

Proposal Status – April 11, 2025

Proposals with a TA

Labor Management Committee – TA 10/11/24

Severability – TA 9/19/24

Proposals with no Union response

Hourly Assignments...WITHDRAWN. University rights expressed in the Hourly Assignments proposal are already reserved within Academic and Management Rights, so this proposal is not necessary.

Academic/Management Rights – union either rejects or counters by 4/25

No Strike/No Lockout – union either rejects or counters by 4/25

Comprehensive and Complete Agreement – union either rejects or counters by 4/25

Other Language Proposals

Employment Records

The University is holding to its 1/28/25 counter.

The University counter accepts the Union demand for a defined set of information designated as the employment record that graduate students may access from time-to-time, including the creation of a central point of systems access within 6 months of the effective date of the contract, procedures to challenge information students disagree with, confidentiality guarantees, and other terms sought by the Union.

Professional Development

The University is holding to its 2/18/25 counter...this proposal was included at the Union's request, but we are not willing to agree to the Union's language, such as striking the grievance/arbitration sentence and the unrealistic demands in Section 5 that the nature and amount of professional development funds (which the Union defines broadly) could never change during the contract.

The University has pushed forward and implemented a PhD concur reimbursement process to expedite reimbursements related to travel and other approved expenses. The University counter proposal creates a process for graduate students to request resources related to professional development and contains, per discussion in bargaining, language guaranteeing no change in PhD travel funding budgeted for the current fiscal year.

Discipline and Dismissal

The University is holding to its counter on 8/2/24 which incorporated requests from the Union in new sections 8, 9 and 10. The Union's proposal does not incorporate language deemed critical by the University that is in the University's counter, fails to carve out academic issues to protect against arbitration of academic discipline and contains a potentially unacceptably broad reference to "job-related" misconduct when combined with other Union proposals.

The University's proposal incorporates "just cause" protections for work misconduct, recognizes confidentiality, incorporates best practice language to attempt to reduce discipline, provides for notice and representation rights to graduate students in disciplinary meetings and expedited arbitration for discharge determinations.

Training

The University is holding to its counter from 1/28/25. The University has repeatedly rejected Union edits seeking to limit University discretion to determine training, vague language that could create litigation and Union language about professional licensing that has nothing to do TA/RA assignments.

The University's proposal provides for training pay at stipend or hourly rates, advanced notice of training, language recognizing the right to propose training to the University along with time off to take professional exams related to work assignments.

Work Travel

University 4/11 counter is intended to reflect language added to its Workspace/Materials counter about reimbursements within 30 days. Otherwise, the University is not compromising any further on this issue.

The University has created a Concur reimbursement process that will be available for students to utilize for work travel and there is language addressing coverage of certain advanced travel costs directly by colleges. The Union's counter places artificial timelines for student reimbursement submissions. The University is not agreeing to create exceptions to the Concur process for bargaining unit members. Sections 3 – 5 of the Union's counter contain language that has already been discussed in bargaining and rejected by the University. The University is not agreeing to contractual language that concerns terms of health insurance coverage, nor is it agreeing to vague language about repatriation and evacuation. As discussed, and acknowledged by the Union, issues in Sections 3 - 5 are already covered in University policies.

Titles and Classifications

The University is holding to its 2/18/25 counter and is not willing to agree to a list of 8 distinct titles/classifications, each with their own set of duties. As discussed on 3/25, there will always be some variability in TA/RA responsibilities from college-to-college and the University is not willing to create multiple contractual job descriptions that end up being a source of grievance litigation.

Workspace/Materials

The University has agreed to language governing access to workspaces, materials, PPE, ergonomic equipment and accommodations, as well as advanced notice prior to office or lab moves. It has also added language to address reimbursements, and incorporated the Union's request for a 30-day reimbursement timeline for the Concur reimbursement process.

The University is not willing to agree to the Union's proposal, which continues to reflect demands and language the University has rejected, including that the Union can determine what equipment, tools, materials or PPE are necessary for graduate student assignments, and that Union members do not need to provide medical documentation to support an accommodation request if it is "reasonable." The University is holding to its 3/25/25 updated counterproposal.

