

MARCH 15, 2024
UNIVERSITY COMPREHENSIVE PACKAGE PROPOSAL

*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

TENTATIVE AGREEMENT
BETWEEN NORTHEASTERN UNIVERSITY AND
THE UNITED AUTOWORKERS UNION

Northeastern University (“University”) and the United Autoworkers Union (“UAW”) hereby enter into this Tentative Agreement for a collective bargaining agreement effective for the period March 15, 2024 through June 30, 2027. The terms of this Tentative Agreement shall be subject to ratification by the union.

ARTICLE I
RECOGNITION

All graduate students enrolled in a program of study at Northeastern University who regularly provide student instructional services or research services on a stipended graduate assistantship or are paid hourly for such services, and who perform those services on the Boston, Nahant or Burlington campuses. For purposes of the foregoing, regularly shall mean at least five hours per week during the academic term unless on a medical or other leave of absence.

Excluded are all undergraduate students, all students on a fellowship or internship, “industry PhDs” or graduate students employed by third parties or on a co-op, all staff and faculty (including those who may also be enrolled in a graduate course or program), guards and any graduate students occupying a confidential, managerial or supervisory role, including any graduate students performing services in any Dean’s office or any finance office at the University.

The term “stipended graduate students” as used in this Agreement shall refer to PhD students funded by a stipended graduate assistantship (“SGA”).

Notwithstanding the above, the parties agree that graduate students falling within the unit as described above will only be covered by the collective bargaining agreement in semesters where they hold a covered position. For avoidance of doubt, in academic terms where a graduate student does not hold a covered position, they will not be covered by the collective bargaining agreement for that academic term.

ARTICLE II
VOLUNTARY UNION MEMBERSHIP, DUES AND FEES

Section 1. Graduate students are free to decide whether or not they wish to join the Union and pay membership dues or fees, or to discontinue paying membership dues or fees. The

University shall not coerce or otherwise attempt to influence a graduate student about their decision to join or not join the Union, or whether to pay or not pay membership dues and/or fees.

Section 4. There shall be no consequences for bargaining unit members who fail to pay fees after choosing to join the Union and pay dues and/or Union fees, nor shall the payment of union dues or fees be a condition of a student's continued appointment as an SGA or in an hourly position.

ARTICLE III ACADEMIC AND MANAGEMENT RIGHTS

Section 1. The University retains the exclusive rights that it possessed before the election of the Union as the exclusive bargaining representative, including but not limited to all decisions to direct, control, manage and schedule its operations, and to make any and all decisions affecting the University's educational and research mission ("Academic and Management Rights"). Such management and academic functions, rights and prerogatives are extensive and include, but are not limited to, the right:

- A. to determine, establish, direct, and control and make all determinations concerning the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
- B. to recruit, appoint and transfer bargaining unit members and to determine and modify the size and composition of the workforce covered by this Agreement;
- C. to determine or modify the number of bargaining unit members necessary for bargaining unit work, as well as the qualifications for bargaining unit positions and job responsibilities;
- D. to determine all aspects of assignments, including but not limited to where, when and how assignments take place, length of assignments, who receives which assignments, the nature of the assignment, assignment expectations and hours of work, as well as the direction, supervisor and supervision, training, scheduling, evaluation of bargaining unit members and compensation;
- E. to establish job classifications within the bargaining unit, and establish and modify standards of performance, conduct and safety, as well as work rules, discipline standards and attendance expectations, and to discipline or discharge bargaining unit members for cause subject to Article IX;
- F. to establish and modify the processes and criteria by which bargaining unit members will be evaluated in performance of bargaining unit work;
- G. to establish and modify rules, regulations and policies that apply to bargaining unit members;
- H. to alter, extend, or discontinue existing equipment, facilities, workspaces and location(s) of any university operations;

