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AGREEMENT

Between the BOARD OF TRUSTEES

of the

UNIVERSITY OF MASSACHUSETTS DARTMOUTH CAMPUS

and

AMERICAN FEDERATION OF TEACHERS, GRADUATE STUDENT UNION, LOCAL 6350

September 1, 2026 through August 31, 2029

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AGREEMENT BETWEEN THE UNIVERSITY OF MASSACHUSETTS BOARD OF TRUSTEES AND THE UNIVERSITY OF MASSACHUSETTS DARTMOUTH CAMPUS AND THE AMERICAN FEDERATION OF TEACHERS, AFL/CIO, GRADUATE STUDENT UNIO, LOCAL 6350

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Graduate Student Union

September 1, 2026 – August 31, 2029

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Preamble

This Agreement is entered into by and between the Graduate Student Union, Local 6350 unit B,
AFTMA, AFT, AFL-CIO, hereinafter referred to as the "GSU", and the University of Massachusetts Dartmouth, hereinafter referred to as the "University", and has as its purpose the promotion of harmonious relations and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work; and other conditions of employment. This Preamble is not subject to the grievance procedure.

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Article 1

Recognition

1.1 Pursuant to the Bargaining Unit Certification issued by the Massachusetts Department of Labor Relations, Case No. SCR-22-9738 the University recognizes the GSU as the sole and exclusive collective bargaining representative for wages, hours, and all other terms and conditions of employment for Graduate Students with a student registration status of Graduate and Active in Program and employed by the University in the following classifications: Teaching Assistant; Teaching Fellow; Instructional Assistant; Studio Assistant; Research Assistant; Distinguished Doctoral Fellow; Doctoral Fellow, Graduate Researcher; Graduate Assistant; and hourly paid graduate students appointed for a minimum of one (1) semester.

Graduate students will be included in the bargaining unit only during those specific semesters during which the graduate student holds an appointment or position listed in Article 1.1

1.2 The University will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining for this bargaining unit, or make any Agreement with any such group or individual or change any conditions contained in this Agreement.

1.3 If there is disagreement between the GSU and the University concerning the inclusion or exclusion of any new job classifications similar to those in the unit to which graduate students are appointed, the parties shall meet to discuss the issue. If a difference remains either side may petition the Massachusetts Department of Labor Relations for clarification.

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Article 2

Definitions

2.1 Union: The Graduate Student Union at the University of Massachusetts Dartmouth, Local 6350 Unit B, American Federation of Teachers, AFL-CIO.

2.2 University: The University of Massachusetts Dartmouth

2.3 Graduate Student: All University of Massachusetts Dartmouth students with a student registration status of Graduate and Active In Program.

2.4 Bargaining Unit Member: All persons listed in Article 1.1 during such time as they hold a listed appointment.

2.5 Semester: The main campus Fall semester (approximately 15 weeks in September through December), the main campus Spring semester (approximately 15 weeks in January through May), or the Online & Continuing Education Summer full semester (approximately up to 14 weeks in May through August).

2.6 Full-Time: Bargaining unit members whose appointment letters specify 20 hours of appointment-related activity per week during the Fall or Spring Semester. Full time bargaining unit members may not hold any other employment on campus during the period of their appointment.

2.7 Three-Quarter Time: Employees whose appointment letters specify 15-19.9 hours of appointment-related activity per week during the Fall or Spring Semester.

2.8 Half-Time: Employees whose appointment letters specify 10-14.9 hours of appointment-related activity per week during the Fall or Spring Semester.

2.9 Party: Individually the Union or the University; collectively, Parties.

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Article 3

Union Security

Section 1. Bargaining unit members are free to decide whether or not they wish to join the Union and pay membership dues and fees. Neither the University nor the Union shall harass or coerce a bargaining unit member about their decision to join or not join the Union and pay or not pay membership dues and/or fees.

Section 2. Every bargaining unit member will be given the choice to affirm choosing to join the union or not for each appointment period, or if already a member, if they wish to opt out. There will be no fee or further consequences for the bargaining unit member who chooses not to join the union.

Section 3. If a bargaining unit member is a member of the Union or if a bargaining unit member decides to join the Union, they may choose to have their Union membership dues and fees deducted from each paycheck provided they have signed an authorization for such deductions in a paper or electronic form acceptable to the University. The Union shall provide the University with the amount of Union membership dues and fees that a bargaining unit member who joins the Union must pay.

