

**Collective Bargaining Agreement**

***BETWEEN***

**Brown University**

***AND***

**Graduate Labor Organization**

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## Article I

### Recognition and Bargaining Unit Description

#### I.1

Brown University (hereinafter referred to as the "University") hereby recognizes the Graduate Labor Organization (hereinafter referred to as the "Union") as the sole and exclusive collective bargaining unit representative for wages, hours, and terms and conditions of employment for all Graduate Student Employees within the bargaining unit as certified by the American Arbitration Association (hereinafter referred to as the "AAA") on December 6, 2018, which certification has been communicated to the NLRB Region 1:

Included within the bargaining unit are:

- All University Ph.D. students who are: (i) matriculated in a Graduate School doctoral degree program and who have a commitment from the University for a Stipend over a set period of years; and (ii) a component of receiving the Stipend is that in certain semesters these doctoral students will provide research or instructional services as duly appointed Teaching Assistants ("TA"), Teaching Fellows ("TF"), Research Assistants ("RA") and Proctors (collectively Graduate Student Employees "GSE"); and (iii) during the semester(s) for which their TA, TF, RA or Proctor semester-length appointment is in effect.
- All University Master's students who are: (i) matriculated in a Graduate School master's degree program; and (ii) as a component of receiving financial support for their degree program provide research or instructional services as duly appointed Teaching Assistants ("TA"), Research Assistants ("RA") and Proctors (collectively "Graduate Student Employees"); and (iii) during the semester(s) for which their TA, RA or Proctor semester-length appointment is in effect.
- As per the Master's Students Serving as Research Assistants Side Letter appended to this Agreement and subject to the negotiating process outline in that Side Letter, Master's students working at least 20 hours a week as Research Assistants, regardless of whether they pay tuition, will be included in the Bargaining Unit.
- Graduate Student Employees (TA, TF, RA or Proctor) will be included in the bargaining unit only during those specific semesters during which the Graduate Student Employee performs duties in satisfaction of his/her/their Graduate Student Employee appointment as a TA, TF, RA or Proctor consistent with his/her/their Stipend or financial support.

Excluded from the bargaining unit are: Teaching Assistants, Teaching Fellows, Research Assistants, or Proctors who are supervisors, managerial employees, confidential employees;

graduate students receiving fellowship stipend support where additional work performing research or instructional services are not a condition of receiving a stipend, unless such work entails a semester-length appointment as a TA, TF, RA, or Proctor with an average workload of twenty (20) hours per week as part of their assigned position; Ph.D. students receiving an institutional training grant from external funding agencies where the purpose of the grant is to support student academic training and the external funding agency determines the terms and conditions of the grant; all undergraduate students; students who are compensated on an hourly basis (with the exception of Master's students working at least 20 hours a week as Research Assistants who are compensated on an hourly basis and will be included in the Bargaining Unit as per the Masters Students Serving as Research Assistants Side Letter appended to this Agreement); all other faculty; and all other employees.

## **I.2**

The University agrees not to negotiate with any other labor organization, its agent, or any employee organization over wages, hours, and terms and conditions of employment, for all employees within the bargaining unit, unless specified otherwise/elsewhere in this Agreement. No changes to wages, hours and terms and conditions of employment that fall within the specific terms of this Agreement, other than those that are recognized by this Agreement, will be made except by mutual agreement of the University and the Union pursuant to collective bargaining.

The parties recognize that members of the bargaining unit are students in the University's graduate programs, and even when performing work as defined by this Agreement, they retain their status as students. Consequently, the University shall exercise sole authority on all decisions involving academic and student matters. Nothing in Article I shall be construed to prevent the University from exercising that authority through the established University governance processes and procedures, including the University or any administrator or faculty member from meeting with the Graduate Student Council and/or any other University organization or group, including student and Departmental organizations, to hear their view on any matter, to consider and discuss proposals and requests, and to act on those matters. No member of the bargaining unit shall be prevented from participating in or serving as a member of the Graduate Student Council, or any other committee, task force, search committee, working group, or other such body of the established University governance processes and procedures.

## **I.3**

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

## Article II

### Bargaining Unit Information

#### A. FERPA Release/Waiver

The University shall provide all Graduate Student Employees performing bargaining unit work with a form that, when signed voluntarily, will constitute a written valid waiver of their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information sought by the Union for representation purposes as set forth in this Article.

This form will be included in the Graduate Student Employees's original hiring paperwork along with a communication that will indicate that the Union is their exclusive bargaining representative when the Graduate Student Employees is engaged in bargaining unit work covered by this Agreement. The communication will also include, at minimum, information about the following:

(1) The Union has a legal obligation to represent the Graduate Student Employees when they are engaged in bargaining unit work and that to do so, the Union requires information about its members so that it is properly prepared to enforce the Collective Bargaining Agreement negotiated with the University;

(2) In order to avoid any conflict between the National Labor Relations Act, which grants the Union the right to access this information, and FERPA, which protects certain information in a Graduate Student Employee's student records, the Graduate Student Employees will be asked to sign the form to grant the Union access to records maintained by the University which relate to employment covered by this Agreement; and

(3) Contact information for the Union and the University to raise any questions about the FERPA release/waiver, and/or how the information shared with the union may be used.

In addition to any specific language the University determines is legally required, it shall communicate the information in this Section in plain language that prioritizes clarity and comprehension.

The Union agrees that it will not re-disclose any non-directory information provided by the University under this Article without the written consent of the Graduate Student Employee.

B. No later than two (2) weeks after the start of each semester, the University will provide the Union with the following unblocked directory information regarding bargaining unit members:

1. Name;
2. Departmental address;
3. Phone number;
4. University email; and

C. Provided the Graduate Student Employee has given the University a properly executed FERPA release/waiver, the University will provide the Union with the following information regarding bargaining unit members no later than two (2) weeks after the start of each semester:

1. Employee ID number
2. Home Academic Department
3. Department or school of appointment; and
4. Amount of compensation taxed as wages for the appointment;

#### D. List Updates

1. If any Graduate Student Employees are hired after this initial list is sent to the Union, the University will provide the Union with the information listed in Sections B for the newly hired Graduate Student Employees within two weeks of the end of the “shopping period” each semester and the information listed in Section C for any newly hired Graduate Student Employee who has given the University a properly executed FERPA release/waiver. If any Graduate Student Employees initially reported are later excluded from the bargaining unit due to a change in appointment, the University will notify the Union as soon as possible.
2. Two weeks after the end of the shopping period each semester, the University will provide a list to the Union detailing the course and labs in which any Graduate Student Employee who has given the University a properly executed FERPA release/waiver is employed, to include the following information where applicable:
  - a. For TAs and TFs, the name, prefix and number of the course and name of supervisor;
  - b. For RAs, name of supervisor;
  - c. For Proctors, name of supervisor;
  - d. The title of the Graduate Student Employee.

#### E. Notification

1. The Union agrees to notify the University of its upcoming obligations as defined in this Article at least two (2) weeks prior to the deadlines established in Section B and Section C of this article.
2. If the Union fails to notify the University by the deadline established in Section E(1), the University shall provide the information agreed to in this Article no later than two (2) weeks after the Union does send notification.
3. The University recognizes its ongoing obligations to provide this information and shall make reasonable efforts to prepare for such requests without needing to wait for notification.

## Article III

### Union Rights and Responsibilities

#### A. Union Orientation

Union representatives shall be given reasonable time by the University at all University, School, Department, or Program-level orientations at which Graduate Student Employees are expected in order to address Graduate Student Employees in attendance. The University, School, Department or Program shall not require Graduate Student Employees' presence elsewhere during this time.

1. The University shall notify the Union of such orientations providing date, time and location as soon as practicable, but no later than twenty-one (21) calendar days in advance of each orientation.
2. The University will make a good faith effort to notify the Union no later than fourteen (14) working days before the start of each semester of Departments and Programs that do not hold an orientation for Graduate Student Employees. In those instances the University will provide the Union with the names of newly appointed Graduate Student Employees in those Departments and Programs.
3. The Union shall notify the University (or the relevant School, Department, or Program) of its intent to send representatives as soon as practicable, but no later than fourteen (14) working days in advance of each orientation.
4. If an orientation is scheduled without sufficient advance notice to comply with the above deadlines, the University shall notify the Union as soon as the orientation is scheduled, and the Union shall notify the University of its intent to send representatives as soon as practicable, but no later than twenty-four (24) hours in advance.

#### B. Good-Faith Rules

1. Official Business. Representatives of the Union shall be permitted to transact official business with appropriate representatives of the University at all reasonable times provided they follow regular University procedures.

2. Rooms, Facilities, and Equipment. Where rooms, facilities, or equipment, such as duplicating, computing and audiovisual, are available for meetings or use by other university unions, such rooms, facilities, or equipment are available to the Union in accordance with established University policies and procedures.
3. Bulletin Boards. The Union may post notices on existing bulletin board space, if the space is not reserved for specific purposes and in accordance with established University policies and procedures.
4. Tabling. The Union may, at its choosing, have an information table for a reasonable period of time both before and after a school-wide Graduate Student Employee orientation in a mutually convenient location and in accordance with established University policies and procedures.
5. It is understood that Graduate Student Employees may serve, from time to time, in roles or on committees related to and in support of Union business and the administration of this Agreement. The University will respect and not interfere with the reasonable amount of time such Graduate Student Employees need to spend on such activities, and such Graduate Student Employees will be responsible for managing their time to ensure that such activities do not interfere with fulfillment of their duties on a recurring basis as TAs, TFs, RAs, or Proctors.

C. Communication

1. The University shall, by the end of the first full week of each semester, make readily available on a University web page for graduate students a plain language summary of this Agreement written and prepared by the Union. The plain language summary shall note that it is the sole work of the Union and that this Agreement is the definitive agreement for all Graduate Student Employees.
2. The University shall make the full text of this Agreement available to members of the Union, the Brown community and the public on the University website alongside other University collective bargaining agreements.
3. By October 15 of each year, the Union shall provide a list of those Graduate Student Employees who shall represent the Unit in the adjustment of grievances, the processing of any disciplinary appeals, and in meetings with a Grievant or University representative, as well as



in attending to other matters relating to the administration of this Agreement. Such lists shall be periodically updated as needed.

D. Union Access

1. An authorized Representative of the Union shall have reasonable access to the workplace, including the right to meet with employees, during working hours, with notice to the University and designated building/facility representatives and in accordance with established safety procedures.

## Article IV

### Union Security and Checkoff

- A. Student/Employee Distinction. This Article shall only apply to the status of a Graduate Student Employee as an employee covered by this collective bargaining agreement. This Article will not affect a Graduate Student Employee's status as a student.
  
- B. Union Membership. The University and the Union agree that it shall be a condition of employment that all Graduate Student Employees shall maintain union membership or pay Fair Share Fees, as detailed in Section C below. The University and the Union shall cooperate in seeking understanding of this provision by:
  - 1. Notifying covered Graduate Student Employees at their time of hire of the existence of this agreement and their options, and
  - 2. Providing new hires with union membership and payroll deduction information and links to their electronic counterparts in their initial employment packet.
  - 3. The University and the Union will work together to ensure all Graduate Student Employees in the Bargaining Unit are in compliance with regard to maintaining union membership or paying Fair Share Fees. Upon notice of non-compliance from GLO, the University will reach out to remind the GSE of their obligation, as a condition of their appointment to a bargaining unit position, to pay either Union Dues or Fair Share Fees. The Union shall also communicate and/or meet with the GSE regarding their obligation. In the event that the GSE refuses to comply with their obligation, the Union may request that the GSE be removed from their bargaining unit position appointment. If the Union makes such a request, the University shall comply. Prior to any removal, the GSE 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 Union Dues or Fair Share Fees that have not been tendered. If the GSE fails to pay within that time period, and the Union so verifies, the University shall remove the GSE from employment, provided, however, that no such removal shall take effect during a semester in which the GSE is serving as a Teaching Assistant or Teaching Fellow. In such a case, removal will be at the conclusion of the semester.
  
- C. Fair Share Fees. Graduate Student Employees shall have the right to, in lieu of union membership, pay a Fair Share Fee (a service charge as a contribution toward the cost of administration of this Agreement and representation of Graduate Student Employees). The amount of such Fair Share Fee shall be determined by the Union in accordance with applicable law.

D. Authorization. A Graduate Student Employee who has joined the union may choose to have their union membership dues, or their Fair Share Fees, deducted from each paycheck during the periods they are performing services covered by this Agreement, as long as they have signed an authorization for such deductions in a form acceptable to the University and the Union. Authorization forms submitted to the University will be processed prospectively on the next feasible payroll and not retroactively. The Union shall be responsible for obtaining executed written authorizations from existing Graduate Student Employees and may obtain these authorizations electronically. The Union shall submit these written authorizations to the University.

E. Amounts

1. Each year, the Union shall establish and certify in writing to the University's designated representative, the amounts of dues and Fair Share fees applicable to bargaining unit members. This notification shall be provided no less than thirty (30) days before it becomes effective. The effective date of any change in amount shall coincide with the beginning of an academic semester.