- I. to determine the academic calendar each year, including holidays and holiday scheduling, and determine class and section size;
- J. to subcontract any portion of any operations;
- K. to take any action deemed necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which University programs, services, and operations are to be conducted;
- L. to determine and modify tuition and fees for all programs in which bargaining unit members are based and all matters affecting financial aid;
- M. to determine and modify policies and financial costs and charges associated with University housing;
- N. to determine and modify what benefits will be offered to students, as well as any policies and plans that pertain to any benefits offered students;
- O. to determine which insurance carriers to retain and to modify carriers and insurance coverage;
- P. to determine student admissions, academic standards pertaining to bargaining unit members, including but not limited to academic progress and the completion of degree requirements;
- Q. to determine all matters concerning teaching and teaching assignments, including but not limited to who is taught, what is taught, when it is taught, how it is taught and who does the teaching, course enrollment, as well as the introduction of new methods of instruction and modalities, and matters related to remote instruction and technology for instruction;
- R. to determine what is researched, who performs the research and all research methodology and materials, including technology;
- S. to determine matters related to all grants, including application, selection, funding, administration, usage, accountability, modification and termination;
- T. to determine the content of courses, instructional materials, the nature and form of teaching assignments, including examinations and any other academic matter that impacts instructional work;
- U. to determine the type and nature of funding that applies to any appointment, and to change the funding source, nature and type of funding that applies to any appointment;
- V. to determine grading policies and practices, and assessment of student work and grades, as well as determinations concerning academic progress of students;
- W. to determine, establish, manage and change processes and systems pertaining to compensation for any bargaining unit position;

X. to determine, establish, modify or discontinue all other academic policies, procedures, standards, rules and regulations concerning bargaining unit members, including but not limited to, intellectual integrity and any other matter relating to bargaining unit members' progress and standing in a University educational program.

Section 2. The parties recognize that graduate students are first and foremost students in the University's graduate programs, and even when performing work as defined by this Agreement, they nonetheless remain as students. Consequently, the University shall exercise the sole and exclusive right to make all decisions regarding academic matters including the academic course of the University. This includes the right of the University to determine how the University will be governed; to determine the University's organizational structure; to determine the establishment of schools, colleges, centers, institutes, departments, divisions and other units of the University; to expand or contract the University and its operations by acquisition, sale, merger or other means; to reorganize, enlarge, reduce or discontinue any function, position, or department or other unit of the University, or transfer such functions, positions, departments or units; to determine, alter or amend the curriculum, programs and degrees offered; to establish, maintain, modify, discontinue and/or cancel any course, program or school; to decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs; to establish, maintain or modify course offerings, identifiers, course content, description, and/or objectives; to determine in its sole discretion all matters relating to student admissions and appointments, admission standards, cohort size, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress; to determine all matters that pertain to the amount of any tuition or fees; to determine all matters of budget, financial procedures and personnel policies; to determine matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid; to promulgate policies and resolve issues pertaining to academic disciplinary matters, including grievances; and to take such actions necessary to carry out the mission of the University in cases of emergency. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

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

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

ARTICLE IV STIPENDS AND HOURLY PAY

Section 1. Graduate students on a stipended graduate assistantship

Effective September 1, 2024, stipended graduate students on a twelve-month appointment who received less than a 10% stipend increase for the 2023-2024 academic year shall receive no

less than a 2.5% stipend increase. Graduate students on a stipended assistantship appointment of less than twelve months shall receive a prorated stipend. New stipended graduate students for the 2024-2025 academic year shall receive the relevant rate in their college effective for September 1.

Effective September 1, 2025, stipended graduate students on a twelve-month appointment shall receive stipend increases of no less than 2.5%. Graduate students on a stipended assistantship appointment of less than twelve months shall receive a prorated stipend. New stipended graduate students for the 2025-2026 academic year shall receive the relevant rate in their college effective for September 1.

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

Stipend rates may vary among students in colleges, departments and programs.

Section 2. Hourly graduate students

Effective September 1, 2024, hourly paid graduate students shall receive a minimum per-hour rate of \$18.00. The minimum hourly rate shall increase by 2.5% on September 1, 2025, and again on September 1, 2026.

ARTICLE V HOLIDAYS AND TIME OFF

A. Holidays

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

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

B. Time Off

Stipended graduate students shall be entitled to two (2) days off per each semester (fall and spring) and one (1) day off per each summer term (summer 1 and summer 2) that they are working. Time off must be approved at least two weeks in advance by their supervisor and may not require cancelation of a class or lab. Students may request additional time off for a particular academic term with their supervisor, but any additional days are at the discretion of the supervisor and college. No arrangements concerning time off with any student that differs from

what is outlined in this provision, including the granting of additional time off, shall create any right for a similar arrangement or additional time off for any other student. The parties agree that stipended graduate students are able to use all paid time off provided during the term, and therefore any time off not used during a given academic term will not carry over into a succeeding term.

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

ARTICLE VI STIPENDED APPOINTMENTS

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

Section 2. The parties understand that issues such as funding availability and course enrollment uncertainties can impact the timing of when appointment letters issue. The University will make reasonable efforts to provide an appointment letter for each appointment no later than thirty (30) calendar days before the start of the appointment.

