

COLLECTIVE BARGAINING AGREEMENT

between

Graduate Assistants United

(URIGAU/NEARI)

and the

Rhode Island Council on Postsecondary Education

2018 – 2021

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AGREEMENT

This Agreement is entered into this _____ day of _____, 2019 by and between the Rhode Island Council on Postsecondary Education, hereinafter referred to as the Council, and Graduate Assistants United, a chapter of National Education Association Rhode Island (NEARI), hereinafter referred to as URIGAU.

PREAMBLE

The intent and purpose of this Agreement is to promote the quality and effectiveness of education and research at the University of Rhode Island, hereinafter referred to as the University, and to maintain high standards of academic excellence in all phases of instruction and research at the University. The parties hereto concur that these objectives can best be achieved by means of amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the position of the University as an institution of higher learning; that effective and harmonious working relationships between the Council and URIGAU are necessary in order that the cause of public higher education may best be served at the University; and that orderly, just, and expeditious resolution of issues which may arise as a result of the provisions of this Agreement are in the best interest of the members of URIGAU, the student body, the University, and the public which supports it.

Now, therefore, the parties hereto agree as follows:

DEFINITIONS

1. The terms “Graduate Assistant” and “GA” shall refer to any graduate student who is appointed by a department, college, or division to a Graduate Assistant position.
2. The term “Bargaining unit” shall be defined as all those who are specified in the certification issued by the Rhode Island State Labor Relations Board.
3. The term “Council” shall refer to the Rhode Island Council on Postsecondary Education.
4. The term “Commissioner” refers to the Commissioner of Postsecondary Education or Acting Commissioner of Postsecondary Education for the State of Rhode Island.
5. The term “URIGAU” as used in this agreement shall refer to Graduate Assistants United, a University of Rhode Island chapter of National Education Association Rhode Island (NEARI).
6. The terms “University” and “URI” shall refer to the University of Rhode Island.
7. The term “President” refers to the chief executive officer or acting chief executive officer of the University.
8. The term “Administration” shall be defined as all managers of the University, including the President, Provost, and Deans.
9. The term “Department” as used in this Agreement refers to academic units as defined by

the University.

10. Graduate program director is the member of the graduate faculty appointed by a department chair under §8.15 of the *Graduate School Manual* to assume some or all of the duties of the department chair with regard to all aspects of the department's graduate degree programs.
11. The academic year shall be defined as beginning five days before advising day and ending on spring commencement.

ARTICLE I: RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Section 36-11-1 of the General Laws of Rhode Island, 1956, as amended, the Rhode Island Council on Postsecondary Education does hereby recognize URIGAU/NEARI as the exclusive bargaining agent for all Graduate Assistants employed at the University of Rhode Island and that pursuant to the provisions of §28-7-16 of the Act, URIGAU is the exclusive bargaining representative of said employees for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.2 This Agreement shall be binding upon and is exclusively between URIGAU and the Council unless otherwise specified herein. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by URIGAU and the Council unless otherwise specifically provided herein.
- 1.3 This Agreement shall not be construed to prevent the Council or any agent thereof from meeting with any individual to hear views on any matters, except that as to matters so presented which are proper subjects of collective bargaining. Any changes or modifications of this Agreement shall be made only through negotiations and Agreements with URIGAU.
- 1.4 No person or persons represented by the exclusive bargaining agent shall bargain individually or collectively with the Council concerning any terms or provisions of this Agreement except through the authorized representatives of URIGAU. Members of the bargaining unit will adhere to the provisions of the collective bargaining Agreement.
- 1.5 **Maintenance of Bargaining Unit Status**

Only graduate students who are eligible to be Graduate Assistants as defined in Article 3.1 shall be members of the bargaining unit.
- 1.6 **Dues Deductions**
 - 1.6.1 Membership in any employee organization may be determined by each graduate assistant. Members of the Union shall pay dues, fees, and assessments as determined by URIGAU.
 - 1.6.2 The Controller shall, upon certification of the exclusive organization, deduct bi-weekly from said Graduate Assistant's salary said amount and remit the same to the treasurer or designee of URIGAU. The Council shall not deduct dues, fees, or assessments for membership in any other Union.
 - 1.6.3 The Council recognizes URIGAU's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by URIGAU that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Council agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the Graduate Assistant that is required by law.

