

Collective Bargaining Agreement

between

Tufts University

and

**LOCAL 509, SERVICE EMPLOYEES
INTERNATIONAL UNION,**

AFL-CIO, CLC

Graduate Assistants Unit

December 4, 2024 – June 30, 2028

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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 the common objectives of providing quality research and an exceptional educational experience for the students they teach.

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.

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

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 01-RC-305360, Tufts 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:

1.1 Included. All Ph.D students enrolled and working in the Graduate School of Arts and Sciences, and Ph.D Students enrolled and working in the School of Engineering (SOE) who receive a stipend or other funding in exchange for providing research, instructional, teaching services, including, but not limited to, the following titles:

1.1(a) Research Assistant,

1.1(b) Teaching Assistant,

1.2 Excluded.

1.2(a) All Ph.D fellows enrolled in Tufts University graduate programs in a non-service status (defined to be those students who, regardless of title, are not required to provide research, instructional, or teaching services in exchange for a stipend or other funding provided by the University), and

1.2(b) All other

1.2(b)(1) graduate students,

1.2(b)(2) undergraduate students, 1

1.2(b)(3) master students

1.2(b)(4) students who are compensated on an hourly basis,

1.2(b)(5) post baccalaureate students who work or provide services outside of the Graduate School of Arts and Sciences,

1.2(b)(6) faculty,

1.2(b)(7) employees (including temporary employees, casual employees, and confidential employees), who work only in the Experimental College or Summer School, and

1.2(b)(8) managers, guards and supervisors as defined in the Act.

1.3 The parties agree that if the Union raises an objection about a Graduate Assistant in A&S and/or SOE being misclassified as a Fellow or is on a Fellowship with service obligations to the University, the Union shall be able to address the misclassification under the Grievance and Arbitration Article of this Agreement to rectify this matter.

1.4 When the term "Graduate Assistant" is used in this Agreement, it shall refer to a member of the bargaining unit in the Graduate School of Arts and Sciences (GSAS) and the Graduate School of Engineering (SOE) as defined in this Article.

ARTICLE 2

BARGAINING UNIT INFORMATION

2.1 FERPA Release/Waiver.

- A. The University shall provide all Graduate Assistants performing bargaining unit work in the Graduate School of Arts and Sciences (GSAS) and the ~~Graduate~~ School of Engineering (SOE) with a form that, when signed voluntarily, will constitute a written valid waiver of their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information sought by the Union for representation purposes as set forth in this Article. This form will be included in the Graduate Assistant's original hiring paperwork along with a communication that will include-indicate that the Union is their exclusive bargaining representative when the Graduate Assistant is engaged in bargaining unit work covered by this Collective Bargaining Agreement. The communication will also include, at minimum, information about the following:
1. The Union has a legal obligation to represent the Graduate Assistant when they are engaged in bargaining unit work and that to do so, the Union requires information about its members so that it is properly prepared to enforce the Collective Bargaining Agreement negotiated with the University;
 2. In order to avoid any conflict between the National Labor Relations Act, which grants the Union the right to access this information, and the Family Educational Rights and Privacy-Act FERPA, which protects certain information in a Graduate Assistant's student records, that the Graduate Assistant will be asked to sign the form to grant the Union access to records maintained by the University which may also relate to employment covered by this Agreement, and
 3. Contact information for the Union and the University to raise any questions about the FERPA release/waiver, and/or how the information shared with the Union may be used.
- B. In addition to any specific language the University determines is legally required, it shall communicate the information in this Section in plain language that prioritizes clarity and comprehension.
- C. The Union agrees that it will not re-disclose any non-directory information provided by the University under this Article without the written consent of the Graduate Assistant.

2.2 Two (2) weeks prior to the start of each semester, the University will provide the Union with the following unblocked directory information regarding bargaining unit Members in GSAS and SOE:

- A. Name,
- B. Home address,
- C. Phone number,
- D. University email.
- E. Academic Department or Program,
- F. Amount of stipend, and
- G. Employee ID number

2.3 List Updates. If any Graduate Assistants are hired after the initial list in Sections 2.2(A-G) is sent to the Union, the University will provide the Union with the unblocked directory information listed in Sections 2.2 (A-G) for the newly hired Graduate Assistants within two (2) days of the start of each semester. If any Graduate Assistants initially reported are later excluded from the bargaining unit due to a change in appointment, the University shall notify the Union as soon as possible.

2.4 Provided a properly executed FERPA release has been provided by the Graduate Assistant in GSAS and (SOE) to the University within two (2) weeks of the end of the ADD period each semester, the University will provide the Union with the following information for all members of the bargaining unit regarding:

- A. For those providing instructional services,
 - 1. All courses assigned to the Graduate Assistant,
 - 2. The Instructor of Record for each course,
 - 3. The Supervisor, if different from the Instructor of Record,
 - 4. The meeting time(s) and location(s) for each course,
 - 5. The Department from which each course is offered,
 - 6. The current enrollment for each course,
 - 7. The total number of students for which the Graduate Assistant is responsible for each course, if different from the total enrollment, and
 - 8. Number of Graduate Assistants assigned to a course, if more than one (1) is assigned
- B. For those providing research services,

1. The Supervisor,
2. The location(s) of assigned work area(s),
3. Minimum number of required hours per week, if any, and
4. The Department for which the work is performed

2.5 Notification. 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 2.1-5.

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 (with respect to the bargaining unit covered by this Agreement) 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, insofar as these actions would affect the University, 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. 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 It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identify and/or expression, genetic

information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal or state law. Should the University decide to add any other protected status to its Nondiscrimination Policy, such status will also apply to the bargaining unit.

It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the University and offends the University's core values, which include a commitment to equal opportunity and inclusion.

4.2 The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse and inclusive.

4.3 The University shall not discriminate against any Graduate Assistant on the basis of Union membership status or Union activity.

4.4 Graduate Assistant Responsibilities. The Union acknowledges that, like other University employees, Graduate Assistants covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article. Graduate Assistants acting in a teaching or supervisory capacity, including laboratory supervisors, are subject to the same reporting requirements for their students or those they supervise as other teachers and supervisors, and the University shall provide training regarding these requirements.

