The University offers the following proposal to amend the collective bargaining agreement between the University of Massachusetts Amherst (University or Administration) and the UAW, Local 2223, Graduate Student Organization (the Union or GEO).

1. Amend Article 22, as follows:

The parties acknowledge that graduate student employees have academic requirements and responsibilities directed by an academic advisor that, while sometimes indistinguishable from work responsibilities directed by a supervisor, are separate, with different beneficiaries and purposes. Recognizing those combined responsibilities, supervisors shall ensure that a graduate student employee’s work responsibilities can be reasonably accomplished within the hours of work specified in the graduate student employee’s appointment.

Assignments to graduate student employees will be such that they can be reasonably expected to discharge them within the number of hours specified in the individual's contract. No graduate student employee will be instructed to work more hours than their contract stipulates.

No supervisor and/or department shall require, assign, instruct, suggest (whether explicitly or implicitly) or otherwise create the expectation that a graduate student must work more hours than the total number of hours their contract stipulates.

Supervisors and/or departments shall not require, assign, instruct, or suggest, whether explicitly or implicitly, that TAs, TOs, ~~RAs,~~ PAs, ARDs and Interns work more than ten (10) hours in a single day ~~and/~~or more than twice their contracted weekly hours in a single week, except that (1) ARDs and Interns may be required ~~asked~~ to work more than these limits when their responsibilities require them to participate in off-campus travel, designated campus special events, and responses to emergencies; and (2) TAs and TOs may be required ~~asked~~ to work more than these limits when their responsibilities require them to participate in field work/off-campus travel; provided that the job description described in Article 20, shall include a statement containing the above expectations. ~~Any work completed by ARDs, Interns, TAs, and/or TOs in accordance with the preceding sentence shall be paid at time and one-half of the regular rate of pay for any work in excess of (1) twice their contracted weekly hours in a single week, or (2) ten hours per workday, whichever calculation results in the greater payment of wages.~~

~~The University and relevant supervisors and departments acknowledge that their graduate student workers have an academic commitment as graduate students and that such commitment must be taken into consideration when determining reasonable dischargeability as set forth above.~~

In the event that ~~of significant increases in elements of~~ a graduate student employee’s workload ~~(such as class size, number of sections or courses taught, or number of students advised)~~ ~~contracted~~ cannot be reasonably discharged within the number of hours specified in the individual’s contract, either (1) subject to the maximum number of hours set forth in Article 2(p) or (q) or any federal or state law or regulation, such graduate student employee’s contracted hours shall be increased accordingly or (2) such graduate student employee’s contract shall be structured or revised in such a way as not to increase the graduate student employee’s expenditure of time beyond the number of hours specified in the graduate student employee’s contract (e.g. switching from essay to multiple choice, adding graders, limiting number of essays or similar works to be graded) and shall be discussed by the department chair with the graduate student employee involved. Departments will provide advance written notice to affected graduate student employees of department-wide changes and shall meet to discuss such changes with all affected graduate student employees within a reasonable time.

Furthermore, a Teaching Associate must be paid for no less than ~~ten~~ twenty hours per week per three credits ~~course taught (e.g., a Teaching Associate must be contracted for at least 6.66 hours per week per one credit taught)~~.

The University shall provide to GEO by the end of each semester the enrollment capacity initially set by departments and the actual enrollment following the add/drop period for all undergraduate courses in the semester.

If a department wishes to increase the initial enrollment capacity in a course taught by a graduate student employee, the department head shall consult with affected graduate student employees ~~in a manner deemed appropriate by the department head~~, and may, subject to the maximum number of hours set forth in Article 2(p) or (q) or any federal or state law or regulation, result in the number of hours specified in the applicable graduate student employees’ contract ~~shall~~ to be increased accordingly.

~~Expedited Grievance Process: Alleged violations of the above provisions shall be subject to Article 31, Grievance procedure, as modified herein.~~

~~Informal Step: The graduate student employee(s) and, at the graduate student employee(s)' option, the representative of GEO, shall meet with the representative(s) of the Administration closest to and best able to discuss and resolve the matter. If within ten (10) work days of the request for such meeting, the matter has not been resolved, the graduate student employee(s) may file a formal grievance and submit it to Level Two, Chancellor's Level.~~

~~Step Two (Chancellor): The Chancellor's designee, the graduate student employee(s) and, at the graduate student employee(s)' option, the representative of GEO, shall meet to discuss and resolve the matter. If within ten (10) work days from the date of submission of the grievance at Step Two the matter has not been resolved, GEO may submit the matter to Arbitration under the terms of Article 31, section c (Level Three Arbitration).~~

The provisions of this Article shall be subject to the Expediated Procedure contained in Article 31.