ARTICLE 1 Recognition CURRENT LANGUAGE

UAW and UAW Local 2322/GEO shall be the representative of and the bargaining unit shall consist of: Teaching Associates (TO), Teaching Assistants (TA), Research Assistants (RA), Project Assistants (PA), Assistant Residence Directors (ARD), and Graduate Interns employed by the University of Massachusetts Amherst, and University of Massachusetts Amherst Fellows and Trainees whose duties and responsibilities are substantially similar to those of TOs, TAs, RAs, PAs, ARDs, or Interns, for the purpose of good faith negotiations with the Administration on matters relating to employment policies and practices. The subjects of negotiation shall explicitly exclude matters relating to academic policies. The bargaining unit shall also include graduate student employees of the President's Office working in the above positions at the University of Massachusetts Amherst campus who are employed by the Donahue Institute.

Performing work required to fulfill a degree requirement shall not be reason for exclusion from the provisions of this Agreement. However, excluded from the bargaining unit shall be: University of Massachusetts Amherst interns working off campus and not receiving University paychecks; fellows and trainees who are not required to perform duties for remuneration; graduate students working in the Chancellor's Office or any of the Vice Chancellors' offices; graduate student employees employed by University of Massachusetts Boston, Lowell, Dartmouth, Worcester, and the President's Office (except as stated above); graduate student tutors and other graduate student hourly employees; faculty members; and classified and professional employees. For a graduate student employee performing both work in pursuit of an academic degree and work for compensation, that work performed solely in pursuit of an academic degree shall not be covered by the terms of this Agreement, while any work performed for compensation shall be covered by the terms of this Agreement.

NEW LANGUAGE GOES HERE



The Administration will report to GEO within thirty days any new job classifications to which graduate students are appointed and will determine if the job classification will be included under this Agreement. If there is disagreement between GEO and the Administration concerning the inclusion or exclusion, then the two parties shall meet to negotiate.

ARTICLE 1 Recognition NEW (ADDED) LANGUAGE

The Union and the University agree to convene a working group by July 1, 2018 consisting of three members appointed by the university and three appointed by the union. The working group will place some number of fellows who receive funding from outside sources to the extent allowed by their individual funding sources in the GEO bargaining unit. The working group may include classes of fellows in the bargaining unit on a rolling basis, to be completed by September 1, 2019. The working group will also be authorized to extend similar benefits and protections to those externally funded fellows whose funding sources do not permit inclusion in the unit.

ARTICLE 3 GEO Security CURRENT LANGUAGE:

A. All graduate student employees covered by this Agreement shall be eligible for membership in GEO. Such membership shall require the payment of dues as determined by the Union. Beginning thirty days following the commencement of their appointment, each graduate student employee who elects not to join or maintain membership in the Union shall be required to pay an agency fee to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Labor Relations Commission, Section 17.05). The Local shall have the exclusive right to the checkoff and transmittal of Union dues and agency fees on behalf of each graduate student employee.

Penalty for Non-Payment of Service Fee

K. Any graduate student employee failing to pay the agency fee required by this Article shall be suspended from employment without pay for a period of two weeks when classes are not in session for the non-payment of dues or agency fee. Such sanction shall not occur unless the provisions of Sections 17.05 and 17.16 of the Rules and Regulations of the Massachusetts Labor Relations Commission with respect to such sanctions have first been complied with. No sanction shall occur if the employee has paid all agency fee arrearages. Furthermore, if before the beginning of the second week of suspension, the employee satisfies the arrearage, the second week of suspension shall not be imposed. Suspensions for non-payment of dues or agency fee may occur in a semester subsequent to that for which the bargaining unit member has failed to pay dues or agency fee. The Union shall intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the suspension.

ARTICLE 3 GEO Security NEW LANGUAGE:

A. All graduate student employees covered by this Agreement shall be eligible for membership in GEO. Such membership shall require the payment of dues as determined by the Union. Beginning thirty days following the commencement of their appointment, each graduate student employee who elects not to join or maintain membership in the Union shall be required to pay an agency fee to the Union as a condition of employment (pursuant to the Rules and Regulations of the Massachusetts Department of Labor Relations, Section 17.05). The Local shall have the exclusive right to the checkoff and transmittal of Union dues and agency fees on behalf of each graduate student employee.