ARTICLE 5

PROFESSIONAL RIGHTS

6.1 The Union and the University recognize that Graduate Assistants work under the supervision, coordination and authority of faculty. When providing instructional services, Graduate Assistants will have reasonable latitude to exercise their judgment in deciding how best to accomplish the learning objectives of a course, while recognizing that some consistency across classes or sections is required. While they also teach under the supervision of a faculty member or of the faculty of the department and school, they also are entitled to freedom in discussion of the subject matter.

6.2 Working in a laboratory or a research group, Graduate Assistants should participate in discussion with their mentors, advisors or supervisors, as well as others working on the project, and are free to offer their own opinions and interpretations in those discussions. In working for a principal investigator (PI) on funded or unfunded research, Graduate Assistants should feel free to offer their independent judgment, while recognizing that the grant or project has objectives and that the principal investigator is the final arbiter.

6.3 As employees, Graduate Assistants may avail themselves of assistance from the Office of the Vice Provost of Research

ARTICLE 6

HEALTH AND SAFETY

6.1 OSHA.

- A. 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.
- B. A Graduate Assistant must comply with all applicable health and safety OSHA regulations. Graduate Assistants are responsible for immediately reporting situations involving unsafe working conditions to their supervisor and/or Tufts University Environmental Health & Safety (EHS). No Graduate Assistant shall be subjected to retaliation for reporting or inquiring in good faith about the University's safety policies and/or for seeking guidance on how to address health and/or safety concerns.

6.2 Anonymous Reporting. The University's EHS Department maintains an anonymous health and safety reporting system available to Graduate Assistants and shall continue to do so throughout the life of this Agreement.

6.3 Laboratory Safety.

- A. Emergency phone numbers shall be displayed prominently by all laboratory phones. University-chosen hospital addresses shall also be prominently displayed.
- B. The University shall provide Personal Protective Equipment (PPE) deemed necessary by OSHA or any state or federal regulations for safely carrying out work at no additional cost to the Graduate Assistant.
- C. Each department which employs Graduate Assistants in laboratory positions, whether as teaching or research assistants, shall meet with Graduate Assistants in the department to discuss matters relating to health and safety, at minimum, once per semester. The department may send personnel of its own choosing to such meetings, but at least one attendee must be from EHS.

Topics for these meetings may include:

- 1. Personal health or safety concern;
- 2. Department and/or lab-specific protocols regarding the posting of relevant health and safety related policies, including but not limited to policies and/or procedures relating to solvent handling, gas handling, biological and chemical waste handling and disposal, chemical storage;

3. Personal Protective Equipment (PPE) necessary for safely carrying out work;
4. Any facilities repair;
5. Training needs and plans, and
6. Any necessary meetings with EHS or other University-wide departments which may be required to address health and/or safety concerns or questions

6.4 Workplace Exposure to High-Intensity Light. Graduate Assistants working with high intensity light sources may request and receive an annual eye exam, including eye images, at no cost. Examples of high-intensity light sources include, but are not limited to:

- A. lasers,
- B. ultraviolet (UV) lamps, and
- C. mercury and/or xenon arc lamp

6.5 No Grad Assistant shall be intimidated for bringing safety issues/concerns to the attention of their department or filing a grievance.

6.6 The University shall endeavor to maintain all laboratory spaces in which Graduate Assistants work at a temperature safe for the operation of equipment, conduction of experiments, and health of the Graduate Assistants. When the functioning of a lab or the health and safety of Graduate Assistants is impeded by temperature or other environmental issues, the University shall take any practicable temporary measures needed to correct the issue. The University shall provide updates on HVAC and other projects related to laboratory environments when requested at meetings of the Labor-Management Committee. Any Grad Assistant in the School of Engineering who feels that they cannot do their work on a given day because of reasonable temperature concerns in the workspace or that temperature is affecting the proper functioning of the equipment and experiments in laboratory spaces should report it to their supervisor. With the supervisor's permission, the Grad Assistant may leave the area that day or with the supervisor's approval continue work in another appropriate and approved location. The Grad Assistant request to the supervisor shall not be unreasonably denied.

ARTICLE 7

LABOR-MANAGEMENT COMMITTEE

There will be a Labor-Management Committee with up to ten (10) members - up to five (5) from GSAS and up to five (5) from the School of Engineering - on each side that will meet once during the Fall semester and twice during the Spring semester to discuss matters 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 a meeting, that meeting may be cancelled. The Union will send proposed dates for the meetings that take

place within each Fall and Spring semester by the tenth (10th) day of classes of that semester. Failure to propose dates by this deadline shall not void the right to hold a labor-management committee meeting that semester. 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, effect, 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 policies, procedures, guidelines, rules and regulations and to require bargaining unit members to observe them;
 - 4. Alter, extend, or discontinue existing equipment, facilities, and location(s) of operations, and to direct and control University 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

8.2 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.

8.3 The parties recognize that members of the bargaining unit 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 sole authority on all decisions involving academic and student matters, including but not limited to:

- A. Who is admitted into programs;
- B. Student admissions standards;
- C. Student matriculation and graduation standards;
- D. Assessment of student work and grades and determinations as to students' academic progress;
- E. Decisions as to academic probation and dismissal;
- F. The introduction of new methods of instruction;
- G. The specifics of academic calendars and holidays;
- H. Decisions as to lab assignments, faculty advisors and any and all matters relating to the Graduate Assistants in their capacity of students, and
- I. Matters involving financial aid.

8.4 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.

8.5 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. Orientation on applicable policies shall also be provided upon request of the Graduate Assistant.

- A. Within the first twelve (12) months following ratification of this Agreement, each Department shall prepare a Graduate Student Handbook establishing in writing relevant policies that affect employment, as well as departmental policies governing applying for

and receiving appointments provided such policies do not violate provisions of this Agreement.

Nothing shall preclude the Department from promulgating and maintaining other policies that may not be in the Handbook.

