

AGREEMENT

Between

**TEACHERS AND RESEARCHERS UNITED
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF
AMERICA (TRU-UE)
LOCAL 197**

And

JOHNS HOPKINS UNIVERSITY

March 29, 2024 - June 30, 2027

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ARTICLE 1 - AGREEMENT

This Agreement is entered into this 29th day of March, 2024 by and between Johns Hopkins University (hereinafter called the University or JHU) and the United Electrical, Radio and Machine Workers of America, and its affiliate, UE Local 197 (hereinafter called the Union).

ARTICLE 2 - RECOGNITION

The University 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 University PhD programs who are employed to provide instructional or research services, including teaching assistants, research assistants, and fellows, but excluding undergraduate students and non-degree seeking graduate students of JHU, postdoctoral fellows, students who receive no compensation, wages, or paid healthcare benefits from the University, students who have full-time appointments as faculty or staff at the University, 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 PhD workers in these aforementioned positions.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

Section 1. Application

Nothing in this Article will have any direct impact on an employee's status as a student of the University.

Section 2. Union Membership

Subject to applicable law, all employees of the University 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 will, as a condition of employment, remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, or agency fees, uniformly required, is concerned.

Subject to applicable law, all present employees who are not members of the Union and individuals hired after the effective date of this Agreement will, as a condition of employment, beginning on the sixtieth (60th) calendar day following the effective date of this Agreement or the sixtieth (60th) calendar 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, or agency fees, uniformly required, is concerned.

Section 3. Deduction of Dues

(a) Payroll Deduction Authorization. Employees covered by this Agreement who receive compensation in the form of stipends or wages may elect to have deductions for dues, fees, or voluntary contributions to UE Local 197 made from their compensation by submitting an authorization form as provided for in Section 3(b), executed by the employee and submitted to UE Local 197.

(b) Deduction and Transmission of Dues. The University will make payroll deduction for union dues or service fees for employees who authorize the deductions in the amount designated in writing by the financial officer of UE Local 197. The deductions will be made from employees' paychecks for each pay period, provided that the employee is receiving a sufficient amount of compensation in that paycheck. The deductions will commence on the payday following the date the University's HR Shared Services receives the authorization from the Union. The University will remit the amounts deducted to the financial officer of UE Local 197 at the address provided in writing by the Union or by electronic deposit on a monthly basis, no later than the tenth (10th) calendar day of each month. The University will include a complete editable digital list that includes each employee's name, current wage rate, and the amount deducted from each employee.

(c) Form of Deduction Authorization. The University will honor deduction authorizations using forms that are furnished to employees by the Union. In the event the Union alters the authorization form in any manner, it agrees to submit the revised form to the University for its review at least thirty (30) calendar days prior to the effective date of such new form.

Section 4. Indemnification

The Union will indemnify and hold the University, its Board of Trustees, and agents, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability, or damages that arise out of or by reason of any action taken by the University in compliance with any of the provisions of this Article, except as provided in this Section. The Union assumes full responsibility for the disposition of monies deducted under this Article as soon as they have been remitted by the University to the Union.

ARTICLE 4 - SCOPE AND MANAGEMENT RIGHTS

Section 1. Scope of Agreement

The University and the Union understand and agree that members of the Union are employees whose responsibilities include academic work, and that the following are academic matters within the University's discretion and are not subject to bargaining except as modified by this Agreement:

- A. Conditions, requirements, and decisions related to the admission of students to PhD programs. The University recognizes that individual departments or programs may involve employees in the admissions process; however, this is not a subject of bargaining;
- B. Degree requirements including but not limited to: (1) course requirements, including all course-related exams and assessments; (2) program and University exams; (3) dissertation or theses standards and requirements;
- C. Decisions regarding the academic calendar, who is taught, what courses are taught and their instructional delivery methods, academic standards, faculty employment and appointments, and how faculty are managed and evaluated;
- D. Course registration policies, content and syllabi, prerequisites and requirements, and grading and other course- and program-related assessments for bargaining unit member participation in the course as a student;
- E. The receipt of academic credit and all university-administered credentials of a member of the bargaining unit;
- F. Merits, necessity, or organizational structure of any academic unit, division, department, program, or course established by the University;
- G. Academic governance/administration, policies, procedures, rules, systems and technology, and regulations in regard to employees' status as students including but not limited to: program accreditation and academic compliance, academic records and reporting, assessments as they pertain to a bargaining unit member's status as a student enrolled in a course or completing University exams or other degree requirements, and academic misconduct alleged in connection with employees' status as students;
- H. Decisions regarding obtaining, maintaining, and administering external grants and contracts from federal or state government or private entities on which a University faculty member serves as the principal investigator or other responsible party, including application, selection, funding, administration, usage, accountability, and termination;
- I. Decisions regarding the amount of tuition charged for all programs; and
- J. Matters including the governance and administration of departmental, school, and university-wide scholarship programs, cohort-programs, financial aid, and related initiatives.

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

Section 2. Management Rights

Management functions, rights, and prerogatives that have not been modified or restricted by a provision of this Agreement are retained and vested in the University and may be exercised by the University.

Such management functions, rights, and prerogatives include the right:

- A. to determine, establish, direct, and control the University's mission, objectives, priorities, programs, locations, operations and resources;
- B. to recruit and appoint employees and to determine the size and composition of the workforce, including the number of students appointed as research assistants, teaching assistants, fellows, or in any other capacity each semester/term;
- 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 determine reasonable processes and criteria by which employees will be evaluated in their work performance;
- F. to establish and modify reasonable rules, regulations, and policies from time to time, including standards of performance and conduct;
- G. to alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
- H. to determine the academic calendar, including the designation of University holidays and recess periods;
- I. to subcontract any or all unit operations unless such subcontracting of work is done to reduce or eliminate bargaining unit employees;
- J. to determine who is responsible for performing work;
- K. to select all insurance carriers and to change carriers and plan coverage from time to time provided that the University continues to provide health benefits that are substantially comparable or better;
- L. to require background checks as requested by the University and/or as required by applicable law, contract, or grant as a condition of employment at no cost to the employee;
- M. to establish new classifications and to determine job content;
- N. to introduce new or improved service, testing and maintenance methods, materials, technology, machinery, and equipment; and
- O. to take all necessary actions to carry out the University's mission in emergencies, such as a public health emergency, attack, extreme weather or other natural disasters.

Section 3. Effect and Recognition

Any exercise of management or academic rights will be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a management right will be subject to the Grievance and Arbitration procedures of this Agreement unless the exercise of

such right violated a provision of this Agreement. The Union reserves the right to bargain the impact of exercising management rights on the terms and conditions of employment. The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, will not be considered a waiver of the University's right to exercise such right, prerogative, or function.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

Section 1. During the term of this Agreement, the Union, its officers, agents, and representatives, will not authorize, participate in, or sanction any strike, sympathy strike, slowdown, or work stoppage of the University or any of its facilities.

Section 2. The failure or refusal on the part of any employee to comply with the provisions of this Article will be cause for discipline.

Section 3. In consideration of the Union's commitment as set forth in Section 1 of this Article, the University will not lock out employees during the term of this Agreement.

Section 4. In the event of an alleged violation of Section 1 or Section 3 of this Article to which Section 4 of this Article is applicable, the University or the Union, respectively, may apply to a court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

Section 5. Upon notice from the University of any employee's violation of Section 1, the Union will, as soon as reasonably possible, do all of the following:

- (a) Go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current labor agreement and direct that the participants return to work and/or cease all actions in violation of this Agreement.
- (b) Advise the Office of Labor Relations of Johns Hopkins University and Human Resources Department of Johns Hopkins University that such action by employees has not been called by the Union.

ARTICLE 6 - UNION RIGHTS

Section 1. Union Access

The Union shall not be prohibited from communicating with members of the bargaining unit using their University-provided email addresses and any listserv the Union has or establishes on the University system. In using any University email addresses or listserv, the Union will comply

with all applicable University policies and terms of use including, but not limited to, the University Acceptable Use and Security of Johns Hopkins Information Technology Resources, with the understanding that the Union does not have to seek prior University approval before sending communications. The Union shall maintain control over the Union listserv and the University shall not control the information that is disseminated from the Union listserv other than to ensure compliance with University policy, if needed.

The Union and its agents, including but not limited to stewards and elected local officers, shall have reasonable access to University facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted. Union representatives shall comply with applicable University policies on access to the campus and relevant health, safety, and national security regulations. The Union recognizes that it may be required to have an escort approved by the University in order to access certain secured areas.

Section 2. Meeting Space

For the purpose of administering this Agreement, the Union shall have reasonable access, at no cost, to reserve and use space in University buildings upon application to the appropriate University authority. The Union agrees to comply with University procedures regarding the use of such facilities.

Section 3. Bulletin Boards

The University shall furnish the Union with bulletin board space in University buildings where teaching and research typically occurs. All locations will be disclosed to the Union in the format of a PDF document and this PDF will be updated at the start of each Academic Year. 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 recognizes its obligation to use these spaces in a responsible manner.

Section 4. Communication of Agreement

Following ratification and approval by the parties, the University shall prepare a digital version of this Agreement, distribute it to the Union, and publish the Agreement on a designated website, on <https://provost.jhu.edu/education/graduate-and-professional-education/phd-union/>.

Section 5. Stewards and Other Representatives

- (A) Employees elected as stewards, local officers, or otherwise designated by the Union to represent it for the purposes of bargaining with the University shall be permitted reasonable time to investigate, present, and process grievances, attend meetings with the University, and/or complete their bargaining duties on University property during time

that they would normally be carrying out duties related to the work appointment and shall not be considered time off from work, so long as it does not unreasonably disrupt University operations and they are able to make up the work. Employees will provide reasonable notice to their supervisor.

- (B) The Union shall furnish the University with a full list of Union stewards as soon as they become available, but not later than October 15th of each academic year. The Union shall also inform the University of any changes to the stewards list as they become available.

Section 6. Orientation

If a Division, School, Department, or Program holds an in person or synchronous, collective virtual orientation for bargaining unit employees at the start of their employment, the Union will be given an opportunity to provide information to bargaining unit employees in attendance during that orientation in the same manner and to the same extent that student groups participate in these orientation programs.

- (A) The University shall notify the Union of such orientations no later than twenty-one (21) calendar days in advance of each orientation.
- (B) The Union shall be allowed to distribute union materials at such orientation.
- (C) The Division, School, Department or Program holding the orientation shall not require bargaining unit employees' presence elsewhere during this time.

If a Division, School, Department, or Program provides an asynchronous virtual orientation for bargaining unit employees at the start of their employment, the Union may provide content to be included in the materials provided to bargaining unit employees in connection with such orientation. The materials provided by the Union must be formatted in a manner acceptable to the Division, School, Department, or Program.