Penalty for Non-Payment of Service Fee

K. Any graduate student employee failing to pay the agency fee required by this Article shall be suspended from employment without pay for a period of two weeks when classes are not in session for the non-payment of dues or agency fee. Such sanction shall not occur unless the provisions of Sections 17.05 and 17.16 of the Rules and Regulations of the Massachusetts Labor Relations Commission with respect to such sanctions have first been complied with. No sanction shall occur if the employee has paid all agency fee arrearages. Furthermore, if before the beginning of the second week of suspension, the employee satisfies the arrearage, the second week of suspension shall not be imposed. Suspensions for non-payment of dues or agency fee may occur in a semester subsequent to that for which the bargaining unit member has failed to pay dues or agency fee. The Union shall intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the agency fee. In such litigation, the Employer/University Administration shall have no obligation to defend the suspension.

ARTICLE 4 Time Off For GEO Business CURRENT LANGUAGE

(A) The Administration shall during each academic year of the Agreement provide released time for the Grievance Chair, and three other graduate student employees of GEO's choosing, for a total of four headcount graduate student employees at the average TA stipend, calculated as of the first day of the fall semester of the respective academic years, for the purpose of administering this Agreement. One of these appointments shall be for twenty hours per week and thirty-eight weeks per year each, and three, including the Grievance Chair, shall be for twenty hours per week and fifty-two weeks per year each. The graduate student employees appointed to these positions shall receive tuition and fee waivers in accordance with this Agreement.

ARTICLE 4 Time Off For GEO Business NEW LANGUAGE

(A) The Administration shall, during each academic year of the Agreement, provide released time to five student employees of GEO's choosing, at the average TA stipend, calculated as of the first day of the fall semester of the respective academic years, for the purpose of administering this Agreement. These five (5) appointments shall be for twenty hours per week and fifty-two weeks per year each. The graduate student employees appointed to these positions shall receive tuition and fee waivers in accordance with this Agreement.

ARTICLE 15 Non-Discrimination CURRENT LANGUAGE

The University shall not discriminate with respect to appointment, reappointment, or terms of appointment of graduate student employees, or other matters covered 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. The University shall not discriminate with respect to appointment, reappointment, or terms of employment unrelated to stipends, on the basis of economically disadvantaged status.

NEW LANGUAGE GOES HERE



No graduate student employee shall be denied appointment based on academic school of thought, provided, however, that nothing in this Article shall be deemed to supercede the right of the graduate student employee's supervisor to determine what is taught by graduate student employees and how that teaching is to be carried out.

GEO shall represent equally all eligible persons without regard to 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, or HIV status.

GEO shall represent all eligible persons without regard to membership.

ARTICLE 15 Non-Discrimination NEW LANGUAGE (ADDED) LANGUAGE

The University will provide statistics regarding the funding for positions covered by this collective bargaining agreement is allocated across the categories (to the extent such categories are identified by an individual person covered by this agreement) of race, gender, and status as either international or domestic grad student worker and supply this documentation to GEO and respective departments within four weeks of the start of Fall and Spring semesters, as well as Summer intersession sessions. Research Assistantships or other assistantships which may or may not follow semester start/end dates must be included in aforementioned documentation. This documentation must contain the number and percentage of graduate students by race, gender and status (domestic or international) within each department, along with the race, gender and status (domestic or international) of graduate students who receive at least half-time assistantships, along with the number of contracted hours per assistantship.

The University is fully committed to provide a safe and welcoming environment for all members of the bargaining unit, regardless of immigration status. Protections such as student confidentiality to the extent provided by law, support structures through the Student Legal Office and the International Programs Office and continuing to work with our Police Department in a positive way will remain in place.

There shall be established a working group comprised of up to six (6) representatives: three (3) appointed by the administration and three (3) by the Union. This committee shall be convened no later than July 1, 2018 and shall meet bi-weekly or more frequently by mutual agreement or at the request of either party to address urgent circumstances. The purpose of this committee is to create a single point of contact for access to paid legal aid beyond Student Legal Services (SLS), for access to on-campus employment opportunities, and for other services and support related to immigration status, Visas, and legal issues that fall outside of the purview of the International Programs Office. The committee shall identify legal support beyond Student Legal Services (SLS), who would be paid by the University to assist with member issues related to immigration or with issues which might impact their Visa status. This committee will also routinely identify employment opportunities for international students.

ARTICLE 19 Harassment CURRENT LANGUAGE

The Affirmative Action and Non-Discrimination Policy of the University of Massachusetts Amherst (www.umass.edu/eod/aapolicy.html) prohibits the harassment of students and employees, i.e. racial harassment, sexual harassment, and retaliation for filing complaints of discrimination. Graduate student employees shall be fully covered by this policy, as well as protected from harassment for union activities. The parties agree that should the University seek to change its policy, the parties will reopen negotiations for the purpose of negotiating a harassment policy for graduate student employees.

