

AGREEMENT BETWEEN
THE TRUSTEES OF CLARK UNIVERSITY
AND
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 170
EFFECTIVE OCTOBER 12, 2022 – AUGUST 31, 2025

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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**

1.1 Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case 01-RC-290362, Trustees of Clark University (hereinafter referred to as the "University") recognizes the International Brotherhood of Teamsters, Local 170 (hereinafter referred to as "Union") as the sole and exclusive collective bargaining representative for the purpose of collective bargaining over wages, hours and other terms and conditions of employment for all employees in the following unit:

Ph.D. and masters students enrolled and working in the Graduate Arts and Sciences and International Development, Community, and Environment (IDCE) programs who are employed to provide instructional or research services, including teaching assistants, graduate instructors, part-time instructors, graduate teaching assistants, graduate research assistants, course assistants, research assistants, and researchers.

Excluding undergraduate students, post-baccalaureate students who work or provide services outside of Graduate Arts and Sciences and International Development, Community, and Environment (IDCE) programs, all other faculty, lab assistants, office clericals, managers, and guards and supervisors as defined in the National Labor Relations Act.

1.2 When the term "Graduate Assistant" is used in this Agreement, it shall refer to a member of the bargaining unit as defined in this Article.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.1 All management functions, rights, and prerogatives, that 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 the right:

- A. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;

- B. to recruit, appoint and transfer unit members and to determine and modify the size and composition of the work force;
- C. to determine or modify the qualifications and responsibilities of unit members;
- D. to direct, assign, schedule and otherwise supervise unit employees;
- E. to train unit members of the bargaining unit;
- F. to establish new job classifications within the unit;
- G. to establish and modify standards of conduct and to discipline or discharge unit members for just cause;
- H. to establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
- I. to establish and modify rules, regulations and policies;
- J. to alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
- K. to determine the academic calendar each year;
- L. to determine class and section size;
- M. to subcontract all or any portion of any operations;
- N. to 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;
- O. to determine and modify tuition and fees for all programs in which unit members are based and all matters affecting financial aid;
- P. to determine and modify policies and financial costs and charges associated with University housing;
- Q. to determine and modify what benefits will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the student costs for such coverage. If any such changes substantially change the level of benefits, the Union will be notified in advance and provided an opportunity to bargain;
- R. to select all insurance carriers and to change carriers from time to time;

2.2 Other questions of academic judgment and decision-making shall remain in the University's sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all matters affecting:

- A. student admissions;
- B. academic standards, and unit members' progress as students, including but not limited to the completion of degree requirements;
- C. who is taught, what is taught, how it is taught and who does the teaching;
- D. research methodology and materials;
- E. external grants including application, selection, funding, administration, usage, accountability and termination;
- F. the creation, elimination or modification of courses and curriculum;
- G. instructional methods;
- H. the content of courses, instructional materials, the nature and form of assignments required including examinations and other work;

- I. grading policies and practices;
- J. all other academic policies, procedures, rules and regulations in regard to unit members' status as students, including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program;

2.3 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.

2.4 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 3

UNION SECURITY AND DUES DEDUCTION

3.1 It shall be a condition of employment that all Graduate Assistants maintain union membership or, in lieu of union membership, pay agency fees, pursuant to Section 3.2. 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.

3.2 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.

3.3 Dismissal. The Union may request that a Graduate Assistant who fails to join the Union, maintain Union membership, or pay an agency 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.

3.4 Graduate assistants, whether they are members of the Union, or agency fee payers, shall have their Union membership dues and fees, or agency fees, deducted from each paycheck, provided they have signed an authorization for such deductions in a paper or electronic form acceptable to the University. The Union shall provide the University with the amount of Union membership dues and fees that a Graduate Assistant who joins the Union must pay. The University agrees to provide Graduate Assistants at the time of their hire with union membership and payroll deduction materials supplied by the Union, including with their initial employment packet.

3.5 Upon receipt of such signed authorization from an eligible Graduate Assistant, as defined in Section 3.3 above, the University agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Union, or agency fees for non-members, and agrees to remit to said Local Union all such deductions. Where an employee who is on check-off is not on the payroll during the week in which the deduction is made, the employee must make arrangements with the Union to pay such dues in advance.

