COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

AND

MIT GRADUATE STUDENT UNION

UE LOCAL 256

SEPTEMBER 23, 2023

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ARTICLE 1 – AGREEMENT

This Agreement is entered into as of September 23, 2023, by and between the Massachusetts Institute of Technology (hereinafter called "MIT" or the "Institute") and the United Electrical, Radio and Machine Workers of America, and its affiliate UE Local 256 (MIT GSU) (hereinafter called the "Union").

ARTICLE 2 – RECOGNITION

Section 1. Recognition

MIT recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits, and conditions of employment, for all graduate students enrolled in Massachusetts Institute of Technology (MIT) degree programs who are employed to provide instructional or research services, including research assistants, teaching assistants, and instructor G's, but, excluding undergraduate students; graduate student resident advisors; graduate fellows who are not also employed as either research assistants or teaching assistants; hourly graders who are not also employed as either research assistants or teaching assistants; other hourly employees, provided they are employed consistent with the rules stated below; graduate students not seeking MIT degrees, including visiting students; graduate students conducting research at the Woods Hole Oceanographic Institute (WHOI) who are either supervised or paid by MIT (but not both); office clericals, managers, guards, and supervisors as defined in the National Labor Relations Act.

The term "employee" as used in this Agreement shall refer to the employees in the aforementioned positions covered by this Agreement.

Section 2. MIT Graduate Students with Hourly Positions

Hourly positions are excluded from this Agreement. Excluded positions include, for example, hourly graders, hourly mentors, hourly proctors, hourly tutors, positions that do not involve research or instructional services, and positions that support K-12 programs or other programs providing instruction to non-MIT students.

Hourly research assistant positions and hourly teaching assistant positions shall be excluded from the bargaining unit covered by this Agreement, so long as the hourly position involves job responsibilities that are distinct from any required under a salaried RA or TA held by the student/employee and one of the following two scenarios applies:

A. The student/employee has one or more appointments or awards (RA, TA, and/or fellowship) that provide(s) full tuition and full salary/stipend support, relative to the applicable departmental/program tuition and stipend/salary levels for similarly situated students/employees; or

B. The student/employee does not have one or more appointments or awards (RA, TA, and/or fellowship) that provide(s) full tuition and full salary/stipend support, relative to the applicable departmental/program tuition and stipend/salary levels for similarly situated students/employees and the hourly position does not require an amount of work that equals or exceeds ninety (90) total hours during any Fall or Spring appointment period or sixty-five (65) total hours during any Summer appointment period.

In the event these conditions are not met, the student's hourly RA/TA position shall be converted to a salaried RA/TA appointment and the student holding such converted position shall be an employee included as part of the bargaining unit covered by this Agreement. In no case will an hourly RA or TA position be covered by this Agreement. In the event the Union identifies an hourly position that it believes should be classified as a TA or RA position, it may notify MIT, and the parties shall meet and discuss in good faith whether any such position should be converted to a salaried RA and/or TA appointment as appropriate.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF

Section 1. Membership

Subject to applicable law, all employees of MIT covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment (i.e., appointment) remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

Subject to applicable law, all present employees of MIT covered by this Agreement who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment (i.e., appointment), beginning on the thirtieth (30th) day following the effective date of this Agreement or the thirtieth (30th) day following employment, whichever is later, become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned, or in lieu of such membership, pay to the Union an agency fee. The amount of such agency fee shall be established by the Union in accordance with applicable law, but in no event shall such fee exceed full union dues.

Section 2. Check-Off

MIT shall provide the Union payroll deduction for union dues or agency fees for employees who authorize the deductions in the amount designated in writing by the financial officer of UE Local 256. The deductions shall be made provided the deduction request is timely submitted to MIT's payroll office on a form authorized by the Union. The deductions shall be made from employees'

paychecks for each pay period. The authorizations may be submitted to the payroll office at any time, and the deductions will commence on the payday following the next payroll cutoff date after the submission of the authorization.

Section 3. Disbursement

MIT will remit the amounts deducted to the financial officer of UE Local 256 on a monthly basis, normally within five (5) days of the end of the month in which they are deducted. However, the parties understand that MIT may remit payment no later than ten (10) days from the end of the month when circumstances (including but not limited to holidays and unplanned system issues) require additional time. MIT will include a complete editable digital list that includes each employee's name, current wage rate, and the amount deducted from each employee.

Section 4. Future Appointments

Non-payment of union dues or agency fees pursuant to Section 1 of this Article will result in the ending of an employee's appointment one week early during the second appointment period for which the employee does not pay union dues or agency fees, with such periods understood to be September 1 through January 15, January 16 through May 31, and June 1 through August 31. The affected employee shall be eligible for a new bargaining unit appointment in a future appointment period, including the appointment period immediately subsequent to the second period referred to above.

Section 5. Hold-Harmless Clause

MIT assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article, and the Union agrees that it will indemnify and hold MIT harmless from any claim, action, omission, or proceeding by any employee arising from deductions made by MIT under this Article. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6. Student/Employee Distinction

This Article shall only apply to the status of a graduate student-employee as an employee covered by this Agreement. This Article will not affect a graduate student-employee's status as a student.

ARTICLE 4 – BARGAINING UNIT INFORMATION

Section 1. Information Shared with the Union

To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), MIT shall provide to the Union an electronic file containing the following directory information for each

employee in the bargaining unit (provided the student has not elected to suppress the information):

A. Name;
B. Term email;
C. Term phone number;
D. Permanent and term addresses;
E. Course/department or program;
F. Date of birth;
G. Dates of attendance;
H. Enrollment status;
I. Employing department or program; and
J. Position classification.

This information shall be provided with a preliminary list no later than August 15, January 2, and May 15. Updated lists shall be provided no later than September 15, February 1, and June 15. MIT shall supplement such information on a cadence to be mutually agreed upon with the Union to reflect changes in bargaining unit membership during each of the three appointment periods.

If the employee affirmatively consents to the disclosure of such information to the Union as provided for in Section 2 below, MIT shall also include the employee's dates of employment, immigration status, country of citizenship, rate of pay, pay period, and pay basis.

This listing shall be provided to the Union in Excel (.xlsx) format at no cost. The listing shall include all employees who were in the bargaining unit at any point in the intervening time since the production of the prior listing. If any item on this list is unavailable at the time of delivery, every effort shall be made to include this information in future lists.

Section 2. FERPA Communication and FERPA Release

Within, or as an enclosure to each employee's appointment letter, MIT shall provide a FERPA Communication and a FERPA Release Form as described below, either in a fillable form that can be completed and submitted to MIT electronically or, if a paper form is sent, scanned and returned electronically. The initial versions of the FERPA Communication and the FERPA Release Form, and any changes to either document, shall be shared with the Union prior to its initial dissemination.

The FERPA Communication will include, at minimum, the following information:

A. The Union is the employee's exclusive bargaining representative as to the terms and conditions of the employee's employment with MIT;

B. The Union has a legal obligation to represent the employee when they are engaged in bargaining unit work and, to do so, the Union may need certain information about its unit members;
C. In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act and FERPA, which regulates the disclosure of certain information in student-employees' education records, the employee will be asked to complete and sign the FERPA Release Form and return the form along with all other onboarding paperwork, such as an I-9, etc.; and
D. Contact information of both the Union and MIT for the employee to raise any questions about the FERPA Communication and FERPA Release Form and/or how the information shared with the Union may be used.

The FERPA Release Form will contain, at minimum, the following:

A. An option for the employee to waive their privacy rights under FERPA and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the employee, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the employee;
B. An option for the employee to decline to waive their privacy rights under FERPA; and
C. Information about how an employee may change their selection in the future.

Section 3. FERPA and Discipline/Discharge

In cases related to Article 6, Discipline and Discharge, if the employee has not permitted the disclosure of their non-directory information to the Union, MIT, in accordance with the provisions of that Article, will inform the employee that they are entitled to Union representation, and MIT shall give the employee the opportunity to voluntarily sign a FERPA Release Form.

Section 4. List of Employees

The Union reserves the right to request a list of the names, email addresses with which they applied, and phone numbers of incoming graduate students who are anticipated to be part of the bargaining unit for the upcoming academic year. The Union may request such a list on or after July 15, and MIT will provide the list within fifteen (15) business days after the Union's request.

Due to international privacy laws that impact MIT's ability to share certain information with the Union, MIT shall, on a one-time annual basis within fifteen (15) business days following the

Union's request, create a moderated mailing list for the Union's exclusive use. This mailing list shall automatically redirect emails to the personal email addresses of incoming students covered by the aforementioned privacy laws without providing the Union direct access to their personal information until such information can be shared. All emails delivered through the mailing list shall provide a mechanism for recipients to opt out of future emails; opt-out requests shall be processed promptly (if not automatically), subject to all applicable laws. The parties understand that information regarding incoming students may not be finalized at the time the list is requested. MIT shall endeavor in good faith to provide an accurate list.

Section 5. Aggregate Wage/Hour Data

In addition to the lists of bargaining unit members with the directory information listed in Section 1 of this Article, the Union may request each year a list showing pay rates and total pay for all employees within the bargaining unit. In order to comply with FERPA, this list will not include any personally identifying information for employees. The list will include the following categories of information:

A. Job title;
B. Degree program;
C. Degree start date;
D. Home academic department;
E. Pay rate;
F. Pay basis;
G. Pay period; and
H. Total pay in the academic year.

Section 6. Union Responsibilities

The Union agrees not to use this information for any purpose other than internal Union administration and communication with these individuals. MIT and the Union shall interpret and apply this Article in accordance with FERPA.

Section 7. Employment Records

Employment records shall be defined as records documenting an employee's appointment to a position covered under this Agreement, revision or termination of such an appointment, appointment-related evaluations, or disciplinary action related to such appointment. An employee's coursework as a student, academic progress, or other academic records shall not be considered employment records, except to the extent to which they relate to employment discipline or discharge, nor shall any communications or related documents sent to and from GradSupport.

The employee should contact their graduate program administrator for the location of any such employment records.

An employee may review their employment records upon request. An employee has the right to place a written response to any documents, and such response will be kept with the other employment records. Where the employee seeks review of their employment records in relation to a grievance under Article 5, Grievance Procedure, a Union steward or representative may be present at the review and examine the documents.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is any dispute concerning the interpretation, the application, or claimed violation(s) of a specific provision(s) of this Agreement.

Unless otherwise specified, the term "DLC" as used in this Article shall refer to the teaching or research units or organizations within MIT that administer the work and/or work environment (whether intra- or inter-departmental), including any such departments, labs, centers, institutes, programs, and initiatives.

In the event there is any disagreement or lack of clarity as to the appropriate DLC for a particular grievance, the parties agree to work in good faith to determine the appropriate DLC.

Section 2. Representation

Any aggrieved employee may be represented at all stages of the formal grievance procedure prior to Step 3 by themself or, at the employee's option, by a Union steward selected or approved by the Union. The Union shall have the right to be present at all Steps as a party of interest. A grievance may be adjusted with or without the involvement of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and provided further that the Union has been given the opportunity to be present at such adjustment.

Section 3. Notification of Stewards

The Union shall furnish MIT with a full list of Union stewards as soon as they become available, but no later than October 15 of each year. The Union shall also inform MIT of any changes to the stewards list as they become available.

Section 4. Adjustment of Grievances

The parties support the resolution of grievances at the lowest possible level and therefore encourage informal discussions to resolve concerns and disputes without invoking this formal grievance procedure. An effort shall first be made to adjust an alleged grievance informally

between the employee (and their Union steward, if so desired) and the immediate supervisor (e.g., faculty member, principal investigator, etc., as the case may be) to resolve issues before filing a formal grievance. Grievances settled either informally or during the first two Steps of the grievance procedure shall not set a precedent unless the parties explicitly agree to do so.

Section 5. Grievance Process

The following Steps shall be followed in the processing of formal grievances under this Article:

Step 1

Any formal grievance must be filed at Step 1 of this Article within thirty (30) days following the time at which the aggrieved party could reasonably have been aware of the event giving rise to the grievance. At this stage, the grievance must be presented in writing and must specify the nature of the grievance, the provision(s) of this Agreement alleged to have been violated, and the relief requested. The parties agree that grievances, responses, and appeals are considered filed on the date that they are sent by a party via email or hand delivery.