ARTICLE 19 Harassment NEW (ADDED) LANGUAGE

The Affirmative Action and Non-Discrimination Policy of the University of Massachusetts Amherst (www.umass.edu/eod/aapolicy.html) prohibits the harassment of students and employees, i.e. racial harassment, sexual harassment, and retaliation for filing complaints of discrimination. Graduate student employees shall be fully covered by this policy, as well as protected from harassment for union activities. The parties agree that should the University seek to change its policy, the parties will reopen negotiations for the purpose of negotiating a harassment policy for graduate student employees.

The University shall also provide bargaining unit members with a work environment free of harassment of any kind; in particular, conduct which has the purpose or effect of unreasonably interfering with a bargaining unit member's work performance, or creating an intimidating, hostile, uncomfortable or offensive working or academic environment.

ARTICLE 30 Health & Safety CURRENT LANGUAGE:

Bathrooms: The University and Union recognize the importance of having safe and accessible bathroom facilities. Requests by graduate student TAs and TOs for access to a gender-neutral bathroom within a reasonable distance from the graduate student employee's work assignment shall be made to and shall be promptly reviewed by the Department Chair (or Graduate Program Director or other supervisor as applicable).

ARTICLE 30 Health & Safety NEW LANGUAGE

Bathrooms: The University and Union recognize the importance of having safe and accessible bathroom facilities. Requests by graduate student employees for access to a gender-neutral bathroom within a reasonable distance from the graduate student employee's work assignment shall be made to and shall be promptly reviewed by the Department Chair (or Graduate Program Director or other supervisor as applicable).

ARTICLE 31 Grievance Procedure CURRENT LANGUAGE:

Intent: It is the declared objective of the Administration and GEO to encourage the prompt resolution of grievances either by formal or informal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any graduate student employee, or any party mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or GEO elect(s) to seek redress through any other remedy or proceeding established and existing under federal or state law, the Administration may hold the grievance in abeyance until the outside process is completed.

ARTICLE 31 Grievance Procedure NEW (ADDED) LANGUAGE:

Intent: It is the declared objective of the Administration and GEO to encourage the prompt resolution of grievances either by formal or informal procedures in the interest of maintaining harmony within the campus environment. Although the following procedure shall be used for the resolution of grievances, this procedure shall in no way impair or limit the right of any graduate student employee, or any party mentioned herein, to utilize any other remedy or proceeding established and existing under federal or state law. In the event that the grievant(s) and/or GEO elect(s) to seek redress through any other remedy or proceeding established and existing under federal or state law and not established by the University itself or the University system, the Administration may hold the grievance in abeyance until the outside process is completed. The submission of a complaint to the University Office of Equal Opportunity and Diversity would not permit the Administration to put a grievance in abeyance.

ARTICLE 32 Stipends LAST CONTRACT

GEO minimum full-time equivalent stipend increased by 3.5% each year over three years (2014-2017). Ratified in 2015, in lieu of retropay for 2014, GEO members received a \$350 "Signing Bonus"

ARTICLE 32 Stipends NEW CONTRACT

Effective 9/4/17

- increase the minimum stipend by \$1.00 per hour (including those stipends up to and at \$1 more than the minimum).
- 2.5% increase across the board
- these increases shall be paid retroactively after ratification

Effective 9/2/18

- increase the minimum stipend by \$1.00 per hour (including those stipends up to and at \$1 more than the minimum).
- 2.5% increase across the board

Effective 9/1/19

- increase the minimum stipend only by \$1.00 per hour (including those stipends up to and at \$1 more than the minimum).
- 2.5% increase across the board

These increases shall also apply to CPE.

ARTICLE 33 Tuition and Curriculum Fee Scholarship Waivers CURRENT LANGUAGE

Fall and Spring: All graduate student employees who meet the minimum stipend or teaching responsibility requirements shall receive a full tuition and curriculum fee scholarship waiver as specified below.

The minimum required for a scholarship waiver for the academic year shall be a stipend of half the current minimum full-time assistantship stipend or full responsibility for teaching two three-credit courses. This amount may be paid or teaching obligation may be met either over two semesters, or all in one semester. In actual practice, therefore, a stipend of one-fourth of the minimum full-time stipend or full responsibility for teaching one three-credit course in one semester shall suffice for a tuition and curriculum fee scholarship waiver for that semester. A stipend of half the minimum full-time stipend or full responsibility for teaching two three-credit courses in one semester shall suffice for a tuition and curriculum fee scholarship waiver for two semesters.