Section 4. Upon receipt of such signed authorization from an eligible bargaining unit member, the University shall deduct Union membership dues and fees from each paycheck. The University shall remit the dues and fees to the Union, together with an electronic list of names of the bargaining unit member from whom deductions were made. The electronic list shall contain the employee's name, ID number and the amount of dues/fees deducted, and gross wages

Section 5. Deductions shall commence for the first full pay period following receipt of the bargaining unit member's written authorization and shall continue unless affirmatively revoked in writing or email by the bargaining unit member. The University is not required to make retroactive deductions. In order for the deductions to be made, the authorization cards must be received by the University's designated representative by at least fourteen (14) business days preceding the payday when the deduction is to begin. The University shall cancel automatic payroll deduction at the end of the employee's active appointment, without the necessity of the employee's written revocation.

Section 6. The University shall electronically transmit to the Union within twenty-one (21) business days after the end of each month, all dues and fees deducted for that month in accordance with Section 4 above.

Section 7. The Union agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity or any action taken or not taken arising from any deductions made under this Article.

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Article 4

Grievance Procedure

Section 1. A grievance under this Agreement shall mean only a controversy or claim arising directly out of or relating to the interpretation, application or breach of a specific provision(s) of this

Agreement during the term of this Agreement or extensions of it. Decisions or judgments by the University related to all academic matters and policies shall not be subject to the grievance procedure. Grievances may be submitted by the Union.

Section 2 – Grievances by the Union

Step 1. A bargaining unit member, with or without a union representative, or the Union, may file a grievance in writing to the bargaining unit member's immediate supervisor within ten (10) working days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based. The parties shall attempt to resolve the grievance informally. The grievance shall cite the specific provisions of the contract alleged to be violated, the specific facts upon which the grievance is based, and the remedy requested. If the parties are unable to resolve the grievance informally, the person to whom the written grievance is addressed shall respond to the grievance in writing within fourteen (14) calendar days of the Union's submission of the grievance to them. If the person to whom the grievance is addressed does not respond within said fourteen (14) calendar days, the grievance shall be deemed denied and it shall automatically proceed to Step 2. Grievances involving Universitywide issues or grievances not resolvable by an immediate supervisor may be filed directly at Step 2.

Step 2. If the grievance is not settled at Step 1 or there is no response, it shall be presented in writing to the Associate Provost for Graduate Studies or their designee within fourteen (14) calendar days after the step 1 answer is received or should have been received if no answer was given; otherwise, the grievance shall be waived. The Associate Provost or their designee shall schedule a hearing on the grievance within fourteen (14) calendar days after they receive it and shall issue their written answer thereto within fourteen (14) calendar days after the hearing has been held. In the event no hearing is held, or no response is received, or if the parties have waived the hearing, the grievance shall be deemed denied, and the union may submit the grievance to arbitration as set forth in Section 4.

Section 3.

Arbitration under this Agreement shall be limited to grievances that have been timely processed through the grievance procedure.

a) If the grievance is not satisfactorily resolved at Step 2 in the case of a union grievance, the Union, and only the Union, and not any individual employee, may submit the grievance to arbitration. Such submission must be made within thirty (30) calendar days after the date that the Step 2 answer was received, or, if not received, the date it would have been due (i.e. 28 days after timely submission at Step 1). A demand for arbitration must be served in writing on the Labor Relations Connection and the Employer's Director of Labor Relations or designee by email or regular mail within this period as a condition for processing the demand and must include a copy of the grievance.

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b) The arbitration process shall be administered by the rules of the Labor Relations Connection unless otherwise mutually agreed.

c) The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific section(s) and Article(s) of the Agreement to the facts of the particular grievance presented to him or her. The Arbitrator shall be without authority to add to, subtract from or modify this Agreement or any supplement to it. Furthermore, the Arbitrator shall be without authority to consider or render decisions concerning any academic matters or any aspect of a bargaining unit member's status as a student. Only one grievance may be referred to and decided during a particular arbitration, unless otherwise agreed by the parties, in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later, unless otherwise agreed by the parties. The decision of the Arbitrator within his/her authority shall be final and binding upon the grievant, the Employer and the Union.

d) The cost of the fees of the Arbitrator and any transcripts shall be borne equally by the University and the Union.

Section 4.

Time is the essence of this article. Failure of the grievant to comply with any of the provisions of this Article shall be deemed to be a failure of a grievant's rights to seek resolution of the grievance under the terms of this Agreement. Time limits may be extended in writing by mutual agreement of the parties at any step of the process. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, if they have not been mutually extended, the grievance will be considered settled on the basis of the other party's written response. Failure by the University to reply to the grievance within the time limits, if not mutually extended, grants the grieving party the right to process the grievance to the next step of the grievance procedure.