The School of Engineering will prepare a Graduate Student Handbook establishing in writing relevant policies that affect employment as well as policies governing applying for and receiving appointments within the School, provided such policies will not violate the provisions of this Agreement. It is the intent of the School that this shall be completed within the first twelve (12) months following ratification of this updated Agreement. If it is found that more time is needed to complete this task, the School will notify the Union of any delay and indicate when they anticipate completion of the Handbook.

The SOE Departments may either prepare their own Department Graduate Student Handbook or they may use the School of Engineering Graduate Student Handbook as their Department Handbook. If they choose to issue their own Handbook, the Department cannot create lesser obligations for Graduate Assistants that those in the School Handbook.

Nothing shall preclude the School of Engineering or any SOE Department from promulgating and maintaining other policies that may not be in the Handbook.

The GSAS and SOE Departments and the School of Engineering, as appropriate, shall make all policies not in the Handbook available to the Graduate Assistant.

1. Each Department's and SOE's Graduate Student Handbook shall be updated prior to the start of each Academic Year and provided to all Graduate Assistants employed by the Department in writing at the beginning of each Academic Year.
2. If any policies contained in the Graduate Student Handbook are modified during the Academic Year, updates shall be provided in writing to all Graduate Assistants employed by the Department.
3. No Graduate Assistant will be disciplined for following established University, School, Department, or Program policies.

B. 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. Standard Syllabi.

- a) If there is a standard course or laboratory syllabus, a Graduate Assistant who is teaching a course for the first time at the University shall receive from their Supervisor, before the beginning of their appointment, their assignment, or the start of the semester (whichever is sooner), a copy of the standard syllabus to be used.
- b) If the Graduate Assistant believes that the standard syllabus should be modified, then they may discuss such changes with their Supervisor. The Supervisor will determine the content of the final syllabus to be used.
- c) If there is no standard syllabus, the Graduate Assistant may propose one to their Supervisor. The Supervisor will determine the content of the final syllabus to be used.

9.2 Additional Policies.

- A. Reimbursement. If the Graduate Assistant is authorized in advance by the University (including by their Supervisor) to purchase supplies, materials, and/or software for a course, laboratory, or other work assignment, or to cover the cost of an approved field trip, they will be promptly reimbursed upon submission of a receipt or other documentation of the expense.
- B. Field Trips. All proposed course-related field trips must be approved in advance by the relevant Department Chair or Program Director 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. Preparatory, Meeting, and Private Space. Graduate Assistants will have access to available space appropriate to the fulfillment of the duties of their employment. Examples of such spaces include, but are not limited to, space to prepare for class, meet with, and advise students, as well as conference rooms as necessary and available; private space will also be provided when necessary and as available. The Graduate Assistant will initiate contact and work with the appropriate University office or representative to identify and confirm space as may be necessary and appropriate pursuant to this section.
- B. To the extent available, Graduate Assistants shall have access in the Department to computers with Internet access, printers, photocopying, tech support, and, subject to their other work priorities, clerical/administrative support in order to prepare for classes, serve students, and otherwise fulfill the obligations of their employment.

- C. In the Graduate School of Arts and Sciences only, Graduate Assistants shall be provided with individual mailboxes in each Department to receive student papers, employee announcements, and professional mail. Within thirty (30) days of the ratification of the Agreement, the School of Engineering, shall complete a review of current space availability and will designate – in each department – either a mailbox or some other dedicated space for Teaching Assistants to receive student papers, employee announcements and professional mail. The University shall submit to the Union a list containing the locations of each mailbox/designated space.
- D. Graduate Assistants shall be provided with any required textbooks, equipment, and/or software necessary to the successful completion of their work assignments.
 - 1. In the case of textbooks, Graduate Assistants shall receive instructor copies upon request, rather than student copies, if they exist. The same shall apply in the School of Engineering if they exist and if the publisher permits.
 - 2. In the case of software, it shall be made available for installation on their laptops in order to facilitate work off-campus, if faculty members are able to use the software off-campus. In the School of Engineering, any software purchased with university funds must be removed from student computers upon the student's transition out of the program, consistent with University policy.
- E. In the School of Engineering, if a Graduate Assistant work location is to be moved or if there is a substantial alteration of the Graduate Assistant workspace, the Graduate Assistant will be notified at least thirty (30) days before the move or alteration. In circumstances where it is not possible to provide thirty (30) days' notice, notice shall be given as soon as possible.

9.4 Graduate Assistants shall receive all emails sent to Tufts faculty email distribution lists that directly concern their function as Graduate Assistants (including, but not limited to announcements about instructional policies, grades, or research guidelines). The University reserves the right to edit such emails in order to redact material that would directly interfere with the Graduate Assistants' roles as students of the University; in this event, a notification that such a redaction has been made shall be included in the email.

9.5 For SOE ONLY: To carry out their work duties, the University shall provide appropriate equipment, software and materials necessary in the judgment of the supervisor for the work of a Graduate Assistant to be completed. A Graduate Assistant may ask their supervisor for specific equipment, software, or materials not otherwise provided, and such request will be considered in good faith. No Graduate Assistant shall suffer adverse employment consequences if a supervisor decides the equipment, software and materials requested is not necessary and without equipment, software and materials the Graduate Assistant cannot perform their duties.

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; attempted disruption is 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 access to meeting space on campus, subject to the same procedures as other campus organizations.

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, School, Department, or Program-level orientations at which Graduate Assistants are expected in order to address Graduate Assistants in attendance.

- A. The University shall notify the Union of such orientations as soon as practicable, but no later than twenty-one (21) calendar days in advance of each orientation.
- B. The Union shall notify the University (or the relevant School, Department, or Program) of its intent to send representatives as soon as practicable, but no later than fourteen (14) days in advance of each orientation.
- C. If an orientation is scheduled without sufficient advance notice to comply with the above deadlines, the University shall notify the Union as soon as the orientation is scheduled, and the Union shall notify the University of its intent to send representatives as soon as practicable, but no later than twenty-four (24) hours in advance.
- D. In the SOE, new student orientations shall include information about the process for engaging with the University's International Center for visa or other immigration related emergencies.

10.5 The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards. The Union shall monitor the bulletin boards 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 date, 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 Amounts.

