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Communication from your Amazing Labor Team

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Today's communication is brought to you by the letters G-E-U, and the number 17.

●AA has recently received several inquiries regarding the interpretation of language contained in the GEU CBA. As the designated Labor Representatives for Academic contracts, please consider this communication, our official interpretation of the following language.

Current Contract Language for Interpretation:

Article 17, Section 17.1.2:

If an individual who has accepted a GA appointment fails to enroll by the last day to add courses for the term, *withdraws*, or otherwise fails to maintain academic eligibility in a graduate program, the University *may*, at its sole discretion and not subject to appeal under the Grievance and Arbitration Procedure of Article 10, cancel the assistantship appointment. If a GA is unable to meet these criteria *because of extenuating circumstances*, including but not limited to illness, injury, family emergency, or travel restrictions, the University will endeavor to accommodate these circumstances.

Question: Who is authorized to approve accommodations due to extenuating circumstances?

For purposes of consistency and, hence, fairness, for this section we interpret the term "the University" to mean as *"The Graduate School, in consultation with the Department or Unit, and with guidance from OAA and HR as requested by the Graduate School."*

Article 17, Section 17.1.4:

Assistants who are determined ineligible for a GA appointment after the start date of their appointment shall be paid in full for all work performed on a pro-rata basis.

Question: If a GA is determined to be out of compliance with eligibility requirements (9 credits of registration, satisfactory performance) midway through the academic term, will their employment (GA'ship) be terminated at that point, i.e., in the middle of the term? 17.1.4 seems to allow for this, but are we actually going to do this?

The University expects a GA to be actively engaged in their academic work and making adequate academic progress in their program in accordance with applicable policies (including approved requests for accommodation, remediation plans, etcetera). So long as this is the case, the employing unit need not terminate a GA's employment in the middle of the academic term if the GA falls below 9 credits of registration during the academic term. If a unit has concerns about a GA's eligibility to continue to work, is unsure how to address a complicated issue, and/or wants to terminate the employment in the middle of an academic or employment term, they should seek guidance from ●AA.

Question: What happens if a GA has one (or more) Incompletes at the end of the term? **How should I respond?**

As stated above: As long as a GA is making adequate progress – in accordance with applicable policies, approved requests for accommodation, we won't typically terminate a GA'ship for one or two Incompletes.

Article 20, Section 20.4.4

20.4.4 - Should a Graduate Assistant be awarded tuition remission from sources outside of their assistantship, the GA will be granted tuition remission equal to the sum of all remissions for which they are eligible, not to exceed the total tuition charge for the credits for which they are registered during the term of employment.

1. What money is applied first?

The unit offering the assistantship must always offer the minimum tuition remission under the CBA in all offers of employment; however, if a GA is eligible for tuition remission *and* has money from an outside source – it is the student's decision on which dollars to apply first. For Laurels awards, the Graduate School will contact students who have both a GA and a Laurels to explain options. For other types for funds, the GA will need to contact the appropriate office that administers the alternate funds (most likely Financial Aid).