During recruitment events for admitted PhD students on campus, the University will not prevent the distribution of Union information.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 1. General

No employee will be disciplined or discharged from their employment with the University except for just cause. Discipline may include, but is not limited to, verbal warnings, written warnings, unpaid suspensions or discharge from employment. Discharge for the purposes of this Article means 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 12 (Appointment Security).

The University's decision not to offer another appointment or a reappointment to an employee during their period of guaranteed funding is subject to the just cause standard if the decision is based on the employee's employment-related misconduct or performance. The University's decision not to offer a supplemental appointment to an employee in excess of any guaranteed funding is not subject to the just cause standard unless the decision is based on the employee's employment-related misconduct or performance. For employees without guaranteed funding, the University's decision not to offer an appointment is not subject to the just cause standard unless the decision is based on the employee's employment-related misconduct or performance.

The principle of progressive discipline will be applied in disciplinary cases. The following are the general steps of progressive discipline: verbal warnings, written warnings, suspensions or discharge from employment. However, the University may impose discipline based on the nature, seriousness, and frequency of the employee's actions subject to the just cause standard. The University may choose to repeat steps of discipline.

Employees will be held to specific expectations for satisfactory work performance. A department will not discharge an employee during the period of an appointment for poor work performance without having given the employee a written warning that identifies the manner in which the employee's work performance is unsatisfactory and the areas in which improvement must occur. The employee will be given a reasonable period of time, based on the nature and extent of the poor work performance, to improve their performance before being discharged from employment for poor work performance.

In addition to issuing disciplinary action, the University may also include reasonable remedial measures, when appropriate, with which the employee is expected to comply. The remedial measures will be rehabilitative rather than punitive.

Before discipline is imposed, the employee will be provided an opportunity to offer their account and an explanation of the events or conduct that form the basis of the disciplinary action in a manner consistent with Section 5 (Investigatory Interviews) of this Article.

Section 2. Scope

Discipline as used in this Article refers to employment actions taken involving job-related misconduct or job-related poor performance. Academic decisions cannot be used as a form of discipline or retaliation.

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, or academic dishonesty are not covered by this Article and are not subject to the grievance and arbitration procedures of this Agreement.

Discipline as used in this Article also excludes any actions taken as a result of violations of academic policies, including research misconduct (e.g. fabrication and falsification), that arise outside the context of an employee's employment with the University. Such matters will be dealt with through relevant University policies and procedures and are not subject to the grievance and arbitration procedures of this Agreement.

Section 3. Suspensions Pending Investigation

The University may suspend an employee with pay, or, in the case of hourly employees, without pay, in order to investigate allegations of serious misconduct. A suspension pending investigation may warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises. If an hourly employee is suspended without pay and the University determines that the employee did not commit an offense warranting suspension or discharge, the employee will receive back pay for the period of the investigatory suspension based on the terms of their appointment letter. Back pay will be remitted within a reasonable amount of time following the end of the suspension. Being placed on investigatory suspension is not itself a disciplinary action and is not subject to grievance procedures in Article 8 (Grievance and Arbitration Procedure) of this Agreement.

Section 4. Discipline and Discharge of Employees

(A) Representation: Any employee may be represented by themselves or, at their option, a Union representative, during any investigative or disciplinary interviews or meetings covered by this Article.

(B) Notification of Discipline and Discharge: If an employee is disciplined or discharged the department or program in which the employee is a member will inform the employee and Union of this in writing.

(C) Employment and International Student Status: During a disciplinary investigation under this Article, an international employee will be notified if there is a reasonable possibility that the events being investigated will lead to discharge from employment. Following an international employee's discharge from employment under this Article, the Office of International Services (OIS) will be notified when there is a final determination of the employee's student status only after all University appeal processes, which do not include the grievance and arbitration procedure under this Agreement, have been exhausted.

(D) An employee may choose to appeal disciplinary action imposed pursuant to this Article through the grievance procedure in Article 8 (Grievance and Arbitration Procedure) of this Agreement.

Section 5. Investigatory Interviews

An employee will 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 discipline under this Article. The University will notify the employee of this right at the time of scheduling the interview. If the employee has not yet permitted the disclosure of their non-directory information to the Union, the employee will have the opportunity to voluntarily sign a FERPA Release Form. In the event the Union steward is not immediately available, the University will wait a reasonable period of time given the circumstances, but in no event longer than five (5) business days, until the steward is available before proceeding with any interview.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances

A grievance is an allegation that the other party has violated this Agreement. The grievance procedure is designed, and it is the intention of the parties hereto, to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest step possible. A grievance may be filed by an employee, a group of employees covered by this Agreement, or the Union.

Section 2. Adjustment of Grievances

Employees are able to adjust an alleged grievance informally between the employee, their Union steward, and the appropriate supervisor. Any aggrieved employee may be represented prior to Step 1 of the grievance procedure by themselves or by a Union steward selected or approved by the Union. Such informal efforts to resolve the grievance will not stay the time limits for filing a grievance as set forth herein.

Step 1: If the grievance is not resolved through informal discussions, the Union shall, within forty-five (45) calendar days following the time at which the aggrieved party could reasonably have been aware of events giving rise to the grievance, commit the grievance to writing. Once a grievance has been committed to writing any aggrieved employee will be represented by a Union steward selected or approved by the Union. The grievance will be submitted on a mutually-agreed upon form.

The Union shall have the right to be present at all steps of the grievance process as a party of interest. No resolution of any individually-processed grievance shall be inconsistent with the terms of this Agreement.

The appropriate Chair or designee shall meet with the grievant and their Union steward, or a Union representative, within ten (10) calendar days and shall give a written decision of the grievance to the parties within ten (10) calendar days after receipt of the written grievance. The

parties agree that grievances, responses, and appeals are considered filed on the date that they are received by a party via email, hand delivery, or U.S. Mail.

Step 2: In the event the grievance is not resolved in Step 1, the decision rendered may be appealed by the Union to the Dean of the School or designee, provided such appeal is made in writing within ten (10) calendar days after receipt of the decision in Step 1. If a grievance has been appealed in Step 2 as described above, the Dean or designee shall set a mutually satisfactory time to meet regarding the grievance to be held within ten (10) calendar days after receipt of the appeal. Within ten (10) calendar days after the meeting, the Dean or designee shall issue a written decision to the Union and the grievant(s).

Step 3: In the event the grievance is not resolved in Step 2, the decision may be appealed by the Union to the Provost, or designee, provided such appeal is made in writing within ten (10) calendar days after receipt of the decision in Step 2. If a grievance has been appealed to Step 3, as described above, the Provost or designee shall set a mutually satisfactory time to hear the grievance within ten (10) calendar days after receipt of the appeal. Within ten (10) calendar days after the meeting, the Provost or designee shall issue its decision in writing to the parties involved.

Section 3. Time Limits

By mutual agreement and/or in the case of extenuating or emergency circumstances, the parties may extend any and all time limits. In the case of a grievance where sexual harassment or sexual assault is an extenuating circumstance, the time limit for the initial filing of the grievance shall be extended to one (1) calendar year following the time at which the aggrieved party could reasonably have been aware of events giving rise to the grievance. Requests to extend a time limit by the employee or Union shall not be unreasonably denied.

Any grievance that is not presented or appealed within the time periods specified in this Article or for which a time limit extension has not been requested and granted shall be understood as waived by the aggrieved party and the Union. The University's failure to respond within the prescribed time periods at any step of the grievance procedure shall be deemed to be a denial of the grievance and shall trigger the start of the time for the Union to proceed to the next step of the grievance process, if it chooses to do so.

Section 4. Emergency or Class Action Grievances

Grievances involving late pay, termination, or a group of employees in more than one department may be initiated at Step 2.

Grievances affecting a class or group of employees in more than one school or division may be initiated at Step 3.

Section 5. Arbitration Procedure

(A) Request: The Union may submit a grievance to arbitration provided that a written notice of intent to arbitrate is delivered to the office of the Provost within thirty (30) calendar days following receipt of the decision in Step 3 of the grievance procedure.

(B) Selection of Arbitrator: Within ten (10) calendar days of the submission of a request to arbitrate, the parties may attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit a Region 7 panel of fifteen (15) arbitrators. Within fifteen (15) calendar days after receipt of the panel, the parties shall alternately strike names, rotating striking first between the Union and the University, and the remaining name shall be the arbitrator selected to hear the grievance. The parties shall promptly notify the arbitrator of their selection.

(C) Hearing: The grievance shall be heard by a single arbitrator. Both parties may be represented by such person or persons as they may choose and 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. Arbitration hearings shall be scheduled as soon as possible, depending upon the availability of the grievant and arbitrator.

(D) Decision: The arbitrator shall issue their decision not later than thirty (30) calendar days from the date of the close of the hearings or, if written briefs are submitted, from the date the final briefs are 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. The arbitrator 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.

(E) Remedy: The arbitrator shall be permitted to determine the remedy if they find a violation of this Agreement, provided that the arbitrator will have no authority to award punitive or exemplary damages. The University shall have the right to credit against any back pay or other economic damages awarded, any earnings or remuneration received by the employee during the period involved. The Union and the employee will provide such interim earning information upon request.

(F) 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 the University and the Union. Any other expenses incurred shall be paid by the party incurring the same.

Expedited Arbitration: Notwithstanding the foregoing, in the event of the termination of an employee, the parties may, but are not required to, agree to allow the case to proceed as

provided by the FMCS procedures for expedited arbitration. To the extent that any of the language in parts (A) through (E) of this Section does not conflict with the FMCS procedures for expedited arbitration, the language in this Section shall govern.

ARTICLE 9 - BARGAINING UNIT INFORMATION

Section 1. Information Shared With Union

To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University shall provide to the Union an electronic file no more than thirty (30) days into the start of each semester containing the following directory information for each employee in the bargaining unit (provided the employee has not elected to restrict disclosure of the information):

- (A) Chosen name;
- (B) University email;
- (C) Local phone number;
- (D) Local mailing address;
- (E) Major field of study;
- (F) Dates of enrollment; and
- (G) Enrollment status.

If the employee affirmatively consents to the disclosure of such information to the Union as provided for in Section 2 (FERPA Release) below, the University will also include the employee's personal email, preferred pronouns, permanent address, date of birth, position classification, dates of employment, visa or work permit type and status (if applicable), race/ethnicity, medical plan enrollment, rate of pay, pay period, and pay basis.

This listing shall be provided to the Union in Excel (.xlsx) format at no cost. This 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 Release

In each employee's appointment letter, the University shall provide a link to a form for the purpose of employees authorizing the disclosure of information to the Union, if they choose to do so (FERPA Release Form). The initial version of the FERPA Release Form, and any material changes to the document, shall be shared with the Union prior to its initial dissemination.