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Article 5

Union Rights

5.1 The Union shall be permitted to post official union notices on the University bulletin boards, subject to established University regulation.

5.2 Pursuant to M.G.L. 150E § 5A, during each Graduate Student Orientation GSU representatives shall be afforded at least 30 minutes at an appropriate location and shall be provided basic technical resources to present and distribute materials.

5.3 The University shall make available to the Union all records relevant to negotiations of this Agreement and which are necessary for the proper enforcement of this Agreement. Such records include, but are not limited to, directory information (unless withheld at the individual's request or not maintained in the University's ordinary course of business) for bargaining unit members who agree to the release of their employment information, their academic department, known email address(s), matriculation date, mailing address(s), phone number(s); work department, office address (if available), and job classification.

All such information shall be provided within a reasonable time upon the Union's written request.

5.4 Following ratification, the University shall publish this Agreement, all of its ratified Memoranda of Understanding, and amendments to the same University webpage as the other union agreements are published at UMass Dartmouth.

5.5 Once each semester the University shall conduct an orientation for all new employees. The orientation may be in-person or virtual. The orientation may be part of an orientation scheduled for new students in addition to employees. Prior to such orientation, the University shall send written notification to all new employees and the Union of the orientation's scheduled date, time, and location. The University shall provide a virtual attendance option for every employee orientation. The University shall make all materials presented or distributed at the orientation available to all new employees. Employees must attend those portions of the orientation that graduate students are required to attend, regardless of whether they are in the bargaining unit. Note that lab orientations must be in person.

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5.6 UNION ACCESS TO BARGAINING UNIT INFORMATION

A. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), contingent upon the University's receipt of a unit member's FERPA release form as set forth in Section B below, the University will provide to the Union an electronic file, within four (4) weeks of the add/drop date each semester, containing the following information for each bargaining unit member:

Name

Net ID

Permanent and local street address, city, state, zip code,

Job title

Date of birth

Place of birth

Dates of employment

Dates of enrollment

Anticipated or actual date of graduation

Enrollment status

Department mail code

The Directory Email address

The Directory Telephone number

Employing department or program

Department or program in which unit member is enrolled

Position classification

Rate of pay for all pay codes, reported on the same basis as the pay period

This listing shall be provided to the Union at no cost. This listing shall include all members who were in the bargaining unit at any point in the intervening time since the production of the prior listing. If any item on this list is unavailable at the time of delivery, every effort shall be made to include this information in future lists. Information for bargaining unit members hired during the summer session(s) who submit a FERPA release form will be provided to the Union within two (2) weeks of receipt of the form.

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B. FERPA Communication and FERPA

Release.

Within, or as an enclosure to each unit member's appointment letter, the University shall provide a FERPA Communication and a FERPA Release Form as described below, either in paper format or a format where the Form can be completed and submitted to the University electronically, or if a paper form is sent, scanned and returned electronically. The initial version of the FERPA Communication and the FERPA Release form, and any changes to either document, shall be shared with the Union prior to its initial dissemination. The FERPA Communication and FERPA Release Form are attached to this agreement as Appendix A.

1. The FERPA Communication will include, at minimum, the following information:

    a. The Union is the exclusive bargaining representative;
    b. The Union has a legal obligation to represent the unit member when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment;
    c. In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act, and FERPA, which regulates the disclosure of certain information in a unit member's student records, the unit member will be asked to complete and sign the FERPA Release Form and return the form along with all other on-boarding paperwork, such as an I-9, etc.; and,
    d. Contact information of both the Union and the University for the unit member to raise any questions about the FERPA Communication and FERPA Release Form and/or how the information shared with the Union may be used.

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2. The FERPA Release Form will contain, at minimum, the following:
    a. An option for the unit member to waive their privacy rights under the Family Education Rights and Privacy Act (FERPA) and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the unit member, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the student worker.
    b. An option for the unit member to decline to waive their privacy rights under FERPA.
    c. Information about how a student may change their selection in the future.
    d. A statement that the failure to return the form will be considered as a decision to decline waiving that student's privacy rights under FERPA.
3. In cases related to Article 19, Discipline and Discharge, if the unit member has not permitted the disclosure of their non-directory information to the Union, the University, in accordance with the provisions of that Article, will inform the unit member that they are entitled to Union representation, and the University shall give the unit member the opportunity to voluntarily sign a FERPA Release Form.
4. The Union agrees that it will not re-disclose any personally identifiable information that it receives pursuant to this article without the prior consent of the unit member.

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Article 6

Management Rights

Section 1.

