# COLLECTIVE BARGAINING AGREEMENT

# BETWEEN

# UNIVERSITY SYSTEM OF

# NEW HAMPSHIRE

# AND

# INTERNATIONAL UNION, UAW,

# AND ITS LOCAL UNION,

# UNIVERSITY OF NEW HAMPSHIRE GRADUATE EMPLOYEES UNITED

# UAW LOCAL 2322

# JULY 1, 2026 – JUNE 30, 2029

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# Article 1: Recognition

1. In accordance with New Hampshire Public Employee Labor Relations Board certification in Case Number E-0282-1, Decision No: 2024- 048 dated April 3, 2024, the University System of New Hampshire Board of Trustees recognizes the University of New Hampshire Graduate Employee Union – UAW hereinafter referred to in this Agreement as the "GEU-UAW," "GEU,", or "Union", as the exclusive representative for purposes of collective negotiations and settlement of grievances of the following unit:

1.1 UNIT: All graduate student employees who are on Assistantships, including Graduate Research Assistants, Teaching Assistants, and Graduate Assistants.

1.2 EXCLUDED: All hourly graduate workers; all graduate student employees on fellowship awarded by the UNH without any work requirement; all graduate student employees on external fellowship and all other employees and supervisors as defined by the PELRB.

# ARTICLE 2: ACADEMIC FREEDOM

**Section 2.1.**
The University and the Union recognize the importance of academic freedom to an institution of higher education and affirm GEs' rights to academic freedoms. Academic freedom is the freedom to present and discuss all relevant matters in and beyond the classroom, to explore all avenues of scholarship, research and creative expression, and to speak or write without any censorship, threat, restraint, or discipline by the University with regard to the pursuit of truth and knowledge in the performance of one's teaching, research, publishing, or service obligation. The parties mutually affirm that a fundamental purpose of public higher education is free inquiry – the unfettered and relentless pursuit and dissemination of truth and knowledge – and that within the academy, free inquiry is indistinguishable from one's freedom to investigate, present, discuss, and evaluate all matters relevant to the pursuit of truth without constraint, or the fear of constraint, in the performance of one's teaching, research, publishing or service obligation.

**Section 2.2.**

GEs have the right to comment as employees on matters related to their professional duties and the functioning of the University. The parties acknowledge the need for an environment with courteous, professional and dignified interaction between all individuals, and the expectation that all members of the campus community will work to develop and maintain professional relationships that reflect courtesy and mutual respect. GEs have the right to Academic Freedom within the limits of their work and subject to applicable institutional policies that do not subvert the provisions or intent of this article.

**Section 2.3.**

The University and the Union agree that grievances involving alleged violations of this Article that are pursued to arbitration will only be heard by arbitrators who have experience hearing higher education grievances.

**Section 2.4**.

GEs shall be free from institutional censorship or discipline when speaking or writing as citizens, but their special position in the community imposes special obligations. As scholars, they should remember that the public may judge their profession and their institution by their utterances.

# ARTICLE 3:

# APPOINTMENT NOTIFICATIONS

**Section 3.1.**

For bargaining unit positions, the University shall provide initial appointment letters for appointments no later than sixty (60) days in advance of the start date of their appointment. Appointment letters shall include key terms of the appointment, including but not limited to:

- **A.** Title of appointment
- **B.** Compensation;
- **C.** Start and end dates;
- **D.** A brief description of the expected job responsibilities and expected number of hours per week,
- **E.** Any notable expectations of exceptions to typical job responsibilities (i.e. fieldwork, atypical work times)
- **F.** Reference to the source of information on health and other applicable benefits;
- **G.** Tuition and fee waivers or remission information, if relevant;
- **H.** Response requirements including acceptance return notice, if any;
- **I.** A statement that this collective bargaining agreement covers the position;
- **J.** A web address provided by the Union for UNH-GEU-UAW;

The following information may be included in an Appointment Notification if known at the time but will otherwise be provided in a Workload letter consistent with Article 38: Workload

- **A.** Assigned course, lab, research project;
- **B.** Expected work schedule;
- **C.** Work location;
- **D.** Course meeting times and location, if applicable;
- **E.** Supervisor(s);

**Section 3.2.**
Offers of appointment or reappointment to a GE position shall be for a minimum duration of one (1) academic semester, J-term or summer period.

Shorter appointments are permissible with notice regarding the term and reason for shorter term provided to the UNH-GEU-UAW. The parties agree that the intent of this language is not to permit, as standard practice, shorter contracts than the standard length agreed upon above in this section but to allow for exigent circumstances requiring shorter appointments.

Draft letters will be signed by the required University signatories and then sent to the GE to be signed. GEs shall be given at least seven (7) days to review their appointment letter, including any revisions to the appointment letter, and raise concerns.

Appointment letters become enforceable upon execution of all required signatures, including University signatories and the GE.

**Section 3.3.**

No GE shall be required to perform a service that is entirely personal in nature for the benefit of any other University employee nor should such a service be included as part of the expected job responsibilities

**Section 3.4.**

Supervisors shall communicate with the GE before, or not later than the day of, the commencement of work to discuss the following, including but not limited to expected job responsibilities, assigned course, lab, research project, work location, physical requirement, and other information deemed relevant by the University.

# ARTICLE 4: COMPENSATION

**Section 4.1.**

The parties agree that there will be three minimum levels of compensation for all GE stipends:

- **A.** Level 1 (All master's students and doctoral students who have less than 2 years of experience as a GE at UNH)
- **B.** Level 2 (Doctoral students with a master's degree or doctoral students with a bachelor's degree who have 2 years of experience as a GE)
- **C.** Level 3 (Doctoral students at candidacy)

**Section 4.2.** - -

For FY26, FY27, FY28 and FY 29 minimum salary GEs at Levels 1, 2, and 3, shall be as follows:

| Level | Period | FY26 Period Salary Minima | FY27 Period Salary Minima | FY28 Period Salary Minima | FY29 Period Salary Minima |
|---|---|---|---|---|---|
| 1 | AY | $22,890 | $24,725 | $25,220 | $25,724 |
| | Summer (40/wk) | $15,260 | $16,483 | $16,813 | $17,149 |
| | Summer (20/wk) | $7,630 | $8,242 | $8,407 | $8,575 |
| | Summer (hourly) | $29.35 | $31.70 | $32.33 | $32.98 |
| 2 | AY | $24,010 | $25,935 | $26,454 | $26,983 |
| | Summer (40/wk) | $16,006 | $17,290 | $17,636 | $17,989 |
| | Summer (20/wk) | $8,003 | $8.645 | $8,818 | $8,994 |
| | Summer (hourly) | $30.78 | $33.25 | $33.92 | $34.59 |
| 3 | AY | $25,310 | $27,335 | $28,439 | $28,997 |

| | | | | | |
|---|---|---|---|---|---|
| | Summer (40/wk) | $16,873 | $18,223 | $18,588 | $18,960 |
| | Summer (20/wk) | $8,437 | $9,112 | $9,294 | $9,480 |
| | Summer (hourly) | $32.44 | $35.04 | $35.75 | $36.46 |

Salary minima for all three levels shall be increased effective at the start of the Fall semester (i.e. the FY29 increase will be effective for the first pay cycle of the Fall 2028 semester). AY appointments will be prorated for those appointments which are less than 20 hours per week and/or shorter than a full academic year (i.e. a 20 hour per week fall semester appointment shall have a salary minima equal to 50% of the AY minima for the level; a 10 hour per week, fall semester appointment shall have a salary minima equal to 25% of the AY minima for the level). Summer appointments will be prorated for the number of weeks of appointment if less than 13 weeks or paid hourly based on the number of hours of expected effort.

Where permissible, supervisors are not precluded from offering salaries above the salary minima to their GEs.

Re-Opener. In the event that the Employer agrees to provide a cumulative across-the-board wage increase with any other academic bargaining unit at University of New Hampshire that is higher than 12% during the term of this Agreement, the Parties shall reopen negotiations within thirty (30) days after the GEU makes a written demand upon the Employer to exercise this reopener.

**Section 4.3.**
Initial_Appointment_Allowance. Commencing with the Fall 2027 semester for incoming Graduate Employees: Upon appointment as a GE and completing two weeks of their initial appointment term, GEs shall receive a one-time, lump-sum additional salary payment of $1,000 (one thousand dollars). GEs are eligible to receive this payment once and only in the first semester of their initial appointment.

Within thirty (30) days of the full execution of this contract, all current Graduate Employees appointed at time of ratification will receive the one-time Appointment Allowance. This is a one-time payment of $1,000 (one thousand dollars).

The payments provided under this Section constitute compensation associated with the GE's appointment and shall be administered in accordance with the University's

applicable compensation, payroll, and sponsored-program accounting policies.

**Section 4.4.**
Appointments of less than 12 months shall be prorated.

**Section 4.5.**
Nothing in this article shall preclude a college, department, program, etc. from paying GE stipends above the minimums defined in this article. Minimum salary shall apply to all graduate employees, regardless of funding source.

**Section 4.6.**
A GE shall be paid on a timely basis, per the University's normal business operations.

**Section 4.7.**
A GE shall be appointed to the highest stipend level for which they are eligible as defined in Section 4.1. If a GE becomes eligible for a higher level during an appointment, the higher stipend level shall become effective no later than the start of first practicable pay period.

**Section 4.8.** If the University, in error, underpays a GE, it shall promptly correct the error and pay any back wages owed. GEs shall endeavor to report to the University any possible underpayments, so they may be corrected as soon as possible.

# ARTICLE 5: CURTAILED OPERATIONS

**Section 5.1.**
The University shall recognize that specific meteorological circumstances produce adverse transportation and personal safety issues for Graduate Employees. The University shall commit to announcing UNH facility curtailment or closure by 4am on the date of inclement weather or as soon as possible in advance of or during in-progress workdays. The University shall define inclement weather as weather which means the University is or is expected to be, unprepared for parking, pedestrian traffic, and/or local road conditions preclude the continuation of bus service and/or there are utility and power outages that impact our working environment.

Curtailed operations may also occur independent of a specific meteorological circumstance and campuses, Cooperative Extension offices and other off-campus work sites may make decisions regarding curtailed operations independent of each other.

**Section 5.2.**
When a decision to curtail operations is made, GEs are not expected to report to work in person unless they are designated as "Essential Staff" as defined in Section 5.2. If a GE is not designated as "Essential Staff," GEs should not report to work at campus locations.

GEs will only be designated as Essential Personnel during work assignments which require they attend to organisms, experiments, facilities and equipment, or other responsibilities that require specific attention at pre-designated times when failure to attend to their work on location during the period of curtailed operations would substantially harm organisms, experiments, facilities or equipment. Further, the University shall attempt to minimize the need for GE work during curtailed operations. Any GE designated as Essential Personnel must be provided advance notice of the designation as Essential Personnel and the reason for the designation. GEs should receive and acknowledge this designation in writing from their supervisor [college or department] and listed in the GE's Appointment Notification if known in advance together with the dates during which the designation remains in effect. Essential Personnel are expected to maintain their normal work schedule, or adjusted schedules required due to unexpected disruption, unless or until otherwise notified. All Essential Personnel designations must be approved by the appropriate Dean.