If the Union chooses to do so, it may create a document to be included with the link to the FERPA Release Form that contains the following information to employees for the purpose of facilitating employees completing FERPA Release Forms:

- (A) The Union is the employee's exclusive bargaining representative with respect to employment matters;
- (B) The Union has a legal obligation to represent the employee when they are engaged in bargaining unit work and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the collective bargaining agreement, which covers pay and other terms and conditions of employment;
- (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 an employee's student records, the Union is asking the employee to complete and submit the FERPA Release Form; and
- (D) Contact information of both the Union and the University for the employee to raise any questions about the 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 the Family Education Rights and Privacy Act (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. Aggregate Wage/Hour Data

In addition to the list of bargaining unit members with their directory information, the Union may request each year a list showing the aggregate data listed below for all employees within the bargaining unit. In order to comply with FERPA, this list will not include any personal identifying information for employees. The list will include the following categories of information regarding the bargaining unit:

- (A) Number of bargaining unit employees in each job title;
- (B) Number of bargaining unit employees in each degree program;
- (C) Total pay in the fiscal year (July 1 through June 30) for all bargaining unit employees; and
- (D) Total hours worked in the fiscal year by all hourly bargaining unit employees.

In addition, the University will provide a list of the minimum and maximum pay rates for each department/program.

Section 4. Union Responsibilities

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

Section 5. Access to Records

The University will maintain a record of each employee's appointment letter to a position covered under this Agreement, appointment-related evaluations, or disciplinary action related to such appointment. An employee may review these records upon request and respond to information contained in these records and/or seek correction in accordance with FERPA. Where the employee seeks review of their record in relation to a grievance under Article 8 (Grievance and Arbitration Procedure), the Union steward or representative may be present at the review and examine the documents.

ARTICLE 10 - WORKLOAD

Section 1. Expected Workload

The parties recognize that employees in this bargaining unit are engaged in work of such a nature that the output produced, or the result accomplished, often cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment may vary. No employee shall be required to perform work covered by this Article for more than twenty (20) hours per week on average. This includes but is not limited to, the following activities when required by their appointment: meetings, trainings, office hours, orientations and conferences, and reasonable classroom preparation for employees with teaching assignments. 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 listed above. Assessment of hours required to do a given task should be in good faith, taking into consideration the relevant surrounding circumstances.

The parties recognize that teaching appointments, even when accompanied by course credit and/or required by an employee's academic program, have certain unique features and, as a result, the parties have agreed that teaching activities performed under these appointments are included in the twenty (20) hours of work that may be assigned under this Section. The parties acknowledge that employees will engage in activities contributing to their academic degree including the employee's own academic course work and examinations and the employee's own academic research that are in addition to the twenty (20) hours of work that may be assigned under this Section. Supervisors are expected to consider employees' academic obligations in making appropriate work assignments.

Section 2. Pay for Time Worked

Employees who accept assignments that are paid on an hourly basis will receive pay for all hours worked. As outlined above, this includes but is not limited to classroom time, lab time, time spent preparing for classes, office hours, and any mandatory meetings the University or any employment unit holds.

Section 3. Workload Adjustments

Any employee who reasonably believes their assigned duties require hours that will cumulatively, regularly, or substantially exceed the required hours of effort in Section 1 (Expected Workload) may bring such concerns to their supervisor promptly for discussion and appropriate action. This may include cases where assigned workloads exceed the workload average defined in Section 1 of this Article. The supervisor will discuss such concerns, and, as warranted, make adjustments to workload requirements.

Section 4. Regular Work Hours

The University acknowledges as a general principle that, unless mutually agreed to by the employee and their supervisor and documented in writing, work obligations should be met primarily during regular work hours (typically 8:30 AM to 5:00 PM, weekdays), which may vary by position. The Union acknowledges some work obligations will fall outside of these hours, including such responsibilities as evening or weekend classes, conferences, meetings where participants are in substantially different time zones, and laboratory responsibilities that must be attended to on nights, early mornings, and weekends.

Section 5. Mandatory Meetings

The University will make a good faith effort to provide a virtual or remote option for mandatory meetings that occur outside of regular work hours consistent with Section 4 (Regular Work Hours) for employees unable to attend in person. If the meeting is to take place outside of the employee's regular work hours or regular worksite, they will be given advance notice of the meeting.

ARTICLE 11 - APPOINTMENT DUTIES

Employees covered by this Agreement are expected to assist in research, teaching, or other matters related to the University's academic, research, teaching, or service endeavors. Unless identified in an appointment letter, work assignments will be more academically and/or professionally substantive than administrative, but may involve administrative or service tasks that assist in the overall academic or research endeavor.

Employees shall not be required to perform work outside of the expected duties identified in their appointment letters. No employee shall be required to perform a service for the benefit of any other employee or agent of the University that is personal in nature.

ARTICLE 12 - APPOINTMENT SECURITY

Section 1. Canceled Teaching Appointments

If an employee with a teaching appointment has an assigned course or section canceled, the department or unit will notify the employee at least two (2) weeks in advance of the first day of the appointment semester/term when feasible. In such cases, the employee will be offered an alternative section (or course), if available, that the employee is qualified to teach and that has not been assigned to another individual. In cases where the original appointment is connected to guaranteed funding and there is no available alternative appointment, the employee will continue to receive funding until the end of that term or until a new appointment is available, whichever happens first.

Section 2. Canceled Research Appointments

If an employee's research appointment ends during the term of their appointment, for reasons not related to the employee's performance or conduct such as, the unexpected departure of their supervisor, loss of funding, or the death of a supervisor, the University will provide the employee with one (1) month notice or as much notice as feasible under the circumstances and work with the employee to find work for the remainder of their appointment. In cases where the canceled appointment is connected to guaranteed funding, and no alternate work is immediately available, the employee will continue to receive funding until the earlier of their appointment end-date stated in their appointment letter, or until the employee begins a new appointment. Employees will not be eligible for this continuation of their funding if they decline an offer for alternate work.

Section 3. Availability of Teaching Assignments

In cases where an employee's admission letter identifies a specific number of teaching assignments required to receive funding, and where there are insufficient teaching assignments available in a given term/semester, the employee will be offered an alternate assignment or the requirement will be waived or the employee will be offered a teaching assignment in another semester/term to fulfill the requirement on a timeline that does not delay graduation, at the discretion of the department.

Section 4. Appointment Opportunities

An employee's status as a member of the bargaining unit will not be used against them in making hiring decisions for work appointments. Opportunities for extending bargaining unit

members' funding for semesters/terms beyond those specified in their admission letters through voluntary teaching will continue to be available when consistent with University needs.

ARTICLE 13 - APPOINTMENT NOTIFICATION AND REAPPOINTMENT

Section 1. Written Letter of Appointment

At the time that they are offered admission to a PhD program, each employee shall receive a letter that will provide information about the financial package being offered in connection with their admission to the applicable PhD program and a link to the applicable academic handbook for their program. If anything in an applicable academic handbook directly contradicts the provisions of this Agreement, the terms of this Agreement shall prevail. The appointment letter will also outline the basic terms and conditions of the initial appointment or work assignment to the extent known at that time.

Thereafter, every appointment, reappointment, work assignment, or significant alteration of work duties or responsibilities of an employee shall be made by the University in writing and outline the basic terms and conditions of the appointment, reappointment, or work assignment to the extent known at that time. The terms of this Agreement shall be applicable to, but not limited to, the initial hiring of an employee, the placement of an employee in a teaching assistant or research assistant role, and any significant change in work duties, work responsibilities, and/or total compensation to be paid by the University. Once accepted by the employee, the appointment terms in the provided letter will apply for the duration of the appointment unless one of the following occurs: the terms of the appointment are modified in writing with notice to the worker and consistent with Section 2 (Appointment Timelines) of this Article; the individual's employment is terminated pursuant to the provisions of Article 7 (Discipline and Discharge) of this Agreement; or the employee takes an unpaid leave of absence, in which case the impact on the employee's appointment will be determined by the applicable leave policy pursuant to the provisions of Article 24 (Leave) of this Agreement.

Section 2. Appointment Timelines

The University shall send the written letter(s) of appointment, reappointment, or work assignment required by Section 1 (Written Letter of Appointment) at least four (4) weeks before the work assignment begins. It is understood by both parties that in certain circumstances (such as where outside funding is involved) some appointments cannot be finalized under this timetable, but the University will in good faith provide as much information as is possible within this four (4) week timeline. The employee will have the opportunity to review and discuss the terms of the appointment letters and any modifications with the relevant supervisor and may request a Union representative be present during these discussions. The University must respond to any written requests for discussion within ten (10) business days. If the employee rejects the offered appointment after the discussion phase, the employee will not be entitled to any funding that is dependent on that offer.

Section 3. Content of Appointment Letter(s)

The letter(s) of employment appointment shall include the following information, if known at the time of the appointment letter(s):

- A) Employment title(s);
- B) Effective starting date of the appointment(s) and the termination date for the appointment(s);
- C) The unit(s) (e.g., department, institute, center, etc.) for whom the employee will be working;
- D) The faculty member(s) and/or supervisor(s) to whom the employee will report, along with their contact information and expected frequency of meetings;
- E) For teaching appointments, the name of the course; and a description of the required duties (e.g. whether an employee is required to create instructional materials);
- F) For all other appointments, a description of required duties (e.g., whether there are required administrative tasks, etc.);
- G) Work location(s);
- H) The expected number of hours of work per week, on average;
- I) Whether taxes will be deducted by the University from the payments to be made under the appointment(s);
- J) Any restrictions on the employee's ability to engage in outside work based on the source(s) of their funding;
- K) Amount of compensation or hourly pay rate;
- L) The first scheduled pay date and the subsequent payment schedule. The employee will be paid on this date provided that they complete and submit any required documents (e.g., I-9, W-4) in a timely manner;
- M) All relevant payment processing contacts in appointment department and in student department;
- N) Any other compensation associated with the appointment(s) (e.g. travel budget, personnel equipment, or technology resources budget) if applicable;
- O) Benefits related to this employment appointment, if different from those described elsewhere in this Agreement;
- P) Response requirements to the appointment letter, if any;
- Q) A statement that the position is covered by this Agreement, and a hyperlink to this Agreement;
- R) Union mailing address, phone number, and website address;
- S) A link to the FERPA Release Form and cover communication as set forth in Article 9 (Bargaining Unit Information) of this Agreement.

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. The University will provide the employee with a copy of the finalized appointment letter no later than seven (7) business days following the start of the appointment. Where signed FERPA consents have been provided by

the covered employees, the University will provide the Union with a copy of all finalized appointment letters no later than fourteen (14) calendar days following the start of the appointment.

Section 4. Effective Date of the Article

The provisions of this Article will take effect at the start of the first full academic year following ratification.

Section 5. Notice of Funding Availability

Employees who are not eligible for guaranteed funding the next academic year will be provided information about the availability of funding opportunities for the next academic year by no later than June 15.

