

Collective Bargaining Agreement

BETWEEN

Brown University

AND

**Stand Up for Graduate Student Employees
AFT, AFL-CIO**

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Article I

Recognition and Bargaining Unit Description

I.1

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

Included within the bargaining unit are:

- All University Ph.D. students who are: (i) matriculated in a Graduate School doctoral degree program and who have a commitment from the University for a Stipend over a set period of years; and (ii) a component of receiving the Stipend is that in certain semesters these doctoral students will provide research or instructional services as duly appointed Teaching Assistants ("TA"), Teaching Fellows ("TF"), Research Assistants ("RA") and Proctors (collectively "Graduate Student Employees"); and (iii) during the semester(s) for which their TA, TF, RA or Proctor semester-length appointment is in effect.
- All University Masters students who are: (i) matriculated in a Graduate School master's degree program; and (ii) as a component of receiving financial support for their degree program provide research or instructional services as duly appointed Teaching Assistants ("TA"), Research Assistants ("RA") and Proctors (collectively "Graduate Student Employees"); and (iii) during the semester(s) for which their TA, RA or Proctor semester-length appointment is in effect.
- Graduate Student Employees (TA, TF, RA or Proctor) will be included in the bargaining unit only during those specific semesters during which the Graduate Student Employee performs duties in satisfaction of his/her/their Graduate Student Employee appointment as a TA, TF, RA or Proctor consistent with his/her/their Stipend or financial support.

Excluded from the bargaining unit are: Teaching Assistants, Teaching Fellows, Research Assistants, or Proctors who are supervisors, managerial employees, confidential employees; graduate students receiving fellowship stipend support where additional work performing research or instructional services are not a condition of receiving a stipend, unless such work entails a semester-length appointment as a TA, TF, RA, or Proctor with an average workload of twenty (20) hours per week as part of their assigned position; Ph.D. students receiving an

institutional training grant from external funding agencies where the purpose of the grant is to support student academic training and the external funding agency determines the terms and conditions of the grant; all undergraduate students; students who are compensated on an hourly basis; all other faculty; and all other employees.

I.2

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

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

I.3

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

Article II

Bargaining Unit Information

A. FERPA Release/Waiver

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

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

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

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

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

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

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

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

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

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

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

D. List Updates

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

E. Notification

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

Article III

Union Rights and Responsibilities

A. Union Orientation

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

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

B. Good-Faith Rules

1. Official Business. Representatives of the Union shall be permitted to transact official business with appropriate representatives of the University at all reasonable times provided they follow regular University procedures.
2. Rooms, Facilities, and Equipment. Where rooms, facilities, or equipment, such as duplicating, computing and audiovisual, are available for meetings or use by other university unions, such rooms, facilities, or equipment available to the Union in accordance with established University policies and procedures.
3. Bulletin Boards. The Union may post notices on existing bulletin board space, if the space is not reserved for specific purposes and in accordance with

established University policies and procedures.

4. Tabling. The Union may, at its choosing, have an information table for a one-hour period both before and after a school-wide Graduate Student Employee orientation in a mutually convenient location and in accordance with established University policies and procedures.
5. It is understood that Graduate Student Employees may serve, from time to time, in roles or on committees related to and in support of Union business and the administration of this Agreement. The University will respect and not interfere with the reasonable amount of time such Graduate Student Employees need to spend on such activities, and such Graduate Student Employees will be responsible for managing their time to ensure that such activities do not interfere with fulfillment of their duties on a recurring basis as TAs, TFs, RAs, or Proctors.

C. Communication

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

Article IV

Union Security and Checkoff

- A. Student/Employee Distinction. This Article shall only apply to the status of a Graduate Student Employee as an employee covered by this collective bargaining agreement. This Article will not affect a Graduate Student Employee's status as a student.
- B. Union Membership. The University and the Union agree that it shall be a condition of employment that all Graduate Student Employees shall maintain union membership or pay Fair Share Fees, as detailed in Section C below. The University and the Union shall cooperate in seeking understanding of this provision by:
 - 1. Notifying covered Graduate Student Employees at their time of hire of the existence of this agreement and their options, and
 - 2. Providing new hires with union membership and payroll deduction information and links to their electronic counterparts in their initial employment packet.
- C. Fair Share Fees. Graduate Student Employees shall have the right to, in lieu of union membership, pay a Fair Share Fee (a service charge as a contribution toward the cost of administration of this Agreement and representation of Graduate Student Employees). The amount of such Fair Share Fee shall be determined by the Union in accordance with applicable law.
- D. Authorization. A Graduate Student Employee who has joined the union may choose to have their union membership dues, or their Fair Share Fees, deducted from each paycheck during the periods they are performing services covered by this Agreement, as long as they have signed an authorization for such deductions in a form acceptable to the University and the Union. Authorization forms submitted to the University will be processed prospectively on the next feasible payroll and not retroactively. The Union shall be responsible for obtaining executed written authorizations from existing Graduate Student Employees and may obtain these authorizations electronically. The Union shall submit these written authorizations to the University.
- E. Amounts
 - 1. Each year, the Union shall establish and certify in writing to the University's designated representative, the amounts of dues and Fair Share fees applicable to bargaining unit members. This notification shall be provided no less than thirty (30) days before it becomes effective. The effective date of any change in amount shall coincide with the beginning of an academic semester.
 - 2. The University will adjust prospectively the amount of dues and/or fees it deducts by the effective date of the change provided the notice complies with the 30 day period

for receiving written notice from the union that these amounts have changed and the beginning of an academic semester.

- F. Committee on Political Education (COPE) Contributions. The University agrees to deduct voluntary contributions made by Graduate Student Employees to the Union COPE and to remit said contributions to the Union in the same manner as union dues and Fair Share fees are remitted. Such contributions are strictly voluntary and can be in any amount as determined by the Graduate Student Employee. COPE deduction authorization forms shall be submitted to the University and will be processed prospectively on the next feasible payroll period as determined by the University and not retroactively.
- G. Payroll Deduction. The Union shall receive payroll deductions for any dues, fees, and/or contributions from any Graduate Student Employee in the bargaining unit during a semester when the Graduate Student Employee is performing services covered by the unit and who has indicated in writing on the dues authorization form referred to in this Article that they wish such deductions to be made. Deductions shall be made prospectively only and no retroactive deductions shall be made.
1. Each payday, the University shall deduct from a Graduate Student Employee's compensation for covered services a sum of dues, or Fair Share fees, and/or COPE contributions due to the Union and authorized under federal labor law, provided the Graduate Student Employee has furnished the University with written authorization(s) executed in accordance with law.
 2. Revocation. A Graduate Student Employee shall be free to revoke their membership dues authorization, Fair Share Fees authorization, and/or COPE contribution authorization at any time by notifying the University or University-designated office in writing.
 3. Notification. Materials voluntarily completed by a Graduate Student Employee shall be submitted simultaneously to the University and the Union, including dues authorization forms and revocations thereof.
 4. Remission of Dues. On or about the fifteenth (15th) day of the month following the deductions, monies so deducted by the University shall be transmitted by mail or electronically to the Union Treasurer or other Union designee. Such deductions shall continue during the period that the Graduate Student Employee is performing services covered by the Unit until instruction to cease payroll deductions during the period is given in writing by the Graduate Student Employee to the University or University-designated office.
 5. Redress for Missing or Incorrect Deductions. The Union or the Graduate Student Employee may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a Graduate Student Employee is processed