- 1.6.4 The appointing authority shall give written notice to URIGAU of all new Graduate Assistants within the bargaining unit who become eligible for membership in URIGAU. Said notice shall be given monthly and shall include the employee name, student identification number, address, date of hire, department, FTE status, and email address.
 - 1.6.5 The Council will discontinue such deductions if notified by URIGAU in writing. In the event the Council receives such notification by an employee, it shall refer the employee to URIGAU. URIGAU is fully responsible for addressing any objections by an employee regarding their dues, fees, and assessments deduction.
 - 1.6.6 URIGAU shall indemnify and save the Council harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Council in reliance upon URIGAU's representation that its dues, fees, and assessments have been lawfully increased and in accordance with URIGAU's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.
 - 1.6.7 The Council agrees that it shall forward twice each year to URIGAU a list of bargaining unit members and their email addresses.
- 1.7 URIGAU shall have the right to meet with members of the bargaining unit free from intimidation.

ARTICLE II: MANAGEMENT'S RIGHTS

- 2.1 URIGAU recognizes that the Council, the Commissioner, and the Administration of the University 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: TERMS OF APPOINTMENT

- 3.1 Only graduate students 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 a graduate assistantship 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 approvals required by the Graduate School. Students who have completed all degree requirements but their dissertation (All But Dissertation/ABDs) must be registered for at least 3 credits each semester to be appointed to a graduate assistantship. Progress towards completion of the degree requirements shall include, as applicable, course credits completed,

submission of the Program of Study, submission of the thesis or dissertation proposal, scheduling and successful completion of qualifying, oral and written exams, and submission of thesis or dissertation as determined by the major professor, dean of the Graduate School.

3.2 **Term of Appointments**

Graduate Assistant appointments shall be for a specified period of time, up to one academic year, as determined by the department offering the assistantship. Graduate Assistants may receive one or more subsequent appointments, not to exceed one year each. In no event shall a Graduate Assistant have an expectation of or right to continued employment beyond the time stated on the current appointment form.

3.3 **Letter of Appointment**

Whenever possible, a Graduate Assistant who is the instructor of record for a course shall receive their appointment letter at least three (3) months prior to the start of the semester that the teaching appointment begins. Whenever possible, all other Graduate Assistants should receive their appointment letter at least one (1) month prior to the start of the semester that the appointment begins.

3.3.1 Letters of Appointment shall include the following information:

- a. Appointment title(s) and department(s)
- b. Full time/part time status
- c. Effective dates of appointment and duration
- d. Stipend level and salary
- e. Reference to source of information on health and other applicable benefits
- f. Tuition and fee information
- g. Articulation that the position is covered by the terms of the collective bargaining agreement, along with a link to the agreement on URIGAU's website
- h. Department contact information for Graduate Assistant questions
- i. A description of duties and responsibilities

3.3.2 Information to be provided in the **description of duties** and responsibilities shall include but is not limited to:

- a. The assigned course, lab, research project, or position
- b. The name of the immediate supervisor
- c. The general tasks to be performed
- d. Work locations
- e. Possibilities for atypical scheduling and/or work on weekends or holidays

- 3.3.3. If the duties and responsibilities are unknown at the time of appointment, they should be defined as soon as possible thereafter but always prior to the start of duties. If duties and responsibilities change, a written notice detailing changes should be provided to the Graduate Assistant within two (2) weeks of said changes.
- 3.4 Only Graduate Assistants who have active appointments are covered under the terms and conditions 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: SALARY

- 4.1 Salary for Graduate Assistants will be listed in **Appendix A** of this Agreement.
- 4.2 **Pay Level Advancement**
 - 4.2.1 Graduate students without a Master's degree shall receive Level I pay.
 - 4.2.2 Incoming Graduate Assistants will begin at Level II pay if they enter the university with a Master's degree.
 - 4.2.3 Graduate Assistants working towards their PhD shall advance from Level I to Level II pay at the start of the pay period following commencement that follows completing 30 credits.
 - 4.2.4 Graduate Assistants who are PhD candidates shall advance from Level II to Level III pay at the start of the pay period following the certification of the comprehensive exam results by the Graduate School verifying the exams were passed, with retroactive pay to the date of the oral comprehensive exam.

