

**AGREEMENT**

**BETWEEN**

**RHODE ISLAND BOARD OF GOVERNORS**

**FOR HIGHER EDUCATION**

**AND**

**GRADUATE ASSISTANTS UNITED / AMERICAN**

**ASSOCIATION OF**

**UNIVERSITY PROFESSORS**

**(GAU / AAUP)**

**2007-2010**

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## **AGREEMENT**

In this Agreement, entered into between the State Board of Governors, hereinafter referred to as the Board, and the Graduate Assistants Union chapter of the URI/AAUP, hereinafter referred to as the 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 Higher Education for the Board of Governors.
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" 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 assistants and graduate research assistants.
7. "Terms and conditions" contained herein shall apply to all graduate assistants and graduate research assistants.
8. "Board" shall refer to the Board of Governors for Higher Education.

## **Article I - RECOGNITION**

The Board recognizes the GAU, URI/AAUP as the sole and exclusive representative of all Graduate Assistants and Graduate Research 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**

The GAU recognizes that the Board, 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 - NON-DISCRIMINATION CLAUSE**

- 3.1 The Board and the 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, or sexual orientation, 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 the GAU.
- 3.2 The GAU shall not discriminate against, interfere with, restrain, nor coerce an employee from exercising the right not to join the GAU and shall not discriminate against any graduate assistant in the administration of this Agreement because of non-membership in the GAU.
- 3.3 The GAU accepts its responsibility as exclusive representative and agrees to represent all graduate assistants without discrimination.
- 3.4 The Administration and the GAU shall adhere to federal and state laws and regulations as they apply to affirmative action.

## **Article IV - DUES AND SERVICE FEES DEDUCTIONS**

- 4.1 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 the 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.
- 4.2 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

the GAU. The amount of the union dues or the service charge shall be specified by the GAU.

#### **Article V - MEMBERSHIP LISTS**

- 5.1 The Association shall request and the Administration shall provide the GAU, no later than October 15<sup>th</sup>, and February 15<sup>th</sup> of each year, with the names, departments salaries and e-mail addresses, if available, of all graduate assistants.
- 5.2 The Association shall request and the Administration shall provide the GAU with a list of terminations no later than October 15<sup>th</sup> and February 15<sup>th</sup> of each year.

#### **Article VI - GRIEVANCE PROCEDURE**

- 6.1 For the purpose of this Agreement, the term “grievance” means any difference or dispute between the Board and the Association or between the Board and any employee with respect to the interpretation, application, or violation of any of the provisions of the Agreement. There shall be a grievance procedure as follows:

##### **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.

##### **STEP 2 - Presidential Level**

If the grievance is not resolved in Step 1, 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.

##### **STEP 3 - Commissioner’s Level**

If the grievance is not resolved in Step 2, it shall be submitted within five (5) working days of the President’s decision to the Commissioner of Higher Education or his designee, as agent for the Board of Governors, 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.

- 6.2 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.

- 6.3 Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The Board, 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.
- 6.4 Further, 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. The Association 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 Association representation. If such grievance is processed without Association representation, the facts of said grievance will be furnished to the Association.

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.

Decisions rendered shall be forwarded to the Association and to the aggrieved employee.

For the purposes of this Article, the following definitions shall apply:

- a. “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.
- b. “aggrieved” shall mean either the employee and/or the Association.

## **Article VII – ARBITRATION**

- 7.1 If a grievance is not settled under Article VI, such grievance shall, at the request of the Association or the Board, be referred to the American Arbitration Association in accordance with its rules then obtaining.
- 7.2 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.

- 7.3 Only grievances arising out of the provisions of this contract relating to the application or interpretation or violation thereof may be submitted to arbitration.
- 7.4 All submissions to arbitration must be made within fifteen (15) working days after the grievance procedure decision.

#### **Article VIII - DISCIPLINE AND DISCHARGE**

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

#### **Article IX - ALTERATION OF AGREEMENT**

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.

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 X - SAVINGS CLAUSE**

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 XI - NO STRIKES OR LOCKOUTS**

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

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

#### **Article XII -CONSULTATION WITH PRESIDENT**

- 12.1 The President or his/her designee shall meet with representatives of the 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.

12.2 Nothing contained herein shall prevent the 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 XIII - ACADEMIC FREEDOM**

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.

The GAU and the administration recognize that graduate assistants are apprentices to a learned profession, and work under the supervision, coordination and guidance of the faculty of the department and college. Graduate students 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.

Graduate assistants are apprentices to a learned profession and 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 XIV - WORKLOAD**

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.

Examples of work 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.

Examples of activities included in the workload of graduate research assistants include research, grant administration, field studies, oceanographic research cruises, if applicable, and laboratory experiments.

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.

Graduate assistants may work more than the twenty (20) hours per week consistent with the March 11, 2003 memo to the Faculty Senate Executive from Provost Swan.

The Administration and the GAU agree to meet each semester to discuss complaints from graduate assistants on excessive workload.

#### **Article XV - SALARIES**

15.1 Salaries for graduate assistants will be in accordance with Appendix A of this Agreement.

15.2 Level II Graduate Assistants shall immediately move to Level III of the salary schedule upon completion of comprehensive exams.

#### **Article XVI – HEALTH INSURANCE**

The University agrees to pay the 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**

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 – COMMUTER PARKING FEE**

The University agrees to waive the \$100.00 commuter parking fee for all graduate assistants employed at least 20 hours per week effective August 27, 2007 and August 25, 2008, and August 30, 2009.

Graduate assistants may park in the following lots from the hours of 6:00 p.m. to 6:00 a.m. and weekends, except commencement and fall move-in weekend, in order to pursue their research and/or teaching responsibilities:

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

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.

### **Article XIX - FEES**

All full-time twenty (20) hour per week graduate assistants covered by this Agreement and employed as of August 27, 2007 and August 25, 2008, and August 30, 2009 for the first semester and December 30, 2007 and December 28, 2008 and January 4, 2009 for the second semester shall receive a twenty (20) percent waiver of the graduate student fees.

### **Article XX - DIRECT DEPOSIT**

All graduate assistants shall have access to direct deposit for their paychecks.

### **Article XXI - LEAVES**

21.1 **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 (32) thirty-two days.

21.2 **PARENTAL LEAVE** Graduate assistants with one 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.

21.3 **MATERNITY LEAVE** In the event of pregnancy, a leave of absence shall be granted to graduate assistants 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.

The graduate assistant may be allowed to utilize accrued sick leave for child bearing, with appropriate medical documentation.

21.4 **FAMILY LEAVE** Graduate assistants will be entitled to apply for family leave in accordance with the provisions of R.I.G.L. 28-48-2 (Rhode Island Parental and Family Medical Leave Act)

21.5 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.

21.6 MILITARY LEAVE Every graduate assistant covered by this Agreement who has 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 or other continued service in the armed forces resulting from a choice by the graduate assistant shall serve to cancel such leave.

21.7 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 assistants 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 XXII - ASSOCIATION LEAVE**

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. The 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 XXIII - WORK YEAR**

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 (2) weeks, agreed to in advance by the graduate assistant and his/her supervisor, shall be unpaid leave.

### **Article XXIV - APPOINTMENTS**

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 of continued employment beyond the time stated on the current appointment form.

### **Article XXV - ELIGIBILITY FOR APPOINTMENT**

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 or graduate research assistantships. Good academic standing shall be defined to include full-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 assistantships or graduate research assistantships 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.

### **Article XXVI - EVALUATION**

The purposes of evaluation are to encourage the improvement of individual professional performance and to provide a rational basis for employment decisions. One factor in the evaluation process must be direct observation of graduate assistants' work, including teaching, research activities, and administrative duties.

An evaluation conference should take place annually between a graduate assistant and his/her supervisor to discuss job performance. Within ten (10) working days after this conference, the supervisor shall prepare a written record of the evaluation conference. The supervisor shall give a copy of this written report no later than April 15<sup>th</sup>

to the graduate assistant who may accept it as written, or append his or her comments to it.

**Article XVII - TERMINATION OF AGREEMENT**

- 27.1 This Agreement shall be effective as of the 1<sup>st</sup> day of September, 2007 and shall remain in full force and effect until the 31st day of August, 2010.
- 27.2 It shall be automatically renewed from year to year thereafter commencing the 1<sup>st</sup> 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.
- 27.3 In the event that such notice is given, negotiations shall begin not 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.
- 27.4 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 the preceding paragraph.

In witness thereof, the parties hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

For the Board of Governors:

For the American Association of University Professors:

\_\_\_\_\_  
Frank Caprio  
Chair, Board of Governors for Higher Education

\_\_\_\_\_  
Jocelyne Dolce  
President, Graduate Assistants United

\_\_\_\_\_  
Jack R. Warner  
Commissioner of Higher Education

\_\_\_\_\_  
Frank Annunziato  
Executive Director, URI/AAUP

\_\_\_\_\_  
Robert L. Carothers  
President, University of Rhode Island

\_\_\_\_\_  
Anne Marie Coleman  
Assistant Vice President  
Human Resource Administration

**Appendix – A**

Graduate Assistant Salary 2007-2008

Level I        \$12,544

Level II       \$13,000

Level III      \$13,456

Graduate Assistant Salary 2008-2009

Level I        \$13,144

Level II       \$13,600

Level III      \$14,056

Graduate Assistant Salary 2009-2010

Level I        \$13,894

Level II       \$14,350

Level III      \$14,806

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## MEMORANDUM OF AGREEMENT REGARDING ADDITIONAL HOURS

For the duration of the 2007-2010 collective bargaining agreement, Level III graduate assistants may be permitted to work up to an additional ten (10) hours over the current standard workweek (20 hours) with prior approval of the major professor, department chair or dean, and the Vice Provost for Academic Programs.