incorrectly notwithstanding adequate notice, the Graduate Student Employee may authorize the University in writing to correct the error in the next pay period after being informed of the error by the Graduate Student Employee. The University shall not be liable to the Union or the Graduate Student Employee for any error. This shall not constitute a waiver of right of the Union to collect or recover the monies directly from the Graduate Student Employee.

- H. Indemnification. The Union hereby agrees that it shall indemnify, defend, and otherwise hold the University harmless against any and all claims, demands, actions, or proceedings by a Graduate Student Employee out of or by any reason or action taken or not taken by the University pursuant to this Article.

Article V

Management Rights

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

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

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

Article VI

Appointments and Assignments

Introduction

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

A. Written Letter of Appointment

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

B. Minimum Length of Appointment.

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

C. Definition of Assigned Positions

- 1. Teaching Assistant.** A Teaching Assistant (TA) assists a faculty member both inside and outside the classroom on activities related to the teaching of a particular course. The nature of the tasks may vary depending on the teaching needs of the individual department. TAs are supervised by a faculty member and do not bear primary responsibility for the design or implementation of a course. Appointments are made in the sole discretion of the Graduate School on the basis of departmental recommendations.

The duties of a TA vary across courses and departments and examples of standard duties may include some classroom teaching, the presentation of occasional lectures, leading discussion sections, preparing and supervising labs, conducting

tutorials, holding office hours, grading papers, problem sets, quizzes, and examinations, and other programmatic duties for a course.

- 2. Teaching Assistant II.** A Teaching Assistant II (TA II) is a TA who bears primary responsibility for instruction and grading of a particular course. This does not include guest lecturing or irregular and infrequent instruction of a course section. Appointments are made in the sole discretion of the Graduate School on the basis of departmental recommendations.
- 3. Teaching Fellow.** A Teaching Fellow (TF) is an advanced student with teaching experience who is responsible for the design and teaching of their own course. Teaching Fellows bear primary responsibility for the gradable component of a course and serve as the instructor of record. Eligibility for appointment as a Teaching Fellow varies across departments. Appointments are made in the sole discretion of the Graduate School on the basis of departmental recommendations.
- 4. Research Assistant.** A research assistant (RA) works with faculty on the faculty member's academic and research projects, both at the University and in the field. RA research duties vary across departments and projects, are defined by the faculty member who serves as principal investigator, and are thus administered independently by each department and/or investigator. The University and the Union acknowledge that due to the nature of research and education in the sciences, the research being conducted by an RA on behalf of a principal investigator may also be, in whole or in part, in furtherance of the Graduate Student Employee's thesis. Normally the time devoted to being an RA should not exceed a maximum of 20 hours per week, unless the research being conducted is integral to the RA's academic research.
- 5. Proctors.** Graduate Student Employees assigned as Proctors serve in non-instructional positions with an academic department, degree program, or through another research, academic, or administrative office. Proctors perform work (research, program development, projects, etc.) that is pre-defined and relevant to the appointing department or office's academic objectives. These positions are intended to foster the professional development and/or research interests of Graduate Student Employees. Under no circumstances are proctors to be used for general administrative work. Appointments are made in the sole discretion of the Graduate School on the basis of departmental recommendations and programmatic need.

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

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

D. Academic Authority of the University

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

E. Timelines

1. **Appointments.** The University shall normally notify Graduate Student Employees in writing of their appointment as a TA, TA II, TF, RA or Proctor at least two (2) months before the start of the semester in which their appointment begins. In the case of appointment as a RA, the University will endeavor to provide notice two (2) months before the start of the appointment; however, notice may be delayed due to notification of funding on the part of external funding agencies over which the University has no control. The University and the Union acknowledge that due to complexities of academic management across the large number of schools, departments and programs in which Graduate Student Employees are appointed it is not realistic that all information about all appointments will be known two (2) months before the start of the semester in which the appointment begins. The University will endeavor in good faith to provide as much information as possible within these timelines and the Union acknowledges that due to the nature of academic appointments some flexibility and expectation of changing circumstances is to be expected.
2. **Assignment of Course as a TA or TA II.** The University and the Union acknowledge that due to Brown's open curriculum, undergraduate enrollment of courses, and the need for TA or TA II positions in those courses, may fluctuate from semester to semester. The University will endeavor in good faith to provide Graduate Student Employees with as much advance notice of their course assignment as possible while reserving the right to change assignments based on factors such as course cancellations, new course offerings, or course enrollments up until three (3) business days after the last day by which undergraduate students may add a course without paying a fee in each semester. When a Graduate Student Employee in a University department or program believes they have not received reasonable notice of their course assignment they may bring

that concern directly to the Dean of the Graduate School or their designee. The Dean of the Graduate School or their designee will meet with the concerned Graduate Student Employees within seven (7) business days of being made aware of the concern and will endeavor to resolve the concerns in a timely manner. The University shall notify the Graduate Student Employee concerned in writing of any action(s) taken to resolve the matter. Additionally, the University shall create a log of instances in which a Graduate Student Employee brings such a concern to the Dean of the Graduate School to include, at a minimum, the University department or program involved and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log with the Union to document the scope and nature of the concerns.

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

- (1) By August 1 for the Fall Semester.
 - (2) By January 1 for the Spring Semester.
 - (3) By June 1 for Summer Session.
3. Nothing in this Article shall preclude the University from offering newly available employment opportunities after the deadlines in Article VI.E.
 4. A Graduate Student Employee who does not receive notice of appointment or assignment of a course as a TA or TA II from the University within the timeframe set above will be responsible for notifying their supervisor or Program Director of Graduate Study and may also request an explanation from the University as to why the notice was delayed. Upon receiving such a request, the University will review the request to determine the underlying circumstances for the delay.