3.6 Deductions shall commence for the first full pay period following receipt of the Graduate Assistant's written authorization and shall continue unless affirmatively revoked by the Graduate Assistant. The University agrees to remit to the Union any dues revocation form submitted by a Graduate Assistant to the University within two (2) business days of its receipt. The University is not required to make retroactive deductions.

3.7 The University shall transmit to the Union within fifteen (15) business days after the monthly payroll for the prior month, all dues and fees deducted for that pay period

3.8 No deductions shall be made which are prohibited by applicable law. The Union shall indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the University in reliance upon written authorization of the employees or written statements by Union representatives or for the purpose of complying with this Article. The University assumes no obligation, financial or otherwise, arising out of the provisions of this Article. Once deductions are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

3.9 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.

ARTICLE 4
LABOR-MANAGEMENT COMMITTEE

4.1 There will be a Labor-Management Committee with up to five (5) members on each side that will meet once during each semester and once during the summer 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 by agreement in writing. Designated representatives of the Union and the University will suggest agenda items no less than one week prior to each meeting, unless impractical to do so. The Parties will designate their own representatives to the committee. The Union shall notify the University of the names of its Committee members as well as any changes. Committee meetings shall be held at a time and location convenient to both parties. Any time away from regular work activities must be approved in advance by the Graduate Assistants' supervisor(s).

ARTICLE 5
HEALTH AND SAFETY

5.1 The Employer recognizes its obligation to provide a safe and healthy work environment for all employees. The University will comply with all such applicable state and federal laws and regulations regarding health and safety. The Union acknowledges that each Graduate Assistant is obligated to obey reasonable rules related to health and safety.

5.2 The University shall provide Personal Protective Equipment (PPE) that meets the requirements of OSHA standards or any state or federal regulations for safely carrying out their work at no cost to the Graduate Assistant.

5.3 The University shall provide safety training to all Graduate Assistants working in labs where such training is required by state or federal regulation.

5.4 The Union and the University agree that the Labor-Management Committee established in Article 4 shall be an appropriate venue to discuss health and safety issues, including on campus access to mental health resources for Graduate Assistants.

5.5 The University agrees to post in conspicuous places in all laboratories where Graduate Assistants perform work facility maintenance and emergency contact information.

5.6 If a Graduate Assistant becomes aware of a condition or conditions they reasonably believe to be unhealthy or dangerous to their health or safety or the health and safety of others, the Graduate Assistant shall report the condition as soon as possible to their supervisor who shall take appropriate action. In cases where a condition in the workplace creates an imminent danger to the Graduate Assistant, they shall not resume their work until appropriate corrective action is taken. The University shall not retaliate against any Graduate Assistant for such reporting. The University shall respond to reports in writing within thirty (30) days, either by confirming receipt of the report or by describing any corrective action(s).

ARTICLE 6
EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

6.2 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 their Supervisor, Program Director, Instructor, or Department Chair; however, the final decision concerning the content of the syllabus rests exclusively with the their Supervisor, Program Director or Department Chair.

6.3 Expenses. Graduate Assistants shall not be made to pay out of pocket for supplies, materials, and/or software required for a course, laboratory, or other work assignment, or to cover the cost of an approved field trip.

6.4 Access to Facilities and Services

- a) Graduate Assistants shall have the same parking and fitness center privileges as University staff. If the University amends such privileges for University staff and Graduate Assistants, it shall notify the Union but shall have no obligation to bargain.
- b) Graduate Assistants employed to engage in teaching-related work shall have access to appropriate space to meet with, and advise students, including private space when necessary and available.
- c) To the extent available and provided by their department or program, Graduate Assistants employed to engage in teaching-related work, and in order to fulfill their obligations of employment, shall have reasonable 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 and otherwise fulfill the obligations of their employment.
- d) Where available, Graduate Assistants will have access to a desk, or a file cabinet or a secure electronic folder or other similar protected space with locking capability for the purpose of storing grading records or other sensitive information. If a Department or Program does not have such space available, the Parties will meet and confer to agree upon a reasonable alternative.