The grievance shall be filed at Step 1 with the head or director of the DLC where the employee is performing work, with a copy to the following email: graduniongrievances@mit.edu. The DLC head or director, or their designee, shall meet with the affected employee (and their Union steward, if so desired) within ten (10) days of receipt of the grievance to discuss and attempt to resolve the grievance. The DLC head or director, or their designee, may in their discretion have a faculty member or another administrator present for such meeting. If the grievance is not resolved at this meeting, the DLC head or director, or their designee, shall respond in writing to the filer of the grievance, with a copy to grievance@mitgsu.org, within fourteen (14) days of the meeting.

Step 2

If the grievant is dissatisfied with the answer at Step 1, they may move the grievance to the dean of the school or college, or the Senior Vice Provost for Research (SVPR) for those employees in labs or centers that report to the SVPR, within seven (7) days of the Step 1 denial. The dean or SVPR, or their designee, shall meet with the affected employee (and their Union steward or representative, if so desired) within fifteen (15) days of receipt of the grievance to discuss and attempt to resolve the grievance. The dean or SVPR, or their designee, may in their discretion have a faculty member or another administrator present. If the grievance is not resolved at this meeting, the dean or SVPR, or their designee, shall respond in writing to the Union within twenty-one (21) days of the meeting.

Step 3

If the grievant is dissatisfied with the answer at Step 2, they may move the grievance to the Vice Chancellor for Undergraduate and Graduate Education, or their designee, within fourteen (14) days of the Step 2 denial. The Vice Chancellor, or their designee, shall meet with the Union representative and the employee affected within thirty (30) days of receipt of the grievance to discuss and attempt to resolve the grievance. The Vice Chancellor, or their designee, may in their discretion have a faculty member or another administrator present. If the grievance is not resolved at this meeting, the Vice Chancellor, or their designee, shall respond in writing to the Union within thirty (30) days of the meeting. Only the Union may file a Step 3 grievance.

Section 6. Grievances of a General or Emergency Nature

Grievances of an emergency nature or grievances affecting a class or group of employees from more than one DLC may be initiated at Step 3. For the purposes of the preceding sentence, an "emergency" is a situation where, if the parties proceeded with the usual grievance step process, the delay in processing the grievance may lead to serious harm to the grievant. All other grievances must be filed at Step 1. However, by mutual agreement, the parties may agree that a given grievance may be initiated at Step 2 or 3.

Section 7. Arbitration

A. Request: The Union may submit a grievance to arbitration provided that written notice of intent to arbitrate is delivered to the office of the Vice Chancellor for Undergraduate and Graduate Education within thirty (30) days following receipt of the decision in Step 3 of the grievance procedure. Only the Union may process a grievance to arbitration.

B. Selection of Arbitrator: Within ten (10) days of the submission of a request to arbitrate, the parties may attempt to agree upon the selection of an arbitrator. If they cannot agree within that ten (10)-day period, the Union shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS), and selection shall be made in accordance with the Arbitration Policies and Procedures of that body. The arbitration will be conducted in accordance with the Arbitration Policies and Procedures of the FMCS.

C. Hearing: The grievance shall be heard by a single arbitrator. Both parties may be represented by such person or persons as they choose or designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

D. Decision: The arbitrator so selected shall confer with MIT and Union representatives, hold hearings promptly, and issue their decision not later than thirty (30) days from

the date of the close of the hearings or, if written briefs have not been waived, from the date the brief for each side has been submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issues submitted. In reaching their conclusions on the grievance before them, the arbitrator shall consider the totality of this Agreement and shall not have power to alter, add, or detract from the specific provisions of the Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.

E. Expenses: The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by MIT and the Union. Any other expenses incurred shall be paid by the party incurring the same.
F. Expedited Arbitration: Notwithstanding the foregoing, in the event of the termination of an employee, the Union may refer the grievance to expedited arbitration by including such intent in the written notice to arbitrate. In such case, the Union and MIT shall submit a joint request to the FMCS for expedited arbitration. The case shall proceed as provided by the FMCS procedures for expedited arbitration.

Section 8. Time Limits

A. The term "days" when used in this Article refers to calendar days.
B. Failure by the employee or Union to comply with the time limitations of this Article at any of the Steps, including the initial filing of the grievance, shall constitute a forfeiture of the right to pursue the grievance and shall preclude any further processing of the grievance.
C. Failure by MIT at any Step to communicate its response within the specified time limits shall permit the employee or the Union to proceed to the next Step. Notwithstanding this provision, MIT fully accepts its good faith obligation to process grievances, confer with grievant(s) and their Union representatives, and issue written decisions in accordance with the procedure described under this Article.
D. All time limits herein may be extended by mutual agreement expressed in writing.

Section 9. Pendency Provision

The filing or pendency of a grievance under the provisions of this Article shall not prevent MIT from taking the action complained of, subject, however, to the final decision of the arbitrator.

Section 10. No Retaliation

MIT shall not retaliate in any form against an employee for participating in the (formal or informal) grievance procedure in this Article, or for the exercise of rights guaranteed by this

Agreement. Employees and MIT shall engage in good faith in the processing of grievances under this Article.

However, in cases of alleged academic retaliation (i.e., an allegation that an employee experienced retaliation in the form of an adverse academic action or decision), such claims will be processed in accordance with MIT's non-retaliation policies and procedures (MIT Policies and Procedures 9.7) rather than this grievance and arbitration procedure.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

Section 1. General

No employee shall be disciplined or discharged for matters arising out of their employment with MIT except for just cause.

Discipline may include written warnings, unpaid suspensions or discharge from employment. "Discharge," for the purposes of this Article, shall mean the termination of an employee's appointment for reasons relating to performance or misconduct. Cancellation of an appointment or termination for other operational reasons is provided for in Article 16, Appointment Security.

It is recognized that appointments cease at the end of a designated period. MIT's decision not to offer another appointment or reappointment to an employee is not subject to the just cause standard. Non-reappointment or the decision not to offer an appointment shall not be considered the same as discharge and may not be grieved. As a limited exception to this paragraph, a decision to not reappoint an employee because of the employee's job-related misconduct or job-related poor performance may be subject to the just cause provision of this Article.

The principle of progressive discipline shall be considered in all disciplinary cases. However, MIT may implement discipline or discharge consistent with the nature, seriousness, and frequency of the employee's actions and all surrounding circumstances.

Section 2. Scope

Discipline as used in this Article refers to employment actions taken involving job-related misconduct or job-related poor performance. This Article does not include academic actions based on academic performance or conduct, including but not limited to such matters as failure to make adequate academic progress, subpar performance in examinations and academic milestones, quality of academic research or teaching, or academic dishonesty, even if such academic actions impact an employee's appointment. Discipline as used in this Article also excludes any actions taken as a result of violations of student conduct policies, including but not limited to those set out in the Mind and Hand Book, that arise outside the context of an employee's employment with MIT. Such matters involving violations of academic misconduct, research misconduct, or student conduct policies will be dealt with through relevant MIT policies and procedures.

Any incidents that could affect both student status and employment shall be handled separately where feasible. No decisions made by MIT concerning discipline or dismissal of a student due to violations of academic misconduct, research misconduct, or student conduct policies are subject to this Article. The Union acknowledges that it has no right to interfere with or grieve decisions regarding academic performance, academic discipline, or student conduct policy violations, including such decisions that may impact a student's employment.

Section 3. Paid Administrative Leave

MIT may place an employee on paid administrative leave without prior notice in order to investigate allegations of misconduct or dereliction of duty that, in the judgment of MIT, warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises. Being placed on administrative leave is not itself a disciplinary action.

Section 4. Remedial Measures

It is understood that MIT, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the employee must comply, provided the remedial measures are rehabilitative rather than punitive.

Section 5. Representation and Notification

An employee shall have the right to have a Union steward or representative present whenever the employee is to be interviewed regarding events or behavior that may lead to possible future discipline, and MIT shall notify the employee of that right prior to the interview. In the event the Union steward is not immediately available, MIT shall wait a reasonable period of time given the circumstances, but in no event longer than two (2) business days, until the steward is available before proceeding with any interview. In an emergency situation, MIT may take immediate action pending further investigation. MIT shall notify the Union within twenty-four (24) hours after it notifies the employee that they will be suspended or discharged, provided the employee has signed a FERPA Release Form to release such information, following Article 4, Section 3.

Employees may also request to have a Union representative present when the Institute is meeting with the employee to issue discipline. The parties recognize that such meetings are not the correct venue to dispute discipline.

In the event it is determined that an employee has been disciplined or discharged improperly or without just cause, such employee shall be made whole for any loss of pay and benefits resulting therefrom.

ARTICLE 7 – UNION RIGHTS

Section 1. Union Access

The Union and its agents, including but not limited to stewards, elected local officers, UE field staff, and UE regional and national officers, shall have access to MIT's facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted. This may mean requesting and receiving advance permission to enter MIT laboratories and research centers and scheduling a time with relevant principal investigators or heads of departments, labs, or centers (DLCs) so as to limit any disruption to work.

Union representatives shall comply with any applicable MIT policies on visitor access to the campus, as well as relevant health, safety, and national security regulations.

The Union shall have the right to communicate with employees using their MIT-provided email addresses.

Section 2. Meeting Space

Subject to availability, the Union shall have access to adequate meeting space on campus at no cost. The Union understands that if MIT charges a fee for student groups to use a given meeting space, the Union may also be charged such fees if it elects to use that space. Requests may be made to MIT for recurring meetings or other regular use by any agent of the Union for the purposes of administering this Agreement. The Union agrees to comply with all MIT regulations and policies regarding the reservation and use of such facilities.

Section 3. Bulletin Boards

The Union shall have access to space on existing bulletin boards in DLCs that employ unit employees. If no such bulletin boards exist, MIT will provide appropriate space for any postings in that DLC. All postings by the Union shall be done in accordance with MIT policies regarding bulletin board access and MIT policies and practices relating to the time, place, and manner of postings and conduct. The Union shall be permitted to post notices, flyers, and posters pertaining to Union interests and activities on these bulletin boards, including but not limited to meetings, dues, social activities, and general Union matters. The Union shall have sole discretion on the content of said materials except in cases where the posting violates MIT nondiscrimination, harassment, and/or other conduct policies. MIT shall not selectively enforce any aforementioned policies or practices against the Union.

Section 4. Communication

Following ratification and approval by the parties, MIT shall prepare a digital version of this Agreement, distribute it to the Union, and publish it on a designated website. MIT's Office of Labor Relations shall post a link to the Union's website on its own website.

Section 5. Stewards and Other Representatives

Upon providing prior reasonable notice to their supervisor, employees elected as stewards and local officers shall be permitted reasonable time to investigate, present, process, and support the processing of grievances on MIT property during time they would normally be carrying out duties related to their work appointment, so long as it does not disrupt MIT operations and the employees are able to make up the time.

Employees elected or otherwise designated by the Union to represent it for the purposes of bargaining with MIT shall be permitted reasonable time during regular work hours to attend bargaining sessions with the administration, provided they can make up the time.

Section 6. Orientation

Union representatives shall be given reasonable time by MIT at the main orientation for new graduate students at which incoming employees are expected, in order to address employees in attendance. Additionally, the Union may identify and request reasonable time at department-, school/college-, and/or program-level orientations at which incoming employees are expected, in order to address employees in attendance. The Institute shall not unreasonably deny such requests. The Union shall be allowed to distribute Union materials at such orientations.

MIT shall notify the Union of the date for the main graduate student orientation as soon as practicable, but no later than twenty-one (21) calendar days in advance. MIT shall not require new student-employees' presence elsewhere during the main graduate student orientation.

ARTICLE 8 – MANAGEMENT RIGHTS

All management functions, rights, and prerogatives, written or unwritten, that have not been expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in MIT and may be exercised by MIT at its sole discretion. Such management functions, rights, and prerogatives include but are not limited to the right:

A. To determine, establish, direct, and control MIT's mission, objectives, priorities, organizational structure, programs, services, activities, facilities, locations, operations, and resources;

B. To recruit and appoint employees and to determine the size and composition of the workforce, including the number of research assistants, teaching assistants, and instructor Gs appointed each semester;
C. To determine the required qualifications, responsibilities, and assignment of employees;
D. To direct, assign, train, and otherwise supervise the work of employees;
E. To discipline or discharge employees for just cause and subject to the provisions of Article 6, Discipline and Discharge;
F. To determine the processes and criteria by which employees will be evaluated in their work performance;
G. To establish and modify reasonable rules, regulations, and policies and to amend such rules, regulations, and policies, including standards of performance and conduct, from time to time, but only after providing thirty (30) days' notice to the Union and allowing for consultation with MIT prior to the establishment of the rule, regulation, or policy;
H. To alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
I. To determine the academic calendar, including the designation of MIT holidays and recess periods;
J. To subcontract all or any portion of operations;
K. To select all insurance carriers and to change carriers from time to time, as long as all benefits are equal or better;
L. To take such action as is necessary to maintain MIT's efficiency and effectiveness, including determining the means, methods, personnel, budgetary procedures, and financial procedures by which MIT's programs, services, and operations are to be conducted; and
M. To take all necessary actions to carry out MIT's mission in emergencies, such as a public health emergency, attack, extreme weather, or other natural disaster.

Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of MIT.

Other questions of academic judgment and decision making and student issues shall remain in MIT's sole discretion; MIT has no obligation to bargain over them. These include but are not limited to judgments and decisions regarding:

A. All matters affecting student admissions;
B. Any evaluations and determinations of employees' progress as students, including but not limited to the completion of degree requirements;
C. Research methodology and materials;
D. Academic standards;

E. All matters involving obtaining, maintaining, and administering external grants and contracts from federal or state government or private entities, including application, selection, funding, administration, usage, accountability, and termination;
F. The creation, elimination, or modification of courses and curricula;
G. Matters affecting instructional methods;
H. The content of courses, instructional materials, and the nature and form of assignments required, including examinations and other work;
I. Class and section size;
J. Grading policies and practices;
K. All other academic policies, procedures, rules, and regulations in regard to employees' status as students, including but not limited to all questions of academic standing and intellectual integrity, as well as any matter related to determining or setting academic requirements or to academic progress in an MIT educational program;
L. All tuition and fees for all programs in which employees are based; and
M. All matters affecting financial aid.

MIT recognizes the exclusive right of the Union to represent employees on wages, hours, and other terms and conditions of employment. However, MIT shall continue from time to time to appoint, to involve, and to recognize graduate students on departmental, program, school, college, and university committees, bodies, and tasks forces to provide input about MIT matters, although nothing in this Agreement shall constitute a requirement to do so. MIT shall continue to provide academic adjustments, accommodations, and assistance to individual graduate students at its discretion. These practices shall not be deemed to conflict with the bargaining relationship, and the participation of students in this manner shall not be deemed to be collective bargaining negotiations or to modify, add to, or change the Agreement.

Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by MIT with respect to a management right shall be subject to the grievance and arbitration procedures in this Agreement unless the exercise of such right violated an expressly written provision of this Agreement. To the extent MIT maintains that a particular action by the Institute is covered by this Article, it shall not decline to process a grievance solely on that basis. MIT may, however, raise this Article as a defense as part of processing any grievance or during any arbitration.

The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified above. MIT, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the Institute from exercising the same in some other way.

ARTICLE 9 – NO STRIKE, NO LOCKOUT

During the term of this Agreement or any extension thereof, the Union, its representatives, agents, and members will not call or engage in any strike or sympathy strike insofar as this action would affect MIT, nor shall any employee engage in such conduct.

Any employee engaging in any conduct prohibited by this Article is subject to disciplinary action.

In the event that any employee violates the provisions in the first paragraph of this Article, the Union shall immediately inform such employee(s) through all reasonable means that such action is prohibited under this Agreement and that such employee(s) should cease such action and return to full, normal, and timely work.

During the term of this Agreement or any extension thereof, MIT will not lock out any employee covered by this Agreement.

ARTICLE 10 – NONDISCRIMINATION

Section 1. Nondiscrimination

MIT will not discriminate against any employee based upon race, religion, national or ethnic origin, ancestry, caste, pregnancy status, family status (except as to benefits an employee receives as either an employee or a student), color, sexual orientation, sex, gender identity/expression, genetic information, age, disability, veteran status, union membership, activities, or support, participation in a grievance or complaint whether formal or informal under this Agreement, or any other factor prohibited by applicable state, federal, or municipal law.

For the purposes of this Article, the term "caste" is defined as a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion that originated in South Asia.

For the purposes of this Article, the term "family status" means the actual or supposed condition of having minor children living with the individual, or not, and/or the actual or supposed state of being or having been married, separated, or divorced, or not.

The parties agree that differentiation on the basis of family status in benefits and leaves of the nature currently provided by MIT, or as provided under this Agreement, shall not constitute discrimination for the purposes of this Agreement. For example, MIT may provide childcare assistance for employees with children, may have different premiums and employer subsidies for individual versus family health insurance, may provide leaves for family-related reasons as set forth in this Agreement, and may continue similar differences in benefits without challenge under this Article.

For the purposes of this Article, the term "gender identity/expression" is defined as a person's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.

Section 2. Harassment

MIT shall not tolerate harassment (as defined by MIT Policies and Procedures 9.5).

In order to create a respectful, welcoming, and productive community, the Institute is committed to providing a living, working, and learning environment that is free from harassment.

Harassment is defined as unwelcome conduct of a verbal, nonverbal, or physical nature that is sufficiently severe or pervasive to create a work or academic environment that a reasonable person would consider intimidating, hostile, or abusive and that adversely affects an individual's educational, work, or living environment.

Harassment is prohibited whether or not the employee is being harassed because of their membership in one or more of the protected categories listed in Section 1 of this Article.

Section 3. Grievability

Allegations that MIT has discriminated against an employee in the workplace because of union membership, activities, or support may be the subject of a grievance under this Agreement in accordance with Article 5, Grievance Procedure.

Other allegations that MIT discriminated against or harassed an employee in the workplace in violation of Sections 1 or 2 of this Article shall first proceed in accordance with MIT's policies and procedures for complaints of discrimination or harassment, with the addition of the mediation and grievance and arbitration options indicated in Section 4 herein.

Section 4. Processes

A. In utilizing MIT processes for claims of discrimination or harassment, an employee is free to have a Union representative accompany them in any preliminary discussions with the Institute Discrimination and Harassment Response (IDHR) office or central Human Resources (HR) office about possible incidents of harassment and discrimination if they so choose.
B. An employee has the right to be accompanied by a Union representative at any and all steps of MIT's formal complaint procedures regarding any complaints of alleged discrimination or harassment under Section 1 or 2 of this Article.
C. An employee has the right to have a Union representative present at any interviews or meetings with investigators during the formal complaint procedure.

D. Under no circumstances should an employee be coerced by IDHR staff or any other MIT employee to accept informal resolution of their complaint or supportive measures, in place of filing a formal complaint. Coercion may include but is not limited to providing misinformation about the formal resolution process or telling the complainant that they are prohibited from pursuing the formal resolution process. Discussing in good faith the pros and cons of various approaches shall not be considered pressure to accept informal resolution.

E. Mediation
    a. The Union and MIT share a goal of resolving allegations under this Article at the earliest opportunity possible. Therefore, the Union and MIT may mutually agree to engage in mediation and may discuss possible referral to MIT's informal resolution pathways before or soon after the filing of any formal complaint under MIT's internal complaint resolution processes. If mediation is agreed, then the parties shall follow the procedures in E(b)–(f) below.
    b. As the parties to the mediation, the Union and MIT shall meet to mutually select a mediator and will in good faith attempt to identify a mediator with experience in discrimination or harassment cases. If the parties cannot agree on a mediator, they will follow the Federal Mediation and Conciliation Service (FMCS) processes for selection of a mediator. The Union and MIT will split the costs of mediation evenly.
    c. An individual employee shall not have the right to invoke mediation on their own.
    d. Any such mediation will be between the Union and MIT.
    e. Any resolution that may be reached by the parties in mediation shall remain confidential between the parties and all participants to the mediation, except for Union and MIT employees with a legitimate need to know, unless the parties mutually agree otherwise.
    f. The parties agree that neither the mediator nor the parties or participants to the mediation will in any way disclose, discuss, or publish in any forum, including but not limited to any social media platform, any communications, negotiations, or settlement discussions that arise from the mediation.

F. Step 3 Grievance and Arbitration Options
    a. Once an investigation of a formal complaint of discrimination or harassment under this Article is commenced, and until the internal review process is complete, the employee and the Union may request a status report after sixty (60) days and every thirty (30) days thereafter. This report will include an estimate of the additional time required to complete the process.
    b. Once the internal review of a formal complaint is concluded, including any appeal(s), an employee who alleges a violation of Sections 1 and 2 of this Article may file a grievance at Step 3.

i. In cases where the internal review of the formal complaint has not been completed within five (5) months from the filing of the formal complaint, the employee may request a meeting with the director of IDHR or director of Employee and Labor Relations, or their designees, to discuss the status of the case. The employee may take a Union representative with them to such a meeting at the employee's discretion.

ii. Notwithstanding Subsection F(b) above, in cases where the internal review of the formal complaint has not been completed within six (6) months from the filing of the formal complaint, and where the formal complaint does not involve an allegation that implicates the Institute's review procedures under Title IX, the employee may, prior to the internal review being completed, file a Step 3 grievance as to their discrimination and harassment allegations under the provisions in Subsections F(c) and F(d) below.

iii. As complaints often require extensive review and vary in complexity, MIT may extend the six (6)-month period for reasonable cause up to a maximum of three (3) additional months. In such cases, MIT will explain to the Union the basis for the extension. In determining reasonable cause, MIT may consider factors such as the nature and duration of the conduct at issue, the number of parties and witnesses, the availability and location of the parties and witnesses, availability of faculty panels, the extent and availability of documents (including emails and text messages) that must be reviewed, the necessity to obtain translation or interpreter services, the number and length of deadline extensions provided to the parties, and the existence of any parallel criminal investigations.

iv. In addition, any time spent by the parties pursuing mediation under this Article shall not count toward the time limits in this paragraph.

v. If the employee elects to file a Step 3 grievance under Subsection F(b)(ii), then MIT, in its discretion, may suspend or terminate its internal review as to the claim(s) that will be arbitrated. At MIT's discretion, the Institute may also stay its review of any additional claims that the employee included in their formal complaint and any counter-complaint filed against the employee, and any deadlines related to such claims may be suspended.

c. Any such Step 3 grievance will be processed in accordance with Article 5, Grievance Procedure, provided, however, that any such grievance is filed at Step 3 no later than twenty-one (21) calendar days following the conclusion of the internal review process, including any appeal decision.

d. Arbitration

i. If the grievance is not resolved at Step 3, the Union may pursue arbitration. The arbitrator will be selected from a panel of arbitrators that have been previously agreed upon by both parties. The parties shall identify arbitrators with experience in discrimination and harassment cases. If they cannot, then the Union may request a list of arbitrators from the FMCS and selection shall be made in accordance with the Arbitration Policies and Procedures of that body. The arbitration will be conducted in accordance with the Arbitration Policies and Procedures of the FMCS.
ii. The arbitrator shall decide whether or not this Article has been violated and what remedy, if any, is due to the employee. The arbitrator shall not have the ability to impose any discipline, sanctions, or other penalty upon any individual. The arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the employee's status as a student.
iii. Except as set forth in this Article, the other arbitration rules and other limitations on the arbitrator's authority delineated in Article 5, Grievance Procedure, will apply with equal force to a grievance over claimed violations of this Article.

ARTICLE 11 – INCLUSIVE WORK ENVIRONMENT

Section 1. Accommodations for Employees with Disabilities

Upon request from an employee with a disability, MIT shall promptly engage in an interactive process and, as soon as practicable, provide reasonable accommodation(s) for the employee to perform the essential functions of their job, and/or to address health and safety issues that impede an employee's ability to perform the essential functions of their job, consistent with state, federal, and local law.

Section 2. Gender Equity

MIT shares the desire that all employees be spoken or referred to by the names and pronouns they choose and will encourage all MIT students, staff, and faculty to do so. Employees who believe that their supervisor or coworkers are misgendering or deadnaming them may pursue informal resolution avenues offered by MIT.

The parties acknowledge that intentional and repeated misgendering or deadnaming by MIT constitutes harassment under Article 10, Section 2, Harassment, if sufficiently severe or pervasive. MIT will also add this example to the "Examples of possible harassing conduct" section in Policies and Procedures 9.5.

Employees may also seek informal resolution through the appropriate DLC head for concerns about misgendering or deadnaming by a supervisor. MIT shall enhance existing trainings of DLC heads to include education on this topic, as well as information about the application of MIT policies.