ARTICLE 14 - TRAINING/PROFESSIONAL DEVELOPMENT

Section 1. Training

The University shall provide, at no cost to the employee, any necessary or required training, as agreed to by the University, for an employee to safely fulfill their work duties. The training shall be considered part of any required workload/working hours of the employee. The University shall notify the employee when mandatory training is available or scheduled as soon as practicable. Employees may request permission to attend other training that they believe will assist in their performance of their work duties. Approval of such requests is not guaranteed, but will not be unreasonably denied.

Section 2. Licensing and Conferences

An employee taking examinations for professional licensing related to their degree, taking required qualifying examinations, or traveling to attend approved conferences or other approved events for professional development related to the employee's academic program shall not be considered to be taking time off work. Employees shall provide the appropriate supervisor(s) with notice of when examinations for professional licensing or required qualifying examinations are scheduled as soon as possible. Employees seeking time off to attend conferences or other professional development events must receive approval from all impacted direct supervisor(s).

Section 3. Professional Development Leave

An employee may submit a request to the appropriate supervisor(s) for approval of a professional development leave of typically no more than twelve (12) months for reasonable educational or professional development opportunities. All requests must be submitted as soon as possible, but no later than at least thirty (30) calendar days before the requested start date of

the professional development leave. Examples of reasons for a professional development leave include, but are not limited to, full-time professional internships, and short-term teaching or research appointments at another institution. An employee may request further consideration of their supervisor's decision by the Department Chair if the request for professional development leave is denied.

ARTICLE 15 - PROFESSIONAL RIGHTS

Section 1. Professional Latitude In Performing Work

Within the scope of directions given by their individual supervisor and consistent with the academic freedom policy, employees have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish their job duties.

Section 2. Changes in Work Location

If an employee's work location is to be changed or if there is a substantial alteration of the employee's workspace, the University will make reasonable efforts to provide the employee with advance notice at least thirty (30) days before the move or alteration. In circumstances where it is not possible to provide thirty (30) days notice, notice shall be given as soon as possible. The Union will be made aware of the timelines of substantial changes to work environments that affect bargaining unit members.

Section 3. Remote/Hybrid Work

Employees may request remote/hybrid work and/or remote access to meeting and conference room spaces by submitting a written proposal to the appropriate supervisor. Such requests by employees will not be unreasonably denied. Decisions can be appealed with a copy to the Department Chair. As with any disability-based request employees have the right to request an accommodation under the University's disability policy.

Section 4. Mandatory Supervisor Meetings

Unless the supervisor and the employee agree to cancel the meeting, employees will have, at minimum, an initial meeting with their direct supervisor for their work assignment, either prior to, or within the first three (3) weeks after the start of a new work assignment to discuss responsibilities and expectations. In addition, an employee may request to meet with their direct supervisor at the start of each academic term. Such a meeting request will not be unreasonably denied.

Section 5. Intellectual Property Rights

Consistent with the University's intellectual property policy, employees will have the same intellectual property rights as faculty and staff employed by the University with respect to inventions, copyrightable materials, and other intellectual property created as part of their work.

Section 6. Authorship Rights

Authorship on publications and presentations stemming in part or whole from the work of one or more employees will justly reflect the contributions.

The employee's immediate supervisor will communicate to employees the level of anticipated contribution and commensurate authorship attribution. The parties recognize that the appropriate timing for this conversation will vary based on the discipline and the nature of the work assignment and may not occur until drafting of the manuscript occurs. If an employee's contribution changes substantially, the immediate supervisor will reassess and communicate the terms of the anticipated authorship attribution.

Section 7. Participation in Departmental Activities

The University recognizes that graduate student employees provide valuable contributions and perspectives to the University and their departments and programs in a variety of ways. Departments are encouraged to include graduate student employee perspective in a range of Departmental activities, as appropriate, including graduate and faculty recruitment.

Employees will be permitted to attend all public presentations, lectures, and receptions delivered by a prospective faculty member as part of the departmental hiring process.

Section 8. External Funding Information

Employees may request the identity of any external funding source that directly supports their funding through the University. Such requests will not be unreasonably denied.

Section 9. Other Work

Employees are permitted to earn additional income outside of funding from the University subject to all reporting requirements imposed by the source of funding, the University's conflict of interest policies, and any legal restriction on their ability to work. Employees will be notified of work restrictions imposed by the source of the funding.

Section 10. Break Room Facilities

Employees shall have access to the same or similar break room facilities as faculty and staff in their department. Where no break room facilities exist, employees shall have access to existing safe and sanitary break-room facilities within a close proximity to the same building as their primary appointment, where feasible.

Section 11. Employment Verification

The University will provide verification of employment upon request within five (5) business days.

Section 12. Switching Supervisors

Employees have the right to request to switch supervisors for research assignments. Each department/program must have a process in place to handle such requests and within reason facilitate employees switching research supervisors.

ARTICLE 16 - INTERNATIONAL EMPLOYEE RIGHTS

Section 1. Intention - Support for Employees

The University is committed to providing a safe, inclusive, and equitable environment for all employees, regardless of immigration status. The provisions of this Article apply only to international employees within the bargaining unit. Although the University cannot provide legal or tax advice to employees, the University is committed to helping all employees admitted under F-1, J-1, and other immigration statuses 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.

The University will not release information regarding employee immigration status to the Department of Homeland Security except as required by law, with the consent of the employee, or when specifically relevant to a felony being investigated by DHS. If legally permitted to do so, the University will provide the affected employee notice that the release was made. In addition, the University's safety and security officers will not request information regarding citizenship from employees, except as required by law or when specifically relevant to a felony, nor enforce federal immigration laws without a specific court order or criminal warrant and will not permit law enforcement or other officials to access private spaces on our campuses to enforce immigration laws absent a valid warrant or court order. University-issued identification will not list immigration, visa, or work permit status of employees unless necessary to comply with legal, grant, or contract requirements. The University will not withhold tuition support for any employee on the basis of DACA status unless legally compelled to do so. Employees will not be held by University campus security on the basis of immigration status alone unless legally compelled to do so.

Upon request, the University will provide the Union with a list of University-wide working groups convened for international employees, and the University will permit the Union to attend any meetings of such groups that are open generally to members of the University community.

Section 2. International Employee Unable to Be Present in the United States

In the event an employee is unable to report for work for an extended period of time due to an immigration-related matter, such as not being permitted to return to the United States, the employee will be permitted to perform the duties of their appointment remotely from outside the United States when practicable and permitted by law.

Section 3. International Employee Unable to Work

If the University is not able to lawfully employ or continue to employ an employee as a result of the employee's immigration status, the University agrees to meet with the employee (and the Union, at the employee's option upon submission of a FERPA Release) to discuss potential reemployment options once they are legally authorized to work. The University will make reasonable efforts to reemploy the employee as soon as possible after that person obtains work authorization or immigration status lawfully permitting them to work.

Section 4. OIS Responsibility

The University's Office of International Services (OIS) will continue to advise international employees on immigration rules related to employment by the University. OIS will continue to maintain a webpage providing tips and resources for employment-related immigration issues, including where and how students can obtain legal assistance (currently <https://ois.jhu.edu/university-community-resources/legal/legal-assistance/>) for situations that go beyond the scope of OIS's responsibilities or capabilities. The University will provide and record two (2) workshops per calendar year to provide general information on H visas and green cards, but will not provide specific legal advice.

The University will make a good faith effort to ensure that OIS responds to international employee inquiries in a timely manner and provides accurate and up-to-date information regarding US immigration and other policies concerning international employees. OIS will make a good faith effort to provide substantive responses to employee inquiries in three (3) business days. Upon request, OIS will provide an explanation to the Union for the reason for delays in meeting this timeline.

OIS will act in good faith and in a timely fashion to provide necessary documentation for international employees. For an employee abroad and unable to enter the United States, OIS will provide necessary documentation and support, no more than ten (10) business days after the employee has supplied the required information and documentation, except in extenuating circumstances. OIS will issue immigration documentation to covered employees electronically at no charge to the employee.

OIS will continue to provide an emergency number for issues at the border (currently 443-240-1938).

Section 5. Tax Support

The University will continue to make at least one (1) tax preparation resource available to international employees defined as nonresidents by the IRS. The University will provide a minimum of three (3) tax workshops per calendar year aimed at explaining tax withholding and reporting on income from the University. These workshops will not deliver personal tax advice. The University will make a good faith effort to ensure that these workshops are delivered at a time and in a fashion that are most advantageous to international employees. Workshops may be presented in-person or virtually (synchronous and asynchronous).

Section 6. ESL Resources

The University will continue to provide English as a Second Language (ESL) resources to employees when needed for their employment. Additionally, incoming international employees commencing employment at the start of the academic year have the option to enroll in the University's Center for Language Education (CLE) intensive 10-day workshop, if offered, without cost to the employee. When required to attend before employment begins at the start of the first semester/first term, employees will receive financial support during the workshop at the level provided for in their appointment letter.

Section 7. Off-Campus Employment Opportunities

International employees may pursue Curricular Practical Training (CPT) and Optional Practical Training (OPT) as legally eligible. The University will support those applications consistent with regulatory restrictions and rules governing CPT and OPT.

If an international employee does not receive equal or greater compensation and benefits from another employer as the employee pursues CPT or OPT during a period of guaranteed funding from the University, the University will pay the employee the difference between the University stipend they would otherwise receive for that period and continue the employee's health insurance coverage if such training is essential to the completion of their degree. Compensation for CPT or OPT that is not essential to the completion of their degree will be governed by Article 24 (Leave), Section 10 (Professional Development Leave).

ARTICLE 17 - NON-DISCRIMINATION, HARASSMENT, AND NO RETALIATION

Section 1.

The University and the Union are committed to an inclusive and equitable working environment free from discrimination, harassment, and retaliation. The University and the Union recognize the importance of a diverse workforce and a welcoming environment on campus. Discrimination, harassment, and retaliation have no place at the University and are antithetical to the University's core values.

Neither the University nor the Union will discriminate against or harass any employee on the basis of race, ethnicity, religion, national origin, ancestry, marital status, parental or caregiver status, pregnancy, color, sexual orientation, sex, gender identity or expression (whether actual or perceived), gender transition status, age, immigration status, citizenship status, genetic information, physical or mental disability, veteran status, arrest or criminal record when unrelated to the employee's position and work responsibilities, union activities or membership, participation in a grievance or complaint whether formal or informal, or any other protected basis in accordance with applicable federal, state, or local law.

Retaliation against employees who exercise their rights under any article of this Agreement, University policy, or applicable state and federal laws is prohibited.

All University employees are expected to treat each other with dignity and respect. All University employees are expected to refrain from conduct that unreasonably interferes with any employee's work performance, or creates a hostile work environment.

Section 2. Sexual Misconduct and Gender-Based Violence

The University does not tolerate sexual harassment. The University is committed to providing employees with an environment that is free from any form of sexual misconduct or gender-based violence. To that end, the University investigates complaints of misconduct and retaliation, and complies with Title IX of the Higher Education Amendments of 1972 ("Title IX"), the Campus SaVE Act, and other applicable laws.

