

Agreement Between  
University of Minnesota  
and  
Graduate Labor Union–United Electrical,  
Radio and Machine Workers of America  
Local 1105

Effective January 21, 2025 through June 30, 2027

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## **ARTICLE 1 – AGREEMENT**

This Agreement is entered into this 21st of January, 2025, by and between the University of Minnesota (hereinafter “the Employer”) and the United Electrical, Radio and Machine Workers of America, and its affiliate UE Local 1105 (UMN-GLU) (hereinafter “the Unioleaven”).

## **ARTICLE 2 – RECOGNITION**

For the purposes of employment as a Graduate Assistant, the Employer recognizes the Union as the sole and exclusive representative for the purposes of establishing wages, hours, benefits, and other terms and conditions of employment, for all Graduate Assistants (hereinafter “GA”) who are enrolled in a graduate program at the University of Minnesota and who are employed holding the rank of research assistant, teaching assistant, teaching assistant I or II, project assistant, or administrative fellow I or II, but, excluding undergraduate students, graduate student resident advisors, hourly graders who are not also employed as either research assistants or teaching assistants, graduate students not seeking UMN degrees, including visiting students, office clericals, managers, guards, and Supervisors as defined in the Bureau of Mediation Services (BMS) Case No. 23PCE1825.

## **ARTICLE 3 – DEFINITIONS**

1. “ACADEMIC YEAR (AY)”: The combination of fall and spring semesters within one fiscal year.
2. “APPOINTMENT”: A paid GA position.
3. “ASSIGNMENT”: The specific course, project, or set of tasks a GA is assigned to during employment.
4. “DAY(S)”: Calendar day(s), unless otherwise specified. Under Article 23, Leaves of Absence, a “day” is a calendar day regardless of the number of hours and cannot be split across multiple days.
5. “DPS”: Department, Program, or School within the University of Minnesota.
6. “EMPLOYER”: The University of Minnesota.
7. “FISCAL YEAR (FY)": One full year, beginning on July 1 and ending on the following June 30
8. “GRADUATE ASSISTANT (GA)” or “EMPLOYEE”: An individual who is enrolled in a graduate program at the University of Minnesota and has been hired into a position defined in Article 2, to carry out duties assigned by the Employer. The term “Graduate Assistant (GA)” or “Employee” does not apply to students enrolled in a graduate program who are not so employed by the University.
9. “GRIEVANCE”: A grievance is an allegation that the Employer has violated the terms and conditions of employment as set forth in this Agreement, University policy, or past practice.

10. “STANDARD HOURS”: The number of weekly work hours assigned to an employee’s job.
11. “SUBSEQUENT APPOINTMENT”: A subsequent GA appointment after an initial term at the discretion of the Employer.
12. “SUPERVISOR”: With respect to a GA’s work, any individual who, through independent judgment, hires, assigns work, evaluates the quality of work, completes work performance reviews, disciplines, and/or provides work oversight of the GA.
13. “UNION”: United Electrical, Radio and Machine Workers of America, its affiliate UE Local 1105 (UMN GLU-UE), and the GAs it represents.
14. “VISA AND IMMIGRATION PROCEEDINGS”: The administrative processing of a visa or scheduling of a visa interview. This process is initiated upon a GA’s request for required paperwork from the Employer and continues while awaiting response from government agencies.
15. INSTRUCTOR OF RECORD: A course designation determined by the Employer as outlined in the GA’s appointment letter.

## **ARTICLE 4 – UNION SECURITY AND CHECK-OFF**

### *Section 1. Dues Deduction Process*

The Employer shall provide the Union payroll deduction for Union dues or service fees for GAs who authorize the deductions in the amount designated in writing by the financial officer of the Union. The Employer will provide the union with an Excel template to use for reporting dues changes. The Union will collect dues deduction changes and submit a single file using the template provided that lists the data required by the payroll office to start, change, or terminate a deduction. This file must be received by the Tuesday of payroll close week (the week opposite pay day) in order for the deduction changes to take place on the next available paycheck. The Employer will remit the amounts deducted to the financial officer of the Union on a biweekly basis, no later than ten (10) calendar days following the pay date. The Employer will also send a complete editable digital list (.xlsx format) that includes as columns, each GA’s name, current wage rate, x500, FTE status, and the amount deducted from each GA.

The Union shall notify the Employer within ten (10) calendar days of receipt of any revocation received, and the revocation of payroll dues deduction shall be effective on the thirtieth (30th) calendar day after the notice provided to the Employer by the Union. The Union agrees to indemnify, defend, and render the Employer harmless for any action resulting from compliance with this provision.

### *Section 2. No Lockout*

During the term of this agreement, the Employer will not lock out any employee covered by it.

## **ARTICLE 5 – UNION RIGHTS**

### *Section 1. Union Access*

The Union and its agents, including but not limited to stewards, elected or otherwise designated local officers, UE field staff, and UE regional and national officers, shall have access to the Employer's public facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted. The Union shall have the right to communicate with members of the bargaining unit using their Employer-provided email addresses.

### *Section 2. Meeting Space*

The Union shall have access to meeting space on campus when such space is not otherwise in use. Requests may be made to the Employer for recurring meetings or other regular use by any agent of the Union for the purposes of administering this Agreement. The Union agrees to comply with all Employer regulations and policies regarding the reservation and use of such facilities.

### *Section 3. Bulletin Boards*

The Union shall be able to utilize any open bulletin board space in each academic building in compliance with University policies for such usage. The Union shall be permitted the use of these bulletin boards for posting materials pertaining to the conduct of Union business so long as such materials do not violate University Policy. Flyers will be posted in a way that does not deface the surfaces to which they are attached and not interfere with another flyer that has already been posted unless outdated. The Union will not affix stickers to any University surface.

### *Section 4. Communication*

Following ratification and approval by the parties, the Employer shall prepare a digital version of this Agreement, distribute it to the Union, and publish it on the Office of Human Resources (OHR) website.

### *Section 5. Stewards and Other Representatives*

So long as it does not preclude work duties and with advance written notice to their Supervisors if it would interfere with work duties, GAs elected or otherwise designated as stewards and local officers shall be permitted reasonable time to investigate, present, and process grievances on Employer property during regular work hours, provided that the Union has given the Employer's Office of Human Resources a list of stewards and local officers. The Union shall furnish a list of all stewards and local officers to the Office of Human Resources twice annually, during the fall and spring semesters and when new stewards and officers are added, changed or removed.

GAs elected or otherwise designated by the Union to represent it for the purposes of bargaining with the Employer shall be permitted reasonable time during regular work hours to participate in scheduled bargaining sessions with the Employer.

### *Section 6. New Employee Orientations*

IF a DPS offers New Employee Orientations (hereinafter “NEO”), union representatives shall be allowed thirty (30) minutes within the first thirty (30) calendar days of a GA’s employment to present to new employees at the NEO. A NEO shall be defined as any Employer-organized meeting pertaining to employment matters for incoming GAs. New GAs shall be given the opportunity to meet with Union representatives at such orientation, provided the DPS offers it.

The Employer shall notify the Union in writing of such orientations no later than ten (10) calendar days in advance. A shorter notice may be provided where there is an urgent need critical to the operations of the public employer that was not reasonably foreseeable. If an orientation is scheduled without sufficient advance notice to comply with this deadline, the Employer shall notify the Union as soon as the orientation is scheduled. The Union shall be allowed to distribute Union materials to GAs at such orientation. The Employer or its agents shall not require GAs’ presence elsewhere during this time.

If a DPS does not offer a NEO meeting, new GAs shall be allowed the opportunity to meet with the Union for thirty (30) minutes within the first thirty (30) calendar days of a GA’s employment. Such meetings may be held virtually.

## **ARTICLE 6 – BARGAINING UNIT INFORMATION**

### *Section 1. Information Shared with the Union*

To the extent permitted by the Family Educational Rights and Privacy Act (hereinafter “FERPA”), the Employer shall provide to the Union an electronic file every 120 calendar days containing the following directory information for each GA in the bargaining unit, provided the GA has not elected to suppress the information:

1. Name;
2. Department(s);
3. Job title(s);
4. Dates of employment;
5. Employing department;
6. Standard hours per week;

If the GA affirmatively consents to the disclosure of such information to the Union as provided for in Section 2 below, the Employer will also include the GA’s rate of pay, pay period, and pay basis.

This listing shall be provided to the Union in Excel (.xlsx) format at no cost every 120 calendar days. This listing shall include all GAs 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.

## *Section 2. FERPA Communication and FERPA Release*

Within, or as an enclosure to each GA's appointment letter, the Employer shall provide a FERPA Communication and a FERPA Release Form as described below, either in a fillable form which can be completed and submitted to the Employer electronically, or if a paper form is sent, scanned and returned electronically. The initial versions 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 will include, at minimum, the following information:

1. The Union is the GA's exclusive bargaining representative;
2. The Union has a legal obligation to represent the GA when they are engaged in bargaining unit work and 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;
3. In order to avoid any conflict between the Union's right to access this information, under the Public Employment Labor Relations Act (hereinafter "PELRA"), and FERPA, which regulates the disclosure of certain information in a GA's student records, the GA 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.;
4. Contact information of both the Union and the Employer for the GA to raise any questions about the FERPA Communication and FERPA Release Form and/or how the information shared with the Union may be used.

The FERPA Release Form will contain, at minimum, the following:

1. An option for the GA to waive their privacy rights under 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 Public Employment Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the GA, 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 GA;
2. An option for the GA to decline to waive their privacy rights under FERPA;
3. Information about how a GA may change their selection in the future.

## *Section 3. FERPA and Discipline/Discharge*

In cases related to Article 12, Discipline and Discharge, if the GA has not permitted the disclosure of their non-directory information to the Union, the Employer, in accordance with the provisions of that Article, will inform the GA that they are entitled to Union representation, and the Employer shall give the GA the opportunity to voluntarily sign a FERPA Release Form.

## *Section 4. Union Responsibilities*

The Union agrees not to use this information for any purpose other than internal Union administration and communication with these individuals. The Employer and the Union shall interpret and apply this Article in accordance with FERPA.

### *Section 5. Personal Data and Data Storage*

The Employer will only collect personal information on GAs insofar as it is necessary to comply with the law, administer pay and benefits, or conduct work-related activities. The Employer shall not share personal information of GAs with any third party except in situations such as those required-by contract, law, warrant, or other such legal obligation or to-administer pay, benefits, or other employment programs, or conduct work-related activities. The Employer and the Union shall use best practices to securely store all GA data. In the event of a data breach, the Employer shall follow applicable University policies for remedy and notification of impacted GAs. The Employer shall notify affected GAs of any suspected data breach, and necessary corrective steps in a timely manner.

### *Section 6. Personnel Files*

“Personnel file” shall be defined as documents maintained by the Employer reflecting a GA’s appointment to a position covered under this Agreement, revision or termination of such an appointment, appointment-related evaluations, or disciplinary action related to such appointment. Official personnel files shall be maintained by the Employer’s Office of Human Resources.