All management functions, rights, and prerogatives, that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, the right:

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

B. to recruit, appoint, transfer or layoff unit members and to determine and modify the size and composition of the work force;

C. to determine or modify the qualifications and responsibilities of unit members;

D. to determine the job description and requirements for unit positions;

E. to direct, assign, schedule and otherwise supervise unit employees

F. to train unit members

G. to establish new job classifications within the unit,

H. to establish and modify standards of conduct and to discipline or discharge unit members for just cause subject to Article 8, Discipline and Discharge;

I. to establish and modify the processes and criteria by which unit members will be evaluated in their work performance;

J. to establish and modify rules, regulations and policies;

K. to alter, extend, or discontinue existing equipment, facilities, and location(s)of operations;

L. to determine the academic calendar each year;

M. to determine class and section size;

N. to subcontract all or any portion of any operations

O. to take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the University's programs, services, and operations are to be conducted.

P. to determine and modify tuition and fees for all programs in which unit members are based and all matters affecting financial aid, which includes stipends

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Q. to determine and modify policies and financial costs and charges associated with University housing

R. to determine and modify what benefits will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the student costs for such coverage;

S. to select all insurance carriers and to change carriers from time to time

Section 2.

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

A. student admissions:

B. academic matters and policies; and unit members' progress as students, including but not limited to the completion of degree requirements;

C. who is taught, what is taught, how it is taught and who does the teaching

D. research methodology and materials;

E. external grants including application, selection, funding, administration, usage, accountability and termination;

F. the creation, elimination or modification of courses and curriculum;

G. instructional methods;

H. the content of courses, instructional materials, the nature and form of assignments required including examinations and other work

I. grading policies and practices;

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

Section 3

No action taken by the University with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement

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Section 4.

The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the University from exercising the same in some other way

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Article 7

Professional Rights

7.1 Employees shall receive appropriate acknowledgment of their projects or contributions to projects in such instances in which acknowledgment is customarily and publicly given by the University.

7.2 Research-based employees may participate in discussions with their supervisors, as well as with others working on the project, and are free to offer their own opinions and interpretations in such discussions.

7.3 Nothing in this Agreement shall curtail the academic freedom rights of employees, nor abridge the rights of academic freedom that the University enjoys or may allow to employees.

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Article 8

Discipline and Discharge

Section 1.

Bargaining unit members shall not be disciplined, suspended, or discharged from employment without just cause. Discharge, for purposes of this Agreement, shall mean the termination of a bargaining unit member's appointment prior to the expiration of that appointment. Discipline as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and not to determinations by the University to dismiss a bargaining unit member from the University or take an adverse action against a bargaining unit member for academic reasons, including but not limited to grades, academic assessments, and authorship decisions or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student in any category set forth in the Recognition clause cannot continue to serve as a bargaining unit member.

Section 2.

Neither Discipline nor Discharge includes the non-reappointment of a bargaining unit member or the failure to offer an employment appointment to a bargaining unit member or anyone else, nor does it include the layoff of a bargaining unit member due to lack of funds or loss of support, or performance evaluations or performance discussions and/or guidance.

Section 3.

Prior to the imposition of any discipline, an employee shall have the right to a meeting before the Provost's designee. The employee shall be provided written notice of the meeting and the reasons therefore at least ten (10) days before the scheduled meeting date, except where exigent circumstances warrant an earlier date. The University shall take into account the employee's responses at the meeting before issuing any disciplinary action. At the employee's request, a representative of the Union may be present to advise the employee at, or be copied on, any or all proceedings of the discipline procedure, including but not limited to written correspondence, meetings, interviews, investigations, and discipline issuances. Nothing in this article shall diminish an employee's Weingarten rights.

Section 4.

The University may place an employee on paid or unpaid administrative leave in order to investigate allegations of job-related misconduct or job-related deficient performance which warrant relieving the employee from all job duties or removing the employee from the premises.

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Article 9

Union-University Meetings

Upon written request of either party, representatives of the University shall meet with Union representatives once per semester/summer at mutually agreed upon times to discuss matters of concern. Such meetings shall not be for the purpose of discussing particular grievance cases or for the purpose of formally conducting negotiations on any subject. The party requesting the meeting shall submit a written agenda at least three (3) business days in advance of the meeting. The Union and the Employer may each have up to four representatives at the meeting.

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Article 10

Non-Discrimination

10.1 The University shall not discriminate against bargaining unit members with respect to matters covered by this Agreement based on any characteristic protected by law.

10.2 The GSU shall represent equitably all bargaining unit members without discrimination based on any characteristic protected by law.