F. Letters of Appointment.

1. Letter of Appointment. The letter of appointment shall include, subject to the qualifications and flexibility around timelines described above, the following information:
 - a) Appointment title;
 - b) Effective starting and, if known, the end dates of the appointment;
 - c) Employment unit (e.g., department, institute, center, etc.);
 - d) Amount of stipend/funding attributable to instructional or research services for the term of the appointment;
 - e) A description of the general duties that the Graduate Student Employee will be required to perform to the extent known at the time of the issuance of the Letter of Appointment;
 - f) Supervisor's name and contact information;

- g) Instructions on where to find information regarding benefits of graduate student status not detailed in this Agreement or readily available on University web pages for graduate students.
 - h) Assigned hours where known and relevant to the appointment;
 - i) Inclusion in the bargaining unit for the period of the appointment; and
 - j) Contact information for questions regarding appointments, working conditions, and benefits.
2. **Assignment of Course as TA or TA II.** The University shall provide, subject to the qualifications and flexibility around timelines described above, a Graduate Student Employee assigned to a Course as a TA or TA II with applicable documentation detailing examples of the specific duties of the assigned course for that semester, including but not limited to:
- (a) The assigned course title and description;
 - (b) The course meeting times and location(s);
 - (c) The maximum number of students that is set by the University for the class, section, or lab where such a maximum exists; and
 - (d) Specific requirements of the course, including but not limited to, any required or standard syllabus, textbook, or other instructional materials (with the acknowledgement that such information may not be known in part or whole until shortly before the semester begins, and the primary source of such information will be discussion and course planning between the TA or TA II and the faculty member serving as instructor of record for the course).

Graduate Student Employees may request the opportunity to teach a variety of courses and labs, including elective, required, and core courses and labs. Nothing in this Agreement shall prohibit nor mandate granting such a request.

G. Access to Facilities and Services

1. Preparatory, Meeting, and Private Space. Graduate Student Employees will have access to space, to the extent available, appropriate to the fulfillment of the duties of their employment. Examples of such spaces include, but are not limited to, space to prepare for class, meet with, and advise students, as well as conference rooms as necessary and available; private space will also be provided when necessary and as available.
2. Graduate Student Employees shall have access in the Department to computers with Internet access, printers, photocopying, and tech support in order to prepare for classes, serve students, and otherwise fulfill the obligations of their employment.
3. Graduate Student Employees shall be provided with mailboxes in each Department

to receive student papers, employee announcements, and professional mail.

4. Graduate Student Employees shall be provided with any required textbooks, equipment, and/or software necessary to the successful completion of their work assignments.
 - a. In the case of textbooks, Graduate Student Employees shall receive instructor copies upon request, rather than student copies, if they exist.
 - b. In the case of software, it shall be made available for installation on their laptops in order to facilitate work off-campus, if faculty members are able to use the software off-campus.
5. Except in a case of a TA II teaching a course of their own design, Departments shall provide syllabi to TA IIs if they exist. If no syllabi exists, the TA II may propose one to the Supervisor for discussion and final approval by the Supervisor.
6. Graduate Student Employees shall be offered non-mandatory training on how to use required technology, including software, for the courses which they have been appointed to teach and for their research. Departments which offer internal training programs in teaching or research (that is, not through the Sheridan Center or other University-level resources) must provide written documentation of the schedule and attendance requirement in order to complete such programs, as well as written certification of completion, if applicable and available.
7. When a one Graduate Student Employee in a University department or program believes they have not received reasonable facilities and services under this provision, they may bring that concern directly to the Dean of the Graduate School or their designee. The Dean of the Graduate School or their designee will meet with the concerned Graduate Student Employees within seven (7) business days of being made aware of the concern and will endeavor to resolve the concerns in a timely manner. The University shall notify the Graduate Student Employee concerned in writing of any action(s) taken to resolve the matter. Additionally, the University shall create a log of instances in which a Graduate Student Employee brings such a concern to the Dean of the Graduate School to include, at a minimum, the University department or program involved and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log with the Union to document the scope and nature of the concerns.

H. Elimination of Teaching or Research Appointments

In the event of the elimination or partial elimination of departments or programs which

have the effect of eliminating teaching or research appointments of a Graduate Student Employee, the GSE shall be notified as soon as practical and shall receive consideration for suitable appointments for which the GSE is qualified in departments or programs of a cognate field and for Proctor appointments for the duration of the assignment that has been eliminated. If the reassignment negatively affects the GSE's scheduled compensation, the University shall pay the GSE fifty percent of the difference in compensation that would have been received but for the change.

Workload

- A. The University and the Union acknowledge that the specific hours worked each week will fluctuate for Graduate Student Employees due to the nature of their work. The University and the Union also acknowledge that the work of a Research Assistant may overlap with the academic work of the student in the degree program.
- B. No Graduate Student Employee shall be compelled or pressured to work more than an average of twenty (20) hours per week as part of their assigned position, except in the case of an RA whose work is also their thesis work, in which case the hour cap does not apply.
- C. A Graduate Student Employee who believes their assigned workload cannot reasonably be completed within the time limits specified in Article VI, Workload, Section B may bring such concerns to their Supervisor and/or Department Chair for discussion and appropriate action. If a Graduate Student Employee in a University department or program believes their concerns regarding workload have not been resolved, they may bring that concern directly to the Dean of the Graduate School or their designee. The Dean of the Graduate School or their designee will meet with the concerned Graduate Student Employees within seven (7) business days of being made aware of the concern and will endeavor to resolve the concerns in a timely manner. The University shall notify the Graduate Student Employee concerned in writing of any action(s) taken to resolve the matter. Additionally, the University shall create a log of instances in which a Graduate Student Employee brings such a concern to the Dean of the Graduate School to include, at a minimum, the University department or program involved and the action(s) taken, if any, to resolve the matter. At least once per year, the University shall share the log with the Union to document the scope and nature of the concerns.
- D. The University acknowledges as a general principle that obligations of assigned positions should be met primarily during standard business hours (8:30 am to 5:00 pm, weekdays). The Union acknowledges as a general principle that the nature of the work performed by Graduate Student Employees involves obligations outside of those hours, such as classes or other academic activities scheduled in the evening, and laboratory responsibilities, such as ongoing experiments, that must be attended to at night and on

weekends. The parties acknowledge as a general principle that events, programs and expectations that are a condition of employment outside of those hours may unfairly disadvantage some Graduate Student Employees. As is the case with faculty, departments are expected to follow best practices regarding family friendly scheduling. This does not mean that all events outside of standard business hours should be prohibited. Rather, it means that those engaged in programming should be conscious of the exclusions created by afterhours events and should take proactive steps to accommodate Graduate Student Employees who may have difficulty attending events on evenings and/or on weekends. Departments and programs are expected to refrain from regularly scheduling events or meetings that are a condition of employment outside of standard business hours, and where Graduate Student Employees experience such regular scheduling they may bring those concerns to the Dean of the Graduate School.