The University and the Union are committed to working together to increase awareness of sexual misconduct, prevent its occurrence, support victims and deal with offenders in accordance with the law. To further those goals, the Union will have the opportunity to designate a representative to participate in the University's Sexual Violence Advisory Committee, which provides input on efforts related to sexual violence prevention and response and recommends strategies to enhance the University's policies, practices, and programs.

In accordance with current Title IX policy and existing gender violence prevention resources, the University will support survivors of sexual and gender based violence by offering assistance with navigating reporting processes and filing orders of protection and peace orders; and connecting with healthcare and counseling services, hotlines, survivor support services, and medical centers providing SAFE exams (commonly known as "rape kits").

Nothing in this Article will limit employees' rights to pursue allegations of discrimination, harassment, bullying, or sex-based or sexual misconduct under the applicable University policies and procedures, including those that govern sex-based and sexual misconduct/Title IX complaints. Consistent with the University's policies and procedures governing sex-based and sexual misconduct/Title IX complaints, there will be no time limit for submitting a sex-based or sexual misconduct/Title IX complaint to OIE. Any reported misconduct will be subject to the

definitions in place at the time the alleged conduct is reported to have occurred and the procedures in place at the time the report is submitted, unless otherwise required by law. Complainants and respondents will have access to supportive and protective measures as provided for in the applicable policies and procedures.

Section 3. Processes

(a) The University and the Union recognize that prompt resolution of claimed violations of this Article are in the interests of all parties.

(b) Employees who believe that the University has violated any provisions of this Article are required to bring a complaint with the Office of Institutional Equity (OIE) as a first step in seeking to use the grievance procedure under this Agreement. Once the OIE process has been completed consistent with the applicable policy and procedures (currently referred to as the Sexual Misconduct Policy & Procedures (SMPP) or Discrimination and Harassment Policy & Procedures (DHPP)), or OIE has determined that it does not have jurisdiction, the employee may file a grievance at Step 2 of the grievance process.

(i) For purposes of this Article, the OIE process will be considered initiated when OIE receives notice of a complaint from the Union or employee. From the initiation of the OIE process until the applicable review process is completed, including a hearing and appeal under SMPP, if necessary, the employee may request a status report on the applicable processes after sixty (60) days, and then every thirty (30) days thereafter, which will include an estimate of the additional time required to complete the process.

(ii) If the applicable process has not been completed within one hundred twenty (120) days from the initiation of the OIE process by the employee or the Union, the employee may request a meeting with the Vice Provost for Institutional Equity or Executive 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.

(iii) In cases where OIE determines that the complaint does not involve an allegation that implicates the University's procedures for Title IX sexual harassment or the Violence Against Women Act ("VAWA") in place at the time (recognizing that these procedures may be modified in response to applicable law), if the applicable review process has not been completed within five (5) months from the initiation of the OIE process by the employee or the Union, the employee may, prior to the internal review being completed, file a grievance alleging a violation of this Article, subject to the provisions below, at Step 2 of the grievance process.

(iv) In cases where OIE determines that the complaint does involve an allegation that implicates the University's procedures for Title IX sexual harassment or VAWA in place at the time and the applicable process has not been completed within seven (7) months

from the initiation of the OIE process by the employee or the Union, the complainant may pursue a discretionary dismissal consistent with the applicable procedures. The request for discretionary dismissal will be reviewed in accordance with the applicable procedures and standards in place at the time. If there is a final dismissal of the complaint, the employee may file a grievance alleging a violation of this Article, subject to the provisions, below at Step 2 of the grievance process.

(v) As complaints often require extensive review and vary in complexity, the University may extend the seven (7) or five (5) month period for reasonable cause up to a maximum of two (2) additional months. In such cases, the University will explain to the Union the basis for the extension. In determining reasonable cause, the University 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; 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 to the OIE process; and the existence of any parallel criminal investigations.

(vi) Any grievance alleging a violation of this Article must be filed within thirty (30) calendar days of the final determination, except as provided in this Section (b). The filing of a grievance will not stay implementation of any remedy imposed as a result of any determination made by the University through the OIE process.

(vii) If the employee elects to file a grievance under this subsection, then the University, in its discretion, may suspend or terminate its internal review as to the claim(s) that are the subject of the grievance.

(c) If an employee files a grievance alleging a breach of this Article and the employee also seeks relief through other internal University process(es) in addition to OIE for allegations involving the same facts and circumstances, the grievance will be held in abeyance pending conclusion of the internal University processes.

(d) Allegations that an employee has been subject to discrimination on the basis of union activity or union membership are not subject to this Section and can be immediately grieved. This Section does not apply to allegations by an employee that the Union has violated Section 1.

(e) An employee has the right to be accompanied by a Union representative at any and all steps of formal University or OIE processes, including interviews or meetings with investigators.

Section 4. Remedial and Protective Measures

The University will take and/or make available reasonable and appropriate measures to ensure an employee's report of violations of Section 1 or Section 2 (Sexual Misconduct and Gender-

Based Violence) does not unreasonably interfere with that employee's access to University employment.

Section 5. Exclusions

If a bargaining unit employee is accused of violating Section 1 or Section 2 (Sexual Misconduct and Gender-Based Violence) of this Article, the complaint will be investigated by OIE in accordance with its applicable policies and procedures. Any resulting disciplinary action against the employee for employment-related misconduct will be subject to the procedures under Article 7 (Discipline and Discharge) to the extent permitted by Title IX or other applicable law. The University and the Union further agree that any complaints under Title IX or alleged violations of Section 1 or 2 of this Article may be pursued through the grievance and arbitration procedure only after an employee has followed the processes set forth in Section 3 (Processes) of this Article.

Section 6. Maintenance of Records

The University will continue to make publicly accessible OIE reports on complaints made to OIE and their disposition. With the written consent of everyone involved, the University will share with the Union a summary of the factual findings of OIE, when extant, with respect to complaints involving bargaining unit employees.

ARTICLE 18 - INCLUSIVE WORK ENVIRONMENT

Section 1. Accommodations for Employees with Disabilities

The University will provide reasonable accommodations to employees with a disability as defined by federal, state, or local law to allow them to perform the essential functions of their work. Routine submission of proof of disability status will not be required beyond initial submission unless the accommodation changes or similar reasons exist. Employees should follow the University's policy for requesting accommodations.

Section 2. Gender Equity

The University and the Union value the diversity of the University community and strive to create an environment where all students, faculty, and staff can fully and genuinely participate in the academic and work experience. The University strongly supports employees being spoken or referred to by the names and pronouns they choose. Employees are provided with the option to identify themselves using a Chosen first, middle, and last name within select University systems. The University supports the use of a Chosen Name wherever feasible in its systems. When employees select Chosen Names, former names and pronouns will not be provided by the University to anyone without the consent of the employee except where required by law. The University's records will reflect the names an employee chooses and the pronouns they

identify with, if known, unless the employee requests that the University refrain from changing its records, except where the University is legally required to use legal names (e.g., payroll records). The University will also update any photographs maintained by the University upon employee request within a reasonable period of time. Employees may obtain updated identification cards to reflect their Chosen Name and/or photograph up to five (5) times at no charge. Subsequent changes to an employee's identification card that are not based on a legal name change may result in an administrative charge consistent with University policy.

Section 3. Restroom Equity

The University will provide both gender-neutral and single-gendered restrooms on campus within a reasonable distance from the location of the employee's work assignment, when practicable, if the employee works in a University-owned building. Locations of gender-neutral restrooms and their Americans with Disabilities Act (ADA) accessibility will be listed on the campus website.

The University will make reasonable efforts to provide free menstrual products in all University-owned restrooms. These efforts will not be subject to the grievance and arbitration procedure of this Agreement.

Section 4. Religious Practice

The University will provide reasonable accommodations for the religious beliefs of its employees. Employees may request religious accommodations under the applicable University policy. Any spaces that are designated for religious practice and their ADA accessibility will be listed on the campus website.

Section 5. Accommodations for Parent Employees

The University will make reasonable efforts to create an environment that is flexible and supportive of the needs of parents and caregivers as practicable and consistent with providing a safe working environment. Consistent with applicable law, the University will provide a reasonable amount of break time for an employee to express breastmilk or for breastfeeding a nursing child upon an employee's request and provide a space, other than a public restroom, that is clean, shielded from view, and free from intrusion from co-workers and the public, in reasonable proximity to the nursing parent's work location, which may be used for lactation or to breastfeed. Employees may access existing refrigerator storage space in breakrooms. Locations of registered lactation rooms and their ADA accessibility will be listed on the campus website.

ARTICLE 19 - TRANSIT

Section 1. Parking

Employees will have access to unreserved parking in the forms available to staff and faculty including hang tags, garages, surface lots, proximal lots, and daily garages at a cost no greater than the rates charged to staff and faculty working at the same location.

Employees in need of disability accommodations can request access to accessible parking using the University's accommodations policy without any state residency requirements being imposed by the University.

Section 2. Shuttles

Employees will continue to have access to the network of shuttles connecting campuses on the same basis as University faculty, staff, and students. No effort should be made to request Johns Hopkins University identification on the Employer's transit buses.

In the operation of the shuttle systems, employees will have access to service that is, at minimum, equal to existing coverage, along with reasonable wait times, that meets stated operation targets in aggregate.

Disabled employees can request accommodations, including facilitated access to University-provided transit, under the University's accommodations policy and processes.

Section 3. Public Transit

Employees are eligible to be reimbursed for the cost of Maryland Transit Administration (MTA) All Access College Transit Passes or U-Pass College Student Pass during periods where they have an appointment under this Agreement. Reimbursement requests must be submitted in accordance with applicable policy which will allow for reimbursement for two (2) purchased passes at once. All eligible employees will be communicated directly to the relevant transit authorities.

Section 4. Bicycling

Given the shared aims of safety and sustainability, employees will have access to bicycle storage at University-controlled workplaces.

ARTICLE 20 - PUBLIC SAFETY

Section 1.

The University is committed to safeguarding our vibrant learning and working community through holistic, progressive approaches to security that foster deep community relationships built on trust, cooperation, and mutual respect.

The University will continue to prohibit the carrying and use of firearms, loaded or unloaded, by any individual, other than authorized, on-duty law enforcement personnel, on campus and in employee workplaces controlled by the University.

Section 2. After Hours Access to Facilities

In the event employees need access to facilities, lab spaces, or workspaces after hours, unarmed facilities staff will provide entry when available. Contact information for after-hours entry requests will be provided to all employees and employees will receive access as soon as practicable. Parking garages will remain accessible 24/7 to employees with active identification badges when available to other University employees.

Section 3. Drug Use and Mental Health Crises

Insofar as drug use or employee behavior during a mental health crisis violates a worker's terms of employment, the University will address that use/behavior through the discipline procedures of this Agreement rather than through law enforcement, when practicable.