A GA may review their personnel file upon request. A GA has the right to place a written response to any documents in their personnel file. The Employer will provide any requested documents within seven (7) calendar days. Where the GA seeks review of their personnel file in relation to a grievance under Article 13, the Union steward or representative may be present at the review and examine the documents.

### *Section 7. Personal Data and Data Storage*

The Employer will only collect personal information on GAs insofar as it is necessary to comply with the law, administer pay and benefits, or conduct work-related activities. The Employer shall not share personal information of GAs with any third party except in situations such as those required by contract, law, warrant, or other such legal obligation or to-administer pay, benefits, or other employment programs, or conduct work-related activities. The Employer and the Union shall use best practices to securely store all GA data. In the event of a data breach, the Employer shall follow applicable University policies for remedy and notification of impacted GAs. The Employer shall timely notify affected GAs of any suspected data breach, and necessary corrective steps.

### *Section 8. Personnel Files*

“Personnel file” shall be defined as documents maintained by the Employer reflecting a GA’s appointment to a position covered under this Agreement, revision or termination of such an appointment, appointment-related evaluations, or disciplinary action related to such appointment. Official personnel files shall be maintained by the Employer’s Office of Human Resources.

A GA may review their personnel file upon request. A GA has the right to place a written response to any documents in their personnel file. The Employer will provide any requested documents within seven (7) calendar days. Where the GA seeks review of their personnel file in relation to a grievance under Article 13, the Union steward or representative may be present at the review and examine the documents.

## **ARTICLE 7 – EMPLOYER AUTHORITY AND SECURITY**

### *Section 1. Employer Rights*

The Employer retains the sole right to operate and manage all personnel, facilities, equipment, and operating supplies; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select and direct personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this agreement.

Items not specifically established in this Agreement remain under the Employer Authority.

### *Section 2. Employer Security*

During the term of this Agreement, the Union, its officers or agents, agrees to not engage in a strike.

## **ARTICLE 8 – NONDISCRIMINATION AND SEXUAL MISCONDUCT**

### *Section 1. Characteristics*

Neither the Union nor the Employer's respective policies or activities will discriminate against any GA based upon actual or perceived: race, creed, religion, national origin, marital status, familial status, color, sexual orientation, sex, gender identity or expression, age, disability, or veteran status. No supervisor shall coerce GAs to disclose any of the above characteristics. In the case of an investigation of discrimination, the claimant shall disclose the nature of the alleged discrimination. Employer policy or activities shall not discriminate or retaliate against GAs for Union activities or support or participation in a grievance or complaint whether formal or informal.

Medical conditions and HIV antibody status are protected under disability. Pregnancy and parental status are protected under sex and familial status. Caste discrimination is encompassed within the University's prohibition of discrimination based on race, national origin, and religion, and is therefore prohibited under Administrative Policy: *Discrimination*. For purposes of this Article, castes are rigidly hierarchical social classes that are assigned at birth based on one's family's caste, and cannot be changed during one's life. Caste systems are characterized by the inherited nature of one's caste, the practice of marrying within one's caste, and the presence of social barriers that apply to certain caste groups and are sanctioned by religion, law, or custom. Consistent with State and Federal laws and rules and University policy, immigration status and citizenship status are protected under national origin.

### *Section 2. Procedures to Address Discrimination*

The Employer shall, to the best of their ability, prohibit and prevent discrimination as defined in Section 1 and other forms of discrimination including behavior set forth in the University's Administrative Policy: *Discrimination*. GAs that experience discrimination shall have the right to proceed through the Employer's internal process. GAs shall have access to a Union Steward throughout the internal Equal Opportunity and Title IX (EOT) process. The Employer or Supervisor(s) shall not retaliate against any GA for reporting discrimination.

### *Section 3. Procedures to Address Sexual Harassment, Sexual Assault, Stalking and Relationship Violence*

The Employer shall, to the best of their ability, prohibit and prevent sexual assault, stalking, sexual harassment, and relationship violence. This includes all behavior set forth in the University's Administrative Policy: *Sexual Harassment, Sexual Assault, Stalking and Relationship Violence*. GAs that experience such misconduct shall have the right to proceed through the Employer's internal process. GAs shall have access to a Union Steward throughout the internal EOT process. The Employer or Supervisor(s) shall not retaliate against any GA for reporting sexual assault, stalking, sexual harassment, and relationship violence.

### *Section 4. Federal Regulations*

In the event that new Federal regulations regarding Title IX are implemented at any point during the life of the agreement, compliance with Federal regulations will supersede this Article.

## **ARTICLE 9 – INCLUSIVE WORK ENVIRONMENT**

### *Section 1. Accommodations for GAs With Disabilities*

The Employer will provide each qualified GA with a known disability with such reasonable accommodation(s) as are necessary for the performance of their employment functions, unless the accommodation(s) would impose an undue hardship as provided under the Americans with Disabilities Act.

Qualifying GAs are GAs who can perform the essential functions of the position with or without accommodations. Reasonable Accommodations will be determined through the interactive process. Such accommodations will be implemented in order to provide equitable access and equal opportunity.

### *Section 2. Gender Equity*

The Employer affirms its commitment and adherence to gender equity in accordance with Equity and Access: Gender Identity, Gender Expression, Names and Pronouns policy.

### *Section 3. Restroom Equity*

GAs shall have access to gender-affirming restrooms, including both gender-neutral and single-gendered restrooms.

### *Section 4. Religious Practice*

The Employer shall provide reasonable accommodations for religious beliefs of its GAs in accordance with University policy.

### *Section 5. Lactation Spaces and Time*

The Employer shall provide a reasonable amount of break time for a GA to express breastmilk each time such GA has need to do so in accordance with the University of Minnesota policy FAQ on Reasonable Accommodations for Pregnancy, Childbirth, Lactation, and Related Medical Conditions. The Employer shall provide a designated space, other than a public restroom, that is clean, shielded from view, and free from intrusion from coworkers

and the public, in proximity to the nursing GA's work location, which may be used for lactation, and will otherwise comply with all laws pertaining to breastfeeding. Lactation break schedules should be based on the needs of the lactating individual and the operation considerations of the University.

GAs planning to express milk during normal work hours should do so during scheduled work or lunch breaks already provided to the extent possible. Supervisors are expected to work with GAs to arrange schedules to allow for reasonable lactation breaks.

#### *Section 6. Required Training*

GAs shall be required to complete mandatory employment-related training(s) assigned by the Employer. This may include, but is not limited to, training topics such as preventing and responding to sexual misconduct; diversity, equity, and inclusion; and relevant safety training(s). Time spent to complete such training shall be on paid time.

Potential consequences of a violation of the Employer's Administrative Policy: *Discrimination* must be described on the University's Equal Opportunity & Title IX Office's (EOT) website. Information about the University's discrimination and sexual misconduct policies, information about reporting requirements, and the link to the EOT website must be communicated to all GAs and supervisors annually by email.

## **ARTICLE 10 – RESPECTFUL WORKPLACE**

#### *Section 1: Purpose*

The University shall, to the best of its ability, provide to all employees, including all GAs, a positive, respectful and productive work environment, free from behavior, actions, or language that disrespects, intimidates, threatens, humiliates, and/or is violent, abusive or hostile.

#### *Section 2. Scope*

This Article applies only to employment-related matters, which includes all matters relating to a graduate assistantship and any interaction between GAs and their GA supervisor(s) in the context of employment.

The normal exercise of supervisory responsibilities in the workplace such as work direction, performance management, and disciplinary action does not constitute disrespectful behavior if it is conducted in a professional manner. Conflict situations that remain professional do not constitute disrespectful behavior.

This Article does not apply to communications and behaviors directed towards classifications in Article 8 or any form of sexual misconduct>Title IX violations.

#### *Section 3. Responsibilities*

- A. Supervisors: Supervisors are expected to conduct themselves in a manner that demonstrates professionalism and respect for others in the workplace and in carrying out job duties, including in remote or virtual locations. Additionally, supervisors are expected to inform GAs for whom they are responsible of the expectations outlined in

this Article; achieve and maintain compliance with this procedure; and take timely and appropriate action when a complaint is made alleging violation of this procedure.

- B. Graduate Assistants: Graduate Assistants are expected to conduct themselves in a manner that demonstrates professionalism and respect for others in the workplace and in carrying out job duties, including in remote or virtual locations.
- C. Human Resources: Human Resources is responsible for evaluating and investigating formal complaints. Information on HR contacts shall be included in the appointment letter.

#### *Section 4. Expression in the Workplace*

Within the context of their GA appointment, GAs have the right to free expression in accordance with the Academic Freedom and Responsibility Section in Article 20.

Outside of a GA's appointment, they enjoy the same rights as non-GAs to organize and join political associations and to express opinions.

#### *Section 5. Complaint Procedures and No Retaliation*

**Problem Solving:** Employees and supervisors are encouraged to attempt to resolve on an informal basis, at the earliest opportunity, a problem that could lead to a grievance. If the matter is not resolved by informal discussion, or a problem solving meeting does not occur, it may be settled in accordance with the grievance procedure. Unless mutually agreed between the Employer and the Union, problem solving discussions shall not extend the deadlines for filing a grievance. The Union Steward shall present to the appropriate supervisor a written request for a meeting. If the supervisor agrees to a problem solving meeting, this meeting shall be held within fourteen (14) calendar days of receipt of the request. The supervisor, employee, Union Steward, and up to one (1) other management person shall attempt to resolve the problem through direct and forthright communication.

**No Retaliation:** Retaliation is prohibited against any GA who initiates a complaint, reports an incident that may violate this Article, participates in an investigation related to a complaint, or is associated or perceived to be associated with a person who initiates a complaint or participates in the investigation of a complaint under this procedure.

## **ARTICLE 11 – HEALTH AND SAFETY**

#### *Section 1. Intention*

The Employer shall provide GAs with a safe workspace, shall maintain policies, programs, and resources that ensure a safe workplace, and take all reasonable steps to ensure health and safety. Such reasonable steps include, in accordance with the requirements in Section 2, providing facilities, workspaces, equipment, and resources, as well as training in the safe and proper use of equipment necessary for the work. When health and safety concerns arise, the Employer will evaluate and determine, following the prescribed process in this article, whether reported health and safety conditions are deemed to be a hazardous condition to GAs and what, if any, corrective action(s) may be necessary.

Throughout the remainder of this Article, any reference to “imminent danger” or “hazardous condition” implies situations that have not been mitigated by appropriate safeguards.

Additionally, throughout the remainder of this article, when the phrase “health and safety” is used it refers to a GAs physical health and safety.

In accordance with Section 3, GAs shall not be required to work in conditions that pose an imminent danger to their health and safety, both at the physical workspace and during any work-related travel. GAs shall not be required to travel to locations in which their safety is threatened by local practices, policies, or laws, unless the travel is required for the assignment and stated in the appointment letter. The Employer maintains its rights under Article 7, this includes the authority to reassign personnel to alternative work locations in response to a health and safety hazardous condition or imminent danger, and the management of facilities.