10.3 Claims of discrimination or harassment on the basis of any protected category under federal, state or local law must first be filed under the Employer's internal discrimination and harassment complaint procedure, and then may be pursued through either the grievance and arbitration provision of this Agreement or through claims filed in appropriate federal, state, or local tribunals, but not both. Following the University's internal discrimination and harassment complaint procedure, if the Union or an employee elects to pursue any matter covered by this Agreement in any forum other than the grievance and arbitration procedure (Article 4), the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or the Grievance Article. For purposes of clarity, an employee or the Union may utilize only one of the aforementioned complaint procedures to complain of discrimination, harassment or bullying.

10.4 The University is fully committed to providing a safe and welcoming environment for all Employees, regardless of immigration status. Current support structures for international bargaining unit members, or reasonably equivalent ones, as determined by the University in its sole discretion, will remain in place. Except as required by law the University shall not infringe the privacy rights of bargaining unit members, without their express consent, in connection with any immigration investigation or proceeding.

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Article 11

Health Insurance

The University will pay 50% of the individual health insurance premium for the Student Health Insurance Plan then in effect, if any, for any semester a bargaining unit member is appointed to one of the following positions provided the employee submits the required paperwork in a timely manner.

Teaching Assistants (Teaching Assistants, Teaching Fellows, Studio Assistants,) who deliver or assist in the delivery of regular courses with approved contracts for 10 hours or more per week; and

Research Assistants (Research Assistants, Distinguished Doctoral Fellows, Doctoral Fellows, Distinguished Art Fellows) with approved contracts for 10 hours or more per week.

Receipt of the health insurance subsidy may have tax implications. For international students, the tax implications may depend on any tax treaty their countries have with the United States. In some cases, the University is required to withhold tax from the subsidy credit, and the unit member may therefore receive a smaller subsidy credit.

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Article 12

Workload and Work Year

The parties acknowledge that the specific hours worked each week will fluctuate for some graduate student assistants due to the nature of their work.

The work hours expectation for a full-time appointment to a non-hourly bargaining unit position is an average of 20 hours per week. The hours expectation for less-than-full-time appointments is proportionately less. The hours of work required to complete academic requirements are not covered by this contract and are not subject to bargaining.

Supervisors shall provide reasonable notice for the completion of Job tasks.

Assigned Job duties shall be reasonably accomplishable within the number of hours specified in an appointment letter.

As soon as it becomes known that a current Employee's workload may increase significantly, the employee's supervisor shall immediately send a written explanation to the Employee. At least two (2) weeks prior to the forecasted increase in workload, the supervisor and the Employee shall discuss and mutually agree upon reasonable adjustments to ensure that the Employee's workload will not exceed the number of hours specified in their appointment letter

Employees shall not be instructed, compelled, pressured, or required to work more hours, on average, than the number of required hours stated in their appointment letter, provided, however, this provision does not apply to academic work.

No hourly bargaining unit member shall work more than the hours specified in their appointment letter without prior approval of their supervisor.

Employees shall not be required to perform any task for the personal benefit of any agent of the University.

The hours of work required by a unit member to complete their academic requirements are not covered by this Agreement and are not subject to bargaining.

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Article 13

Working Conditions

Unit members shall have reasonable access at reasonable times to university facilities subject to the University's policy on access, the University's operational needs and any campus or facility closures. Access to desk space (private or shared) will be provided as necessary and appropriate and as physically available. The employee will initiate contact and work with the appropriate representative of their employing program, department, lab, or center (typically the employee's supervisor or employing program designee) to discuss space needs and access as may be necessary and appropriate pursuant to this section, including considerations of areas to keep personal belongings and food and beverages. Appropriate equipment as determined by the employee's supervisor shall be provided to Research Assistants in connection with their work responsibilities.

Private space, subject to availability as determined by the supervisor, may be provided to teaching based employees to meet confidentially with students.

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Article 14

Job Descriptions

The specific duties and responsibilities of each position are determined by the awardee's research supervisor or Department Chair.

Appointment letters for hourly paid graduate students appointed for a minimum of one semester set forth the requirements and terms and conditions of the position.

Job offers sent to current or potential employees, shall include notice that the position is represented by the Union and the employee is not required to join the union or pay an agency fee in order to accept the job.

The employee's supervisor(s) shall be responsible for providing initial and continuing training, as determined by the supervisor, needed to fulfill the employee's job responsibilities, including but not limited to teaching, research, and administrative training. The employee's supervisor(s), at their determination shall also be responsible for providing initial and continuing training on all equipment, technology, software, and hardware required to perform the employee's job-related duties.

