

Your Rights as a Graduate Student Worker!

The Right to Union Representation:

You may request to have your GEO department steward or a union representative present when meeting with your supervisor if you think that the meeting may result in discipline or lead to termination. Workers are encouraged to read the Weingarten Declaration when asking their supervisor for union representation:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion."

The Right to File a Grievance:

When your supervisor or employer violates the GEO contract, state and/or federal law, the employer's policies, past practice, or fair treatment policies, then you have the right to file a grievance via GEO. The grievance procedure is the process the union initiates to remedy any such legal violation. The first step - and usually the last step in the process - is an informal meeting with a union representative, the grievant, and the grievant's supervisor. More often than not, the grievance can be settled this way. Often, the employer is unaware of contract the contract provision and will follow it once informed by a union representative, or the employer understands they've been "caught," and quickly backs down as soon as they are contacted by the union. Grievance-related meetings usually result in compromises agreeable to both the grievant and the employer. Most grievances do not end up being confrontational. Because the union staff are familiar with University policy and practices, the majority of grievances, even those dealing with serious violations, end up being solved by staff members simply helping the graduate employee to get through administrative hurdles and the labyrinth of University policy and workplaces.

Protection from Discrimination:

Article 15 of the GEO Contract:

“The University shall not discriminate with respect to appointment, reappointment, or terms of appointment of graduate student employees, or other matters governed by this agreement on the basis of race, native language or dialect, sex, gender identity or expression, color, religion, creed, marital status, pregnancy, parental status, national or ethnic origin, age, sexual orientation, disability, political affiliation or belief, veteran status, citizenship, HIV status, or GEO affiliation and/or activities.”

Sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, is prohibited under Title VII of the Civil Rights Act of 1964.

Discrimination is an issue GEO can help with. If you are experiencing discrimination, please contact us.

Protection from Employment Hazards and Exploitation:

Hours Worked:

As a GEO member, you are under no obligation to work more than the hours specified in your contract. Most GEO contracts specify a maximum of either ten or twenty hours worked per week, and some positions are five hours or less. If you feel that you are working more than your contract specifies, begin documenting the amount of hours you work each week, and contact us.

Safe Working Environment:

Article 30 of the GEO contract guarantees our members, including Assistant Residence Directors, a healthy and safe work environment. You cannot be forced to work in a situation which can be potentially hazardous to your health and/or safety.

Ways to Get Involved:

The Graduate Employee Organization always encourages its members to be involved in the union! You can do so by becoming a steward, attending one of our caucuses (LGBT, Women, ALANA), attending meetings, or just coming into the office to ask information! Our membership is the highest decision making body of our union, and therefore we treat every concern and need of our membership with care and attention.

Please see the assistantship information below for a detailed outline of the benefits—tuition and curriculum fee waivers, health insurance, and dental and vision insurance—to which you have access.

2013-2014

Assistantship Information

This information does not apply to Graduate Student Hourly Positions

Dates:	for TA's and TO's:	AY	9/1/13	to	5/24/14	(38 weeks)
		Fall	9/1/13	to	1/11/14	(19 weeks)
		Spring	1/11/14	to	5/24/14	(19 weeks)

All other appointments may run any # of weeks between 5/26/13 to 5/24/14
International students may work up to 40 hours per week during intersession, 12/8/13 to 1/18/14 and from June through August.

PARTICIPATION AGREEMENT –*One time only; must be on file with the Graduate Assistantship Office prior to the approval of the first Graduate Assistantship from.* Print at : <http://amherst.cvip-umass.net/pdfs/student.pdf>

Campus Minimum Hourly Rate: \$21.99 per hour

The current minimum rate of \$21.99/hour or, if above the minimum—the current rate should be used for summer 13, fall 13, and AY 13-14 appointments. The GEO stipend increase of 3.5% effective September 1, 2013 will be done centrally. If you wish to increase the hourly rate for your graduate student employees beginning September 1, 2013, you may do so, but please know that the 3.5% mandated GEO stipend increase will go on top of the increase.

Minimum Earnings for Tuition and Curriculum Fee Waiver:

*Summer 13	\$3,078.00
Fall 13	\$4,178.10 (\$4,324.40 after the implementation of the 3.5% increase.)
Spring 14	\$4,324.40
*Summer 14	\$3,186.40

Summer 13 Earnings between May 26, 2013 and August 31, 2013 that are in excess of \$3,078.60 will be applied towards calculating tuition and Curriculum Fee waivers for the Fall 2013 and Spring 2014 semester.

*Note: Summer waivers are applied towards the per credit enrollment of thesis or dissertation. They do not waive Continuing Education Registration Fees.