2. The University will adjust prospectively the amount of dues and/or fees it deducts by the effective date of the change provided the notice complies with the 30 day period for receiving written notice from the union that these amounts have changed at the beginning of an academic semester.

F. Committee on Political Education (COPE) Contributions. The University agrees to deduct voluntary contributions made by Graduate Student Employees to the Union COPE and to remit said contributions to the Union in the same manner as union dues and Fair Share fees are remitted. Such contributions are strictly voluntary and can be in any amount as determined by the Graduate Student Employee. COPE deduction authorization forms shall be submitted to the University and will be processed prospectively on the next feasible payroll period as determined by the University and not retroactively.

G. Payroll Deduction. The Union shall receive payroll deductions for any dues, fees, and/or contributions from any Graduate Student Employee in the bargaining unit during a semester when the Graduate Student Employee is performing services covered by the unit and who has indicated in writing on the dues authorization form referred to in this Article that they wish such deductions to be made. Deductions shall be made prospectively only and no retroactive deductions shall be made.

1. Each payday, the University shall deduct from a Graduate Student Employee's compensation for covered services a sum of dues, or Fair Share fees, and/or COPE contributions due to the Union and authorized under federal labor law, provided the Graduate Student Employee has furnished the University with written authorization(s) executed in accordance with law.

2. Revocation. A Graduate Student Employee shall be free to revoke their membership dues authorization, Fair Share Fees authorization, and/or COPE contribution authorization at any time by notifying the University or University-designated office in writing.
  3. Notification. Materials voluntarily completed by a Graduate Student Employee shall be submitted simultaneously to the University and the Union, including dues authorization forms and revocations thereof.
  4. Remission of Dues. On or about the fifteenth (15<sup>th</sup>) day of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue during the period that the Graduate Student Employee is performing services covered by the Unit until instruction to cease payroll deductions during the period is given in writing by the Graduate Student Employee to the University or University-designated office.
  5. Redress for Missing or Incorrect Deductions. The Union or the Graduate Student Employee may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a Graduate Student Employee is processed incorrectly notwithstanding adequate notice, the Graduate Student Employee may authorize the University in writing to correct the error in the next pay period after being informed of the error by the Graduate Student Employee. The University shall not be liable to the Union or the Graduate Student Employee for any error. This shall not constitute a waiver of right of the Union to collect or recover the monies directly from the Graduate Student Employee.
- H. Indemnification. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by a Graduate Student Employee out of or by any reason or action taken or not taken by the University pursuant to this Article.

## Article V

### Management Rights

- A. All Brown University academic, student and management rights, functions and prerogatives (hereafter referred to as "Management Rights"), written or unwritten, which have not been explicitly modified or restricted by specific provisions of this Agreement, are retained and vested exclusively in Brown University and may be exercised by the University at its sole discretion.\* These management rights include, without limitation, the authority to:
1. exercise sole and exclusive authority on all decisions involving academic and student matters as noted in Article I, Recognition and Bargaining Unit Description;
  2. make appointments of Teaching Assistants, Teaching Assistants II and Teaching Fellows which, as noted in Article VI, Appointments and Assignments, are made in the sole discretion of the Graduate School on the basis of departmental recommendations;
  3. determine, establish, direct, effect and control, alter or discontinue the University's mission, objectives, priorities, organizational structure, programs, services, activities, facilities, locations, operations and resources;
  4. determine and implement the University's budgetary, financial and personnel decisions and procedures by which the University's programs, services and operations are conducted;
  5. establish, maintain, modify or enforce standards of performance, productivity, conduct, order, safety and other University policies, procedures, guidelines, rules and regulations and to require bargaining unit members to observe them;
  6. recruit, hire, appoint, assign, schedule, transfer, direct, train, supervise, evaluate, promote, tenure, retain, discipline, demote, suspend, and dismiss employees, within the limitations set forth in Article X Discipline and Discharge and Article XI Grievance Procedure;
  7. determine or modify the hiring criteria and work standards for and the number and qualifications of employees; to modify and eliminate positions; and to determine job qualifications and duties; and
  8. set student admissions standards and make decisions regarding student admission, matriculation, degree completion, and graduation standards;
  9. determine and modify tuition, fees, costs and charges for academic operations, benefits and University services;
  10. set the rank, level and category of appointment consistent with the terms defined by this Agreement;
  11. determine courses, curriculum, course content, and instructional methods;
  12. assess student work and grades and determinations as to students' academic progress;
  13. make determinations as to academic probation and dismissal;
  14. set the policies, procedures and regulations regarding intellectual integrity and

- intellectual property;
15. determine and modify benefits (provided that they are not terms and conditions of employment) offered and their costs to students;
  16. set the specifics of academic calendars and holidays; and
  17. select and periodically change the insurance carriers and arrangements, provided such changes do not have a material impact on the benefits, and associated costs, available to Graduate Student Employees.
- B. Brown University retains all rights and prerogatives granted by applicable law.
- C. Brown University shall continue to appoint, to involve and to recognize graduate students on departmental, program, school, college and university committees, bodies and task forces to provide insight, guidance, and determinations about University matters. Brown University shall continue to provide adjustments, accommodations and assistance to individual graduate students. These practices shall not be deemed to conflict with the Union bargaining relationship and the participation of students in this manner shall not be deemed to be collective bargaining negotiations or to modify, add to or change the Agreement.
- D. The exercise of Management Rights by Brown University shall be consistent with this Agreement. No action taken by Brown University with respect to a Management Right shall be subject to the Grievance and Arbitration procedures unless the exercise of such right directly violated an expressly written provision of this Agreement.
- E. The enumeration of Management Rights in this Article is not exhaustive and does not exclude other Management Rights not specified herein. Brown University, in not exercising any Management Right hereby reserved to it in this Article, or in exercising any such Management Right in a particular way, will not be deemed to have waived its right to exercise such Management Rights or preclude Brown University from exercising the Management Rights in some other manner.

\*See Pre-election Agreement Part II, Section 5 (B).

## Article VI

### Appointments and Assignments

#### Introduction

This Article sets forth parameters for appointments and assignments for Graduate Student Employees across the University's schools, departments and programs. The University, the Union and the Graduate Student Employees acknowledge the variety of appointments that are given to Graduate Student Employees and the need for flexibility in adapting assignments to individual program, faculty and Graduate Student Employee needs. Therefore, there is agreement that the University shall have reasonable latitude in the appointment terms and duties. The sole remedy that a Graduate Student Employee who is dissatisfied with the exercise of flexibility may seek, unless otherwise stated in this Article, is a discussion of such modifications from the general parameters and, to the extent feasible, the University will examine its action to determine if there are potential adjustments that are responsive to the issues raised by a Graduate Student Employee.

#### A. Written Letter of Appointment

Each appointment, reappointment, or assignment to a Graduate Student Employee position (TA, TA II, TF, RA or Proctor) shall be made by the University in writing and shall state the basic terms and conditions of the appointment, reappointment, or assignment, to the extent known at the time.

#### B. Minimum Length of Appointment.

Appointment or re-appointment to a Graduate Student Employee position shall be for a minimum term of one (1) semester. Nothing in this Article shall prevent or discourage the University from making appointments or re-appointments that exceed one (1) semester.

#### C. Definition of Assigned Positions

1. **Teaching Assistant.** A Teaching Assistant (TA) works under the direct supervision of a faculty member and does not bear primary responsibility for the design, preparation, instruction or grading of a course. The nature of the instructional services may vary depending on the teaching needs of the individual department. A TA generally provides academic support services to a faculty member which may include some classroom teaching, the presentation of occasional lectures, independently leading discussion sections, preparing and supervising labs, conducting tutorials, holding office hours, grading papers, problem sets, quizzes and examinations,

and/or coaching under the direction of a faculty member both inside and outside the classroom. Appointments are made by the Graduate School on the basis of departmental recommendations.

2. **Teaching Assistant II.** A Teaching Assistant II (TA II) bears primary responsibility for all or a substantial amount of the preparation, instruction and grading of a particular course. The nature of the role of a TA II may vary depending on the teaching needs of the individual department. A TA II generally is expected to engage in more preparation, exercise greater independence in the instruction and grading of components of a course, and carry out their duties with less direct supervision from a faculty member than a TA. Appointment as a TA II recognizes the potential differences in teaching assistant roles and responsibilities across courses and departments and allows for appropriately higher levels of stipends where greater levels of responsibility are required by the position. Appointments are made by the Graduate School on the basis of departmental recommendations.
3. **Teaching Fellow.** Teaching Fellows bear primary responsibility for the design, instruction and grading of a course and carry out those responsibilities independent of the direct supervision of a faculty member. A Teaching Fellow will typically be the only instructor an undergraduate student enrolled in a particular course interacts with in that course during a semester. Eligibility for appointment as a Teaching Fellow varies across departments and designations of instructor of record are subject to College Curriculum Council (CCC) policies. Appointments are made by the Graduate School on the basis of departmental recommendations.
4. **Research Assistant.** A research assistant (RA) works with faculty on the faculty member's academic and research projects, both at the University and in the field. RA research duties vary across departments and projects, are defined by the faculty member who serves as principal investigator, and are thus administered independently by each department and/or investigator. The University and the Union acknowledge that due to the nature of research and education in the sciences, the research being conducted by an RA on behalf of a principal investigator may also be, in whole or in part, in furtherance of the Graduate Student Employee's thesis. The amount of time spent on their dissertation research is an academic matter at the discretion of the graduate student in respectful and frequent consultation with their advisor. Appointments are made by the Graduate School on the basis of departmental recommendations.
5. **Proctors.** Graduate Student Employees assigned as Proctors serve in non-instructional positions with an academic department, degree program, or



through another research, academic, or administrative office. Proctors perform work (research, program development, projects, etc.) that is pre-defined and relevant to the appointing department or office's academic objectives. These positions are intended to foster the professional development and/or research interests of Graduate Student Employees. Under no circumstances are proctors to be used for general administrative work. Appointments are made by the Graduate School on the basis of departmental recommendations and programmatic need.

If a Graduate Student Employee in a University department or program believes they are misclassified under the definitions in this section, they may bring that concern directly to the Dean of the Graduate School or their designee. The Dean of the Graduate School or their designee will meet with the concerned Graduate Student Employees within seven (7) business days of being made aware of the concern and will endeavor to resolve the concerns in a timely manner. The University shall notify the Graduate Student Employee concerned in writing of any action(s) taken to resolve the matter.

Additionally, the University shall create a log of instances in which a Graduate Student Employee brings such a concern to the Dean of the Graduate School to include, at a minimum, the University department or program involved and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log with the Union to document the scope and nature of the concerns.

#### **D. Academic Authority of the University**

The University and the Union acknowledge that the University retains sole authority over academic and student matters, including the number of Graduate Student Employee positions (TA, TA II, TF, RA and Proctor), the appointment of individuals to these positions, the criteria for appointment to those positions, and matters pertaining to course assignment and reassignment, course schedules, content, supervision of courses, curricula, research assignments, and research programs.

#### **E. Timelines**

- 1. Appointments.** The University shall notify Graduate Student Employees in writing of their appointment as a TA, TA II, TF, RA or Proctor at least two (2) months before the start of the semester in which their appointment begins. In the case of appointment as a RA, the University will provide notice two (2) months before the start of the appointment; however, notice may be delayed due to notification of funding on the part of external funding agencies over which the University has no control. The University and the Union acknowledge that due to complexities of academic management across the large number of

schools, departments and programs in which Graduate Student Employees are appointed it is not realistic that all information about all appointments will be known two (2) months before the start of the semester in which the appointment begins. The University will endeavor in good faith to provide as much information as possible within these timelines and the Union acknowledges that due to the nature of academic appointments some flexibility and expectation of changing circumstances is to be expected.

2. **Assignment of Course as a TA or TA II.** The University and the Union acknowledge that due to Brown's open curriculum, undergraduate enrollment of courses, and the need for TA or TA II positions in those courses, may fluctuate from semester to semester. The University will endeavor in good faith to provide Graduate Student Employees with as much advance notice of their course assignment as possible while reserving the right to change assignments based on factors such as course cancellations, new course offerings, or course enrollments up until three (3) business days after the last day by which undergraduate students may add a course without paying a fee in each semester. When a Graduate Student Employee in a University department or program believes they have not received reasonable notice of their course assignment they may bring that concern directly to the Dean of the Graduate School or their designee. The Dean of the Graduate School or their designee will meet with the concerned Graduate Student Employees within seven (7) business days of being made aware of the concern and will endeavor to resolve the concerns in a timely manner. The University shall notify the Graduate Student Employee concerned in writing of any action(s) taken to resolve the matter. Additionally, the University shall create a log of instances in which a Graduate Student Employee brings such a concern to the Dean of the Graduate School to include, at a minimum, the University department or program involved and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log with the Union to document the scope and nature of the concerns.

Subject to this general condition, the University shall make a good faith effort to notify Graduate Student Employees appointed as a TA or TA II of their course assignment:

- (1) By August 1 for the Fall Semester.
- (2) By January 1 for the Spring Semester.
- (3) By June 1 for Summer Session.

3. Nothing in this Article shall preclude the University from offering newly available employment opportunities after the deadlines in Article VI.E.