### *Section 2. Compliance with Relevant Standards*

The Employer shall provide working conditions and workplace protections that meet Occupational Safety and Health Administration (OSHA) standards and all other applicable state and/or federal regulations governing workplace safety.

### *Section 3. Reporting of Hazardous Conditions*

When a GA reports conditions, they believe to be hazardous to their health and safety, the Supervisor shall evaluate the existing conditions and work to resolve the conditions, if necessary. If the hazardous conditions cannot be appropriately resolved at the Supervisor level or after fourteen (14) calendar days, the GA may provide a second report of the hazardous condition to the Supervisor. Upon receipt of the second report, the Supervisor must immediately report this hazardous condition to the Health Safety and Risk Management (HSRM) office. HSRM will evaluate the reported hazardous condition and prepare an evaluation with recommendations for resolution. Where the HSRM finds that a hazardous condition exists, the Employer shall take corrective action to provide a safe working environment in a timely manner and in accordance with the HSRM recommendation. In cases where there is an imminent danger to the GA, they shall not be expected to resume their work until appropriate corrective action is taken. The Employer shall update the aggrieved GA(s) detailing the corrective action(s) taken, unless the hazard is reported anonymously. In the case that GAs other than the reporter will be affected by the reported issues, the Employer shall immediately notify all affected GAs of the potential hazard and corrective actions taken. The Employer shall not retaliate against any GA for such reporting.

### *Section 4. Infectious Disease Prevention*

The University shall comply with the Center for Disease Control (CDC) or Minnesota Department of Health (MDH) requirements when pandemic conditions are present. This includes, but is not limited to, recommendations for indoor spacing and masking during local high transmission of SARS CoV-2. In the event of a disease becoming epidemic or pandemic, GAs shall have access to on-campus testing for that disease when such testing becomes available to the general public and within the constraints of supply availability. Additionally, within the constraints of supply availability, the employer shall provide necessary personal protective equipment (PPE) as required by public health agencies at no cost to the employee.

### *Section 5. Grievability of Health and Safety Matters*

Matters involving health and safety are grievable provided the GA has made the second report as outlined in Section 3. Any grievances filed under this section may be initiated no earlier than fourteen (14) calendar days after the GA has made the second report as noted in Section 3 and may only be appealed through step 3 of the Article 13 Grievance Procedure.

## **ARTICLE 12 – DISCIPLINE AND DISCHARGE**

### *Section 1. General*

No GA shall be disciplined or discharged except for just cause. In general, progressive disciplinary procedures will be used, which include oral warning, written warning, unpaid suspension, and discharge. However, the Employer may implement discipline or discharge consistent with the nature, seriousness, and frequency of the employee's actions.

For purposes of this Article “Discharge” shall mean the termination of an employee's appointment for reasons of job-related misconduct or job-related performance. Cancellation of an appointment for other operational reasons is provided for in Article 18, Appointment Security. Coaching and Letters of Expectations are not discipline and are not subject to either this article or the grievance procedure in Article 13. Coaching may include, but is not limited to instructions, directions, or prompting to the employee. Coaching provides feedback on job performance and is intended to be corrective and constructive.

It is recognized that appointments cease at the end of a designated period. The Employer's decision not to offer an appointment or subsequent appointment is not subject to the just cause standard and is not the same as discharge.

If the Employer notifies the GA that they will be discharged, the Employer shall notify the Union in writing within a timely manner.

### *Section 2. Employment Discipline Scope*

Employment Discipline as used in this Article refers to actions taken by the Employer to address job-related misconduct and/or job-related poor performance. Discipline as used in this Article excludes any actions taken to address violations of student policies that arise outside the context of a GA's employment. Since GAs have separate employment and student statuses, academic performance, academic discipline, and violations of student policies may not be used to evaluate employee job performance.

### *Section 3. Job Performance Feedback*

GA Supervisors are encouraged to have meaningful conversations with GAs regarding their job performance as a graduate assistant. When job performance issues arise, supervisors are encouraged to use coaching and performance improvement plans, if possible, to improve job performance. GA Supervisors are encouraged to give GAs job performance evaluations in accordance with DPS requirements.

### *Section 4. Paid Administrative Leave*

The Employer may place an employee on paid administrative leave without prior notice in order to investigate allegations of job-related misconduct or dereliction of duty which, in the judgment of the Employer, warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises. Being placed on administrative leave is not itself a disciplinary action and does not require the presence of a Union representative.

### *Section 5. Representation and Notification*

A GA shall have the right to have a Union steward or representative present whenever the GA is to be disciplined or interviewed regarding events or behavior that may lead to possible

future discipline. The Employer shall notify the GA of that right before informing the GA of the disciplinary action or the interview. In the event a Union steward is not immediately available, the Employer shall wait no longer than two (2) calendar days until a steward is available before proceeding with any disciplinary action or interview. In the case of such an event taking place on a Friday, the employer shall wait until the following Monday for a union steward to be present. In an emergency situation, the Employer may take immediate action pending further investigation. Such emergency actions are subject to Article 12 section 4. A GA may request a translator, interpreter, or other language/communication aid present whenever the GA is to be disciplined or interviewed by the Employer at the Union's expense, but such request shall not be grounds to delay the disciplinary meeting or interview. Employees shall have access to pre-existing disability accommodations during disciplinary meetings or interviews. If the Employer notifies the GA that they will be suspended or discharged, the Employer shall notify the Union in writing within twenty-four (24) hours provided the employee has signed a FERPA consent form to release such information.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

### *Section 1. Intention*

Grievance is defined in Article 3 Definitions. The grievance procedure is designed, and it is the intention of the parties hereto, to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest step possible. Grievances shall be taken up as follows.

### *Section 2. Adjustment of Grievances*

An effort shall first be made to adjust an alleged grievance informally between the GA (and their Union steward, if so desired) and the immediate Supervisor.

Step 1: If the grievance is not resolved through informal discussions, a steward shall, within thirty (30) calendar days following the time at which the aggrieved party could reasonably have been aware of the grievance, commit the grievance to writing and describe the nature of the dispute, contract articles, regulation, or policies allegedly violated and the remedy sought. The grievance must be sent via email to the Head/Chair of the DPS, with a copy to the Office of Human Resources. The Head/Chair of the DPS, or designee from within the DPS, shall meet with the Union within fourteen (14) calendar days of receipt of the written grievance, and shall provide a written decision of the grievance to the parties within fourteen (14) calendar days of the meeting. The written decision shall state whether the grievance has been granted or denied and include the following:

1. A statement of the grievance;
2. The alleged articles, regulations, or policies violated;
3. The remedy sought.

The parties agree that grievances, responses, and appeals are considered filed on the date that they are sent by a party via email or mail if requested.

Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the dean of the school or college, provided such appeal is made in writing within seven (7) calendar days after receipt of the decision in Step 1. If a grievance has been appealed in Step 2 as described above, the dean or designee shall set a mutually satisfactory time to meet regarding the grievance to be held within fourteen (14) calendar days after receipt of the appeal. Within fourteen (14) calendar days after the meeting, the dean or designee shall issue a written decision to the Union and the grievant(s).

Step 3: In the event the grievance is not resolved in Step 2, the decision may be appealed to the Vice President of Human Resources or designee, provided such appeal is made in writing within fourteen (14) calendar days after receipt of the decision in Step 2. If a grievance has been appealed to Step 3, as described above, the Vice President of Human Resources or designee shall set a mutually satisfactory time to hear the grievance within fourteen (14) calendar days after receipt of the appeal. Within fourteen (14) calendar days after the meeting, the Vice President of Human resources or designee shall issue its decision in writing to the parties involved.

### *Section 3. Representation*

Any aggrieved GA may be represented at all stages of the grievance procedure prior to Step 3 by themself or, at the Union's option, by a Union steward selected by the Union. The Union shall have the right to be present at all steps as a party of interest. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement.

### *Section 4. Notification of Stewards*

The Union shall furnish the Employer with a full list of Union stewards as soon as they become available. The Union shall also inform the Employer of any changes to the stewards list as they become available.

### *Section 5. Time Limits*

Failure to appeal a grievance from one step to another within the time periods provided in Section 2 shall constitute a waiver of the grievance. By mutual agreement, the parties may extend any and all time limits.

### *Section 6. Employer Time Limits*

If the Employer fails to give a decision within the prescribed time limits under this Article, then for purpose of appeal timelines, the decision will be deemed to have been issued on the respective deadline, and the Union shall be able to proceed with the appeal to the next step if filed by the deadline called for by the next step. Notwithstanding this provision, the Employer fully accepts its good faith obligation to process grievances, confer with the grievant(s) and their Union representatives, and issue written decisions in accordance with the procedure described under this Article.

### *Section 7. Emergency or Grievances of a General Nature*

Grievances of a general or emergency nature or grievances affecting a class or group of GAs may be initiated at Step 3.

### *Section 8. No Retaliation*

Neither the Employer nor any of its faculty, staff, administrators, or other employees shall retaliate in any form against a GA for participating in a formal or informal grievance procedure, or for the exercise of rights guaranteed by this Agreement.

## **ARTICLE 14 – ARBITRATION**

### *Section 1. Request*

The Union may submit a grievance to arbitration provided that a written notice of intent to arbitrate is delivered to the Office of Human Resources within thirty (30) calendar days following receipt of the decision in Step 3 of the grievance procedure.

### *Section 2. Selection of Arbitrator*

Within fourteen (14) calendar days of the submission of a request to arbitrate, the Union must request the Bureau of Mediation Services to submit a panel of seven arbitrators. Within fourteen (14) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The parties shall promptly notify the arbitrator of their selection. Within thirty (30) calendar days of the selection of an arbitrator, the parties must have a hearing date scheduled. The Employer shall comply with its obligations under this article. The parties may mutually agree in writing to waive these deadlines. If the Union fails to meet any of the deadlines in this section, the grievance will no longer be arbitrable. Delays that are outside of the Union's control (e.g., the availability of an arbitrator) and lead to the failure to meet any of the deadlines in this section will not affect the ability of the grievance to be arbitrated.

### *Section 3. Hearing*

The grievance shall be heard by a single arbitrator. Both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

### *Section 4. Decision*

The arbitrator so selected shall confer with the Employer and Union representatives, hold hearings promptly, and issue their decision not later than thirty (30) calendar days from the date of the close of the hearings or, if written briefs have not been waived, from the date the final briefs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall not have power to alter, add, or detract from the specific provisions of the Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding on the parties.

### *Section 5. Expenses*

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Employer and the Union. Any other expenses incurred shall be paid by the party incurring the same.

## **ARTICLE 15 – APPOINTMENT DUTIES AND SCOPE OF WORK**

### *Section 1. Appropriate Scope of Work*

GAs covered by this Agreement are expected to assist in work that advances the research, teaching, service, and professional development mission of the Employer. The Employer reserves the right to assign employees those duties and responsibilities. The scope of work of individual assignments shall be included as part of the appointment letter, job description, and/or job classification.