If inclement weather circumstances as described in Section 5.1 reasonably affect a GE's ability to commute, and the University has made no curtailment announcement regarding inclement weather, remote work shall be considered an acceptable work modality for the GE. GEs are expected to notify their supervisor of the need to work remotely in such circumstances.

**Section 5.3.**

GEs and their supervisors are encouraged to have a curtailed operations plan in place to determine which tasks can be done remotely. If a GE has the ability to work from home and there are tasks that can be performed remotely during a curtailment, it is expected they will complete tasks consistent with their appointment and/or a curtailed operations plan. Laboratory work using hazardous materials or processes is not permitted during curtailed operations due to increased risk of power interruptions and delays in emergency response.

**Section 5.4.**
Technology does enable alternatives to in-person meetings during curtailed operations, and instructors have the autonomy to choose how they handle curtailed operations for each class based on the learning outcomes and point of progression of the course. Please check with your supervisor (or, when appropriate, your Department Chair or Program Chair) if you have any questions about what makes sense for your assigned courses.

When the University is declared closed, GEs are not expected to work for the duration of the closure.

# ARTICLE 6: DEFINITIONS

**Section 6.**1.

"USNH" shall be defined as the University System of New Hampshire, including the Board of Trustees and the Office of the Chancellor

**6.1.2.** "University" and "UNH" shall be defined as the Administration of the University of New Hampshire, including the President and other administrative officers.

**6.1.3.** "UNH-GEU" and "GEU" means the University of New Hampshire Graduate Employee Union – UAW.

**6.1.4.** "Administration" is defined as the professional management of UNH that includes the President, the Provost, Vice Presidents, Vice-Provosts, Deans, Associate Deans, and others including, but not limited to, Directors and Assistant Directors.

**6.1.5.** "Bargaining Unit Member" is defined as anyone covered in this agreement as per Article 1: Recognition.

**6.1.6.** "Graduate Employees" (GEs) shall be defined as Graduate Assistants (including Teaching Assistants) and Graduate Research Assistants, represented by UNH-GEU as defined in Article 1: Recognition.

**6.1.7.** "Department" is defined as any academic or non-academic department, or other analogous unit, that employs Graduate Employees.

**6.1.8.** "Department Chair" is defined as a department head, chair or equivalent designee.

**6.1.9.**"Supervisor" means any employee of the University of New Hampshire who is responsible for managing the in-title work of a bargaining unit member.

**6.1.10.**"Teaching Assistant" (TA) is defined as a GE employed who has the primary responsibility for instruction or with one or more of the following responsibilities in courses for which they do not have primary responsibility: (1) coordinate, lead, class, or assist in the instructional process in preparation and direct interaction with students in lab, recitation, discussion, or review sessions; (2) meet with students and teach during office hours; (3) grade papers or other assignments; (4) grade and proctor exams. A TA may have additional, related duties as assigned.

**6.1.11** "Research Assistant" (RA) is defined as a GE employed to perform work related to academic research, including but not limited to, the gathering and analysis of data, the development of theoretical analyses and models, and the preparation, production or publication of scholarly articles, research reports, and other research-related materials. Such work may contribute to the GE's own research and academic development and may

also support the research objectives of the University, faculty or academic staff supervisor(s), or a granting or sponsoring agency.

**6.1.12.** “Graduate Assistant” (GA) is defined as a GE employed to perform job duties related to the needs of a department, college, or similar unit at UNH, including administrative support.

**6.1.13.** "Full-time" is defined as twenty hours per week for appointments that cover an academic year or semester, and up to forty hours per week in summer except as defined elsewhere.

**6.1.14.** "Waiver" is defined as relief from any obligation to pay.

# ARTICLE 7:
# DISCIPLINE AND DISMISSAL

**Section 7.1.**
The University shall not discipline a Graduate Employee (GE) without just cause. Under this article "discipline" means written warnings, unpaid suspensions, or dismissal from employment from a GE appointment based upon job-related misconduct. Informal conversations that are developmental in nature, and verbal warnings are not considered discipline as defined by this article. It is expected that when appropriate, supervisors will initiate an informal conversation to address concerns prior to taking disciplinary action, and this informal conversation is not considered a form of discipline.

**Section 7.2.**
This article does not apply to determinations made by the University to dismiss a graduate student from the University for academic reasons or non-job-related disciplinary reasons. An arbitrator shall therefore have no power to order reinstatement to a GE position for any individual or group of individuals who are no longer a graduate student at the University as a result of academic reasons. Nothing in this article shall preclude GEs from appealing such academic dismissals.

**Section 7. 3.**
Prior to issuing discipline, the University will provide written notice to the GE and afford them an opportunity to meet and discuss the allegations during an investigatory meeting. This notice, at minimum, shall include: the reason(s) for the investigation, the potential level of discipline that could be rendered and notice of the right to Union representation. Nothing in this Article is intended to diminish a GE's *Weingarten* or *Loudermill* rights.

**Section 7.4.**
Notice of Discipline: The University will promptly notify the GE in writing of the issuance of discipline, which may be challenged based on the standard articulated in this article. GE's wishing to challenge the discipline will utilize the grievance process defined in Article 14: Grievances & Arbitration.

**Section 7.5.**
Unpaid Suspension and Dismissal from Employment: Prior to a GE being disciplined with an unpaid suspension or dismissal, the GE shall be provided with a written statement of the reasons for which dismissal or unpaid suspension is being considered. The notice shall include the nature of the violation, the level of discipline, the right to hearing and the right to Union representation.

Within seven (7) calendar days after receiving the notice, a GE may request a disciplinary hearing of the supervisor or administrator who issued the discipline. The hearing shall take place if necessary, at a mutually agreed time and location. During the disciplinary hearing, the GE shall be told the final outcome of the investigation, be provided an explanation for any disciplinary action and be afforded an opportunity to respond to the reasons for the discipline. The GE shall have the right to a Union representative, who may attend if the GE so desires.

Upon request, the GE shall be entitled to a copy of any investigatory report that has been prepared, although confidential information and witness statements may be redacted.

**Section 7.6.**
The GE and the Union shall be notified in writing of any decision of disciplinary action taken against a GE within seven (7) days of the determination.

**Section 7.7.**
If the University discharges a GE, the Union may appeal the dismissal using the Expedited Grievances provision as set forth in Article 14: Grievance and Arbitration.

**Section 7.8.**
The University shall maintain all disciplinary actions as confidential to the GE and the Union. No disciplinary proceedings shall be made public without the written consent of the GE.

**Section 7.9.**
The University may place a GE on paid administrative leave without prior notice in order to investigate allegations of misconduct or dereliction of duty that, in the judgment of the University, warrant relieving the GE from work duties or removing the GE from the premises. The Union will be promptly notified of any such administrative leave. At the conclusion of the investigation, the University shall notify the GE and the Union of the results of the investigation and either initiate the discipline process or put the GE back to work if the term of the GE's appointment has not ended. If the term of the GE's appointment ends during paid administrative leave, the paid leave will terminate as of the end of that appointment term.

**A.** Paid administrative leave shall not be considered discipline.
**B.** If no disciplinary action is taken, no record of administrative leave will be placed in the GE's employment file and the time spent on administrative leave shall not shorten the GE's funding guarantee.

# ARTICLE 8: DURATION

**Section 8.1.**

The Agreement executed by the Parties is effective July 1, 2026 and shall remain in full force and effect through June 30, 2029 or until such time as a new Agreement is executed.

# ARTICLE 9:
# EMPLOYEE ASSISTANCE PROGRAM

**Section 9.1.**
The Employee Assistance Program that is available to faculty and other employees of the University shall be made available, at no cost, to GEs and their household members.

# ARTICLE 10:
# EMPLOYMENT RECORDS

**Section 10.1.**
"Employment record" shall be defined as documents maintained by the University reflecting an individual's appointment as a GE, revision or termination of such appointment, job-related evaluations and discipline of the GE and pay and benefits related to such appointments. The University shall not make personally identifiable material in an employment record public without the GE's written consent except where required by law.

**Section 10. 2.**
Materials related to a GE's course of study, grades, academic performance, academic progress and aspects of graduate study other than service as a GE shall not be considered part of the employment record.

**Section 10. 3.**
The University shall, within ten (10) working days after receipt of a written or otherwise expressed request from a GE, permit such GE, who may be accompanied by a Union representative if the authorization by the GE so provides, to inspect the GE's employment record. Such inspection shall take place during regular business hours at a location designated by the University. The GE may not remove the employment record from the designated premises.

**Section 10. 4.**
If, upon inspection of the employment record, the GE disagrees with any information contained in the record, removal or correction of such information may be agreed upon by such GE and the University. If such GE and the University cannot agree upon such removal or correction, then such GE may submit a written statement explaining the GE's position and subsequent requests. Such statement shall be maintained as part of the employment record and shall accompany any transmittal or disclosure of such record to a third party.

**Section 10. 5.**
Within ten (10) days after receipt of a written request from a GE, the University will provide such GE, or the Union if the GE has authorized the Union to receive it, with a copy of all or part of the GE's employment record, provided the request reasonably identifies the materials to be copied and released to the GE or designated Union member.

**Section 10. 6.**
The employee shall be notified of the placement of any negative evaluative material in his/her employment record within ten (10) working days of the negative evaluative material being attached to their employment record.

**Section 10. 7.**
Grievances filed by a GE and records concerning the processing and resolution of the grievance, including any arbitration pertaining to any grievances, shall also not be considered part of the employment record.

# ARTICLE 11: FAMILY CARE & SUPPORT

**Section 11.1.**
GEs shall be eligible to enroll eligible children in all programs run by the UNH Child Study and Development Center (CSDC), subject to availability, and to take part in the enrollment lottery used by UNH faculty and staff. GEs shall furthermore be eligible for all other childcare resources provided by UNH, including any additional benefits that may be made available to UNH faculty and/or staff in the future.

**Section 11.2.**
The University shall make reasonable efforts to grant GEs' scheduling requests arising from caretaking concerns. GEs shall make reasonable efforts to submit such scheduling requests as soon as possible to their advisor and/or supervisor. Scheduling requests shall not be unreasonably denied.

**Section 11.3.**
The University shall provide workplace modifications for conditions related to pregnancy and breastfeeding. Consistent with USY.V.C. 24, the University shall provide a reasonable amount of break time for GEs to express breast milk and shall provide a space that may be used to express milk in reasonable proximity to the lactating parent's work location.
Breastfeeding members of the bargaining unit shall have access to these spaces for the duration of nursing.

The University shall maintain a webpage that includes a lactation room map that lists all established lactation stations. GEs are encouraged to utilize the online lactation reservation system.

**Section 11.4.**
Family care and support needs are appropriate topics for the Union Management Committee.

# ARTICLE 12: FOOD SECURITY

**Section 12.1.**

The Union and the University recognize the importance of high-quality, healthy, affordable food options for the health and well-being of GEs. Status as a Graduate Employee will not preclude any GE from access to food security offerings available to all graduate students.

- **A.** The University recognizes that GEs have a variety of food and dietary needs, including restrictions and allergies.
- **B.** The University shall commit to the maintenance of University-led programs aimed at food insecurity, such as Swipe it Forward and Cat's Cupboard. The University shall allocate not less than $120,000 to these or equivalent programs annually. Access to these programs will continue to be provided at no cost to all GEs.
- **C.** GEs with specific food concerns should review: https://www.unh.edu/dining/nutrition/special-concerns.