Upon written request from an employee, and at no cost to the employee, MIT shall, as soon as practicable, change all records within its control and which the employee cannot change themselves, including identification cards, to reflect the names and pronouns chosen by the employee. However, there may be circumstances where MIT is legally required to maintain a record of and report an employee's birth name and sex assigned at birth, and doing so does not constitute a violation of this provision.

Section 3. Restroom Equity

Employees shall have access to appropriately signed gender-affirming restrooms, including both all-gender and single-sex restrooms, with sufficient capacity for regular usage. MIT shall ensure that all-gender restrooms in MIT Facilities–assigned space within office, classroom, and lab buildings are signed by September 2023. Furthermore, within six (6) months of the ratification of this Agreement, MIT shall publish the Campus Inclusive Restroom Study findings, which shall discuss the accessibility of types of restrooms across all MIT-owned non-residential buildings on the Cambridge campus. Employees may request that the signage for a single-user restroom be changed to all-gender by completing a signage request via Atlas. MIT shall also continue to maintain the MIT Digital Restroom Directory, which lists the locations of all restrooms (including all-gender restrooms) on campus.

Menstrual products shall be freely available in all new and renovated restrooms. Additionally, within six (6) months following the ratification of this Agreement, MIT commits to providing free menstrual products in at least fifty (50) restrooms, which it shall select based on the criteria developed as part of the Campus Inclusive Restroom Study.

Section 4. Religious Practice

Upon request by an employee submitted to GradSupport, MIT shall, as soon as practicable, provide reasonable accommodations for the religious practices of its employees, consistent with federal, state, and local law.

Section 5. Expressing Breast Milk

MIT shall provide a reasonable amount of break time for an employee to express breastmilk for a nursing child. MIT shall provide a space, other than a public restroom, that is clean, shielded from view, and free from intrusion from coworkers and the public, in reasonable proximity to the nursing parent's work location, that may be used for lactation. MIT shall also provide access to

chilled (39°F or colder) storage space, or a personal cooler, and will otherwise comply with applicable state and federal regulations pertaining to breastfeeding.

Section 6. DE&I Training

In addition to required trainings, MIT shall provide all employees with access to online training modules that address diversity, equity, and inclusion, as well as definitions and reporting processes surrounding sexual harassment and other gender-based discrimination covered by Title IX.

ARTICLE 12 – INTERNATIONAL EMPLOYEE RIGHTS

Section 1. Intention

MIT is committed to providing a safe, inclusive, and equitable (to the extent permitted by law) environment for all employees, including international employees, regardless of immigration status. While MIT is not able to provide legal advice to employees, MIT affirms its commitment to helping all employees admitted under F-1, J-1, and other immigration statuses that MIT sponsors to navigate the immigration process and will provide information with respect to their rights and responsibilities, the rules and regulations governing their immigration status, and travel out of and reentry into the United States.

Section 2. Support and Protections for All Employees

MIT affirms its commitment to supporting all employees and their families, regardless of their immigration status, to the extent permitted by law. MIT will not release information regarding employee immigration status to the Department of Homeland Security unless legally required to do so. MIT will also continue to make resources and guidance available to employees to assist with issues pertaining to immigration status.

Section 3. International Employee Unable to Be Present in the United States

MIT will continue to implement its Remote Appointment Guidance and will make every reasonable effort to arrange for employees covered by the Guidance to perform their job duties outside the United States, for a limited period of time, subject to legal restrictions. Employees will not be eligible for a remote international appointment if they fail to make satisfactory academic progress.

Employees covered by the Guidance shall make every reasonable effort to work with their graduate administrator to submit a remote appointment request prior to the start of the relevant appointment period, or as soon as possible if the reasons for the request are not known until after the start of the appointment period. MIT's remote international appointments team shall evaluate each submitted request on a case-by-case basis, normally within ten (10) business days, and shall

not unreasonably deny such requests. Employees approved for working outside the United States shall continue to receive regular pay and benefits, subject to legal restrictions. Additionally, permission to work remotely shall be reviewed periodically by MIT. Employees shall be notified at least two (2) months prior to the termination of their remote appointment, unless there has been a material change in the circumstances of the appointment that was not previously known to the remote international appointments team and would warrant a change to a previous approval.

Section 4. International Employee Unable to Work

If MIT is not able to lawfully employ or continue to employ an employee as a result of the employee's immigration status, MIT agrees to meet with the employee and the Union (at the employee's option and upon appropriate FERPA release, following Article 4, Section 2) to discuss potential reemployment into their prior position or another position if their previous position is unavailable. MIT shall make reasonable efforts to reemploy the employee as soon as possible after the employee obtains work authorization or immigration status that lawfully permits them to work.

Section 5. Legal Advice and the ISO's Scope of Responsibility

While MIT does not offer legal advice to employees, MIT's International Student Office (ISO) can advise an employee generally on visa issues as they relate to academic issues and/or employment with MIT. The ISO shall maintain a list of attorneys and agencies for referral if an employee has an immigration issue or if the employee is in need of immigration advice that is not related to the employee's academic and/or employment relationship with MIT. Additionally, the ISO shall invite immigration attorneys to visit campus once each semester to discuss H visas and green cards. MIT agrees to make reasonable efforts to record any such presentation for additional viewing and/or, at its sole discretion, to make available live streaming of the presentation, provided that the immigration attorney(s) consent(s) to such recording.

The ISO will make a good faith effort to adequately support all MIT international employees in a timely manner. The ISO shall act in good faith to provide accurate, timely, up-to-date information regarding US immigration and other policies concerning international employees. MIT shall take all urgent steps to assist the employee in case incorrect or inaccurate information is given by the ISO. Employees who have questions or concerns about their assigned ISO advisor should reach out to the director of ISO.

The ISO shall act in good faith and in a timely fashion to provide assistance and necessary documentation for international employees. The ISO shall normally respond to questions and inquiries, including but not limited to general immigration questions, within three (3) business days. The ISO shall promptly update its online FAQ page in response to any officially published changes in federal, local, or MIT-wide policies affecting international employees. The ISO shall clearly list the required materials for requesting immigration documentation or authorization, on both its website and the iMIT request submission portal, and shall explicitly highlight any

changes that have been made to the requirements within the past year. When an employee submits a request, the ISO shall notify the employee in a timely manner if there is missing or incorrect information or documentation. The ISO shall normally provide the requested immigration document or authorization within ten (10) business days of receiving a completed request submitted in iMIT, which includes all required information and materials. If ISO requires additional documentation and/or corrections to process the request, ISO will make reasonable efforts to provide the requested immigration document or authorization within the initial ten (10) business days, excluding any time it may take for an employee to provide all required information and materials. If there are special circumstances with an employee's case that necessitate additional processing time, the ISO shall give notice to the employee within the original time limits stated above and confirm any additional information or materials required to complete this processing. The ISO shall approximate the amount of additional time needed, excluding any time it may take for an employee to provide all required information and materials.

If an employee is abroad and unable to enter the United States, the employee shall notify ISO staff directly, and the ISO shall provide necessary documents and support within five (5) business days of receiving all information/documentation from the employee and/or US government agency required to process requested documents or provide support/guidance.

The ISO shall cover costs for express mailing of documentation if required under the circumstances.

The ISO shall provide a hotline available at all times to assist international employees in urgent situations involving immigration status.

ARTICLE 13 – HEALTH AND SAFETY

Section 1. Intention

MIT is committed to providing a safe work environment for all employees and shall comply with all applicable state and federal laws, regulations, and standards, such as Occupational Safety and Health Administration (OSHA) standards, governing workplace health and safety. Toward that end, MIT shall maintain policies and procedures consistent with such applicable workplace health and safety standards and take reasonable steps to ensure compliance with those standards during the term of this Agreement.

In addition to complying with applicable state and federal laws, regulations, and standards governing workplace health and safety, MIT shall also implement health and safety–related recommendations as determined by a workplace safety evaluation under Section 3 of this Article.

Section 2. Reporting of Hazardous Conditions

Employees shall, to the best of their knowledge and/or training, perform their duties in compliance with applicable workplace health and safety standards, utilizing any personal protective equipment (PPE), as required by law or MIT policies, provided by MIT.

When an employee observes conduct or conditions that they reasonably believe to be dangerous to their health and safety or violate applicable health and safety standards or policies of MIT, they shall report the same to their supervisor and the Environmental Health and Safety (EHS) coordinator of their department, lab, or center (DLC). MIT shall take prompt corrective action to comply with applicable health and safety standards and/or implement recommendations determined by a workplace safety evaluation under Section 3 of this Article. MIT shall not retaliate against any employee for such reporting.

Section 3. Workplace Safety Evaluations

Evaluations of workplace safety shall be provided by MIT's EHS office as soon as practicable upon the request of one or more employees who believe the nature of their work or workplace is exposing them to health or safety hazards or risks. Such evaluations shall, as deemed appropriate by MIT, involve experts such as health and safety coordinators, occupational hygienists, occupational physicians, occupational health and safety professionals, and/or environmental health and safety professionals, who shall make recommendations to MIT that would allow the identified health and safety risks to be appropriately mitigated and meet applicable standards. EHS shall also consult with the employee as an expert of the nature of their work prior to making any recommendation to MIT.

MIT shall, as soon as practicable, implement these recommendations or provide alternate facilities in which the affected employee(s) may work.

Section 4. Laboratory Safety

Emergency phone numbers shall be displayed prominently by all laboratory phones.

MIT shall provide and maintain:

A. Personal protective equipment (PPE) and other equipment, tools, materials, and facilities/infrastructure deemed necessary by evaluation of workplace safety (defined in Section 3 of this Article), or required by OSHA or any state or federal regulations, for the employee to safely carry out their work, at no additional cost to the employee, unless permitted by OSHA. This includes but is not limited to safety glasses, including the option of prescription safety glasses should an employee make a direct request to their supervisor; hearing protection; ventilated facilities/infrastructure for handling and storing solvents, chemicals, gasses/gas cylinders, and materials; supplies, meters, and/or equipment for testing hazardous, radioactive, or toxic

substances and materials as consistent with applicable standards above; and laboratory/building gas alarms for detecting and alerting to the presence of hazardous or flammable gasses, such as carbon monoxide and hydrogen, as required by law or otherwise deemed appropriate by a workplace safety evaluation consistent with Section 3 of this Article;

B. Adequate (as determined in Section 3 or required by OSHA or any state or federal regulations) first aid equipment and first aid information and training upon request at no cost to all employees whose jobs regularly involve exposure to hazardous materials or who work in a hazardous environment; and
C. Emergency facilities, including but not limited to eyewash stations and showers as required by law or otherwise deemed appropriate by MIT following a workplace safety evaluation consistent with Section 3 of this Article.

MIT shall, upon request, make available to employees in laboratory positions, whether in a teaching or research capacity, the services of experts such as health and safety coordinators, occupational hygienists, occupational physicians, occupational health and safety professionals, and/or other environmental health and safety professionals.

In general, if an employee is an EHS representative, that role shall be listed in their appointment letter consistent with Article 15, Appointment Notification. Prior to or upon an employee becoming an EHS representative, the employee and their supervisor shall have a discussion enumerating the responsibilities of this role, unless such responsibilities are already enumerated in the employee's appointment letter. If an employee is asked to become an EHS representative during a term in which their appointment letter does not list them as an EHS representative, MIT shall not require that employee to become an EHS representative without prior discussion between the employee and the supervisor. This discussion shall include an enumeration of the responsibilities of this role and what aspects of the employee's other work duties will be reduced accordingly.

Each DLC that has employees in laboratory, workshop, and makerspace positions, whether as teaching or research assistants, shall provide an opportunity for the EHS coordinator to meet with employees in the DLC, and at the Union's discretion, a representative of the Union, to discuss matters relating to health and safety, at minimum, once per year. Topics for these meetings may include:

A. Personal health or safety concerns;
B. Department- and/or lab-specific protocols regarding the posting of relevant health and safety related policies, including but not limited to policies and/or procedures relating to solvent handling, gas handling, biological and chemical waste handling and disposal, and chemical storage;
C. PPE necessary for safely carrying out work;
D. Any facilities repair;

E. Training needs and plans;
F. Any necessary meetings with MIT-wide departments that may be required to address health and/or safety concerns or questions; and
G. Ergonomics.

