WPI Graduate Workers Union: An Overview for Faculty

Presented by Terri Camesano December 6, 2023

Graduate Student Unions in the US

- Unionization of graduate workers began in the 1960s but was initially limited to public universities, U Wisconsin negotiated the first contract with its Teaching Assistants in 1970
- In 2002, NYU was the first private institution to negotiate a contract with its graduate assistants
- Activity has really grown in recent years
- There are >150 GWUs in the US, including many of our peers and neighbors, such as Harvard, Tufts, Brandeis, Boston College, BU, UMass, MIT, Clark, John Hopkins, etc.
- Everyone wants generally the same things (increased pay and benefits, especially health care, paid time off, better and safer working conditions)

WPI GWU-UAW Collective Bargaining Agreement

- In November 2022, graduate workers unionized with the UAW; union represents approximately 600 graduate workers
 - 245 RAs, 180 TAs, 153 hourly, these numbers fluctuate slightly
- Collective bargaining commenced in early January and concluded on August 15th
 - WPI assembled a committee to engage in the bargaining, consisting of Provost Art Heinricher, Senior VP of T&I Lauren Turner, Dean Terri Camesano, Assistant Dean Rory Flinn, AVP Kris Sullivan, Director Kelly Draper, and Director Kat Keyes
 - On the GWU side, a team was assembled of both Master's and PhD students, from various departments (RBE, BBT, Materials Sci, Manufacturing, and Learning Sciences)
- The team had extensive consultation with department heads, graduate coordinators, Deans, principal investigators, and other key faculty/staff. Regular report outs were made to DHs and GCs on proposed contract terms throughout negotiation process, and input was sought throughout the process

Contract Status

- Contract was ratified on August 31, 2023 Four-year term to August 2027
- Terms of agreement apply to GWUs in their "employee" status and maintains clear distinction from their "student" status
- Work continues to implement terms of CBA which will include integration with Workday, communication with and training of key stakeholders responsible for contract administration (Kelly Draper and Rory Flinn are visiting each academic department to present details and answer questions)
- We are still in somewhat of a transition since the integration to Workday has not fully happened, but is expected by the end of December 2023

Titles & Classification (Article 5) Compensation (Article 28)

Salaried/Stipended Positions

- **Research Assistant:** Performs research under the supervision of faculty/principal investigator (PI).
- **Teaching Assistant:** Performs instructional services which may include teaching, grading, coaching, and/or other academic support services.
- TA/RA Stipends: \$39,000 (12 month) & \$29,250 (9 month)
 - Increases of 2.6% in year 2, 3% in year 3, and 3% in year 4

Hourly Positions:

- Administrative Support: Performs administrative or other related clerical work that is not teaching or research related.
- **Graduate Learning Assistant or Graduate Assistant**: Performs work related to grading, tutoring, and/ or other academic support services on an hourly basis, or performs a combination of administrative, academic support and/or research support under the supervision of a faculty or staff member or another GW.
- Research Assistant: Performs research under faculty/principal investigator supervision on an hourly basis.
- \$18/hour for Hourly Admin & Instructional GWs; \$20/hour for Hourly Research Assistants
 - Yearly increases of .33

Paid Time Off (Articles 20, 21 & 22):

Sick/Personal Leave

- Ten (10) days for 12-month appointment
 - Ex: Caring for their own or child, spouse or partner, immediate or chosen family member physical or mental illness, injury or medical condition or for medical procedures, including abortions.
 - Ex: Attending their own routine medical appointment or attending a routine medical appointment for their child, spouse or partner, immediate or chosen family member, and members of the household regularly sharing the employee's residence.

Parental Leave: Eight weeks, GW may request an additional two weeks paid and two weeks unpaid, for either parent

Bereavement Leave (five days), Civic Duty, Immigration Leave (10 days)

 A GW may request additional paid days off from their supervisor(s) and requests shall not be unreasonably denied.

Holidays: 11.5 holidays specified (see list in the Appendix)

• If an hourly GW is not able to work on a scheduled University holiday, they shall be provided the opportunity to make up lost work time for that day.

Vacations

Salaried GWs receive twelve (12) days for 12-month appointment

Appointment Notification/Security (Article 8/9) Workload (Article 13)

Appointment Notification:

- For TAs and RAs, letters of appointment no later than sixty (60) days in advance and include specifics about appointment
 - Offers for 9- or 12-months terms (shorter term appointments with advance notice to GW and Union)
- For hourly GWs, letters of appointments at the time of offer, and no later than the commencement of work and includes specifics about the appointment
 - Minimum of one term
- Early notice of summer opportunities with the goal of notification by the start of C-term
- ESL language training will be provided without charge for GWs who are deemed to require this training to effectively perform their work

Appointment Security:

- If position described in the Letter of Appointment becomes unavailable due to cancellation or similar reasons, the University shall work with the GW to find a comparable position for the duration of the appointment
- May require a GW to change their research focus to be funded by a different grant and PI

Workload:

Workload for a full-time Graduate Worker (GW) shall not exceed an average of twenty
 (20) hours per week during the term of the GW's appointment

Discipline & Dismissal (Article 32) Grievance & Arbitration (Article 33)

Discipline & Dismissal

- Our goal is to use early intervention to provide feedback that allows the GWU to improve. Please reach out early when there is any concern about a performance issue. Kelly Draper will be the primary contact for this. Rory Flinn is also extensively involved.
- Can not discipline a Graduate Worker (GW) without just cause
- Importance of documenting conversations about performance
- Maintain distinction between student responsibilities and worker responsibilities
- Discipline may include written warnings, unpaid suspensions, or dismissal/discharge from employment from a GW appointment based upon job-related misconduct or job performance
- GW has the right to have union representation

Grievance & Arbitration

- Claim by an individual GW, a group of GWs or the Union that the University has violated a specific term of this Agreement, informal resolution is preferred
- Formal resolution includes a three-step process including external arbitration

Take-away messages

 Please read the CBA and the FAQs on the website <u>https://www.wpi.edu/c/graduate-student-workers-union-frequently-asked-questions</u>

 Reach out to any of us on the bargaining committee anytime with questions and concerns, and Kelly Draper kdraper@wpi.edu will be the primary contact for performance/discipline issues

Questions?

Appendix

GWU Paid Holidays

- New Years Day
- Martin Luther King, Jr. Day
- Patriots Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Holiday (closes at noon on Wednesday)
- Thanksgiving Day
- Day after Thanksgiving Day/ Native American Heritage Day
- Christmas Eve Day & Christmas Day

Other Key Articles

- Management Rights (Article 4): Terms or working conditions not specifically articulated in the CBA remain at the discretion of management
- Travel (Article 16): Directly pay preferred providers in advance, when this pre-payment is an option with these providers, for all authorized and approved lodging and transportation expenses, as well as directly paying for authorized and approved conference registration fees. Other circumstances follow WPI Travel Policy
- Training (Article 17): Trainings that are needed to fulfill the GW's assignment will be at no cost to the GW and shall be considered part of the required workload of the GW.
- **Health & Safety (Article 18):** Laboratory spaces will have SOPs, training, new GW orientation; PPE, commitment to "cooperative effort in area of health & safety"