ARTICLE V: BENEFITS

- 5.1 **Health Care**
 - 5.1.1 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.
 - 5.1.2 Effective 9/1/2020, the University agrees to offer individual dental insurance to Graduate Assistants. The University shall pay 75% of the annual premium cost for such insurance. Graduate Assistants shall pay a 25% annual premium share for dental insurance benefits.
- 5.2 **Tuition Remission**

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.
- 5.3 **Transportation**

- 5.3.1 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.
- 5.3.2 Graduate Assistants may park in all available lots from the hours of 5:00 p.m. to 7:00 a.m. during week days, and on weekends (except Commencement and fall move-in weekend) in order to pursue their research, administrative, and/or teaching responsibilities.
- 5.3.3 **Mileage Reimbursement:** When a Graduate Assistant is required to use their personal vehicle for University business they will be paid mileage in accordance with the mileage reimbursement policy and procedures established by the Controller's Office.

5.4 **Student Fees Remission**

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

5.5 **Direct Deposit**

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

5.6 **Access to Employee Benefits**

The Graduate School will make all employment and benefit related material, including pay scales, available on its website.

ARTICLE VI: WORKING CONDITIONS

6.1 **Work Year**

6.1.1 The academic work year for Graduate Assistants shall begin five (5) business days prior to Advising Day and shall end on Commencement Day. Graduate Assistants 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 their supervisor shall be unpaid leave.

6.1.2 Graduate Assistants may be required to work on holidays (as defined by RIGL 25-1-1) if the Graduate Assistant is deemed essential by their supervisor. If a Graduate Assistant is not deemed to be essential they will not be required to work on the holiday or to work replacement hours not worked on the holiday.

6.2 **Materials and Resources**

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; desk copies of teaching texts; software approved by the supervisor to conduct research and construct or grade assignments; and a mailbox. Graduate Assistants shall be reimbursed for the purchase of

laboratory supplies and/or classroom materials approved by their supervisors for their assistantship.

6.3 **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. No member of the bargaining unit shall be required to consistently work more hours than their contract stipulates. Examples of activities included in the workload of Graduate Assistants are:

- a. **Teaching:** Course and/or lab hours taught, reasonable time for course and/or lab preparation time, reasonable time for grading, and office hours, as applicable.
- b. Research, grant writing and administration, field studies, oceanographic research cruises, and laboratory experiments, as applicable.
- c. **Administrative:** Residential life activities and assistance in the day to day administration of the program or department where assigned, as applicable.
- d. Examples of activities in the workload of those on split appointments include a combination of duties enumerated above. Graduate Assistants on split appointments, however, may not be required to teach more than four (4) credits per semester as an instructor of record.

6.4 **Additional Hours**

- 6.4.1 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 Graduate Assistant's major professor and/or the Graduate Program Director, and the Dean of the Graduate School.
- 6.4.2 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 and/or the Graduate Program Director, and the Dean of the Graduate School.
- 6.4.3 Graduate Assistants may teach no more than four (4) credits per semester as an instructor of record in addition to their assistantship. A twenty (20) hour per week Graduate Assistant and/or any Graduate Assistant below Level III must receive prior permission from their major professor and/or Graduate Program Director, and the Dean of the Graduate School for such teaching. Graduate Assistants below Level III will be permitted extra teaching only in unusual circumstances. Starting in Academic Year 2019-2020, and for the life of this agreement, Graduate Assistants teaching a course beyond their assistantships shall be paid \$1,400 per course credit hour for additional teaching. This section applies to courses taught both within and outside of the Graduate Assistant's home department, including those taught during Winter J-Term and through the College of Education and Professional Studies.

6.5 **Excessive Workload**

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

6.6 External Employment

A Graduate Assistant may seek employment off campus (not compensated by university funds). Such employment should not conflict with the duties and responsibilities of the assistantship and satisfactory progress toward degree completion.

6.7 Training

6.7.1 Departments and/or supervisors are expected to provide appropriate initial and continuing training for all Graduate Assistants as appropriate to their duties. Departments and/or supervisors are also expected to provide initial and continuing training on specialized equipment used by Graduate Assistants.