## F. Letters of Appointment.

1. **Letter of Appointment.** The letter of appointment shall include, subject to the qualifications and flexibility around timelines described above, the following information:
  - a) Appointment title;
  - b) Effective starting and, if known, the end dates of the appointment;
  - c) Employment unit (e.g., department, institute, center, etc.);
  - d) Amount of stipend/funding attributable to instructional or research services for the term of the appointment;
  - e) A description of the general duties that the Graduate Student Employee will be required to perform to the extent known at the time of the issuance of the Letter of Appointment;
  - f) Instructions on where to find information regarding benefits of graduate student status not detailed in this Agreement or readily available on University web pages for graduate students.
  - g) Assigned hours where known and relevant to the appointment;
  - h) Inclusion in the bargaining unit for the period of the appointment; and
  - i) Contact information for questions regarding appointments, working conditions, and benefits.
  
2. **Assignment of Course as TA or TA II.** The University shall provide, subject to the qualifications and flexibility around timelines described above, a Graduate Student Employee assigned to a Course as a TA or TA II with applicable documentation detailing examples of the specific duties of the assigned course for that semester, including but not limited to:
  - (a) The assigned course title and description;
  - (b) Supervisor's name and contact information;
  - (c) The course meeting times and location(s);
  - (d) The maximum number of students that is set by the University for the class, section, or lab where such a maximum exists; and
  - (e) Specific requirements of the course, including but not limited to, any required or standard syllabus, textbook, or other instructional materials (with the acknowledgement that such information may not be known in part or whole until shortly before the semester begins, and the primary source of such information will be discussion and course planning between the TA or TA II and the faculty member serving as instructor of record for the course).

Graduate Student Employees 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 nor mandate granting such a request.

## G. Access to Facilities and Services

1. **Workplace.** To carry out assigned duties as determined by the University, the University shall provide Graduate Student Employees, at no cost to the Graduate Student Employee, reasonable access to University services, materials, and facilities necessary to carry out such duties, including but not limited to: space to prepare for class (individual or shared), after-hours and weekend building access, library privileges, studio space, storage space, campus mail, office supplies, office equipment, basic software and hardware, basic lab equipment, grading software, and audio/visual presentation equipment. In the performance of their duties, Graduate Student Employees will have access to University private space to advise students when necessary and available, including but not limited to designated space for graduate student use in University libraries. A private space is defined as a private (not shared with another GSE performing the same duties contemporaneously) space for the GSE to perform their duties.

University space is compliant with applicable laws and regulations, including the Americans with Disabilities Act. Graduate Student Employees with concerns regarding workspace should bring those concerns to the attention of, depending on the nature of the concern, their supervisor, Director of Graduate Studies, Department Chair, and/or University office responsible for handling the concern.

2. Graduate Student Employees shall have access in the Department to computers with Internet access, printers, photocopying, and tech support in order to prepare for classes, serve students, and otherwise fulfill the obligations of their employment.
3. Graduate Student Employees shall be provided with mailboxes in each Department to receive student papers, employee announcements, and professional mail.
4. Graduate Student Employees shall be provided with any required textbooks, equipment, and/or software necessary to the successful completion of their work assignments.
  - a. In the case of textbooks, Graduate Student Employees shall receive instructor copies upon request, rather than student copies, if they exist.
  - b. In the case of software, it shall be made available for installation on their laptops in order to facilitate work off-campus, if faculty members are able to use the software off-campus.

5. Departments shall provide syllabi to TAs and TA IIs if they exist.
6. Graduate Student Employees shall be offered non-mandatory training on how to use required technology, including software, for the courses which they have been appointed to teach and for their research. Departments which offer internal training programs in teaching or research (that is, not through the Sheridan Center or other University-level resources) must provide written documentation of the schedule and attendance requirement in order to complete such programs, as well as written certification of completion, if applicable and available.
7. When a Graduate Student Employee in a University department or program believes they have not received reasonable facilities and services under this provision, they may bring that concern directly to the Dean of the Graduate School or their designee. The Dean of the Graduate School or their designee will meet with the concerned Graduate Student Employees within seven (7) business days of being made aware of the concern and will endeavor to resolve the concerns in a timely manner. The University shall notify the Graduate Student Employee concerned in writing of any action(s) taken to resolve the matter. Additionally, the University shall create a log of instances in which a Graduate Student Employee brings such a concern to the Dean of the Graduate School to include, at a minimum, the University department or program involved and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log with the Union to document the scope and nature of the concerns.

#### **H. Elimination of Teaching or Research Appointments**

In the event of the elimination or partial elimination of departments or programs which have the effect of eliminating teaching or research appointments of a Graduate Student Employee, the GSE shall be notified as soon as practical and shall receive consideration for suitable appointments for which the GSE is qualified in departments or programs of a cognate field, and for Proctor appointments, for the duration of the assignment that has been eliminated. Graduate student employees will continue to receive their full stipend and retain their full eligibility for healthcare and other benefits during any change of appointment.

#### **I. Workload**

- A. The University and the Union acknowledge that the specific hours worked each week will fluctuate for Graduate Student Employees due to the nature of their work. The University and the Union also acknowledge that the work of a Research Assistant may overlap with the academic work of the student in the degree program.

- B. No Graduate Student Employee shall be compelled or pressured to work more than an average of (20) hours per week as part of their assigned position, except in the case of an RA whose work is also their thesis work, which is determined in consultation with the graduate student employee.
  
- C. A Graduate Student Employee who believes their assigned workload cannot reasonably be completed within the time limits specified in Article VI, Workload, Section B may bring such concerns to their Supervisor and/or Department Chair for discussion and appropriate action. If a Graduate Student Employee in a University department or program believes their concerns regarding workload have not been resolved, they may bring that concern directly to the Dean of the Graduate School or their designee. The Dean of the Graduate School or their designee will meet with the concerned Graduate Student Employees within seven (7) business days of being made aware of the concern and will endeavor to resolve the concerns in a timely manner. The University shall notify the Graduate Student Employee concerned in writing of any action(s) taken to resolve the matter. Additionally, the University shall create a log of instances in which a Graduate Student Employee brings such a concern to the Dean of the Graduate School to include, at a minimum, the University department or program involved and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log with the Union to document the scope and nature of the concerns.
  
- D. The University acknowledges as a general principle that obligations of assigned positions should be met primarily during standard business hours (8:30 am to 5:00 pm, weekdays). The Union acknowledges as a general principle that the nature of the work performed by Graduate Student Employees involves obligations outside of those hours, such as classes or other academic activities scheduled in the evening, and laboratory responsibilities, such as ongoing experiments, that must be attended to at night and on weekends. The parties acknowledge as a general principle that events, programs and expectations that are a condition of employment outside of those hours may unfairly disadvantage some Graduate Student Employees. As is the case with faculty, departments are expected to follow best practices regarding family friendly scheduling. This does not mean that all events outside of standard business hours should be prohibited. Rather, it means that those engaged in programming should be conscious of the exclusions created by afterhours events and should take proactive steps to accommodate Graduate Student Employees who may have difficulty attending events on evenings and/or on weekends. Departments and programs are expected to refrain from regularly scheduling events or meetings that are a condition of employment outside of standard business hours, and where Graduate Student Employees experience such regular scheduling they may bring those concerns to the Dean of the Graduate School.

## **J. Professional Feedback**

- A. Supervisors shall provide regular feedback to Graduate Student Employees on the work they perform, including advice, guidance, and support on how to improve their performance. Flexibility in such feedback is encouraged, so as to address the broad nature of work performed by Graduate Student Employees and their individual needs.
  
- B. Notwithstanding the flexibility encouraged in Article VI, the following minimum standards shall be met by the Graduate Student Employee's Supervisor.
  - 1. Early Intervention. In the event that a Supervisor has reasonable concerns about a Graduate Student Employee's performance, they shall meet with the Graduate Student Employee as soon as practicable to discuss such concerns and provide the necessary guidance and support for the Graduate Student Employee to improve.
  
  - 2. Written Feedback. Supervisors shall undertake their best effort to provide written feedback to each Graduate Student Employee they supervise at least once per semester (which may include at the conclusion of the semester). Departments are encouraged to adopt their own forms or procedures for determining the parameters of such written feedback. Copies of written feedback shall be maintained by the Department and Supervisor.
  
  - 3. The written feedback will include an emphasis on the development of skills, and/or practices, and/or techniques, as appropriate, and shall also identify areas for growth and improvement.
  
  - 4. The Graduate Student Employee may request and receive an in-person meeting to obtain feedback and/or discuss the written feedback provided by the Supervisor.
  
- C. A Graduate Student Employee may also request and receive an annual review of their performance if performance feedback previously provided by the Supervisor does not address the Graduate Student Employee's performance over the year in which work was performed.
  
- D. The provision of professional feedback is not a prerequisite to the University exercising its rights to evaluate the specific assignment or continuing appointment of a Graduate Student Employee.

## **K. Class Size**

- A. Class Size. Recognizing that the size of classes has an impact on the workload of the Employee, the University and the Union agree that:
1. Each department employing TAs, TA IIs, or TFs will establish a class and/or section size policy for classes to which TAs, TA IIs, and TFs are assigned that is consistent with the class size limit placed on the course for purposes of student registration. This class size policy will include, but need not be limited to, the maximum number of students in each section (recognizing the potential for reduction within sections with regard to programmatic need). The class size policy will be provided in writing to any Graduate Student Employee upon request.
  2. The department will have available, in writing, the method(s) for handling override authorization forms and person(s) who are authorized signers. In the event the Department seeks to override class size limits, it will only do so after consultation with the TA or TA II and make every effort to keep any increase to a minimum for a specific course section or class. No TAs or TA IIs shall be required to accept enrollees in excess of the maximum class or section size.
  3. The determining factor governing class size and the number of students for which a GSE should hold teaching and/or grading responsibility must be compliant with the 20-hour average outlined in 'Workload', Section B.



## **Article VII**

### **Leaves of Absence and Time Off**

#### **Scope:**

All Graduate Student Employee leaves of absence and time off, including, but not limited to, medical leave, short-term medical accommodation, family leave, parental relief, professional development leave, and personal leave, as well as time off for sick time, jury service, bereavement, special time-off, and holidays, will be governed by Article VII and the Graduate School's policies of leaves of absence. If there is any inconsistency, ambiguity or conflict between Article VII and the Graduate School's policies, Brown agrees to meet with GLO to review the issue. Graduate Student Employees considering any leave or time off are encouraged to review, depending on their circumstances, whether accommodations are suitable through the appropriate University office.

#### **Section A. Medical Leave**

- A. A Graduate Student Employee shall be eligible to apply for medical leave of absence for up to two (2) semesters and a summer in a consecutive twelve (12) month period beginning the first day of the initial employment period when the GSE is unable to meet employment obligations because of personal illness, injury, medical procedure, or other disabling medical condition.
- B. Students requesting a medical leave of absence initiate the process with the Graduate School. (No confidential or protected health information need be shared by the student except with the student support staff in the Graduate School and health care providers.) Paperwork required for a medical leave must be approved by the student's department and the Graduate School.
- C. International Students. A student approved for a medical leave of absence, who intends to seek treatment in the U.S. (doctor's note required) during the approved period of leave, may be approved to remain in the United States. Students seeking to remain in the U.S. while on medical leave are required to request this with OISSS.
- D. During medical leave, the Graduate Student Employee shall retain many of their privileges and benefits stipulated in Article VIII and Graduate School's policies. The privileges and benefits include, but are not limited to, healthcare insurance and University email account. Access to recreational facilities and buildings must be requested and will be reviewed on a case-by-case basis.
- E. Return from leave. Return from medical leave is contingent upon the submission of documentation from a healthcare professional confirming that the Graduate Student

Employee is able to engage in required duties. Readmission from a medical leave must be approved by the Graduate School and University Health Services and/or Counseling and Psychological Services.

- F. Graduate students are eligible to apply for a one-time grant of \$1,200 at the start of the medical leave.

### **Section B. Paid Short-Term Medical Accommodation**

A Graduate Student Employee shall be eligible for a paid short-term medical accommodation for up to four weeks beginning the first day of the employment period when unable to meet employment obligations because of personal illness, injury, medical procedure, or other disabling medical condition.

For the duration of the paid short-term medical accommodation, the Graduate Student Employee shall retain stipend, healthcare insurance, and other benefits stipulated in Article VIII.

### **Section C. Sick Time**

The University recognizes that Graduate Student Employees may need time off work due to bona-fide illness or non-work related injury. A Graduate Student Employee shall be eligible to use five (5) working days as sick days when unable to meet employment obligations because of personal illness, injury, medical appointment, medical procedure, or other disabling medical condition, or because of the illness, injury, medical appointment, medical procedure, or other disabling medical condition of a family member. Graduate Student Employees are expected to schedule doctor's appointments in such a way as to minimize time away from work. When this is not possible, sick time may be taken.