Graduate student employees whose stipend in the spring semester of a given academic year is at least half of the minimum full-time stipend or who have full responsibility for teaching two three-credit courses in the spring semester of a given academic year shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester. Graduate student employees whose combined stipend for the fall and spring is equal to or greater than half the minimum stipend or who have full responsibility for teaching two three-credit courses over those two semesters shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition and curriculum fee scholarship waiver for that spring semester.

Summer Session: In addition, and except as provided in the paragraph below, graduate student employees shall receive a summer tuition scholarship waiver for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.75% of the minimum full-time stipend; or a stipend that is at least 18.75% above the amount required for a tuition and curriculum fee scholarship waiver for one semester for services performed during one or the other or both of the two preceding semesters. Any earnings and teaching responsibilities during the summer that are not applied to summer thesis and dissertation credit waivers, or that are in excess of the amount required for such summer thesis and dissertation credit waivers will be applied to tuition and fee waivers for the following academic year.

For all graduate students entering the Graduate School in September 2005 or thereafter, graduate student employees shall receive a summer tuition scholarship waiver for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.5% of the minimum full-time stipend; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition and curriculum fee scholarship waiver for one semester for services performed during one or the other or both of the two preceding semesters, but less than the minimum amount required for a tuition and curriculum fee scholarship waiver for two (2) semesters; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition and curriculum fee waiver for both the fall and spring semesters. Any eligible earnings in the summer that are in excess of 18.5% of the minimum full-time stipend will be applied toward the eligibility requirements for tuition and curriculum fee waivers for the following fall and spring semesters.

ARTICLE 33 Tuition Credit NEW LANGUAGE

Fall and Spring: All graduate student employees who meet the minimum stipend or teaching responsibility requirements shall receive a full tuition credit as specified below.

The minimum required for a tuition credit for the academic year shall be a stipend of half the current minimum full-time assistantship stipend or full responsibility for teaching two three-credit courses. This amount may be paid or teaching obligation may be met either over two semesters, or all in one semester. In actual practice, therefore, a stipend of one-fourth of the minimum full-time stipend or full responsibility for teaching one three-credit course in one semester shall suffice for a tuition credit for that semester. A stipend of half the minimum full-time stipend or full responsibility for teaching two three-credit courses in one semester shall suffice for a tuition credit for two semesters.

Graduate student employees whose stipend in the spring semester of a given academic year is at least half of the minimum full-time stipend or who have full responsibility for teaching two three-credit courses in the spring semester of a given academic year shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition credit for that spring semester. Graduate student employees whose combined stipend for the fall and spring is equal to or greater than half the minimum stipend or who have full responsibility for teaching two three-credit courses over those two semesters shall receive a full refund for the tuition and curriculum fees paid in the fall of that academic year, in addition to a full tuition credit for that spring semester.

Summer Session: In addition, and except as provided in the paragraph below, graduate student employees shall receive a summer tuition credit for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.75% of the minimum full-time stipend; or a stipend that is at least 18.75% above the amount required for a tuition credit for one semester for services performed during one or the other or both of the two preceding semesters. Any earnings and teaching responsibilities during the summer that are not applied to summer thesis and dissertation credit waivers, or that are in excess of the amount required for such summer thesis and dissertation credit waivers will be applied to tuition and fee waivers for the following academic year.

For all graduate students entering the Graduate School in September 2005 or thereafter, graduate student employees shall receive a summer tuition credit for thesis and dissertation credits if they receive a stipend for the summer that is at least 18.5% of the minimum full-time stipend; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition and curriculum credit for one semester for services performed during one or the other or both of the two preceding semesters, but less than the minimum amount required for a tuition and curriculum fee scholarship waiver for two (2) semesters; or a stipend that is at least 18.5% of the minimum full-time stipend above the amount required for a tuition credit for both the fall and spring semesters. Any eligible earnings in the summer that are in excess of 18.5% of the minimum full-time stipend will be applied toward the eligibility requirements for tuition credit for the following fall and spring semesters.

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ARTICLE 34 Fair and Reasonable Fees CURRENT LANGUAGE

The Administration agrees that no new fee(s) will be unilaterally imposed solely on graduate student employees. If any new fees are established by the Trustees for graduate students, the Administration will bargain with GEO on the impact of these fees before they are implemented.