Section 4. Demonstrations and Protests

Employees will continue to have the right to engage in peaceful demonstrations and protests. Peaceful gatherings will not be met with force by the University. The University will not prohibit employees from filming and recording any University police activity during such a demonstration unless it occurs in a secure area where filming/recording is otherwise prohibited by regulation or contract.

Section 5. Surveillance

Employees will not be targeted for monitoring by public safety as a result of their status as bargaining unit employees.

Section 6. Policy Changes

Except in cases of emergency changes, the University will notify the Union in advance of changes to the University's policies governing operation of the University police department.

ARTICLE 21 - HEALTH AND SAFETY

Section 1. Intention

The University is committed to providing employees a safe work environment and will not require employees to work in conditions that pose a threat to their health and safety. The University will take reasonable steps to proactively ensure employee health and safety.

Section 2. Compliance with Relevant Standards (OSHA)

The University will maintain policies and provide working conditions and workplace protections that meet applicable Occupational Safety and Health Administration (OSHA) standards and applicable state or federal regulations governing workplace safety.

Section 3. Reporting of Hazardous Conditions

The University will notify employees that they may report, including through anonymized reporting, conditions they believe to be unhealthy or dangerous to their health and safety through existing University procedures, including the University's compliance hotline (Speak 2 Us) and the University's Department of Health, Safety, and Environment (HSE). When an employee reports conditions they believe to be unhealthy or dangerous to their health and safety, the University will respond in a timely manner. In cases where there is an imminent danger to the employee, the University will not expect the employee to be present in that work environment until appropriate corrective action is taken.

Section 4. Changes in Work Location

In cases of emergency or physical safety risks, the University will provide as much notice as practicable of changes in working locations. The University will provide a plan and communicate to employees measures put in place to rectify the hazards.

Section 5. Workplace Safety Evaluations

Evaluations of workplace safety may be requested by employees who believe the nature of their work or workplace is exposing them to health or safety hazards or risks. Such evaluations will be conducted in a timely manner by HSE and may, at times, also involve an outside consultant, as determined by HSE, depending on the nature of the concerns.

Section 6. Laboratory Safety

- (A) Emergency phone numbers will be displayed prominently by all laboratory phones (if present) and doors.
- (B) The University will provide and maintain:
 - (1) Personal Protective Equipment (PPE) and other equipment, tools, materials, and facilities/infrastructure deemed necessary by HSE or applicable OSHA or state or other federal regulations, for safely carrying out work at no additional cost to the employee.

(2) Adequate first aid equipment and optional first aid training commensurate with the hazards of the workplace for employees whose jobs regularly involve exposure to hazardous materials or who work in a hazardous environment.

(3) Emergency facilities, including but not limited to, eyewash stations and showers.

(4) Training and information on safe handling of hazardous materials and environments, including off-site fieldwork where appropriate.

(C) The University will make occupational and environmental health and safety professionals available through HSE to employees who have laboratory safety concerns.

(D) Employees working with known health hazards may request and receive, when required by applicable OSHA or other regulatory standards, appropriate medical evaluations. The employee will not be responsible for the cost of evaluations, which may be provided through the University medical insurance benefits at the University's option.

Section 7. Ergonomic Standards

The University will make reasonable efforts to incorporate accepted ergonomic practices and guidelines into new and existing workplace and workstation designs.

Section 8. Asbestos, Radon, and Lead Remediation

The University will provide advance notice to affected employees for asbestos, radon, and lead abatement projects in their immediate work area in accordance with applicable federal and state laws.

Section 9. Off-Campus Work

If an employee is required to work outside of University workspaces, other than the employee's home, prior to the beginning of the assignment the University will:

(A) Provide the employees with information about the University's global emergency services provider (currently HX Global), if employees have work that takes them outside the United States; and

(B) Make employees aware of:

(a) Testing and proactive medications and/or immunizations at no additional cost to the employee that are recommended by the Centers for Disease Control (CDC) for the location where the employee will be working; and

(b) Any visa requirements for the employee's work.

Section 10. Workplace Injuries

An employee who is injured, or experiences a work-related illness, should seek medical attention as appropriate. The employee will report the injury to their supervisor as soon as

possible, and the supervisor will report the injury to Johns Hopkins Occupational Health/Occupational Injury Clinic.

Employees who suffer injuries or illnesses in the course and scope of their employment with the University will be covered by workers' compensation for eligible claims under applicable law.

Section 11. Public Health Safety

The University is committed to providing all employees with a safe working environment, including during a public health emergency.

ARTICLE 22 - LABOR-MANAGEMENT COMMITTEE

Section 1.

There will be a Labor-Management Committee with up to five (5) members representing the Union and up to five (5) members representing the University. The Parties will each designate their own representatives to the Committee.

Section 2.

The Committee will meet at least two (2) times each semester to discuss matters necessary to the implementation of this Agreement and of general interest to the bargaining unit and the University. The purpose of the Committee is to provide a forum for the parties to address issues outside of the grievance process and maintain an open dialogue. The Committee may agree to additional meetings by mutual consent. These meetings shall not be used for negotiations of subsequent Agreements or to discuss pending grievances unless the parties mutually agree otherwise. If both parties agree it is not necessary to hold one of these meetings, that meeting may be canceled. Designated representatives of the University and the Union will suggest agenda items prior to each meeting.

ARTICLE 23 - HOLIDAYS

Section 1. Scope

The Union recognizes that the University sets the academic calendar each year and designates University holidays on which the University is closed. Employees will not be required to work on holidays when the University is closed unless necessitated by the nature of their appointment (for example, animal care), as reflected in their appointment letter. If the employee is required to work on a University holiday, the employee may take an alternate day off to be used within a reasonable period of time.

Employees will not be required to use vacation days or leave on the holidays listed in this Article or any other holidays designated by the employee's supervisor. Employees who are receiving compensation on other than an hourly basis will not have their compensation or benefits reduced for covered holidays. Hourly employees who choose to work on covered holidays will be paid for hours worked.

Section 2. University Holidays

The University is considered to be closed on the following holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Winter holiday defined as the business days between December 24th and December 30th
New Year's Eve

If the University changes the holidays that it recognizes (without reducing the number of holidays) or designates other dates as holidays on which the University is officially closed, those holidays will apply to employees covered by this Agreement. If a holiday falls on a weekend, it will be observed on the proximate weekday designated by the University.

Employees may take up to four (4) hours off without loss of compensation to vote in national, state, and local elections.

Section 3. Religious Holidays

The University recognizes there are religious holidays that are not currently federal or University observed holidays. The University will make good faith efforts to accommodate employees who wish to observe other religious holidays.

ARTICLE 24 - LEAVE

Section 1. Scope

This Article provides certain benefits governing absences from an employee's appointment obligations. This Article does not cover absences from an employee's academic expectations that are outside of this Agreement such as their own academic coursework. Absences from purely academic expectations outside of this Agreement should be addressed through academic leave policies.

Any leave taken under this Article will only apply to business days except as provided below. A day of leave will fall under only one of the categories identified below.

Full-time resident status refers to a student covered by this Agreement who is (1) registered full-time, (2) actively working on fulfilling the requirements for their degree, and (3) receiving monetary compensation from the University in the form of wages and/or stipend. In order to be registered full-time, a student must engage in a full-time program of courses, seminars, and/or research approved by their program, with the number of credits for which the student must be registered set by their division.

Section 2. Vacation

Employees in full-time resident status who are receiving compensation may take fifteen (15) days of paid vacation per fiscal year (July 1 through June 30) in addition to University holidays specified in Article 23 (Holidays). Vacation days will be awarded at the beginning of each fiscal year for students with full year appointments and at the beginning of the appointment for shorter appointments. The number of vacation days will be prorated for appointments that span less than the entire fiscal year or specify expected work hours of less than 20 hours a week on average (which will be referred to as partial appointments). Additional time off may be granted by the employee's supervisor(s).

Employees who are only being paid hourly are eligible for paid vacation days, which will be prorated as described in this Section, only for appointments that are comparable to a salaried appointment. Appointments that do not have fixed, expected hours of work per week are not eligible for vacation days. For example, an appointment that provides that an employee may be assigned work on an as-needed basis up to ten (10) hours per week is not eligible for vacation days.

Employees will make a written request for vacation days in advance to the designated supervisor and receive written approval, which will not be unreasonably withheld. Employees with instructional responsibilities should not use vacation days in a way that would result in the diminution of those duties.

Unused vacation days are not paid out at any time.

Section 3. Sick Time

Employees in full-time resident status who are receiving compensation are eligible for up to fifteen (15) paid sick days per fiscal year (July 1 through June 30), with an additional five (5) paid days per fiscal year if the employee is a primary caregiver. The number of sick days will be prorated for appointments that span less than the entire fiscal year and partial appointments.

Employees who are only being paid hourly are eligible for paid sick days, which will be prorated as described in this Section, only for appointments that are comparable to a salaried appointment. Appointments that do not have fixed, expected hours of work per week are not

eligible for sick days. For example, an appointment that provides that an employee may be assigned work on an as needed basis up to ten (10) hours per week is not eligible for sick days.

Employees taking sick leave should notify their supervisor(s) as soon as practicable and provide updates as feasible. The employee may be required by their program to submit verification of the need for sick leave from their healthcare provider if the employee takes greater than three (3) consecutive work days or in the case of suspected abuse. All requests for verification should be requested by the authorized administrator(s) for the employee's program/school and submitted to that individual(s), not an individual supervisor.

Employees are permitted to use this time for reasons including the following:

- (A) To care for or treat the employee's mental or physical illness, injury, or condition, including preventative care;
- (B) To care for an immediate or extended family member with a mental or physical illness, injury, or condition, including preventative care;
- (C) For additional parental leave, including the birth of a child or the placement of a child with the employee for adoption, guardianship, or foster care; and for a newborn newly adopted or a newly placed child for adoption or placement;
- (D) If the absence from work is necessary due to domestic violence, sexual assault, or stalking committed against the employee or the employee's immediate or extended family member and the leave is being used: (1) to obtain for the employee or employee's immediate or extended family member: (a) medical or mental health attention; (b) services from the victim services organization; (c) legal services or proceedings; or (2) because the employee has temporarily relocated as a result of the domestic violence, sexual assault, or stalking; or (3) to recover from acts committed against the employee or employee's immediate or extended family member;
- (E) If the employee has been advised by a health care provider or public health official to quarantine based on exposure of the employee to a contagious disease which would jeopardize the health of fellow employees or the public and the employee is unable to perform their duties remotely during the period of quarantine; or
- (F) For a public health emergency.

For purposes of this Section, immediate and extended family members are an employee's spouse, child, sibling, parents, domestic partners and their immediate family, grandparent, grandchild, stepfamilies, or member of the employee's household. Adoptive, foster, and step relatives are included.

Employees may not carry over unused days of sick leave into the following fiscal year. Unused days of sick leave are not paid out at any time.