### **Section D. Family Leave**

A GSE at Brown University may apply to take an unpaid family leave of absence for the birth or adoption of a child, for childcare, or for care of a family member with a serious health condition. Family members include parent, legal guardian, aunt, uncle, step-parent, child, step-child, child-in-law, ward, spouse, domestic partner, grandchild, grandparent, grandparent-in-law, parent-in-law, sibling, or sibling-in-law. These relations are inclusive of spouse and domestic partner.

Students may take a family leave of absence for one or two semesters. The student is expected to notify the DGS and the Graduate School in writing of plans to take a family leave at the earliest possible date, so that appropriate arrangements can be made to cover any teaching/research responsibilities.

Should an initial family leave have been approved and utilized, requests for extension of family leave beyond one year, or for repeated family leaves, may be made. Approval of extensions, deferral of funding and continued academic accommodation is at the discretion of the deans of the Graduate School, in collaboration with departments and programs.

Students who take an approved leave of absence and who have been previously insured under the Student Health Insurance Plan for the enrollment period immediately prior to taking the unpaid family leave are eligible to enroll in the Student Health Plan for a maximum of one (1) year. Students are responsible for the payment of the premium.

### **Section E. Parental Relief**

The parental relief policy is designed to partially ameliorate the academic and professional demands on GSE parents of newly born or adopted children. Recognizing the demands of being the primary caregiver for a newborn infant or adopted child, the parental relief policy provides stipended GSEs with an additional semester, or a summer, of stipended support. The relief provides a stipend for the duration of the semester or summer, otherwise covered by stipend support, regardless of funding source. The stipend is at the standard rate set annually by the Graduate School. Parental relief “stops the clock” on the student’s academic requirements, including service requirements, for the duration of one semester or summer.

Eligible GSEs may take this relief during the semester or summer in which birth or adoption occurs, or in the immediately following semester.

- Students on parental relief maintain full-time student status. Insurance coverage, eligibility for deferment of student loan repayment, and visa status for international students are thus maintained during the relief period.
- In instances in which co-parents are both GSEs at Brown, the Graduate School will allow both parents to utilize the parental relief accommodation.

Eligibility: GSEs in good or satisfactory academic standing who are supported by a stipend are eligible for parental relief for the care of a newly born infant or adopted child under 16 years of age. Doctoral students beyond year 6 are not eligible for parental relief. GSEs may request parental relief up to two times during their tenure as a student at Brown.

Length of Parental Relief: The relief provides a stipend for one semester or a summer. In addition to the semester/summer-long parental relief period, expectant parents shall be eligible for Family Leave of Absence.

The Graduate School provides support at the rate of the standard base stipend for the duration of the relief period. Any healthcare benefit, including but not limited to health insurance, health service fee coverage, and dental insurance for the student is maintained. Students receiving funding from external sources, such as government grants, may, subject to the conditions established by the funding source, elect to be fully supported by the Graduate School for the term of the parental relief instead of by the external funding source. Concurrent stipends from an external source and the Graduate School are not allowed.

Request Procedure: GSEs who anticipate the birth or adoption of a child are encouraged to meet early with any Associate Dean in the Graduate School to address questions about the parental relief policy. Students should submit the Parental Relief Request form (found in UFunds) to the Graduate School. The student is encouraged to communicate with the advisor(s) and director of graduate study (DGS) as early as possible prior to the anticipated start of the parental relief term in order to allow programs to rearrange teaching duties and research directors to work out schedules as appropriate.

Supporting Documents: Students approved for Parental Relief are required to submit supporting documents of the adoption or childbirth event 15 days before or after the event.

## **Section F. Holidays**

- A. An employee shall not be required to perform assigned duties when the University is closed for a national or state holiday or a declared emergency unless the special conditions of the appointment require the employee to perform duties at these times. These days shall not count towards permitted days of leave or vacation pursuant to Article VII.
- B. A Graduate Student Employee shall not be required to perform assigned duties during religious holidays in addition to those stipulated by the US laws.

## **Section G. Special Time-Off**

- A. Taking examinations for professional licensing related to the degree or qualifying examinations required by the University. These days shall not count towards permitted days off or vacation pursuant to Article VII.
- B. Approved traveling to conferences or other events for professional development. These days shall not count towards permitted days off or vacation pursuant to Article VII.

## **Section H. Jury or Witness Service**

- A. A Graduate Student Employee may take time off to serve on jury duty. Subpoenas or other documentation regarding the jury duty must be presented to graduate student employee's supervisors as soon as received. A Graduate Student Employee serving jury duty will receive regular pay and benefits for the duration of the services. It is expected that a Graduate Student Employee will come to work when jury duty does not last an entire work day. Graduate Student Employees keep any pay received from jury duty in addition to receiving their regular pay from Brown.

## **Section I. Bereavement Leave**

- A. Graduate Student Employees are permitted to take up to three (3) working days off with pay upon the death of a family member. In circumstances of logistical difficulty where international travel to attend a funeral or memorial service is required, a graduate student is permitted to take up to five (5) working days off.
- B. Graduate Student Employees are permitted to take up to one (1) working day off with pay upon the death of a person who is not a family member.
- C. A Graduate Student Employee experiencing bereavement upon conclusion of a pregnancy, in cases other than live birth, shall be granted five (5) working days of paid bereavement time off.

## **Section J. Replacement Coverage**

- A. In the event a Graduate Student Employee is unable to fulfill employment duties, services or obligations for reasons covered under this article, the Graduate Student Employee will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the University. In no case will the Graduate Student Employee be required to pay for coverage of their duties in their absence. It is the responsibility of the University to find a temporary replacement.

## **Section K. Professional Development Leave**

- A. A Graduate Student Employee may take a one to two semester leave for an approved educational or professional development opportunity that advances the graduate student employee's pedagogic goals. Examples of reasons for a professional leave include full-time professional internships, or short-term teaching or research appointments at another institution. Applications for a professional leave must be completed with the student's department, and with the Graduate School and should be made at least four weeks before the start of

the semester in which the student would like to take the leave.

#### **Section L. Grievance**

If a request for leave or return is denied for reasons unrelated to academic matters or considerations indicated in the scope of Article VII, a Graduate Student Employee who disagrees with the denial may seek redress through the Grievance Procedure provided in Article XI of this Agreement

#### **Section M. Return to Program**

- A. Following completion of a leave, programs and the Graduate School will work with and support graduate student employee to help ensure continued academic progress and support. No GSE who takes leave in good academic standing shall have this status rescinded upon their return.
- B. No stipend, benefits, or university privileges, including but are not limited to, stipend, healthcare insurance, university email account, and access to recreational facilities and building access, shall be rescinded upon the GSE's return from leave of absence.

#### **Section N. Other Leave**

- A. Should a Graduate Student Employee wish to take extended time off for a reason not described in Article VII they should notify their advisor, PI or relevant faculty supervisor to make departmental arrangements and the Graduate School to review any potential impact to enrollment status.

**Article VIII**

**Stipend, Health Care and Other Benefits**

**I. Stipend and Cost of Health Care Assistance Payment**

**Bargaining Unit Positions (TA, TA II, TF, RA & Proctor):**

	<b>12 Month Base Stipend</b>	<b>Base Stipend Increase</b>	<b>Cost of Health Care Assistance Payment</b>
<i>FY23</i>	<i>\$42,412</i>	-	<i>\$600</i>
<b>FY24</b>	<b>\$45,699</b>	<b>7.75%</b>	<b>\$1050</b>
<b>FY25</b>	<b>\$49,012</b>	<b>7.25%</b>	<b>\$1150</b>
<b>FY26</b>	<b>\$52,198</b>	<b>6.50%</b>	<b>\$1250</b>

- All PhD and MFA students eligible to be included in the bargaining unit will receive a Cost of Health Care Assistance Payment in the amount specified in the table above – paid in quarterly installments - to assist with health related or other expenses. All such eligible students will receive the payment regardless of whether they are serving in a bargaining unit position at the time each portion of the payment is made.
- The base stipend increase will take effect on July 1 of each fiscal year (*e.g.*, July 1, 2023 for FY24).
- All Graduate Student Employees serving in Bargaining Unit Positions as of the effective date of this Agreement shall receive a one-time payment equivalent to the differential in earnings dating from 7/1/23 to the start date of the first pay period following the effective date of the agreement when the FY24 base stipend rate can be put into effect. This one-time payment shall be comprised of: (1) the prorated difference between the monthly base stipend amount which was paid at the agreed upon placeholder rate of \$3649.20 and the FY24 monthly base stipend amount of \$3808.25; and (2) one quarterly installment of the Cost of Health Care Assistance Payment (\$262.50).
- Graduate Student Employees who finished their academic degree program after July 1, 2023 and prior to the effective date of the agreement shall receive a one-time payment equivalent to the differential in earnings dating from 7/1/23 to the date of the end of their degree program. This one-time payment

shall be comprised of: (1) the prorated difference between the monthly base stipend amount which was paid at the agreed upon placeholder rate of \$3649.20 and the FY24 monthly base stipend amount of \$3808.25; and (2) one quarterly installment of the Cost of Health Care Assistance Payment (\$262.50).

- Nothing in Article VIII or this Agreement will bar a department, program or a University division from enhancing the stipend of an individual TA, RA or Proctor and that such enhancements are not subject to the grievance or arbitration process.

**II. Top-up Rate per Semester for Teaching Assistant II and Teaching Fellow Positions**

<b>FY</b>	<b>Teaching Assistant II</b>	<b>Teaching Fellow</b>	<b>Increase</b>
<i>FY23</i>	<i>\$750</i>	<i>\$1,000</i>	<i>N/A</i>
<b>FY24</b>	<b>\$808</b>	<b>\$1,078</b>	<b>7.75%</b>
<b>FY25</b>	<b>\$867</b>	<b>\$1,156</b>	<b>7.25%</b>
<b>FY26</b>	<b>\$923</b>	<b>\$1,231</b>	<b>6.50%</b>

**III. Health Care and Other Benefits**

- All PhD and MFA graduate students are eligible to receive a 100% subsidy for the cost of health insurance and dental insurance premium for a child dependent(s). For the purpose of this benefit, dependents are defined as biological and nonbiological children up to the age of 26 who are under the full- time care or legal guardianship of the eligible graduate employee. A ward, who is the younger sibling of a legal guardian, is defined as a dependent of the legal guardian.
- PhD and MFA graduate students with a dependent partner/spouse who is on F2, J2, and M2 immigration status are eligible to receive a 100% subsidy for the cost of health insurance and dental insurance premium for their dependent partner/spouse.
- All other PhD and MFA graduate students are eligible to receive a 75% subsidy for the cost of health insurance and dental insurance premium for a dependent partner/spouse.
- All PhD and MFA graduate students are eligible to receive a 100% subsidy for the cost of vision insurance.



- All Graduate Student Employees shall be eligible to receive short-term treatment from the University's Counseling and Psychiatric Services (CAPS). As part of an effort to expand Mental Health services, Brown is currently looking to resume offering CAPS meetings in Horace Mann.
- The University shall seek to maintain consistency of health care and other benefits over the term of the Agreement, however the parties recognize that health insurance plans in particular are subject to annual renewal with external insurance carriers and health insurance rates and premiums are subject to review and approval by the State of Rhode Island Office of the Health Insurance Commissioner, and therefore not fully within the control of the University. The University shall inform and consult with the Union in advance of any changes which have a material impact on the benefits, and associated costs (including health insurance plan co-pays), available to Graduate Student Employees. Material changes shall be subject to negotiation in advance of changes between the parties.

#### **IV. Investments in Childcare**

- All PhD and MFA graduate students are eligible to receive a Child Care Subsidy of up to \$6,000 per child (up to three children).
- The University will extend the Child Care Subsidy benefit for children of PhD and MFA graduate students up to the age of 13. Graduate students with children between the ages of 6-13 will be eligible for a subsidy in the amount of 50% (\$3,000).
- The University will waive the household adjusted gross income eligibility criteria when both parents are Brown University PhD or MFA students.
- The number of eligible back-up child care days will be increased by five (5) days effective upon ratification of the agreement for graduate student employees when serving in bargaining unit positions (incremental to the five (5) days per year all graduate student employees currently are eligible for to a total of ten (10) days for graduate student employees when serving in bargaining unit positions).

## Article IX

### Equal Employment Opportunity and Non-Discrimination

#### IX.1 Statement of Values

Unlawful discrimination or harassment has no place at the University and offends the University's core values, which include a commitment to equal opportunity, diversity and inclusion. The University and the Union hereby affirm a mutual commitment to affirmative action and community that is truly integrated, diverse and inclusive and agree that there shall be no discrimination or harassment based on federal and state law, University policy and factors defined below in the application of this Agreement.

#### IX.2 Statements of Policy

Brown University policy statements on discrimination and harassment reflect Brown's commitment to creating and maintaining educational, working and living environments that are free of any unlawful discrimination. The University recognizes its legal obligations to pursue that same goal, including with regard to this Agreement when the act or activity pertains to or is directly related to the Graduate Student Employee's specific status or function as a TA, TA II, TF, RA, or Proctor, under applicable Federal and State statutes, which include Title IX of the Education Amendments of 1972, Title VI and Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Rehabilitation Act of 1973.