**Section 12.2.**
Consistent with the University's mission to combat food insecurity, GEs may request and shall receive meal swipes under the Swipe it Forward program, or similar programs in the future, based on their student status and eligibility.

# ARTICLE 13:
# GRADUATE EMPLOYEE APPOINTEE FOR UNIVERSITY AND UNION ADMINISTRATION

**Section 13.1.**
The University shall, during each academic year of the Agreement, appoint one (1) GE of UNH-GEU-UAW's choosing, whose work is supervised by UNH-GEU-UAW when released from assigned duties, at the minimum GE stipend for their rank, calculated as of the first day of the fall semester of the respective academic years, for the purpose of administering this Agreement. This appointment shall be 20 hours per week in the Graduate School and the appointee may be released from assigned duties up to 20 hours per week. The graduate employee appointed to this position shall be classified as a GE and, thus, receive all benefits contained within this Agreement. The union shall provide not less than ninety-days notice to the University regarding this appointment, except in exigent circumstances. GEs in their first year of graduate study at UNH shall not be appointed under this article. In the event the appointed GE is unable to fulfill their term, the University and Union will confer on a timely and appropriate replacement. The GE Appointee must maintain eligibility for an Assistantship consistent with UNH’s eligibility requirements. The Appointee may continue into the Summer or be replaced by an alternative appointee with ninety-days notice to the University, except in exigent circumstances. Summer Appointees may be released up to 20 hours per week, and be appointed up to 40 hours per week based on the needs of the University.

# ARTICLE 14:
# GRIEVANCES AND ARBITRATION

**Section 14.1. Definition and Scope of Grievances**
A grievance is a claim by an individual GE, a group of GEs or the Union that the University or its agents has violated a specific term of this Agreement. Grievances shall be processed according to this Article. All days referred to in this Article shall mean calendar days.

**Section 14.2. Informal Resolution**
The parties support the resolution of problems at the lowest possible level and, therefore, encourage informal discussions to resolve problems without the grievance procedure. The GE, and a Union representative if the GE so desires, shall discuss the grievance with the GE's immediate supervisor at the time of the event or at the time the employee learns of the event in an effort to resolve the grievance. Interim measures for the grievant and/or respondent may also be discussed and implemented at this step. The University and the Union may agree to bypass this step or to have the informal discussion with another supervisor. Requests to waive the informal step shall not be unreasonably denied. If the grievant is alleging bullying, discrimination, harassment, sexual harassment or sexual assault by their supervisor, the University shall automatically grant the request to bypass the informal step. Resolutions at the informal resolution step, although final, shall not be precedential. Informal resolution may be terminated at the discretion of the Grievant(s).

**Section 14.3. Formal Procedure**
If the grievance is not resolved through the informal procedure, the GE(s) or union representative(s) may submit a formal grievance to the University. To initiate the formal grievance procedure, the grievant(s) and/or the Union shall submit a written statement of the facts of the grievance, the specific provision(s) of the agreement allegedly violated, and the remedy requested. If the informal procedure enumerated in Section 14.2 has been bypassed, interim measures for the grievant and/or the respondent will also be discussed between the parties and may be implemented by the University at this step. When necessary, the University may unilaterally implement appropriate interim measures before this step. The following outlines the submission process:

1. **Step One (Dean or Equivalent Leadership):**
   The formal grievance shall be submitted in writing to the University's contract administrator with a copy to the relevant Dean or Dean of the Graduate School, within ninety (90) days of the event giving rise to the grievance or after the grievant becomes aware of the event giving rise to the grievance. In the event that the status quo regarding internal reporting, investigating, and remediating discrimination, discriminatory

harassment, sexual harassment, and sexual assault changes, the university will provide the union notice of the policy change and the parties will commence renegotiation of the timeline of the Step One procedure within sixty (60) days of the notice date, unless the union provides notice that it does not wish to do so.

The grievant(s), the appropriate administrator, and a representative of the Union shall meet and discuss the grievance within fourteen (14) days. The University shall then consider the grievance and render a decision along with the reasons in writing to the grievant(s) and the Union within ten (10) days from the date the meeting was held.

2. **Step Two (Provost):**
   A grievance may be submitted to the Provost in cases where the grievant(s) is not satisfied with the decision at Step One. The grievant(s) and/or the Union may file an appeal in writing to the University's contract administrator with a copy to the Provost. The appeal must be filed no more than twenty-one (21) days after the written decision of the University is received or, if none is received by the due date, within twenty-one (21) calendar days after the due date. Grievances presented initially to the Provost must be filed by the grievant(s) and/or the Union within thirty (30) days of the event giving rise to the grievance or after the grievant(s) becomes aware of such event.

The grievant, the Provost or designee, and a representative(s) of the Union shall meet and discuss the grievance no more than twenty-one (21) days after such filing. The Provost shall then consider the grievance and render a decision in writing with the reasons to the grievant(s) and the Union no more than fourteen (14) days after the meeting date. If the Provost is the subject of grievance, the Union may request a replacement of equal or higher decision-making power to fulfill the Provost's Step Two obligations.

**Section 14.4. Arbitration**

If the grievance is not resolved to the satisfaction of the Union at Step Two, the Union may submit the grievance no more than sixty (60) days of receipt of the written response at Step Two or, if none is received by the due date, within twenty-one (21) days after the due date, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the University's contract administrator. Within ten (10) days of the University's receipt of such notice from the Union, the University and the Union shall exchange proposed arbitrators to reach a mutual agreement.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association or Labor Relations Connector, which will be in effect at the date of said submission. The arbitrator, unless the time limit is mutually extended by the parties, shall render a decision not later than sixty (60) days from the date of the closing of the hearings. The decision

and award of the arbitrator shall be final and binding on the parties and shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. The arbitrator shall be without authority to add to, subtract from, or modify the terms of this Agreement, or to decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the GE whole for the remainder of the GE's appointment period. The decision of the arbitrator shall be final and binding subject to statutory provisions.

The University and the Union will first endeavor to agree on an arbitrator from the list of neutrals maintained by NH PELRB. Either Party may submit names of suggested arbitrators to the other Party. If an arbitrator is not selected by mutual agreement, the arbitrator will be selected through the procedures of the American Arbitration Association. A decision on whether to mutually agree on an arbitrator or to select an arbitrator through the American Arbitration Association shall be made within ten (10) days after the initiation of Arbitration, and the arbitrator will be selected no later than twenty-one (21) days after the initiation of Arbitration. If an arbitrator is not mutually selected within ten (10) days, the union shall immediately initiate arbitrator selection with AAA.

The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties. The parties shall agree in advance of the hearing, or at the direction of the selected arbitrator, to the use of a court reporter.

**Section 14.5.**
At the request of the Grievant, the University, Union, and GE will meet to discuss interim measures for the purpose of protecting the safety of the Grievant during the grievance process. This meeting shall take place within seven (7) days of the Grievant's request. A decision on interim measures and a reasonable timeline for their implementation shall be provided as soon as practicable but no later than five (5) days after this meeting. If the University cannot meet the request as specified initially, the decision will state that.

**Section 14.6. Confidentiality**
All documents generated during the grievance process shall be kept confidential.

**Section 14.7. Time Limits**
Time limits provided herein may be extended or delimited by mutual agreement. Failure of the University to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or the Union may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed withdrawn with prejudice and resolved. Any grievance that was filed prior to the end of the semester and has not been resolved to the satisfaction of the

grievant(s) and/or the Union prior to the conclusion of the semester shall continue to be processed in accordance with the provisions of this Article, except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits, the provisions of this Article shall remain whole.

**Section 14.8. Expedited Grievances**
Expedited grievances, as outlined in relevant articles, may be filed with the University's contract administrator and progress as described below. For grievances related to termination, the union may file for an expedited grievance within fifteen (15) days of receipt of the termination notice by the Union. The University shall schedule a grievance meeting with the grievant(s) and Union within ten (10) days following receipt of the grievance. The University shall issue a written response within seven (7) days following the grievance meeting.

If the University unilaterally fails to act within the prescribed grievance processing time limits, the grievant(s) and/or Union may immediately proceed to arbitration.

The time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. For discharge or suspension grievances, no rights or remedies are waived as a result of employing the normal grievance procedure contained elsewhere in this Article rather than an expedited grievance procedure.

**Section 14.9. Scheduling**
The University and the Union shall endeavor to schedule arbitration hearings that do not conflict with the bargaining unit assignments of the grievant.

The University and the Union shall endeavor to schedule the testimony of GE witnesses when the GE witnesses do not have bargaining unit assignments. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty or reduction in pay to partake in grievance proceedings if the request is made at least fifteen (15) days in advance of the proceedings.

**Section 14.10. Implementation**
Upon resolution of the grievance, the parties shall implement the remedy within twenty-one (21) days unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.

# ARTICLE 15:
# HEALTH AND SAFETY

**Section 15.1**.
All Graduate Employees have the right to work in a safe and healthy workplace that meets local, state, and federal safety and health requirements and that is free from hostility, intimidation, and abuse. GEs shall not be required to work under conditions that violate any safety or health laws or regulations. No GE will be subject to discrimination, discipline, or termination for reporting violations of health and safety requirements, or for reporting workplace violence or the threat of violence in the workplace. Graduate employees must be provided with workspace that ensures compliance with applicable air quality standards, fire safety regulations, and overall health and safety laws, regulations, and requirements.

**Section 15.2.**
Each building or workspace containing laboratory space will provide a standardized laboratory operating procedure, training, and/or new GE orientation that denotes building emergency procedures and core facility and laboratory space management information. Laboratory supervisors or their designee shall make training specific to the laboratory or work environment in which the work is being conducted available to their GE. This training shall be considered part of the GE's work-related duties.

**Section 15.3.**
Adequate, properly maintained, and serviced first aid equipment, fire extinguishers, Stop the Bleed Kits and automated external defibrillators will be provided in buildings used by GEs based on occupancy and relevant standards developed by appropriate first responders (e.g., the State of New Hampshire Department of Safety). The University shall supply and maintain all appropriate equipment, tools, materials, and personal protective equipment (PPE) to GEs needed to carry out job duties safely, including but not limited to protective safety glasses and gloves. The University shall provide first aid information or information to access first aid training to GEs upon request.

**Section 15.4.**
All GEs shall be notified with the following information prior to any mandatory work assignments away from the UNH campus where the GE is based:

**15.4.1.** Specific location (e.g., city, town, state, country);
**15.4.2.** Dates of travel;
**15.4.3.** Accommodations;
**15.4.4.** Mode of transportation;

GEs will be provided this information as soon as possible and no later than twenty (20) days before off-campus travel. If notified less than twenty (20) days before off-campus travel, the GE may decline the assignment without penalty.

GEs have the right to decline travel to unsafe work locations without being penalized, including domestic states that are unsafe – defined here as conditions that impede the ability of GEs to move freely and securely from one place to another without undue risk of imprisonment, detention or threat to their safety for any individual belonging to a protected class as defined in Article 25 Non-discrimination. GEs may be assigned alternative tasks consistent with their appointment in lieu of the travel.

**Section 15.5.**
The University will provide notice to affected GEs for asbestos removal project(s) in their immediate work area.

