

Interim Agreement

BETWEEN

Brown University

AND

Graduate Labor Organization

RIFTHP, AFT, AFL-CIO

FOR GLO RATIFICATION VOTE

[with annotations marked in yellow highlight]

*new contract wins in green!

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Article I: Recognition and Bargaining Unit Description

This article affirms that Brown recognizes the Graduate Labor Organization (GLO) as the representative for the interests of bargaining unit (BU) members; covers who is and is not in the bargaining unit; and makes it so that Brown cannot negotiate with any other labor organization other than GLO when it comes to the interests of bargaining unit members.

- BU members include:
 - University Ph.D. students serving as a Teaching Assistant (TA), Research Assistant (RA), Teaching Fellow (TF), or Proctor.
 - **Master's students working at least 20 hours a week as RAs are included in the BU regardless of whether they pay tuition.**
 - TAs, RAs, TFs, and Proctors (collectively called Graduate Student Employees, or GSEs) are only in the BU during the specific semesters in which they are appointed in these roles.

- BU members do not include:
 - Supervisors, managerial employees, or confidential employees working as TAs, RAs, TFs, or Proctors;
 - Grad students on fellowship;
 - Ph.D. students receiving institutional training grants from external funding agencies;
 - Undergraduate students;
 - Students who receive hourly pay (other than Master's RAs working at least 20 hours a week);
 - All other faculty;
 - All other employees.

- Recognition
 - Brown agrees not to negotiate with anyone other than GLO over the wages, hours, or terms and conditions of employment for employees within the bargaining unit.

Article II: Bargaining Unit Information

This article deals with the release of non-directory information by members to GLO in order to help our union represent us.

- Our union will not release any information about our members without the written consent of the specific members involved.
- The information will include things like our names, departmental address, employee ID number, department, and wages.
- If the list of grad student employees (i.e. bargaining unit members) changes, Brown promises to provide our union with the most up to date information.

Article III: Union Rights and Responsibilities

This article details GLO's presence at new graduate orientations and our rights regarding using spaces on campus.

- Orientations
 - GLO has a right to give orientation presentations at the university, school, department, and program levels.
- Good-faith Rules
 - GLO has a right to conduct union business with Brown representatives on campus at all reasonable times as long as it follows university policy and procedure.
 - GLO has a right to use Brown rooms, equipment, and facilities that other campus unions have access to.
 - GLO may post notices on university billboards as long as the space isn't reserved for other purposes .
 - GLO has a right to table before and after school-wide orientation events
 - The university will respect and not interfere in union members' commitments to serve on various committees related to the contract as long as it doesn't interfere on a recurring basis with their TA, TF, RA, or proctor duties.
- Communications
 - The university will post a plain language summary of the contract on a university website after the first full week of the semester as long as the union supplies the plain language summary.
 - By October 15th of each year GLO will provide a list of GSEs who will be serving as representatives to work on the handling of grievances. The list will be periodically updated as needed.
- Access
 - **Union representatives have the right to access work spaces on campus to meet with other GSEs.**

Article IV: Union Security and Checkoff

This article outlines how Brown will facilitate the continuation of our Union. By having the University take on some administrative responsibilities (e.g. by automatically deducting dues) our union will be able to devote more resources to organizing and meeting our members' needs.

- The University and GLO agree that it will be a condition of employment that all GSEs will either become union members and pay union dues or pay fair share fees if they decline union membership.
- Voluntary Committee on Political Education (COPE) donations funds shall be deducted in the same manner as dues and fair share fees.
- Brown and GLO will work together to ensure that members in the Bargaining Unit are in compliance with paying either membership dues or fair share fees.

Article V: Management Rights

This article outlines the rights of the Brown administration, including the kinds of power and authority that they exercise as management of the University. This article is unchanged from the original GLO contract.

- The University exercises sole discretion over academic matters, including the appointment of TAs, the University's activities and programs, tenure decisions, admissions, etc.
- The University retains all rights granted by applicable law.
- The exercise of Management rights cannot be subjected to arbitration and grievance procedures, unless they conflict with other explicit stipulations in the contract.

