution to premiums will remain at the rate in effect at the ratification of the Agreement for the term of the Agreement.

21.2 Eligibility. All Graduate Assistants are entitled to the benefits and perks of employment by nature of their inclusion in the bargaining unit. No Graduate Assistant shall be denied access to any provision of this Article.

21.3 To accommodate access to mental health services in locations different from those used by the undergraduates that Graduate Assistants teach, several campus locations outside of the Brandeis Counseling Center will be provided for Graduate Assistants.

In addition, in pursuit of the mutual benefit in expanding access to student mental health care, the labor-management committee will review and provide feedback regarding the effectiveness of improvements to mental health care services.

ARTICLE 22

LEAVE

22.1 Graduate Assistants are entitled to all paid and unpaid leave to the extent that is required by the applicable state and federal laws. To the extent that a Graduate Assistant meets the eligibility requirements of the Family Medical Leave Act ("FMLA"), such Graduate Assistant will be entitled to twelve (12) weeks of unpaid leave for either the: (1) the birth or adoption of a child; (2) to care for the serious health condition of a spouse, child, or parent; or (3) for the Graduate Assistant's own serious health condition.

22.2 Graduate Assistants will be eligible for Parental Leave pursuant to the University's established policies for Graduate Students.

22.3 Substitutes. If a substitute worker is required to cover the duties of a Graduate Assistant taking either paid or unpaid leave, the Graduate Assistant shall not bear the costs of the substitute. If the Graduate Assistant is aware of the leave in advance, they shall (at the discretion of their Supervisor) work with their Supervisor to identify and prepare a suitable substitute.

22.4 International Students. A Graduate Assistant who is also an International Student and who experiences a serious health problem that prevents them from completing the duties of their employment, but who retains the ability to satisfy their academic requirements as a student, may take up to one (1) semester of leave from their role as a Graduate Assistant without requiring a full medical withdrawal from the University. Additional semesters of leave may be approved on a case-by-case basis, at the discretion of the University.

22.5 Notwithstanding the above, nothing in this agreement shall be construed to absolve any Graduate Assistant from their teaching responsibilities and obligations.

ARTICLE 23

SEPARABILITY

If any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it.

In such event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

ARTICLE 24

DURATION OF AGREEMENT

24.1 Duration. This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021.

24.2 Continuance. This Agreement shall continue from year to year after its original duration, renewing annually on July 1, unless written notice to terminate is served by either party upon the other by certified mail (with return receipt) and such notice is received no later than ninety (90) calendar days prior to the expiration date.

24.3 Termination.

A. If notice to terminate is given as per Section 24.2,

(1) This Agreement shall terminate at midnight of June 30, 2021, unless renewed or extended by mutual written agreement signed by the parties; and

(2) Negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice.

B. If notice to terminate is given after the deadline per Section 24.2,

(1) This Agreement shall continue until June 30 of the following year, at which point it may be renewed or extended by mutual written agreement signed by the parties; and

(2) Negotiations for a new Agreement shall begin no later than four (4) months before this expiration date.

ARTICLE 25 ANTI-WAIVER

No provision of this Agreement will be modified, waived, or discharged unless the modification, waiver, or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party hereto of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

APPENDIX A

DEFINITIONS

Academic Year. The inclusive period of time between the beginning of the Fall semester and the conclusion of the Spring semester or Spring Commencement, whichever is later; abbreviated as AY.

Bargaining Unit. Those employees collectively represented by the Union for collective bargaining purposes, as per Article 1 (Recognition and Bargaining Unit Description).

Days. Absent any other modifier, this shall be taken to mean calendar days; provided however, if the day in question falls on a weekend or legal holiday, the parties agree that the operative action shall take place on the next business day.

Dean. Absent any other modifier, this shall be taken to refer to the Dean of the Graduate School of Arts & Sciences, or the Dean of the Graduate Assistant's employing school, as appropriate to the context.

Department. Absent any other modifier, this shall be taken to mean the employing Department of the Graduate Assistant, in such cases as the employing Department and the academic Department differ.

Fiscal Year. The inclusive period of time between July 1 and June 30; abbreviated as FY.

Graduate Assistant. Any member of the bargaining unit.

Grievance. Any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.

Grievant. The Graduate Assistant primarily affected by a grievance. In instances of class grievances, the Union may collectively be referred to as the Grievant.

Personnel File. Documents maintained by the University reflecting an individual's appointment as a Graduate Assistant at this University, revision or termination of such appointment, job-related evaluations or discipline, and the pay and benefits related to such appointment.

Semester. The inclusive period between the first day of classes and the day on which grades are due.

Supervisor. The immediate employment supervisor of the Graduate Assistant. Supervisors may include Faculty Members, Program Directors, Coordinators, Department Chairs, or their designees.

Unit Head. Dean, Program Director or Department Chair, as appropriate.

Union. The collective bargaining agent for the bargaining unit.

University. Brandeis University, including its administration and Board of Trustees.

Year. Absent any other modifier, this shall be taken to mean Academic Year.

APPENDIX B

JOB DESCRIPTIONS

Teaching Assistant. Teaching Assistant duties may include, but are not limited to, assisting the professor with: course preparation before and during the semester; Latte maintenance; grading essays, exams, and homework; syllabus design; writing exam questions. Teaching Assistants may be required to attend classes on a regular basis. Teaching Assistants may also be responsible for some instructional duties, including the following: lead discussion sessions, science labs and recitations and/or teach an occasional class. They may also be responsible for some student advising and may be required to hold office hours. Teaching Assistants are required to complete Title IX training.

Teaching Fellow. Teaching Fellows, with Program and faculty leadership and oversight, are the Instructor of Record and are responsible for lesson planning and implementation, administration and grading of assessment tools, student advising, and holding office hours. Teaching Fellows are required to complete Title IX training.

APPENDIX C

SAMPLE PROFESSIONAL FEEDBACK FORM

Supervisor

Graduate Assistant

Academic Term

Nature of Assignment: _____

Things the Graduate Assistant is doing well:

Things the Graduate Assistant should work on:

Steps the Graduate Assistant will take to improve:

Steps the Supervisor will take to support the Graduate Assistant:

APPENDIX D

UNIVERSITY WRITING SEMINAR TRAINING PROGRAM

Graduate Assistant input will be a significant factor in the redesign of required professional development programs related to TA and TF duties, including UWS training. The University will hold a first meeting on UWS training during the fall 2018 semester. This meeting shall be attended by the Director of UWS, relevant program staff, and representative Graduate Assistants.