Employees working with chronic health hazards, or with chemicals or materials with known toxicity, may request and receive, consistent with OSHA, other applicable standards, or following a workplace safety evaluation under Section 3 of this Article, appropriate regular medical surveillance provided by MIT at no extra cost to the employee. This includes but is not limited to:

A. Situations where administrative controls, engineering controls, or PPE cannot prevent exposure to a surveillable hazard from exceeding its occupational exposure limit or action level;
B. Situations where there has been a known incident with a surveillable hazard potentially resulting in an exposure above an occupational exposure limit or action level, as determined by an evaluation by EHS in collaboration with MIT Medical's Occupational Health Service and the employee(s) exposed; such an evaluation occurs whenever a supervisor or employee report of such an incident is filed; and
C. Situations where a surveillable hazard is intrinsic to an ongoing (more than a year) research program (e.g., cadmium in quantum dot research or research requiring registered class 3b or 4 lasers); the medical surveillance program will be determined at the onset of the research program after discussion between the principal investigator, EHS, and MIT Medical's Occupational Health Service, and will be described in the appropriate lab's safety documentation.

Section 5. Ergonomic Standards

MIT shall maintain its ergonomics program for its employees, which includes general ergonomic guidance, self-assessment tools, and ergonomic consultations and evaluations to reinforce proper ergonomic practices and guidelines. MIT shall endeavor to implement ergonomic practices and guidelines into new workplace and workstation designs.

Section 6. Asbestos Remediation

MIT shall provide advance notice to affected employees of asbestos removal projects in their immediate work area.

Section 7. Fieldwork/Off-Site Work

If an employee conducts assigned fieldwork outside of MIT workspaces, prior to the beginning of the assignment MIT shall:

A. Provide the employees with information about International SOS, if employees have work that takes them outside the United States;
B. Provide employees performing fieldwork within the United States with known information that is relevant to the safe performance of such work; and
C. Provide employees with available resources they may need for the successful completion of the work assignment.

The employee is responsible for following, to the best of their knowledge and/or training, all relevant and appropriate rules and regulations at any work site outside of MIT.

Section 8. Workplace Injuries

Any employee who is injured or becomes ill due to work should seek medical attention as appropriate. The employee shall report the injury to their supervisor as soon as possible.

MIT shall develop and maintain documented protocols, accessible online, for first aid and initial actions for when employees are injured or ill due to work, including but not limited to protocols to mitigate the harm of exposure to specific solvents, chemicals, and/or biologically hazardous or radioactive materials being used. MIT shall inform employees of these protocols and provide proper direction regarding these protocols.

MIT shall not unreasonably delay the processing of workers' compensation claims.

In cases of injury to an employee in the course of their employment at MIT, the employee shall assist their supervisor to file an incident report as soon as possible in accordance with MIT procedures. At MIT's request, the employee shall visit MIT Medical's Occupational Health Service at least once within the week of filing the incident report or, if admitted to a hospital, as soon as they are reasonably able. The visit will be at no cost to the employee. MIT shall provide instructions on how to file workers' compensation claims in accordance with state law.

ARTICLE 14 – APPOINTMENT POSTING

Section 1. Definition of Open Position

When positions covered by this Agreement have not been promised to incoming students at the time of admission or are not continuing as part of an existing or past teaching, research, or other relationship between a faculty member and an employee, they are considered to be "open positions" for purposes of this Agreement.

Section 2. Open Position Website

Within a reasonable amount of time that shall not exceed one (1) year after the effective date of this Agreement, MIT agrees to develop a common central website to post open positions as

defined above. MIT will issue periodic notices to employing units informing them of the website location and posting process. All open positions shall be posted. Faculty and others involved in hiring employees are encouraged to use such website for posting.

In addition to the information required in appointment letters as defined in Article 15, the postings should also provide:

A. Basic and preferred qualifications;
B. Eligibility and selection criteria;
C. Information about how to apply for the position;
D. Deadline for applying; and
E. Statement on nondiscrimination.

Section 3. Timetables

Positions shall remain posted and open for applicants for no less than five (5) business days, except where the beginning of the appointment period must begin less than five (5) business days after the position is posted.

ARTICLE 15 – APPOINTMENT NOTIFICATION

Section 1. Written Letter of Appointment

MIT shall make best efforts to implement changes to its graduate appointment process consistent with this Article as soon as possible following ratification of this Agreement, but no later than January 16, 2024.

Every appointment of an employee shall be made by MIT in writing and outline the basic terms and conditions of the appointment to the extent known at that time. The appointment terms in the provided letter will be maintained unless the individual's employment is terminated pursuant to the provisions of Article 6, Discipline and Discharge, or the appointment is canceled.

Section 2. Appointment Timelines

MIT shall send a written letter of appointment at least thirty (30) days before the appointment begins. It is understood by both parties that in certain circumstances (such as where outside funding is involved, uncertain enrollments, or other legitimate reasons) some appointments cannot be finalized in advance of the start of the appointment. When it is not possible to provide a finalized appointment letter in advance of the start of an appointment, MIT shall provide an initial letter with whatever information is known at least thirty (30) days before the appointment begins and then update that information as soon as possible thereafter.

However, MIT will endeavor in good faith to provide as much information as possible in advance of the start of the appointment. The employee will have the opportunity to review and discuss the contents of the letter with MIT.

Section 3. Content of Appointment Letter

The letter of appointment shall include the following information:

A. Appointment title(s);
B. Effective starting date and, if known, termination date;
C. Employment unit;
D. The faculty member(s) and/or supervisor(s) to whom the employee will report, along with their contact information;
    a. For teaching appointments, the name of the course, the expected number of students for which the employee will be responsible, and a description of the required duties and instructional materials;
    b. For all other appointments, a brief description of required duties, including the cadence and expectations related to required meetings and training, and procedures for evaluation, if any, that may be known as of the date of the letter;
E. A description of any expected or potential supervisory duties;
F. A description of any expected or potential additional duties (e.g., maintaining facilities, editing/proofreading, maintaining organic research material and research materials and supplies, and organizing and hosting events);
G. If an employee will be an EHS representative and, at MIT's option, an enumeration of responsibilities associated with this role;
H. The cadence and frequency for any mandatory employment meetings known at the time of the appointment letter;
I. Work location, including building and room, if known as of the date of the letter;
J. Expected work schedule, including assigned hours, course and recitation meeting times and locations, and any known or estimated deadlines, if applicable (the parties recognize that schedules and locations may change prior to the start of the term);
K. Pay classification as described in Article 21, Compensation;
L. Amount of compensation;
M. Payment schedule;
N. All relevant payment processing contacts in appointment department and in the employee's home department;
O. The source of funding (i.e., Cost Object, name of Cost Object, and sponsor name, if applicable) at time of appointment;
P. Travel budget and other resources (where applicable);
Q. Benefits related to the appointment, if different from those described elsewhere in this Agreement;

R. Response requirements of the recipient, if any;
S. A statement that the position is covered by this Agreement;
T. A copy of or hyperlink to this Agreement;
U. Union mailing address, phone number, and website address; and
V. A FERPA Communication and FERPA Release Form as set forth in Article 4, Bargaining Unit Information.

If any of the above information is not known at the time notification is sent, the employee will be informed as soon as is reasonable under the circumstances.

ARTICLE 16 – APPOINTMENT SECURITY

Section 1. Canceled Teaching Appointments

If a course or section assigned to an employee appointed as a teaching assistant (TA) is canceled by MIT due to insufficient enrollment or any other reason outside of the employee's control, the department or unit shall notify the employee two (2) weeks in advance of the cancellation, or as soon as practicable under the circumstances. In such cases, the department will make reasonable efforts to reassign the employee to an alternative course or section that the employee is qualified to teach and that has not been assigned to another individual or, where appropriate, to an equivalent research assistant (RA) position (which may be outside the academic department) for which the employee is qualified. If no other course or RA assignment can be made, the employee shall be guaranteed funding until the end date of the original appointment period or until a new appointment is available, whichever happens first.

Section 2. Canceled Research Appointments

If an RA appointment has to be terminated by MIT before the end of the employment period, for reasons outside of the employee's control, such as but not limited to changes in funding, funding availability, or the unexpected departure of a faculty member to whom the employee is assigned, MIT will make reasonable efforts to reassign the employee to another RA or TA appointment for which the employee is qualified. If reassignment is not possible, MIT shall provide funding until the end date of the original appointment period or until a new appointment is available, whichever happens first. MIT shall notify the employee two (2) weeks in advance of, or as soon as practicable before, any cancellation of an RA appointment.

ARTICLE 17 – PROFESSIONAL RESPONSIBILITIES AND RIGHTS

Section 1. Professional Latitude in Performing Work

The Union and MIT recognize that employees work under the supervision, coordination, and authority of faculty, academic staff instructors, principal investigators, and academic and

research administrators. Consistent with this guidance and directives from these supervisors and administrators, employees shall have reasonable latitude in exercising their judgment within their area of expertise and in deciding how best to accomplish their job duties within the scope of directions given by their individual supervisor. When providing teaching support under the supervision of a faculty member or other instructor in charge, employees will have reasonable latitude to exercise their judgment in deciding how best to fulfill their duties and to support the learning objectives of a course consistent and commensurate with any guidance or directives of the faculty member or instructor in charge.

When working in a laboratory or a research group, employees should participate in discussion with their mentors, advisors, or supervisors, as well as others working on the project, and are free and expected to offer their own views and interpretations in those discussions. When working for a principal investigator on funded or unfunded research, employees should feel free to offer their independent judgment, while recognizing that the grant or project has objectives and that the principal investigator is the final arbiter.

Section 2. Desk and Office Space

Private space will be provided to employees appointed as teaching assistants (TAs) to meet confidentially with students, as available. Access to desk space (private or shared) will also be provided as necessary and as physically available. The employee will initiate contact and work with the appropriate representative of their employing program, department, lab, or center (DLC) (typically the employee's supervisor or employing program/DLC designee) to discuss space needs as may be necessary and appropriate pursuant to this Section, including considerations of areas to keep personal belongings and food and drink.

Section 3. Changes in Work Location

If an employee's work location at MIT is to be moved to another location at MIT, the employee will be notified at least seven (7) days before the move. If an employee's work location is removed entirely from MIT's campus, or if there is a substantial alteration of the employee's workspace, the employee will be notified at least fourteen (14) days before the move or alteration. In circumstances where it is not possible or practicable to provide fourteen (14) days' notice, notice shall be given as soon as possible. This provision does not apply when the move is necessitated to address a harassment issue, workplace dispute, or safety concern where the need for prompt response is paramount.

Section 4. Remote Work

An employee may request that they be permitted to perform some or all of their work remotely, consistent with MIT's Remote Appointment Guidance and existing policies. Requests for remote work for thirty (30) days or fewer require approval only from the employee's direct supervisor. For periods away from campus of more than thirty (30) days for academic and research reasons

(e.g., field research), employees are required to apply for thesis in absentia or non-residential appointments, as applicable. Requests for remote work due to absolute barriers or significant hardship (as defined in the Remote Appointment Guidance) for more than thirty (30) days require, in all cases, supervisor and academic department/program head approval. For remote international appointments, additional approval is required from the remote appointments review team overseen by the Office of the Vice Chancellor. See also Article 12, Section 3, International Employee Unable to Be Present in the United States.

In such cases where approval has been given or when required, MIT reserves the right to set the parameters for remote work by the employee, and the employee shall be subject to any procedures, restrictions, limitations, and other guidelines on remote teaching and learning and remote work that may be set by MIT in a given case. The supervisor or academic department/program head will discuss such matters with the employee in advance of the start of remote work, and employees should follow any recommended additional guidelines for particular situations.

Any remote work arrangement may be terminated at the sole discretion of MIT at any time, with reasonable notice to the employee, taking into account the supervisor's or academic department/program's needs, the employee's remote situation, and other factors deemed relevant to MIT. Such reasonable notice shall normally be no less than thirty (30) calendar days, research work needs permitting.

In the case of an employee working remotely, the employee may request assistance from MIT's Information Systems & Technology (IS&T) office, or other appropriate offices, with regard to internet access and other technical support in accordance with MIT's procedures. MIT shall provide services, materials, and facilities that in the judgment of MIT are necessary to carry out assigned duties, which the employee shall receive at no cost when working remotely, pursuant to other Sections of this Article. Employees shall bear the cost for appropriate internet service and securing a workspace when working remotely.