ARTICLE 34 Fair and Reasonable Fees NEW (ADDED) LANGUAGE

The Administration agrees that no new fee(s) will be unilaterally imposed solely on graduate student employees. If any new fees are established by the Trustees for graduate students, the Administration will bargain with GEO on the impact of these fees before they are implemented.

The University agrees that the new student matriculation fee shall not be charged to GSE's more than once during their time at the University.

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Memorandum of Understanding #18 NEW LANGUAGE

The University agrees that any increases to the FY 17 Graduate Service Fee will be waived for graduate student employees for the duration of the 2017-2020 Agreement. The parties agree that said waivers, if any, and this MOU expire on August 31, 2020.

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ARTICLE 35 Health Fees CURRENT LANGUAGE:

A. Individual and Family Health Coverage:

In accordance with the below eligibility requirements, effective health plan year 2006 the Administration will provide an exemption to all such eligible graduate student employees of 95% of the Basic Health Fee and 95% of the Student Health Insurance Plan (SHIP), and 90% of the Student Family Health Plan for those electing family health plan coverage.

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D. The current plan benefit design documented for Plan Year 2014 (August 1, 2014 through July 31, 2015) shall continue for the remainder of the 2014 Plan Year, except that the out-of-pocket (OOP) limit for individuals and families will be \$1,500 and \$4,500 respectively. Graduate student employees who have exceeded these OOP limits will be reimbursed for excess out-of-pocket costs.

- F. No changes shall be made in benefits or services covered under the Student Health Benefit Plan from those reflected in the 2014 Plan description without bargaining with the Union except as expressly modified by this Agreement or mandated by state or federal laws or regulations.
- (7). The parties agree that an appropriate function of the Health and Welfare Fund is to provide, at the discretion of the Health and Welfare Fund trustees and in accordance with applicable Trust Fund documents, child care support to eligible graduate student employees. \$15,000 shall be paid by the University into the Health and Welfare Trust Fund upon ratification and every January 1 thereafter, to be earmarked exclusively for childcare support for graduate student employees. Said funds are intended as a supplement, not a replacement, to the amount currently allocated annually by the trustees for childcare support to graduate student employees.
- J. The current practice with respect to same-sex domestic partner benefits will continue unless and until the parties mutually agree otherwise or a successor contract is reached. A joint committee, with equal number of representative from GEO and the University will convene to explore issues related to residency and other legal concerns related to same-sex domestic partner benefits.

ARTICLE 35 Health Fees NEW (ADDED) LANGUAGE:

A Individual and Family Health Coverage:

In accordance with the below eligibility requirements, effective health plan year 2006 the Administration will provide an exemption to all such eligible graduate student employees of 95% of the Individual Student Health Fee and 95% of the Student Health Benefit Plan (SHBP), 95% of the Family Student Health Fee and 95% of the SHBP Family Plan for those electing family health plan coverage.

. . .

- D. The current plan benefit design documented for Plan Year 2017 (August 1, 2017 through July 31, 2018) shall continue for the remainder of the 2017 Plan Year, except that the out-of-pocket (OOP) limit for individuals and families will be \$1,300 and \$2,500 respectively. Graduate student employees who have exceeded these OOP limits will be reimbursed for excess out-of-pocket costs.
- E. Effective with Plan Year 2018 (August 1, 2018 through July 31, 2019) graduate student employee cost-sharing shall be in accordance with the Plan design in Appendix A.

Effective September 4, 2018 increase the University Contribution to the Health and Welfare fund by 50 cents to \$17.00 per member per week.

- F. No changes shall be made in benefits or services covered under the Student Health Benefit Plan from those reflected in the 2014 Plan description without bargaining with the Union except as expressly modified by this Agreement or mandated by state or federal laws or regulations. Further, all benefits and other provisions of the Affordable Care Act (ACA) shall remain in force unless bargained over with the Union.
- (7). The parties agree that an appropriate function of the Health and Welfare Fund is to provide, at the discretion of the Health and Welfare Fund trustees and in accordance with applicable Trust Fund documents, child care support to eligible graduate student employees. \$115,000 shall be paid by the University into the Health and Welfare Trust Fund upon ratification and every January 1 thereafter, to be earmarked exclusively for childcare support for graduate student employees. Said funds are intended as a supplement, not a replacement, to the amount currently allocated annually by the trustees for childcare support to graduate student employees.
- J. All domestic partnerships, regardless of sex or gender or identity, will continue to receive the aforementioned benefits unless and until, the parties mutually agree otherwise or a successor contract is reached. A joint committee, with equal number of representative from GEO and the University will convene to explore issues related to residency and other legal concerns related to same-sex domestic partner benefits.