The University and the Union agree not to discriminate or permit harassment on the basis of an Impermissible Factor including race, color, caste<sup>1</sup>, religion, age, national or ethnic origin, disability, status as a veteran, sexual orientation, gender identity, gender expression or sex or any other characteristic protected under applicable federal or state law or University policy. In the spirit of a mutual commitment to a truly integrated, diverse and inclusive community, the University and the Union further agree not to discriminate or permit harassment based on Union membership or Union activity, participation in a grievance or complaint process (formal or informal) provided under this Agreement, marital, parental or pregnancy status; citizenship status; appearance, including height or weight when height or weight are related to existing protected categories such as gender or disability; genetic information; health or health history.

More generally, in keeping with University policy, instances of harassment, bullying behavior, or retaliation of any kind are prohibited. This kind of behavior includes but is not limited to power-based harassment, which is abusive or intimidating behavior by

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<sup>1</sup> Caste is a system of rigid social stratification characterized by hereditary status and social barriers sanctioned by custom, law or religion. It originated in South Asia, and caste-based discrimination and harassment can persist in some environments among groups of South Asian descent.

individuals who hold supervisory authority over students or employees, when such conduct interferes with or limits an employee's ability to perform their job or denies or limits a student's ability to participate in or benefit from the University's programs and thus creates a hostile work or learning environment.

### IX.3 Non-Retaliation Policy

University policy prohibits taking any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. The University will not tolerate any form of retaliation against a Graduate Student Employee for making a good faith report of potential university-related legal or policy violations, including but not limited to allegations of discrimination and/or harassment. No Graduate Student Employee shall be adversely affected by the University because they refused to carry out or endorse a directive which constitutes fraud, poses a danger to health or safety, or is a violation of local, state, federal or other applicable laws and regulations. Any attempted or actual retaliatory action covered under this Policy will be subject to disciplinary action, up to and including termination. The University will investigate any complaint of alleged retaliation.

### IX.4 Graduate Student Employee Responsibilities

The Union acknowledges that Graduate Student Employees covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article. Graduate Student Employees acting in a teaching or supervisory capacity, including laboratory supervisors, are subject to the same reporting requirements for their students or those they supervise as other teachers and supervisors, and the University shall provide training regarding these requirements. Graduate Student Employees are held to the same standards prohibiting discriminatory treatment as other teachers and supervisors with regard to their treatment of the students and others they teach or supervise.

### IX.5 Definitions of Discrimination and Harassment

The University has established policies which define and prohibit discrimination and harassment and which apply to all Graduate Student Employees. These relevant policies include the "Sexual and Gender-Based Misconduct Policy" and the "Nondiscrimination and Anti-Harassment Policy" and the "Americans with Disabilities Act." Definitions of discrimination and harassment specific to this Agreement, and consistent with those University policies, follow below and are included here for informational reference. The Union and the University acknowledge that as an employer the University is subject to compliance with federal, state and local law, including regulations, guidance, court decisions, and other external factors (collectively "the law") which may change from time to time and are beyond the control of the University and outside the terms of this Agreement. If there is a conflict between this Agreement and University policy, this

Agreement shall be controlling, provided that this Agreement does not limit or interfere with the University's compliance with the law.

During the life of this Agreement, should the Office for Civil Rights of the United States Department of Education issue new formal rules under its Title IX authority that require the University to modify its current Title IX policies and procedures, the University shall notify the union at the earliest possible opportunity of its intent to modify its current Title IX policies. The University shall also notify the Union at least 14 days in advance of the finalizing any such changes, and provide an opportunity at least 7 days in advance for the Union to meet and discuss in good faith the proposed changes.

Unlawful discrimination is defined by federal and/or state statute to include unfavorable or unfair treatment of a person or class of persons because of an Impermissible Factor: race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, and gender expression.

Unlawful harassment is harassment that refers to or is based upon the protected status of the person or persons being harassed, as defined by relevant federal and/or state statutes or University policies. Unlawful harassment in the work and educational environment is created if conduct of another person is sufficiently severe or pervasive such that it interferes with an employee's ability to perform their job or denies or limits a student's ability to participate in or benefit from the University's programs and thus creates a hostile work or learning environment.

In evaluating whether a hostile environment exists, the totality of known circumstances shall be considered, including, but not limited to:

- a. The frequency, nature, and severity of the conduct;
- b. Whether the conduct was physically threatening;
- c. The effect of the conduct on the grievant's mental or emotional state;
- d. Whether the conduct was directed at more than one person;
- e. Whether the conduct arose in the context of other discriminatory conduct;
- f. Whether the conduct unreasonably interfered with the grievant's educational or work performance and/or University programs or activities; and
- g. Whether the conduct implicates concerns related to academic freedom or protected speech.

Sexual Harassment is any unwelcome sexual advance, request for sexual favors, or other unwanted conduct of a sexual nature, whether verbal, non-verbal, graphic, physical, electronic, or otherwise, when one or more of the following conditions are present:

(i.) Submission to or rejection of such conduct is either an explicit or implicit term or condition of, or is used as the basis for decisions affecting an individual's employment or advancement in employment, evaluation of academic work or advancement in an academic program, or basis for participation in any aspect of a Brown University program or activity (quid pro quo); and/or

(ii.) Such conduct has the purpose or effect of unreasonably interfering with an individual's learning, working, or living environment; in other words, it is sufficiently severe, pervasive, or persistent as to create an intimidating, hostile, or offensive learning, working, or living environment under both an objective and subjective standard (hostile environment).

Gender-Based Harassment includes harassment based on sex or gender, sexual orientation, gender identity, or gender expression, which may include acts of intimidation or hostility, whether verbal or non-verbal, graphic, physical, or otherwise, even if the acts do not involve conduct of a sexual nature.

Gender identity or expression means a gender-related identity, appearance, expression of behavior of an individual, whether actual or perceived, and regardless of the individual's assigned sex at birth.

#### IX.6 Applicability of This Article

Discrimination and/or Harassment directed against any person(s) covered by this Agreement shall be strictly prohibited (Prohibited Conduct). For the purposes of this Agreement this Article pertains to acts of Prohibited Conduct committed against Graduate Student Employees when the act or activity pertains to or is directly related to the Graduate Student Employee's specific status or function as a TA, TA II, TF, RA, or Proctor and when:

(i.) The conduct occurs on Brown University premises; and/or

(ii.) The conduct occurs in the context of a Brown University employment, education, or research program or activity, including but not limited to Brown University-sponsored study abroad, research, internship, mentorship, summer session, or other affiliated programs or premises, or fieldwork activities; and/or

(iii.) The conduct occurs outside the context of a Brown University employment, education, or research program or activity, but (i) has continuing adverse effects on Brown University premises or in any Brown University employment, education, or research program or activity or (ii) occurs in close proximity to Brown University premises and is connected to hostile conduct on Brown University premises.

## IX.7 Processes for Complaints of Discrimination and Harassment

- A. Graduate student employees may seek to resolve complaints of alleged discrimination or harassment in the workplace by the University (as opposed to discrimination or harassment alleged against an individual or individuals who are not party to this Agreement), including complaints regarding Remedial and Protective Measures taken or made available to Graduate Student Employees by the University, under the grievance procedure in accordance with Article XI, Grievance Procedure of this Agreement. Complainants may also proceed with the procedures of the University Office that handles such discrimination or harassment claims, regardless of whether they choose to pursue resolution through the grievance procedure in this agreement. GLO will encourage graduate student employees to file complaints of alleged discrimination or harassment by an individual or individuals who are not party to this Agreement with the relevant Brown office.

Graduate Student Employees may consult with and be accompanied by an advisor of their choice, including a Union representative at any and all steps, preliminary or otherwise, of the formal complaint procedures regarding any complaints of the types discussed in this Article.

- B. Regarding allegations of discrimination and harassment against an individual or individuals who are not party to this Agreement, if the Union determines that the findings of the University office that handles such discrimination or harassment claims, or actions of this office, constitute a violation of this Agreement, the Union may take the matter to mediation by serving notice in accordance with Article XI – Grievance Procedures. The University shall be responsible for covering the full cost of mediation for a period of two (2) days, after which the University and the Union will split the costs evenly.
- C. With regard to complaints of alleged discrimination or harassment in the workplace by the University (as opposed to discrimination or harassment alleged against an individual or individuals who are not party to this Agreement), including complaints regarding Remedial and Protective Measures taken or made available to Graduate Student Employees by the University, a Graduate Student Employee who alleges a violation of this Article may file a grievance at Step Two.

Any such Step Two grievance will be processed in accordance with Article XI, the Grievance Procedure of this Agreement.

If the grievance is not resolved at Step Two, the Union may pursue arbitration. The arbitrator will be selected from a panel of arbitrators that have been previously agreed upon by both parties. The parties shall identify arbitrators with experience in discrimination and harassment cases. If they cannot, the parties can request a

list from the American Arbitration Association and the arbitration shall proceed under the Voluntary Labor Arbitration Rules of the AAA.

The arbitrator shall decide whether or not this Article has been violated and what remedy, if any, is due to the Graduate Student Employee. The arbitrator shall not have the ability to impose any discipline, sanctions or other penalty upon any individual.

Except as set forth in this Article, the other arbitration rules and other limitations on the arbitrator's authority delineated in Article XI, Grievance Procedure, of this Agreement will apply with equal force to a grievance over claimed violations of this Article.

- D. Nothing in this section shall be construed to prevent a Graduate Student Employee who alleges discrimination under this Article from exercising constitutional or statutory rights which might be available in addition to what is provided in this Article, including but not limited to the right to contact the United States Department of Education's Office for Civil Rights.

#### IX.8 Remedial and Protective Measures

Brown University will take and/or make available reasonable and appropriate measures to protect a Graduate Student Employee's access to Brown University employment or education programs and activities regardless of whether they choose to file a Complaint under the applicable University procedures and/or exercise their constitutional or statutory rights. These measures may be both remedial (designed to address a complainant's safety and well-being and continued access to educational opportunities) or protective (involving action against a respondent). Remedial and protective measures, which may be temporary or permanent, may include counseling and emotional support, no contact and communication directives, residence modification, academic schedule modification, academic accommodations or assistance, escort, voluntary leave of absence, interim suspension, administrative leave, restrictions on campus activities, work schedule modifications, and other remedies as reasonable and appropriate. A Graduate Student Employee seeking relief under this section shall have the right to have an authorized Union Representative present at any point.

Remedial and protective measures are available to all members of the Brown University community through the appropriate offices, including Title IX and Gender Equity and Campus Life. For purposes of this Agreement, the University and the Union acknowledge that matters specific to the terms and conditions of employment as Graduate Student Employees may need to be addressed from time to time. A Graduate Student Employee seeking remedial and protective measures related to their employment may do so through the Dean of the Graduate School at any time. The Dean

of the Graduate School, in coordination with other offices as necessary and appropriate, may provide any of the remedial and protective measures referenced above as well as switching the advisor or laboratory of a Graduate Student Employee with as minimal disruption to their employment and research as possible, work schedule modifications, including the extension of funding timeline to accommodate time lost due to switching advisors or other changes, and other reasonable accommodations as necessary and appropriate. The Dean of the Graduate School has the discretion to ensure the appropriateness of any measure.

The University shall create a log of instances in which a Graduate Student Employee brings a request for Remedial and Protective Measures to the Dean of the Graduate School to include, at a minimum, the University department or program involved, the nature of the complaint, and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log, without any personally identifying or otherwise protected information about individuals, with the Union to document the scope and nature of the concerns.

#### IX.9 Union Activities or Membership

Neither the University nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Graduate Student Employee because of, or with respect to, his/her/their lawful union activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Graduate Student Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

#### IX.10 Accommodations for Graduate Student Employees with Disabilities and/or Pregnancy

Consistent with the requirements of the Americans with Disabilities Act, the Individuals with Disabilities Education Act, and the Rehabilitation Act of 1973, the University will provide a qualified disabled Graduate Student Employee with such reasonable accommodation necessary for the performance of their essential functions as a TA, TA II, TF, RA or Proctor consistent with University policy and procedure for providing reasonable accommodations to faculty and staff, including but not limited to consultation with the Office of Student Accessibility Services.

The University shall also provide reasonable accommodations to a Graduate Student Employee for pregnancy or pregnancy-related conditions (examples include, but are not limited to, morning sickness and lactation).

#### IX. 11 Academic Retaliation

The University shall not retaliate against a Graduate Student Employee 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 target grades, academic assessments, recommendation letters, or the denial of some academic opportunity.

Nothing in this section shall be construed to prevent a Graduate Student Employee who alleges retaliation in an academic form under this Article from exercising constitutional or statutory rights which might be available in addition to what is provided in this Article.

## Article X - Discipline and Discharge

The parties recognize that discipline and discharge in this agreement refers solely to the employment relationship between the University and graduate student employees in semester-length appointments. Nothing in this article infringes on the University's right to exercise discretion regarding academic matters, including disciplinary procedures related to the academic and non-academic conduct of graduate students.