Section 5. Access to Tools and Supplies

MIT shall provide employees with supplies, materials, and/or software that MIT considers necessary to perform duties related to their employment. MIT shall not require an employee to purchase or obtain any job-related materials or equipment, including copying expenses, beyond those an employee would need to appropriately pursue their degree programs. Subject to the foregoing, the tools and supplies employees shall have access to will include:

A. After-hours and weekend building access;
B. Specialized computing resources with on-campus internet access and available technical support;
C. Appropriate software and hardware for printing, plotting, graphing, and photocopying;

D. Basic lab equipment;
E. Library privileges;
F. Any required books, equipment, and/or software necessary to the successful completion of their work assignments;
    a. In the case of books, employees serving as TAs or instructor Gs shall have access to instructor copies upon request to their supervisor, rather than standard copies, if they exist and are readily available (if not, employees shall receive a standard copy);
G. An MIT email account;
H. Office supplies, including chalk and dry-erase markers; and
I. When an employee is teaching a course not of their own design, a syllabus for that course and access to materials and full course evaluations from previous years.

Section 6. Mandatory Supervisor Meeting

Employees shall have an initial meeting with their direct supervisor (principal investigator or teaching instructor), either prior to the start of their appointment or within the first few weeks of the appointment start date, to discuss responsibilities and expectations. TA supervisors shall discuss grading duties and provide guidance around grading criteria.

Section 7. Expenses and Reimbursement

With preapproval of an employee's supervisor, and subject to Section 5 of this Article, work related expenses, including but not limited to materials, equipment, and services not provided by the department, and cost of approved travel, shall be paid for by MIT, unless agreed upon by both parties that the employee will make the purchase and get reimbursed.

Reimbursement shall be prompt upon the submission of a receipt or documentation of the expense. Requests for approval shall not be unreasonably denied.

Section 8. Intellectual Property Rights

Employees shall have the same intellectual property rights as faculty and staff employed by MIT with respect to inventions, copyrightable materials, and other intellectual property created as part of their work, except where MIT policy grants greater rights to students. In all cases, MIT policy (Policy and Procedures 13.1) shall control.

Section 9. Funding Transparency

An employee may make a written request to the director of administration and finance of the department or program where they are seeking their degree, seeking information about the source of funding for their appointment. Upon receiving such a request, and in addition to the information provided under Article 15, Section 3, Content of Appointment Letter, MIT shall

provide the donor name associated with any donor-named fund (as applicable, and provided that such information has not been deemed confidential).

If the employee does not wish to be supported by the source of the funding identified, they have the right to refuse the appointment. However, in such cases, MIT has no obligation to identify alternative funding.

Section 10. Other Work

MIT, including supervisors and department staff, may not prevent employees from earning additional income except when such work would violate state or federal law, regulations, applicable sponsor or agency policy, or any MIT policies in effect as of the ratification of this Agreement, provided, however, that MIT will no longer apply its Conflict of Commitment policy, or any departmental policies of the same spirit, to employees who are not named as senior or key personnel on a sponsored award. The parties acknowledge that MIT shall update its graduate student policies and procedures relating to conflicts of interest and/or outside professional activities to include the following terms:

> Employees shall (a) provide information about any proposed outside professional activities (including time commitments); (b) submit a declaration that they do not believe that their outside commitments constitute a conflict of interest with their commitments to MIT; (c) confirm that the work is technically separate and distinct from MIT institutional responsibilities and the work deliverables are clearly stated; (d) commit to performing the work outside of regular work hours, as defined in Article 19, Workload; and (e) restrict outside professional activities to eight (8) hours per week.

MIT will also develop procedures to implement the foregoing.

Requests by employees to engage in outside professional activities shall require research supervisor, academic advisor, and department head approval. Exceptions to Subsections (c), (d), and/or (e) above may be granted only upon written approval of the employee's research supervisor and academic advisor.

MIT shall provide the Union with an opportunity to review these proposed updates prior to publication. The Union acknowledges that, in cases where employees receive funding from outside sources, such funding sources may impose their own restrictions on employees' ability to work outside of MIT, and MIT and the employees may be required to comply with such restrictions.

Section 11. Break-Room Facilities

MIT shall make microwaves available for employees to use, at no cost, at the following locations: 100 Main Marketplace, Koch Cafe, Forbes Cafe, Hayden Cafe, Bosworth's Cafe, Steam Cafe, Dunkin' (Stratton Student Center), and Lobdell Dining Hall.

Section 12. Parking Access

Employees, after their first year, shall have access to the same or similar on-campus parking facilities as faculty and staff in their department. Employees will be charged daily parking fees for each day they park, up to an established annual cap, and will be assigned a parking area by MIT. With the approval of the Student Disability and Access Services Office, employees may be assigned to other parking facilities.

ARTICLE 18 – TRAINING

MIT shall provide to employees any and all training that is reasonably necessary in order for an employee to safely and appropriately fulfill their work duties. Such training shall be at no cost to the employee. All such training shall be considered part of the required workload/working hours of the employee. Notification shall be provided to the employee of mandatory training as soon as practical once such training is set.

If an employee believes that training available at MIT or elsewhere could enhance their work, they may propose such training to their immediate supervisor for good-faith consideration. If approved, such training will be at no cost to the employee and will be considered part of their required workload/working hours.

If the Union notifies MIT regarding the need for employee-specific training opportunities beyond those already offered pursuant to the preceding paragraphs, MIT will engage with the Union in good faith to determine whether any such optional training opportunities will be offered and/or funded. MIT reserves the right to determine which optional training opportunities will ultimately be provided.

ARTICLE 19 – WORKLOAD

Section 1. Appropriate Scope of Work

MIT reserves the right to assign employees those duties and responsibilities that best meet the needs of MIT based on the qualifications and abilities of the employee.

Employees are expected to assist in research, teaching, or other matters related to MIT's academic, research, or teaching endeavors. Work assignments will be more academic than administrative in nature but may involve administrative or service tasks that assist in the overall

academic or research endeavor. The scope of work of individual assignments shall be as listed in the appointment letter covered in Article 15, Appointment Notification.

No employee shall be required to perform a service for the benefit of any other employee or agent of MIT that is personal in nature.

Section 2. Description of Positions

Employees hold the positions of teaching assistant, research assistant, and instructor G. The general description of those classifications follows below, recognizing that the workload details for any employee holding one of those appointments will vary. The scope of work on individual assignments shall be included as part of the appointment letter covered in Article 15, Appointment Notification.

A. Teaching Assistant (TA): The principal duties of a TA include but are not limited to assisting faculty members in classroom and laboratory instruction, preparing apparatus or material for demonstration, conducting tutorials and discussion sections, holding office hours, counseling students, proctoring exams, maintaining course websites and monitoring discussion boards, and grading homework, quizzes, and exams.
B. Instructor G: The principal duties of an instructor G are similar in nature to those of a TA, with the exception that instructor Gs are generally assigned more independent and/or advanced teaching responsibilities. Employees with considerable teaching experience may receive instructor G appointments. These appointments are given only to sufficiently experienced employees of proven teaching ability who, in the opinion of the department or program head, are competent to accept teaching responsibilities warranting the grade of instructor G.
C. Research Assistant (RA): The principal duty of an RA is to contribute, under supervision and direction of a faculty member, principal investigator, or other designated individual, to a program of departmental, interdepartmental, or sponsored research, including but not limited to the gathering and analysis of data or evidence, the development of theoretical analyses and models, and the production or publication of scholarly journals and research reports. The appointment is made with the understanding that the overall work experience will contribute to the professional training of the employee.

Section 3. No Obligation to Work More Than Appointed Hours of Work

Employees carry both employment and academic responsibilities. Time spent by an employee on their academic efforts beyond the work expectations outlined in their appointment letter is not subject to this Article. The Union acknowledges that this Agreement should not in any way be construed as imposing a limit on the amount or type of academic effort necessary for a student to make satisfactory progress toward their degree.

The Union acknowledges that the specific hours worked each week will fluctuate for employees. No employee shall be compelled, coerced, or obligated to work more than an average of twenty (20) hours per week over the course of their employment appointment period, including work on work-related communications, meetings, required training, orientation, and conferences that are required as a condition of the employee's appointment. While the parties recognize that the content of work assigned to an employee may vary from week to week, employees shall not be assigned job duties that cannot be reasonably performed within the workload average specified above. Additionally, MIT shall provide employees with a reasonable amount of time to complete job duties, taking into consideration the relevant surrounding circumstances.

Section 4. Workload Adjustments

Any employee who believes their assigned workload cannot reasonably be completed within the average time limits specified in this Agreement may bring such concerns to their supervisor for discussion and appropriate action. The supervisor shall promptly discuss such concerns and, as the supervisor deems appropriate, adjust workload requirements. If an employee is not satisfied with the supervisor's decision or corrective measures, or if they believe they have been misclassified or that their job duties are not commensurate with their appointment letter, they may file a grievance under the terms outlined in Article 5, Grievance Procedure.

Section 5. Alteration to Assignments and Workload

In the case of a change of an employee's job assignment, any work completed in the original assignment will count toward the workload for the appointment period.

Section 6. Regular Work Hours

MIT acknowledges as a general principle that most work assignments should be carried out on weekdays during the hours of 8:30 AM to 5:30 PM.

Obligations of assigned positions for all employees should be met primarily during these work hours, or otherwise 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, office hours, laboratory responsibilities, 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 7. Mandatory Meetings

When feasible, all meetings scheduled by MIT and required as a condition of employment should be conducted during regular work hours. If the meeting is to take place somewhere other than the employee's regular worksite, they will be given advance notice of said meeting.

Section 8. Holding Office Hours and Class Preparation

The required duty of holding office hours shall be included in the total workload for the appointment period. The schedule of an employee's office hours shall be decided by the employee, unless otherwise enumerated explicitly in the employee's appointment letter or as may be required to address unexpected exigent pedagogical needs that arise during the appointment period, in which case as much advance notice as possible will be provided. Hours spent on individually assigned special preparation for teaching sections shall also be included in the total workload for the appointment period.

ARTICLE 20 – SEVERABILITY

If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the parties to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

ARTICLE 21 – COMPENSATION

Section 1. Pay Rate

It is understood that the Union has no authority, nor shall the Institute be obligated, to negotiate over any financial matters for graduate students who are not members of the bargaining unit. The provisions of this Article only apply when a student is working as a member of the bargaining unit.

Effective June 1, 2023, MIT shall pay employees according to the minimum and maximum rates listed in the salary schedule set forth in Appendix 1, Wage Rates. The rates represent an increase of 5.4% over the FY23 rates. In no case shall an employee have a base salary outside the agreed upon range, unless covered by Section 7, Special Circumstances, of this Article.

This pay increase will be reflected in employees' paychecks as of the second (2nd) payroll date following ratification of this Agreement. Employees who held Summer 2023 appointments will receive a 5.4% retroactive increase to the salaries they received for their Summer 2023 appointments. Similarly, employees with Fall 2023 appointments will receive a 5.4% retroactive increase to the salaries they received from the start of their Fall 2023 appointments until the first pay period for which the 5.4% increase is reflected in their normal paychecks. These retroactive increases will be paid to employees within one (1) month of ratification.

Section 2. Annual Increases

All of the minimum and maximum salary rates set forth in Appendix 1, Wage Rates, for employees will increase by 3.5% on June 1, 2024, and by 3.25% on June 1, 2025.

Section 3. Pay Periods

An employee will be paid on a timely basis, in accordance with the Institute's normal business operations and payroll practices, for the work they perform as a research assistant (RA), teaching assistant (TA), or instructor G, provided the employee has submitted to the Institute, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 4. Partial Appointments

The salary schedule set forth in Appendix 1, Wage Rates, provides a breakdown of both monthly and twelve (12)-month salary payments. The monthly and annual rates are based on a full appointment averaging twenty (20) hours per week, as defined in Article 19, Workload. Any employee working one or more partial appointments shall receive prorated monthly and annual salary payments in accordance with their appointment letter(s) and the terms of this Article.

Section 5. No Reduction in Pay

All employees will be paid at least the minimum rates above unless otherwise specified by the policies of the employing program as described in Section 7, Special Circumstances, of this Article. Employees who are above the minimum rates as of May 31, 2024, will receive a 3.5% increase to their then-current salary rate if employed in the same role on June 1, 2024. Employees who are above the minimum rates as of May 31, 2025, will receive an increase of 3.25% to their then-current salary rate if employed in the same role on June 1, 2025.

For the purposes of this Section, an employee shall be considered to be employed in the same role if the employee has the same appointment type and:

A. For RAs, the employee is performing work for the same supervisor; or,
B. For TAs and instructor Gs, the employee is performing work for the same department or program, although the subject and/or supervisor may change.

Section 6. Payment Above Minimum

A decision to pay any rate between the minimum and maximum rates in this Article is at the discretion of the Institute.