Professional Feedback

- A. Supervisors shall provide regular feedback to Graduate Student Employees on the work they perform, including advice, guidance, and support on how to improve their performance. Flexibility in such feedback is encouraged, so as to address the broad nature of work performed by Graduate Student Employees and their individual needs.
- B. Notwithstanding the flexibility encouraged in Article VI, the following minimum standards shall be met by the Graduate Student Employee's Supervisor.
 1. Early Intervention. In the event that a Supervisor has reasonable concerns about a Graduate Student Employee's performance, they shall meet with the Graduate Student Employee as soon as practicable to discuss such concerns and provide the necessary guidance and support for the Graduate Student Employee to improve.
 2. Written Feedback. Supervisors shall undertake their best effort to provide written feedback to each Graduate Student Employee they supervise at least once per semester (which may include at the conclusion of the semester). Departments are encouraged to adopt their own forms or procedures for determining the parameters of such written feedback. Copies of written feedback shall be maintained by the Department and Supervisor.
 3. The written feedback will include an emphasis on the development of skills, and/or practices, and/or techniques, as appropriate, and shall also identify areas for growth and improvement.
 4. The Graduate Student Employee may request and receive an in-person meeting to obtain feedback and/or discuss the written feedback provided by the Supervisor.

- C. A Graduate Student Employee may also request and receive an annual review of their performance if performance feedback previously provided by the Supervisor does not address the Graduate Student Employee's performance over the year in which work was performed.
- D. The provision of professional feedback is not a prerequisite to the University exercising its rights to evaluate the specific assignment or continuing appointment of a Graduate Student Employee.

Class Size

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

Article VII

Leaves of Absence and Time Off

All graduate student leaves of absence, including family leave, medical leave, professional development leave, probationary leave, and personal leave, will be governed by the Graduate School's policies of leaves of absence. Graduate student employees considering medical leave and sick time are encouraged to review, depending on their circumstances, whether accommodations through the University Office managing accessibility services are appropriate.

VII.1 Medical Leave of Absence

- A. A graduate student employee shall be eligible for medical leave of absence on a semester basis when unable to meet employment obligations because of illness or injury.
- B. Students requesting a medical leave of absence initiate the process with the Graduate School. (No confidential information need be shared by the student except with the student support staff in the Graduate School and health care providers.) Paperwork required for a medical leave must be approved by the student's department and the Graduate School.
- C. International Students. A student approved for a medical leave of absence, who intends to seek treatment in the U.S. (doctor's note required) during the approved period of leave, may be approved to remain in the United States. Students seeking to remain in the U.S. while on medical leave are required to request this with OISSS.
- D. During medical leave, the Graduate Student Employee shall retain their Brown University email account, library privileges, and access to recreational facilities. Students may also request continued building access, which will be reviewed on a case-by-case basis.
- E. Return from leave. Return from medical leave is contingent upon the submission of documentation from a healthcare professional confirming that the graduate student employee is able to engage in required duties. Readmission from a medical leave must be approved by the Graduate School and University Health Services and/or Counseling and Psychological Services.

VII.2 Sick Time

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

VII.3. Holidays

An employee shall not be required to perform assigned duties when the University is closed for a national or state holiday or a declared emergency unless the special conditions of the appointment require the employee to perform duties at these times. These days shall not count towards permitted days of leave or vacation pursuant to Article VII.

VII.4 Special Time-Off

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

VII.5 Jury or Witness Service

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

VII.6 Bereavement

- A. The Graduate Student Employee will be granted the amount of time off with pay that is required to attend the funeral, memorial, or other similar services or gatherings, and/or to make arrangements necessitated by the death of any of the following:
- i. Graduate student employees are permitted to take up to three working days off with pay upon the death of a parent, step-parent, child, step-child, son or daughter-in-law, spouse, domestic partner, grandchild, grandparent, grandparent-in-law, mother-in-law, father-in-law and sibling. These relations are inclusive of spouse and domestic partner.
 - ii. One day of paid bereavement time off may be taken to attend the funeral or memorial service of persons who are not listed above.
 - iii. A Graduate Student Employee experiencing bereavement upon conclusion of a pregnancy, in cases other than live birth, shall be granted five days of paid bereavement time off.

VII.7 Replacement Coverage

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

VII.8 Professional Development Leave

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

Article VIII

Stipend, Health Care and Other Benefits

Stipend

FY	Adjustment	Academic Year Base Stipend	Summer Base Stipend: H&SS	Summer Base Stipend: Sciences
FY 20	Current	\$26,276.00	\$5,242.50	\$8,758.65
FY 21	2.50%	\$26,932.00	\$5,373.00	\$8,977.32
FY 22	The parties will reconvene to negotiate stipend amounts in January 2021. The stipend increase for FY22 will be no less than the faculty and staff merit pool for the same year.			
FY 23	The parties will reconvene to negotiate stipend amounts in January 2022. The stipend increase for FY23 will be no less than the faculty and staff merit pool for the same year.			

The University and the Union agree that reconvening in January 2021 and January 2022 regarding the stipend amount for the second and third year of this agreement are an express and intentional exception to Article XIII, Entire Agreement.

The stipend adjustment in FY 21 will take effect on July 1, 2020 for H&SS and Sciences.

Top-up rate for Teaching Assistant II and Teaching Fellow positions

FY	Teaching Assistant II	Teaching Fellow
FY 20 (per semester)	N/A	\$250.00
FY 21 (per semester)	N/A	\$250.00
FY 22 (per semester)	\$750.00	\$1,000.00
FY 23 (per semester)	\$750.00	\$1,000.00

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

Health Care

I. Subsidized health insurance for dependents.

- All PhD and MFA graduate students are eligible to receive a 75% subsidy for the cost of health insurance premium for a dependent(s).

II. Subsidized dental insurance for dependents.

- All PhD and MFA graduate students are eligible to receive a 75% subsidy for the cost of dental insurance premium for a dependent(s).

Other Benefits

I. Back up child care

- The number of eligible back-up child care days will be increased by five (5) days effective in FY 21 for graduate students when serving in bargaining unit positions (incremental to the five (5) days per year all graduate students currently are eligible for to a total of ten (10) days for graduate students when serving in bargaining unit positions).

II. Cost of Health Care Assistance

- The University recognizes the potential impact of the COVID-19 Pandemic on health related expenses for graduate students. To assist with these expenses, all graduate students who are eligible on September 30, 2020 to be included in the bargaining unit in accordance with Article I, Recognition and Bargaining Unit Description, will receive a one-time cash payment in the amount of \$400 on or about October 31, 2020. All such eligible students will receive the payment regardless of whether they are serving in a TA, TF, RA or Proctor semester-length appointment at the time the payment is made.
- The University is studying the idea of a health reimbursement arrangement (HRA) to be implemented in FY 22 or FY 23.
- In the event the University determines that an HRA is not practical or possible to implement, the University will make a one-time cash payment to all eligible graduate students in the amount of \$500 on or about October 31, 2021 (to students eligible as of September 30, 2021) and in the amount of \$600 on or about October 31, 2022 (to students eligible as of September 30, 2022).