ARTICLE VII: NON-DISCRIMINATION CLAUSE

7.1 The Council and URIGAU agree not to discriminate against Graduate Assistants covered by this Agreement on the basis of race, color, creed, national or ethnic origin, gender (including, but not limited to, pregnancy, childbirth, and breastfeeding), gender identification or expression, religion, political affiliation or beliefs, disability, age, sexual orientation, genetic information, marital status, citizenship status or status as a veteran 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 URIGAU.

7.2 URIGAU shall not discriminate against, interfere with, restrain, nor coerce an employee from exercising the right not to join URIGAU. The council and University shall not discriminate against any Graduate Assistant by reason of membership or non-membership in URIGAU.

7.3 The Administration and URIGAU shall adhere to federal and state laws and regulations as they apply to affirmative action.

7.4 Any incident of discrimination or discriminatory harassment (including sexual harassment and/or sexual violence) or unlawful retaliation by a faculty member, staff or student and/or administrators towards a member of URIGAU should be reported to the office of Affirmative Action, Equal Opportunity, and Diversity in accordance with the department's procedures. Reporting procedures can be found on the Office of Affirmative Action's website.

7.5 Disability Accommodations

The Administration and URIGAU 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 VIII: INVOLVEMENT IN UNIVERSITY/DEPARTMENTAL AFFAIRS

- 8.1 The President or their designee shall meet with representatives of URIGAU 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.
- 8.2 Nothing contained herein shall prevent URIGAU 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 IX: PERSONNEL FILES

- 9.1 The Office of Human Resources shall maintain an official personnel file for each Graduate Assistant subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee, and the evaluation reports prepared by the University.
- 9.2 Graduate Assistants shall have the right to examine their official personnel file at any time during normal business hours and to file a statement in response to any item placed in their file, provided, however, any letters or recommendation solicited in connection with their employment shall not be available to that employee or to their representative.
- 9.3 A designated member of URIGAU, with written permission of the Graduate Assistant, may examine the official personnel file of that Graduate Assistant, if the examination relates to a filed grievance, a grievance in preparation, or written charges proffered against the Graduate Assistant by the University.
- 9.4 A Graduate Assistant shall have the right to reproduce at their cost all documents in their personnel file, except as noted in Article 9.2, above.
- 9.5 No anonymous material shall be placed in a Graduate Assistant's personnel file.
- 9.6 Materials shown to be false or unsubstantiated shall be removed from the Graduate Assistant's official personnel file. The burden of proof of false or unsubstantiated material shall rest with the Graduate Assistant.
- 9.7 **Departmental Files**
- Each academic department may maintain a departmental file for Graduate Assistants. The same rights of access and the same provisions for use of materials as indicated in 9.2 above shall apply to departmental files. The Graduate Assistant shall be responsible for providing materials for these files.
- 9.8 The University Administration shall be responsible for maintaining a separate file on grievances under process arising from the provisions of this Agreement. Materials

pertaining to completely processed grievances which are placed in the Graduate Assistant's personnel file shall be completed and shall contain a statement concerning the final disposition of the grievance.

- 9.9 Each Graduate Assistant shall be responsible for providing material for an up-to-date personnel file.

ARTICLE X: EVALUATIONS

- 10.1 The purposes of evaluation is to encourage the improvement of performance and to provide a rational basis for employment discussions between the Graduate Assistant and their supervisor. In the event of a less than satisfactory evaluation, the supervisor shall articulate the steps necessary to fulfill the expectations of their assistantship. 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. If the supervisor, as outlined in the appointment letter, is unable or unwilling to complete an evaluation, the Graduate Assistant may request an evaluation be performed by the Graduate Program Director or their designee.
- 10.2 An evaluation conference should take place annually between a Graduate Assistant and their supervisor to discuss job performance. The supervisor shall provide a written report summarizing the evaluation to the Graduate Assistant and Dean of the Graduate School no later than April 15th. Evaluations shall be retained in the Graduate Assistant's personnel file in the Office of Human Resource Administration. The Graduate Assistant may accept the evaluation as written, or append their comments to it. If the performance evaluation is not completed by May 1st in accordance with this article, the Graduate Assistant's performance shall be deemed satisfactory for the covered period.