Section 7. Special Circumstances

Under some special circumstances, and consistent with current practices, the Institute may deviate from the salary levels described in this Article. Such circumstances shall be limited to:

A. Employees with external funding that covers part or all of their salary;
B. Employees employed by certain professional degree programs (i.e., the Sloan MBA program, Sloan Master of Finance program, Sloan Master of Business Analytics program, Sloan Executive MBA program, Sloan Fellows program, Leaders for Global

Operations program, and educational programs of the Center for Real Estate Development); and

C. Employees holding summer term appointments in the Economics department.

Employees in the programs listed in Subsections B and C above shall receive the same percentage increases to salary, relative to current levels, over the life of this Agreement as other employees as provided under Sections 1 and 2 of this Article.

ARTICLE 22 – TUITION

Section 1. Tuition Remission

In addition to the salaries listed in Article 21, Compensation, eligible employees shall also receive tuition remission as part of their compensation as indicated below.

Research assistants (RA), teaching assistants (TA), and instructor Gs are charged full tuition for the period of their appointment. However, in addition to the salaries listed in Article 21, Compensation, employees will normally receive tuition remission that is proportional to the level of effort of their appointment (e.g., a 100% effort RA provides a 100% tuition subsidy to the employee, and a 50% effort TA provides a 50% tuition subsidy to the employee) for the duration of the appointment.

Employees working summer appointments shall receive summer tuition remission consistent with MIT's summer tuition remission policies.

Section 2. Special Circumstances

Under some special circumstances, and consistent with current practices, the Institute may deviate from the tuition remission policies described in this Article. Such circumstances shall be limited to:

A. Employees with external funding that covers part or all of their tuition; and
B. Employees employed by certain professional degree programs (i.e., the Sloan MBA program, Sloan Master of Finance program, Sloan Master of Business Analytics program, Sloan Executive MBA program, Sloan Fellows program, Leaders for Global Operations program, Systems Design Management program, Integrated Design and Management program, and educational programs of the Center for Real Estate Development).

ARTICLE 23 – MEDICAL BENEFITS

Section 1. Health Insurance

All employees are required to participate in the MIT Student Health Insurance Plan (MIT SHIP) or to otherwise be covered by health insurance that meets Massachusetts state requirements. MIT shall provide individual coverage under MIT SHIP, at no premium cost, to employees. MIT shall maintain or improve all benefits covered by MIT SHIP as of October 1, 2022, for the duration of this Agreement. Employees with a spouse/partner who is unable to work in the United States due to immigration status or disability may apply for Doctoral Long-Term Financial Hardship Funding to assist with covering the spouse/partner's portion of MIT SHIP premiums.

Employees may apply to the Short-Term Emergency Hardship Fund or Doctoral Long-Term Financial Hardship Funding, whichever is most applicable, for help with paying medical expenses, including prescription drug copayments, not covered by insurance under the terms of that program.

Section 2. Special Circumstances

Under some special circumstances, and consistent with current practices, the Institute may deviate from the requirement to cover individual health insurance under Section 1 of this Article.

Such circumstances shall be limited to employees appointed by certain professional degree programs (i.e., the Sloan MBA program, Sloan Master of Finance program, Sloan Master of Business Analytics program, Sloan Executive MBA program, Sloan Fellows program, Leaders for Global Operations program, Systems Design Management program, Integrated Design and Management program, and educational programs of the Center for Real Estate Development).

Section 3. Dental Coverage

Employees shall be eligible to enroll in the MIT Graduate Student Dental Plan. If an employee elects to enroll in this plan, MIT shall cover the same portion of the cost of the employee's individual premium as that of MIT benefits-eligible staff. The enrollment period for the Graduate Student Dental Plan shall be no less than one (1) month.

Consistent with the cost share in preceding paragraph, MIT shall reimburse employees who enrolled in the Graduate Student Dental Plan for academic year 2023–2024. MIT will also make reasonable efforts to work with the third-party insurer of the Graduate Student Dental Plan to create an additional open enrollment period for the 2023–2024 academic year only. In the event an additional open enrollment period is created, the premium costs and other terms of the Graduate Student Dental Plan may be different for those employees who enroll during the additional period, per requirements of the third-party insurer.

Section 4. Vision Coverage

Within six (6) months following ratification of this Agreement, MIT shall offer a benefit plan to employees that covers the cost of eyeglasses or contact lenses. The benefits shall be comparable to those offered to MIT benefits-eligible staff. Employees shall be eligible to enroll in the plan under the same terms offered to benefits-eligible staff of the Institute. The employee will pay the full cost of any premiums associated with the plan. The enrollment period for this benefit plan shall be no less than one (1) month.

ARTICLE 24 – LEAVES OF ABSENCE

Section 1. Scope of Article

This Article provides certain leaves of absence from an employee's appointment obligations. This Article does not cover leaves from an employee's academic program at MIT; such leaves are subject to further MIT policies and processes that are not part of this Agreement.

Section 2. Sick Time

Employees have a right to paid sick leave during their appointment periods. Employees on 100% effort appointments will be eligible for up to twenty (20) hours of sick time for each appointment period, subject to a forty (40)-hour aggregate sick time cap in any twelve (12)-month period. Employees on partial appointments will be eligible for a prorated amount of sick time and will be subject to a prorated cap. These sick time amounts will be available to employees at the start of their appointments and will not be accrued. Employees must inform their supervisors of their need for sick time as soon as possible. Employees are permitted to use sick time in increments of fifteen (15) minutes or more, for any of the following reasons, consistent with the Massachusetts Earned Sick Time law:

A. The employee's own illness or medical and dental appointments;
B. The illness of a member of the employee's family or a medical or dental appointment for such a family member; or
C. During a leave related to domestic violence, as specified in MIT Policies and Procedures 7.5.7, Leaves of Absence for Victims of Domestic Violence.

Unless stated otherwise above, MIT will apply the terms and procedures of MIT Employment Policy Manual 4.3.8, Sick Time Under Massachusetts Earned Sick Time Law, to employees using sick time under this Section.

Section 3. Family and Medical Leave

Employees shall be eligible for up to twelve (12) weeks of leave, in any twelve (12)-month period, for the following reasons:

A. The employee's own serious health condition, as defined by MIT Employment Policy Manual Section 4.3.6;
B. An employee's bonding with a new child, within six (6) months of the child's birth, adoption, or foster placement, and as otherwise consistent with MIT Employment Policy Manual Section 4.3.6; or
C. To care for a family member of the employee who has a serious health condition, as those terms are defined in MIT Employment Policy Manual Section 4.3.6.

Whenever possible, such leave should be requested at least thirty (30) calendar days in advance of the start of the leave, or as soon as practicable. The leave will not continue beyond the end date of the employee's appointment.

Any paid leave benefits described in this Article shall run concurrently with leave provided in this Section, to the extent of any overlap. An employee will be eligible for a maximum of twelve (12) weeks of leave under this Section in any twelve (12)-month period, regardless of the number of qualifying events. The employee must follow MIT policies and procedures for requesting and documenting leave requests, providing notice, and other procedural matters.

During an approved leave under this Section, employees will not receive salary payments, unless otherwise provided under this Article, but will continue to receive tuition remission and health insurance coverage at the same rate as their appointment would have provided.

Section 4. Childbirth and Parental Accommodation

MIT will maintain its Childbirth Accommodation program for graduate students. Under this program, eligible employees giving birth to a child are eligible for two (2) months of leave. An employee who is a birth parent is eligible for both this Childbirth Accommodation and the Parental Accommodation below.

MIT will maintain its Parental Accommodation program for graduate students. Under this program, eligible employees who will become parents (including through birth, adoption, foster care placement, court order, or surrogacy) are eligible for one (1) month of paid leave following the birth or adoption/placement event. In addition, qualifying employees who are parents will be eligible for an additional four weeks of leave paid at an amount equivalent to the state formula rate as defined by MIT Employment Policy Manual Section 4.3.6.

Parental Accommodation must be taken within six (6) months of a new childbirth or placement. If each parent is an MIT graduate student, then each is eligible for Parental Accommodation. Employees expecting multiple children may take the above Parental Accommodation leave benefit for each child but will only receive salary and benefits continuation for one (1) month plus four (4) weeks per employee.

During an approved Childbirth Accommodation or Parental Accommodation, employees will continue to receive pay and benefits (tuition, salary/stipend, and health insurance, if applicable) at the same rate as their appointment would have provided, except as provided above.

Section 5. Bereavement Leave

Employees may be absent without loss of pay or benefits for up to five (5) business days when called for by a death in the family. In circumstances of logistical difficulty, severe emotional distress, or religious observance, a longer unpaid absence may be requested. However, if an employee has vacation available, they may use this time in order to be paid. Such requests for use of vacation will not be unreasonably denied.

For the purpose of this Section only, "family" shall mean father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, domestic partners and their immediate family (parent or child), sister, brother, child, spouse, grandparent, grandchild, stepfamilies, or member of the household.

Section 6. Professional Development Leave

Employees may, upon approval by both their research supervisor and academic advisor, take unpaid leaves of absence for reasonable educational or professional development opportunities that advance their education goals. These may include but are not limited to full-time professional internships or short-term teaching or research appointments at another institution.

Section 7. Jury Duty

Employees summoned to serve on a jury or required by subpoena to appear as a witness in court are paid by the Institute the difference between any fee received from the court and the employee's normal base pay, up to the employee's total regularly scheduled hours per week, for the time period involved.

In order to receive this pay differential, the employee must have been hired prior to receiving notice to appear in court, must inform the supervisor of their intention to be absent from work, and must present a certified statement of earnings from the court for the period of service.

As court duty often does not require a full-time commitment, employees are expected to report to work on days or reasonable portions of days when attendance in court is not required.

An employee is not paid for witness duty when they are a party to the action.

Section 8. Military Leave

MIT shall comply with any applicable state and federal laws governing military service and leaves.

Section 9. Immigration Leave

Employees may be absent for up to three (3) business days per twelve (12)-month period, without loss of pay or employment benefits, in order to attend appointments and/or hearings scheduled with federal immigration officials or the US Department of State with respect to immigration or citizenship status of the employee or the employee's family. A longer unpaid absence may be requested. However, if an employee has vacation time available, they may request to use this time in order to be paid. Such requests for use of vacation will not be unreasonably denied.

For the purposes of this provision, "family" shall mean mother, father, child, or spouse.

Section 10. Holidays

MIT sets the academic calendar each year and designates official MIT holidays. Employees are eligible for time off on Institute holidays on which they are scheduled to work, without loss of pay or benefits.

During a designated holiday, employees may be required to conduct work only when determined to be necessary by their supervisor. The supervisor shall discuss the necessity of such work with the employee in advance, unless such work is already specified in the appointment letter.

MIT will maintain Policies and Procedures 9.12.2, Student Absence for Religious Observances, and apply the same to employees. If an employee is not able to make up any missed time under said policy, the time off will be unpaid or, subject to Section 11 of this Article, may be taken as vacation time.

Section 11. Vacation

Employees shall be entitled to five (5) vacation days per full appointment period (September 1–January 15, January 16–May 31, June 1–August 31), up to a maximum of fifteen (15) vacation days within a twelve (12)-month period, without loss of pay or benefits. Vacation scheduling must be requested and approved in advance by an employee's supervisor(s). Teaching assistants should normally not take vacation during times when they have duties to fulfill as specified in the appointment letter. Any unused vacation days may not be carried over to the following appointment period and shall be forfeited if not used within the applicable appointment period.

Section 12. Union Leave

A maximum of five (5) employees per academic year shall each be entitled to unpaid leaves of absence for contiguous Fall, Spring, and Summer terms for Union business. The Union shall pay for the salary, medical premiums, and tuition for employees continuing as students during this leave.

The Union shall have the option to request that employees on union leave be considered half-time employees of MIT, with a half-time (i.e., ten [10]-hour per week) appointment. MIT shall make reasonable efforts to identify such half-time appointments and, in the event an employee is offered and accepts such an appointment, MIT shall cover half of the students' salary, tuition, and medical premiums, as set forth in this Agreement, for the duration of the appointment. Employees may receive advanced authorization from their academic and research supervisor(s) regarding the availability of a half-time appointment. In the event a half-time appointment is awarded, the employee will not be considered to be on an unpaid leave of absence.