Article IX

Equal Employment Opportunity and Non-Discrimination

IX.1 Statement of Values

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

IX.2 Statements of Policy

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

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

IX.3 Non-Retaliation Policy

University policy prohibits taking any retaliatory action for reporting or inquiring about alleged improper or wrongful activity. The University will not tolerate any form of retaliation against a Graduate Student Employee for making a good faith report of potential university-related legal or policy violations, including but not limited to allegations of discrimination and/or harassment. No Graduate Student Employee shall be adversely affected because they refused to carry out a directive which constitutes

fraud or is a violation of local, state, federal or other applicable laws and regulations. Any attempted or actual retaliatory action covered under this Policy will be subject to disciplinary action, up to and including termination. The University will investigate any complaint of alleged retaliation.

IX.4 Graduate Student Employee Responsibilities

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

IX.5 Definitions of Discrimination and Harassment

The University has established policies which define and prohibit discrimination and harassment and which apply to all Graduate Student Employees. These relevant policies include the “Sexual and Gender-Based Harassment, Sexual Violence, Relationship and Interpersonal Violence and Stalking Policy” and the “Brown University Discrimination and Harassment Policy” and the “Americans with Disabilities Act.” Definitions of discrimination and harassment specific to this Agreement, and consistent with those University policies, follow below and are included here for informational reference. The Union and the University acknowledge that as an employer the University is subject to compliance with federal, state and local law, including regulations, guidance, court decisions, and other external factors (collectively “the law”) which may change from time to time and are beyond the control of the University and outside the terms of this Agreement. If there is a conflict between this Agreement and University policy, this Agreement shall be controlling, provided that this Agreement does not limit or interfere with the University’s compliance with the law.

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

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

participate in or benefit from the University's programs and thus creates a hostile work or learning environment.

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

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

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

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

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

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

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

IX.6 Applicability of This Article

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

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

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

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

IX.7 Processes for Complaints of Discrimination

If an allegation is brought by a Graduate Student Employee that the University or University Employee has discriminated against the Graduate Student Employee with regard to their work as a TA, TA II, TF, RA or Proctor on the basis of any provision of this Article, it will be processed through the procedures of the University Office that handles such discrimination claims. The matter will be investigated and the University shall, in accordance with its applicable policies and procedures, make a determination on whether or not discrimination has occurred and take any necessary action. The Graduate Student Employee, whether as a complainant or the respondent, shall be entitled to all processes, procedures, accommodations, rights and responsibilities afforded any other member of the Brown Community under such applicable policies and procedures, including but not limited to all processes of appeal and/or review.

If the Union determines that the University's findings or actions constitute a violation of this Agreement, the Union may take the matter to mediation by serving notice in accordance with Article XI – Grievance Procedures. By seeking mediation, it is the intent of the parties to work toward a resolution of the complaint without utilizing the other provisions of the Grievance Procedure Article XI. The University shall be responsible for covering the full cost of mediation for a period of two (2) days, after which the University and the Union will split the costs evenly.

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

IX.8 Remedial and Protective Measures

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

Remedial and protective measures are available to all members of the Brown University community through the appropriate offices, including Title IX and Gender Equity and Campus Life. For purposes of this Agreement, the University and the Union acknowledge that matters specific to the terms and conditions of employment as Graduate Student Employees may need to be addressed from time to time. A Graduate Student Employee seeking remedial and protective measures related to their employment may do so through the Dean of the Graduate School at any time. The Dean of the Graduate School, in coordination with other offices as necessary and appropriate, may provide any of the remedial and protective measures referenced above as well as switching the advisor or laboratory of a Graduate Student Employee with as minimal disruption to their employment and research as possible, work schedule modifications, including the extension of funding timeline to accommodate time lost due to switching advisors or other changes, and other reasonable accommodations as necessary and appropriate. The Dean of the Graduate School has the discretion to ensure the appropriateness of any measure.

If the Union determines that the University's findings or actions constitute a violation of this Agreement, the Union may take the matter to mediation by serving notice in accordance with Article XI – Grievance Procedures. By seeking mediation, it is the intent of the parties to work toward a resolution of the complaint without utilizing the other provisions of the Grievance Procedure Article XI. The University shall be responsible for covering the full cost of mediation for a period of two (2) days, after which point the University and the Union will split the costs evenly.

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

IX.9 Union Activities or Membership

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

IX.10 Accommodations for Graduate Student Employees with Disabilities

The University will provide a qualified Graduate Student Employee with such reasonable accommodation necessary for the performance of their essential functions as a TA, TA II, TF, RA or Proctor consistent with University policy and procedure for providing reasonable accommodations to faculty and staff.

Article X

Discipline and Discharge

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

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

2. Discharge, for the purposes of this Agreement, shall mean the termination of a Graduate Student Employee's appointment prior to the expiration of that semester or academic year appointment. Discharge does not include the non-reappointment of a Graduate Student Employee, nor does it mean the failure to offer an appointment to a Graduate Student Employee. Discipline, for the purpose of this Agreement, refers to adverse employment actions taken based on job-related misconduct or job-related deficient performance, and not to determinations by the University to take adverse action or dismiss a Graduate Student Employee, for academic reasons, including without limitation, issues such as academic assessments, grades, non-employment related conduct, or actions governed by another University policy or procedure.
 3. At the discretion of the Dean of the Graduate School or their designee, a Graduate Student Employee may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action or discharge. The University reserves the right to stop payments during the leave in very serious situations. If the University later finds that the Graduate Student Employee is not responsible for the alleged misconduct, the University shall make the Graduate Student Employee whole.
 4. Reassignment should not be used as a disciplinary action, but the University retains the right to change a Graduate Student Employee's work assignment, including as a method for resolving a work performance or conduct matter.
- D. Remedial Measures. It is understood that the University, in addition to issuing disciplinary action, may also take reasonable remedial measures, when appropriate, with which a Graduate Student Employee must comply, provided the remedial measures are rehabilitative or corrective rather than punitive.
- E. Grievance Procedure. If a discipline or discharge involving job-related misconduct or job-related deficient performance is imposed, a Graduate Student Employee who disagrees with the sanction may seek redress through the Grievance Procedure provided in this Agreement.
- F. Union Representative. A Graduate Student Employee who has authorized the sharing or release of information to the Union in accordance with the Article dealing with Bargaining Unit Information and FERPA, may request that a Union representative be present at any investigatory meeting that a Graduate Student Employee reasonably believes may lead to discipline and/or a meeting where discipline is to be administered. Such requests shall not be unreasonably denied. A meeting to provide standard feedback of performance evaluation is not considered an investigatory meeting.