**Section 15.6.**
In cases of injury to a GE while at work, the GE shall assist their Supervisor in filing an Incident Report as soon as possible in accordance with University procedures. The GE shall file a Worker's Compensation claim in accordance with University procedures and state law.

**Section 15.7.** Any GE may report a condition that they believe does not comply with applicable safety and health laws or that otherwise pose a threat to general safety and health. The GE shall report the condition immediately to their supervisor or the Office of Environmental Health & Safety. In cases where there is a reported condition which poses an immediate threat to the general safety and health of the GE, they shall not resume their work in that location until an appropriate investigative action is taken; GEs may request an alternative safe work location be provided to the GE until the report is investigated. The University shall not retaliate against any GE for such reporting. The University shall respond to reports within fourteen (14) days by confirming receipt of the report and describing any planned corrective action(s).

**Section 15.8.** In accordance with Section 15.7, when a GE reports a health and safety condition in their workplace to the Office of Environmental Health & Safety (EH&S), the Union shall retain the right to request and access any past data and reports from EH&S as permissible by law. Such existing data and reports shall be provided to the Union within fourteen (14) calendar days following a request.

**Section 15.9.** The University and GEU acknowledge that workplace temperature is important to the safety of UNH employees. Most indoor UNH workspaces have adequate air conditioning and heating to maintain a safe temperature range except in areas where different temperature is needed (for example, greenhouses, barns, lab spaces with experiments, etc.). This includes GEs' labs,

offices, meeting rooms, and teaching classrooms; if a GE is concerned about one of these workspaces being outside a safe temperature range, the GE should report this concern to EHS and may request an alternative work location for the GE to complete work-related duties until the issue is investigated. Such requests shall not be unreasonably denied.

When it has been determined by the UNH Department of Environmental Health and Safety that the Wet Bulb Globe Temperature has exceeded the Permissible Heat Exposure Threshold Limit Value (TLV) the Director of EHS will inform the President or their designee and EHS Thermal Stress (Heat Advisory) guidelines will be in effect. If excessive heat is declared, it will be communicated via the UNH Alert System. In those instances, supervisors shall follow recommendations described in the Heat Stress program webpage, which may include sending GEs home with no loss of pay if their work environment has reached intolerable and unhealthy levels due to excessive heat and adequate accommodation cannot be provided to reduce the risk of heat-related injuries/illnesses. None of this language is to imply that complaints regarding indoor workspaces are contingent upon outdoor Wet Bulb Globe Temperature conditions.

**Section 15.10.** The University and Union recognize the importance of having safe and accessible bathroom facilities. The University will not prevent GEs from using a workplace bathroom that corresponds with their gender identity, regardless of gender identity. GEs shall have access to a single-user or gender-neutral bathroom within a reasonable walking distance when working on the Durham campus.

**Section 15.10.1.**
The University shall regularly replenish menstrual products in bathrooms on the Durham campus used by GEs, at no cost to the GEs.

**Section 15.11.**
The University and Union recognize the importance of providing reasonable accommodations for all GEs who have a physical or mental disability that limits one or more activities of daily living. In accordance with the Americans with Disabilities Act (ADA), a GE seeking accommodation shall follow the University process for requesting accommodation and engage in the interactive process. The University will provide reasonable accommodations to ensure the GE can meet essential functions of their job duties. Examples of reasonable accommodations may include but are not limited to, ensuring accessible workspaces where GEs complete their duties, flexible work schedules, modified or accessible equipment (e.g., alternative keyboards, screen readers, voice recognition, live captions), or assistance (interpreters, readers or other personal assistance), and permission to bring service animals.

**Section 15.12.**
During public health emergencies, the University will follow the guidance provided by local public health organizations. The University shall inform the entire University of New Hampshire community of the risks, dangers, and precautions that can be taken in the event a public health emergency is declared. The University shall send campus-wide emails to inform the University of New Hampshire community of the importance of preventative measures, the availability of on-campus resources, and the location(s) of such resources. The Union-Management Committee may also make recommendations related to the supply and maintenance of all equipment, tools, materials, and PPE for GEs.

# ARTICLE 16:
# HEALTH AND WELFARE BENEFITS

**Section 16.1.**
The University will enroll all GEs in their Student Health Benefits Plan (SHBP) at no cost. GEs may waive such coverage under this agreement in the event that they are insured through other programs.

**Section 16.2.**
The University shall waive the "Single Student" rate for GEs covered by this Agreement during each term of such appointment.

**Section 16. 3.**
All GEs shall have access to voluntary dental and/or vision insurance for themselves, their spouses, and/or their dependents.

**Section 16.4.**
GEs appointed for the full academic year receive a waiver for the university's SHBP during the period of their appointment. GEs on a fall-only appointment and continuing as a full-time student in the graduate school for the spring semester, receive a waiver for the SHBP for the fall only and will be responsible for the spring portion of the plan costs.

GEs on a spring only appointment will receive a waiver for the SHBP for the spring and summer.

**Section 16.5.**
The University shall not unilaterally reduce health benefits for the duration of this agreement. In the event that such a reduction takes place outside of the University's control, the University shall notify the Union as soon as practicable and the Union will have thirty (30) days from this notice to request the reopening of bargaining.

**Section 16.6.**
The University shall continue to provide coverage under the SHBP to covered GEs, and covered dependents, on an approved medical leave of absence at no cost to the GE for a period of 90 days, subject to GE meeting eligibility requirements.

Eligible GEs and dependents covered under dental and vision plans will remain covered through the end of their paid enrollment period consistent with those plans' terms and conditions.

**Section 16.7.**
The University shall continue to provide worldwide coverage.

**Section 16.8.**
Insurance provided to GEs and their dependents shall continue to meet the requirements of international GE visas.

**Section 16.9.**
Issues pertaining to this article shall be established as a standing agenda item for not fewer than one (1) meeting of the Union-Management Committee per academic semester.

# ARTICLE 17: HOLIDAYS AND VACATION

**Section 17.1.**
GEs shall not be required to work on the following holidays which occur during the term of their appointment:

1. January 1 (New Year's Day)
2. Third Monday in January (MLK Day)
3. Last Monday in May (Memorial Day)
4. June 19 (Juneteenth)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. November 11 (Veterans Day)
8. Thursday - Friday of Thanksgiving Week
9. December 25 (Christmas)

Any other holidays added by the University to the academic calendar will be holidays for the bargaining unit.

**Section 17.2.**
GEs will be afforded sufficient time on state and federal primary and general election days, including special elections, to allow them the opportunity to vote.

If a bargaining unit member permanently resides or votes in a state other than New Hampshire, they will be provided sufficient time on the date of the election to ensure the GE may participate in the voting process.

**Section 17.3.**
GEs may only be required to work on holidays in exceptional or exigent circumstances. If GEs are required to work on a holiday, the GE shall choose an alternate day(s) off with the supervisor's approval within thirty (30) calendar days before or after the holiday, which shall not be unreasonably denied. Except in exigent circumstances, supervisors should provide at least thirty (30) days notice to GEs who are required to work on a holiday.

**Section 17.4. Religious and Cultural Holidays.**

**17.4.1.** The University recognizes that there are religious holidays that are not currently University holidays. GEs may request religious accommodation through the appropriate University office (currently, CREO) to observe religious holidays pertinent to the GE. Such requests shall not be unreasonably

denied. GEs shall make reasonable effort to provide notice about religious holidays to their supervisor at least fourteen (14) days in advance of any dates on which they will be observing their sincerely held religious belief.

**17.4.2.** The University recognizes that there are cultural holidays that are not currently University holidays. GEs may request time off to observe cultural holidays pertinent to the GE. Such requests shall not be unreasonably denied. GEs shall make reasonable effort to provide notice about cultural holidays to their supervisor at least thirty (30) days in advance of any dates on which they will be observing their sincere cultural traditions.

**17.4.3.** Time off for religious or cultural holidays may not necessarily result in a lessening of work expectations. GEs may use Personal Time to be alleviated of work responsibilities for a cultural holiday not otherwise recognized by UNH without loss of salary.

**Section 17.5. Vacation**

Graduate Employees appointed for an academic year may take up to 13 days of paid vacation leave during periods of university recess. Operational necessity may require a GE to work during periods of university recess. Supervisors shall provide GEs with written expectations regarding any required duties which fall during winter or spring recess periods at the time of appointment. In emergent or unforeseen circumstances, the supervisor will provide new recess-period work expectations in writing at least 20 days prior to the start of the work. GEs required to work during recess will be entitled to utilize their vacation days during other mutually agreed upon times throughout the appointment and such requests shall not be unreasonably denied. Vacation leave cannot be carried over beyond the contract period in which it is earned and there is no payout for unused vacation. For purposes of this article, periods of university recess for UNH-funded GEs are defined as the period between the end of fall semester work and the commencement of spring semester work, and the one-week period of “Spring Break”. GEs are not expected to use paid vacation for days during these periods which are already recognized as University holidays. GEs vacation leave is separate from PTO. GEs being paid biweekly will continue to be paid consistent with UNH’s payroll cycle even if there is no assigned work such that there is no gap in pay between semester appointments.

# ARTICLE 18: HOUSING

**Section 18.1.**
The Union and the University share the concern that adequate, safe, and affordable housing be available to graduate students, including GEs. They also acknowledge that New Hampshire has a high cost of living, which can be prohibitive for GEs and their families.

**Section 18.2.**
Upon the start of this Agreement, the topic of Housing shall be established as a standing agenda item for not fewer than one (1) meeting of the Union-Management Committee per academic semester. Affordability, safety, and availability of reasonable housing and other related issues for graduate students and their families shall be included in the topics covered by these meetings. The Union may make recommendations to the University, which shall be considered in good faith.

**Section 18.3.**
The University will provide the UMC with available information reasonably necessary for it to carry out its function with respect to housing, including an annual update concerning the number of spaces of campus housing for which GEs shall be eligible to apply.

# ARTICLE 19: INTELLECTUAL PROPERTY

**Section 19.1.**
The Union and University recognize that as employees of the University, GEs are included under the scope of the University's Intellectual Property Policy.

**Section 19.2.**
A GE who serves as the instructor of record for a course shall have the same rights as a faculty member would have with respect to course materials that the GE develops for the course while working as a GE.

**Section 19.3.**
GEs shall be subject to and have rights under the UNH Research Policies.

**Section 19.4.**
The University shall post its current intellectual property, commercialization, and patent policies on a dedicated webpage.

**Section 19.5.**
Prior to the University making any changes to existing Intellectual Property policies that impact GEs, or creating any new IP policies that impact GEs, the University shall notify the Union.

**Section 19.6.**
If a GE is the subject of an alleged violation of the UNH Policy on Misconduct in Scholarly Activity, they shall be entitled to Union representation during any investigations of a misconduct allegation.

**Section 19.7.**
GEs shall retain access to any data they or their research group collect as part of their work at UNH consistent with the UNH Policy on Ownership, Management, and Sharing of Research Data.