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Article 15

Job postings & Assignments

Teaching Assistants: Teaching Assistantships (including Teaching Assistants, Teaching Fellows, and Studio Assistants,) are typically recommended by Department Chairs and appointed by the Associate Provost for Graduate Studies based on student background, knowledge and academic record. They are not always posted. When Department Chairs decide to post teaching assistantships, they will do so in their department, with a copy listed on the UMass Dartmouth Website or equivalent. Job postings will generically describe the duties and responsibilities of the position, the start and end dates, the eligibility requirements, the compensation and the application deadline. Details of the duties and responsibilities of the position are set forth in the bargaining unit member's appointment letter from the Associate Provost for Graduate Studies.

Research Assistants: Research assistantships, including Research Assistants, Distinguished Doctoral Fellows, Doctoral Fellows, Distinguished Art Fellows) are typically recommended by Principal Investigators or Graduate Program Directors and appointed by the Associate Provost for Graduate Studies. They are typically not posted. Details of the duties and responsibilities of the position are set forth in the bargaining unit member's appointment letter from the Associate Provost for Graduate Studies.

Hourly Graduate Students Appointed for a Minimum of One Semester: These positions are posted by the Student Employment office and describe the duties and hours of each position.

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Article 16

Time Off From Work

Bargaining unit members holding teaching-related positions shall observe the academic calendar.

Bargaining unit members in non-teaching-related positions are expected to be available throughout the period covered by their appointment. They may make mutually satisfactory arrangements with their supervisor for time off.

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Article 17

Leaves of Absence

Bargaining unit members will be entitled to all leave to which they are entitled pursuant to Massachusetts and Federal law. Jury duty, including compensation in connection with such duty, will be governed in accordance with Massachusetts law.

The University shall afford unit members, to the extent eligible, all parental or family and medical leave as required by law.

The University will comply with USERRA and any Massachusetts laws regarding military leave.

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Article 18

Immigration Leave

Unit members will be afforded release time for the purposes of attending a visa, immigration or citizenship status hearing, proceeding or appointment for themselves. Such unit members are expected to fulfill all of their academic work requirements. It is expected that an Employee will perform their Job duties before or after their immigration activities on any workday when such activities permit four (4) or more hours of Job work during standard business hours.

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Article 19

Employee Files

19.1 No material derogatory to an employee's conduct, service, character, or personality as it relates to employment shall be placed in an employee's file unless the employee is sent a dated copy at the same time. Academic and/or student matters, transcripts or documents are not considered part of employee files.

19.2 The employee shall have the right to submit a response to the statement. The employee's answer shall be included in the file.

19.3 Upon request, an employee shall be given access to their file in accordance with Massachusetts law.

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Article 20

Health & Safety

The University will comply with all applicable federal and state laws and the rules and regulations promulgated thereunder, that govern the conditions of health and safety in the workplace. The University may promulgate and enforce rules and regulations as it deems appropriate from time to time to provide for the health and safety of its employees and to ensure compliance with law or regulation. In accordance with applicable state or federal law, unit members shall not be required to work under unsafe conditions whenever such conditions have been brought to the attention of the Provost, or designee thereof, by the unit member(s) and the University has failed to exercise reasonable efforts to redress the complaint.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 2 of the grievance procedure set forth in Article 4 of this Agreement but shall not be processed to arbitration as provided in Article 4, Section 3 of this Agreement

A pre-condition to filing a grievance under this Article shall be the requirement that any issue that would be the grounds for filing a grievance must be presented to management within the time limit for filing grievances set forth in Article 4. Management for the purposes of this Article shall be defined as a supervisory individual, office or department that is not part of the bargaining unit. Failure of the Union to comply with this step shall result in the denial of a grievance and its ability to move forward.

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Article 21

Tuition Reimbursement

The University provides tuition credit for some bargaining unit members in accordance with its GUIDELINES FOR GRADUATE STUDENT ASSISTANTSHIPS AND FELLOWSHIPS, as promulgated or amended by the University. A copy of the current GUIDELINES FOR GRADUATE STUDENT ASSISTANTSHIPS AND FELLOWSHIPS shall be attached hereto as Appendix B.

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Article 22

Mileage

Bargaining unit members should discuss with their supervisor/Principal Investigator whether they will be required to use their personal vehicles for trips in connection with their appointment-related activities. The bargaining unit member and their supervisor/Principal Investigator should make suitable transportation arrangements in the event mileage reimbursement is not available.

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Article 23

Compensation

It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over scholarships/academic support, tuition or fees for graduate students, including the scholarships/academic support, tuition and fees of bargaining unit members, nor shall the University be obligated to negotiate over any financial matters for graduate students who are not members of the bargaining unit. The provisions of this Article only apply when a student is working as a member of the bargaining unit.