Employees who need extended absences of more than five (5) working days, due to their medical condition, should request the time off as soon as practicable.

If an employee's leave qualifies under Section 9 (Parental Leave), they must exhaust any paid parental leave benefits before using any other paid time off (e.g., sick or vacation).

An employee will not be required to use sick or vacation leave to cover their absence on a recognized University holiday under this Agreement.

Section 4. Closures

If classes are canceled due to an official University closure, employees with teaching assignments will not have their compensation reduced as a result. If the closure of their workplace renders an employee unable to perform their work, the employee will not be required to use a vacation day to cover their absence. Additionally, employees will receive notice from the University if there is a change in operating status due to inclement weather or emergencies. Employees may be asked by their supervisors to work remotely during official University closures when their job responsibilities permit in accordance with University policy.

Section 5. Bereavement Leave

Employees in full-time resident status may take up to five (5) days of paid leave for the death of immediate and extended family members, as defined in Section 3 (Sick Time), as well as close friends, without loss of compensation with the option of one (1) additional day for necessary international travel. Employees will notify their supervisor of their intent to use bereavement leave as soon as practicable. Employees who require additional time off may request reasonable additional time off as vacation days. Such requests will not be unreasonably denied.

Section 6. Jury Duty and Legal Proceedings

Employees in full-time resident status summoned to serve on a jury or required by subpoena to appear as a witness in court when they are not a party to the court action, will receive their regularly scheduled pay. Employees may keep any pay received from jury duty in addition to receiving their regular pay. This Section is also applicable when an employee is otherwise temporarily indisposed by civic legal obligations. Employees should inform their supervisor of their jury service or subpoena in advance and must provide proof upon request.

Employees are not entitled to receive compensation during leave taken under this Section for appointments which are paid hourly and do not have fixed, expected hours of work per week. For example, an appointment that provides that an employee may be assigned work on an as-needed basis up to ten (10) hours per week is not eligible for pay under this Section.

Employees are expected to report to work when attendance in court is not required.

Section 7. Leaves of Absence

Except as provided in this Article, employee leaves of absence, including family leave, medical leave, and personal leave, will be governed by the applicable leave policies for the divisions in which they are working or University policy, where applicable. Employees who take leaves of absence from their academic program are not eligible to continue their appointment under this Agreement or receive a new appointment under this Agreement during their leave.

Employees who do not receive funding during their leave will have their guaranteed funding period extended by the duration of the leave of absence for leaves of one term/semester or more. Employees can continue their health benefits during leaves of absences as provided for in the applicable health plan documents. Beginning in Fall 2024, the University will continue to pay the cost of health benefits for eligible employees during an approved medical leave for up to two (2) additional semesters. Requests for a leave of absence will be responded to within fourteen (14) calendar days after the employee submits any required documentation.

Upon returning from an approved leave, the employee will be restored to the same or an equivalent appointment, if available.

The University will comply with all federal, state, and local laws in providing leave to employees who meet the eligibility requirements for leave under those laws.

Section 8. Military Leave

The University will comply with any applicable state and federal laws governing military service and leaves.

Section 9. Parental Leave

Employees in full-time resident status who become parents (including through birth, adoption, foster care placement, court order, or surrogacy) are eligible for up to eight (8) weeks of parental leave following the birth or adoption/placement event if any. Employees in full-time resident status who give birth are eligible for an additional four (4) weeks of parental leave following the birth of their child. Parental leave will be paid in accordance with the employee's appointment at the time of the leave, but will not extend any appointment or require the University to provide an appointment that an employee would not otherwise receive. Employees who take parental leave should be offered an appointment that covers an additional term/semester of funding, if available.

Employees who also need an accommodation from purely academic expectations should address those requests through the applicable academic accommodation policies.

Section 10. Professional Development Leave

Employees may request professional development leave pursuant to Article 14 (Training/Professional Development), Section 3 (Professional Development Leave) of this Agreement. Such leave may be granted with or without continuation of any compensation from the University during the period of professional development leave.

Section 11. Union-Related Leave

No more than-twenty (20) employees per fiscal year will be eligible for leave for up to ten (10) days per fiscal year per employee to attend union conventions, conferences, meetings, and training or to conduct other Union business. Employees may take these days as unpaid leave or use vacation days to cover their time off with pay. Requests for leave will not be unreasonably denied.

Section 12. Visa or Immigration Leave

International employees who are required to travel out of the country in order to maintain their immigration status necessary to be able to continue their program at the University are eligible for up to fourteen (14) days off with pay during the period of such travel.

Section 13. Reinstatement After Leave

On returning from a leave, the employee will be restored to the same appointment or an appointment that is equivalent in duration and rate of compensation, if available, unless the employee would otherwise change appointments due to the normal expectations of their program.

ARTICLE 25 - BENEFITS

The University will provide information to all employees about the benefits and programs provided in this Article in their appointment letter. Employees remain eligible for other benefits and discounts offered by the University to graduate students. If the University makes changes to the benefits under this Article during the term of the Agreement, the benefits will remain substantially comparable or better.

Section 1. Health Insurance

Employees enroll in the University Student Health Benefits Plan (SHBP), including dental and vision coverage. The benefits will be governed by the provisions of the applicable plan documents. Employees may choose to waive coverage in accordance with the terms of the SHBP.

The University will pay the premiums for employee coverage for employees in full-time resident status during the terms of full appointments, which will not include employees paid on an hourly basis unless their hourly appointment is comparable to a salaried appointment. The University will pay the premiums for employee coverage for other employees when stated in their appointment letter.

Effective August 15, 2024, the University will pay the cost of the SHBP premium for eligible dependent children of employees who are eligible for University-paid coverage under this

Section. In addition, the University will pay the cost of the SHBP partner/spouse premium for employees who are eligible for University-paid coverage under this Section with an eligible dependent partner/spouse who does not have another source of coverage and is unable to work in the United States because of their immigration status (F2, J2, or M2). Employees may purchase coverage for dependents not covered by this paragraph at their own expense under the terms of the SHBP.

Subject to the terms of the governing SHBP plan documents, the University will continue to provide the following: in vitro fertilization (IVF), egg freezing, abortion care, and other assistive reproductive procedures, SAFE exams, counseling in the case of sexual assault, COVID-19 PCR testing, gender-affirming care, and the ability to continue benefits under SHBP for up to three (3) months beyond the end of the semester in which the employee's enrollment ends at the employee's expense at the applicable premium rate based on the tier of coverage selected.

Section 2. Mental Health

The University will discuss potential recommendations for enhancements in mental health services with the Union annually, including the recruitment of and ongoing training for clinicians to meet the needs of our diverse population including but not limited to issues affecting people of color, LGBTQIA+ individuals, and individuals with disabilities.

Section 3. Health Insurance Resources

The University will continue to maintain dedicated resources staffed by University employees for employees to ask questions about the current health insurance policies.

Section 4. Relocation Assistance

Employees other than international employees are eligible for need-based, relocation assistance of up to \$2,000 in connection with their first term/semester of enrollment at the University under this Agreement. International employees are eligible for need-based, relocation assistance of up to \$2,500 in connection with their first term/semester of enrollment at the University under this Agreement and the calculations will take into account the necessity of international transit and Student Exchange and Visitor Program (SEVIS) I-901 fees, Machine Readable Visa (MRV), and Reciprocity fees (where applicable).

Section 5. Legal Insurance

Employees are eligible to participate in the voluntary legal services plan offered by the University at their own expense.

Section 6. Identity Theft Protection

Employees are eligible to participate in the voluntary identity theft protection program offered by the University service at their own expense.

Section 7. Pet Insurance

Employees are eligible to purchase pet insurance through the University's voluntary plan at their own expense.

Section 8. Travel Health Insurance

Employees will continue to participate in the University's Global Travel Assistance Program providing emergency health insurance when traveling internationally for work.

Section 9. Tuition

Employees will have their tuition paid for the period described in their admission letter or in a subsequent appointment letter.

Section 10. Fee Waiver

Matriculation fees incurred by employees will be rebated or prepaid/paid directly by the University for employees in full-time resident status.

Section 11. Office Space for Employees

Employees in full-time resident status will have access to workspace that is consistent with the needs of their assigned work responsibilities when reasonably practicable.

Section 12. Food Security

Employees will continue to have access to programs offered by the University to students and staff to help address issues of food insecurity.

Section 13. Access to Facilities

Employees will have access to all University recreation and media facilities on the same basis as other graduate students.

Section 14. Emergency Hardship Funds

Employees will be eligible to apply for need-based emergency assistance from divisional emergency funds. Applications will be subject to the terms of the applicable divisional funds and the availability of funds.

Section 15. Tax Support

The University will offer tax workshops each year aimed at explaining tax withholding and reporting on income from the University.

Section 16. Public Health Safety

The University will make free, high-quality masks available when practicable.

Section 17. Dependent Benefits

Employees in full-time resident status will be eligible for access to scholarships to JHU Child Care Centers, under the same terms offered to other benefits-eligible University employees. Employees will be granted equal priority with staff in JHU Child Care admissions.

Employees in full-time resident status will have access to JHU Child Care Vouchers in the amounts set by the University each year which will not decrease for the duration of this Agreement.

Effective July 1, 2024, employees in full-time resident status will receive child subsidies of \$4,500 per child per fiscal year for eligible children under the age of six (6) or \$3,000 per child aged six (6) to eighteen (18), with a maximum of \$12,000 per family per year. Children must be eligible dependents under the SHBP. Employees with adult dependents as defined by Section 152 of the Internal Revenue Code will qualify for this benefit at a rate of \$3,000 per dependent per fiscal year. The subsidies will be paid in installments over the course of the year.

Benefits will be taxable as income as required by applicable law.

Section 18. Backup Caregiving Services

Employees in full-time resident status will have access to up to ten (10) days of backup childcare and/or elder care on the same basis as other benefits-eligible University employees which will be maintained or improved for the duration of this Agreement. Employees in full-time resident status may also request up to five (5) additional days, and such requests will not be unreasonably denied.

Benefits will be taxable as income as required by applicable law.

Section 19. Communication about Dependent Care Resources

The University will provide information to all employees and incoming employees about the benefits and programs provided in this Article, including deadlines for any applications required to receive these benefits in their appointment letter and on a University website.

Section 20. International Employee Fund

Effective after July 1, 2024, the University will establish an International Employee Fund in the amount of \$80,000 for each fiscal year of this Agreement. International employees may apply for reimbursement from the fund for required visa fees (SEVIS I-901 fees, MRV, and Reciprocity fees (where applicable)). Unexpended funds may not be rolled over from one year to the next. Initial visa fees of up to \$500 are covered by the Relocation Assistance in Section 4 and are not eligible for reimbursement under this Section.