ARTICLE XI: DISCIPLINE AND DISCHARGE PROCEDURE

- 11.1 The Union recognizes the authority of the University and the Council to reprimand, suspend, dismiss, or take other appropriate action against a Graduate Assistant for just cause. Discipline shall be progressive, and dismissal shall result from serious and/or repeated incidents of misconduct. Dismissal shall be defined as the discharge of a Graduate Assistant prior to the end of the appointment period.
- 11.2 Upon the issuance of discipline, a Graduate Assistant shall receive a written statement of reasons for any disciplinary action. If the Graduate Assistant considers such disciplinary action to be improper, they may appeal the decision in accordance with the grievance procedure.

ARTICLE XII: GRIEVANCE PROCEDURE

12.1 There shall be a grievance procedure as follows, but the parties encourage open communication between URIGAU 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 URIGAU 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 Graduate Assistant and/or URIGAU.

12.2 GRIEVANCE PROCESS

a) **STEP 1 - Immediate Supervisor**

A grievance shall be presented by the aggrieved to their immediate supervisor within **fifteen (15) working days** after the Graduate Assistant 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 their 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 their 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.

- 12.2.1 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.
- 12.2.2 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. 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.
- 12.2.3 In a group grievance only one (1) of the grievants and the appropriate union 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) Graduate Assistant within an employing unit and which involve like circumstances and facts for the grievance involved. A URIGAU 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 a grievance without URIGAU representation. If such grievance is processed without URIGAU representation, the facts of said grievance will be furnished to URIGAU.
- 12.2.4 It is also agreed that in all cases of dismissal or suspension the aggrieved may go immediately to Step 2 (b) 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.
- 12.2.5 Decisions rendered shall be forwarded to URIGAU and to the aggrieved Graduate Assistant.

ARTICLE XIII: ARBITRATION

- 13.1 If a grievance is not settled under Article XII, such grievance shall, at the request of URIGAU or the Council, be referred to the American Arbitration Association in accordance with its rules then obtaining.
- 13.2 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.
- 13.3 Only grievances arising out of the provisions of this contract relating to the application or interpretation or violation thereof may be submitted to arbitration.
- 13.4 All submissions to arbitration must be made within fifteen (15) working days after the grievance procedure decision.

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 URIGAU 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 discussing their discipline, subject to the supervision of the faculty of the department and college.
- 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: EMPLOYMENT-RELATED LEAVES

- 15.1 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, found on the Graduate School's website.
- 15.2 All leaves greater than five (5) working days under Article 15.2 shall be initiated at and administrated by the University Human Resources office. Graduate Assistants are entitled to the following types of employment-related leaves:

15.2.1 Sick Leave

In the event of accident or illness that renders a Graduate Assistant temporarily incapable of performing their duties, they shall notify their 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) working days.

15.2.2 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.

15.2.3 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 by 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.

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

15.2.4 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.

15.2.5 Military Leave

Every Graduate Assistant covered by this Agreement who has left or shall leave their 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 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.

15.2.6 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, they shall be granted an unpaid leave for this purpose.

15.3 **Association Leave**

Designated URIGAU 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. URIGAU 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. URIGAU members will be permitted to attend grievance hearings without loss of pay if called to serve as witnesses.

ARTICLE XVI: ALTERATION OF AGREEMENT

- 16.1 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.
- 16.2 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 XVII: SAVINGS CLAUSE

- 17.1 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 XVIII: NO STRIKES OR LOCKOUTS

- 18.1 URIGAU and its members will not cause, call or sanction any strike, work stoppage, or slow down, nor will the Council 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 XIX: CONTRACT EXPIRATION AND DURATION

- 19.1 This Agreement shall be effective as of the 1st day of September, 2018 and shall remain in full force and effect until the 31st day of August, 2021.

- 19.2 It shall be automatically renewed from year to year thereafter commencing the 1st day of September unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.
- 19.3 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.
- 19.4 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 19.1, above.

APPENDIX A: SALARIES

2018-2019 (effective 1/1/2019)	
Level I	\$18,344
Level II	\$18,713
Level III	\$19,512

2019-2020 (effective 9/1/2019)	
Level I	\$18,986
Level II	\$19,368
Level III	\$20,195

2020-2021 (effective 9/1/2020)	
Level I	\$20,000
Level II	\$20,225
Level III	\$20,500

Memorandum of Agreement

The parties agree that the employee co-share for dental insurance shall not exceed \$100.00 per individual in year 3 of this agreement. This is a one time cap on the co-share cost and it will expire on August 31, 2021.