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

- A. Appointment title;
- B. Effective dates and duration of the appointment;
- C. College and department, as applicable, and supervisor if known at issuance of the letter;
- D. The general terms of the appointment, including stipend as applicable; and,
- E. The general scope of anticipated responsibilities of the appointment.

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

Section 5. An individual who is not enrolled as a student for any reason may not hold an appointment, and shall not be subject to any provision of this Agreement.

ARTICLE VII STIPENDED ASSIGNMENT HOURS

Section 1. The parties agree that the university maintains the right to define academic expectations and degree requirements, and that this Agreement does not limit the amount of

academic work deemed necessary for a student to make satisfactory academic progress toward their degree.

Section 2. The workweek for stipended graduate students shall not exceed more than an average of twenty (20) hours per week over the course of a semester without a commensurate pro-rated compensation increase. Any time spent by a stipended graduate student on their academic efforts associated with degree requirements and academic expectations is not part of this Agreement, and will not count toward the 20 hours.

Section 3. Specific hours worked each week will fluctuate due to the nature of assignments. The parties recognize that, in addition to the more typical appointments of a traditional academic term (fall/spring), academic year, or calendar year, a stipended graduate student may be offered an appointment to work during an intercession or other similar shortened period. By design, such appointments may involve a more intense assignment workload each week than typically associated with an academic term appointment. In these situations, the twenty (20) hour per week average in Section 2 shall not apply. The parties recognize that summer 1 and summer 2 appointments are also different than the more typical appointments of a traditional academic term (fall/spring), academic year or calendar year, and agree that the twenty (20) hour per week average shall not apply to appointments during the summer.

Section 4. Stipended graduate students shall attempt to informally resolve any concerns about their hours with their supervisor as a precondition to filing a grievance under the Grievance and Arbitration provisions of the contract.

ARTICLE VIII HOURLY ASSIGNMENTS

The length of any hourly assignments offered to graduate students will be set forth in the posting for the position. Hourly assignments are subject to availability and funding, and are subject to change or cancelation. Serving in one hourly assignment does not guarantee that students will receive additional assignments or qualify for other assignments. Nothing in this Agreement shall alter any work study rules and requirements or any University processes and procedures that apply to hourly student assignments, including how assignments are processed and students are paid for those assignments.

ARTICLE IX DISCIPLINE AND DISCHARGE

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

Section 2. Discipline as used in this Article shall refer to warnings, suspension or more severe discipline based upon misconduct related to non-academic duties for stipended graduate students (including but not limited to absenteeism; lateness pertaining to any aspect of non-academic duties; failure to adhere to stated course or research deadlines; failure or refusal to comply with instructions or directives from a supervisor; failure to aid in the preparation of a course or research materials; failure to hold lab sections, labs or office hours; failure to timely grade; failure to perform assigned lab duties, willful abandonment of teaching or research assignments; failure to comply with applicable policies or procedures, etc.), and shall be for just cause. Discipline does not include actions taken related to work performance, including but not limited to the quality of teaching or research. Progressive discipline is not warranted in every case and any form of discipline can apply depending on the circumstances.

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

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

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

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

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

ARTICLE X LEAVES OF ABSENCE

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

Section 1. Parental Leave. Bargaining unit members may request up to twelve (12) weeks of parental leave pursuant to existing University leave policies and procedures. Stipended graduate students who qualify for parental leave may take up to twelve (12) weeks of parental leave with no loss of stipend payments during the leave period.

Section 2. Medical and Other Leaves. Graduate students may apply to take leaves of absence pursuant to existing University policies and procedures.

Section 3. Personal leave. Stipended graduate students may request up to three (3) paid personal days per academic year. Days will be accrued at the rate of one day per semester worked (fall, spring, summer). Unused days may be carried over into the next academic term if the graduate student is performing bargaining unit work, but may not be carried forward into the following year. Requests for paid personal days are subject to approval and may not require the cancelation of a class or lab. Requests must be submitted with the graduate student's supervisor, with a copy to the relevant associate dean for graduate affairs at least two weeks in advance.

Section 4. To the extent this article identifies benefits already available under existing University policies, graduate students shall not receive benefits under both this Agreement and under University policies. Any disputes arising under or from leaves or leave policies shall not be subject to the grievance and arbitration procedure.