- A. Each year, the Union shall establish and certify in writing to the University's Senior Director of Tufts Support Services the amounts of dues and agency fees applicable to the bargaining unit. In addition, the Union will communicate any caps applicable to dues and/or fees with respect to the bargaining unit. The most current payroll deduction authorization form for any deductions authorized under this Article shall also be provided by the Union to the University.
- B. The University will adjust prospectively the amount of dues and/or fees it deducts within two (2) pay periods of receiving written notice from the Union that these amounts have changed.

11.5 Penalty for failure to pay required dues or fees. Upon written request of the Union, and after providing notice to the bargaining unit member, the University will suspend without pay for a period of two (2) weeks when classes are not in session any bargaining unit member who had failed to either join the Union or pay an agency fee as described in this Article. This penalty shall only be imposed once per academic year. Such suspensions are not grievable.

11.6 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. Authorization forms submitted to the University will be processed prospectively on the next payroll and not retroactively.

11.7 Payroll Deduction. The Union shall be entitled to have payroll deductions for membership dues from any Union member in the unit who indicates in writing on the authorization form referred to in B. below that they wish such deductions to be made.

- A. Each payday, the University shall deduct from a Graduate Assistant's total compensation 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. Authorization forms submitted to the University will be processed prospectively on the next payroll and not retroactively. The Union shall be ultimately responsible for obtaining executed written assignments from existing Graduate Assistants and may obtain these authorizations electronically. 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 new hires with union membership and payroll deduction materials, or links to their electronic counterparts, in their initial employment packet.
- C. Revocation. A Graduate Assistant shall be free to revoke their dues authorization at any time by notifying the Union and the University by contacting both Tufts Support Services (tss@tufts.edu) and the Faculty Affairs Office in writing (e-mail is acceptable).
- 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 consistent with Section 11.7(C).
- F. Redress for Missing or Incorrect Deductions. The Union may report missing or incorrect deductions to Tufts Support Services (tss@tufts.edu) and the Faculty Affairs Office in writing as they become known and shall encourage the members of the bargaining unit to raise any errors with dues, fees, or contribution deductions in a timely manner with those same offices.

1. The University will correct payroll deductions processed incorrectly and will endeavor to correct a payroll deduction error of which it becomes aware— whether through its own review or by notification of a Graduate Assistant or the Union— during the next pay period, or within a reasonable amount of time based on administrative requirements and the circumstances.
2. Should the University fail to make the above deduction for two (2) consecutive pay periods notwithstanding its receipt of a valid written authorization and receipt of written notice of its error, the Union may issue notice to the University that it shall be liable to the Union for the amount thereof.
 - a) The University shall remit such payment to cover its liability within forty-eight (48) hours after receipt of written notice of the amount due.
 - b) This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the Graduate Assistant.

11.8 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.

11.9 The Union and the University agree to work collaboratively to address any concerns arising under this Article and to meet and discuss any process related issues or concerns that may arise for the purpose of ensuring compliance under this Article.

ARTICLE 12

APPOINTMENTS AND ASSIGNMENTS

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

12.2 Minimum Length of Appointment. Offers of appointment or reappointment to a Graduate Assistant position shall be for a minimum term of one (1) semester. Nothing in this Article shall prevent or discourage the University from making appointments or reappointments that exceed one (1) semester.

12.3 Timelines.

- A. Appointments. The University shall notify Graduate Assistants of their appointment at least two (2) months before the start of the semester in which their appointment begins.

In the School of Engineering, the two-month provision shall not apply to research assistant assignments, but notification of the Graduate Assistants appointments as teaching assistant assignments shall be made at least two (2) months before the start of the semester in which

their appointment begins. In the School of Engineering, the University shall notify Research Assistants of their appointment as soon as possible once funding is secured.

It is understood that in some cases the specific duties outlined in the Letter of Appointment or the Letter of Assignment may change between the issuance of the Letter and the start of the appointment period due to factors such as shifting or uncertain enrollments or other legitimate reasons.

B. Assignments.

1. Fall. The University shall notify Graduate Assistants of their Fall assignments by August 15.
2. Spring. The University shall notify Graduate Assistants of their Spring assignments no later January 6th, or ten (10) business days prior to the start of the semester, whichever is sooner.
3. Summer. The University shall notify Graduate Assistants of their Summer assignments at least fourteen (14) days before the start of the assignment.

C. Nothing in this Article shall preclude the University from offering newly available employment opportunities after the deadlines in Section 12.3.

12.4 Letters of Appointment and Assignment. These letters shall satisfy the notification requirements as per Sections 12.1 and 12.3.

A. Letter of Appointment. The letter of appointment shall include the following information:

1. Appointment title;
2. Effective starting and, if known, the end dates of the appointment;
3. Employment unit (e.g., department, college, institute, area, center, etc.);
4. Amount of compensation earned for instructional or research services for the term of the appointment;
5. Instructions on where to find information regarding any benefits of employment not detailed in this Agreement;
6. Response requirements, if any; and
7. A statement reading, "The work pursuant to this appointment is covered by a Collective Bargaining Agreement negotiated between Tufts University and the Service Employees International Union (SEIU), Local 509. This contract grants you specific rights as an employee of the University. For more information about your

union, visit [<https://www.seiu509.org/members/higher-education/>] or email Highered@seiu509.org. You may access the Collective Bargaining Agreement at [<https://www.seiu509.org/members/higher-education/tufts-university/>]." The Union shall notify the University of any changes to URLs or email addresses, as necessary.

- B. Letter of Assignment. The University shall provide Graduate Assistants with applicable documentation detailing the specific duties of the appointment for that semester, including but not limited to:
1. For all Graduate Assistants,
 - a) The duties that the Graduate Assistant will be required to perform, including any mandatory employment meetings, to the extent known at the time of the issuance of the Letter of Assignment;
 - b) The maximum number of students that has been set by the School or Department for the class, section, or lab; and
 - c) Supervisor's name and contact information.
 2. For those providing instructional services, the letter shall also include:
 - a) The assigned course title and catalog description;
 - b) The course meeting times and location(s);
 - c) If known, information about any mandatory employment meetings;
 - d) Any additional duties associated with special roles, like Lead TA or Head TA; and
 - e) If known, any specific requirements of the course, including but not limited to, any required or standard syllabus, textbook, or other instructional materials.
 3. For those providing research services, the letter shall also include:
 - a) The location(s) of assigned work area(s);
 - b) If known, any days or times when the Graduate Assistant's presence will be required in the assigned work area; and
 - c) If known, information about any mandatory employment meetings.