Article VI: Appointments and Assignments

This article sets out the terms of our employment as TAs, TFs, RAs, and Proctors, including an expanded definition of TF to include all grads who are responsible for their own course. It also clarifies the conditions of this work, including the receipt of appointment letters, the maximum average number of work hours per week, class sizes, and the provision of Brown facilities to carry out our assignments.

- Appointment letters
 - The University commits to providing everyone appointed to a position as TA, TAI, TF, RA, or Proctor with an appointment letter no later than 2 months before the start of the position. **If these positions change or are canceled, grads will continue to receive the full stipend and benefits as outlined in their original offer letter.**
- Definition of positions
 - Teaching Assistant: works under a faculty member, without primary responsibility for course design, preparation, instruction, or grading; provides occasional classroom teaching/lecturing, section leading, grading; holds office hours;
 - Teaching Assistant II: holds primary responsibility for all/most preparation, instruction, and grading of a course, with a faculty member as instructor of record;
 - Teaching Fellow: holds primary responsibility for design, instruction, and grading of a course, independent of the direct supervision of a faculty member, with a student usually encountering only the TF during the course of the semester. **Departments may make their own decisions about which of their courses employ TFs, but the definition now encompasses MFAs and grads teaching language courses;**
 - Research Assistant: works in conjunction with a faculty member on that faculty member's research projects, which can also contribute to a grad's thesis. **Work hours for grads holding RAs can be negotiated with their advisor.**
 - Proctor: holds a non-instructional position within an academic department, degree programme, or university office. These positions are intended to further grads' professional development.
- Access to facilities
 - All grads with one of the above appointments are entitled to access to university services and facilities at no cost. **This now includes access to private space for meeting with students.**
- Workload
 - Grads with one of the above appointments may not be compelled or pressured to work more than an average of 20 hours/week as part of that appointment (except for RAs whose work is also their thesis work [see

above]).

- Professional feedback
 - Grads holding one of the above appointments have the right to regular feedback from their advisor/supervisor.

- Class size
 - Each department must have a class and/or section size policy for classes with TAs, TAlls, or TFs, which must be available in writing on request to grads; **the determining factor for how many students a TA, TAll, or TF should be responsible for must be in accordance with the average 20 hour/week limit.**

Article VII: Leaves of Absence and Time Off

Our leave article standardizes various types of leaves with those outlined in the Graduate Student Handbook, while significantly expanding the definition of a family member that is the ground for several leaves. The article also creates a new religious holiday leave.

- Medical leave
 - A graduate student employee can apply for medical leave of absence for up to two (2) semesters and a summer in a consecutive twelve (12) month period beginning the first day of the initial employment period when the GSE is unable to meet employment obligations because of personal illness, injury, medical procedure or other disabling medical condition.
- Paid short-term medical accommodation
 - A graduate student employee can take a paid short-term medical accommodation for up to four weeks.
- Sick time
 - A graduate student employee is entitled to 5 working days of leave when the employee or the employee's family member is sick.
- Family leave
 - **A GSE at Brown University may apply to take an unpaid family leave of absence for the birth or adoption of a child, for childcare, or for care of a family member with a serious health condition. The maximal length of the leave depends on the circumstances. Family members are broadly defined.**
- Parental relief
 - **A GSE is eligible for a semester or summer of leave if that employee has a new-born baby or adopted a child.**
- Religious holidays
 - **A GSE is entitled to celebrate their religious holidays by taking a leave. Religious holidays are broadly defined.**

Article VIII: Stipend, Health Care and Other Benefits

Our wage and healthcare article codifies equal pay between BU and non-BU workers for the duration of the contract, represents an effective 8.81% raise for FY24, provides 100% health and dental insurance subsidies for both child and immigrant spousal dependents, and covers 100% of vision insurance for all PhD and MFA students in addition to health and dental insurance.