ARTICLE XI HEALTH INSURANCE

Section 1. The University will provide health insurance to students in the bargaining unit on the same terms that apply to all other students not covered by this Agreement. University health insurance coverage, policies, and procedures applicable to graduate students shall not be subject to this Agreement. The University reserves the right to modify, in its sole discretion, the student health insurance plan and design, premium rates, carriers or administrators, and all student health insurance policies, coverage terms, rules and procedures.

Section 2. Stipended graduate students shall receive health insurance coverage with no premium cost or fees while on a funded graduate assistantship.

ARTICLE XII MEDICAL AND DENTAL ASSISTANCE

As soon as practicable after ratification, the University will make medical and dental assistance available up to an annual cap of \$350,000 for stipended graduate students for reimbursement of any co-pays or out-of-pocket medical expenses (as defined by Internal Revenue Service regulations) that they incurred under the student health insurance plan, including the cost of specialist care, dental care, vision care and out-of-network providers. Once the annual cap is reached, no further monies will be distributed. The annual period shall run from July 1 through June 30th each year. For any agreement reached prior to July 1, 2024, the annual cap shall be prorated over the months from between ratification through June 30, 2024. The new annual cap will reset on July 1, 2024, July 1, 2025 and July 1, 2026. Individual student

reimbursements are capped annually such that no one student is eligible to receive more in reimbursements than any other student over an eligibility year.

Distribution of any funds shall be administered by the Union, subject to processes and procedures established by the Union and agreed upon in advance by the University. No changes to the processes and procedures may be made without agreement of the University. The Union shall keep detailed records related to all assistance requests and forward a report to the University containing the names of individuals who submitted approved requests for processing on December 1 and May 1 of each year. The University may, at any time, assume control over and change the processing and assistance application process and establish new procedures to process requests and distribution of funds if it believes the existing process and disbursement model is inefficient, unworkable or can be replaced with an improved process.

Funds shall be made available each year this Agreement is in effect and unexpended funds from one year shall not roll over into a subsequent academic year.

ARTICLE XIII TRAINING AND TRAVEL

Section 1. The University may require graduate students to undergo training related to their assigned duties.

Section 2. The University retains the exclusive right to determine the content and delivery of training and will notify graduate students of any required trainings. Attendance at any required training shall be compensated at the applicable rate consistent with the student's appointment or hourly rate if the training takes place outside the dates of the student's assignment period.

Section 3. Stipended graduate students who are required to travel as part of their appointment shall be reimbursed for reasonable and authorized expenses in accordance with the University and/or Departmental travel policies.

ARTICLE XIV GRIEVANCE AND ARBITRATION

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

Section 1. A grievance may only be filed in writing or by email and shall specify the (1) grievant(s), (2) date of the alleged violation of the Agreement, (3) provision(s) of the Agreement alleged to have been violated, (4) facts supporting the alleged violation of each provision alleged to have been violated, and (5) relief requested by the grievant(s). All grievances must be signed and dated by a Union representative or filed electronically from a University or Union email

address. Grievances from personal email addresses shall not be deemed filed. These procedural steps are a condition precedent to pursuing a grievance under this process.

Section 2 – Grievance Steps.

Step 1 (informal discussion)

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

Step 2

If the grievance is not resolved at Step 1, the grieving party may request that the grievance proceed to Step 2. Requests to advance the grievance to Step 2 must be filed within five (5) days of the expiration of the fifteen (15) day period in Step 1. Step 2 grievances must be presented to the head of University Labor Operations, with a copy to the relevant associate dean for graduate affairs in the student's college. If the request is timely filed, the University head of Labor Operations or their designee will schedule a meeting to discuss the grievance within ten (10) business days of receiving notice of the grievance. If the grievance is not resolved at the meeting, the University grievance meeting representative shall respond to the grievance within fourteen (14) days of the meeting.

Step 3

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

Step 4

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

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

Section 4.

- a. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the University and the Union. Accordingly, in the absence of mutual consent of the University and the Union, an arbitrator may not be presented with or rule upon more than one grievance. It is the desire of the University and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the University and the Union agree otherwise in writing.
- b. The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to them. If the arbitrator finds that the University acted in accordance with its rights under Article III – Academic and Management Rights, the arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any such action taken by the University. The arbitrator shall have no authority to issue any award on an academic matter contemplated by this Agreement.
- c. The decision and award of the arbitrator shall be issued to the University and the Union within thirty (30) calendar days of the close of the arbitration or submission of briefs, whichever is later.