- A. Employee/Student Distinction. Discipline related to employment conduct or activities as a teaching assistant, research assistant or Proctor, where feasible, shall not include consequences to a Graduate Student Employee's student status; any incidents that could affect both student status and employment shall be handled separately, where feasible. The Union acknowledges it has no right to interfere with or grieve decisions regarding student status, including such decisions that may impact a student's employment, but may only grieve or arbitrate decisions prompted solely and exclusively by conduct, performance and/or activities specifically and directly arising from the employment duties of the Graduate Student Employee as provided for in this Agreement. The exchange of feedback or performance evaluation does not constitute disciplinary actions. Notwithstanding the right to grieve or arbitrate employment-related conduct, the ultimate decision on student status remains in the sole discretion of the University.
- B. Informal Resolution. Both the University and the Union encourage the use of informal discussion between a Graduate Student Employee and their supervisor in an effort to resolve employee performance problems. Such specific informal interaction shall not be considered disciplinary or used as a factor in future employment decisions unless accompanied or followed by a written statement, which shall be shared by the supervisor with the Graduate Student Employee and included in the Graduate Student Employee's personnel file consistent with the terms of this agreement. Nothing in this paragraph prevents a supervisor from determining that after undertaking informal steps, the conduct or performance which was the subject of the informal interaction shall be treated thereafter as a disciplinary matter.

If an informal resolution cannot be reached in a matter related to employment conduct or activities as a teaching assistant, research assistant or Proctor, the University shall ensure that supervisors follow a three-stage progressive discipline model as follows:

1. Written warning with written improvement plan for matters of employment. Upon issuance of a written warning, the Graduate Student Employee shall be notified of their Weingarten rights to Union representation and the Union shall also receive a copy of the written warning and written improvement plan.
2. Final written warning with regard to employment.
3. Discharge from employment.

C. Scope of Discipline.

1. No Graduate Student Employee shall be disciplined or discharged for conduct or performance specifically covered by this Article except for just cause. Decisions that involve the academic mission and operation are not subject to a just cause standard or to the grievance and arbitration process.
2. Discharge, for the purposes of this Agreement, shall mean the termination of a Graduate Student Employee's appointment prior to the expiration of that semester or academic year appointment. Discharge does not include the non-reappointment of a Graduate Student Employee, nor does it mean the failure to offer an appointment to a Graduate Student Employee. Discipline, for the purpose of this Agreement, refers to adverse employment actions taken based on job-related misconduct or job-related deficient performance, and not to determinations by the University to take adverse action or dismiss a Graduate Student Employee, for academic reasons, including without limitation, issues such as academic assessments, grades, non-employment related conduct, or actions governed by another University policy or procedure.
3. At the discretion of the Dean of the Graduate School or their designee, a Graduate Student Employee may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action or discharge. The University reserves the right to stop payments during the leave in situations posing a threat to the safety or well-being of the University community. If the University later finds that the Graduate Student Employee is not responsible for the alleged misconduct, the University shall make the Graduate Student Employee whole.
4. Reassignment shall not be used as a disciplinary action, but the University retains the right to change but not terminate a Graduate Student Employee's work assignment, including as a method for resolving a work performance or conduct matter.

D. Remedial Measures. It is understood that the University, in addition to issuing disciplinary action, may also take reasonable remedial measures, when appropriate, with which a Graduate Student Employee must comply, provided the remedial measures are rehabilitative or corrective rather than punitive.

E. Grievance Procedure. If a discipline or discharge involving job-related misconduct or job-related deficient performance is imposed, a Graduate Student Employee who disagrees with the sanction may seek redress through the Grievance Procedure provided in this Agreement.

- F. Union Representative. A Graduate Student Employee who has authorized the sharing or release of information to the Union in accordance with the Article dealing with Bargaining Unit Information and FERPA, may request that a Union representative be present at any investigatory meeting that a Graduate Student Employee reasonably believes may lead to discipline and/or a meeting where discipline is to be administered. Such requests shall not be unreasonably denied. A meeting to provide standard feedback of performance evaluation or a meeting to discuss academic progress or standing or other student and academic matters unrelated to employment is not considered an investigatory meeting.
  
- G. Non-performance. Graduate student employees who fail to perform duties related to their appointment, including failing to appear for activities required by an appointment, and who are not utilizing an approved leave of absence or time off as described in Article VII, may have their funding suspended during the period in which the non-performance occurs. The University will first warn the graduate student employee at least 2 weeks in advance, in writing, before suspending their funding.

## Article XI - Grievance Procedure

### A. General Provisions for Resolving Grievances

1. The grievance procedure shall be the sole and exclusive procedure for the prompt, efficient and constructive resolution of grievances under this Agreement. Notwithstanding this process, the University and the Union recognize and encourage informal resolution of any dispute, generally by direct discussion between the grievant and his/her/their supervisor and/or the Union and the University.
2. A grievance shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.
3. Complaints or grievances regarding academic matters, including but not limited to assessment of student work and grades and determinations as to students' academic progress, may not be processed through the Article XI Grievance Procedure and will be handled through the Graduate School grievance procedure or the procedures of the University Office that handles such claims. A Graduate Student who is eligible to be in the bargaining unit shall have the right to be accompanied by a Union Representative at any and all steps of the handling of such matters. The role of a Union Representative in such matters shall be limited to providing support and advice to the Graduate Student.
4. The calculation of time limits set forth in this Article are as follows: the first day of the time period will be the first date after the date of the grievance and shall be either the following business days or the following calendar days, as specified in the Article. Where calendar days are used the calculation shall include Saturday, Sunday and holidays.
5. The calculation of time limits set forth in this Article are as follows: the first day of the time period will be the first date after the date of the grievance and shall be the following consecutive calendar days, including Saturday, Sunday and holidays.
6. Except for the initial filing of a formal grievance, all time limits may be extended by prior mutual written agreement of the parties. During periods when regular classes are not scheduled, such as between semesters, after graduation and before the resumption of classes in the Fall, during long periods when the University is closed for holidays or breaks, the parties in particular can anticipate extending the required time periods for each Step.
7. Unless the parties agree in advance in writing of the extension of a time limit for the grievance process, any demand for a grievance which is not filed at each step within the time period set in this Agreement will be deemed waived and there shall be no further processing of the grievance or any other process provided for in this Article. A failure by the Union/grievant to comply with the time limits of Step 1 shall preclude any subsequent filing of the grievance.
8. Failure by the University at any Step to communicate its response within a specified time limit shall permit the grievant to move to the next Step but shall not be deemed to be in agreement by the University with the grievant's position.
9. The filing or pendency of a grievance under this Article shall not prevent the

University from taking action complained of, subject to the procedures of this Article.

10. The Union may initiate a Grievance at Step 2 if the grievance involves multiple students with the same issue.
11. Any grievance may be withdrawn without prejudice.
12. Any resolution reached through the grievance process may not be used to establish a precedent for the future interpretation or application of this Agreement.
13. The University may from time to time have concerns regarding the interpretation, application or claimed violation of a specific term or provision of this Agreement on the part of the Union. The University shall seek to resolve such concerns through direct discussion and informal resolution between the University and the Union. If such direct discussion fails to resolve the matter the University shall have the right to initiate Step 3 of the grievance procedure with respect to any grievance, dispute or difference and, following Step 3, to take such matter through the mediation and arbitration procedure, using the process outlined in this Article.

**B. Representation**

1. A Union Representative may represent a Graduate Student Employee alleging a grievance.
2. By July 1 each year the Union shall provide the University with the names, email addresses, and telephone numbers of its officials and Grievance Committee members, and any changes therein.
3. By July 1 each year the University shall provide the Union with the names, email addresses, and telephone numbers of its representatives or designees at Step One and Step Two and shall report any changes to these representatives to the Union.

**C. Protection against Retaliation**

1. No individual shall be discouraged from filing a grievance or taking action as per this Article's guidelines. And after a grievance has been filed, no individual who files a grievance in good faith shall be subject to retaliation.
2. Retaliation means any adverse action or threat taken or made against an individual, including through third parties and/or legal counsel, for filing a grievance or participating in any investigation or proceeding related to this Article. Retaliation includes threatening, intimidating, harassing, or any other conduct that would discourage a reasonable person from engaging in activity protected under this Agreement, such as seeking services, receiving protective measures and accommodations, and/or filing a grievance. Retaliation includes maliciously and purposefully interfering with, threatening, or damaging the academic and/or professional career of another individual before, during or after the investigation and resolution of a grievance under this Agreement.
3. University resource persons and Union designees shall advise a Graduate Student Employee of their right to be free of retaliation and the University shall investigate any complaint of alleged retaliation.
4. This provision applies to grievances made or information provided in good faith,

even if the facts alleged in the grievance and/or information are determined to be unfounded.

D. Grievance Procedure

The following procedure shall be the sole and exclusive means for resolving grievances.

1. Initial Filing of a Formal Grievance.

If a grievance cannot be resolved informally, a Graduate Student Employee or the Union shall initiate a grievance within sixty (60) business days after the Graduate Student Employee first becomes aware, or reasonably could have known of, the act or circumstance that constitutes a grievance as defined in this Article. The grievance must be presented in writing. It must identify the Grievant, the provision of the Agreement that is the subject of the grievance, and sufficient details of the grievance to understand the violation claimed. It should include key relevant documentation and must state the relief requested. The initial filing should be made to the individual responsible for Step 1 in the process with a copy to the Office of the Dean of the Graduate School.

A grievance filing, issuance of a determination and all notices or communications during the grievance procedure shall be deemed submitted when sent by email or fax or delivered by hand to the appropriate individual at each Step. The date of the receipt shall be noted so that the parties can calculate the time limits. A hand delivery must occur during regular business hours.

In the absence of a designated Director of Graduate Studies and/or Department Chair, or where the individual holding that position has a potential conflict, notice can be sent to the Dean of the Graduate School or his/her designee.

2. Step One

- a. The Union or a Graduate Student Employee, having a grievance in connection with their employment, shall file the grievance with the applicable Department Chair or program leader.
- b. A Step One meeting with the appropriate University administrators, Graduate Student Employee and the Union and the Department Chair or their designees shall be held within ten (10) business days of submission of the grievance. A union representative may be present.
- c. If the grievance is not resolved during the course of the Step One meeting or not settled before the determination must be issued, a written determination of the Step One grievance shall be provided to the Graduate Student Employee and the Union within ten (10) business days following the meeting.

### 3. Step Two

- a. If the matter is not resolved at Step One, the grievance may be appealed by the Union to the Dean of the Graduate School or their designee, provided that the written appeal is submitted to the Dean of the Graduate School within ten (10) business days following submission by the University of the Step One determination.
- b. Within ten (10) business days of submission of the Step Two grievance to the Dean of the Graduate School, the Dean shall set a meeting at a mutually convenient time and place for discussion of the grievance with the appropriate University administrators and the Union and the Graduate Student Employee.
- c. The Dean of the Graduate School shall arrange for a representative(s) of the appropriate dean or administrative head of an equivalent unit to be present at this discussion. A union representative may be present.
- d. If the grievance is not resolved during the course of the Step Two meeting or not settled before the determination must be issued, a written determination of the Step Two grievance shall be provided to the Graduate Student Employee and the Union within ten (10) business days following the meeting.

### E. Impartial Arbitration

A grievance which is not resolved at Step Two may be appealed to arbitration by the Union, provided that written notice of intent to arbitrate is submitted to the Dean of the Graduate School within ten (10) business days following submission of the Step Two determination by the University. Such notice shall identify the grievance and the issue, set forth the provisions of the Agreement involved, and the remedy desired. If no such notice is given within the prescribed time limit set forth in this section, the grievance shall not be arbitrable.

Instead of resolving a grievance by proceeding to arbitration, the parties can mutually agree to undertake alternative dispute resolution procedures, such as mediation. The parties will select a mutually acceptable mediator. A request to proceed with mediation in place of arbitration shall be submitted to the University by the Union or to the Union by the University within ten (10) business days of the Step Two determination and the parties have thirty days to make a final determination whether to pursue mediation in place of arbitration. Even if mediation is not successful in resolving all or a portion of the grievance, the use of mediation shall preclude arbitration of the grievance. If notice to mediate is not given within the time limit, the option to pursue mediation shall no longer be available. The parties shall share equally in the cost of mediation.

1. Arbitrator. The parties shall select an arbitrator. If the parties cannot reach mutual agreement on an arbitrator within fourteen (14) business days of receipt of the notice of arbitration, the parties can request a list from the American Arbitration Association and the arbitration shall proceed under the Voluntary Labor Arbitration Rules of the AAA.



2. Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
  - a. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association and the University or the Union or both shall forward to the arbitrator a copy of the grievance, the University's determination at Step Two, the Union notice of intent to arbitrate, and a copy of the Agreement.
  - b. Each party shall be responsible for their own costs of preparing and presenting the arbitration and the parties shall share equally the administrative fees of the AAA, the costs of the arbitrator and the cost for the transcript of the proceeding to be provided to the arbitrator. If the parties want their own copy of the transcript they shall be responsible for the cost of their individual copy.
  - c. At the close of the hearing, the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
  - d. The authority of the arbitrator is strictly limited to, the determination of the specific grievance consistent with the terms of this Agreement.
  - e. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify or disregard any of the terms, clauses, or provisions of this Agreement. The Arbitrator shall have no authority or jurisdiction to issue any award changing, modifying or restricting any action taken by the University on matters reserved to the University's discretion as provided in the Management Rights clause unless those actions are restricted by other specific terms of this Agreement.
  - f. The arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing and submission of the briefs, if any.
  - g. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the Employee(s) involved, although each party shall retain whatever rights it has under applicable state or federal law to challenge the decision and/or the award.
  - h. The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.
  