- e) Supplies. Graduate Assistants shall have access to equipment and supplies necessary and required to the performance of the work 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 their School or Department. Such requests shall be addressed in compliance with all applicable state and federal laws.

ARTICLE 7
UNION RIGHTS

7.1 Designated representatives of the Union shall have reasonable access to the University's facilities for the transaction of Union business related to their representation of Graduate Assistants. The Union representative shall provide no less than two (2) business days' notice to the Director of Human Resources, or the person designated by the University to receive such notice, of the date and time the Union representative plans to arrive at the University's premises. The designated Union representative(s) shall not interrupt the operations of the University or classroom activities and will be required to follow all University policies and procedures while on the University's premises. The Union shall provide the University with the names of the designated representative(s) prior to them accessing the premises.

7.2 The Union shall have the ability to reserve meeting space on campus, subject to and in accordance with the University's scheduling policies and procedures, for purposes of conferring with Graduate Assistants in connection with their representation of them. The University does not guarantee the availability of any particular space, during any particular time.

7.3 Union representatives shall be given up to one (1) hour by the University during University or School-level new student orientations that relate exclusively to the Graduate Assistants' employment, in order to address new members of the bargaining unit. The University shall provide at least two (2) weeks' advance notice of these orientations to the Union and the Union shall promptly notify the University as to whether it intends to use such time. Graduate Assistants shall not be compelled or required to attend the Union orientation.

7.4 The Union shall be permitted to post notices pertaining to the Union's representation of the Graduate Assistants on designated University bulletin boards in academic and administrative buildings where Graduate Assistants perform work. Postings shall be in accordance with the University's posting policies and procedures and shall not contain any offensive or derogatory material or material in support of or against a candidate for political office. The University reserves the right to remove any material that violates University policy.

7.5 The University agrees to host an "electronic bulletin board" or page on Clark's learning management system, for Union information (and, separately, the University will post a copy of the collective bargaining agreement on its website on the most appropriate page within the

Graduate Education and Human Resources sites), however, the University shall not be restricted in any way from reviewing the content posted thereon and the Union agrees that any such review shall not constitute unlawful interference or surveillance of union activity. The “electronic bulletin board” shall not contain any offensive or derogatory material or material in support of or against a candidate for political office. The University reserves the right to remove any material that violates University policy.

ARTICLE 8
NO STRIKE/NO LOCKOUT

8.1 During the term of this Agreement or any extension thereof, there shall be no strikes, including any sympathy strikes, slowdown, withholding of grades or academic evaluations or other services, work stoppage or interruption of the operation of the University. Neither the Union, its officers, agents, nor unit Employees will directly or indirectly authorize, promote, or participate in any strike, sympathy strike, slowdown, withholding of grades or academic evaluation or other services, work stoppage, or interruption of the operation of the University. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the University. The question of whether the Graduate Assistant violated this Article is subject to challenge under the Grievance and Arbitration Procedure of this Agreement. However, the University’s decision to discipline, suspend or discharge a Graduate Assistant for such violation will not be subject to challenge through the Grievance and Arbitration Procedure.

8.2 The University agrees that it will not lock out unit members during the term of this Agreement or any extension thereof.

ARTICLE 9
NON-DISCRIMINATION AND HARASSMENT

9.1 Prohibition of Discrimination and Harassment.

The University and the Union shall not discriminate against any Graduate Assistant on the basis of race, color, religion, creed, sex, sexual orientation, marital status, parental status, pregnancy and pregnancy-related conditions, gender identity, gender expression, national origin, intersectional identity, ancestry, age, veteran status, military service, physical or mental disability, union activity or membership or lack thereof, or membership in other protected status under Massachusetts, federal or local law, or any University Policy.

9.2 Definitions.

Sexual harassment and other sexual misconduct is defined in Clark’s Title IX Policy and Sexual Misconduct Process (“Title IX Policy”), and shall have the same meaning herein.