- d. The decision and award of the arbitrator shall be final and binding upon the University and the Union and the employees covered hereby to the extent provided by law.
- e. The fees and expenses of the arbitrator, the hearing room and any hearing transcript shall be shared equally by the University and the Union. In the event that the Union withdraws the case prior to hearing and a cancelation fee is incurred, the Union shall be solely responsible for the fee.

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

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

Section 7. The parties agree that they will make every reasonable effort to schedule arbitrations at times that do not conflict with the teaching or research schedules of graduate students who either party anticipates will be attending the arbitration as a grievant or a witness.

ARTICLE XV NO STRIKE NO LOCKOUT

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

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

Section 3. The Union is obligated to immediately inform any unit member(s) who engages in conduct prohibited under this Article that such action is prohibited by the Agreement and that such unit member(s) must cease such action and return to full, normal, and timely duties associated with their appointment. The Union shall also distributed to the unit member(s) and the University, and post on its website and all Union social media, a written notice, signed by an officer of the Union, that the work stoppage or other prohibited conduct outlined above is not authorized, condoned or sanctioned by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union that bargaining unit members have engaged in conduct prohibited by this Article.

Section 4. Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court of competent jurisdiction in the event of a violation of this article.

Section 5. During the term of this Agreement, or any extension thereof, the University agrees that it will not lock out any of the unit members covered by this Agreement.

ARTICLE XVI ACADEMIC RETALIATION

Section 1. The University shall not retaliate against a graduate student in an academic form for exercising a right under this Agreement or participating in any investigation or proceeding arising under this Agreement. Academic retaliation can include, by way of example, grades, academic assignments, recommendation letters, or the denial of some academic opportunity, including but not limited to teaching or research assignments.

Section 2. Claims of academic retaliation may not proceed through the Grievance and Arbitration provisions of this Agreement. Graduate students with a claim of academic retaliation may pursue such a claim through the applicable internal college and University procedures.

ARTICLE XVII NON-DISCRIMINATION AND HARASSMENT

Section 1. Northeastern University is committed to providing equal opportunity to all qualified persons and does not tolerate discrimination, harassment or retaliation against graduate students on the basis of race, color, religion, creed, sex (including pregnancy and

pregnancy-related condition), sexual orientation, gender identity, gender expression, genetic information, national origin, ancestry, age, veteran or military status, disability status, or membership in any other protected status consistent with Massachusetts, federal or local law, and University policy.

Graduate students may pursue allegations of discrimination, harassment or retaliation with the Office for University Equity and Compliance which provides complaint and investigation processes in accordance with the University's Policy on Sexual and Gender Based Harassment and Title IX.

Section 2. Graduate student complaints of discrimination based on union activity or membership shall be handled through the Grievance and Arbitration Procedure in Article XII of this Agreement. A grievance alleging such discrimination based on union membership or activity may not include additional allegations of other forms of discrimination defined in Section 1 of this Article. Similarly, students may not bring any claims defined in Section 1 of this Article as part of a grievance alleging a violation of any other provision of this Agreement.

ARTICLE XVIII NO PAST PRACTICE

Any benefits conferred or practices by the University, or a college, division, department, program or faculty member that are not specified in this agreement do not create any rights and, unless specifically provided herein to the contrary, shall not be binding on the University.

ARTICLE XIX WORKPLACE SAFETY

Section 1. The University, the Union and graduate students are committed to maintaining processes and procedures that ensure a safe work environment. The parties understand that students must adhere to all applicable University health and safety rules, policies, and procedures. No student shall be subjected to retaliation for reporting a health and safety concern.

Section 2. The University will provide Personal Protective Equipment (PPE) deemed necessary by the Occupational Safety and Health Act ("OSHA") or any applicable local, state, or federal regulations pertaining to student assigned duties.

ARTICLE XX EMPLOYMENT RECORDS

Section 1. Employment records as used in this Agreement for stipended graduate students shall mean the Appointment Letter that is required by Article VI, Section 3, as well as any discipline imposed that is unrelated to academics and concerns non-academic work as defined in this Agreement. For hourly graduate students covered by the Agreement, "employment records" shall mean information maintained by the Office of Student Employment, Graduate Assistantships and Fellowships ("SEGAF") that concern their hourly assignment, which will include the following:

- Start date of the hourly assignment
- Anticipated end date of the hourly assignment if reflected
- Pay rate for hourly assignment
- Hours of work recorded by the graduate student
- Hiring department

Section 2. Notwithstanding the above, no record characterized as an “employment record” shall be construed to mean any record covered by FERPA. Moreover, “employment records” shall not include any record that concerns academic matters, which includes, but is not limited to, materials related to a student’s course of study, grades, academic progress, course evaluation, aspects of graduate study related to dissertation work, and academic matters covered by Article III and Article IX.