### *Section 2. Inappropriate Work*

GAs shall not be required to perform personal non-work-related tasks for the supervisor that do not advance the mission of the Employer.

## **ARTICLE 16 – APPOINTMENT POSTING**

### *Section 1. Definition of Open Position*

When positions covered by this Agreement have not been pre-assigned to incoming students upon admissions or are not continuing as part of an ongoing or previous teaching, research, or other relationship between a faculty member and a GA or current graduate student, these positions are classified as ‘open positions.’

### *Section 2. Open Position Website*

Open positions shall be posted on the University of Minnesota, Office of Human Resources employment website. The Employer will issue periodic notices to employing units informing them of the website location and posting process.

Postings will provide the following information regarding the open position:

1. Position title and classification;
2. Expected starting date and termination date;
3. Expected supervisor and/or supervisory unit;
4. The assigned course or lab assignment, where applicable and when known;
5. Brief description of the required duties; including any supervisory or additional duties (e.g., maintaining facilities, editing/proofreading, organizing and hosting events);
6. Basic and preferred qualifications, and eligibility and selection criteria;
7. Work location;
8. Expected pay rate or range;
9. Expected pay frequency;
10. Anticipated work schedule, including known or estimated deadlines;
11. A statement that the position is covered by this Agreement;
12. Information about how to apply for the position;
13. Deadline for applying;
14. Statement on nondiscrimination.

### *Section 3. Timelines*

Open positions shall remain posted and open for applicants for no less than five (5) calendar days, except in emergency situations. For the purpose of this Article, an emergency situation is one in which the beginning of the appointment period must begin less than five (5) calendar days after the position is posted. The Employer shall remove the open positions within five (5) calendar days from when the department is no longer seeking new applications.

## **ARTICLE 17 – APPOINTMENT AND SUBSEQUENT APPOINTMENTS**

### *Section 1. Written Letter of Appointment and Appointment Terms*

The Employer reserves the right to establish appointment terms. A DPS may establish appointment terms for a semester, academic year, or academic year(s). Every appointment of a GA shall be made by the Employer in writing and outline the basic terms and conditions of the appointment to the extent known at that time. The appointment terms in the provided letter will be maintained unless the individual's employment is terminated pursuant to the provisions of Article 12, Discipline and Discharge of this Agreement. The content and process for admissions to graduate programs letters are separate from GA appointment letters, as they are for academic purposes and not subject to this agreement.

### *Section 2. Appointment Timelines*

For all GAs, the Employer shall send via email (unless the GA cannot receive emails) a written letter of appointment within a reasonable period of time in advance of the appointment starting date, preferably no later than 14 (fourteen) days prior to the commencement of the appointment term, recognizing that some DPSs may not be in a position to send such a letter that early due to uncertain funding or other legitimate reasons. In such cases, the DPS will send out the appointment letter as soon as practicable prior to the commencement of the GAs appointment. It is understood by both parties that in certain circumstances beyond the Employer's control (such as, for example, a background check has not been completed or received in a timely manner, or failure to meet I-9 documentation requirements) that appointment start dates may need to be delayed.

In the case of international GAs seeking a letter of appointment for the purposes of visa and immigration proceedings, the DPS will work collaboratively with the GA to help them receive an appointment letter—or any other required documents—as soon as is practicable.

### *Section 3. Content of Appointment Letter*

The letter of appointment shall include the following information. In addition, a GA's Supervisor may offer additional information. It is recognized that the Employer can establish additional content for appointment letters as it deems appropriate and necessary.

1. Appointment title(s);
2. Effective starting date and, if known, termination date;
3. Employing department;
4. The faculty member(s) and/or Supervisor(s) to whom the GA will report, along with their contact information and expected frequency of meetings, if relevant;
5. For teaching appointments, the anticipated name of the course, and a general description of required duties;

6. For research appointments, a brief description of the required research or lab duties;
7. For all other appointments, a brief description of required duties;
8. A description of any expected or potential supervisory duties;
9. Any mandatory employment meetings known at the time of the appointment letter;
10. Work location, including building and room, if already known;
11. Expected work schedule. The parties recognize schedules and locations may change.
12. Job classification;
13. Amount of compensation or hourly pay rate;
14. Tuition benefits information.
15. Payment schedule hyperlink;
16. Applicable payroll contact(s).
17. A hyperlink to the benefits related to the appointment;
18. Response and/or acceptance timeframe requirements, if any;
19. A statement that the position is covered by this Collective Bargaining Agreement and a description of where the CBA can be located on the Employer's website or hyperlink to the CBA;
20. A FERPA Communication and FERPA Release Form and/or hyperlink to the form as set forth in Article 6 of this Agreement.

#### *Section 4. Supervisor Meeting*

A GA's direct Supervisor (PI or teaching instructor) or their designee shall provide the GA with all necessary information regarding responsibilities and expectations of the appointment. If requested by the GA, the Supervisor shall have an in-person or virtual meeting with the GA prior to the start of appointment or within the first few weeks of appointment to clarify any responsibilities or expectations.

#### *Section 5. Minimum Term*

Appointment to a GA position shall be for a minimum term of the respective semester if the position is offered before the respective semester begins, with semester understood to be Fall semester, Spring semester, or any Summer session. If a GA's employment is terminated under the terms of Article 12, the minimum term of appointment and other terms outlined in the appointment letter is null and void. For positions offered during the duration of a semester, appointment shall be for a minimum term extending through the end of the semester in which the GA was appointed. Nothing in this Article shall prevent or discourage the Employer from making appointments that exceed one (1) semester.

#### *Section 6. Subsequent Appointments Notification*

When a DPS finishes sending letters of appointment to GAs following the procedures laid out in Sections 1 through 5 of this article, it shall notify all GAs who held appointments in the previous term and who remain eligible for GA positions, regardless if they have been hired to a subsequent appointment that appointment letters have been sent in that DPS. It is recognized that the sole remedy for any grievance arising from this Section is to provide notice to the GA at the University email address on file with the employer.

## **ARTICLE 18 – APPOINTMENT SECURITY**

#### *Section 1. Canceled Teaching and Instructional Assignments*

If a course or section assigned to a GA is canceled due to insufficient enrollment or any other reason, the DPS shall notify the GA as soon as practicable in advance of the course cancellation. In such cases, the GA shall be offered an alternative assignment covered by this collective bargaining agreement with the same appointment percentage as their original appointment, unless the GA declines the new assignment and/or resigns from their appointment. If a GA declines a new assignment under this section, it will be considered a resignation and the appointment will end.

### *Section 2. Canceled Research and Administrative Assignments*

If the assignment of any research assistant, project assistant, or administrative fellow (I or II) is canceled before the end of the employment period, for reasons such as, but not limited to, changes in funding or the unexpected departure of a faculty member to whom the GA is assigned, the DPS will provide an alternative assignment covered by this collective bargaining agreement with the same appointment percentage as the original appointment, unless the GA declines the new assignment and/or resigns from their appointment. The DPS shall give the GA notice of any cancellation of an RA appointment as soon as practicable.

### *Section 3. Grievability*

Insofar as the reassignment process is in accordance with Section 1 and Section 2 of this article and the work required of the GA is in accordance with the rest of this agreement, the cancellation of assignments under this article is not subject to the grievance procedure.

## **ARTICLE 19 – WORKLOAD**

### *Section 1. Hours of Work*

Members of the bargaining unit have separate employment and student status, therefore time spent by a GA on coursework as a student is not subject to this Article. No GA shall be compelled, pressured, or obligated to work on a continued basis more than the hours equivalent to their percentage appointment. The parties recognize that the content and number of hours of work assigned to a GA may vary from week to week. It is understood that bargaining unit members are engaged in professional activities of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment will vary. Whenever practicable, the DPS shall give advance notice of anticipated variance of content and number of hours to the GA.

### *Section 2. Workload Adjustments*

Any GA who believes their assigned workload cannot reasonably be completed within the time limits specified may bring such concerns to their Supervisor for discussion and appropriate action. The Supervisor shall discuss such concerns and, as warranted, make and document adjustments to workload requirements. If a GA is not satisfied with the corrective measures taken by their Supervisor, or if they believe that their job duties are still not commensurate with their appointment letter, the GA may contact their local human resources office to seek resolution and if not resolved may file a grievance under the terms outlined in Article 13 of this Agreement.

### *Section 3. Appointments and Full-Time Equivalency*

The appointment level shall be based on the appointing DPS's determination of the amount of time it should normally take to perform the assigned duties. For example, a 0.5 Full-Time Equivalency (FTE) is an average of 20 hours per week over the term of an appointment and a bargaining unit member appointed at 0.5 FTE will not normally be expected to work more than 20 hours per week on GA employment duties on a continual basis.

### *Section 4. Regular Work Hours*

As a general principle, obligations of assigned positions should be met primarily during regular work hours (weekdays from 8:00 AM to 4:30 PM), with any potential exceptions specified in the appointment letter. The Union acknowledges some work obligations will fall outside of these hours, such as evening and/or weekend classes, laboratory responsibilities that must be attended to on nights and weekends, and in-person or remote field work (including work performed in other time zones), and related travel that must be attended to outside of regular work hours.

### *Section 5. Mandatory Meetings*

Any work-related matters inclusive of assignment, work communications, required training, orientation, required meetings, or required conferences shall be included in the total workload for the appointment period. When feasible, the employer shall schedule meetings required as a condition of employment during regular work hours, with any potential exceptions specified in the appointment letter. If the meeting is to take place somewhere other than the GA's regular worksite, they will be given advance notice of said meeting.

### *Section 6. Office Hours and Class Preparation*

Required office hours for any teaching assistant, teaching assistant I, or teaching assistant II appointment shall be included in the total workload for the appointment period. The schedule of office hours shall be decided by the GA, unless otherwise stated in the GA's appointment letter or as may be required to address unexpected teaching and learning needs that arise during the employment period, in which as much advance notice as possible will be provided. Hours assigned by the supervisor for special preparation for teaching sections shall also be included in the total workload for the appointment period.

## **ARTICLE 20 – PROFESSIONAL RIGHTS**

### *Section 1. Professional Latitude in Performing Work*

GAs shall have reasonable latitude in exercising their professional judgment within their area of expertise and in deciding how best to accomplish their job duties within the scope of directions given by their individual Supervisor.

### *Section 2. Office Space*

If a GA requires office space to fulfill job responsibilities (e.g., preparing for class, advising, meeting with students, performing research or similar tasks as required), access to reasonable office space will be provided by the Employer to the extent that such office space exists. Access to conference rooms will also be provided as necessary and available. The GA will initiate contact and work with the appropriate representative of the Employer to identify and confirm space as may be necessary and appropriate pursuant to this Section.

### *Section 3. Changes in Work-Related Office, Research, or Teaching Location*

If a GA's work-related office, research, or teaching location is to be moved or if there is a substantial alteration of the GA's workspace, the GA will be notified at least thirty (30) calendar days before the move or alteration. In circumstances where it is not possible to provide thirty (30) calendar days' notice, notice shall be given as soon as possible.