9.3 Right to Representation.

- A. If a Graduate Assistant is accused of discrimination, sexual harassment or other sexual misconduct while performing their duties as an employee, the Graduate Assistant has the right to be accompanied by a Union representative at any and all steps of the formal complaint process outlined in Clark's Title IX Policy, the Harassment and Discrimination Policy, the Student Handbook and/or the Student Code of Conduct as well as at any preliminary discussions, regarding any complaints of any type of alleged discrimination or harassment under Section 1 of this Article.
- B. In the event the Department of Education issues new formal rules under its Title IX authority that require the University to modify its current Title IX policies and procedures, the University will notify the Union in advance of finalizing any such changes and provide an opportunity for the Union to meet and discuss in good faith the proposed changes.

9.4 Recourse.

A Graduate Assistant's complaint of discrimination based on union activity or membership shall be handled through the Grievance and Arbitration Procedure in Article 15 of this Agreement. A grievance alleging such discrimination based on union membership or activity shall not include additional allegations of other forms of discrimination or abusive behavior as defined under this Article.

Graduate Assistants alleging discrimination not covered by the University's Title IX Policy may pursue their rights with the appropriate state and/or federal agency. Graduate Assistants may also discuss claims of discrimination under this Article with a representative of the University at any time, with or without a Union representative. Such claims shall not be processed under Article 15, Grievance and Arbitration.

All other Graduate Assistant complaints regarding harassment in employment under this Article, will be processed in accordance with the internal policies and procedures developed by the University or the individual schools. Such claims shall not be processed under Article 15, Grievance and Arbitration.

9.5 Non-Retaliation. Filing a complaint in good faith of sexual harassment or other sexual misconduct and/or discrimination, other forms of harassment or discrimination, or cooperating in an investigation shall be protected activity. Retaliatory actions against any Graduate Assistant for initiating or otherwise participating in such protected activities shall be expressly forbidden.

9.6 Bathroom Equity. Unless otherwise restricted by state, federal law, or local ordinances, the University will not prevent Graduate Assistants from using a workplace bathroom appropriate to the Graduate Assistant's gender identity.

9.7 Gender Identity. Upon request from a Graduate Assistant, and subject to the limitations as articulated in the University's Chosen Name Policy the University agrees to update aspects of their employment record to reflect a change in name or gender identity. University records should accurately reflect Graduate Assistant pronouns. If an error is found in this regard, it will be promptly corrected when brought to the University's attention.

9.8 Disability. Upon request from a Graduate Assistant with a disability, the University and the Graduate Assistant shall engage in an interactive process to determine whether a reasonable accommodation can be provided to enable Graduate Assistants with disabilities to perform the essential functions of their job, consistent with state and federal laws as well as the University's policies. Graduate Assistants shall have the right, but are not required, to Union representation in all stages of the interactive process.

ARTICLE 10

APPOINTMENTS AND ASSIGNMENTS

10.1 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.

10.2 In cases where the University determines advanced preparation is required by the Graduate Assistant, the start date of the appointment will be set to provide the anticipated length of time to accomplish this work.

10.3 Timeliness.

A. Appointments.

If feasible, and except for students in a Masters program, the University will endeavor to notify Graduate Assistants of their appointment at least one (1) month before the start of the semester in which their appointment begins. The University will endeavor to provide appointments for Masters students as soon as they are known.

B. Assignments.

- 1) Fall. The University shall endeavor to notify Graduate Assistants of their Fall assignments by August 15.
- 2) Spring. The University shall endeavor to notify Graduate Assistants of their Spring assignments by January 1.
- 3) Summer. The University shall endeavor to 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 set forth in this Article.

10.4 Letters of Appointment and Assignment. These letters shall satisfy the notification requirements set forth in this Article.

- A. The letter of appointment shall include the following information:
- 1) Appointment title;
 - 2) If known, the effective starting and, end dates of the appointment;
 - 3) Employment unit (e.g., department, school, 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;
 - 7) A statement reading as follows: "The work pursuant to this appointment is covered by a Collective Bargaining Agreement negotiated between Clark University and Teamsters Local 170. This contract sets forth some of your rights and responsibilities as a member of this bargaining unit.";
 - 8) A general description of 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 Appointment.; and,
 - 9) The Supervisor's name.
 - 10) For those providing instructional services, the letter shall also include:
 - a) The assigned course title;
 - b) The course meeting times and location(s);
 - c) If known, information about any mandatory employment meetings; and
 - d) If known, any specific requirements of the course, including but not limited to any required or standard syllabus, textbook or other instructional materials.