12.5 Graduate Assistants may request the opportunity to teach a variety of courses and labs, including elective, required, and core courses and labs. Nothing in this Agreement shall prohibit granting such a request.

ARTICLE 13 WORKLOAD

13.1 The Union acknowledges that the specific hours worked each week will fluctuate for some Graduate Assistants due to the nature of their work. The Union also acknowledges that the work of a Research Assistant may overlap with the academic work of the student in the degree program.

13.2 No Graduate Assistant shall be compelled or pressured to work more than an average of twenty (20) hours per week as part of their assistantship. In the SOE, a Graduate Assistant may be assigned both teaching and research duties in the same appointment provided these duties do not together exceed the average twenty (20)-hour work week.

13.3 A Graduate Assistant who believes their assigned workload cannot reasonably be completed within the time limits specified in Section 13.2 may bring such concerns to their Supervisor. The Supervisor shall discuss any such concerns and, as warranted, may make adjustments to workload requirements. No Graduate Assistant shall be subjected to retaliation for raising such concerns with their Supervisor.

13.4 During a designated holiday or recess listed in Article 22.1, graduate assistants will not normally be required to work. However, a graduate assistant may be required to conduct certain lab work on a holiday only when reasonably determined to be necessary by the faculty member or supervisor. The faculty member or supervisor shall provide reasonable notice to the graduate assistant in advance when such work is deemed necessary.

13.5 If a graduate assistant is required to work on a designated holiday or recess, they may choose an alternate day off with the supervisor's approval, which approval shall not be unreasonably denied.

13.6 For SOE only: In the School of Engineering, additional work done by the bargaining unit member that extends beyond the duties of their position as indicated in the appointment letter shall carry additional compensation as determined by the supervisor. Alternatively, the graduate assistant may turn this extra role or assignment down without retaliation from their supervisor.

13.7 (For SOE only) In the School of Engineering, no Graduate Assistant shall be required or requested to use their personal or rented vehicles for anything work-related.

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 the Graduate Assistant's Supervisor.

- 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 as soon as practicable to discuss such concerns and provide the necessary guidance and support for the Graduate Assistant to improve.
- B. Written Feedback. Supervisors shall provide written feedback to each Graduate Assistant they supervise at least once per semester (which may include at the conclusion of the semester). University Units 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 B; any Unit may use this form as their standard.
- C. The written feedback will include an emphasis on encouragement, and/or the development of skills, and/or practices, and/or techniques, as appropriate.
- D. The Graduate Assistant may request and receive an in-person meeting to discuss the written feedback provided by the Supervisor.

14.3 A Graduate Assistant may also request and receive an annual review of their performance if performance feedback previously provided by the Supervisor does not address the Graduate Assistant's performance over the year in which work was performed.

ARTICLE 15

PERSONNEL FILES

15.1 The University will maintain basic personnel records for Graduate Assistants in the GSAS and (SOE) Dean's Office. A Graduate Assistant may review their personnel file by appointment with the GSAS and (SOE) Dean's Office. Upon their written request, the Graduate Assistant will be given, within ten (10) business days, a copy of any item(s) in such file(s).

15.2 Union representatives may be present at the review and examine the documents provided the student whose file is at issue has signed a FERPA waiver or has otherwise provided written consent to the GSAS and (SOE) Dean's Office.

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 Discipline related to employment shall not include consequences to a Graduate Assistant's student status; any incidents that could affect both student status and employment must be handled separately. The Union acknowledges it has no right to interfere with or grieve decisions regarding student status, including such decisions that may impact a student's employment, unless the decision is prompted by employment activities.

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

- A. A Graduate Assistant will not be disciplined, suspended, or discharged without just cause.
- B. Non-reappointment or the failure to offer an appointment to a Graduate Assistant shall not be considered the same as discharge and may not be grieved.
- C. At the discretion of the Dean of the Graduate School of Arts and Sciences (GSAS) or the Dean of Graduate Education in the School of Engineering or their designee (SOE) 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. Discipline for purposes of this Article shall not include performance evaluations or feedback.
- E. 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 unreasonably denied. The University shall notify a Graduate Assistant of this right before commencing any such meeting.

ARTICLE 17

GRIEVANCE & ARBITRATION

17.1 A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.

17.2 General Provisions.

A. Time Limits.

1. Except for the initial filing of a formal grievance, all time limits for class-action grievances and for union grievances regarding employees on nine (9)-month or shorter appointments shall be suspended during the period between the University's Commencement and the first day of class in the Fall semester; except for the initial filing of a formal grievance, all time limits shall be suspended during the period between the last day of class in the Fall semester and the first day of class in the Spring semester. This shall not prohibit the parties from proceeding with the formal procedures of this Article during these times by mutual consent.
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.

17.3 Discrimination Grievances. If a grievance involves allegations that the University has discriminated on the basis of any provision established in Article 4.2, or based on any other class protected under University policy or applicable law, it will be processed through the procedures of the University's Office of Equal Opportunity. The matter will be investigated and the University shall make final determination on whether or not discrimination has occurred and take any necessary action. If the Union is dissatisfied with the University's final actions, the Union may take the matter to mediation and arbitration by serving notice in accordance with this Article.

17.4 Initial Filing. An aggrieved Graduate Assistant or the Union shall present a grievance within thirty (30) 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.