It is understood that stipends and hourly rates awarded by the University vary from position to position, and program to program based on funding sources. Amounts above the minimum may be paid and are established by the particular department or program offering the stipend and are not subject to collective bargaining.

The minimum stipend for a full-time bargaining unit research or teaching appointments or graduate assistant appointments for an academic year shall be increased as follows:

- by 5.5% on September 1, 2026
- by 2% on September 1, 2027
- by 1.5% on September 1, 2028

The minimum stipend for a full-time bargaining unit research or teaching appointments or graduate assistant appointments for an academic year, and the minimum hourly rate for graduate students appointed for a minimum of one semester shall be as follows:

Position	Min 9/1/26 (+5.5%)	Min 9/1/27 (+2%)	Min 9/1/28 (+1.5%)
Teaching Assistant, Doctoral	14,770	15,065	15,291
Teaching Assistant, Master's	12,660	12,913	13,107
Teaching Assistant, CVPA	10,761	10,976	11,140
Teaching Fellow, Doctoral	16,880	17,218	17,476

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Teaching Fellow, Master's	12,660	12,913	13,107
Teaching Fellow, CVPA	10,761	10,976	11,140
Instructional Assistant, Doctoral	14,770	15,065	15,291
Instructional Assistant, Master's	12,660	12,913	13,107
Instructional Assistant, CVPA	10,761	10,976	11,140
Studio Assistant	10,761	10,976	11,140
Research Assistant, Doctoral	17,408	17,756	18,022
Research Assistant, Master's	12,660	12,913	13,107
Distinguished Doctoral Fellow	25,320	25,826	26,213
Distinguished Art Fellows	17,935	18,294	18,568
Doctoral Fellow	21,100	21,522	21,845
Graduate Researcher, Doctoral	17,408	17,756	18,022
Graduate Researcher, Master's	12,660	12,913	13,107
Graduate Assistant	8,440	8,609	8,738
Hourly employees	$15.00 per hour	$15.00 per hour	$15.00 per hour

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Article 24

Savings Clause

If any section or provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of that section or provision and all other sections and provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. The parties shall bargain in good faith to add a provision that most closely resembles the intent of the invalid section or provision.

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Article 25

Handling of New Issues

Either party may request mid-term bargaining over mandatory subjects of bargaining that have arisen after execution of this Agreement and were not discussed during the bargaining that led to this Agreement. Resolution of mid-term bargaining disputes will be governed by Massachusetts Department of Labor of Relations decisions in effect when this Agreement was executed.

For the duration of this Agreement, supplemental changes as required by changes to law, executive order, or regulations will be negotiated by the Parties to the extent practicable and permitted by law, regulation and/or executive order.

Being a mutual agreement, this instrument may be amended, in writing, at any time by mutual consent.

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Article 26

No Strike/No Lockout

Section 1. During the term of this Agreement or any extension thereof the Union, its representatives, agents, and unit members will not call, condone, or engage in a strike, sympathy strike, slowdown, or withholding of grades or academic evaluations by bargaining unit members.

Section 2. Any unit member engaging in any conduct prohibited by this Article may be subject to disciplinary action in accordance with Chapter 150E Section 15 of the Massachusetts General Laws. Any such discipline shall not be subject to the Discipline and Discharge Article or the Grievance Article.

Section 3. The University may take any action authorized under law against the Union in the event it violates any provision of this Article.

Section 3. In the event that any unit member violates the provisions of Section 1, the Union shall as soon as practicable, inform such unit member(s) through all reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.

Section 4. During the term of this Agreement, or any extension thereof, the University agrees that it will not lock out any of the unit members covered by this Agreement.

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Article 27

Duration

27.1 This Agreement shall be in effect from September 1, 2026 through August 31, 2029. Six months prior to the expiration date, either party may notify the other in writing, either electronically or by United States post, of their desire to commence negotiations for a successor collective bargaining agreement.

27.2 Should a successor Agreement not be executed by September 1, 2029, this Agreement shall remain in full force and effect until the earlier of a successor Agreement being executed or the conclusion of impasse procedures.