# ARTICLE 20:

# INTERNATIONAL WORKERS

**Section 20.1.**

The UNH Office of International Students and Scholars (OISS), or its equivalent office, shall continue to advise international GEs on visa issues related to the academic and employment relationship with the University and maintain programming to aid international graduate workers with integration into U.S. living. OISS shall aid international GEs by:

**20.1.1.** Maintaining an up-to-date online resource including but not limited to: immigration sponsorship and support, academic and cultural adjustment and engagement, housing information, student health insurance (SHBP), and taxes;

**20.1.2.** Responding to GE inquiries via phone, email, or in-person appointment as soon as possible;

**20.1.3.** Maintaining a 24-hour unstaffed directory line for International GEs that can route them to UNH Police, OISS staff, or other available resources. International GEs shall be provided the phone number of this helpline during Orientation, and it shall be posted in the OISS office location and on the OISS website.

**Section 20.2.**

UNH OISS shall continue to provide the American Immigration Lawyers Association (AILA) list for GEs to utilize in researching an attorney for their private engagement. Additionally, other resources may be added to supplement that list by the University. The University shall establish a working relationship with the New Hampshire Bar Association (NHBA) to explore appropriate available resources through the NHBA.

**Section 20.3.**

UNH OISS shall host immigration attorneys, either in-person or virtually, to discuss immigration issues with GEs at least once per academic year, and more frequently subject to need and attorney availability. The University agrees to record any such presentation for additional viewing and, in its sole discretion, make available live streaming, provided that the UNSH General Counsel's Office and the immigration attorney(s) consent(s) to such recording and publication**.** The University shall post these resources on a dedicated webpage as soon as possible.

**Section 20.4.**

The University shall work with GEs to ensure that internal work authorization documentation is completed on time. No GE covered by this agreement shall suffer any loss of seniority, compensation, or work status due to any legal changes in the GE's name or social security number, provided they are still legally authorized to work in the U.S.

**Section 20.5.**

If a GE with the requisite visa documentation and work authorization to lawfully enter the United States is barred entry, the University and the Union will use reasonable, good faith, efforts to assist the GE where possible.

**Section 20.6.**

When a GE is unable to return to the United States as a result of their immigration status for reasons beyond their reasonable control (e.g., administrative processing), the University may allow for the GE to perform their duties outside the U.S. as legally permissible and operationally appropriate until the GE gains entry to the U.S.

If the University cannot lawfully employ or continue to employ a GE due to the GE's immigration status, the University agrees to make reasonable efforts to re-employ the GE as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a GE. The University agrees to meet with the Union and the GE to discuss potential re-employment into their prior or another position if their previous position is unavailable within seven (7) days of the GE again becoming eligible for employment.

**Section 20.7**.

Issues surrounding immigration and visa status that affect GEs are appropriate topics for the Union-Management Committee. In addition, the University shall convene two meetings yearly with the Union and staff from the UNH OISS, or its equivalent office, to discuss issues related to International GEs.

**Section 20.8.**

The University shall maintain a working group with at least two (2) members of the Union, to evaluate the English-language needs of GEs, and the availability and effectiveness of resources currently available. GEs who are members of the working group may be provided release time to attend group meetings. The Working Group will provide the University with recommendations for improving language services at the University. The working group shall meet once per semester.

**Section 20.9.**

The University commits to the following:

**20.9.1.** The University shall comply with all applicable laws, including laws regarding the protection of the privacy of all members of the UNH community;

**20.9.2.** Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University will not voluntarily provide any immigration or personal information about the residence or location of the GE, such as a temporary or permanent home address, workplace, or work schedule to any governmental agencies without the written consent of the GE. The University will notify the GE within twenty-four (24) hours after the University learns of a visa revocation, Student and Exchange Visitor Information System (SEVIS) record termination.

**20.9.3.** The University shall identify point(s) of contact (e.g., USNH General Counsel) to interface with outside agents (e.g, ICE Agents) who attempt to access private university spaces or employee records. The University shall update GEs as necessary about how and when to notify the identified point(s) of contact in the event that they are approached by an outside agent while at their workplace;

**20.9.4.** The University shall make reasonable efforts to ensure that outside agents comply with legal process when entering or attempting to enter University spaces that are not open to the general public. Such efforts shall include reviewing the outside agents' documentation, if possible. When practicable, the University will ensure that outside agents are escorted by University representatives when the agents are performing job duties on campus (not including, for example, when they are invited to speak)

**20.9.5.** The University shall provide clear information, updated yearly, regarding:

- **A.** The estimated cost of attendance for the University of New Hampshire inclusive of living in Strafford County (including the average rent for a studio apartment, a 1BR apartment and a 2BR apartment).
- **B.** Public transportation routes and options (i.e.Bus, Train) for Strafford County and surrounding residential areas (e.g. Amtrak Downeaster-served communities).
- **C.** Health insurance policy (SHBP) information for individuals and families.

**D.** Childcare information for the CSDC or other childcare options managed or affiliated by the University including locations and average costs of daycare is Strafford County and surrounding residential areas.[1]

[1] UNH will identify webpages to post links to external resources like HUD's Fair Market Rent data and Stafford County Regional Planning Commission but are not in a position to replicate those external resources should they cease to exist.

# ARTICLE 21: JOB POSTING AND HIRING

**Section 21.1.**
The parties recognize that the University has discretion over who is hired as a GE, the qualifications for GE positions and the methods used to make such hiring decisions.

**Section 21.2.**
The parties also recognize that GE appointments are usually made without posting, including appointments at the time of admission, through departmental assignment, in connection with advising relationships with faculty members, and through arrangements made between departments and colleges.

**Section 21.3.**
On occasions when a University unit decides to open a Graduate Assistant (including Teaching Assistant) or Graduate Research Assistant opportunity to more widespread or University-wide application, these procedures shall be followed:

**21.3.1.** The University will post information on the website concerning such GE openings as soon as reasonably practicable.
**21.3.2.** The website shall contain the following information with respect to each position posted there:

**(i)** A description of the position and the qualifications required to apply for it.
**(ii)** An employment non-discrimination statement.
**(iii)** The procedure required to apply for the job, including the name and location of the office where inquiries and applications may be made if applicable.

**Section 21.4.1.**
The University shall notify the Union within ten (10) business days of ratification of the website where such positions are to be posted.

# ARTICLE 22: JOB SECURITY

**Section 22.1.**
If the University makes an offer for appointment to a Graduate Employee (GE) position and the individual to whom the offer was made accepts it, the terms of the offer, including the level of compensation, benefits, and other terms and conditions of employment, shall be honored by the University during the term specified in the offer of appointment.

**Section 22.2.**
If the position described in the Letter of Appointment becomes unavailable due to cancellation or similar reasons, the University shall assign the GE to a position for which the GE is qualified for the remaining appointment period.

# ARTICLE 23: MANAGEMENT RIGHTS

**Section 23.1.**

All the rights and responsibilities of the USNH Board of Trustees which have not been specifically provided for in this Agreement or limited by law shall be retained in the sole discretion of the USNH Board of Trustees or as delegated to the University System and to the University, including the academic governance structure. Except as modified by the Agreement, such rights and responsibilities shall include but shall not be limited to:

**23.1.2.** The right to direct Graduate Employees; to determine criteria in hiring and promotion; to determine standards for work; to hire and evaluate Graduate Employees;

**23.1.3 .** The right to take such action within the limits of this Agreement as is necessary to maintain the efficacy of the University's operation;

**23.1.4.** The right to determine the means, methods, budgetary and financial procedures, and personnel by which University operations are to be conducted, including but not limited to:

**23.1.4.1.** Establish, maintain, modify or enforce standards of performance, conduct, order and safety;

**23.1.4.2.** Alter, extend, or discontinue existing equipment, facilities and location of operations;

**23.1.5.** In accordance with the academic governance structure, the right to determine the curriculum, programs, and degrees to be offered;

**23.1.6.** The right to take such actions as may be necessary to carry out the mission of the University in case of emergencies, provided that the University shall subsequently and in timely fashion negotiate the effects of such action on the terms and conditions of employment of members of the bargaining unit;

**23.1.7.** The right to make all rules, regulations, and policies that do not conflict with the provisions of this Agreement;

**23.1.8.** The understanding that the exercise of any management right or function in a particular manner shall not preclude exercising the same in any other manner which does not expressly violate a specific provision of this Agreement.

**23.1.9** The application of such management rights shall be subject to the provisions of Article 14: Grievance and Arbitration only to the extent it is alleged that such application has violated a specific provision of this Agreement. Management rights is an affirmative

defense and invocation of such defense will not be used to refuse to process a grievance which includes the specific provision(s) of the agreement allegedly violated, consistent with Article 14.3.

**23.1.10.** Provisions of USNH and UNH policy continue to apply to Graduate Employees in their capacity as GEs except where directly superseded by the CBA.

# ARTICLE 24: NO STRIKE NO LOCKOUT

**Section 24.1.**

The GEU-UAW agrees that it shall not directly or indirectly encourage, sanction, or condone any activities by members of the unit in violation of this Article or NH RSA 273-A:13. In the event of a prohibited strike or other job action, the GEU-UAW agrees to use every reasonable effort to actively inform members of the unit of the illegality of such activity and of the GEU-UAW's opposition to such activity.

**Section 24.2.**

The University System Board of Trustees agrees that it shall not invoke any lockouts.

# ARTICLE 25:
# NON-DISCRIMINATION AND HARASSMENT

**Section 25.1. Discrimination**
The University shall not discriminate against any employee or applicant based on protected classes. Protected classes include sex, race, color, ethnicity, national origin, age, disability, religion, marital status, pregnancy or related conditions, sexual orientation, gender identity or expression, protected hairstyles, veteran/military status, genetic information, or any other legally protected characteristic or other protected classes set forth in state or federal law. All GEs, especially disabled or immunocompromised GEs or GEs with qualified health conditions under the ADA, have the right to a workplace free from harassment and discrimination.

**Section 25.2.**
Discrimination (disparate treatment and/or disparate impact) occurs when an adverse action is taken against a GE or group of GEs and the action is based upon one's protected characteristic. Disparate treatment occurs when one suffers less favorable treatment, such as exclusion from participation, denial of benefits, or other adverse effects on the GE.

**Section 25.3. Discriminatory Harassment**
Discriminatory harassment is any severe or pervasive conduct directed to an individual or group of individuals because of any classification listed in Section 25.1 such that:

1. The conduct has the purpose or effect of interfering with an individual's work performance or creating a hostile, intimidating, or offensive working environment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual.
3. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
4. Such conduct interferes with an individual's ability to participate in or benefit from an educational program or activity.

Examples of conduct which may, if continued or repeated, constitute discriminatory harassment may include, but are not limited to: unwanted physical contact; use of epithets, inappropriate jokes, or comments, or innuendos, obscene or harassing telephone calls, emails, letters, or other forms of communication; or any form of conduct that creates a hostile learning and/or working environment, such as those that affect promotion, demotion, wage and salary increases, and/or deliberately excludes individuals from work assignments.

**Section 25.4. Sexual Harassment**
The University recognizes that sexual harassment is inimical to its core missions, including its research and education missions, and will not tolerate any form of sexual harassment targeted at GEs. For the purposes of this article sexual harassment is unwelcome conduct of a sexual nature that is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

**Section 25.5 Harassment**
The parties agree that instances of harassment, such as those above, can occur unrelated to or concurrent with a GE's inclusion under a protected class, and such harassment is also a violation of this article. Characteristics not included in recognized protected classes which are self-identified membership of a group may include; ancestry, caste, prior conviction of a crime, political affiliation, political activity, or union activity.