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

- Raise and Healthcare Payment
 - All BU-eligible PhD and MFA students will receive a 7.75% base stipend raise in FY24 (for a total 12-month stipend of \$45,699), a 7.25% base stipend raise in FY25 (for a total 12-month stipend of \$49,012), and a 6.50% base stipend raise in FY26 (for a total 12-month stipend of \$52,198).
 - All BU-eligible PhD and MFA students will receive a Healthcare Assistance Payment paid in quarterly installments. The total payment will amount to \$1050 in FY24, \$1150 in FY25, and \$1250 in FY26.

- Backpay
 - All BU-eligible Graduate Student Employees will receive back-pay equivalent to the differential in earnings dating from 7/1/23 to the start date of the new pay period. This includes both the prorated difference between the current stipend rate and FY24 stipend base amount, in addition to the first quarterly installment of the healthcare assistance payment (\$262.50).
 - Graduate Student Employees who graduated after July 1, 2023 and prior to the start of the new agreement will receive back-pay equivalent to the differential in earnings between 7/1/23 and the end of their degree program. This includes both the prorated difference between the current monthly stipend rate and the FY24 monthly stipend rate, in addition to the first quarterly installment of the healthcare assistance payment (\$262.50).

- Health Insurance, Dental Insurance, and Vision Insurance
 - **All PhD and MFA students are eligible to receive a 100% subsidy for the cost of health insurance and dental insurance premium for a child dependent(s).**
 - All PhD and MFA students are eligible to receive a 75% subsidy for the cost of health insurance and dental insurance premium for a dependent partner/spouse.
 - **All PhD and MFA students with a dependent partner/spouse who is on F2, J2, and M2 immigration status are eligible to receive a 100% subsidy for the cost of health insurance and dental insurance premium for their dependent partner/spouse.**
 - **All PhD and MFA graduate students are eligible to receive a 100% subsidy for the cost of vision insurance.**

- Mental healthcare
 - All Graduate Student Employees are able to receive short-term treatment from the University's Counseling and Psychiatric Services (CAPS).
 - **If at any point during the contract unexpected changes are made to healthcare insurance plans, benefits, and/or copays, the University will inform and consult with the Union in advance of any material changes to these costs. Material changes are subject to negotiation between the parties.**

- Childcare
 - **All PhD or MFA students are eligible to receive a Child Care Subsidy of up to \$6,000 per child (up to three children), extended for children up to age 13. Students with children aged 6-13 will be eligible for 50% of this subsidy (\$3,000). Brown will waive the household adjusted gross income eligibility criteria when both parents are Brown University PhD or MFA students.**
 - **The number of eligible back-up child care days will be increased by five (5) days for Graduate Student Employees who are currently serving in BU positions. This is in addition to the five (5) days per year all Graduate Students are eligible for, which totals to ten (10) days for GSEs serving in BU positions.**

Article IX: Equal Opportunity Employment and Non-Discrimination

This article pertains to the handling of discrimination, harassment, and academic retaliation cases. This article now includes a simultaneous, enforceable process where grads facing discrimination or harassment may file a union grievance without having to wait for the Graduate School process.

- Statements of Policy
 - Brown and GLO agree not to discriminate or permit harassment on the basis of protected categories (race, color, **caste**, religion, age, national or ethnic origin, disability, status as a veteran, sexual orientation, gender identity, gender expression or sex). Brown and GLO do not permit discrimination and harassment on the basis of Union membership or activity; participation in a grievance or complaint process; marital, parental, or pregnancy status; citizenship status; appearance; **genetic information; or health or health history.**
- Non-Retaliation Policy
 - The University does not permit retaliation against GSEs who report or ask about wrongful activity, including cases of discrimination or harassment. Supervisors who retaliate against GSEs will be disciplined and may be fired.
- Graduate Student Employee Responsibilities
 - GSEs are prohibited from discriminating against or harassing their students.
- Definitions of Discrimination and Harassment
 - The federal/state definition of unlawful harassment is stated in this section. It is defined as unfavorable or unfair treatment of a person or class of persons because of an impermissible factor such as race, religion, or sexual orientation. The following are defined in this section and can be found in the contract:
 - Harassment
 - Sexual harassment
 - Hostile work environment
 - Gender based harassment
- Processes for Complaints of Discrimination and Harassment
 - GSEs may seek to resolve complaints of alleged discrimination or harassment via Brown's relevant offices, **and/or through GLO's grievance procedure. GLO's grievance procedure is described in article 11 and it is an enforceable process via arbitration. GSEs may**