### *Section 4. Remote Work*

A GA may request a remote work arrangement. Supervisory approval is required for all remote work arrangements. GAs seeking remote work outside of the State of Minnesota (including internationally) shall first seek approval from their Supervisor and their unit HR professional. A Supervisor may modify a remote work arrangement based on the needs of the DPS. GAs may seek remote work as part of reasonable accommodations for disabilities according to procedures set forth in Article 9, Section 1. Not all positions are eligible to work out-of-state or internationally. GAs are expected to comply with all University data security requirements regardless of where they are working. The GA is responsible for the cost of adequate internet and phone service when working remotely, unless prohibited by state or local law. Working fully or mostly outside of the State of Minnesota or internationally may impact items such as health benefit options, visa sponsorship, and taxes, and the GA is solely responsible for any consequences arising from GA initiated remote work.

Requests for supplies, materials, equipment and/or software at a remote work location are subject to supervisory approval. GAs who work remotely may request assistance from UMN's Information Technology (IT@UMN) office with regard to internet access and other technical support in accordance with the Employer's policies and procedures.

### *Section 5. Access to Tools and Supplies*

The DPS will provide, without charge, and in the GA's primary work location, appropriate tools and other resources necessary for the fulfillment of the GA's essential assigned work obligations as deemed necessary by and with the approval of the supervisor. This includes but is not limited to the following:

1. Office equipment for essential job functions;
2. Access to a computer and printer if necessary for essential job functions;
3. Desk and/or work surface;
4. Office supplies;
5. Any required books, equipment, and/or software necessary for essential job functions;
6. GAs with teaching assignments shall receive instructor copies of textbooks required by the course they are assigned to upon request, rather than student copies, if available;
7. Per Article 20, Section 2, office or conference room space may be made available if office hours are required;
8. In the event space is needed for sensitive conversations with students as part of their employment duties, GAs will be able to make arrangements through the DPS for access to such space;
9. Secure space for storage of grading and teaching materials;
10. After-hours and weekend access to buildings as required for job functions and with approval of the supervisor;
11. For instructional appointments, a syllabus for that course and access to course materials.

Use of University tools and supplies should be for work purposes only. In the event a GA would like to have additional tools and supplies, supervisory approval is necessary prior to purchase.

#### *Section 6. Expenses and Reimbursement*

Work-related expenses and reimbursements will be available to GAs in accordance with the Employer's travel and business expense policies. A GA who incurs business or travel expenses while conducting University business shall not be required to use personal funds. If a GA has previously not complied with the Employer's travel and business expense policy, alternative mechanisms for handling business and travel expenses will be used as outlined in the Employer's policies. GAs are encouraged to obtain pre approval for all business or travel expenses that are required by their unit. If a GA uses personal funds in furtherance of University business, they shall be reimbursed as outlined in the Employer's travel and business expense policies. Business and travel expenses, including allowability for charging to University funds, are outlined in University policies governing business and travel expenses. Supervisors shall not require GAs to pay for the supervisor's personal non-business expenses. The Employer shall communicate their business expense and travel policy and expense pre-approval procedure to GAs each academic year via email.

#### *Section 7. Intellectual Property Rights*

##### **General Application of Policies.**

GAs acting in their capacity as employees shall have the same intellectual property rights as faculty and staff employed by the Employer pursuant to Employer's policies, specifically *Board of Regents Policy: Commercialization of Intellectual Property Rights*, and *Board of Regents Policy: Copyright*. Under the *Copyright Ownership* policy, GAs who serve as teaching assistants shall be University employees who have a "faculty-like" appointment as described in that policy.

##### **Inventorship.**

GAs acting in their capacity as employees who contribute to or create an invention that qualifies them as an inventor under U.S. patent law shall comply with and receive the benefits of the *Board of Regents Policy: Commercialization of Intellectual Property Rights*.

##### **Student-created technology or authorship of copyrightable works.**

The Employer's policies addressing student created technology and works shall apply when GAs are not acting in their capacity as Employees of the Employer.

##### **Net Income Distribution.**

The Employer shall distribute net income it receives from commercializing a technology to the inventors of the technology pursuant to *Board of Regents Policy: Commercialization of Intellectual Property Rights*.

##### **Authorship.**

Authorship on publications and presentations stemming in part or whole from the work of one or more GAs shall justly reflect the contributions, as defined by the Contributor Roles Taxonomy (CRediT), of those GAs, and be agreed to by those GAs as well as all other authors.

The Employer shall not engage in any form of retaliation against a GA who engages in a good faith effort to assert their intellectual property and authorship rights.

#### *Section 8. Academic Freedom and Responsibility*

The Employer affirms the principles of academic freedom and responsibility, in accordance with the Board of Regents Policy: *Academic Freedom and Responsibility*, which enumerates:

Academic freedom is the freedom, without institutional discipline or restraint, to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak or write on matters of public concern as well as on matters related to professional duties and the functioning of the University.

Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that when one is speaking on matters of public interest, one is not speaking for the institution.

#### *Section 9. Other Work*

The Employer, including Supervisors and DPS staff, may not prevent GAs from earning additional income as long as it does not conflict with their duties as a GA, does not pose a conflict of interest, and does not violate University policy.

## **ARTICLE 21 – TRAINING AND PROFESSIONAL DEVELOPMENT**

#### *Section 1. Mandatory Training*

The Employer shall provide work-related training that it deems necessary in order for a GA to safely fulfill their work duties at no cost to the GA. All such work-related training shall be considered part of the required workload/working hours of the GA. Notification shall be provided to the GA of mandatory training as soon as practical once such new or additional training is set.

#### *Section 2. Optional Training*

GAs may request to attend optional on-campus professional development opportunities available to GAs. If a GA believes that these or other outside training can enhance their work, they may propose attending such training to their immediate Supervisor for consideration. If approved, such training will be at no cost to the GA and be considered part of their required workload/working hours.

If the Union notifies the Employer regarding the need for GA-specific professional development opportunities beyond those already offered, the Employer shall consider such opportunities and if deemed suitable, make reasonable attempts at providing such opportunities or providing access through other means (e.g., arranging access to attend opportunities at other universities or community providers).

## **ARTICLE 22 – INTERNATIONAL EMPLOYEE RIGHTS**

#### *Section 1. Intention*

The Employer fully commits to providing a safe, inclusive, and equitable work environment for all GAs, regardless of immigration or citizenship status to the extent permitted by law. The Employer will assist GAs under F-1 and J-1 visas sponsored by the Employer to navigate the immigration process and will provide, when sought by the GA, information with respect to their rights and responsibilities, the rules and regulations governing their immigration status, and travel out of and re-entry into the United States. The Employer shall also provide the necessary paperwork for spouses and minor children of GAs seeking a derivative F-2 or J-2 visa status after receiving the appropriate supporting documentation from the GA, provided that the principal visa holder is sponsored by the Employer. However, the Employer cannot and will not provide legal advice to international GAs.

The Employer affirms its commitment to supporting international Employees admitted under other immigration statuses by directing them to ISSS-determined resources.

#### *Section 2. Flexibility for Work in Case of Immigration Related Matters*

The Employer shall make reasonable effort to accommodate reasonable requests of the GA's schedule during visa and immigration procedures provided the GA has made such request(s) with sufficient advance notice. This may include adjusting work hours, providing flexibility in work arrangements, or allowing for remote work when feasible. Such requests must be permitted by law and University policy and follow the prescribed process for requesting to work remotely for a limited period of time and receiving the necessary approvals as outlined in Article 20, Section 4.

The Employer shall not retaliate against GAs who exercise their right to avail of these arrangements for visa and immigration proceedings provided that the appropriate notice is given to the Employer in advance.

The Employer shall maintain necessary confidentiality to the extent permitted by law regarding the nature of the visa and immigration proceedings and all related matters, ensuring that only necessary personnel are informed, as required for administrative purposes.

#### *Section 3. Assistance for International GAs Unable to Report for In-person Work*

If a GA is unable to report for work in-person for a limited period of time due to an immigration-related matter, such as not being permitted to return to the United States, the Employer shall make reasonable effort to assist the GA's visa and immigration proceedings. If a GA's visa proceedings exceed twenty-one (21) calendar days, the Employer will use its best efforts to provide reasonable assistance to facilitate visa proceedings as soon as practicable following the GA's request.

#### *Section 4. International GAs Unable to Work and Potential On Campus Reemployment*

If the Employer is not able to lawfully employ or continue to employ a GA as a result of the GA's immigration status, the Employer agrees to meet with the GA and the Union (at the GA's request if made within 30 days of their separation from the Employer and upon the Employer's receipt of appropriate FERPA release) to discuss potential on-campus reemployment into their prior or previously held position or another position if their previous position is unavailable. After that person obtains work authorization or immigration status lawfully permitting them to work on campus in the United States, the person will be eligible for consideration for GA positions.

#### *Section 5. Legal Advice and Employer Scope of Responsibility*

While the Employer does not offer legal advice to GAs, the Employer will advise a GA generally on visa issues as they relate to employment with the Employer. The Employer may maintain a list of attorneys and agencies for referral to international GAs if a GA has an immigration issue or if the GA is in need of immigration advice. Additionally, the Employer will invite immigration attorneys to visit campus at intervals of time determined by the Employer no less than once each academic year to discuss U.S. immigration options beyond F and J status. Such sessions may be held virtually.

In the event the Employer has determined it made a visa-related error, the Employer agrees to take reasonable steps to assist the GA in case incorrect or inaccurate information is given. GAs will have the option to be assigned a different Employer advisor if they are unsatisfied with their assigned advisor contingent on ISSS leadership approval. GAs shall have the right to a translator or interpreter to interact with the ISSS; however, the Employer is not responsible for any associated expenses or delays resulting from the GAs usage of such assistance.

If a GA is abroad and unable to enter the United States, the necessary visa-related documents in the university's possession shall be provided as soon as practicable. The Employer shall provide such documentation electronically to the GA unless government agencies require paper copies.

#### *Section 6. Tax Resources*

The Employer shall maintain a webpage, with content determined by the Employer, that lists available tax resources. The frequency and number of any tax information sessions are determined by the Employer. The Employer will use its best effort to offer such sessions at least annually. The Employer shall provide referrals for tax resources to GAs upon request; however, the Employer shall not give tax advice to GAs.

#### *Section 7. ESL Resources*

The Employer may make available English as a Second Language (ESL) courses for any GA who elects to use them at the GA's expense.

The Employer may require language proficiency courses for GAs in accordance with the Language Proficiency Requirements for Teaching Assistants policy. When GRAD 5102 or GRAD 5105 ESL courses are required by the Employer for GAs with an active appointment, the tuition expense of those courses will be fully covered, regardless of FTE status, under the Graduate Assistant Tuition Benefits policy.