11) For those providing research services, the letter shall also include:

- a) The location(s) of assigned work area(s), if any;
- 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.

10.5 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 or denying such a request.

10.6 If available, instructors shall have access to copies of the textbooks needed to teach the course.

ARTICLE 11 **WORKLOAD**

11.1 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 Graduate Assistant may overlap with the academic work of the student in the degree program. The University maintains the right to define academic expectations and degree requirements. This Agreement should not in any way be construed as imposing a limit on the amount of this academic work necessary for a student to make satisfactory academic progress toward their degree.

11.2 No Graduate Assistant shall be required to work more than an average of twenty (20) hours per week as part of their assistantship, during the academic year. The time spent by a Graduate Assistant on appointment-related, bargaining unit work shall count toward the Graduate Assistant's workload. The time spent by a Graduate Assistant on their academic efforts associated with degree requirements and academic expectations are not part of this collective bargaining agreement.

11.3 A Graduate Assistant who believes their assigned workload cannot reasonably be completed within the time limits specified in Section 11.2 may bring such concerns to their Supervisor. The Supervisor shall discuss any such concerns and, as warranted, may adjust workload requirements. If the Graduate Assistant is unsatisfied with decision of the supervisor, the Graduate Assistant may request a meeting with the Supervisor and the appropriate department chair or comparable director in units with no department chair, or their designee, in order to resolve the workload issue (if the supervisor is also the department chair or comparable director, the Dean of Graduate Studies or their designee will serve as a substitute). This meeting shall take place no later than seven (7) business days after request, unless extended by agreement of all the Parties.

ARTICLE 12
PROFESSIONAL FEEDBACK

12.1 Supervisors should endeavor to provide feedback to Graduate Assistants on the bargaining unit work they perform, including advice, guidance, and support on how to improve their performance.

12.2 Notwithstanding the flexibility described in Section 12.1, the following minimum standards shall be met by the Graduate Assistant's Supervisor.

- A. Early Intervention. In the event that a Supervisor has concerns about a Graduate Assistant's performance, they should notify the Graduate Assistant as soon as practicable to discuss such concerns and provide guidance and support for the Graduate Assistant to improve.
- B. Written Feedback. Supervisors are encouraged to provide written feedback to each Graduate Assistant they supervise at least once per semester (or at the conclusion of the semester).
- C. The Graduate Assistant may request an in-person meeting to discuss any feedback provided by the Supervisor. Such meetings shall not be unreasonably withheld.

ARTICLE 13
PERSONNEL FILES

13.1 The University will maintain basic personnel records for Graduate Assistants related to their employment. Graduate Assistants shall be provided access to their personnel files, upon request, but no more than twice during a calendar year, except to review information placed in the file that may negatively affect their employment.

ARTICLE 14
DISCIPLINE AND DISCHARGE

14.1 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 will be handled separately, where feasible. Discipline as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and not to determinations by the University to dismiss a Graduate Assistant from the University or take an adverse action against a Graduate Assistant for academic reasons, including but not limited to grades, academic assessments, and authorship decisions or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student cannot continue to serve as a Graduate Assistant. The Union acknowledges it has no right to grieve decisions regarding student status.

14.2 Neither Discipline nor Discharge includes the non-reappointment of a Graduate Assistant or the failure to offer an employment appointment to a Graduate Assistant, nor does it include the exchange of feedback or performance evaluations. Appointment-related decisions that are alleged to be retaliatory, or allegedly based upon work-related misconduct, or allegedly violate the CBA may be grieved.

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

14.4 Reassignment shall not be used as a work-related disciplinary measure.

14.5 A Graduate Assistant may request that a Union representative be present at any investigatory meeting that reasonably may lead to discipline. Such requests shall not be denied.