ARTICLE 26 - 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 27 - COMPENSATION

Section 1. Guaranteed Funding Period

Employees who matriculate at the University in a position covered by this Agreement for the first time on or after July 1, 2024 will be guaranteed a minimum of four (4) years of funding if they are in the Bloomberg School of Public Health, School of Nursing, School of Education, and School of International Studies, and a minimum of five (5) years of funding if they are in the Whiting School of Engineering, School of Medicine, and Krieger School of Arts and Sciences subject to satisfying the academic conditions of their program and the completion of the duties required by their applicable appointment letters issued in accordance with this Agreement. This period, and any extensions of it provided for in this Agreement, will be referred to as the period of "guaranteed funding" for the purposes of this Agreement. The parties acknowledge that the guaranteed funding period is just a minimum and many divisions offer a longer period of guaranteed funding.

Within thirty (30) days of ratification, the parties will convene a joint committee comprised of representatives designated by the Union, representatives of KSAS, and representatives of the Provost Office to identify opportunities for a sixth (6th) year of funding when needed for employees in the Humanities and Social Sciences, which may include Dean's Teaching Fellowships, Dissertation Completion Fellowships, University Writing Program Fellowships, teaching and research opportunities, or other funding sources. Beginning in Fall 2025, the University will expand availability of fellowship programs.

Employees who matriculated in a position covered by this Agreement before July 1, 2024 and who are in the first four (4) or five (5) years of their program at the time the Agreement is ratified are eligible for guaranteed funding based on the applicable minimum for their division set forth above for the remainder of their first four (4) or five (5) years in the program, as applicable, provided that all of the following conditions are met: (1) they are in full-time resident status, (2) they remain in full-time resident status during any period in which they are seeking guaranteed

funding, (3) they satisfy the academic conditions of their program, and (4) they complete the duties required by their applicable appointment letters.

Employees are eligible for any greater number of years of funding stated in their admission letters subject to satisfying the academic conditions of their program and the completion of the duties required by their applicable appointment letters issued in accordance with this Agreement. Guaranteed funding includes tuition coverage, health insurance, the annual stipend/wages in accordance with Section 2 (Pay Rate), and all other benefits provided for in this Agreement.

Receipt of external fellowships may extend the minimum period of guaranteed funding available to employees under this Article in accordance with past practice in the applicable program.

Employees who have not completed their academic program before the end of their guaranteed funding period will continue to be eligible for teaching and research appointments under this Agreement, consistent with divisional policies, which will be subject to the minimum rates of pay in Section 2 and Section 4 (Minimum Hourly Wage) in this Article.

Section 2. Pay Rate

Effective July 1, 2024, the minimum rate of pay (which may be paid as salary, stipend, or a combination of the two) from the University for employees on full appointments who are covered by this Agreement will be \$47,000 annually. Effective July 1, 2025, the minimum rate of pay from the University for employees on full appointments who are covered by this Agreement will be \$50,000 annually. Effective July 1, 2026, the minimum rate of pay from the University for employees on full appointments who are covered by this Agreement will be \$52,000 annually.

The minimum rate will be prorated for partial appointments or appointments that span less than the entire fiscal year.

The pay specified by this Section is a minimum and an employee may be compensated for additional work for the University, receive one-time awards, and receive any extra pay or higher pay amount in excess of this minimum amount. Employees who have external awards (fellowships, grants and prizes) paid through the University that specify a lower funding amount than the minimum rate of guaranteed funding in this Section will have their compensation increased to the minimum rate during their period of guaranteed funding. Nothing in this Agreement will prevent programs from allowing employees to retain fellowship or grant or award funds in whole or in part above guaranteed funding or providing bonuses to employees for obtaining external awards.

In addition, voluntary service by employees on University committees, working groups, or student groups, such as the GRO, is not covered by this Article.

Section 3. No Reduction in Pay

Any employee who is working a position with a rate higher than the minimum set under this Agreement will not have their rate reduced as a result of the execution of this Agreement.

Section 4. Minimum Hourly Wage

The minimum hourly rate of pay for an appointment under this Agreement compensated hourly will be based on the minimum pay during guaranteed funding specified in Section 2 (Pay Rate) divided by 1850 hours effective July 1, 2024. The minimum rate of hourly pay will increase effective each July 1 during the remaining term of this Agreement when the minimum pay in Section 2 increases annually.

The rate of pay specified by this Section is a minimum and an employee may be compensated for additional work for the University, receive one-time awards, and receive any extra pay or higher pay amount in excess of this minimum amount.

Section 5. Pay Periods

All employees will be paid on a timely basis in accordance with the University's normal business operations and with the pay schedule listed in the appointment letter. If a payday falls on a weekend or holiday, pay will be issued the weekday before. When the employee is first hired, the employee will be provided information on pay schedule including the pay periods and corresponding paydays.

Section 6. Late Payments

The University will make good faith efforts to ensure that employees are paid in accordance with the first scheduled pay date in the appointment letter. The parties recognize that delays by employees in submitting documents required to process payments may result in delayed receipt of their pay.

If pay is not received by the employee on the designated pay date and the delay is not caused primarily by actions or inactions on the part of the employee, the following will apply:

- a. The University will notify employees of the designated contact person for late payment concerns in their appointment letter or department handbook.
- b. During any period that the University is open, the University will process payments to the employee through direct deposit or a physical check based on the employee's existing payroll election on the Thursday of the week following the designated pay date, provided that the employee provides notice of the payment issue to the designated contact person by close of business on Monday following the pay date. If the employee provides notice after that time, the payment will be made in the next regular pay period following receipt of sufficient notice from the employee.
- c. If the employee incurs charges as a direct result of the late payment (for example, returned check fees or late payment fees), the University will reimburse the employee for those charges upon timely submission of supporting documentation to the designated contact person.

Section 7. Overpayment

In the event that the University compensates an employee in excess of that to which they are entitled, hereafter referred to as overpayment, it is the responsibility of the University to notify the employee of this overpayment as soon as practicable. Employees are expected to notify the University if they become aware of an overpayment before being notified by the University.

Notice to the affected employee must be provided by regular mail and email, prior to attempting to recover any overpayment. The notice will contain the following information:

- a. Date of transaction declared as overpayment
- b. Gross amount of transaction
- c. Amount of overpayment
- d. Date by which the employee must begin repayment

When proper notice is given of overpayment, the University may request it to be paid back. The employee will be allowed to choose how to pay any overpayment: a lump sum payment payable by online payment, check, or in installments as a payroll deduction. In the case of payroll deduction, the University cannot withhold greater than three percent (3%) of an employee's paycheck as repayment and will provide the employee with the payroll deduction schedule prior to beginning the withholding. The payroll deductions will not begin for at least two (2) pay periods following the notice of overpayment. The University may not apply interest to the principal amount owed. Upon termination of employment by the University or employee, any outstanding balance of overpayment may be deducted from the employee's final paycheck to the extent available if the employee does not pay it to the University before that date. Any additional amounts owed remain the responsibility of the employee.

Section 8. Transitional Support

Transitional support for canceled appointments will be provided as specified in Article 12 (Appointment Security).

When an employee needs to switch supervisors during a period of guaranteed funding, transitional support will be provided for a period of three (3) months, or any longer period provided for by their program, if needed. The department/program will assist the employee in finding a new supervisor.

The department/program will provide employees on transitional support with reasonable assistance during the transition period, including discussing with the employee reasonable expectations during the transition period.

Section 9. Post-Defense Support

Employees will continue to receive compensation and benefits under the appointment in effect at the time of their defense until the earlier of the conferral of their degree or the scheduled end of their appointment, provided that the employee continues to perform services as provided for in their appointment.

Section 10. Pay Information

Employee's pay stubs will identify which payments are from regular wages, fellowships, and supplements and the corresponding amounts.

Section 11. Payment for Each Teaching Assistant Appointment

Every appointment as a teaching assistant (TA), course assistant (CA), or other roles directly related to the teaching and administration of courses with enrolled students must be financially compensated consistent with this Article. This compensation may be part of the employee's guaranteed funding. All teaching assigned to an employee must be covered by an appointment letter.

Section 12. Expenses and Reimbursement

Work-related expenses that are required by the University or approved in advance by the University will be paid directly by the University or reimbursed upon submission of documentation in accordance with the applicable policy. Employees will be notified of the applicable reimbursement procedures, including guidelines for covered expenses and the requirement for submission of reimbursement requests. Employees will have the opportunity to book approved work-related travel through the University’s contracted travel management company and have those expenses direct billed to the University. The University will make training available to employees on how to use the travel management system. For expenses for which the employee needs to be reimbursed, the University will ensure that employees are reimbursed in a timely manner following submission of all required receipts and other documentation, if any.

Section 13. Lump Sum Payment

Each bargaining unit employee as of the date of ratification of this Agreement will receive a one-time lump sum payment of \$1,000, less applicable withholdings, from the University. The lump sum payment will be made no later than thirty (30) days following ratification of this Agreement.

ARTICLE 28 - MODIFICATION

No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by written agreement between the parties hereto.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification until 11:59 p.m. on June 30, 2027, and from year to year thereafter, unless one of the parties to this Agreement serves written notice of its desire to amend or terminate this Agreement upon the other party not less than ninety (90) days before the expiration date or any anniversary date thereafter. Should neither party serve timely notice upon the other party, the Agreement shall automatically renew for twelve (12) months from the expiration date.

SIGNED:

TRU-UE Local 197

Johns Hopkins University



William Brakewood



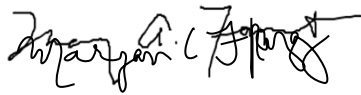
Judy Bass



Sreyas Chintapalli



Jeffrey Davis



Maryam Esperanza Razaz



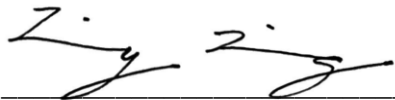
Fergus Horan



Logan Kostick



Connor Krill



Lily Liang



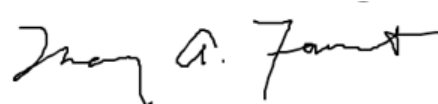
Janvi Madhani



Peter Espenshade



Ralph Etienne Cummings



Mary Favret



Rachelle Hernandez



Brandyn Hicks



Cherita Hobbs



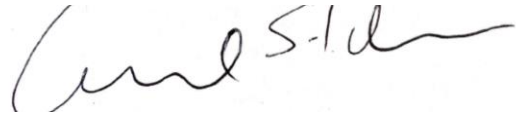
Christine Kavanagh



Natalie Semon



Marie Pearce



Gerard St. Ours



Sandy Peeples



Sabine Stanley



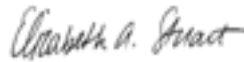
Veronica Rios Saavedra



Meredith Stewart



Alaa Saad



Elizabeth Stuart



Aaron Salisbury



Jayati Sharma



Irika Sinha



Gretar Tryggvason



Shannon Farmer



Steven Sola



Anna Word



Joanna Zienkiewicz



Tara McCauley