- F. At the request of the grievant, a meeting shall take place within sixty (60) business days of a grievance's resolution in order to assess the implementation of its resolution and ascertain that no retaliation has occurred against the grievant. This meeting shall take place between the grievant, a union representative, the applicable department Chair, the Dean of the Graduate School (if the grievance was filed past Step One), and the subject of the grievance. With the consent of all parties involved, this meeting may be waived.

## Article XII

### International and Undocumented Student Matters

International and undocumented students and scholars are vital members of the Brown University community, and the University and the Union are mutually committed to supporting international and undocumented graduate students.

The Office of International Student and Scholar Services (OISSS) serves international students who are nonimmigrants (nonimmigrant is used in this Article to clearly indicate students who are supported by OISSS). The majority of nonimmigrant students at Brown and in the United States have F-1 student visas or, in significantly smaller numbers, J-1 exchange visitor visas. Provisions of this article which refer to visa and immigration issues apply to nonimmigrant international students.

The University and the Graduate School provide support to other international and nonimmigrant students not supported directly by OISSS, including different types of humanitarian visa holders, including but not limited to refugees, asylum seekers, and persons protected by the Deferred Enforced Departure or Temporary Protected Status. For the purposes of this Article these students are considered to be nonimmigrant students supported by offices other than OISSS.

The Undocumented Student Program within the Undocumented, First-Generation College and Low-Income Student Center (U-FLI Center) provides holistic advising and leadership development support for undocumented plus students at Brown. Provisions of this article which refer and/or are relevant to undocumented students are explicitly noted as such.

Working in collaboration with the Graduate School and others, these offices have primary responsibility for supporting the integration of international and undocumented students and scholars into the Brown community.

1. While the University cannot offer legal advice to graduate students, OISSS can advise generally on visa issues as they relate to the academic and/or employment relationship with the University. OISSS shall maintain a list of attorneys and agencies for referral, including pro-bono agencies, if a graduate student has a complex immigration issue or if the graduate student is in need of immigration advice that is not related to the graduate student's academic and/or employment relationship with the University. Legal fees if the graduate student retains such an attorney would be borne by the graduate student and may be reimbursed under the Nonimmigrant Graduate Student Assistance Fund described below if the legal matter involves an immigration issue that directly affects the graduate student's ability to work at the University.
2. Additionally, OISSS shall invite immigration attorneys to visit campus either in-person or virtually, once each semester to discuss H visas and green cards. The Graduate School, in

collaboration with the Union, will solicit feedback from nonimmigrant graduate students regarding these sessions and provide that information to OISSS in a cooperative effort to ensure the sessions meet the needs of interested students.

3. Effective upon ratification of this Agreement, the University shall establish a Nonimmigrant Graduate Student Assistance Fund in the amount of no less than \$30,000 for each fiscal year of this Agreement. Nonimmigrant graduate students may apply for reimbursement of immigration and legal expenses if the legal matter involves an immigration issue that directly affects the graduate student's ability to work at the University.
  - a. The parties recognize and agree that as of the date of this Agreement the availability of information regarding the amount of expenses to be reimbursed by this fund is limited and the amount of funding may need to be adjusted and the rules governing reimbursable expenses will need to be developed in a collaborative manner between the Graduate School, the Union, and others. The intent of the parties is to more effectively meet and support the needs of nonimmigrant graduate students in this regard and are committed to working together to do so.
  - b. Following ratification of this Agreement, the Graduate School shall communicate about the fund to all nonimmigrant graduate students and undocumented students in order to allow such students to apply for reimbursement while policies and procedures for administering the fund are established.
  - c. Following ratification of this Agreement, the Graduate School will work with the Union and other relevant offices to develop policies and procedures, including allowed reimbursable expenses, for administration of the fund. This will be completed no later than June 30, 2024.
  - d. The Graduate School will report in an anonymized manner annually to the Union and the graduate school community on the requests for and reimbursement of immigration and legal expenses under the fund.
4. Graduate Students shall have a right to five (5) paid business days of leave per calendar year in order to attend visa and immigration proceedings and any other related matters for the Graduate Students and the Graduate Student's family members, as defined in Section D of Article VII, Leaves of Absence and Time Off. A Graduate Student may request additional days off from their supervisor(s), who may approve these on a discretionary basis. This provision applies to all graduate students, including but not limited to all nonimmigrant and undocumented students.
5. In cases where a nonimmigrant graduate student is unable to arrive at or return to the United States as a result of their immigration status, and for reasons outside of their reasonable control (e.g., administrative processing and border closure), the University shall undertake reasonable efforts within the constraints of immigration law to arrange for the GSE to perform their duties outside the U.S. until such time as either the GSE can no longer work effectively remotely or is not making sufficient academic progress to

maintain student (and thus GSE) status. The parties recognize and agree that Federal and State laws and regulations, including applicable tax codes, apply to such situations and the University must comply with all relevant laws and regulations. As per Article V, determinations regarding academic progress of a nonimmigrant student who is unable to arrive at or return to the United States will be made within the sole discretion of the University.

6. If the University is not able to lawfully employ or continue to employ a nonimmigrant Graduate Student Employee as a result of the Graduate Student Employee's immigration status, the University agrees to meet with the Union and the Graduate Student Employee to discuss potential re-employment into their prior position or another position if their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the Graduate Student Employee as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a Graduate Student Employee. The timing of re-employment may also depend on other factors which are within the sole discretion of the University under Article V of this Agreement, such as, but not limited to, the availability of lab space and research funding, the academic calendar, and the academic status of the nonimmigrant student.
7. If a nonimmigrant graduate student who possesses the required visa documentation and work authorization to lawfully enter the United States is barred entry, the University and the Union will use best efforts to assist the graduate student where possible and within the constraints of immigration law. The University will make best efforts to timely complete work authorization documentation for which the University is responsible, so that Graduate Students do not experience delayed start dates, paychecks, benefit coverage, and other university privileges and contract benefits. The parties recognize and agree that nonimmigrant graduate students bear primary responsibility for complying with applicable laws and regulations, including meeting all deadlines, to obtain necessary visas and associated approvals to work and study in the United States. The ability of the University to provide support and assistance to nonimmigrant graduate students who do not meet these responsibilities will be limited.
8. Issues surrounding immigration and visa status that may affect nonimmigrant Graduate Students can be appropriate topics for the Union-Management Committee. In addition, to assure effective support services, foster good communications and better understanding between the University and its nonimmigrant graduate students, the Graduate School shall convene an annual meeting between appropriate University offices and officials and the Union that will include staff from the OISSS, Global Brown, and the Foreign National Tax Office. Issues and concerns regarding undocumented students can also be raised in the Union-Management Committee and as requested the Graduate School will convene meetings for interested students and appropriate University offices.

9. Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University shall not disclose any graduate student's immigration information or personal information including, but not limited to: temporary or permanent home address, contact information, workplace, or work schedule to any government entity. The University does not share information with law enforcement regarding the immigration status of undocumented or DACA status students, and will not do so unless required by law (for example, if status is required to be disclosed in response to a subpoena). Brown's Department of Public Safety neither inquires about nor acts upon information related to immigration status, and does not partner with federal or state agencies to do so. Brown University is committed to the principle of non-discrimination, including equal protection under the law, regardless of national origin or citizenship. The University shall notify and consult with the Union prior to making any changes to discretionary information systems which contain or store immigration data (*e.g.*, non-resident tax filing services).
  
10. The Graduate School will convene a working group, including GLO members appointed by the Union and other relevant stakeholders (students, faculty and/or staff) appointed by the Dean of the Graduate School, to consider and make recommendations with regard to the support of nonimmigrant spouses and partners of graduate students. Many spouses and partners of nonimmigrant graduate students are unable to work or study in the United States and the parties recognize and agree that there are opportunities to provide greater levels of support and assistance to these members of the Brown community. The support and assistance may include, but are not limited to, access to courses offered by the University, libraries and recreational facilities, job postings, and English language support. The working group will convene in Spring Semester 2024 and make recommendations to the Dean of the Graduate School no later than June 30, 2024.

## **Article XIII**

### **Severability**

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, except where the invalid provision goes to the heart of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it. In such an event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

In the event that, during the term of this Agreement, the National Labor Relations Board or a federal court, or any equivalent entity, should find that graduate students serving in Fellowship appointments or other similar appointments do qualify as employees under the National Labor Relations Act, upon proof of majority status the University shall recognize the inclusion of those graduate students in the bargaining unit as defined in Article I of this Agreement as of the effective date of the ruling or determination and negotiate in good faith all Articles pertaining to their employment.

In the event that the National Labor Relations Board or a federal court, or any equivalent entity, should find that graduate students serving as teaching assistants and/or research assistants do not qualify as employees under the National Labor Relations Act, this Agreement shall continue in force only until the date of its expiration, and then the University will have no further obligation to the union, in accordance with the agreement of the parties in the June 21, 2018 Pre-election Agreement, Part II, Section 10.

## **Article XIV**

### **Entire Agreement**

This Agreement contains the complete understanding of the Union and the University with respect to all terms and conditions contained herein for the time period covered by this Agreement. The Union and the University agree that all matters desired by either party have been presented, discussed and, where agreed to, incorporated into this Agreement. Accordingly, the Union and the University each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively during the life of this Agreement with respect to any subject or matter whatsoever, whether or not within the contemplation of the parties, and whether or not referred to in this Agreement, except as agreed to below.

The University and the Union agree that in the event of unforeseen circumstances (such as a pandemic or natural disaster) that seriously impact GSE's ability to work, both parties agree to reconvene and negotiate relevant articles as appropriate and that this provision is an express and intentional exception to this Article.

This Agreement may not be modified or amended except by an explicit agreement in writing signed by the authorized representatives of the Union and the University.

## **Article XV**

### **Duration of Agreement**

This Agreement shall be in full force and effect from July 1, 2023 until June 30, 2026.



## **Article XVI**

### **No Strike – No Lockout**

- A. The Union, its unit members, representatives and agents, will not engage in, call for, encourage or condone, any strike, work stoppage, slowdown, sympathy strike, withholding of grades or academic evaluations, or other interference with or disruption of the University's operations or activities during the term of this Agreement or any extension of the Agreement.

Should any of the above actions occur, upon notice from Brown the Union will promptly notify the individuals involved in any activity in contradiction of this Article that their actions are contrary to the Agreement and they are to cease such activity and resume the responsibilities of their position. Following notice from the Union or University, any individual who continues to violate this Article may be subject to discipline as provided for in the Agreement and/or through other University policies, up to and including dismissal from their position.

During the term of this Agreement and any extension of this Agreement, the University agrees there will be no lockouts. A lockout is defined as preventing the performance of bargaining unit work. In the event of any violation of this Section, the University agrees to inform all employees of their obligations under this Article and to direct them to end the lockout.

**Collective Bargaining Agreement Made by Brown University and GLO  
on December 18, 2023**

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**Agreed to and Accepted:**

GLO: \_\_\_\_\_ Brown University: \_\_\_\_\_  
Victoria L. Antonetti \_\_\_\_\_ Russell C. Carey \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

GLO: \_\_\_\_\_ Brown University: \_\_\_\_\_  
Maria Arieivitch \_\_\_\_\_ Ethan T. Bernstein \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

GLO: \_\_\_\_\_ Brown University: \_\_\_\_\_  
Treshaun Sutton \_\_\_\_\_ James M. Green \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

GLO: \_\_\_\_\_ Brown University: \_\_\_\_\_  
Morgan Clark \_\_\_\_\_ Marie Williams \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

GLO: \_\_\_\_\_  
Caroline Cunfer \_\_\_\_\_

Date: \_\_\_\_\_

GLO: \_\_\_\_\_  
Bryant Brown \_\_\_\_\_

Date: \_\_\_\_\_

GLO: \_\_\_\_\_  
Christopher Jotischky \_\_\_\_\_

Date: \_\_\_\_\_

GLO: \_\_\_\_\_  
Chun-Tak Suen \_\_\_\_\_

Date: \_\_\_\_\_

GLO: \_\_\_\_\_  
Elizabeth Berman \_\_\_\_\_

Date: \_\_\_\_\_

GLO: \_\_\_\_\_  
Sherena Razek \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix**

**Side Letters Not Part of the Collective Bargaining Agreement**

## SIDE LETTER of AGREEMENT

Between

**BROWN UNIVERSITY And GRADUATE LABOR ORGANIZATION**

### **FINANCIAL MATTERS**

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The University and GLO engaged in discussions about a number of financial matters. It was agreed by the parties that the specific understanding on these matters would not be a part of the collective bargaining agreement and would be handled as a side letter effective only as provided by its terms. The parties agree that this Side Letter is separate from the collective bargaining agreement and is not subject to the terms of the Agreement, and in particular is not subject to the Agreement's Grievance and Arbitration provisions. The understanding of the University and GLO on these matters are as follows:

#### **Hourly Compensation**

The minimum Hourly Compensation rate for graduate students who are eligible to be included in the bargaining unit who are hired into hourly positions will be set at \$22.50, effective July 1, 2023.