#### *Section 8. International GAs' Access to CPT and OPT*

International GAs may elect to pursue Curricular Practical Training (CPT) and Optional Practical Training (OPT). Activities involved in the pursuit of CPT and OPT, such as searching for, applying, and completing paperwork for such training opportunities, are not GA work hours and shall not be counted as such. The Employer will follow federal law and policy as it pertains to CPT and OPT. GAs shall not experience retaliation or discrimination by the Supervisor for electing to use CPT or OPT options.

The Employer will provide documentation necessary for GAs to pursue CPT or OPT, and/or will process requests for CPT/OPT certification as soon as practicable.

After a person completes CPT, the person will be eligible for consideration for GA positions.

#### *Section 9. Work Status and Immigration Status*

Because GAs' immigration status and citizenship status are protected under national origin, the Employer shall not unnecessarily or arbitrarily threaten a GA's immigration status and/or citizenship status. At times, the Employer may need to communicate with GAs about legal requirements necessary to obtain or retain authorization to legally work in the United States and at the University. Such communications do not constitute an unnecessary or arbitrary threat to immigration and/or citizenship status for the purposes of this Article.

## **ARTICLE 23 – LEAVES OF ABSENCE**

### *Section 1. Scope of Article*

This Article provides certain leaves of absence from a GA's appointment obligations. The use of leave should be generally determined by mutual agreement between the Employee and their supervisor.

Attending a supervisor-approved conference, professional meeting, or other work-related events, including travel time, is considered to fall within the GA's scope of work and therefore shall not be considered as leave.

If an Employee's appointment does not begin with the Fall semester, the lengths of leave for which they are eligible will be proportional to the fraction of the academic year for which they are working, rounded up to the nearest full day.

For the purposes of this Article, the definition of "family" that pertains to Minnesota Earned Sick and Safe Time and Paid Leave programs shall apply.

### *Section 2. Sick Time*

Up to ten (10) days of paid sick leave during each academic year and inclusive of the following summer are provided for occasional or serious illness or injury to the employee, their dependent child, or the dependent child of a registered domestic partner. The number of hours in a day are based on standard hours meaning a sick day is a calendar day regardless of the number of hours and cannot be split across multiple days.

The Employer's Earned Sick and Safe Time (ESST) leave shall be available in accordance with University policy and State law to those GAs who qualify. ESST may be used in increments of time in accordance with the law and University policy. The Employer shall continue to provide an Office of Human Resources website summarizing the Earned Sick and Safe Time policy. A GA shall not be required to find a replacement to perform their assigned work duties while using ESST in accordance with the law.

In accordance with the law, supporting documentation may be requested by the responsible administrator/supervisor verifying inability to work when sick leave usage becomes a job performance concern.

### *Section 3. Parental Leave*

GAs holding a 50% appointment or greater are eligible for six (6) weeks paid parental leave in accordance with the Employer's Parental Leave for Employees policy.

### *Section 4. Bereavement Leave*

Up to three (3) days of paid bereavement leave will be provided to GAs upon the death of a family member, as defined in Sec. 1. Leave may be granted for the purposes of:

1. Attending the funeral services, ceremonies, and/or interment;
2. Making necessary arrangements;
3. Travel related to the death;
4. Bereavement time.

Responsible administrators/supervisors are encouraged to make special arrangements to accommodate granting of this leave. The number of hours in a day are based on standard hours.

#### *Section 5. Jury Duty and Civic Leave*

GAs will be eligible for paid leave for jury duty, testifying in a court as a witness in a University employment related matter, or in order to vote in a state, local, or federal election or primary, in accordance with the Employer's Military, Court Appearance, or Civic Duty Leaves policy. Upon request, GAs shall present subpoenas or other documentation regarding the jury duty to their supervisor.

#### *Section 6. Military Leave*

In accordance with the Employer's Military, Court Appearance, or Civic Duty Leaves policy, GAs may take leaves of absence when necessitated by military service as outlined under the Uniformed Services Employment and Reemployment Rights Act (USERRA), whether voluntary or involuntary, in the armed forces of the United States. GAs are granted leave with pay, not exceeding fifteen (15) days per calendar year, for required service in the United States National Guard or any of the armed forces branches of the United States.

#### *Section 7. Immigration Leave*

A GA will be eligible for up to a total of five (5) days of paid leave each academic year including the summer if they have an active appointment to attend to visa and immigration proceedings. The number of hours in a day are based on standard hours meaning a day is a calendar day regardless of the number of hours and cannot be split across multiple days. Only GAs who hold an active appointment during the applicable semester or summer term are eligible to use immigration leave. When foreseeable, a GA will provide reasonable advance notice of their request to use immigration leave preferably no later than fourteen (14) calendar days in advance.

Upon separation from employment, any unused immigration leave will not be paid out to the GA and unused time does not carry over to subsequent AYs. The tracking of such time should be coordinated between the GA and their supervisor.

A Supervisor may request supporting documentation in determining whether or not to approve immigration leave. All requests for immigration leave shall be given reasonable consideration.

#### *Section 8. Holidays*

1. GAs shall be entitled to 11 paid holidays per fiscal year, provided they have an appointment during the period in which the holiday falls. The set holidays are:

New Year's Day

Martin Luther King Day

Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

In addition to the 8 foregoing set holidays, on the Twin Cities and Duluth campuses, the University may designate and set an additional 3 holidays.

2. Set holidays that fall on a Saturday shall be observed on the preceding Friday. Set holidays that fall on a Sunday shall be observed on the following Monday.
3. When a religious or cultural holiday, not a set holiday, as provided in section A falls on a GAs regularly scheduled work day, the GA may arrange for an absence in accordance with the Employee Absences for Religious Holidays policy.

GAs shall not be required to work on any day designated as a University holiday, as listed above.

#### *Section 9. Personal Days*

GAs who receive a fall or spring semester appointment may request up to three (3) days of paid personal leave each semester. GAs who have a summer appointment may request up to three (3) personal days over the summer term.

Personal days may be used for any purpose and supervisors shall not unreasonably deny the use of personal days. Supervisors shall endeavor to provide flexibility with unpaid time and/or remote work before and after personal days. Only GAs who hold an active appointment during the applicable academic year, semester, or summer term are eligible to use personal days. The number of hours in a day are based on standard hours meaning a personal day is a calendar day regardless of the number of hours and cannot be split across multiple days.

GAs shall use their best efforts to use planned personal time off during regularly scheduled academic breaks. When a GA is not able to schedule planned personal time off during regularly scheduled academic breaks, the GA shall request such leave from their supervisor at least two weeks in advance of the requested time off, or as soon as possible if two weeks' notice is not possible. The use of personal days requires supervisory approval. Requests to use personal days shall not be unreasonably denied.

Upon separation from employment, any unused personal days will not be paid out to the GA. Unused personal days will not carry over to a subsequent semester or summer term. The tracking of such time should be coordinated between the GA and their supervisor.

#### *Section 10. Time Away for Union Business*

Time away for routine Union business is covered in Article 5, Section 5. If a Union steward and/or officer seeks to be away for other Union business, such as conferences, conventions, meetings or training, the time away shall be unpaid and at the discretion of the supervisor. Supervisors may work with GA Union stewards and/or officers to provide scheduling flexibility and accommodate time away requests. GAs are still expected to maintain their standard hours appointment. Requests for time away under this Section shall not be unreasonably denied.

Any unpaid time away for Union business, one (1) day or less in duration, shall be requested as soon as possible. Any unpaid Union time away in excess of one (1) day shall be requested in writing at least fourteen (14) calendar days in advance of the effective date. Failure to provide notice in accordance with the requirements of this Section may result in denial of time away for Union business. A day is a calendar day regardless of the number of hours and cannot be split across multiple days.

#### *Section 11. Reinstatement after Leave*

No Employee shall be penalized or discriminated against in their employment for taking a leave of absence from their employment.

The Employer will comply with requirements for reinstatement under the Family Medical Leave Act (FMLA) of 1993 and the Minnesota Paid Leave Program as enumerated in Section 13 of this Article for qualifying GAs.

#### *Section 12. Leave of Absence Benefits*

GAs who take an approved paid leave of absence shall be eligible to maintain their GAHP and tuition benefits for the duration of their absence. GAs on unpaid leave of absence may choose to continue their GAHP benefits at their own expense.

#### *Section 13. Family and Medical Leave*

Effective January 1, 2026, eligible GAs will be entitled to paid family and medical leave under the Minnesota Paid Leave Program in accordance with University policy and State law. In the event that the legislature repeals or amends the Minnesota Paid Leave Program, such repeal or amendment(s) are considered by the parties to be incorporated herein.

## **ARTICLE 24 – COMPENSATION**

#### *Section 1: Bargaining Unit Job Codes*

This Agreement sets a minimum pay rate for all bargaining unit positions covered by this Agreement, at the University of Minnesota. The provisions of this Article apply only to GAs working in a position covered by this Agreement and only to employment-related matters associated with their position. Bargaining unit job codes are classified and listed as follows:

##### Instructional GAs

1. 9510 - Graduate Assistant Coach
2. 9511 - Teaching Assistant
3. 9515 - Graduate Instructor
4. 9517 - PhD Candidate Grad Instructor
5. 9518 - Advanced Masters Teaching Assistant
6. 9519 - PhD Candidate Teaching Assistant
7. 9571 - Summer Term TA (w/out Tuition Benefits)
8. 9574 - Summer Sess TA (w/ Tuition Benefits)
9. 9575 - Summer Sess TA (w/out Tuition Benefits)

##### Research and Administrative GAs

1. 9521 - Research Assistant
2. 9526 - Graduate Research Project Assistant
3. 9527 - PhD Candidate Grad Research Project Assistant

4. 9528 - Advanced Masters Research Assistant
5. 9529 - PhD Candidate Research Assistant
6. 9531 - Administrative Fellow
7. 9532 - Advanced Masters Admin Fellow
8. 9533 - PhD Candidate Admin Fellow
9. 9572 - Summer Term RA (w/out Tuition Benefits)
10. 9573 - Summer Term AF (w/out Tuition Benefits)

## *Section 2: Pay Provisions*

### *Subsection 2.1: Minimum Wage Rates*

Minimum wage rates for all GA positions as defined in the job codes in Section 1 for the 2025, 2026, and 2027 fiscal years (hereafter “FY”) are set forth below. GAs will receive minimum rate adjustments at the beginning of the academic year each fiscal year. In FY 2025, minimum rate increase shall be effective the first pay period following the date of ratification by the Board of Regents. The DPS shall determine the weekly standard hours of GA appointments. The pay rate is applied to the standard hours appointment which is determined at the discretion of the DPS.

### *Subsection 2.2: DPS Positions and Publishing Minimum Rate*

Individual DPSs shall publish on their departmental websites the minimum GA pay rate of their department, program, or school and make updates to the departmental website annually when modified.