Section 3. Students shall be able to obtain a copy of their employment records at least twice each year by submitting a request for records in accordance with the following process: Stipended graduate students shall direct a records request to the associate dean for graduate affairs in their college, with a copy to the Department Chair in colleges with departments; and hourly graduate students shall direct a records request to SEGAF. Colleges shall endeavor to respond to requests under this request process within ten (10) business days. This process shall be replaced with student direct systems access to their employment records once University systems are redesigned to accommodate such requests. The University shall provide notice to students of the above records request process.

Section 4. Students may express disagreement with any information contained in their employment record by sending an email to the contact points for records requests outlined in Section 3. Such email shall set out the specific basis for the disagreement and the reasons therefor. The University may, but is not required, to consider the student’s email and to adjust the information in response.

Section 5. Student “employment records” shall be treated as confidential student information consistent with any other student information maintained by the University. All policies and procedures designed to protect student information shall apply to such records. Student “employment records” shall be retained consistent with University policies on record retention for student records.

ARTICLE XXI POSITION OPENINGS

The University shall post open hourly positions covered by this Agreement with the Office of Student Employment, Graduate Assistantships and Fellowships (“SEGAF”). Bargaining unit members may access and view open positions on the SEGAF webpage, and may apply for open positions through the SEGAF application process. Stipended graduate students who lose an appointment assignment and funding for reasons other than academic dismissal, failure to meet the terms of their appointment, failure to adhere to the terms of their funding commitment, failure to complete their academic program within the funding commitment period or dismissal consistent with Article XX of this Agreement, hereafter “eligible stipended graduate

students,” may apply for open funded positions for which they qualify. Eligible stipended graduate students may request information concerning open Teaching and/or Research Assistant positions covered by this Agreement with their college. Such requests must be in writing and directed to the relevant associate dean for graduate affairs with a copy to the relevant department chair in colleges with departments. Colleges shall endeavor to respond to such requests for information within ten (10) business days of receiving the request.

ARTICLE XXII SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect to the extent consistent with such court ruling. The parties agree to discuss any provision found to be unlawful as contemplated by this Article, but there shall be no obligation to reopen the Agreement and bargain over language to replace the invalidated provision(s) unless both parties agree.

ARTICLE XXIII LABOR MANAGEMENT COMMITTEE

Section 1. A Labor Management Committee (LMC) shall be formed with up to four (4) representatives for the University and up to four (4) representatives for the Union that shall meet once each academic term (summer, fall, and spring) at mutually agreed upon dates and times. Each side shall select its own representatives.

Section 2. The purpose of the LMC will be to discuss matters of concern to either or both sides, including the administration of this agreement and other related issues. The LMC shall not discuss active grievances, nor shall meetings be considered or be used for the purpose of bargaining, nor shall anything about LMC meetings represent a reopening of the Agreement. Agenda items shall be agreed to at least seven (7) business days prior to the meeting.

ARTICLE XXIV COMPREHENSIVE AND COMPLETE AGREEMENT

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, and to negotiate over, any permitted subject of bargaining, and the understandings and agreements reached by the parties exercising that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement or required by law, to bargain collectively with respect to any subject referred to or covered in this Agreement. This Agreement may not be changed, modified or amended, except by an express written agreement signed by authorized agents for both parties.

To the extent one party brings any legal action asserting a failure to bargain over any subject covered by this Agreement, the party bringing such legal action shall be responsible for and shall pay the costs and legal fees borne by the party defending against the failure to bargain

claim. The party claiming that costs and legal fees are owed shall have the right to proceed directly to Arbitration within 30 days of raising the claim of owed costs and legal fees with the other party. An Arbitrator hearing such claim is empowered to rule solely on the issue of whether costs and legal fees are owed prior to resolution of any failure to bargain legal action, and prior to the grieving party having incurred the totality of legal costs and fees associated with defending the failure to bargain claim.

**ARTICLE XXV
DURATION**

The terms and conditions of this Agreement shall remain in full force and effect commencing upon signature by the parties, and shall continue until June 30, 2027, unless the parties mutually agree otherwise.

AGREED:

Northeastern University

Graduate Employees of Northeastern University -
UAW

Scott Merrill

Dated: _____

Dated: _____