Agreement between the University of Massachusetts Board of Trustees and the American Federation of Teachers graduate Student Union Local 6350,

Signed this 15th day of April, 2026

On Behalf of AFT Graduate Student Unit Massachusetts Dartmouth:

On behalf of the University of Local 6350:

Michael J. Murray, Esq.
Director of Labor Relations
University of Massachusetts Dartmouth

Deborah Majewski
Vice Chancellor for Human Resources
University of Massachusetts Dartmouth

Martin Meehan
President
University of Massachusetts

DocuSigned by:
John Dunlap
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8/24/2026 | 7:43:12 AM EDT

John Dunlap
Chief Human Resources Officer
University of Massachusetts

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APPENDIX A

Student Name
Address

RE: Membership in Graduate Student Bargaining Unit Due to Appointment as _____.
And FERPA Release To Allow Union Access to Certain Information or a Declination
Denying the Release of the Information

Dear------

As you know, you have received an appointment as a_____ (insert job title) effective (Insert Date). This position is in the bargaining unit of the Graduate Student Union, AFT Local 6835 (Union). The Union is the exclusive bargaining representative for certain graduate student positions. The Union has a legal obligation to represent the unit members when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment

The Union, under its collective bargaining agreement with the University may receive the following information about you each semester while you are employed in such a position provided you sign and return the attached FERPA Release form:

Name
Net ID
Permanent and local street address, city, state, zip code,
Job title
Date of birth
Place of birth
Dates of employment
Dates of enrollment
Anticipated or actual date of graduation
Enrollment status
Department mail code
The Directory Email address
The Directory Telephone number

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Employing department or program

Department or program in which unit member is enrolled in.

Position classification

Rate of pay for all pay codes, reported on the same basis as the pay period.

Some of the information above is non-directory and is protected from release under the Family Education Rights and Privacy Act (FERPA). Under FERPA, the information is considered confidential and private. The release of this information to the Union is for their representational purposes and would ordinarily be released to the Union under applicable labor law. However, due to the Federal FERPA statute, the information can only be released to the Union with your permission

If you consent to the release of your information to the Union, the Union will only use such information for the purposes for which the disclosure was made and may not disclose the information to any other party without your prior consent.

You have the option to decline to waive your privacy rights under FERPA or not. If you choose to decline the release of your information to the Union, please complete the appropriate section on the attached form declining to authorize release of your information and return it to _____. If you decide to allow the Union to access your information, please complete the section consenting to the FERPA release and send it to _____.

You may change your mind at any time and may either permit the release of your information in the future or revoke your previous consent and release. Any change must be in writing. If you, in the future, consent to the release of the information, you will be required to sign a FERPA Release form.

Please be advised that if you fail to respond to this letter and/or fail to return the FERPA Release form by ____ (DATE), your lack of response will be considered as a decision by you to decline waiving your privacy rights under FERPA.

If you have any questions for the Union, please contact-----. If you have any questions for the University regarding this letter, please contact---.

Sincerely,

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UMass Dartmouth

FERPA Release of Information Authorization

Or

Declination of Consent Form

Purpose: This form either authorizes the release of specific education records protected under the Family Educational Rights and Privacy Act (FERPA) to the AFT Local 6350 Graduate Student Union (Union) or refuses to provide consent to the release of the information to the Union. Completion of this form is voluntary. The student may revoke their authorization at any time by providing written/electronic notice of their revocation.

Student Information

- **Full Name:** _____
- **Student ID Number:** _____
- **Email Address:** _____
- **Phone Number:** _____

Recipient of Information

The Recipient seeking the information listed below is:

Graduate Student Worker Union Name: AFT Local 6350 Graduate Student Unit

Representative (if applicable): _____

Information Sought to Be Released

Name

Net ID

Permanent and local street address, city, state, zip code

Job title

Date of birth

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Place of birth

Dates of employment

Dates of enrollment

Anticipated or actual date of graduation

Enrollment status

Department mail code

The Directory Email address

The Directory Telephone number

Employing department or program

Department or program in which unit member is enrolled in.

Position classification

Rate of pay for all pay codes, reported on the same basis as the pay period.

Purpose of Disclosure

The information may be released for the following purpose(s):

- Representation, advocacy, or support related to my membership in the graduate student bargaining unit
- Employment-related matters connected to my graduate assistantship or student worker role
- Other (specify): _____

Duration of Authorization

This authorization if granted will remain in effect until:

- I submit a written revocation to the institution
- At the end of my current employment contract.

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Student Acknowledgment and Signature

Please Check One:

_____I authorize the release of my FERPA protected education records to the Recipient referenced above.

I acknowledge that:

- I am voluntarily authorizing their release.
- I understand that once information is released to the union, the institution is not responsible for how the information is used or further disclosed.
- I understand that I may revoke this authorization at any time by submitting a written request, but revocation will not affect information already released.

_____ I decline to grant access to any of my FERPA protected education records

I acknowledge that:

- I am choosing **not** to authorize the release of my FERPA-protected information to the graduate student union listed above.
- I understand that I may change this decision at any time by submitting a new written authorization.

Student Signature: _____ Date: