

AGREEMENT BETWEEN
RHODE ISLAND COUNCIL ON POSTSECONDARY EDUCATION
AND
GRADUATE ASSISTANTS UNITED/
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS (GAU/AAUP)
2014-2018

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AGREEMENT

In this Agreement, entered into between the Rhode Island Council on Postsecondary Education, hereinafter referred to as the Council, and the Graduate Assistants Union chapter of the URI/AAUP, hereinafter referred to as GAU, the parties hereby agree as follows:

DEFINITIONS

1. “Administration” shall be defined as the academic managers of the University of Rhode Island including the President, Provost, Deans, and all other academic managers of the University.
2. “Bargaining unit” shall be defined as all those who are specified in the certification issued by the Rhode Island State Labor Relations Board.
3. “Commissioner” shall be defined as the Commissioner of the Council.
4. “President” shall be defined as the chief executive officer of the University.
5. “GAU” shall refer to the Graduate Assistants Chapter of the University of Rhode Island AAUP.
6. “Graduate Assistant,” “Graduate Teaching Assistant,” “Graduate Administrative Assistant,” or “Graduate Research Assistant,” shall refer to any graduate student who is appointed by a department, college or division to a Graduate Assistant position to assist with teaching activities, scholarly activities or administrative support activities (i.e. residential life and business and finance) or a research assistantship to assist in research activities. Whenever the term “Graduate Assistant” is used in this agreement, it shall also refer to graduate teaching assistants, graduate administrative assistants, and graduate research assistants.
7. “Terms and conditions” contained herein shall apply to all Graduate Teaching Assistants, Graduate Administrative Assistants and Graduate Research Assistants.
8. “Council” shall refer to the Rhode Island Council on Postsecondary Education.

Article I

RECOGNITION

1.1 The Council recognizes GAU, URI/AAUP as the sole and exclusive representative of all Graduate Assistants employed at the University of Rhode Island, as certified by the Rhode Island State Labor Relations Board on April 22, 2002.

Article II

MANAGEMENT'S RIGHTS

2.1 GAU recognizes that the Council, the Commissioner, and the Administration of the Universities have responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the University, to the full extent authorized by law.

Article III

ELIGIBILITY FOR APPOINTMENT

3.1 Only Graduate students who hold a bachelor's degree, who are admitted as degree candidates in the Graduate School, and who remain in good academic standing shall be appointed to Graduate Assistantships.

3.1.1 Good academic standing shall be defined to include full or part time graduate work, a grade point average of 3.0 or above and progress toward the completion of the degree requirements. Graduate students appointed to Graduate must be registered for full-time graduate work, which requires a minimum of 6 credits each semester and should not register for more than 12 credits each semester without the approval of the major professor, department chair and Graduate School. Progress towards completion of the degree requirements shall include course credits completed, submission of the Program of Study, submission of the Thesis Proposal, scheduling and successful completion of oral and written defenses and submission of thesis or dissertation as determined by the major professor, department chair, dean of the college and Graduate School.

3.2 **Term of Appointments.**

Graduate Assistant /graduate research assistant appointments shall be for a specified period of time, up to one academic year, as determined by the department offering the Assistantship. In no event shall a Graduate Assistant/Graduate Research Assistant have an expectation of or a right to continued employment beyond the time stated on the current appointment form

3.3 Only Graduate Assistants who have active appointments are covered under the terms and condition of the collective bargaining agreement. Any benefits allowable under the collective bargaining agreement will be suspended if a Graduate Assistant is approved for an academic leave of absence.

Article IV NON-DISCRIMINATION CLAUSE

- 4.1 The Council and GAU agree not to discriminate in any way against employees covered by this Agreement on account of race, sex, religion, political affiliation or beliefs, age, color, creed, national origin, disability, sexual orientation or gender identity and expression, in accordance with applicable State and Federal laws; nor will there be discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of GAU.
- 4.2 GAU shall not discriminate against, interfere with, restrain, nor coerce an employee from exercising the right not to join GAU and shall not discriminate against any Graduate Assistant in the administration of this Agreement because of non-membership in GAU.
- 4.3 GAU accepts its responsibility as exclusive representative and agrees to represent all Graduate Assistants without discrimination.
- 4.4 The Administration and GAU shall adhere to federal and state laws and regulations as they apply to affirmative action.
- 4.5 Disability Accommodations- The Administration and GAU shall adhere to Federal and State laws and regulations as they apply to treatment and accommodation of persons with disabilities. Requests for accommodations shall be submitted to the Office of Disabilities for Students.

Article V DUES AND SERVICE FEES DEDUCTIONS

- 5.1 In accordance with Title 36-11-2 of the General Laws of Rhode Island, membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to GAU a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular membership dues. Supervisory employees shall not show prejudice or discriminate toward any individual employee.
- 5.2 The Administration agrees to deduct union dues or service charges each pay period from the wages of members of the bargaining unit. Union membership dues must be authorized in writing. These monies shall be forwarded promptly to GAU. The amount of the union dues or the service charge shall be specified by GAU.

Article VI MEMBERSHIP LISTS

- 6.1 GAU shall request and the Administration shall provide GAU, no later than October 15th, and February 15th of each year, the names, departments, salaries and e-mail addresses of all Graduate Assistants.

6.2 GAU shall request and the Administration shall provide GAU with a list of terminations no later than October 15th and February 15th of each year.

Article VII GRIEVANCE PROCEDURE

7.1 There shall be a grievance procedure as follows, but the parties encourage open communication between GAU and the administration to resolve issues before the initiation of a formal grievance.

Nothing contained herein shall prevent the parties from engaging in informal discussion and resolution of any issue before it reaches a formal hearing. In addition, there is nothing contained herein that would prevent the informal resolution of any issue or dispute at any step of the grievance procedure.

- (a) For the purpose of this Agreement, the term “grievance” means any difference or dispute between the Council and GAU and any graduate assistant with respect to the interpretation, application or violation of any of the provisions of this Agreement.
- (b) “Within a working day” shall mean prior to the end of the normal closing time of the working day following receipt of the grievance and shall be exclusive of weekends, vacations and holidays.
- (c) “Aggrieved” shall mean either the employee and/or GAU.

7.2 Grievance Process

a) STEP 1 - Immediate Supervisor

A grievance shall be presented by the aggrieved to his immediate supervisor within fifteen (15) working days after the employee knew or “should have known” of the act, event, and/or commencement of the condition, which is the basis of the grievance. The supervisor shall attempt to settle the grievance within two (2) working days of its receipt.

b) STEP 2 - Presidential Level

If the grievance is not resolved in Step 1 (a) above, it shall be submitted within three (3) working days of the immediate supervisor’s decision to the President or his designee, who shall grant a hearing to the aggrieved within ten (10) working days of the receipt of the written grievance. A written decision shall be rendered within seven (7) working days of the conclusion of the hearing.

c) STEP 3 - Commissioner’s Level

If the grievance is not resolved in Step 2 (b) above, it shall be submitted within five (5) working days of the President’s decision to the Commissioner of the Council or his designee, as agent for the Council who shall grant a hearing to the aggrieved within ten

(10) working days of the receipt of the grievance. A written decision shall be rendered with ten (10) working days of the conclusion of the hearing.

- 7.2.1 The time limits specified herein shall be regarded as maximums and every effort shall be made to expedite the processing of grievances provided, however, that the parties may by mutual agreement extend any time limitation specified herein.
- 7.2.2 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Council, on request, will produce payroll and other records, as necessary. Employee witnesses who are University employees and grievants will receive their regular rate of pay for time spent processing grievances. Such time spent shall be subject to approval of the appropriate dean, which should not be unreasonably withheld.
- 7.2.3 In a group grievance only one (1) of the grievants and the appropriate employee representative shall be in pay status as spokesman for the group. Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee within an employing unit and which involve like circumstances and facts for the grievance involved. A GAU representative shall have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his grievance without GAU representation. If such grievance is processed without Association representation, the facts of said grievance will be furnished to GAU.
- 7.2.4 It is also agreed that in all cases of dismissal or suspension the aggrieved may go immediately to Step 2 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to Step 2 (b) above.
- 7.2.5 Decisions rendered shall be forwarded to GAU and to the aggrieved employee.

Article VIII ARBITRATION

- 8.1 If a grievance is not settled under Article VI, such grievance shall, at the request of GAU or the Council, be referred to the American Arbitration Association in accordance with its rules then obtaining.
- 8.2 The decision of the arbitrator shall be final and binding upon the parties except where the decision would require an enactment of legislation, in which case it shall be binding only if the legislation is enacted. The expense of such arbitration shall be borne equally by the parties.
- 8.3 Only grievances arising out of the provisions of this contract relating to the application or interpretation or violation thereof may be submitted to arbitration.

8.4 All submissions to arbitration must be made within fifteen (15) working days after the grievance procedure decision.

Article IX DISCIPLINE AND DISCHARGE

9.1 Discipline shall be for just cause and, except for the most egregious offenses, shall be progressive.

9.2 When disciplinary action other than an oral reprimand is initiated, the University shall notify the graduate assistant and GAU in writing of the reasons for such action.

Article X ALTERATION OF AGREEMENT

10.1 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing and signed by the parties.

10.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Article XII SAVINGS CLAUSE

11.1 In the event that this Agreement or any part of it shall at any time be held to be contrary to law, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, such provision shall be null and void, but all other provisions of this Agreement shall continue in full force and effect for the life thereof.

Article XII NO STRIKES OR LOCKOUTS

12.1 GAU and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Council lockout its employees during the term of this Agreement.

12.2 It is agreed that all provisions of this Agreement are binding on each of the individuals covered by this Agreement.

Article XIII CONSULTATION WITH PRESIDENT

13.1 The President or his/her designee shall meet with representatives of GAU once each academic year for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement or subsequent Agreements and to discuss those matters necessary to the implementation of this Agreement which are local in nature,

provided each party gives fifteen (15) days written notice to the other party advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.

- 13.2 Nothing contained herein shall prevent GAU from consulting with the President at times other than those set forth above, if matters of mutual concern arise of an urgent or emergency nature.

Article XIV ACADEMIC FREEDOM

- 14.1 Institutions of higher education are conducted for the common good and not to further the interests of either the individual or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Academic Freedom is essential to these purposes and applies to both teaching and research.
- 14.2 GAU and the administration recognize that graduate assistants are employed by the University and work under the supervision, coordination and guidance of the faculty of the department and college. Graduate Assistants will have reasonable latitude to exercise their judgment in deciding how best to accomplish their teaching and research in their discipline under the supervision of the faculty of the department and college. They also are entitled to freedom in the classroom in discussion their discipline, subject to the supervision of the faculty of the department and college. Graduate Assistants must be careful not to introduce into their teaching controversial matters that have no relation to their subject.
- 14.3 Graduate Assistants are employed as part-time teachers and researchers at an institution of higher education. When they write, or speak as citizens, they should be free from institutional censorship or discipline. As scholars, they should strive to be accurate, exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate they are not speaking for the institution.

Article XV WORKLOAD

- 15.1 The average weekly workload for all full-time Graduate Assistants shall be twenty (20) hours. It is understood that Graduate Assistants are engaged in professional activities of such a nature that the output produced, or the results accomplished, 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.
 - 15.1.1 Examples of activities included in the workload of graduate teaching assistants are course and/or lab hours taught, reasonable time for course and/or lab preparation time, reasonable time for grading, and office hours.

15.1.2 Examples of activities included in the workload of Graduate Research Assistants include research, grant writing and administration, field studies, oceanographic research cruises, if applicable, and laboratory experiments.

15.1.3 Examples of activities included in the workload of those Graduate Assistants assigned to administrative support are residential life activities, if applicable, meeting with students, meeting with co-workers, assistance in the day to day administration of the program or department where assigned.

15.2 Graduate Assistants may be authorized to work an additional five (5) hours per week (on the internal payroll) for a total of twenty-five (25) hours per week, with the approval of the student's major professor, the dean of the college and the Dean of the Graduate School.

15.3 Level III Graduate Assistants may be authorized to work up to ten (10) additional hours per week (on the internal payroll) with the approval of the major professor, the dean of the college and the Dean of the Graduate School.

15.4 External Employment (employment outside of the University) is governed by Section 12.34 of the Graduate Manual.

15.5 The Administration and GAU agree to meet each semester to discuss complaints from Graduate Assistants on excessive workload.

Article XVI HEALTH INSURANCE

16.1 The University agrees to pay the annual individual premiums for the Student Injury and Sickness Insurance Plan for all Graduate Assistants employed at the University from all sources of funds.

Article XVII TUITION WAIVER

17.1 All Graduate Assistants covered by this Agreement shall receive tuition remission, up to 12 credit hours per semester, which shall be pro-rated to the percentage of appointment.

Article XVIII PARKING AND MILEAGE REIMBURSEMENT

18.1 The University agrees to waive the commuter parking fee for all Graduate Assistants employed at least 20 hours per week and a pro-rata waiver of the parking fee for those Graduate Assistants employed at least 10 hours per week.

18.2 Graduate Assistants may park in the following lots from the hours of 4:30 p.m. to midnight, and weekends, except commencement and fall move-in weekend, in order to pursue their research, administrative, and/or teaching responsibilities:

Baird Hill Staff Lot
Fine Arts Staff and Visitor (South Side) Lots
Morrill Parking Lot
Kelley Hall Lot

18.2.1 In addition, Graduate Assistants may park in the lot at the corner of Flagg and Plains Roads and in all other commuter student designated lots at any time during the day. (**Note this is the Residential lot, not the one attached to the Surge building.) Other than these times and locations, unauthorized vehicles are subject to ticketing and/or removal. All vehicles must display a current URI decal. Except as noted above, other parking regulations remain in effect.

18.3 **Mileage Reimbursement**

When a graduate Assistant is required to use his/her personal vehicle for University business he/she will be paid mileage in accordance with the mileage reimbursement policy and procedures established by the Controller's Office.

Article XIX MATERIALS AND RESOURCES

19.1 Graduate Assistants will be provided appropriate resources relative to their teaching, research or administrative assignment and shared space to complete their duties and responsibilities. Appropriate resources include but are not limited to printer/photocopier access; storage; course, research or administration supplies; and a mailbox.

Article XX STUDENT FEES

20.1 All full-time twenty (20) hour per week Graduate Assistants covered by this Agreement shall receive a twenty (20) percent waiver of the graduate student fees.

Article XXI DIRECT DEPOSIT

21.1 All Graduate Assistants shall have access to direct deposit for their paychecks.

Article XXII EMPLOYMENT-RELATED LEAVES

Contractual benefits will remain in place through any utilization of the employment related leaves below, but shall not exceed the appointment period. Any employment related leaves allowable under the collective bargaining agreement will be suspended if a Graduate Assistant is approved by the Graduate School for an academic leave of absence. Academic leave of absence information can be found in the URI Graduate Manual. (<http://web.uri.edu/graduate-manual/>)

As a Graduate Assistant, you are entitled to the following types of employment related leaves:

22.1 **SICK LEAVE.** In the event of accident or illness that renders a Graduate Assistant temporarily incapable of performing his/her duties, he/she shall notify his/her immediate supervisor as soon as possible so that arrangements for the absence can be made by the University. The administration may require a physician's certificate or other satisfactory evidence for each sick leave with pay covering an absence of more than three (3) working days.

Graduate Assistants will accrue eight (8) sick leave days per academic year, up to a maximum accumulation of thirty-two (32) days.