#### **First-year Supplemental Fellowship**

The first-year supplemental fellowship payment will be increased to \$1,750 in FY25 (for payments made to students entering for the Fall Semester 2024).

#### **Transportation**

Transportation/RIPTA: The University commitment to provide community members, including all graduate students, the RIPTA Upass and The Ride benefits (use of both with the Brown Card at no cost to the Brown community member) will continue.

#### **Students in Fellowship Appointments**

For the duration of this Agreement (July 1, 2023 to June 30, 2026) the stipend amounts for Students in Fellowship Appointments will be the same as the stipend amounts for Bargaining Unit Positions, as detailed in the table below. This commitment will be effective solely and only for the duration of the Agreement, and any subsequent commitments will be entirely at the discretion of the University.

	<b>12 Month Base Stipend</b>	<b>Base Stipend Increase</b>	<b>Cost of Health Care Assistance Payment</b>
<i>FY23</i>	<i>\$42,412</i>	-	<i>\$600</i>
<b>FY24</b>	<b>\$45,699</b>	<b>7.75%</b>	<b>\$1050</b>
<b>FY25</b>	<b>\$49,012</b>	<b>7.25%</b>	<b>\$1150</b>
<b>FY26</b>	<b>\$52,198</b>	<b>6.50%</b>	<b>\$1250</b>

- All PhD and MFA students eligible to be included in the bargaining unit will receive a Cost of Health Care Assistance Payment in the amount specified in the table above – paid in quarterly installments - to assist with health related or other expenses. All such eligible students will receive the payment regardless of whether they are serving in a bargaining unit position at the time each portion of the payment is made.
- The base stipend increase will take effect on July 1 of each fiscal year (*e.g.*, July 1, 2023 for FY24).
- All Students on Fellowship Appointments as of the effective date of this Agreement shall receive a one-time payment equivalent to the differential in earnings dating from 7/1/23 to the start date of the first pay period following the effective date of the agreement when the FY24 base stipend rate can be put into effect. This one-time payment shall be comprised of: (1) the prorated difference between the monthly base stipend amount which was paid at the agreed upon placeholder rate of \$3649.20 and the FY24 monthly base stipend amount of \$3808.25; and (2) one quarterly installment of the Cost of Health Care Assistance Payment (\$262.50).
- All Students on Fellowship Appointments who finished their academic degree program after July 1, 2023 and prior to the effective date of the agreement shall receive a one-time payment equivalent to the differential in earnings dating from 7/1/23 to the date of the end of their degree program. This one-time payment shall be comprised of: (1) the prorated difference between the monthly base stipend amount which was paid at the agreed upon placeholder rate of \$3649.20 and the FY24 monthly base stipend amount of \$3808.25; and (2) one quarterly installment of the Cost of Health Care Assistance Payment (\$262.50).

## SIDE LETTER of AGREEMENT

Between

**BROWN UNIVERSITY**

And

**GRADUATE LABOR ORGANIZATION**

### **TAX ASSISTANCE**

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The University and GLO engaged in discussions about Tax Assistance. It was agreed by the parties that the specific understanding on this matter would not be a part of the collective bargaining agreement and would be handled as a side letter effective only as provided by its terms. The parties agree that this Side Letter is separate from the collective bargaining agreement and is not subject to the terms of the Agreement, and in particular is not subject to the Agreement's Grievance and Arbitration provisions. The understanding of the University and GLO on this matter is as follows:

1. All fellowship and assistantship stipends are considered taxable income by the Internal Revenue Service (IRS) and by the state of Rhode Island. Each student is responsible for determining how the tax law applies to his or her own situation, which can vary for a number of reasons including citizenship or residency status, international tax treaties and other factors. For specific questions about individual tax responsibilities, graduate students should contact the Internal Revenue Service, an accountant, or an income tax service.
2. The United States government defines an alien as any individual who is not a U.S. citizen or U.S. national. A nonresident alien is an alien who has not passed the green card test or the substantial presence test. Generally, resident aliens are taxed like U.S. citizens, while nonresident aliens are taxed under different withholding and reporting rules. A graduate student's U.S. tax status depends on their U.S. immigration status and length of U.S. presence.
3. Nonresidents may be entitled to tax exemptions depending on their U.S. tax status or an applicable tax treaty, or both. The University is required to withhold 14% in federal taxes and 3.75% in state taxes from fellowship stipends, unless the student is eligible for exemption under a tax treaty.
4. While the University is not able to provide tax advice to graduate students, the Office of International Student and Scholars Service (OISSS), in collaboration with the Office of Global Engagement and the Foreign National Tax Team in the Controller's Office, offers resources to assist international graduate students with their tax obligations. For as long

as such programs exist, the University will continue to offer web-based tax software designed for nonresident alien graduate students and their dependents, spouses and domestic partners filing U.S. Federal and State income tax returns. If such programs cease to exist, the University will notify the Union and, upon request of the Union, discuss possible alternatives to such programs.

5. Among the resources provided by the University in this regard is SPRINTAX-RETURNS. Graduate students can use SPRINTAX-RETURNS to determine U.S. Tax Residency status for the tax year based on their current and past immigration history and days spent within the U.S. over the span of multiple years. If SPRINTAX-RETURNS determines that their U.S. Tax Residency status for the tax year is Non-Resident (NRA), then graduate students can continue to answer the SPRINTAX-RETURNS questionnaire in order to prepare federal and state returns.
6. For graduate students who are eligible to use SPRINTAX-RETURNS to file, federal tax return filing is included at no cost to the graduate student. In addition, the University will provide a code for up to one (1) state income tax return for any eligible graduate student who needs to file a state return.
7. The University shall commit to providing mini tax consultation sessions through an external Tax Advising Support consultant for nonimmigrant graduate students completing the SPRINTAX-RETURNS. The Tax Advising Support Consultant shall provide routine individual advising to non-immigrant students and scholars considered non-residents for tax purposes as they complete their annual SPRINTAX-RETURNS. Eligible students and scholars are limited to one free remote appointment (by phone or virtual video call) not to exceed 15 minutes. Eligible students/scholars are strongly encouraged to complete their tax assessment in SPRINTAX to determine if they are considered resident or non-resident aliens for tax purposes, and to attempt their return via SPRINTAX software in advance of their scheduled individual consultation. If such programs cease to exist, the University will notify the Union and, upon request of the Union, discuss possible alternatives to such programs.
8. The Internal Revenue Service (IRS) provides information and resources for qualified taxpayers to prepare and file federal income tax returns online using guided tax preparation software for free.

**SIDE LETTER of AGREEMENT**

**Between**

**BROWN UNIVERSITY**

**And**

**GRADUATE LABOR ORGANIZATION**

**COVID-19 MATTERS**

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The University and GLO engaged in discussions about COVID-19 and related health and safety matters. It was agreed by the parties that the specific understanding on this matter would not be a part of the collective bargaining agreement and would be handled as a side letter effective only as provided by its terms. The parties agree that this Side Letter is separate from the collective bargaining agreement and is not subject to the terms of the Agreement, and in particular is not subject to the Agreement's Grievance and Arbitration provisions. The understanding of the University and GLO on this matter is as follows:

1. Following the declaration by the World Health Organization on May 5, 2023 that COVID-19 was no longer a public health emergency of international concern and the determination of the United States Federal Government on May 11, 2023 to end the national public health emergency for COVID-19, the University adjusted health protocols and policies accordingly while remaining committed to updating policies protocols if there is a change in public health circumstances and/or updated guidance from health and medical experts.
2. The University will continue to follow and adhere to all public health guidance and regulations from local, state and federal officials and will adjust policies and practices and inform the University community of any such adjustments as necessary and appropriate. As of August 1, 2023 the current University policies and protocols are available at [healthy.brown.edu](https://healthy.brown.edu). While that website may not remain in place for the entire term of this agreement, the University will prominently and proactively communicate public health and safety information, guidance, warnings and advisories in a timely manner as needed.
3. As of the date of this Agreement, masks are optional on Brown's campus, except in settings where faculty, staff or clinicians require masking. Such settings include during medical appointments with clinicians who request masking at their discretion, as well as classes, labs or meetings with individual faculty, staff or student instructors who may choose to require that attendees wear a mask.



4. During the term of this Agreement, graduate student employees will retain the discretion to require that attendees in their classes, labs or meetings wear a mask. As of the date of this Agreement masks are available to students at the Graduate Center, Tower E. If, during the term of this Agreement, the provision of masks to students from this location ceases the Graduate School will make available, upon request, an adequate supply of masks to graduate student employees to provide as needed to students in their classes, labs or meetings.
5. As of the date of this Agreement, tests for COVID-19 are available to students at the Graduate Center, Tower E. If, during the term of this Agreement, the provision of tests to students from this location ceases, the University will engage in discussion with the Union regarding the adequate supply of tests to graduate students employees to carry out their duties and responsibilities.
6. Graduate student employees who are experiencing symptoms of COVID-19 or other communicable illness, or caring for a family member with symptoms, are entitled to use sick time as provided for in Article VII of this Agreement. Graduate student employees may, in consultation with and approval from their supervisors, where practicable carry out their duties remotely while caring for themselves or others.
7. The University maintains and operates all University buildings, spaces and facilities in compliance with applicable state and federal regulations, including with regard to indoor air quality (IAQ). Additionally, the University operates buildings, spaces and facilities consistent with guidance from the Centers for Disease Control (CDC) with regard to IAQ, and as of the date of this Agreement, IAQ across campus is in compliance with the most recent guidance from the CDC entitled Ventilation in Buildings dated May 12, 2023. Consistent with regulations and CDC guidance, each University building and/or office has either fully functional windows to supply outside air or a centralized HVAC system that brings outside air into the building and provides air exchanges, and each residence hall room has operable windows allowing for fresh air circulation. Consistent with CDC guidance, portable air cleaners (PACs) may be made available within shared spaces upon request. Such requests, in addition to questions and concerns regarding IAQ in individual buildings, spaces and facilities should be submitted to the Department of Facilities Management by calling Service Response at 863-7800 or emailing [FM\\_Service\\_Response@brown.edu](mailto:FM_Service_Response@brown.edu). General concerns and questions regarding these matters may be raised for discussion at any time and/or in the monthly union management meetings.
8. The University and GLO previously agreed in a side letter to the collective bargaining agreement dated June 15, 2020 that graduate students in their third, fourth and fifth year of study in spring semester 2020 would be eligible to apply for a two-semester appointment extension. The University subsequently decided to make appointment extensions available to doctoral students who were in their second year in the spring of 2020. During the course of negotiations for a contract extension, GLO presented

information regarding the impact of the pandemic on students in their first year of study in spring and fall semesters 2020. In recognition of these impacts the University will enable doctoral students who began their studies at Brown in the 2019-2020 or 2020-2021 school year to apply for up to one academic year (up to two semesters and one summer) of extended funding. Eligible graduate students seeking this extension will need to apply during the final term of their standard funding.

9. The University and GLO understand and acknowledge that health and safety matters, including with regard to COVID-19, can and should be raised between the parties as necessary, including but not limited to in the monthly union management meetings held during the term of this agreement.

**SIDE LETTER of AGREEMENT**

**Between**

**BROWN UNIVERSITY**

**And**

**GRADUATE LABOR ORGANIZATION**

**MASTER'S STUDENTS SERVING AS RESEARCH ASSISTANTS**

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The University and GLO engaged in discussions about Master's Students working at least 20 hours a week as Research Assistants and agreed that they should be included in the bargaining unit. It was agreed by the parties that the specific understanding on this matter would not be a part of the collective bargaining agreement and would be handled as a side letter effective only as provided by its terms. The understanding of the University and GLO on this matter is as follows:

1. Master's students working at least 20 hours a week as Research Assistants, regardless of whether they pay tuition, will be included in the Bargaining Unit.
2. Some of the provisions of and language in the Collective Bargaining Agreement (CBA) apply solely to PhD and Master's students whose tuition is fully paid for by the University and receive a stipend and, pending negotiations detailed in this side letter, will not apply to a Master's student in a tuition paying program (for example, the many benefits all Doctoral students receive regardless of their status as employees, such as fully funded health insurance premiums and child care benefits).
3. The parties anticipate that incorporating Master's students working at least 20 hours a week as Research Assistants into the CBA will require the negotiation and agreement of a stand-alone article(s) for this class of employees.
4. The parties will undertake this negotiation and develop mutually agreeable article(s) to be effective no later than July 1, 2024 (or such later date as the parties may mutually agree to).
5. Effective January 1 to June 30, 2024, the minimum hourly wage for Master's students working at least 20 hours a week as Research Assistants will be set at no less than \$22.50 per hour. As per the Bargaining Unit base pay and the Hourly Compensation Side Letter, this clause does not prohibit a rate of pay higher than \$22.50 per hour during this time period.