Article XI

Grievance Procedure

A. General Provisions for Resolving Grievances

1. The grievance procedure shall be the sole and exclusive procedure for the prompt, efficient and constructive resolution of grievances under this Agreement. Notwithstanding this process, the University and the Union recognize and encourage informal resolution of any dispute, generally by direct discussion between the grievant and his/her/their supervisor and/or the Union and the University.
2. A grievance shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. The grievance process does not apply to the University's academic and managerial rights recognized in the Management Rights Article of this Agreement.
3. The calculation of time limits set forth in this Article are as follows: the first day of the time period will be the first date after the date of the grievance and shall be the following consecutive calendar days, include Saturday, Sunday and holidays.
4. Except for the initial filing of a formal grievance, all time limits may be extended by prior mutual written agreement of the parties. During periods when regular classes are not scheduled, such as between semesters, after graduation and before the resumption of classes in the Fall, during long periods when the University is closed for holidays or breaks, the parties in particular can anticipate extending the required time periods for each Step.
5. Unless the parties agree in advance in writing of the extension of a time limit for the grievance process, any demand for a grievance which is not filed at each step within the time period set in this Agreement will be deemed waived and there shall be no further processing of the grievance or any other process provided for in this Article. A failure by the Union/grievant to comply with the time limits of Step 1 shall preclude any subsequent filing of the grievance.
6. Failure by the University at any Step to communicate its response within a specified time limit shall permit the grievant to move to the next Step but shall not be deemed to be agreement by the University with the grievant's position.
7. The filing or pendency of a grievance under this Article shall not prevent the University from taking action complained of, subject to the procedures of this Article.
8. The Union may initiate a Grievance at Step 2 if the grievance involves multiple students with the same issue.
9. Any grievance may be withdrawn without prejudice.
10. Any resolution reached through the grievance process may not be used to establish a precedent for the future interpretation or application of this Agreement.
11. The University may from time to time have concerns regarding the

interpretation, application or claimed violation of a specific term or provision of this Agreement on the part of the Union. The University shall seek to resolve such concerns through direct discussion and informal resolution between the University and the Union. If such direct discussion fails to resolve the matter the University shall have the right to initiate Step 3 of the grievance procedure with respect to any grievance, dispute or difference and, following Step 3, to take such matter through the mediation and arbitration procedure, using the process outlined in this Article.

B. Representation

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

C. Protection against Retaliation

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

D. Grievance Procedure

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

1. Initial Filing of a Formal Grievance.
If a grievance cannot be resolved informally, a Graduate Student Employee or the

Union shall initiate a grievance within thirty (30) days after the Graduate Student Employee first becomes aware, or reasonably could have known of, the act or circumstance that constitutes a grievance as defined in this Article. The grievance must be presented in writing. It must identify the Grievant, the provision of the Agreement that is the subject of the grievance, and sufficient details of the grievance to understand the violation claimed. It should include key relevant documentation and must state the relief requested. The initial filing should be made to the individual responsible for Step 1 in the process with a copy to the Office of the Dean of the Graduate School.

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

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

2. Step One

- a. The Union or a Graduate Student Employee, having a grievance in connection with their employment, shall file the grievance with the applicable Director of Graduate Study.
- b. Within twenty one (21) days of receipt of the grievance a meeting shall be held to discuss the details of the grievance. The Director of Graduate Study may designate who shall conduct the meeting and may request the presence of other appropriate parties. A union representative may be present.
- c. If the grievance is not resolved during the course of the Step One meeting or not settled before the determination must be issued, within fourteen (14) days of the meeting a written determination of the grievance at Step One shall be provided by the Director of Graduate Study to the Graduate Student Employee and the Union.

3. Step Two

- a. If the matter is not resolved at Step One, the grievance may be appealed in writing to the Department Chair at the Union's option. The written grievance appeal must be submitted to the Department Chair within fourteen (14) days from the date of the determination in Step One.
- b. A Step Two meeting with the appropriate University administrators, Graduate Student Employee and the Union and the Department Chair or their designees shall be held within fourteen (14) calendar days of submission of the appeal of the Step One determination. A union

representative may be present.

- c. If the grievance is not resolved during the course of the Step Two meeting or not settled before the determination must be issued, a written determination of the Step Two grievance shall be provided to the Graduate Student Employee and the Union within fourteen (14) calendar days following the meeting.

4. Step Three

- a. If the matter is not resolved at Step Two, the grievance may be appealed by the Union to the Dean of the Graduate School or their designee, provided that the written appeal is submitted to the Dean of the Graduate School within fourteen (14) calendar days following submission by the University of the Step Two determination.
- b. Within fourteen (14) calendar days of submission of the Step Three grievance to the Dean of the Graduate School, the Dean shall set a meeting at a mutually convenient time and place for discussion of the grievance with the appropriate University administrators and the Union and the Graduate Student Employee.
- c. The Dean of the Graduate School shall arrange for a representative(s) of the appropriate dean or administrative head of an equivalent unit to be present at this discussion. A union representative may be present.
- d. If the grievance is not resolved during the course of the Step Three meeting or not settled before the determination must be issued, a written determination of the Step Three grievance shall be provided to the Graduate Student Employee and the Union within fourteen (14) calendar days following the meeting.

E. Impartial Arbitration

A grievance which is not resolved at Step Three may be appealed to arbitration by the Union, provided that written notice of intent to arbitrate is submitted to the Dean of the Graduate School within twenty-one (21) calendar days following submission of the Step Three determination by the University. Such notice shall identify the grievance and the issue, set forth the provisions of the Agreement involved, and the remedy desired. If no such notice is given within the prescribed time limit set forth in this section, the grievance shall not be arbitrable.

Instead of resolving a grievance by proceeding to arbitration, the parties can mutually agree to undertake alternative dispute resolution procedures, such as mediation. The parties will select a mutually acceptable mediator. A request to proceed with mediation in place of arbitration shall be submitted to the University by the Union or to the Union by the University within twenty-one days of the Step Three determination and the parties have thirty days to make a final determination whether to pursue mediation in place of arbitration. Even if mediation is not successful in resolving all or a portion of the grievance, the use of mediation shall preclude arbitration of the grievance. If notice to mediate is not

given within the time limit, the option to pursue mediation shall no longer be available. The parties shall share equally in the cost of mediation.