Section 13. Union Conferences

A maximum of twenty (20) employees per academic year shall be eligible to use vacation time to attend union conventions, conferences, meetings, and training or to conduct other Union business. Any such leave shall not exceed ten (10) consecutive days per employee. The Union shall provide MIT with a list of employees intending to seek leave under this Section at least thirty (30) calendar days before the start of the event.

Section 14. Personal Leave

Leaves of short duration for personal reasons not otherwise covered by this Article may be granted at the discretion of the employee's supervisor and are to be negotiated in good faith on a case-by-case basis. The duration of a leave under this Section will typically be up to two (2) weeks and shall not exceed four (4) weeks. During such leaves of absence, employees shall retain all salary and benefits.

Section 15. Reinstatement after Leave

Upon returning from a leave, the employee shall be restored to an appointment as research assistant, teaching assistant, or instructor G or shall be otherwise supported by MIT with equivalent funding.

No employee shall be discriminated or retaliated against in their employment for taking a leave of absence.

Section 16. Special Considerations for International Employees

International employees may, as a result of their visa status, face additional restrictions on their use of certain leaves in this Article and may require additional approvals before taking such leaves or engaging in outside activities while on leave. This is the case if the leave would impact the employee's ability to maintain full-time enrollment as a student and/or would require authorization for non-MIT employment. In such cases the employee shall consult with their International Students Office (ISO) advisor, and the ISO advisor shall provide information to the employee on how their leave plans may affect their immigration status.

ARTICLE 25 – CHILDCARE

Section 1. Grant for Graduate Students with Children

MIT shall maintain its Grant for Graduate Students with Children program. This is a need-blind grant program available to employees who are full-time students in MIT PhD programs. Master's students who are eligible for summer tuition remission are also eligible for the grant. Details regarding application, deadlines, eligibility, and other matters are contained in the program documentation.

The grant amounts for the 2022–23 academic year are $6,500 for one (1) dependent child, $7,500 for two (2) dependent children, and $8,500 for three (3) or more dependent children. MIT will maintain these funding levels for the life of this Agreement.

Section 2. Supplemental Grant for Employees with Dependent Children

In addition to the above grants, effective as of the next full appointment period following ratification of this Agreement or thirty (30) days after ratification of this Agreement, whichever is sooner, MIT will award supplemental needs-based grants to eligible employees with dependent children, up to $10,000 beyond the need-blind Grant for Graduate Students with Children for each academic year. Employee eligibility for this program will match the eligibility rules for the Grant for Graduate Students with Children program. Determination of the amounts of such grants will be left to the discretion of MIT following a needs analysis that considers factors including number of children, family income, and individual circumstances.

MIT will publish details regarding application processes, appeals, and other administrative matters on or before the effective date of the program.

Employees are not normally eligible to obtain simultaneous grants from both this fund and the Doctoral Long-Term Financial Hardship Fund.

Section 3. MIT Childcare Program Access

Employees are entitled to apply for enrollment in one of MIT's Technology Childcare Centers and will be afforded Level 1 enrollment priority, in accordance with MIT's policies and procedures.

Section 4. Backup Childcare

Employees are eligible for MIT's Backup Childcare program, consistent with the terms of the program. Eligible employees can request up to fifteen (15) days of backup childcare per fiscal year (July 1–June 30), before date of graduation, at a rate of $5 per hour for in-home care and $10 per hour for in-center care.

Section 5. Communication about Childcare Resources

MIT shall provide information to all employees and incoming employees about the benefits and programs provided in this Article.

If MIT's Office of Graduate Education becomes aware that an employee is a parent or is soon to become one, it shall provide the employee with information about the applicable leave benefits and programs provided in this Article.

ARTICLE 26 – EMPLOYEE ASSISTANCE

Section 1. Support for International Employees

Effective upon ratification of this Agreement, international employees on F and J student visas shall each receive a one-time lump sum of $1,200 that they may use to pay for various fees and costs associated with their international status. Incoming international employees on F and J visas will also receive a one-time lump sum of $1,200 during their first semester at MIT.

Section 2. Emergency Hardship Funds

Employees shall be eligible for the Graduate Student Short-Term Emergency Fund and for Doctoral Long-Term Financial Hardship Funding, consistent with the terms of those programs. Applications for such funds shall be reviewed in a timely fashion and on a case-by-case basis.

Section 3. MIT Graduate Assistance and Information Network Program

Employees are eligible to participate in the MIT Graduate Assistance and Information Network (MIT GAIN) program, which provides life management resources from MyLife Services.

Section 4. Tax Assistance

It is acknowledged that MIT cannot provide legal, accounting, or tax advice or services to employees. MIT shall offer tax workshops every tax year, including one at the start of each academic year. The recordings and other relevant materials from these workshops shall be made available online. MIT shall maintain a page on its website regarding frequently asked questions about tax and shall notify employees of the webpage. MIT shall maintain a list of tax attorneys and agencies for referral.

MIT shall also offer web-based tax software designed for employees who are nonresidents for tax purposes.

ARTICLE 27 – COMMUTE SUBSIDIES

Section 1. Parking

Employees who are eligible for MIT commuter parking shall be assessed the daily Student Commuter rate, up to the established cap for student commuters, which resets each July. These employees shall have access to the facilities provided for student commuters as determined by MIT.

Employees living on campus who are eligible for parking shall be assessed the monthly Campus Resident rate.

Employees may request the same or similar parking access as MIT faculty and staff in their department, consistent with Article 17, Section 12, Parking Access, and if it is granted, a daily rate and annual cap equal to those for MIT faculty and staff shall apply. Until such access is granted, employees shall maintain their student commuter parking access, and in such cases, the daily rate and annual cap shall remain equal to the Student Commuter rate.

MIT shall provide information to all incoming employees about their parking options, the online parking portal, and the amenities available in each lot.

If regular transport via personal vehicle is necessary for research, on or off campus, parking fees shall be reimbursed consistent with MIT policies and in accordance with Article 17, Section 7, Expenses and Reimbursement.

Section 2. Transit

MIT will maintain the Student T-Pass Program, which provides eligible employees with a subsidized MBTA local public transit pass (or "T-pass") that is available in a variety of options either monthly or as a semester bus and subway pass. Effective upon ratification of this Agreement, the 50% subsidy will be increased to 70%.

Section 3. Bicycling

MIT shall maintain its Bluebikes Bike Share Membership Benefit, which provides employees with subsidized annual Bluebikes memberships (currently $45 for a regular cost of $119). MIT shall continue to subsidize this benefit for employees at the same level it subsidizes the benefit for MIT faculty and staff.

ARTICLE 28 – DURATION

This Agreement shall become effective upon ratification and shall remain in full force and effect until 11:59:59 PM, May 31, 2026, and thereafter for successive one (1)-year periods, unless terminated by either party sending to the other party written notice of the proposed termination at least sixty (60) days prior to the expiration date or unless the Agreement is extended by mutual written agreement. Notice of termination may be submitted by certified mail or email with a read receipt attached.

For the Union:

DocuSigned by:
Carl Rosen
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Carl Rosen

DocuSigned by:
AJ Miller
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AJ Miller

DocuSigned by:
Ajay Brahmakshatriya
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Ajay Brahmakshatriya

DocuSigned by:
Belinda Zou Li
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Belinda Li

DocuSigned by:
BreAnne Fleer
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Chelsea Spencer

DocuSigned by:
Christian Cmehil-Warn
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Christian Cmehil-Warn

DocuSigned by:
Daniel Magley
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Daniel Magley

DocuSigned by:
Felicia Rodriguez
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Felicia Rodriguez

For the Institute:

Nicholas DiGiovanni

Ian Waitz

Genevieve Aguilar

Anthony Moriello

Lauren Pouchak

Lianne Shields

Ahsan Ali

Ellen McClintock

Mariucy Tejada

DocuSigned by:

21F2BB5F96014B8...

Hanna Mularczyk

DocuSigned by:

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JS Tan

DocuSigned by:

June Stenzel

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June Stenzel

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Leah Wallach

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Maggie Hughes

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Mak Kirkman-Davis

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Mingjia Chen

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Nishad Gothoskar

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Rahul Jayaraman

DocuSigned by:

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Reca Sarfati

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Ricardo De Levante

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Robert van der Drift

DocuSigned by:

Chen, Sihan

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Sihan Chen

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Sneha Kabaria

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Sneha Kabaria

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Sophie Coppieters 't Wallant

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Sophie Coppieters ‘t Wallant

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Stefan Borjan

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Stefan Borjan

Dated: February 28, 2024 | 11:25:00 AM PST

Dated: _____

APPENDIX 1 – WAGE RATES

Effective June 1, 2023:

Classification	Monthly	Annual (12-mo.)	High Range (+15%)
RA, doctoral @ 5.4%	$3,995	$47,936	$55,126
RA, master's @ 5.4%	$3,649	$43,787	$50,355
TA, doctoral @ 5.4%	$4,088	$49,062	$56,421
TA, master's @ 5.4%	$4,088	$49,062	$56,421
Instructor G @ 5.4%	$4,702	$56,421	$64,884

Effective June 1, 2024:

Classification	Monthly	Annual (12-mo.)	High Range (+15%)
RA, doctoral @ 3.5%	$4,134	$49,614	$57,056
RA, master's @ 3.5%	$3,777	$45,320	$52,118
TA, doctoral @ 3.5%	$4,232	$50,779	$58,396
TA, master's @ 3.5%	$4,232	$50,779	$58,396
Instructor G @ 3.5%	$4,866	$58,396	$67,155

Effective June 1, 2025:

Classification	Monthly	Annual (12-mo.)	High Range (+15%)
RA, doctoral @ 3.25%	$4,269	$51,226	$58,910
RA, master's @ 3.25%	$3,899	$46,793	$53,812
TA, doctoral @ 3.25%	$4,369	$52,429	$60,293
TA, master's @ 3.25%	$4,369	$52,429	$60,293
Instructor G @ 3.25%	$5,024	$60,293	$69,337

APPENDIX 2 – MEMORANDUM OF AGREEMENT ON ACADEMIC PROGRESS

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA
LOCAL 256 (MIT GSU)

and

MASSACHUSETTS INSTITUTE OF

TECHNOLOGY

Memorandum of Agreement

Background:

The United Electrical, Radio and Machine Workers of America, and its affiliate UE Local 256 (MIT GSU) (hereinafter called "the Union"), represents certain graduate student-employees at the Massachusetts Institute of Technology ("MIT" or "the Institute"). The parties are negotiating a Collective Bargaining Agreement ("CBA"), which contains a Discipline and Discharge Article. The Union has sought to include procedures and requirements for discipline and/or discharges stemming from students' academic performance, which would allow represented student-employees to grieve academic evaluations and decisions insofar as they result in discipline or discharge from employment. MIT maintains that academic matters such as this are non-mandatory subjects of bargaining and should neither be subject to the grievance process nor contained in the parties' CBA. However, MIT agrees that the Institute, the represented student-employees, and other graduate students would benefit from processes to be used to receive, evaluate, and resolve student appeals of departmental and program recommendations for students who fail to meet minimum academic standards.

In the interests of advancing cooperation and good relations between the parties, MIT and the Union agree to the following:

1. Within the first twelve (12) months following ratification of the CBA, MIT shall publish procedures to be used by the Graduate Academic Performance Group (GAPG) to receive, evaluate, and resolve student appeals of departmental recommendations for students who fail to meet minimum academic standards.
2. The published procedures shall incorporate the following principles:
    a. All graduate students shall be provided with the criteria for satisfactory academic progress in their graduate degree program.
    b. A written warning notifying a graduate student of failure to maintain satisfactory progress toward a degree shall be provided in advance of dismissal from their graduate program.

    c. A reasonable opportunity and plan through which the graduate student may feasibly reestablish good academic standing shall be provided prior to academic dismissal.
    d. If relevant, a Notification of Dismissal with a written explanation shall be issued to any student dismissed for academic reasons.
3. Additionally, the Office of Graduate Education will establish and publish procedures to provide oversight of voluntary student withdrawals and refer cases to the GAPG as appropriate.
4. During the process of establishing the procedures in 1–3 above, MIT shall provide the Union with reports on the progress of this process and current status of these procedures no less frequently than once every three (3) months. The Union shall have the right to offer feedback on the procedures to MIT.
5. Neither the published procedures nor the application of such procedures shall be subject to the CBA's grievance and arbitration processes.
6. The parties acknowledge that this Memorandum does not set a precedent for any other matters.
7. By offering and signing this Memorandum, MIT does not in any way concede that such academic matters constitute mandatory subjects of bargaining.