**Section 25.6. Transgender Protections**
The University and the Union share a commitment to support transgender, intersex, two-spirit, nonbinary, and gender non-conforming GEs. Further, the University shall not reprimand or discipline GEs for actions which support transgender, intersex, two-spirit, nonbinary, and gender non-conforming university community members, provided such activities comply with all laws, rules, regulations, University or University System policies that do not subvert the provisions or intent of this article, supportive or interim measures, and/or the terms of this agreement.

Upon request from a GE, the University shall update aspects of a GE's employment record to reflect a change in name or gender, including pronouns/name(s) and persistent identifiers such as email addresses and computer system usernames. Intentional and repeated use of names or pronouns other than those requested by a GE shall be considered harassment for the purposes of this agreement.

**Section 25.7. Health and Disability Status Protections**
Upon request from a GE with a disability, the University shall engage in an interactive process and will provide reasonable accommodation to enable GEs with disabilities to perform the essential functions of their job.

**Section 25.8. Prayer Space**
The University shall provide at least one multi-faith prayer space location on each UNH campus, fully accessible to GEs. Locations and hours of each space shall be maintained on a central website. The University will make a reasonable effort to work with the GE through the religious accommodation process to organize access to a temporary prayer space if none of the existing spaces meet the GE's needs. Prayer spaces are an appropriate topic for the Union-Management Committee.

# ARTICLE 26:

# NON-REPRISAL AND RETALIATION

**Section 26.1.**
Retaliation against any GE who reports or participates in an investigation of an alleged violation of a State or Federal law, rule or regulation, provision of this Agreement, or University policy is strictly prohibited. Retaliation is any adverse action taken against a person for making a report of prohibited conduct or participating in any investigatory proceedings. Retaliation is any materially adverse action taken against a GE because they were involved in the disclosure, reporting, investigation, or resolution of a report of an alleged violation. Retaliation includes threats, intimidation, harassment, coercion, discrimination, violence, or any other conduct against any GE by the University, employee or other person authorized by the University to provide aid, benefit, or service under the University's education program or activity, for the purpose of interfering with any right or privilege secured by this agreement or by law or regulations. Adverse action may not include isolated instances of perceived or petty slights, or trivial annoyances.

**Section 26.2.**
The University will not retaliate against a GE who, in good faith, has reported information that the GE believes is evidence of a violation of a State or Federal law, rule or regulation, provision of this Agreement, or University policy. Good faith actions lawfully pursued in response to a report of alleged violations are not retaliation.

# ARTICLE 27:
# PROFESSIONAL DEVELOPMENT AND TRAVEL

**Section 27.1.**
The University and the Union agree that training and professional development opportunities are important to GEs. The University shall continue to provide professional development programs for graduate employees.

**Section 27.2.**
The University shall allocate a minimum of $60,000.00 (sixty thousand dollars) per academic year to the UNH Graduate School Travel Grant Fund. Applying to this fund does not preclude a GE from receiving additional funds in support of professional development regardless of their funding source. The current fund shall also cover the purchase of membership to a professional organization when this reduces the cost of attending a meeting or conference relevant to the GE's research. In the event that the Fund is discontinued, or otherwise changes substantively, these funds shall continue to be allocated for GE use. In that event, the parties agree to bargain within thirty (30) days over a new process to disburse such funds in order to meet the intent of this article.

**Section 27.3.**
The University shall directly pay for all pre-approved lodging and transportation expenses that are required by a GE's work duties, as well as directly paying for pre-approved conference registration fees required by a GE's work duties. Such payments shall not be considered as part of the available funds allocated to the UNH Graduate School Travel Grant Fund, above.

**Section 27.4.**
Any authorized expenses pre-approved for reimbursement that cannot be paid by the University directly, including meals and incidentals, will be reimbursed in accordance with USNH travel policies. The University shall notify the Union of changes to this policy that impact GEs within thirty (30) days of implementation. GEs will be reimbursed following submission of a complete and accurate expense report in accordance with University/System policy in the applicable timelines consistent with all employee reimbursements. GEs will be notified of any such issue with their expense report requiring delay or resubmission.

**Section 27.5.**
GEs shall be eligible to apply for and receive any travel advance funds available to other University employees in accordance with USNH policy. Such requests shall not be unreasonably denied.

**Section 27.6.**
The University will maintain travel insurance consistent with the recommendations of USNH procurement, including the foreign travel insurance (currently 'International SOS'), at no cost to the GE.

# ARTICLE 28: SECOND JOB

**Section 28.1.**
To the extent permissible by law, GEs shall be allowed to pursue and accept employment external to UNH. Work duties at UNH will take precedence over external work obligations for purposes of scheduling. Failure to prioritize UNH work duties may result in loss of the GEs Assistantship.

**Section 28.2.**
The University strongly urges all GEs to only accept external employment which enables them to timely complete their degree program and continue to make satisfactory academic progress.

**Section 28.3.**
Where permissible by law, GEs shall be allowed to pursue or accept a supplemental employment opportunity within the University, inclusive of a second position within the unit, regardless of the GE's academic department with the permission of the Dean of the Graduate School to a maximum of 10 hours.

**Section 28.4.**
All petitions for supplemental appointments are reviewed by the Graduate School Dean's office within 14 days of receipt. Petitions must provide an explanation of the work associated with the supplemental appointment and a rationale that explains how the additional work will have a positive impact on the GE's graduate program and will not negatively impact time to degree. The petition requires input from the GE's advisor and Graduate Program Coordinator. The GE reserves the right to appeal the decision regarding supplemental appointments. The Dean of the Graduate School will review all appeals, and all appeal decisions will be rendered within ten (10) days of receipt of a complete appeal.

**Section 28.5.**
There shall be no limit to the number of hours a GE may work in external secondary employment.

# ARTICLE 29: SEVERABILITY

**Section 29.1.**
If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision(s) shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. No later than thirty (30) calendar days after a written request by either party to bargain collectively, negotiations regarding a substitute provision(s) for the individual provision(s) shall commence. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law. Any new language developed as a result of these negotiations shall be reduced to writing and be incorporated into the then-existing collective bargaining agreement.

# ARTICLE 30: SUCCESSORSHIP

**Section 30.1.**
If the University of New Hampshire is consolidated or merged into or with any other division, school, college, or component of the University System of New Hampshire during the life of this Agreement, GEs covered by this Agreement as defined in Article 1 shall remain in full force and effect for its duration.

**Section 30.2.**
If a University campus at which GEs are appointed is to be sold or transferred, the terms and conditions of this Agreement will continue in full force and effect for its duration.

**Section 30.3.**
If there is a successor or successors in interest to the Board of Trustees of the University System of New Hampshire, such successor(s) shall be bound by and shall assume all the rights, duties, and obligations of the Administration as if such successor(s) in interest were a named party and signatory to this Agreement.

# ARTICLE 31:
# TIME OFF AND LEAVES

**Section 31.1. Eligibility:**
Nothing in this article shall preclude GEs from enjoying full and complete access to leaves made available to students. When possible, GEs shall make reasonable efforts to provide advance notice to their supervisor prior to taking leave as described below. There is no rollover of unused leave; leave cannot be used to extend the period of employment beyond the end of their current appointment; there is no payout for unused leave upon the conclusion of a GEs appointment.

**Section 31.2. Paid Time Off (PTO):**
GEs shall receive paid time off based upon the length of their appointment. PTO shall be allotted and utilized in hours with one-semester appointments allotted 12 hours, academic year appointments shall be allotted 24 hours, fiscal year appointments shall be allotted 36 hours, and summer appointments shall be allotted 12 hours. Requested PTO must be utilized in four-hour increments, which shall correspond to a full work day. Paid time off may be used at the GE's discretion for reasons including but not limited to: illness or injury, illness or injury of an immediate family or household member requiring care, or observance of religious or cultural holidays that are not designated as university holidays. GE's who are appointed less (or more) than 20 hours per week in the academic year or 40 hours per week in the summer shall have PTO pro-rated on the basis of their appointment FTE.

GEs shall request and receive approval for use of personal time off for non-emergency, non-illness reasons with their supervisor in advance of taking such leave. GEs with teaching, tutoring, and student-facing administrative responsibilities shall take non-emergency personal leave during a scheduled academic break or recess, unless prior authorization has been provided by their supervisor. GEs who are required to work during academic break periods shall request PTO with as much advance notice as possible. Such requests shall not be unreasonably denied.

**Section 31.3. Modified Duties:**
GEs ability to successfully complete work as assigned may be impacted by an illness or injury. In such circumstances, where the GE is able to continue as a student, the University may modify the GEs duties consistent with their original appointment to ensure that they can continue to certify effort sufficient to suffer no loss of pay. Such modified duties shall be at the sole discretion of the University and shall not extend beyond the end of the current appointment term.

In cases where a GE's need for modified duties spans across appointment periods, their appointment letter/workload letter will reflect the unmodified duties from the beginning of the ensuing period(s). Nothing in this section is intended to prohibit a GE from requesting or

receiving appropriate modified duties in subsequent appointment periods. Such modified duties shall not require the use of PTO.

GEs shall retain all other rights and benefits provided under applicable local, state, and federal laws regarding medical and family leaves of absence.

Intermittent use of modified duties may be used to cover periods of brief illness of the GE or a dependent of the GE that preclude GEs from working their regularly assigned duties.

**Section 31.4. Parental & Guardianship Leave:**
After completing one semester of employment at UNH as a GE, GEs are entitled to up to six (6) weeks of paid leave when a child aged 18 or younger has been newly born, adopted, or placed into their care (up to eight (8) weeks in the case of a c-section, for the birth parent).

Parental leave must be taken within twelve (12) weeks of the birth or placement of the child and run consecutively. When possible, GEs shall inform their supervisor in advance of parental leave. Using parental or guardianship leave shall not affect a GE's access to any benefits for the duration of that leave presuming they otherwise maintain eligibility.

The parties agree that modified duties shall be provided, if necessary, to all GEs upon completion of their parental leave consistent with Section 31.3.

GEs may request additional, unpaid, leave consistent with Article 31.10, below. Such requests shall be evaluated on a case-by-case basis and shall not be unreasonably denied. GE's paid parental leave will run concurrently with any other State and Federal leave of absence regulations, and post-pregnancy short-term disability.

**Section 31.5. Bereavement Leave:**
GE's are entitled to five (5) calendar days of paid bereavement leave in the event of the death of any significant individual in the GE's life. GEs may request additional bereavement leave. Such requests shall be evaluated on a case-by-case basis and shall not be unreasonably denied.

**Section 31.6. Civic Duty:**
GEs shall retain compensation during the performance of civic duties, including jury duty~~,~~ or serving as a subpoenaed witness in a court case. GEs shall inform their supervisor as soon as reasonably possible once they are notified of their summons for jury duty or other such obligations.

**Section 31.7. Military Leave:**
Military Leave policy may be found in USY V.C.17 and follows federal regulations in the Uniformed Services Employment and Reemployment Rights Act (USERRA), which defines benefits and rights of employees when they serve or have served in the Uniformed Services.

**Section 31.8. Immigration-Related Leave:**
GEs may request leave to attend mandatory immigration meetings or hearings.-Such requests shall be evaluated on a case-by-case basis and shall not be unreasonably denied.