22.2 **PARENTAL LEAVE.** Graduate Assistants with one (1) year or more of service shall be granted six (6) weeks of paid parental leave at the birth of a child or placement of an adopted child under the age of twelve (12) years. Graduate Assistants should provide at least one month's notice prior to the start of the leave, whenever possible.

22.3 **MATERNITY LEAVE.** In the event of the arrival of a child through childbirth, adoption or foster care, or complications related to pregnancy, an unpaid leave of absence from job duties may be requested to for a graduate assistant s with six (6) months or more of service. The leave of absence may be granted for up to a period of six (6) months, but shall not exceed the appointment period.

21.3.1 Graduate Assistants may utilize accrued sick time for childbearing with appropriate medical documentation.

22.4 **BEREAVEMENT LEAVE.** Graduate Assistants shall be granted four (4) days leave with full pay for a death in the immediate family. Immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, mother-in- law, father-in-law, grandmother, grandfather, grandchildren and any person living in the employee's household including domestic partner and civil union partner.

22.5 **MILITARY LEAVE.** Every graduate assistant covered by this Agreement who as left or shall leave his/her position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the National Guard, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and shall be granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces.

Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Re-enlistment of other continued service in the armed forces resulting from a choice by the Graduate Assistant shall serve to cancel such leave.

22.6 **MILITARY TRAINING LEAVE.** Graduate Assistants covered by this Agreement who by reason of membership in the United States Military, Naval or Air Reserve or the

National Guard, are required by the appropriate authorities to participate in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the Graduate Assistant be required to participate in such training activities for a period greater than fifteen (15) days, he/she shall be granted an unpaid leave for this purpose.

Article XXIII ASSOCIATION LEAVE

23.1 Designated GAU officers shall be granted time with pay during working hours to investigate and seek to settle grievances. In addition, time with pay shall be granted to attend hearings and to attend other meetings and conferences on contract negotiations. Such time shall be with the approval of the immediate supervisor involved and such approval shall not be unreasonably withheld. It is understood that full accountability for the use of such leave is a legitimate management concern. GAU shall furnish the Administration with a written list of its officers immediately after their designation and shall promptly notify the Administration of any changes of officers. GAU members will be permitted to attend grievance hearings without loss of pay if called to serve as witnesses.

Article XXIV WORK YEAR

24.1 The academic work year for Graduate Assistants shall begin five (5) business days prior to Advising Day and shall end on Commencement Day. Research assistants and graduate assistants assigned to administrative duties shall be required to work 36 out of 38 weeks during this period and shall receive stipends for 36 weeks. Two weeks agreed to in advance by the graduate assistant and his or her supervisor shall be unpaid leave.

Article XXV EVALUATION

25.1 The purposes of evaluation are to encourage the improvement of individual performance and to provide a rational basis for employment discussions. One factor in the evaluation process should be a direct observation. The Graduate Assistant and/or their supervisor may request a direct observation during the department/college's regularly scheduled evaluation process or at a mutually agreed upon time.

25.2 An evaluation conference should take place annually between a Graduate Assistant and his/her supervisor to discuss job performance. The supervisor shall provide a written report summarizing the evaluation to the Graduate Assistant no later than April 15th. The Graduate Assistant may accept the evaluation as written, or append their comments to it.

ARTICLE XXVI TERMINATION OF AGREEMENT

- 26.1 This Agreement shall be effective as of the 1st day of September, 2014 and shall remain in full force and effect until the 31st day of August, 2018.
- 26.2 It shall be automatically renewed from year to year thereafter commencing the 1st day of September unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.
- 26.3 In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.
- 26.4 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in article 26.1, above.

(1) Salary -- Appendix A

	2014-15
Level I 15,844	15,844
Level II 16,300	16,300
Level III 16,756	16,756

	2015-16
Level I	16,644
Level II	17,000
Level III	17,756

	2016-17
Level I	17,184
Level II	17,540
Level III	18,296

	2017-18
Level I	17,724
Level II	18,080
Level III	18,852