### *Subsection 2.3: Annual Wage Adjustments to DPS Positions*

FY25 (July 1, 2024 - June 30, 2025):

- DPS pay rates below \$25.71 will be increased to a minimum rate of \$27.00.
- DPS pay rates between \$25.72 and \$26.99 shall increase by 5% effective the first pay period following the date of contract ratification by the Board of Regents.
- DPS pay rates at and above the minimum in units that did not allocate any increase with the Spring 2024 Board of Regents FY 2025 Salary Memo, shall increase by 5% effective the first pay period following the date of contract ratification by the Board of Regents.
- DPS pay rates at and above the minimum that did increase with the Spring 2024 Board of Regents FY 2025 Salary Memo, shall increase by 2% effective the first pay period following the date of contract ratification by the Board of Regents.

FY26 (July 1, 2025 - June 30, 2026):

- DPS pay rates shall increase by 3.5% or in accordance with the Board of Regents Spring Salary Memo, whichever is greater. Pay increases shall take effect with the start of fall appointments in each fiscal year. Nothing in this Agreement prevents individual DPSs from increasing pay rates above the percentage increase(s) noted above.

FY27 (July 1, 2026 - June 30, 2027):

- DPS pay rates shall increase by 3.5% or in accordance with the Board of Regents Spring Salary Memo, whichever is greater. Pay increases shall take effect with the

start of fall appointments in each fiscal year. Nothing in this Agreement prevents individual DPSs from increasing pay rates above the percentage increase(s) noted above.

Nothing in this Agreement prevents individual DPSs from increasing pay rates above the percentage increase(s) noted above. GAs will be compensated for a summer term if they have a summer appointment; however, whether or not to offer a GA a summer term appointment is at the discretion of the DPS.

#### *Subsection 2.4: Other Pay Provisions*

Nothing in this Agreement prevents the University from paying a GA above the minimum pay rate. A GA may have different pay rates if they work in more than one concurrent appointment. Except as minimally provided above, variation between and within GA pay rates will be determined by each DPS. All members of the bargaining unit will be paid at least the minimum rates outlined above.

If a GA accepts a different appointment in a different DPS, the pay rate may be less, even, or more than their prior appointment in accordance with the rate established by the newly appointing DPS. Any GA who is appointed at a rate higher than the minimum set under this Agreement shall not have their rate reduced from appointment term to appointment term so long as they remain in the same appointment, job code, and within the same DPS. GAs below the minimum rate shall receive the minimum rate increases as outlined in Section 2.1 of this Agreement.

In some cases, GAs will be assigned projects and tasks that can also advance their academic pursuits. However, time dedicated to meeting academic requirements beyond those assigned by the Supervisor or included in the appointment letter will not be considered work hours and will not be counted toward the standard hours appointment. This includes, but is not limited to, time spent by a GA writing or defending their thesis or dissertation. GAs shall be compensated at the rate and number of hours specified in their appointment letter.

No GA will receive a reduction in their current appointment levels during the semester of contract ratification as a result of receiving a pay raise under the terms of this agreement.

#### *Section 3. Pay Periods*

GAs shall be paid on a biweekly basis for the work they perform as a GA in accordance with the Employer's payroll calendar.

If the University fails to pay a GA on time, the University will follow the payment requirements in accordance with the law.

#### *Section 4. Overpayment*

The University is responsible for paying GAs the correct amount in accordance with their standard hours appointment and as specified in the appointment letter. If the Employer, in error, overpays wages to a GA in a given pay period(s), the Employer, once it discovers the error, will notify the GA of the amount of the overpayment and the date(s) on which the overpayment occurred. In such a case, the GA and the Employer will work out a mutually agreed upon repayment plan so that the overage is paid back to the Employer. GAs and the Employer shall endeavor to mutually report any possible overpayments, so they may be corrected as soon as possible.

### *Section 5. Graduate Instructor of Record*

At the conclusion of the semester of the appointment term, a GA designated by the DPS as the primary instructor of record for a course and appointed in job code 9515 or 9517 shall receive a lump sum payment of \$250.00 per course credit.

## **ARTICLE 25 – TUITION AND FEES BENEFITS**

### *Section 1. Tuition Coverage Benefits*

Eligible GAs shall receive tuition benefits in accordance with the Employer's Graduate Assistant Tuition Benefits policy. Qualifying GAs' immediate family (spouse, domestic partner, children, or legal ward living in the household) may receive the resident tuition rate reduction, with the appropriate documentation and in accordance with University policy.

## **ARTICLE 26 – MEDICAL BENEFITS**

### *Section 1. Health Insurance*

For the purposes of this Article, Agreement duration is as enumerated in Article 33, Duration. It is mutually understood that commitments to maintain U of M GAHP provisions are for the duration period as enumerated in Article 33, Duration, and not indefinitely.

Graduate Assistants who will work at least 195 hours in a semester or 65 hours during the summer are eligible to participate in the University of Minnesota Graduate Assistant Health Plan (U of M GAHP). Initial enrollment requires timely submission of an enrollment form to the Office of Student Health Benefits. Enrollment will continue each semester that the GA maintains eligibility. A GA who lost eligibility and regains eligibility in a future semester must complete a new enrollment form.

All participating GAs are billed the base premium twice per year at the beginning of the Fall and Spring semesters. The base premium each semester is 2.5% of the total cost of coverage over the full year. The Employer contributes 2 times the appointment level towards the remaining cost. As a result, GAs with 50% appointments have no additional cost for single coverage, but GAs with 25%-49% appointments pay an additional monthly charge. The University shall maintain or improve all copays, coverages, deductibles, and out-of-pocket maximums of U of M GAHP enumerated in Section 9 of this Article as of January 21, 2025, for the Agreement duration. Upon conclusion of the Agreement duration, the University reserves the right to modify the U of M GAHP plan, including but not limited to, changes to coverage and cost.

The University shall cover 85% of the health insurance premiums for spouses and dependents of GAs who enroll in U of M GAHP for the Agreement duration. No more than 2 months of payment of spouse or dependent premiums shall be required during initial enrollment.

### *Section 2. Dental Coverage*

The University shall maintain or improve all dental care benefits covered by U of M GAHP as of January 21, 2025, for the Agreement duration. Upon conclusion of the Agreement

duration, the University reserves the right to modify dental coverage, including but not limited to, changes to coverage and cost.

#### *Section 3. Healthcare Flexible Spending Account*

The Employer shall provide GAs with access to a Healthcare Flexible Spending Account, so long as they meet eligibility requirements including having an active appointment of 20 hours or more per week.

#### *Section 4. Summer Coverage*

If an employee is enrolled in the health benefits enumerated in Sections 1 & 2 of this Article during the spring semester and into the month of May, they shall remain automatically enrolled through the summer, unless the employee decides to cancel their plan. GAs shall receive a contribution to the summer coverage that matches the contribution provided during the spring semester.

#### *Section 5. Gender Confirmation Care*

The University shall maintain or improve all existing gender confirmation care.

#### *Section 6. Fitness Subsidy*

The University shall maintain the current RecWell membership cost subsidy for GAs enrolled in GAHP.

#### *Section 7. Notification of Enrollment and Termination in the U of M GAHP*

The Office of Student Health Benefits shall provide email notification to GAs to confirm their enrollment in U of M GAHP within thirty (30) calendar days of the processing of their Graduate Assistant Health Plan Enrollment and Change Form or Graduate Assistant Health Plan Department Authorization Form. If a received form either cannot be processed or is rejected, the Office of Student Health Benefits shall notify the GA of the form status within seven (7) calendar days of the completion of the review process.

When a DPS communicates to the Office of Student Health Benefits that a GA's health benefits are to be discontinued, the Employer shall notify GAs of the termination of their U of M GAHP coverage.

#### *Section 8. Erroneous Termination of U of M GAHP Coverage*

If a GA's enrollment in the U of M GAHP is erroneously terminated by the Employer, the Employer shall retroactively reinstate the GA's coverage and instruct the claims administrator to process all incurred claims according to plan coverage levels. If a GA has paid for Continuation of Coverage when the GA should have had active coverage, then the GA shall be refunded costs paid for Continuation of Coverage.

#### *Section 9. Notification of Coverage & Premium Changes*

The Office of Student Health Benefits shall notify by email all GAs enrolled in the U of M GAHP at least three (3) months prior to the plan year start date, when possible, of any changes to any of the following:

- Health plan provider
- Coverage costs for GAs, including:
  - Total premium per month

- Amount GAs will be billed at the start of each semester
  - The share of the premium the Employer is responsible for paying
- Dependent costs, including cost per month to enroll:
  - Spouse
  - One child
  - Two or more children
  - Family
- Deductible and out-of-pocket costs, both in-network and out-of-network, including:
  - Lifetime maximum
  - Plan year deductible
  - Plan year medical out-of-pocket maximum
  - Plan year prescription out-of-pocket maximum
- Coverage for preventive care, both in-network and out-of-network, including:
  - Routine physical and eye examinations
  - Well-child care
  - Prenatal and postnatal care
  - Immunizations
- Coverage and copayment for office visits, both in-network and out-of-network, including:
  - Illness or injury
  - Allergy injections
  - Physical, occupational, and speech therapy
  - Chiropractic care
  - Mental/ Chemical health care
- Coverage and copayment for convenience care, both in-network and out-of-network, including convenience clinics
- Coverage and copayment for emergency visits, both in-network and out-of-network, including:
  - Urgently needed care at an urgent care clinic or medical center
  - Emergency care at a hospital ER
  - Ambulance
- Coverage for inpatient hospital care, both in-network and out-of-network, including:
  - Illness or injury
  - Mental/ Chemical health care
- Coverage for outpatient care, both in-network and out-of-network, including:
  - Scheduled outpatient procedures
  - Outpatient Magnetic Resonance Imaging and Computer Tomography
- Coverage for durable medical equipment, both in-network and out-of-network, including prosthetic devices
- Coverage and copayment for prescription drugs, both in-network and out-of-network, including generic preferred, brand preferred, non-preferred drugs for:
  - 31-day supply at a retail pharmacy
  - 90-day supply through a mail-order pharmacy or retail pharmacy

#### *Section 10. Insurance Meet and Confer*

On years that the Employer solicits bids for a healthcare plan provider for U of M GAHP, the union shall be able to appoint two (2) advisory members to the committee reviewing bid submissions and selecting the vendor. The designated union members will provide input and such input will be given reasonable consideration. The union shall inform the Student Health Benefits Office in writing of the appointed members. At least twelve (12) weeks prior to the

open enrollment period for the insurance year and upon request from the union, the Employer shall meet and confer with union representatives to inform of premium and coverage changes to U of M GAHP.

## **ARTICLE 27 – CHILDCARE AND DEPENDENT CARE**

### *Section 1. Dependent Care FSA*

All GAs with eligible dependents shall have the option to enroll in a Dependent Care Flexible Spending Account (DCFSA) so long as they meet eligibility requirements including having an active appointment of 20 hours per week or more.

The University shall continue to provide a website summarizing Dependent Care FSA information.