**Section 31.9. Short-Term Disability Eligibility:**
After one semester of employment as a Graduate Assistant, GE's will be eligible for a short-term disability plan (STD) provided by the University to care for your own serious health condition. STD will provide up to 6 weeks of 60% salary replacement when fully disabled and unable to work. Periods of absence after childbirth run concurrently with Parental Leave.

GEs must follow the University process for applying for STD. GE's STD leave will run concurrently with any other State and Federal leave of absence regulations.

**Section 31.10. Unpaid Leave:**
In its sole discretion, the University may approve unpaid leave for GEs who are otherwise able to continue as students but are unable to fulfill work duties, after exhausting their PTO. If the leave is for thirty-one (31) or fewer consecutive calendar days, the GE will retain health insurance and tuition remission benefits. Such leave shall not extend beyond the end of the current appointment term.

# Article 32: Transportation

**Section 32.1. Bus Routes:**
The University shall provide public bus transportation access to all GEs. University public transportation services are available at no additional charge to GEs who have a valid UNH student ID. Bus service currently includes the following destinations:

Dover, Durham, and Portsmouth, NH.

**Section 32.2. Bus Schedules:**
The University shall notify the Union of changes to the bus schedule not less than sixty (60) days prior to their implementation.

**Section 32.3. Commuter Transportation Benefit**:
If the University offers a commuter benefit plan to other employees at UNH, the same benefit shall be offered to all GE's, provided such offering meets IRS or other state or federal requirements.

**Section 32.4. Parking Permit:**
GEs access to available parking permits will follow Parking Services criteria for students, established by the University in its sole discretion. Anticipated increases in parking permit rates will be provided to the Union not less than thirty (30) days prior to implementation. For GEs purchasing student commuter permits, or student non-resident permits, the rate shall not increase above $200. GE's student commuter or student non-resident parking permits issued for Spring semesters shall remain valid throughout summer for eligible GEs at no additional cost.

The University shall continue to evaluate GEs eligibility to park in F/S lots with valid parking permits, with the goal of launching a one-year pilot program in the 2028-29 Academic Year. The resultant benefits of this pilot-program shall be automatically incorporated into this agreement at its conclusion with the Union's agreement.

**Section 32.5. Temporary Needs-Based Parking:**
The University abides by ADA parking accessibility requirements, and offers pregnancy parking modifications through CREO and other disability accommodations through the Student Accessibility Services Office. Changes to these programs will be communicated to the Union not less than sixty (60) days prior to their implementation when possible.

**Section 32.6. Parking Notice:**
The University shall provide annual notice of anticipated construction, maintenance, alternative uses of parking lots, or other occasions and/or events that may significantly impact parking or use of University-sponsored transport options which require mitigation.

**Section 32.7. Union Management Committee:**
Parking and other transportation issues shall be an appropriate topic for the UMC.

# ARTICLE 33: TRAINING

**Section 33.1.**

The University shall provide all training necessary for GEs to fulfill their work duties. During departmental orientation for new GEs, a minimum of one (1) hour will be dedicated to preparing GEs for their new roles. This includes a briefing on the day-to-day responsibilities for GE roles with time for discussion and questions, and can be done in individual or group settings, as appropriate for the role. If a GE is unable to attend a departmental orientation, this training should be provided at the earliest practicable mutually agreed upon time, ideally prior to the GE's first day of regular work responsibilities.

**Section 33.2.**

All academic departments, units, and programs that employ TAs will hold required training for all department TAs during their first semester of TA duties at UNH. Recurrent training schedules will be provided at the start of the semester by the department.

Beginning August 2027, all TAs may be assigned additional training appropriate to their assigned duties.

GEs shall have access to teaching training resources developed and delivered by the University including online and other resources that support best practices for instruction and class management.

Such training may be made available to all GEs on a mandatory or voluntary basis, depending on the training and if it falls under Section 33.1, above.

**Section 33.3.**

Departments' teaching training materials shall be available online for GEs, including supplemental materials created for GE support or training.

**Section 33.4.**

To support GEs, supervisors shall meet routinely with GEs to discuss work expectations, performance and matters directly related to the work to which the GE is assigned.

**Section 33.5.**

The GEs will receive training specific to the laboratory, clinic, program, office or other non-classroom work environment in which the work is being conducted.

GEs may request additional or supplemental training. Such requests shall not be unreasonably denied.

Each building or workspace containing laboratory space will provide a standardized laboratory operating procedure and/or training protocol which includes the relevant lab safety and operation

information and protocols. Training and orientation materials should include information explaining how to request additional training for specific equipment.

**Section 33.6.**

Within the first 30 days of employment, all GEs shall complete Title IX, anti-bias, anti-racism, sexual harassment and discrimination, and Mandatory Reporter trainings, in addition to other required trainings. The University shall supply the union with the above trainings whenever there are substantive changes to the content of these trainings. The University will notify GEs of training and/or orientations that are required as a part of their appointment. Attendance at a required training and/or orientation shall be considered part of a GE's workload and work-related responsibilities.

**Section 33.7.**

The Union Management Committee may make recommendations to the University to address insufficient or overlapping training concerns brought to its attention by GEs.

# ARTICLE 34: TUITION AND FEE WAIVERS

**Section 34.1.**
GEs shall receive a university tuition waiver for their graduate studies any semester in which they are employed, prorated by the hours of their appointment. During the AY, a 20-hour per week appointment is considered eligible for a full university tuition waiver; a 10-hour per week appointment is considered eligible for a 50% tuition waiver. GEs on academic year, fall-only, or spring-only appointments shall receive tuition waivers for the J-Term in that academic year. GEs on academic year or spring-only appointments shall receive tuition waivers for the summer term following the conclusion of that academic year.

GEs may receive tuition waivers for summer courses offered outside of the Graduate School if approved in advance by their funding source. Such waivers are provided by the hiring unit. GEs with Research Assistant appointments must have a summer appointment to be eligible for grant-funded tuition waivers for the summer session(s). Waivers cover only course work that is directly related to the GE's academic program.

The university tuition waiver shall include any and all course-mandated fees.

**Section 34.2.**
GEs holding full-time assistantships shall be charged 50% of the full-time mandatory fee rate. The mandatory fee waiver program shall continue to exist and be available to all eligible GEs. Doctoral students who have achieved candidacy may petition for a waiver of the mandatory student fees, with the exception of the Technology fee, under the condition that the students must confirm in writing each semester that they will not be using the campus services covered by mandatory fees. Beginning in the 2027-28 Academic Year, all GEs may petition for a waiver of the mandatory Campus Recreation and Health & Wellness student fees, under the condition that they must confirm in writing each semester that they will not be using the campus services covered by mandatory fees and will have no access to service(s) covered by the waived fees.

Reduced mandatory fees for graduate students on assistantships are noted in the appointment letters.

https://catalog.unh.edu/srrr/student-policies-regulations/financial-responsibilities/

# ARTICLE 35:
# UNION-MANAGEMENT COMMITTEE

**Section 35.1.**
The University and UNH-GEU-UAW agree to establish a joint Union-Management Committee (UMC). The Union and the University may select up to seven (7) members from each party to serve on the Committee. The UMC shall meet at least once per month during the academic year (September - May) and once during the Summer (June - August) to discuss matters affecting GEs covered by this Agreement and other related issues that are not the subject of an active grievance. Agendas for UMC meetings shall be mutually agreed upon at least seven (7) days before the meeting and provided electronically to both parties. The Committee may also convene at other times upon mutual agreement.

**Section 35.2.**
The University will be represented at each meeting by a member of the Provost's office, a member of the central University administration and by a unit-level administrator with responsibility for graduate employees.

**Section 35.3.**
Both parties may bring non-committee members to UMC meetings for any purpose related to that meeting's discussion topics.

# ARTICLE 36: UNION RIGHTS

**Section 35.1.**

The University shall provide the Union with information about the bargaining unit as described in this article. No later than two weeks after the start of each semester- and the J-term and Summer term, the University shall provide, if available, the following information about each Graduate Employee:

**A.** Full name
**B.** Employee ID number, last four digits
**C.** UNH Email Address
**D.** Personal Email Address
**E.** Home Phone
**F.** Cell Phone
**G.** Department
**H.** Appointment type
**I.** Appointment start and end date
**J.** Pay grade
**K.** Bi-weekly salary
**L.** Work location

Further, this information shall be updated once per pay period for the first two pay periods after the initial semesterly report. Any changes to the list (e.g. GEs moving in or out of the bargaining unit) will be provided to the union on a rolling basis after this initial period, until the next full report is provided.

**Section 35.2.**

In order to communicate with members of the bargaining unit, the Union will be provided a UNH mailbox and may use the campus mail to the extent permissible by law. It shall pay for this service at the same rate as any other campus organization. Further, UNH-GEU-UAW staff will be provided with a UNH email address. All campus mail and email communications by the Union will conform to applicable UNH policies.

**Section 35.3.**

The University shall provide meeting and/or conference space upon prior request by the Union and the Union will reimburse the institution at the normal billing rates. Provided there is no additional cost associated, the Union may utilize remote Teams or Zoom meeting spaces through their UNH email address.

**Section 35.4.**

In all academic buildings, centers, and other University spaces that employ members of the bargaining unit that maintains a physical bulletin board, UNH GEU-UAW shall be afforded space for official union business on that bulletin board in a conspicuous location The University shall not unreasonably prevent

access to post on bulletin board space maintained by the University provided the posting meets the posting requirements for that board.

**Section 35.5.**

A reasonable number of Union representatives shall be permitted access to areas of the campus that are open to the general public for the performance of official union business, provided that the Union does not disrupt the operations of the University. Requests for access by UAW staff representatives, who are not also Graduate Employees, for access to areas that are not open to the general public will be made in advance and will not be unreasonably denied. In order to conduct its representation activities, the Union shall be provided suitable office space on campus and will reimburse the institution at the normal billing rate(s) as established in a separate lease/rental agreement.

**Section 35.6.**

The Union shall be allowed a minimum of thirty (30) minutes for Union orientation at any University orientations and fifteen (15) minutes at existing Departmental or College orientations or similar sessions for new graduate employees, to distribute Union orientation materials. The Union agrees that their allotted time slots at these orientations may be during lunch breaks or at the end of orientation programming. The University will provide the Union with a twenty (20) day advance notice of any such orientations.

**Section 35.7.**

At the start of each academic year, the Union shall provide the University with a list of officers and authorized Union representatives, which shall be updated in the event that any changes to this list occur. These individuals shall be recognized by the University as Union representatives for the purposes of investigating, presenting, and settling grievances in accordance with the provisions of the Agreement. The University shall provide time for these graduate employees to investigate, present, and settle grievances on University property during regular working hours, without loss of regular compensation and in a manner which permits the timely discharge of their assigned duties.

**Section 35.8.**

Following ratification and approval by both parties, the University shall publish the collective bargaining agreement on a designated University or System website and notify all bargaining unit members of the agreement’s online location within fourteen (14) days of the collective bargaining agreement being ratified and agreed upon by both parties.

# ARTICLE 37: UNION SECURITY

**Section 37.1.**

The University shall deduct membership dues and initiation fees from all GEs who choose to be members of UNH-GEU-UAW Local 2322. The Union will communicate the amount of such dues and initiation fees to the University. The Union will provide all necessary banking information to the University to facilitate the transfer of membership dues and initiation fees via automated clearing house (ACH).