- use both avenues simultaneously, or just one avenue of their choice.**
 - **For any meeting related to Brown's internal discrimination and harassment procedures, a GSE may be accompanied by a union representative.**
- Remedial and Protective Measures
 - Remedial measures support an individual who has filed a complaint, whereas protective measures are action against a respondent to a complaint. Examples include counseling, no contact orders, changing academic schedules, and switching advisors or labs.
- Union Activities or Membership
 - Brown will not discriminate against any grad worker over their participation in GLO.
- Accommodations for GSEs with Disabilities and/or Pregnancy
 - Brown will provide reasonable accommodations to ensure both grads with disabilities and pregnant grads have access to their work as graduate employees.
- Academic Retaliation
 - Brown will not retaliate against grad workers by academic means for exercising any of their rights under the GLO contract.

Article X: Discipline and Discharge

This article details the graduate student employee (GSE) disciplinary process. This pertains only to employment conduct or activities that are non-academic (i.e. related to work only).

- Employee/student distinction
 - Clarifies that the disciplinary process only applies to GSEs who are teaching assistants, research assistants, or proctors. Because the disciplinary process only applies to employment conduct or activities, consequences should not affect the GSE's student status.
- Informal resolution
 - GLO and Brown prioritizes the use of informal resolution to resolve workplace issues. Informal discussion should not be used as a form of discipline nor can it be used as a way to judge future employment decisions unless it is in writing.
 - **If the informal resolution does not work, supervisors will follow the following three-stage progressive discipline model:**
 - **Written warning with a written improvement plan. During this written warning, the GSE should be notified of their right to union representation. The GSE should have a copy of the written warning and written improvement plan.**
 - **Final written warning.**
 - **Discharge from employment.**
- Grievance procedure
 - A GSE can use the grievance procedure listed in Article 11 if they do not agree with the discipline or discharge.
- Union representative
 - **A GSE may request a union representative to be present at any investigatory meeting if the GSE believes that the meeting will result in discipline.**
- Non-performance
 - If a GSE fails to perform their duties, the University reserves the right to suspend their funding during the appointment. The University is **required to warn the GSE two weeks in advance in writing.**

Article XI: Grievance Procedure

Article 11 outlines our grievance procedure and the approximate timeline for its various stages. A big win here is that we now have the right to union representation at any stage of the grievance procedure.

- General provisions for resolving grievances
 - This defines what counts as a grievance, how the periods of time set out below are to be calculated, and other provisions concerning the implementation of the procedure.
- Representation
 - **A grad filing a grievance has the right to union representation. Grad students who make complaints against the University outside of the grievance procedure (e.g., concerning academic matters) also have the right to be accompanied by union representation.**
- Protection against retaliation
 - Retaliation against an individual filing a grievance is forbidden. Both the actions and potential career effects associated with retaliation are defined.
- Grievance procedure
 - Initial filing is to be conducted **within 60 business days** of becoming aware of the problem. This contract section details the two steps of the process.
 - If Step Two produces no resolution, the matter can be appealed to arbitration (or mediation, although this precludes the possibility of arbitration later).
 - **A complainant has the right to a meeting within 60 days of the grievance's resolution to discuss how well this resolution is being implemented and make sure that no retaliation is taking place.**

Article XII: International and Undocumented Student Matters

Grads who are not US citizens will receive protections against the arbitrary use of federal immigration power, support for visa application and unexpected visa complications, and benefits for visa renewal and status maintenance. Noncitizen spouses for grads receive 100% coverage for their health insurance. A working group between the Union and the University will work together to improve other benefits for noncitizen spouses. A fund will be established to defray costs associated with maintaining immigration status in the US by the end of June 2024.