ARTICLE 15

GRIEVANCE AND ARBITRATION

15.1 Definition. A grievance shall be defined as a dispute over the interpretation, application or claimed violation of any of the provisions of the Agreement.

15.2 Informal Resolution. In order to facilitate a timely resolution, the Union representative or Graduate Assistant may, but are not required to, first present a grievance or to discuss any problems with the immediate supervisor or faculty member to whom they report. The Graduate Assistant has the right to union representation for such informal discussions as well as throughout any formal grievance procedure steps. Grievances resolved informally or at any point during the grievance process shall not constitute a precedent for future matters or for future interpretation or application of the Agreement. The Union shall be informed, in writing, of any informal resolution.

The Parties are encouraged to attempt to resolve the problems informally but if they are unable or choose not to do so, the Graduate Assistant or the Union may file a grievance under Section 15.3 below. The timelines set forth in this Article for filing a grievance are not tolled by any informal discussions that may have taken place under this section, although the Union and University may mutually agree in writing to extend any such deadlines.

15.3 If the grievance is not resolved informally, grievances shall be handled as follows:

STEP 1: The Graduate Assistant or the Union shall reduce the Step 1 grievance to writing and state the pertinent facts, the contract provisions involved, and the remedy sought. Such grievance will be filed with the appropriate department chair or comparable director in units with no department chair, or their designee within twenty (20) calendar days of the event forming the basis for the grievance or the date the Graduate Assistant reasonably should have known of the event forming the basis for the grievance.

Within fourteen (14) calendar days of the filing of the grievance, the department chair or comparable director in units with no department chair, or their designee shall then meet with the

Graduate Assistant and Union representative(s) for the purpose of attempting to resolve the grievance. This time period to meet may be extended by mutual written agreement of the Parties. If the grievance is not resolved at this meeting, the appropriate department chair or comparable director in units with no department chair, or their designee shall respond to the Union in writing within seven (7) days of the meeting. If the University fails to respond within this period, the grievance shall be deemed to be denied on that date, and the grievance may proceed to Step 2 within the time limits set forth below.

STEP 2: If the grievance is not resolved at Step 1, the grievance shall be submitted in writing to the Dean of Graduate Studies or their designee within ten (10) calendar days after the answer to Step 1 is given or the date which the Step 1 answer was due. The Dean of Graduate Studies or their designee shall hold a meeting at this step within fourteen (14) calendar days (unless mutually agreed otherwise) and answer the grievance in writing within seven (7) calendar days after the meeting. If the University fails to respond within this period, the grievance shall be deemed to be denied on that date, and the grievance may proceed to Step 3 within the time limits set forth below.

STEP 3 – Arbitration: Within thirty (30) calendar days after receipt of the University's written response, or within thirty (30) days after the Step 2 answer was due, if no written answer is received, the Union, but not an individual Graduate Assistant, may invoke arbitration by filing a Petition for Arbitration with the Labor Relations Connection under its labor arbitration rules. Failure to invoke arbitration during this period will result in the dismissal of the grievance with prejudice.

15.4 The decision of the Arbitrator shall be final and binding on the Parties, but the parties shall retain whatever rights they have under the law to challenge the decision of the Arbitrator. The Arbitrator shall be without power to alter, modify, amend, add to, subtract from or detract from the language of this Agreement, or to restrict any action taken by the University on matters reserved to the University's discretion as per Article 2 (Management Rights) unless those actions are restricted by other terms of this Agreement.

15.5 The parties agree to follow each of the foregoing steps in the processing of the grievance. As outlined above, if at any step the University's representative fails to give their written answer within the time limit set forth, it shall be deemed a denial by the University and the Union may appeal the grievance to the next step on the date the University's response is due.

15.6 The fees and expenses of the Arbitrator shall be shared equally by the Parties and each Party shall bear the expenses of its own representatives and witnesses.