Workload

This subject has been discussed at length in negotiations and is addressed in the University's 2/18/25 Counter Status document. The University is unwilling to agree to the Union's proposal, which includes the right to arbitrate academic assignments, and is holding to 10/30/24 counterproposal.

Union Stewards and Officers

The University agreed to a process to allow Union stewards to represent bargaining unit members in disciplinary investigation meetings, and be away from TA or RA assignments if necessary to do so, and for purposes of taking part in collective bargaining.

The Union's proposal, which includes paid time off for students funded on grants to perform Union-related work, is not agreeable and the University is holding to its 3/25/25 counter.

International Student Worker Rights

The University has agreed to many Union requests, including addressing concerns about international student issues through the Labor Management Committee, providing advanced notice to students of any governmental agency

seeking information about the student, requesting that any DHS agent seeking to question students under a valid search warrant do so in a private setting, providing work assignments for international students on the same terms as all other students, continuing to support international students with information necessary for immigration matters, providing a list of attorneys and other resources helpful to students for immigration matters, assisting students with completing work authorization documents, prohibiting loss of seniority or compensation due to legal name changes or social security changes, continue to offer resources through the Office of Global Services and, where possible, undertaking reasonable efforts to arrange for temporary performance of PhD services remotely if an international student is unable to return to campus as a result of immigration or document status issues.

The University is holding to its counterproposal on 12/20/24 which agreed to a range of Union demands that is generally described in the University's 2/18/25 Counter Status document. This subject has been discussed at length, including language the Union continues to insist on including that has already been rejected, including language on subjects regulated by federal law, an economic demand that was rejected by the University's economic counter, and vague language that unnecessarily creates points for litigation.

Union Rights and Bargaining Unit Information

The University has agreed to a series of Union rights, including access to meeting space and student mailboxes, dedicated bulletin board space for Union postings, as well as the inclusion of union materials with all new PhD orientation packets and period information reports to the Union that includes standard information provided to unions, including contact information, appointment information, college and supervisor for students who have authorized the release of that information consistent with FERPA.

The University is holding to its 3/25/25 counter that contains an update from discussions on 3/11/25. As outlined in the University's 2/18/25 Counter Status document, the University has agreed to a series of union-requested rights and agreed to periodic information requests common in many union contracts.

Stipended Appointments

The University is holding to its counter on 3/25/25 to the Union's proposal on Appointments and Reappointments. The University described in bargaining and in its 2/18/25 Counter Status document the various objections to continued Union demands around issues such as mandated appointment and reappointment criteria and procedures.

The University has agreed to an appointment process that includes significant advanced notice for TAs who are course leads, notifications of appointment changes, inclusion of a range of important standard information for students in appointment letters and a general timeframe for appointments prior to the start of each semester.

Appointment Security

The University is rejecting this proposal because aspects of it are already addressed in other University counters, such as Stipended Appointments and Workload. Demands outlined in this proposal that are not addressed in other University counters, such as the “right to work” other jobs outside a student’s department, and rolling SGA funding into later semesters when students take a co-op, internship or other role with external funding.

Health and Safety

The University originally proposed and has agreed to significant language on health and safety, including a process to provide graduate student rights in situations where they believe an unsafe working condition exists, no retaliation language, PPE language and other provisions.

The University is holding to its 12/9/24 counter and unwilling to agree to the many Union demands that are unacceptable and have been rejected in bargaining, including requiring faculty/staff/students to mask at any time, based upon a graduate student “verbal announcement” with no justification necessary, Union rights to make health and safety determinations and halt graduate student assignments, mandatory availability across campus of vaccines, tests and medication for any “public health emergency” or if the air quality index exceeds 100 (which according to the Mass. DEP can be unhealthy for certain individuals, who at an index above 100 should “reduce prolonged or heavy outdoor exertion”), and many other unacceptable demands.

Recognition

Updated Recognition language provided on 4/11/25 to reflect the discussion on 3/25/25. The University intends to hold to the 4/11/25 updated language which precisely reflects the bargaining unit that NLRB Region One ordered in its certification.

Sick Leave

As described in its 2/18/25 Counter Status document, the University is holding to its 8/26/24 counter which reflects Massachusetts sick leave law.