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Appendix A: Plan design effective August 1, 2018: (old numbers crossed out/new in red & underlined)

Aggregate Benefit Maximum	Unlimited Maximum Benefit	
Individual Deductible	\$200 per plan year	
Family Deductible (3 or more Covered Persons)	\$600 per plan year	
Individual Out-of-Pocket Maximum	\$1,500 \$1300 per plan year	
Family Out-of-Pocket Maximum (3 or more Covered Persons)	\$4,500 <u>\$2500</u> per plan year	
UHS Services	Covered at 100% (deductible waived)	
	In-Network	Out-of-Network
Primary Care Visits	\$10 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Specialist Visits	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Mental/Behavioral Health & Substance Abuse Disorder – Outpatient Services	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Imaging	90% 95% of PA	80% of R&C
Rehabilitative Speech Therapy	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Rehabilitative Occupational and Rehabilitative Therapy	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Preventive Care/Screenings/Immunizations	100% of PA (deductible waived)	80% of R&C
Laboratory Outpatient and Professional Services	90% 95% of PA	80% of R&C

X-Rays and Diagnostic Imaging	90% 95% of PA	80% of R&C
Skilled Nursing Facility	90% 9 <mark>5%</mark> of PA	80% of R&C
Outpatient Facility Fee	90% 95% of PA	80% of R&C
Outpatient Surgery Physician/Surgical Services	90% 95% of PA	80% of R&C
Emergency Room Expenses (copay waived if admitted)	\$100 copay per visit, then 100% of PA (deductible waived)	\$100 copay per visit, then 100% of R&C (deductible waived)
Inpatient Hospital Services	90% 95% of PA	80% of R&C
Prescription Drug Benefits	\$15 \$10 co-pay for 30d. supply of Generic Drugs; \$0 co-pay for 30d. supply of Generic Contraceptives \$30 \$10 co-pay for 30d. supply of Brand Name Drugs	
PA = Preferred Allowance	R&C = Reasonable and Customary	

ARTICLE 37 Vacation CURRENT LANGUAGE

Full-time graduate student employees except those in the Division of Continuing Education's summer or winter sessions shall accrue vacation leave at the rate of four hours per month; for graduate student employees who are appointed more or less than full-time, this vacation leave shall be pro-rated on the basis of the percentage of appointment. Vacation leave cannot be carried over beyond the contract period in which it is earned.

Interns and other employees who must work during January intersession or Spring break must be notified when they apply that this is a condition of employment.

Graduate student employees who are TAs and TOs shall take vacation time during Winter break or Spring break unless they reach an agreement with their department head that an alternative schedule would be acceptable. All other graduate student employees may take vacation at any time, provided they obtain prior written approval of the supervisor.

All vacation time shall be requested in advance and scheduled at the discretion of the department head. These requests shall not be unreasonably denied.

ARTICLE 37 Vacation NEW (ADDED) LANGUAGE

At the end of each assistantship term, GEO members shall be paid out for any unused vacation time. The current provisions regarding the use of vacation time by members of the unit would remain in place.

ARTICLE 44 Family and Medical Leave CURRENT LANGUAGE

Section I. Family and Medical Leave

E. (2) In addition to the foregoing, graduate student employees with full-time appointments (20 hours per week) shall receive a total of sixty (60) hours of paid leave per year taken for the reasons described in paragraph C.1 or C.2 of this Article. For graduate student employees who are appointed more or less than full-time, this leave shall be pro-rated on the basis of the percentage of appointment.

ARTICLE 44 Family and Medical Leave NEW LANGUAGE

Section I. Family and Medical Leave

- E. (2) In addition to the foregoing, graduate student employees with full-time appointments (20 hours per week) shall receive a total of one hundred (100) hours of paid leave per year.* For graduate student employees who are appointed more or less than full-time, this leave shall be pro-rated on the basis of the percentage of appointment.
- * The removal of the previous language regarding sections C.1 and C.2 expands the article so that all FMLA qualifying events are included (for example, any serious health condition that requires significant medical leave related to your own health, your domestic partner's health, or your child's health.

NEW ARTICLE: Food Security NEW LANGUAGE

Graduate student employees who elect to purchase a YCMP meal plan shall have the option to pay for their YCMP through payroll deduction over the first four payroll periods.