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

- A. Step 1. The Graduate Assistant or Union representative shall file the grievance with the Graduate Assistant's Supervisor/Director. The Supervisor Graduate Director shall meet with the Graduate Assistant and/or Union representative within fourteen (14) days of receipt of the grievance to discuss and attempt to resolve the grievance. If the grievance is not resolved at this meeting, the Supervisor shall respond in writing to the Union within fourteen (14) days of the meeting. The Graduate Director may ask the Graduate Assistant's direct supervisor on the particular work at issue, as appropriate, to join in the Step 1 process and will so notify the union and the Graduate Assistant.
- B. Step 2. A grievance not resolved at Step 1 may be appealed in writing by the Union to the Dean of the Graduate School or the Dean of Graduate Education in SOE 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. The Union's representative will contact the Dean's office 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 Dean 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 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 the Union by giving written notice to the University within fourteen (14) days of the Step 2 response, or at least fourteen (14) 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 may be appealed to arbitration by the Union by giving written notice to the University within fourteen (14) 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 Voluntary Labor Arbitration 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, fees, and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.
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.

17.6 If a Graduate Assistant must miss any work shift because they are required to attend a meeting pursuant to any Step of the grievance process, there will be no loss of compensation. However, the Graduate Assistant shall be responsible for scheduling a make-up class or arranging sufficiently in advance of the scheduled class or assigned research related work duties for a suitable replacement (or alternative) acceptable to the Graduate Director and immediate Supervisor. Such approval shall not be unreasonably denied. Graduate Assistants shall not bear the costs of a substitute worker if the Graduate Director and Supervisor agree that arranging for a substitute is appropriate.

17.7 Anti-Waiver. If the Union does not file a formal grievance over any instance of Waiver by either Party of the other's non-performance or violations of any term or condition of this Agreement, this shall not be taken as a waiver of the right to file grievances over the same type of non-performance or violation in the future.

17.8 Precedent. In the event an individual Graduate Assistant and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

ARTICLE 18

COMPENSATION

18.1 It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over stipends or other financial matters for graduate students who are not members of the bargaining unit.

The provisions of this Article only apply when a graduate student is working as a member of the bargaining unit.

18.2 Stipend. When a graduate student enters the bargaining unit, either as a teaching assistant or as a research assistant, the graduate assistant will be paid a stipend in accordance with this Article as compensation for their work. Beginning with the first pay period of Fiscal Year 2024, each Graduate Assistant in the Graduate School of Arts and Sciences (GSAS) on a nine (9)-month appointment shall receive a stipend as set forth in Appendix C. Beginning September 1st, 2024, each Graduate Assistant in the School of Engineering on a twelve (12)-month appointment shall receive a stipend as set forth in Appendix C. Nine-month and any other appointments less than twelve (12) months will be pro-rated.

With written approval of the respective Dean, departments may pay more than the minimum rate.

18.3 Pro Rata. Graduate Assistants in GSAS who are appointed to either fewer or more than nine (9) months of work shall receive compensation on a pro rata basis.

18.4 A Graduate Assistant who is on a longer than nine (9) appointment and requests a reduction to a 9-month contract shall not be unreasonably denied and shall receive compensation on a pro rata basis.

18.5 Advanced Instructor of Record Pay. In addition to the stipends listed in Section 18.2, Graduate Assistants in GSAS only who teach a course as an "instructor of record" shall receive extra compensation per course as indicated in Appendix C beginning with their second semester as an instructor of record and for every semester thereafter.

18.6 Annual Adjustments. The stipend specified in Section 18.2 and Appendix C, as well as any pro rata amounts as per Section 18.3 and additional instructor of record pay as per Section 18.5, shall increase by the amounts specified in Appendix C.

18.7 Maintenance of Status. The University shall not offer less compensation commensurate with appointment to its Graduate Assistants than it offers at the time this Agreement is ratified.

18.8 Non-exclusivity. Nothing in this article shall prohibit a Graduate Assistant from participating as an instructor of record through the Summer School (with compensation in accordance with the Summer School compensation policy), or in any other voluntarily accepted assignment provided any additional assignment is consistent with all applicable laws.

18.9 Limitations and Research Compliance Requirements.

- A. Graduate Assistants on contracts or grants shall receive the salary increases for their compensable work equivalent to similar graduate assistants on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.
- B. Nothing contained herein shall prevent Graduate Assistants whose salaries are funded by grant agencies or auxiliary funds from being paid more than provided in this Agreement.

Distribution of any compensation for graduate assistants on contracts or grants shall be in compliance with all applicable law, federal rules and regulations, and sponsor requirements.

- C. In the event that there is a gap between a contract or grant and the compensation increases provided for in this Article, the Graduate Assistant will continue to be paid the stipend stipulated in this Agreement.

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 identifying any applicable tax withholdings; this shall normally be available in electronic form.

19.3 The precise payday shall be the same day set for others in the University who are similarly situated.

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. Payroll information may be retrieved in Employee Self-Service one (1) day before the pay date.

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 and receive payment by contacting Tufts Support Services (TSS) during normal business hours. 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 payment and shall endeavor to provide payment whenever possible within twenty-four (24) hours, or as soon as is administratively possible.

ARTICLE 20 PROFESSIONAL DEVELOPMENT AND TRAINING

20.1 Professional Development Opportunities. The University shall make on-campus professional development opportunities organized by the School of Arts & Sciences and/or the School of Engineering available to Graduate Assistants. Students enrolled in the school offering any professional development opportunities will have priority in attendance; for example, GSAS students will have priority in attending GSAS run opportunities.

- A. Graduate Assistants may attend any professional development activity hosted or sponsored by the School of Arts & Sciences and/or the School of Engineering, free of charge.

- B. The Union shall notify the University as to the need for any Graduate Assistant specific professional development opportunities beyond those already offered. The University will make reasonable attempts to provide such opportunities, or to provide access to such or similar opportunities through other means (e.g., arranging access to attend opportunities at other universities or community providers).

20.2 Training. Mandatory training (whether department-level or multi-departmental level) shall be provided to all Graduate Assistants before they perform instructional or research services for the first time. Graduate Assistants will be required to attend any such scheduled training, and as such, the mandatory training shall count toward the Graduate Assistant's workload. Credit bearing courses that provide developmental training shall satisfy the goals of this section. However, taking such courses shall not count towards the Graduate Assistant's workload.