15.7 Grievance meetings shall be held at a time and location convenient to both parties. When grievance meetings take place during a Graduate Assistant's work time, the University will pay for time actually and necessarily lost by the aggrieved Graduate Assistant involved in the grievance meeting. Graduate Assistants or stewards will not be compensated for time spent conferring with their union representative or otherwise preparing for a grievance meeting, preparing for or attending an arbitration, or preparing for or attending an administrative hearing. The Union agrees that these rights will not be abused.

ARTICLE 16
COMPENSATION

16.1 Effective Academic Year 2022-2023, the appointment length for all Graduate Assistants receiving a stipend will be nine (9) months.

16.2 Rates and Annual Adjustments.

Department	Stipend/Hourly Rates effective upon ratification	Percentage increase effective Sept 1, 2023	Percentage increase effective Sept 1, 2024
Chemistry/Biochemistry/Biology	\$28,287	2.0%	2.0%
Physics	\$28,287	2.0%	2.0%
Psychology	\$28,287	2.0%	2.0%
History/HGS/Genocide Studies	\$28,287	2.0%	2.0%
Geography	\$28,287	2.0%	2.0%
Economics	\$28,287	2.0%	2.0%
IDCE	\$19.00/hour	2.0%	2.0%
Education	\$19.00/hour	2.0%	2.0%
English	\$11,803	2.0%	2.0%

Any work covered by this Agreement that is performed during the summer (i.e., non-academic year) will be compensated at a rate of no less than \$19.00/hour.

If the University provides a campus-wide staff wage percentage increase during academic year 2023-24 or 2024-25, that is greater than provided here, the Graduate Assistants' increase shall be raised to the same percentage amount.

16.3 Advanced Instructor of Record Pay. In addition to the salaries listed in Section 16.1, Graduate Assistants who teach a course as an "instructor of record" shall receive an additional \$1,500 per course.

16.4 The University agrees to honor the length of funding packages previously offered to all Graduate Assistants employed at the time of this Agreement's effective date, provided the Graduate Assistants effected by this paragraph remain in good standing at the University.

ARTICLE 17
PAYDAY

17.1 Graduate Assistants shall be paid on a timely basis, in accordance with the University's normal business operations.

17.2 Pay Stubs. Graduate Assistants shall receive an itemized pay stub identifying any applicable tax withholdings; this shall normally be available in electronic form.

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

17.4 Direct Deposit. The University pays employees through Direct Deposit. Graduate Assistants are required to provide their bank information, and any other necessary information required by the University, in order for pay to be electronically deposited.

ARTICLE 18
HEALTH, DENTAL & VISION BENEFITS

18.1 Eligibility. All Graduate Assistants are eligible to enroll in the University-provided health plan for students.

18.2 Health Benefits. All Graduate Assistants in doctoral programs on nine (9) month stipends, performing unit work will be covered by the University student plan at a 100% subsidy.

18.3 Dental Insurance. Graduate Assistants will be eligible to enroll in dental coverage through the University-provided health plan for students.

18.4 Vision Insurance. Graduate Assistants will be eligible to enroll in vision coverage through the University-provided health plan for students.

ARTICLE 19
CHILDCARE

19.1 PhD Graduate Assistants shall be provided a free premium membership Care@Work and Life Mart through the University's benefits portal located at clarku.care.com.

ARTICLE 20
LEAVES OF ABSENCE

20.1 Holidays. The University sets the academic calendar each year and designates official University holidays and recesses. Graduate Assistants shall not be required to work on the official University holidays and designated recess.

20.2 Religious Holidays. The Parties recognize there are religious holidays that are not currently University holidays. If a Graduate Assistant requests time off to observe a religious holiday, the University will make reasonable efforts to accommodate such requests, provided a Graduate Assistant requests time off for religious observance with reasonable advance notice to their supervisor.

20.3 International Students. Unless otherwise prohibited by the United States Citizenship and Immigration Services or any other law or regulation that governs international work and/or Visa status, a Graduate Assistant who is also an International Student and who experiences a 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 two (2) semesters 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 University's discretion.

20.4 Personal Days. Graduate Assistants on a salaried appointment shall be entitled to two (2) personal days per semester without loss of compensation. Where possible, Graduate Assistants agree to provide at least three (3) days advance notice to their supervisor of such personal leave. A salaried Graduate Assistant may not carry over personal leave days to the subsequent semester.