## **ARTICLE 28 – COMMUTE SUBSIDY**

### *Section 1. Bicycling*

Bicycle rental on the Twin Cities and UMD campuses shall be available to GAs in the same manner as available to other University staff, at no cost on the Twin Cities campus and with applicable cost on the UMD campus, on a first come, first serve basis as available. Depending on supply availability, contingent on the applicable campus program, and upon request, participants receive a bicycle, and a combination U-lock.

GAs shall have access to bike storage space in the same manner as other University staff, on a first come, first served basis.

### *Section 2. Parking*

GAs shall have access to parking contracts and/or permits in the same manner as faculty and staff. When the number of applicants exceeds the number of contracts and/or permits available, GAs shall be added to the waitlist in the same manner as faculty and staff, without being subject to a random selection process, unless such a process applies to all faculty and staff. Parking and/or permit rates, as approved annually in the budget process by the Board of Regents, shall be at the same expense for GAs as it is for other University staff.

The Employer shall provide parking information for both the Duluth and Twin Cities campuses via a University owned website(s) with content determined by the Employer.

## **ARTICLE 29 – EMPLOYEE ASSISTANCE**

### *Section 1. Office of Human Resources Tax Assistance Website*

The Employer shall continue to offer its tax resources web page on the Office of Human Resources website with content determined by the Employer. The Union may request the Employer to add additional content and such requests will be given reasonable consideration. However, such resources are not intended to serve as tax advice.

### *Section 2: Relocation Assistance*

Each DPS may, at its discretion, establish relocation and other lump sum payment support to incoming GAs. Relocation assistance, if paid to a GA, will be in accordance with the Employer's Relocating Employees policy.

## **ARTICLE 30 – SEVERABILITY**

If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect. When a provision of this Agreement has been rendered null and void but subsequently becomes legal as a result of a modification of applicable law or court decision during the term of this Agreement or extension thereof, the validity of such provision shall be reinstated.

## **ARTICLE 31 – ENTIRE AGREEMENT**

### *Section 1. Understandings of the Parties*

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may, however, be amended during its term by the Parties mutual written agreement.

## **ARTICLE 32 – LABOR MANAGEMENT COMMITTEE**

There will be a Labor-Management Committee (LMC) with up to five (5) Union members and up to five (5) University members that will meet once during the Fall semester and once during the Spring semester to discuss employment matters of interest to the Graduate Assistants or the University; additional meetings may be added by mutual agreement. These meetings shall not be used for negotiations or to discuss academic matters. If neither party deems it necessary to hold a meeting, that meeting may be canceled. Designated representatives of the Union and the University will suggest agenda items prior to each meeting. Such LMC meetings may be held virtually.

## **ARTICLE 33 – DURATION**

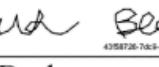
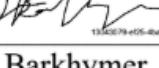
This Agreement is effective as of the date of ratification by the Board of Regents and shall remain in full force and effect until the 30th day of June 2027. It will be automatically renewed from year to year thereafter unless either party notifies the other in writing of its desire to terminate, change or modify the Agreement sixty (60) days prior to the termination date that it desires to modify this Agreement.



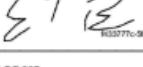
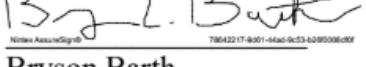
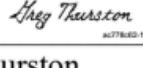
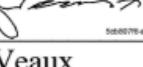
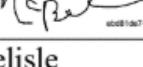
## SIGNATURE PAGE

In witness whereof, the parties hereto have executed this AGREEMENT on January 21, 2025.

### FOR THE UNION

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Nirtex AssuranceSigned 64676600-0523-4737-8055-62090008d1f1  
**Alex Provan**  
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**J Burger**  
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**Alison Barkhymer**  
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**Briana Beeman**  
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**Casey Wouters**  
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**Ciarra Whindleton**  
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**Daniel Banegas**

### FOR THE EMPLOYER

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**Ken Horstman**  
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**Mani Vang**  
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**Coy Hillstead**  
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**Lesley Williams**  
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**Ann Meier**  
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**Victor Barocas**  
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**Erik Brown**  
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**Bryson Barth**  
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**Etty DeVeaux**  
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**Mary Belisle**

# FOR THE UNION

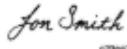
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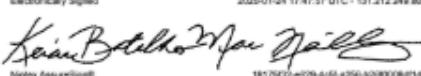
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**Jon Smith**  
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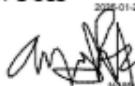
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**Phoebe Keyes**  
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**Shelby Wren**  
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**Anshu Patel**

**MEMORANDUM OF UNDERSTANDING (MOU) - REPRODUCTIVE HEALTH  
BENEFITS**

**between the**

**University of Minnesota and the United Electrical, Radio and Machine Workers of  
America, its affiliate UE Local 1105 (UMN GLU-UE)**

**The parties agree that:** The University shall maintain or expand the existing reproductive health benefits through the GAHP insurance benefit package.

This MOU will expire at the end of the contract period as enumerated in Article 33, Duration.

## **MEMORANDUM OF UNDERSTANDING (MOU) - ACADEMIC STANDARDS**

**between the**

**University of Minnesota and the United Electrical, Radio and Machine Workers of America, its affiliate UE Local 1105 (UMN GLU-UE)**

The Graduate Labor Union-United Electrical, Local 1105, (GLU-UE) (hereinafter called "the Union"), represents certain graduate assistant employees at the University of Minnesota (hereinafter "the University"). The parties are negotiating a Collective Bargaining Agreement ("CBA"), which contains a Discipline and Discharge Article. The Union has sought to include procedures and requirements for academic performance improvement, which would allow represented graduate assistant employees to grieve academic evaluations and decisions insofar as they result in discipline or discharge from employment. The University maintains that academic matters such as this are non-mandatory subjects of bargaining and should neither be subject to the grievance process nor contained in the parties' CBA. However, the University agrees that the University, the represented graduate assistant employees, and other graduate students would benefit from processes to be used to receive, evaluate, and resolve student appeals of departmental and program recommendations for students who fail to meet minimum academic standards and are being or have been dismissed from their programs.

The University and the Union agree to the following:

1. Within the first sixteen (16) months following ratification of the CBA, the University shall publish procedures to be used to receive, evaluate, and resolve student appeals of departmental recommendations for students who fail to meet minimum academic standards and are being or have been dismissed from their programs.
2. During the process of establishing the procedures above, the University shall publicly post reports on the progress of this process and current status of these procedures each fall and spring semester.
3. Neither the published procedures nor the application of such procedures shall be subject to the CBA's grievance and arbitration processes.
4. The parties acknowledge that this Memorandum does not set a precedent for any other matters.
5. By offering and signing this Memorandum, the University does not in any way concede that such academic matters constitute mandatory subjects of bargaining.

This MOU will expire at the end of the contract period as enumerated in Article 33, Duration.

## **MEMORANDUM OF UNDERSTANDING (MOU) - STUDENT FEES OFFSET**

**between the**

**University of Minnesota and the United Electrical, Radio and Machine Workers of America, its affiliate UE Local 1105 (UMN GLU-UE)**

The parties agree that:

The Employer shall provide lump sum payment(s) to offset a portion of student fees in accordance with this schedule.

### **Spring 2025**

For the spring 2025 semester only, GAs who are:

- covered by this labor agreement in accordance with Article 2, Recognition, AND
- employed during the 19th payroll period

Shall receive:

- \$150.00 disbursed through payroll

### **Fiscal Years 2026 & 2027**

For fall semester 2025 and subsequent semesters during the life of this MOU, GAs who are:

- covered by this labor agreement in accordance with Article 2, Recognition,
- employed during the 9th payroll period (for fall semester) and/or 19th payroll period (for spring semester), AND
- Hold job codes 9510, 9511, 9515, 9521, 9526, 9531

Shall receive:

- \$235.00 per semester disbursed through payroll or student account (TBD). The union's preference is disbursement through the student account.

GAs who have a 1-24% appointment shall receive 25% of the above mentioned payment.

GAs who have a 25-49% appointment shall receive 50% of the above mentioned payment.

For GAs who hold multiple concurrent appointments, the sum of the appointments will determine the payment amount.

### **Fiscal Years 2026 & 2027**

For fall semester 2025 and subsequent semesters during the life of this MOU, GAs who are:

- covered by this labor agreement in accordance with Article 2, Recognition,
- employed during the 9th payroll period (for fall semester) and/or 19th payroll period (for spring semester), AND
- Holding the status of an international graduate assistant

shall receive:

- \$280.00 per semester disbursed through payroll or student account (TBD)

GAs who have a 1-24% appointment shall receive 25% of the above mentioned payment.

GAs who have a 25-49% appointment shall receive 50% of the above mentioned payment.

For GAs who hold multiple concurrent appointments, the sum of the appointments will determine the payment amount.

### ***Other***

In fiscal years 2026 & 2027, a GA may be eligible for both payments concurrently.

The summer term is not included in this MOU.

The Employer and Union agree to meet and confer to discuss disbursement method of fiscal year 2026 and 2027 student fee offset procedures.

This MOU will expire at the end of the contract period as enumerated in Article 33, Duration.

**MEMORANDUM OF UNDERSTANDING (MOU) - STUDENT SERVICES FEE**

**between the**

**University of Minnesota and the United Electrical, Radio and Machine Workers of America, its affiliate UE Local 1105 (UMN GLU-UE)**

Within 12 months of ratification, the Union and the Employer shall meet and confer regarding the Graduate Assistants' desire to opt out of the Student Services Fee.

**MEMORANDUM OF UNDERSTANDING (MOU) - COMMITMENT TO TRAINING**

**between the**

**University of Minnesota and the United Electrical, Radio and Machine Workers of America, its affiliate UE Local 1105 (UMN GLU-UE)**

The purpose of this MOU is to formally document the University's commitment to ensuring a comprehensive understanding and effective administration of the GLU-UE collective bargaining agreement.

To support this, faculty and staff who supervise graduate assistants will complete training on the administration provisions of this collective bargaining agreement, including supervisory training provided by the University's Office of Human Resources.

Provisions of this MOU are not subject to the Grievance Process.

This MOU shall remain in effect for one year following ratification of the Parties' collective bargaining agreement.

## **MEMORANDUM OF APPRECIATION (MOA)**

**between the**

**University of Minnesota and the United Electrical, Radio and Machine Workers of America, its affiliate UE Local 1105 (UMN GLU-UE)**

The University and the Union wish to acknowledge service on their respective bargaining teams by those who left prior to ratification:

<b>UNIVERSITY</b>	<b>UNION</b>	<b>UNION</b>
Tabitha Grier-Reed, Ph.D.	David Hainlen	Natasha Hernandez Villar
Amy Hietapelto, Ph.D.	Connor Edson	Doug Nelson
Michael Huyen, M.S.	Alya Ansari	Logan Stapleton
Michael Lipscomb, Ph.D.	Bonnabelle Zabelle	Rose Tyler
Rebecca Ropers, Ph.D.	Benjamin Hanson	Jianxuan Lei
Kari Seime, J.D.	Zane Huttinga, Ph.D.	Anastasia Natania