Vacation and Personal Time

The University has since the start of bargaining proposed and agreed to accrual of vacation and personal time and is holding its 8/26/24 counterproposal. As previously stated, the Union's demand for 21 days of vacation time along with 14 days of personal time with potentially unlimited extensions is unacceptable.

Leaves of Absence

The University has agreed to a range of time off for graduate students that includes paid vacation, paid personal time, paid sick time, paid time off for jury duty or court appearances, bereavement leave, paid parental leave as well as other leaves already provided by university policies such as medical and military leave. The University also agreed to provide special leave for international stipended graduate students to take up to 10 days per year of leave visa-renewal travel. The University has offered significant benefits for bargaining unit members and is holding to its 2/18/25 counterproposal.

Holidays

The University has since the start of bargaining proposed holidays consistent with the University calendar. The University is unwilling to provide Union members additional holidays and rights that are not provided for other students, faculty and staff at the University, and is holding to its 8/26/24 counter.

Intellectual Property

The University has already rejected the Union's proposed language that seeks to create rights for Union members beyond what already exists for other students and faculty at the University. University is holding to its counterproposal on 7/16/24 which reflects existing policy and prohibits retaliation.

Job Postings

The University is holding to its counterproposal from 10/30/24 as described in its 3/10/25 email. The University's counter has agreed to a job posting process, the creation of a website for this purpose, as well as specific information to be included in postings.

Past Practice

As described in its 2/18/25 Counter Status document, the University is holding to its 2/18/25 clarification and counter.

Union Security (and VCAP)

As described in its 2/18/25 Counter Status document the University is not willing to agree to force graduate students to pay Union dues or fees and is willing to include the VCAP concept in a separate article as part of a final agreement. The University is holding to its Voluntary Union Membership Dues and Fees counter on 7/16/24.

Prohibition Against Discrimination and Retaliation

The University originally proposed and has agreed to comprehensive language prohibiting discrimination, harassment, abusive behavior and retaliation, as well as protection for students engaging in union activities and language respecting gender identity.

The University is not willing to agree to the Union's proposal, which includes demands repeatedly rejected by the University, such as the right to bring and arbitrate harassment claims against faculty for wide-ranging and sometimes unclear actions that are not recognized as protected under state or federal law, such as excluding students from meetings, repeated criticism, "public reprimands" and "non-verbal conduct" that is "inappropriate."

The University is holding to its 10/11/24 counter.

Grievance and Arbitration

The University is holding to its 10/11/24 counter which outlines a comprehensive grievance and arbitration process that incorporates many requests from the Union. The Union's 2/18/25 counterproposal is not agreeable, as it continues to insist on a grievance step procedure that was already discussed and rejected, and fails to reflect important language about bifurcation and other aspects of arbitration and arbitral authority contained in the University's language.

Rejected Proposals (described in detail in the University's 2/18/25 Counter Status document)

Successorship

Professional and Academic Freedom

Artificial Intelligence

Automation

Subcontracting

Accessibility

Tuition and Fees

Tuition remission is established by terms of admission and funding, which are not something appropriate for the union contract or something the University is interested in amending through the CBA. Fees are established by the University and can change, and there is no interest in establishing special fee exceptions for bargaining unit members.

Economics

The University has proposed an economic package that establishes a minimum \$43,000 annual stipend with increases of at least 2.5%, hourly pay minimums and annual minimum 2.5% increases, dental insurance for PhDs, health insurance for PhDs, dependent healthcare coverage for PhD children, and a wide range of EAP benefits for all bargaining unit members, including Master's students.

The Union's economic demands are untenable, such as a \$60,000 minimum PhD stipend and hourly minimum pay of \$66.57/hour, retirement benefits, \$600/student for tax preparation assistance, tuition and fee waivers for Master's students, \$6,000 moving expense stipend for PhDs, healthcare coverage for hourly Master's students, parking or transit coverage for graduate students, emergency assistance of \$5,000 per student, free meals, adoption assistance of \$5,000 per child and childcare assistance of \$5,000 per child.

The University has been clear that it will not add anything further to its counterproposal, and has communicated that it is currently examining its economic package proposal and reserves the right to amend its economic counterproposal (and all proposals) based upon the current climate and economic uncertainty facing universities, including Northeastern.