20.5 Sick Leave. Graduate Assistants shall have a right to use up to seven (7) sick leave days per year (September – August) with no loss of compensation. Unused sick days cannot be carried over to the following year, nor will Graduate Assistants receive payment for unused sick time at the end of the year or employment. Graduate Assistants shall be permitted to use sick leave to (1) care for their own physical or mental illness, injury or medical condition; (2) care for a physical or mental illness, injury or medical condition of their child, spouse or partner, parent or parent of a spouse or partner; (3) attend their own routine medical appointment; (4) attend a routine medical appointment for their child, spouse or partner, parent or parent of a spouse or partner; and (5) address the psychological, physical or legal effects of domestic violence. The University may require that a Graduate Assistant provide a doctor's note or other documentation if (1) the Graduate Assistant is absent for three consecutively-scheduled work days; (2) the Graduate Assistant's absence occurs within two weeks prior to a Graduate Assistant's final scheduled day of work before termination of employment; or (3) the Graduate Assistant's absence occurs after four unforeseeable and undocumented absences within a three-month period.

20.6 Bereavement Leave. Graduate Assistants shall have a right to use three (3) days bereavement leave per year (September through August). These days are granted with regular pay in the event of the death in your (or your spouse) immediate family. Immediate family shall include spouse, father, mother, brother, sister, child, grandparent or grandchild. Graduate Assistants may request additional paid bereavement leave, which the University agrees shall not be unreasonably withheld.

ARTICLE 21

APPOINTMENT-RELATED TRAINING

21.1 Training. Mandatory training (whether department-level or multi-departmental level) related to the bargaining unit work 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. If Graduate Assistants fail to complete mandatory training, within a reasonable period, they may be disciplined up to and including the termination of their appointment.

21.2 Additional appropriate appointment-related training opportunities organized by the Graduate Arts & Sciences, and related to the Graduate Assistants' bargaining unit work, may be made available to Graduate Assistants whenever possible. Graduate Assistants may attend any of these appointment-related trainings hosted or sponsored by the Graduate Arts & Sciences free of charge.

21.3 The Union shall notify the University about any Graduate Assistant-specific appointment-related training opportunities, related to the Graduate Assistants' bargaining unit work, beyond those already offered. The University will make reasonable attempts to provide or notify Graduate Assistants of such training opportunities it deems relevant to their bargaining unit work at the University, or to provide access to such or similar opportunities it deems relevant to their bargaining unit work at the University, through other means (e.g., arranging access to attend opportunities at other universities or community providers; however, the University is not required to cover costs of such opportunities offered by an entity other than the University).

ARTICLE 22 **SEVERABILITY**

22.1 This instrument constitutes the entire Agreement of the Employer and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

22.2 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 in good faith any provision that has been invalidated.

ARTICLE 23 **DURATION AND RENEWAL**

23.1 This Agreement shall become effective as of October 12, 2022, the date of ratification, and shall remain in full force and effect until midnight August 31, 2025 and shall automatically be renewed from year-to-year thereafter, unless written notice is given by either party to the other of at least sixty (60) days prior to the expiration date, that termination or modification of this Agreement is desired. If the parties are unable to agree upon the proposed modification during this period, the Agreement shall terminate on its expiration date unless the Agreement is extended by mutual written agreement.



SIGNATURE PAGE

IN WITNESS WHEREOF, THE TRUSTEES OF CLARK UNIVERSITY has caused this instrument to be signed and sealed by its duly authorized representative and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 170 has caused this instrument to be signed and sealed by its duly authorized representative on October 12, 2022.

**THE TRUSTEES OF CLARK
UNIVERSITY**

**THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
LOCAL 170**



By: _____
Sebastián Royo

By:  _____
Shannon George

SIDE LETTER

COVID-19 APPOINTMENT EXTENSIONS

To the extent there are purported disruptions caused by the COVID-19 pandemic to Graduate Assistants' unit work, Graduate Assistants may request to apply for a year-long funding extension.

The provisions of this letter will expire on August 31, 2025.