

ARTICLE #

APPOINTMENT SECURITY

Section 1: *Appointment Security*

In the event of any changes to the position in which the Graduate Student Workers (GSWs) were appointed to fulfill, the University shall notify and clearly articulate these changes within seven (7) days of whenever the change is decided on by the appointing parties.

In the event the position described in a Letter of Appointment offered to a GSW becomes unavailable for any reason, the University shall appoint the GSW a comparable position for the remaining duration with the same level of compensation and benefits, including tuition waivers as applicable, persistent to the new position.

No GSW shall be denied the right to work a primary or additional job within the bargaining unit but outside the GSW's program Department.

Section 2. *Retaliation*

Termination of an appointment prior to its expiration shall not be permitted while a GSW is undergoing the grievance and arbitration process. Further withholding, retracting, or modifying terms of a reappointment while a GSW is undergoing the grievance or arbitration process is not permitted.

Section 3. *Requirements for Salaried Workers.*

- A. All GSWs working at least 20 hours per week must be salaried. The length of appointment for salaried workers will be for a minimum term of one academic year (Fall, Spring, and Summer semesters). GSWs can alternate between job classifications, as needed or desired, for the duration of the appointment.
- B. In cases where a salaried GSW does a co-op, internship, or externship with external funding for a semester, the internal funding that would have been allotted for that semester will be rolled over into the next appointment.
 - i. In any case, whether internal or external funding, the University will ensure equivalent benefits as outlined by this collective bargaining agreement to GSWs on co-op, internship, or externship.

Section 4. *Requirements for Hourly Workers.*

- A. Minimum length of appointment will be for the duration of the semester for all GSWs paid on an hourly basis for less than 20 hours per week.

- B. The University will ensure equivalent benefits as outlined by this collective bargaining agreement to GSWs on co-op, internship, or externship.

Section 5. *Offer of Appointment*

An Appointment Letter for any GSW will be provided at least ninety (90) calendar days before the appointment start date and will include the following information:

- A. Position title(s) and classification(s);
- B. Starting date of the position(s) and the termination date for the position(s);
- C. Supervisor and/or supervisory unit(s);
- D. The assigned course(s), research group, or lab where applicable;
- E. Expected weekly hours and work schedule, including course meeting times, and locations for teaching and research appointments;
- F. Amount of compensation and benefits afforded by this collective bargaining agreement;
- G. Cost of attendance for the University program, including all tuition and fees that will be charged or otherwise incurred if not covered by the University;
- H. For teaching appointments, the name of the course; the approximate number of students for which the GSW will be responsible; and a description of the required duties, including but not limited to:
 - i. preparing, attending, and/or leading course lectures and/or sections;
 - ii. office hours;
 - iii. creation of and grading of assignments.
- I. For research appointments, a brief description of the required research or lab duties, including but not limited to:
 - i. writing code;
 - ii. performing experiments;
 - iii. performing field work;
 - iv. maintaining equipment;
 - v. training;

- vi. teaching and mentoring lab members.
- J. For all other employment appointments, a brief description of required duties; including required meetings and trainings; and procedures for evaluation;
- K. Response requirements to the appointment letter and deadline, if any apply;
- L. A statement that the GSW will not be expected to provide clerical services (e.g. purchasing food, sending mail, participating in Department/Division level committees, etc.) or any other tasks outside of their appointment classification (e.g. RAs should not be expected to perform lab management, TA, or IoR duties) for a supervisor;
- M. The following statement that the position is covered by this collective bargaining agreement:
- i. “This position is subject to a collective bargaining agreement between Northeastern University and the Graduate Employees of Northeastern University UAW.”
- N. The following statement on non-discrimination:
- i. “Northeastern University will not discriminate against any graduate student for employment because of race, creed, color, religion, national origin, ancestry, genetic information, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression (whether actual or perceived), sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, medical conditions including those related to pregnancy status, childbirth, and breastfeeding, arrest record, or any other factor where the item in question will not interfere with job performance and where the employee is otherwise qualified.
- Northeastern University agrees to abide by the protections afforded employees with disabilities as outlined in the rules and regulations which implement Section 504 of the Rehabilitation Act of 1972 and the Americans with Disabilities Act.”
- O. Contact information for the Offices tasked with distributing compensation and benefits;

- P. Contact information for the Office of Diversity, Equity, and Inclusion, Office for University Equity and Compliance, University Ombuds, Office of Global Services, and the Union.

A GSW's Appointment Letter will be emailed to the GSW and be made accessible at all times to the GSW online, per the Employment Records procedures in Article #. If any items on the list above are undetermined on the date the Appointment Letter is issued, the Appointment Letter must include mention of the undetermined items and the contact information of the responsible parties from whom the GSW may seek clarity on those items. Those decisions must be made no later than ten (10) calendar days after the initial Appointment Letter is issued. Any decisions relating to those items must be immediately conveyed to the GSW electronically over email and the relevant information updated online, per the Employment Records procedures in Article #.

Appointment Letters must include all information outlined in this section (Section 5). The information outlined in this section must be updated and emailed to GSWs whenever they switch their job classification during the duration of their appointment and at least thirty (30) calendar days prior to the start date of the changed job classification.

The letter will indicate any changes in financial support and whether continued appointment is guaranteed. The letter will also include a statement indicating any contingencies between satisfactory academic progress and satisfactory job performance to continued appointments for the GSW.

Appointment letters guarantee funding to current or prospective students for the entire duration of the appointment. The terms of the appointment letter remain in effect, including funding, and are guaranteed at the Division level, regardless of if a faculty supervisor is no longer available to supervise the GSW's appointment. It is ultimately the Division's responsibility to assist the GSW in locating a new faculty supervisor.