**Section 37.2.**

Within twenty (20) working days of the effective date of the contract, the Union shall provide University information detailed in Section 4, below. After receipt, the University shall begin deducting dues bi-weekly from the gross paycheck of each GE for whom the Union identifies to the University the Union has received authorization for the deduction(s). Thereafter, the Union shall provide the University information detailed in Section 4, below, for any additional GEs who authorize the deduction, and the University shall begin deducting dues bi-weekly from the gross paycheck of such GEs within 20 days.

**Section 37.3.**

The dues and fees deducted under this article shall be transmitted to the Union within fifteen (15) working days after each payday for which deductions are made.

**Section 37.4.**

The Union shall provide the University an electronic list and attached copies of signed forms of all GEs who have authorized deductions, this list shall include their name, their USNH ID, the percentage to be deducted, the dates for the deductions to begin, and affirmation via signed form the union received written authorization of deduction(s) and the amounts authorized. The signed forms will typically only need to be provided one time to the university. The University will provide the Union the format for submitting the above information and any changes to that process or format in the future, including if the authorization process is able to be built into a GE onboarding process (if mutually agreeable).

**Section 37.5.**

The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as provided by the Comptroller's office to other unions at the University.

**Section 37.6.**

UNH-GEU-UAW shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this article or any action taken by the University in complying with it.

# ARTICLE 38: WORKLOAD

**Section 38.1.**

The Union and the University agree it is in the interest of the University and the Graduate Employee to define a GE's workload to be commensurate with the GE's appointment, title/classification, and compensation, as well as their ability to make academic progress required by their academic program.

**Section 38.2.**

The workload hours for each appointment period are delineated in this section:

1. Academic Year:

   The workload for a full-time GE shall not exceed an average of twenty (20) hours per week when full semester classes are in session. Given the professional nature of GE assignments, the specific hours in any week may vary from the average according to the needs of the employing unit but will not unreasonably exceed twenty (20) hours, or the pro rata equivalent, in any given week. A GE shall not be assigned a workload of more than 40 hours in any one week, unless specifically included in an Appointment Notification.

2. Summer Term:
   - **I.** Full-time assistantships:

     If the GE's appointment is "full-time," their workload shall not exceed an average of forty (40) hours per week.

   - **II.** Half-time assistantships:

     If the GE's assistantship is "half-time," their workload shall not exceed an average of twenty (20) hours per week

3. Any work assignment, including but not limited to preparation work, training, orientation, required meetings, required travel time, required conferences, and required office hours, shall be included in the total workload for the period of the appointment, including duties that occur outside the academic term.

**Section 38.3. Workload Letters:**

The scope of work of individual assignments will be included in a Workload Letter which shall be sent no later than twenty (20) days prior to the start of appointment and shall include:

A. Assigned course, lab, research project;

B. Expected work schedule including necessary atypical hours or field work;
C. Work location inclusive of shared workspace;
D. Course meeting times and location, if applicable;
E. Supervisor(s)

The above items may be listed in the Appointment Notification covered in Article 3: Appointment Notifications if known at the time the Appointment Notification is provided to the GE. UNH reserves the right to assign GEs those duties and responsibilities that best meet the needs of UNH based on the qualifications and abilities of the GE. GEs are expected to assist in clinical, practice, research, teaching, and administrative tasks or other matters related to the GE's appointment.

GEs shall only be assigned job duties, roles, and/or functions that can be regularly performed within the allotted workload average as outlined in Section 38.2 or are within the scope of their Appointment Notification.

If a GE's workload assignment substantially changes during the period of appointment a new Workload Letter shall be provided to the GE prior to instituting changes.

**Section 38.4.**

In the event of significant increases in elements of a GE's workload contracted hours shall be increased accordingly, or such changes shall be structured in such a way as not to increase the GEs expenditure of time beyond the number of hours specified in the GE's contract and shall be discussed by the supervisor with the GE involved. Departments will provide advance written notice of significant department-wide changes as early as possible and shall meet to discuss such changes with all affected Graduate Employees thirty (30) days in advance of such change.

**Section 38.5.**

Supervisors shall give at least fourteen (14) days of notice for the completion of tasks, taking into consideration relevant surrounding circumstances, including, but not limited to, grading, exam preparation and monitoring, instructional details for discussion sections or lab assignments, and/or any other material necessary for timely preparation. Supervisors shall consider in good faith GE's academic commitments when assigning tasks.

**(a)** Supervisors shall not assign any additional duties outside of the conventional tasks, without the consent of the GE. If a Supervisor wishes to assign any additional duty, then they must notify the GE at least thirty (30) days before the task is due.

**Section 38.6.**

UNH acknowledges as a general principle that most work assignments should be carried out during the hours during weekdays of 7:30 AM to 6:30 PM, and for evening labs to 9:00 PM

Obligations of assigned positions for all employees shall be met during these work hours unless specified in the appointment letter or by mutual agreement between the employee and the employee's supervisor. The Union acknowledges some work obligations may fall outside of these hours, such as evening classes, laboratory responsibilities, office hours, or in-person or remote field work (including such work performed in other time zones) and related travel that must be attended to outside of regular work hours.

**Section 38.7.**

In the case of a change of a GE's job assignment/role/function or the addition of another job assignment/role (i.e. coverage of another course, tutoring hours, overseeing directed research, etc.), any work completed in the original assignment will count toward the hour limit for the term.

**Section 38.8.**

If a GE contends that the GE's workload exceeds the maximum required by the GE's assignment, the GE shall first discuss this with the GE's supervisor (or department/program head, as appropriate) to resolve the matter. A union representative may participate in this discussion if the GE desires and provides advance notice to their supervisor. In the case that a GE requests to meet with their Supervisor, the meeting must be held within seven (7) days of the initial request. If this meeting does not result in a resolution that is acceptable to the GE, the GE may file a grievance as per Article 14.

# ARTICLE 39:

# WORKSPACE AND MATERIALS

**Section 39.1.**

The University shall provide Graduate Employees, at no cost to the Graduate Employee, access to University services, materials, equipment, and facilities necessary to carry out their work duties including but not limited to individual or shared workspace computers/laptops, studio space, storage space, on-campus mailbox, office supplies including chalk and dry erase markers, software and hardware, and audio/visual presentation equipment. Graduate Employees shall also have access to computers with internet access and printers at no cost to them, appropriate access to work buildings, and library privileges necessary to fulfill their assigned work duties.

**Section 39.2.**

The University shall provide regular custodial services including trash removal from GE workspaces. The University will publish trash removal schedules for campus buildings. The University shall also provide access to basic cleaning and office sanitation supplies consistent with each academic department's needs at no cost to GEs, which include:

**39.2.1.** All-purpose surface cleaner;
**39.2.2.** Paper towels;
**39.2.3.** Sponges;
**39.2.4.** Broom and dustpan;
**39.2.5.** Trash bags;
**39.2.6.** Hand sanitizer;
**39.2.7.** Facial tissues

**Section 39.3.**

Consistent with University policy and with the supervisor's advance approval, the University shall reimburse Graduate Employees for required job-required materials, equipment, and services that are not otherwise provided to the Graduate Employee by their department or program. The reimbursement shall be completed as soon as possible but no later than the end of the next pay period. Under no circumstances should a GE be required to purchase job-required materials, equipment or services for which they will not be reimbursed.

**Section 39.4.**

If a Graduate Employee's University work location is to be moved or if there is a substantial alteration of the Graduate Employee's workspace, the Graduate Employee will be notified at least thirty (30) days before the move or alteration. If the move is due to an emergency and it is not possible to provide thirty (30) day notice, notice shall be given as soon as practicably possible. Graduate employees shall not be expected to move or relocate any materials, items or equipment that may be unreasonably heavy.

**Section 39.5. Remote Work:**

GEs assigned to teach in-person courses may regularly fulfill non-teaching duties from home or elsewhere.

Consistent with the University's mission as a residential institution committed to an in-person teaching and learning community which delivers primarily an in-person learning experience, a GE may request a flexible, hybrid work arrangement in which they are able to fulfill the core duties and responsibilities of their appointment. Should a GE make such a request, their supervisor will discuss the request with the GE and HR representative as needed, prior to approving or denying the request. Requests will be submitted using the standard university format, which should typically include the duration and location of the remote work and other relevant details necessary to support successful performance and data security.

If the request is approved, the GE's supervisor will provide written documentation of this approval and copy HR for the GE's employment file including the duration and scope of the hybrid work arrangement. The GE reserves the right to appeal the hybrid/remote work arrangements decision. The office of the Dean of the Graduate School will review all appeals, and all appeal decisions will be rendered within ten (10) days.

Nothing in this article shall prevent a GE from receiving a flexible work schedule as a part of the ADA accommodation process.

# ARTICLE 40

# Entire Agreement

40.1 It is understood that the parties will be bound by practices in effect prior to the effective date of this agreement, provided that those practices: a) are well-established; b) concern terms and conditions of employment; c) significantly affect bargaining unit members; and d) are consistent with this Agreement.

GEU-UNH-UAW and University of New Hampshire

Memorandum of Understanding

Date: September 29, 2026

Re: Intent of Vacation Language / Periods of Work for GEs

Whereas the University of New Hampshire and the UNH Graduate Employees United seek to reach agreement on a first contract; and,

Whereas the GEU has raised concerns that Graduate Employees may have their period of work extended by multiple weeks during the academic year as a result of the agreement not specifically providing enough vacation days to cover the entire period between the end of the Fall Semester and beginning of the Spring Semester, even including the paid Holidays;

Dates for semester start, grade due date to the registrar, and semester end dates fluctuate annually based on UNH's published academic calendar.

GEs working primarily as Teaching Assistants should continue to utilize their vacation days during periods of recess including Winter and Spring recess periods.

Therefore, the parties acknowledge that the intent of the language for GEs on academic year contracts shall typically not be required to return to campus prior to the week before the start of the Spring Semester to resume on-campus work duties.

Further, the parties acknowledge that GEs on academic year contracts shall typically conclude their Fall Semester work responsibilities shortly after grades are due for the Fall Semester.

If, during the term of the initial collective bargaining agreement, the GEU believes that there has been a significant shift from the status quo in terms of on-campus work obligations during the period between the Fall and Spring semester, the GEU may request to reopen bargaining on Vacation and the parties shall commence negotiations within 45 days of the request being provided to the UNH provost's office.

In witness thereof, the Board of Trustees has caused this instrument to be signed and sealed by its duly authorized representatives in October 2026 and the Association likewise has caused this instrument to be signed by its duly authorized representatives in October 2026.

University of New Hampshire Graduate Employee Union-UAW

By: Matthew J. Donlevy
International Servicing Representative, UAW

By: Tim Hoheneder, UNH-GEU-UAW

By: Kaushik Bhanja, UNH-GEU-UAW

By: Maryam Aswad, UNH-GEU-UAW

By: Marjorie Mednikova, UNH-GEU-UAW

By: Audrey Robison, UNH-GEU-UAW

By: Sam Crawford, UNH-GEU-UAW

University System of New Hampshire
University of New Hampshire

By: Elizabeth S. Chilton
President, University of New Hampshire

By: Jeannette E. Riley
Provost and Executive Vice President for Academic Affairs, University of New Hampshire

By: John Wallin
Chief Negotiator and Associate Vice Provost, University of New Hampshire