- Benefits, support, and protections
 - **Noncitizen GSEs receive 5 days of leave per academic year to deal with immigration-related issues.**
 - **If a grad is unable to come to or return to the US (e.g. because of a natural disaster, border closure, etc.), the grad will be provided support to work remotely.**
 - **If a grad loses work authorization, the university shall re-employ the grad at a different visa category that allows them to work.**
 - **The university shall not communicate immigration and personal information of noncitizen grads to third parties, including government agencies, except as required by law. The non-disclosure applies to DACA grads.**
 - **The Brown Police shall not inquire about any grad's immigration status and will not partner with federal agencies to do so. Brown affirms its non-discrimination commitment regardless of immigration status or nationality.**
 - **Brown shall not make changes to immigration information storage systems without the approval of the union.**
- Support for noncitizen spouses
 - **Noncitizen spouses on F2 and M2 visas will receive 100% coverage for their health insurance.**
 - **A working group between the Union and the University will work together to improve other benefits for noncitizen spouses, including better access to job postings, recreational buildings and libraries, and English language support, amongst others.**
- Noncitizen fund
 - **The Union and University will collaborate to establish a fund of no less than \$30,000 that defrays the costs associated with maintaining immigration status in the US by the end of June 2024.**

Article XIII: Severability

The Severability article summarizes what happens if any part of the contract is deemed to be illegal or invalid by any courts (for example, if a future administration's National Labor Relations Board (NLRB) votes to override the 2016 Columbia ruling that graduate students are employees). If part of the contract is deemed illegal or invalid, this article allows the remainder of the contract's terms to remain effective.

- If the NLRB finds that graduate students who serve in fellowship positions qualify as employees, the University shall recognize the inclusion of those students in the bargaining unit (BU).
- If the NLRB finds that graduate students serving as teaching assistants or research assistants (currently in the BU) are not qualified as employees, the contract should still be enforced until the date of expiration.

Article XIV: Entire Agreement

This article prohibits Brown University or GLO from bargaining further while the contract is in effect, otherwise known as the 'zipper clause.' However, the new version of this article allows GLO and Brown to re-open negotiations in the event of unforeseen circumstances that may impact grads.

- This article states neither Brown nor GLO shall attempt to further bargain this contract after its ratification.
- **The exception to this is an unforeseen circumstance, such as a pandemic or natural disaster. Generally, an unforeseen circumstance is one which seriously impacts a GSE's ability to work.**

Article XV: Duration of Agreement

This article specifies the exact dates that the contract will be in effect.

- This CBA will be in full effect from July 1, 2023 to June 30, 2026.

Article XVI: No Strike-No Lockout

This article describes that for the duration of this collective bargaining agreement GLO will not go on strike and Brown will not lockout, or prevent, GSEs from doing bargaining work as a tactic of union busting.

- GLO agrees not to engage in any strike, work stoppage, slowdown, sympathy strike, withholding of grades or academic evaluations, or other activities that would disrupt Brown's operations for the duration of this contract.
- If any of these activities occur, the union will ask their members to resume their work responsibilities. If GSEs continue to engage in these activities they can be subjected to discipline from Brown, including being removed from their work position.
- Brown agrees that for the duration of the CBA, no GSEs will be locked out or prevented from doing their bargaining unit work. Typically, lockouts are used to bust unions by preventing union workers from working and replacing them with a non-union workforce.

Side Letters Not Part of the Collective Bargaining Agreement*

*A side letter is not part of the core CBA and therefore is not legally enforceable in the same way as an article, often due to its scope going beyond strictly the terms of employment. In some cases, its violations are not subject to the grievance process. However, they still set a crucial precedent in writing and they codify many wins throughout this bargaining process.