20.3 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 AVAILABLE TO GRADUATE STUDENTS

21.1 Student Benefits Generally. The parties agree that all Graduate Assistants' primary affiliation with the University is as students and that they receive a number of student benefits which are available to them as a result. These benefits and leaves shall not be impacted by this Agreement, except as described in this Article, and the University reserves the right to modify the student benefits and leave policies set forth herein in its sole discretion, provided it retains the minimum benefits as per this Article. Some of these benefits, as enhanced herein, include:

21.2 Enhanced Benefits. Some of these benefits, as enhanced herein, include:

- A. **GSAS and SOE Student Health Insurance and Fee.** All full-time Ph.D. students in good academic standing subject to the policies, procedures, terms and conditions of the GSAS or SOE Handbook and applicable plan documents receive a fully funded individual health insurance plan in grades 1-6. The University reserves the right to modify the student health insurance plan, including but not limited to, changes to coverage and cost, in its sole discretion.
- B. Graduate Assistants on the student health insurance shall have coverage for telehealth services and mental health care via phone/video available (7 days a week) the same as in person services.
- C. Referrals. Graduate Assistants shall not need a referral to access in-network healthcare and mental health services off-campus.

- D. **Dental Coverage.** Effective with FY27, Graduate Assistants shall be provided with dental coverage by the University at no cost to the Graduate Assistant for single coverage. Payment of premiums for spouse and/or dependents shall be the responsibility of the Graduate Assistant.
- E. **LGBTQ+ Healthcare.**
1. Gender-Affirming Healthcare. The University currently provides healthcare coverage for certain gender-affirming care including, but not limited to:
 - a) Gender-affirming hormone therapy, to be available e under informed consent
 - b) Up to 12 sessions of voice therapy
 - c) Breast surgery (“top” surgery), including mastectomy
 - d) Major and minor genital surgery (“bottom” surgery)
 - e) Thyroid cartilage reduction
 2. PrEP Coverage. The University currently provides healthcare coverage of generic prescription drugs approved for use as Pre-exposure Prophylaxis (PrEP) for HIV as Tier 1 drugs.
- F. The parties agree that while the student health insurance is a student benefit, that the Union shall be entitled to appoint one bargaining unit members of its choice to the Student Health Advisory Committee which meets annually to discuss and recommend changes to the Student Health Insurance Plan. The Advisory Committee usually meets three times a year, with proposed changes presented to the administration in February for discussion and approval and changes are passed on to the state of Massachusetts for ultimate approval. Any changes to the Plan become effective with the start of the next Plan year in August.
- G. **Emergency and Childcare Funds.** In GSAS, the University shall allocate \$50,000 for each academic year beginning upon ratification of this Agreement to provide a subsidy to Graduate Assistants for emergencies and for childcare needs. This fund shall increase to \$75,000 on July 1, 2026 and \$100,000 July 1, 2027. The funds shall be distributed on a mutually agreed upon basis between the University and the Union as outlined below. To be eligible for such funds, a Graduate Assistant must have completed one semester of service at the University as a Graduate Assistant. In order to receive funding, the eligible Graduate Assistant shall submit a request stating the expenses for which they are requesting reimbursement.
1. Requests for funds shall be submitted to a joint Union-University committee composed of two (2) Graduate Union Stewards designated by the Union and two

(2) University Administrators. The Union-University committee shall review applications on a first-come first-serve basis and will make final decisions on all applications. The Union-University committee shall act with the utmost care to protect patient privacy and confidentiality with regard to applications.

2. Each Graduate Assistant may be approved to receive up to one (1) thousand dollars (\$1,000.00) each fiscal year or two (2) thousand dollars (\$2,000.00) in a two (2)-fiscal year period. At the end of the first year of a given two (2)-fiscal year period, any amount below this two (2)-year cap that remains unused by a Graduate Assistant will roll over into the next fiscal year.

Effective July 1, 2025, the University shall establish a similar fund for Graduate Assistants in the School of Engineering with the same allocation amounts and reimbursement procedures described above.

- H. **Parental Accommodation for GSAS and (SOE) Students.** All full-time Ph.D students in good academic standing will be entitled during the academic year and subject to the policy, procedures, terms and conditions of the GSAS/(SOE) Handbook, to twelve continuous weeks of paid parental leave for the birth of a child, adoption of a child, or placement of a child or foster-child. This benefit will not be eliminated or changed during the life of this Agreement.

- I. **Public Transit Subsidies.** GSAS students shall be eligible to receive a transit pass subsidy of thirty-five percent (35%) to a limit of up to forty dollars (\$40) per month. This benefit will not be eliminated or changed during the life of this Agreement, and shall be subject to the policies, procedures, terms and conditions of the GSAS Handbook.

SOE Graduate Assistants shall also be eligible for this benefit but not until July 1, 2025.

- J. **Back-Up Child and Adult Care.** The University shall provide GSAS and SOE students with access to subsidized adult and child care services through the University's program with Care.Com pursuant to any and all applicable rules and requirements for the program, and subject to the policies, procedures, terms and conditions of the GSAS/(SOE) Handbook.

ARTICLE 22

HOLIDAYS AND TIME OFF

22.1 The University sets the academic calendar each year and designates official University holidays, bonus days, break days and recesses.

Graduate Assistants shall have the following days off.

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day/Indigenous Peoples' Day
Veterans Day
Thanksgiving
Friday after Thanksgiving
Christmas Day
Winter Break Days and President's Bonus Days (the period between Christmas and New Year's Day)

Except as may be limited in Article 13.4, Graduate Assistants will receive paid time off for University Holidays, Bonus, and Winter Break Days

Nothing shall preclude the University from adding additional holidays, break days or bonus days at its discretion.

22.2 The University recognizes that there are religious holidays that are not currently University holidays. The University will make reasonable accommodations to a Graduate Assistant to observe a religious holiday provided it does not create an undue burden for the University. Graduate Assistants shall request such time off for religious observance with reasonable advance notice to their faculty supervisor so that the supervisor can prepare for the Graduate Assistant's absence from their assignment.