1. Arbitrator. The parties shall select an arbitrator. If the parties cannot reach mutual agreement on an arbitrator within twenty-one (21) days of receipt of the notice of arbitration, the parties can request a list from the American Arbitration Association and the arbitration shall proceed under the Voluntary Labor Arbitration Rules of the AAA.
2. Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:
 - a. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association and the University or the Union or both shall forward to the arbitrator a copy of the grievance, the University's determination at Step Three, the Union notice of intent to arbitrate, and a copy of the Agreement.
 - b. Each party shall be responsible for their own costs of preparing and presenting the arbitration and the parties shall share equally the administrative fees of the AAA, the costs of the arbitrator and the cost for the transcript of the proceeding to be provided to the arbitrator. If the parties want their own copy of the transcript they shall be responsible for the cost of their individual copy.
 - c. At the close of the hearing, the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
 - d. The authority of the arbitrator is strictly limited to, the determination of the specific grievance consistent with the terms of this Agreement.
 - e. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify or disregard any of the terms, clauses, or provisions of this Agreement. The Arbitrator shall have no authority or jurisdiction to issue any award changing, modifying or restricting any action taken by the University on matters reserved to the University's discretion as provided in the Management Rights clause unless those actions are restricted by other specific terms of this Agreement.
 - f. The arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing and submission of the briefs, if any.
 - g. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the Employee(s) involved, although each party shall retain whatever rights it has under applicable state or federal law to challenge the decision and/or the award.
 - h. The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

Article XII

Severability

If any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement, except where the invalid provision goes to the heart of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it. In such an event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provision that has been invalidated.

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

Article XIII

Entire Agreement

The Union and the University had the opportunity during negotiations to make proposals with respect to any permitted bargaining subject matters. The Union and the University agree that all matters desired by either party have been presented, discussed and, where agreed to, incorporated into this Agreement. Accordingly, the Union and the University each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively during the life of this Agreement with respect to any subject or matter whatsoever, whether or not within the contemplation of the parties, and whether or not referred to in this Agreement. This Agreement therefore contains the complete understanding of the Union and the University with respect to all issues between them, and may not be modified or amended except by an explicit agreement in writing signed by the authorized representatives of the Union and the University.

Article XIV

Duration of Agreement

This Agreement shall be in full force and effect from July 1, 2020 until June 30, 2023.

Article XV

No Strike – No Lockout

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

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

The University agrees not to lockout any of the Graduate Student Employees covered by this Agreement during the term of the Agreement and any extension of the Agreement.

- B. The parties have agreed in Article VIII to reconvene in January 2021 for the purpose of negotiating stipend rates for the academic year 2021 – 2022 and in January 2022 for the purpose of negotiating stipend rates for the academic year 2022 – 2023. In both of those years if the parties have not reached a mutual agreement on the stipend rate for the upcoming academic year by April 1 the Union may, notwithstanding grievance procedures elsewhere in this agreement, provide notice to the University that it wishes to immediately seek mediation with regard to setting those stipend rates. In this instance only, the University shall bear the full cost of the mediation procedures.

**Collective Bargaining Agreement Made by Brown University and SUGSE
on Wednesday, June 3, 2020**

Agreed to and Accepted:

SUGSE: <u>Sierra V. Kaufman</u>	Brown University: <u>Russell C. Carey</u>
Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>
SUGSE: <u>Rithika Ramamurthy</u>	Brown University: <u>Amanda Bailey</u>
Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>
SUGSE: <u>Gabriele N Borg</u>	Brown University: <u>Ethan T. Bernstein</u>
Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>
SUGSE: <u>Kaitlyn H. Hajdarovic</u>	Brown University: <u>James M. Green</u>
Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>
SUGSE: <u>Kaitlyn Quaranta</u>	
Date: <u>06/03/2020</u>	
SUGSE: <u>A. Nicole Dusang</u>	
Date: <u>06/04/2020</u>	
SUGSE: <u>Siraj Sindhu</u>	
Date: <u>06/04/2020</u>	
SUGSE: <u>Max Weinreich</u>	
Date: <u>06/04/2020</u>	
SUGSE: <u>Marlon Jiménez Oviedo</u>	
Date: <u>06/04/2020</u>	
SUGSE: <u>Mirjam Paninski</u>	
Date: <u>06/05/2020</u>	
SUGSE: <u>Kyle Arnone, AFT</u>	
Date: <u>06/05/2020</u>	

Appendix

The following four documents are Side Letters that are separate from the Collective Bargaining Agreement and are not subject to the terms of the Agreement, and in particular are not subject to the Agreement's Grievance and Arbitration provisions.

SIDE LETTER of AGREEMENT

Between

BROWN UNIVERSITY

And

STAND UP FOR GRADUATE STUDENT EMPLOYEES, AFT, AFL-CIO

COVID-19 APPOINTMENT EXTENSIONS

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

COVID-19 Appointment Extensions

Many PhD graduate students who are in their third, fourth or fifth year of study in the spring semester of the 2019 – 2020 academic year have been disrupted by the COVID-19 pandemic with regard to their research and progress towards completion of their degree.

In recognition of this disruption the University announced on April 7, 2020 that beginning fall 2020, PhD students shall be eligible to apply for an additional semester of stipend support to compensate for time lost due to COVID-19. Given the length and continuing disruption of the pandemic, this initial commitment was being reassessed and the University was planning, separate and apart from contract negotiations, to increase the amount of stipend support through this program to two semesters. In parallel, SUGSE proposed to offer one-year funding extensions to graduate student employees who have advanced to candidacy.

Accordingly, the University proposes that the following be included in a side letter to the agreement:

- In recognition of the fact that doctoral programs and individual student circumstances vary widely, the University will form a COVID-19 Appointment Extension Committee, chaired by the Dean of the Graduate School (or designee) and composed of faculty, staff and students with appropriate representation from the academic divisions. The Committee will include four members of the administration, four members of the faculty (one from each division), and four graduate students (one from each division). The administrative and faculty members will be appointed by the Dean of the Graduate

School, and the students members will be appointed jointly by GSC and SUGSE. The purpose of the Committee will be to establish the criteria for the awarding of a COVID-19 Appointment Extension and other necessary details to aid in implementing the COVID-19 Appointment Extensions. Following the establishment of the criteria it will be the responsibility of the Graduate School to administer COVID-19 Appointment Extensions, including responsibility for determining whether or not students requesting the extension meet the criteria. In establishing the criteria, the Committee shall be guided by the following broad principles:

- As a general rule, students who are in their third, fourth or fifth year of study in spring semester 2020 shall be eligible for a two-semester appointment extension. Recognizing that students and programs vary, the intent of the University is to support students who have completed their course work, have advanced to candidacy, and were in the research or dissertation phase of their program in spring semester 2020. For many graduate students, the ability to conduct research is the most acute academic disruption caused by the pandemic; the intention of the COVID-19 Appointment Extension is to mitigate the impact of such disruptions on a student's ability to conduct research and complete the dissertation.
- In order to be eligible, students must be in good academic standing and eligible for re-enrollment at the time the COVID-19 Appointment Extensions would become effective.
- Notwithstanding the awarding of a one- or two-semester COVID-19 Appointment Extensions, students in the humanities and social sciences will remain eligible to apply for the Dissertation Completion Program (DCP) and the Dissertation Extension Program (DEP). COVID-19 Appointment Extensions, if awarded, will typically be in effect in the year prior to any approved DCP funding or DEP status but will not preclude consideration for DCP and/or DEP.
- The Committee will develop strategies with regard to the funding of COVID-19 Appointment Extensions, including balancing the prioritization of the use of grant funding, where applicable, with the intention of ensuring all eligible students, including those in research appointments in grant-funded labs, whose research has been disrupted by the pandemic are able to receive a COVID-19 Appointment Extension.
- In order to instill confidence in the criteria and the process for making COVID-19 Appointment Extensions, the Committee will develop an appeal process for students whose request for such an appointment is denied. In addition, the Committee will remain in place for duration of the program to provide assistance and support to the Graduate School as needed and will receive periodic reports from the Dean regarding the number of appointments made and denied by department or program.
- It is recognized that timely completion of the doctoral degree remains a shared value among students and programs. The intent of the University is to continue to support and promote incentives to students to complete their degree in a timely manner.
- Each semester (up to two) of a COVID-19 Appointment Extension will include an appointment as a Teaching Assistant (I or II), Teaching Fellow, Proctor or Research

Assistant.

- It is recognized that a small number of students who were in their previously approved and funded sixth year of study in the spring semester of the 2019 – 2020 academic year and were not completing their degree in that semester have been disrupted by the pandemic. Those students have already been provided an opportunity to request, and many have been awarded, an additional summer of stipend support under the program announced on April 7, 2020. To the extent any of those students wish to be considered for an additional semester COVID-19 Appointment Extension, including serving for that semester as a Teaching Assistant (I or II), Teaching Fellow, Proctor or Research Assistant, the Committee will include them as fully eligible.
- This Side Letter will be provided to the Committee to ensure that all Committee members have a similar understanding of the aims and underlying principles of COVID-19 Appointment Extensions.

SIDE LETTER of AGREEMENT

Between

BROWN UNIVERSITY

And

STAND UP FOR GRADUATE STUDENT EMPLOYEES, AFT, AFL-CIO

COVID-19 TESTING AND/OR COVID-19 TREATMENT OUT-OF-POCKET EXPENSES

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

COVID-19 Testing and/or COVID-19 Treatment Out-of-Pocket Expenses

The University will reimburse Graduate Student Employees who are enrolled in the Brown University Student Health Insurance Plan for any unreimbursed covered medical expenses related to COVID-19 testing or COVID-19 treatment up to the Out-of-Pocket maximum per policy year under the Student Health Insurance Plan (in 2020 up to \$6,350 per insured person or \$12,700 for all insureds in a family), effective July 1, 2020 through December 30, 2021, which date can be extended by mutual assent of the parties.

SIDE LETTER of AGREEMENT

Between

BROWN UNIVERSITY

And

STAND UP FOR GRADUATE STUDENT EMPLOYEES, AFT, AFL-CIO

HOURLY COMPENSATION

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

Hourly Compensation

The University will undertake a review during the 2020-2021 academic year and establish new policies and practices as necessary regarding the roles, responsibilities, and compensation for those graduate students who are hired into hourly positions. The objectives of the review will include clear and consistent practices across departments, known pay rates for hourly positions, and compliance with all legal, regulatory and university policy aspects of hourly employment. We anticipate the minimum hourly rate for such work will be \$15 per hour. The parties recognize that, pursuant to Article I of the Agreement, students who are compensated on an hourly basis are excluded from the bargaining unit.

SIDE LETTER of AGREEMENT

Between

BROWN UNIVERSITY

And

STAND UP FOR GRADUATE STUDENT EMPLOYEES, AFT, AFL-CIO

MEDICAL LEAVE AND MEDICAL ACCOMMODATION, CHILD CARE SUBSIDY AND PARENTAL RELIEF

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

Medical Leave and Medical Accommodation

- Medical Leave:
 - A. Graduate students are eligible to apply for a one-time grant of \$1,200 at the start of the medical leave.
- Medical Accommodation:
 - A. Graduate students are eligible for up to 4 weeks of short-term medical accommodation, in which they are relieved of their duties, maintain their active status and pay. As with all reasonable accommodations, documentation from a medical provider will be required when requesting a short-term medical accommodation. Documentation must state that the student is expected to be able to return to full-time study at the end of the requested accommodation duration. Medical documentation will also be required before a Graduate Student Employee on short-term medical accommodation resumes their duties. (No confidential information need be shared except with the student support staff in the Graduate School and health care providers.)

Child Care Subsidy

- The University will increase eligibility for the childcare subsidy to all dependent children in a household.

- The University will, beginning with the 2020 – 2021 academic year, increase the childcare subsidy per dependent child to \$5,000 per year, up to a maximum of \$15,000 per household. While the amount of the subsidy may be reviewed from time to time, the parties recognize that there is no commitment or obligation that it be increased on an annual basis.
- All existing eligibility requirements for the childcare subsidy remain applicable

Parental Relief

- In instances in which co-parents are both graduate students at Brown, the Graduate School will allow both parents to utilize the parental relief accommodation.

**Four Preceding Side Letters Made by Brown University and SUGSE
on Wednesday, June 3, 2020**

Agreed to and Accepted:

SUGSE: <u>Sierra V. Kaufman</u>	Brown University: <u>Russell C. Carey</u>
Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>

SUGSE: <u>Rithika Ramamurthy</u>	Brown University: <u>Amanda Bailey</u>
Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>

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Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>

SUGSE: <u>Kaitlyn H. Hajdarovic</u>	Brown University: <u>James M. Green</u>
Date: <u>06/03/2020</u>	Date: <u>June 5, 2020</u>

SUGSE: <u>Kaitlyn Quaranta</u>
Date: <u>06/03/2020</u>

SUGSE: <u>A. Nicole Dusang</u>
Date: <u>06/04/2020</u>

SUGSE: <u>Siraj Sindhu</u>
Date: <u>06/04/2020</u>

SUGSE: <u>Max Weinreich</u>
Date: <u>06/04/2020</u>

SUGSE: <u>Marlon Jiménez Oviedo</u>
Date: <u>06/04/2020</u>

SUGSE: <u>Mirjam Paninski</u>
Date: <u>06/05/2020</u>

SUGSE: <u>Kyle Arnone, AFT</u>
Date: <u>06/05/2020</u>