Financial Matters Side Letter

This Side Letter captures a number of financial topics that GLO and Brown discussed throughout negotiations, including **equal pay (i.e. rate of pay for fellows and those outside the Bargaining Unit).**

- Hourly compensation
 - **Bargaining Unit members and fellows working hourly jobs outside of their official appointments/assignments will be paid a minimum of \$22.50/hour.**
- First-year supplemental fellowship
 - **The transitional stipend for incoming first-years (entering Fall 2024) will now be set at \$1750.**
- Transportation
 - **This section codifies the University’s program of free RIPTA rides through Brown student IDs, including The Ride (RIPTA’s ADA services).**
- Students in fellowship appointments
 - **This section codifies equal pay between Bargaining Unit members and Fellows for the duration of this contract. Pay rates for fellows will be as follows:**

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

- Backpay
 - **All Fellows will get a one-time backpay payment dated from 7/1/23, as well as the first quarterly installment of the Cost of Health Care Assistance Payment (\$262.50).**
 - **All Fellows who graduated after July 1, 2023 and prior to the effective date of the agreement will get the same backpay payment dated from 7/1/23 through their graduation date, and one quarterly installment of**

the Cost of Health Care Assistance Payment (\$262.50).

- **The new raise will take effect on July 1 of each fiscal year.**

Tax Assistance Side Letter

This side letter commemorates Brown's commitment to assisting non-resident grads with tax filing.

- The university shall subsidize non-resident aliens' tax filings. Most international grads are non-resident aliens.
- The university will provide mini-consultation sessions during tax filing seasons to further assist tax filing.

Covid Matters Side Letter

This side letter details both workplace protections for graduate student employees regarding Covid-19, as well as guarantees eligibility for an additional year of funding to Graduate Student Employees who began their studies at Brown during or before the 2020-2021 school year.

- Additional year of funding (“Covid extension”) for current 4th, 5th years
 - In addition to those previously granted eligibility for an extra year of funding, grad students who began their studies at Brown during the 2019-2020 and 2020-2021 school years will be eligible to apply for an additional academic year of funding (two semesters and one summer).
- Testing
 - Brown will provide high-quality masks and tests at no cost via the Graduate Center. If at any point during the contract Brown stops providing rapid tests at the Graduate Center, administration will engage in discussion with GLO.
- Masks and masking
 - GSEs will be able to require masking in classes, labs, and/or meetings for the duration of the contract.
 - Brown will continue to distribute masks to GSEs in the event that the university stops providing them at the Graduate Center.
- Remote work
 - GSEs who are sick or caring for sick dependents will be able to work remotely upon consultation with their supervisors.
- Air quality
 - Brown agrees to maintain Indoor Air Quality (IAQ) in compliance with state and federal regulations, including the CDC’s most recent ventilation guidance, and will make portable air cleaners (PACs) available by request through the Department of Facilities Management.

Master's RAs Side Letter

Brown and GLO agree that if Master's RAs work at least 20 hours in a week, they will be included in GLO's bargaining unit. This side letter discusses the specifics about Master's RA inclusion in the bargaining unit and establishes the process for Master's RAs to bargain with the university over wages and working conditions.

- **Master's students working at least 20 hours a week as Research Assistants, regardless of whether they pay tuition, will be included in the Bargaining Unit.**
- **Some of the provisions in the contract will not pertain to tuition-paying Master's RAs, such as fully-funded health insurance premiums and childcare benefits.**
- **Brown and GLO will negotiate these Master's RA specific articles no later than July 1, 2024 (or a later date that both parties agree to).**
- **Effective January 1 through June 30, 2024, Master's RAs who work at least 20 hours a week will have a minimum hourly rate of \$22.50 (same as the rate in hourly compensation of the Financial Matters side letter). Nothing in this side letter prevents Master's grads from negotiating a higher rate through their bargaining process.**