Health Benefits: (WORKING GRADUATE ASSISTANTSHIPS ONLY)

All qualified earnings between **May 26, 2013 and May 24, 2014** will be used to calculate Health Plan exemptions for the AY 13-14.

- **\$4,178.10 (\$4,324.40 after 3.5% increase)** 95% exemption of the Basic Health Plan for that semester, 90% exemption of the Family Plan for that semester and a 95% exemption for Fall and Spring Student Health Insurance Plan (SHIP.)
- **\$8,648.80** 95% exemption of the Basic Health Plan for Fall and Spring, 90% exemption of the Family Plan for Fall and Spring semester and a 95% exemption for Fall and Spring Student Health Insurance Plan (SHIP.)

Health Plans run: Fall Plan Aug. 1 to Jan. 31 Spring Plan Feb. 1 to July 31

Students who register for less than 5 credits or pay the Continuous Enrollment Fee are not automatically enrolled for Health Insurance and must **contact UHS directly for enrollment information.**

Dental and Vision Benefits (Administered by UAW/UMASS Health and Welfare Trust):

Graduate student employees who earn at least \$4,178.10 (**\$4,324.40 after 3.5% increase**) in a GEO-eligible position are eligible to receive 6 months of dental and vision benefits; those who earn at least \$8,648.80 are eligible for 12 months of benefits. The dental and vision benefits plan year is 10/1 to 9/30 of each year. Electronic enrollment for plan year 2013-14 will be available at www.hwtrust.geouaw.org. This website includes a complete list of plan benefits, eligibility guidelines and enrollment procedures (there are five open enrollment periods). Contact the Health and Welfare Benefits Administrator for more information: uawdental@external.umass.edu.

Wellness and Childcare Benefits (Administered by UAW/UMASS Health and Welfare Trust):

Eligible graduate student employees may be reimbursed for gym fees and childcare costs. For more information about these programs go to: www.hwtrust.geouaw.org or contact the Health and Welfare Benefits Administrator: uawdental@external.umass.edu.

1.0 GEO FTE=760 annual hours. Examples: 20 hours per week for 19 weeks=380 hours=.5 FTE; 20 hours per week for 38 weeks=760 hours=1.0 FTE.

Vacation and Other Time Off: (pro rated if less or more than 1 FTE)

Vacation = 1 day per month

Example: For a 20 hour per week appointment, vacation time equals 4 hours per month. You can use the multiplier .0473 times the total number of hours to determine Vacation time. TAs and TOs must take vacation time during Winter break or Spring break unless agreement is reached with department head that an alternative schedule would be acceptable. RA's and other graduate student employees may take vacation at any time, provided they obtain prior written approval from the supervisor. Vacation leave cannot be carried over beyond the contract period in which is earned.

Additional Time (For religious observances, personal leave, illness) = 24 hrs. per semester for a FTE (fulltime) position or 17 hrs per 14-week summer session. For the academic year use the multiplier .063 times the total number of hours to determine Additional time during the semester. *Example:* For a 20 hr per week appointment, Additional Time equals: 20 hrs x 19 wk. x .063 = 24 hours/semester. For the summer session, use the multiplier .061 times the total number of hours to determine Additional Time during the summer. *Example:* 20 hr per week appointment during the summer, Additional Time equals: 20 hrs x 14 wk x .061 = 17 hours/summer. *Reminder:* Additional Time cannot be carried over beyond the academic year or summer session in which it is earned.

Holidays: TAs and TOs who normally work on a day when the University is closed due to a holiday shall not be required to work on that day and shall receive pay for that day. However, when class days are switched (e.g. Monday is on a Wednesday) workdays will be switched as well. RAs and other graduate student employees who are required by their supervisor to work on a University holiday shall receive compensatory time off unless such requirement is part of the graduate student employee's job description. The following days are considered holidays:

New Year's Day	Washington's Birthday	Memorial Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day	Christmas Day
Martin Luther King Day	Patriot's Day	Independence Day	

Budget information for Departments:

Health and Welfare Fund

\$14.00 per week per FTE or \$ 0.70 per hour

Curriculum Fee Charge-Back – Detailed information can be found at:

<http://www.umass.edu/af/systems/fca/Graduate%20Curriculum%20Fee%20Rate%20MemoFY2013%20OGCA%20-%20Revised%20dates.pdf>

GEO Health Charge-Back – Detailed information can be found at:

<http://www.umass.edu/af/systems/fca/GEO%20Memo%20FY2013%20-%20revised%20dates.pdf>

For help calculating the cost to the funding account go to

https://jgams.research.umass.edu/calculators/GS_fringe_calc_a.jsp

and choose Graduate Student Fringe and Curriculum Fee Calculator