In cases where the day for religious observance is not known in a given year until just before the particular observance, the graduate assistant will provide notice as soon as the date is known.

22.3 **PAID TIME OFF**. Graduate Assistants will be allotted 20 hours (5 work days) of paid time off each semester that they may use for any purpose. Such time off can be taken with supervisor approval which will not be unreasonably denied. A Graduate Assistant may take such time off in increments of two hours (1/2 day) if they so choose.

Graduate Assistants on 12 month appointments. Graduate Assistants who have three-month appointments for the summer will be allotted an additional 20 hours (5 work days) of paid time off for that summer period.

Time off shall be scheduled in consultation with and approval of the Graduate Assistant's faculty supervisor and such approval shall not be unreasonably denied.

Time off should normally not be taken on a day when a class is scheduled.

Time off may not be carried over from one fiscal year to the next. Time off not used during the appointment period will be forfeited.

ARTICLE 23

INTERNATIONAL STUDENT WORKER RIGHTS

The University recognizes the unique challenges that may be faced by international graduate students. As such, consistent with university practice applicable to all matriculated students and provided Graduate Assistants comply with applicable laws and University policies, the University will make reasonable efforts to respond to matriculated international graduate assistants who encounter problems entering or leaving the country or who otherwise face an emergency that impacts their immigration status or ability to travel.

ARTICLE 24

SEPARABILITY

24.1 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.

24.2 In the event that the National Labor Relations Board, a federal Court of Appeals, or the U.S. Supreme Court should find that Graduate Assistants do not qualify as employees under the National Labor Relations Act, this Agreement shall continue in full force until the date of its expiration, as per Article 25, subject to the provisions of Section 24.1.

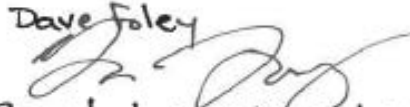
ARTICLE 25
DURATION OF AGREEMENT

25.1 Duration. This Agreement shall be in full force and effect from the date of ratification until June 30, 2028.

25.2 Continuance. This Agreement shall continue from year to year after its original duration, renewing annually on July 1, unless written notice to negotiate a successor Agreement 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.

SIGNED BY THE PARTIES

SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU)

BY: 
ITS: President, SEIU Local 509
DATE: 2/11/25

TRUSTEES OF TUFTS COLLEGE (SCHOOL OF ENGINEERING)

BY: Kyongbum Lee



ITS: Dean of the School of Engineering

DATE: February 7, 2025

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.

Days. Absent any other modifier, this shall be taken to mean calendar days.

Dean. Absent any other modifier, this shall be taken to refer to the Dean of the Graduate School of Arts and Sciences, and/or the Dean of Graduate Education in the School of Engineering or their designees.

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 period of time used by the University for accounting and budget purposes, currently considered to be the inclusive period of time between July 1 and June 30; abbreviated as FY.

Grade. A benchmark of progress through the degree program for Ph.D students in the Graduate School of Arts & Sciences, and in the School of Engineering. A graduate student in their first year is Grade 1, in their second year Grade 2, etc. For purposes of Article 21, benefits are available to graduate students in grades 1-6.

Graduate Assistant. Any member of the bargaining unit in either GSAS or SOE.

Grievance. Any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of any article in 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.

Semester. For the Fall and Spring, 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 Department Chairs, Program Directors, Coordinators, PI, or their designees.

Union. The Service Employees International Union Local 509, including its agents and representatives. The collective bargaining agent for the bargaining unit.

University. Tufts University, including its administration and Board of Trustees or, as appropriate in this Agreement, the University's Graduate School of Arts & Sciences and/or School of Engineering.

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

APPENDIX B
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 C
GSAS COMPENSATION TABLE

GSAS Compensation

Beginning with the first pay period of Fiscal Year 2024, all Departments in GSAS will pay Graduate Assistants the same 9 month stipend of \$32,000

Department	FY 23	1st Pay period FY 24
Biology	\$27,560	\$32,000
Chemistry	\$26,901	\$32,000
CSHD	\$25,632	\$32,000
Education	\$25,632	\$32,000
English	\$26,891	\$32,000
History	\$25,632	\$32,000
Mathematics	\$26,031	\$32,000
Physics & Astro.	\$27,672	\$32,000
Psychology	\$26,501	\$32,000
TDPS	\$25,632	\$32,000

FY25	FY26	FY27	FY28
\$33,500	\$34,500	\$36,000	\$37,500

Additional Instructor of Record Pay per course

FY24	FY25	FY26	FY27	FY28
\$2,000	\$2,094	\$2,156	\$2,250	\$2,344

NOTE: Additional Instructor of Record Pay is available to Graduate Assistants teaching a course as an “instructor of record” in their second and subsequent semesters. There is no guarantee of additional pay the first semester a Graduate Assistant teaches in this capacity.

APPENDIX D
SOE COMPENSATION TABLE

SOE Compensation

Beginning September 1st, 2024, all departments in the School of Engineering (SOE) will pay Graduate Assistants on 12-month appointments the following minimum stipends:

Department	9/1/2024	7/1/2025 (FY 26)	7/1/2026 (FY 27)	7/1/2027 (FY28)
Computer Science / Electrical & Computer Engineering	\$47,100	\$48,513	\$50,618	\$52,744
All Other Departments	\$44,667	\$46,000	\$48,000	\$50,000

SIDE LETTER

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

PROPOSED SIDE LETTER TO BE ADDED AT THE END OF THE AGREEMENT:

The parties agree that caste discrimination is very nuanced and for purposes of this side letter, the term “caste” is defined as a system of rigid social stratification that originated in South Asia.

Caste discrimination can involve discrimination based on the intersectionality of identities covered by existing OEO policies (e.g., race, color, national origin, religion, etc.). The parties also acknowledge that currently, caste discrimination, is not included in any state, local or federal law applicable to Tufts. Nonetheless, the parties agree that discrimination has no place at Tufts and that individuals covered by this collective bargaining agreement may bring claims of caste discrimination to OEO for review and redress as appropriate under existing OEO policies and procedures. Any such claims will be subject to Article 17.3 of the CBA.