

UCONN

Collective Bargaining Agreement Overview

Graduate Employee Union
GEU-UAW

Introductions

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www.lr.uconn.edu/contracts/

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Agenda

- Overview of the Collective Bargaining Agreement (CBA)
- Key provisions
- Q&A

Presentation Dates

- September 2, 2015 - 10:00 AM
- September 8, 2015 - 1:00 PM
- September 18, 2015 - 10:00 AM
- September 22, 2015 - 2:00 PM
- September 30, 2015 - 9:00 AM
- October 8, 2015 – 1:00 PM
- October 13, 2015 – 10:00 AM

Collective Bargaining Agreement Overview

- CBA is effective July 1, 2015 – June 30, 2018
- CBA codifies existing best practices that we already follow
- Implementation is ongoing

Graduate Assistant Dual Roles

Primary role is as a graduate student

- Governed by the Graduate Catalog, the Student Code of Conduct and other applicable handbooks

Provide service to the University through teaching, research, or both as part of education

- Wages, hours, and working conditions are governed by the collective bargaining agreement

Who is covered by the CBA?

- Teaching Assistants
- Research Assistants
- Split Positions (teaching/research)
- Graduate School Definition:
 - An assistantship is awarded to a graduate student who provides teaching or research support to the University that is part of his/her academic program.

Who is ***not*** covered by the CBA?

- Graduate Internships
- Graduate student fellows
- Graduate students on training grants (IGERT, GAANN, etc.)
- UConn Health GAs
- Summer work is not covered

Contract Provisions

- Recognition
- Union Security
- **University Prerogatives and Academic Rights**
- Non-Discrimination & Harassment
- **Appointment & Reappointment Notification**
- **Appointment Security**
- Employment Files
- Job Posting
- Workspace & Materials
- **Workload**
- Intellectual Property
- Travel
- **Training**
- Employee Assistance Program
- **Leaves of Absence**
- Holidays
- Health & Safety
- Parking & Transit
- Housing
- Tuition and Fee Waivers
- Stipends, Wages and Payroll
- Health Insurance
- Child Care
- **Discipline and Dismissal**
- **Grievance & Arbitration**
- Subcontracting
- **Union Rights**
- Union-Management Committee
- Continuation of Services
- Severability
- Duration
- Legislative Action

University Prerogatives & Academic Rights

Article 3 / pg.4

Unless otherwise provided in the Collective Bargaining Agreement, management of the University is vested exclusively with the University. These rights include but are not limited to:

- Direction of University's missions
- Determining how and when and by whom instruction is delivered
- Exercising sole authority on all decisions involving academic matters
- Determining decisions regarding who is taught, what is taught, how it is taught and who does the teaching
- Determining whether or not to continue or renew a GA on academic grounds
- Decisions regarding research methodology and materials

Appointment & Reappointment Notification & Appointment Security

Article 5 & 6 / pg.6

- Minimum appointment term is one semester, however the department may make appointments or reappointments that exceed one semester.
- Appointments exceeding one academic year may be made contingent on available funding
- No obligation to reappoint
- The decision not to renew a GA is not grievable under the contract

Offer Letters

Timelines

University will make reasonable efforts to notify *incoming* students of their appointments by **April 1**.

University will make reasonable efforts to notify *continuing* students of Fall semester appointments by **June 15**.

For students whose appointment begin in any other semester, the University will make reasonable efforts to notify students of their appointment **at least 60 days** prior to the beginning of the work assignment.

Templates

Offer letters must contain certain information per the CBA.

Supplemental Description of Duties

Article 5.5 & Appendix A / pg. 7 & 27

- At least thirty (30 days) prior to the commencement of each academic semester, the University shall make reasonable efforts to provide GAs with documentation detailing specific duties of the appointment.
- Important Document in determining workload
 - Teaching Assistants
 - Research Assistants

Workload

Article 10 / pg. 10

- Full-time workload for a GA is an average of 20 hours per week during the term of the GA's appointment.
- Supervisors shall not assign duties that the GA cannot reasonably perform within the allotted workload hours taking into account the GA's academic commitments as a graduate student.
- A TA may request to take time off during academic break periods when classes are not in session.
- RAs, with the consent of their supervisor, may schedule time off when classes are in session, subject to the work needs determined by their supervisor.
- If denied time off, or if a GA contends his/her workload exceeds the maximums, the GA may appeal to the Dean of the Graduate School.
- Supplemental Description of Duties Form is important!

Leaves of Absence

Article 15 / pg. 12

- Graduate Assistants may apply for leaves of absence. Each GA shall be entitled to 3 days of paid leave per semester.
- Reasons for leave include:
 - Illness or injury
 - Immigration Hearings
 - Pregnancy
 - To care for a newborn or adopted child
 - To care for immediate family member
 - Bereavement for immediate family members

“It is the responsibility of the GA to contact the appropriate faculty member or other supervisor in **advance** of the leave unless circumstances make this impossible. “

- The University may approve additional paid or unpaid leave.
 - If 21 consecutive calendar days or fewer the GA will retain health insurance and tuition remission benefits
 - If greater than 21 days, the University will decide if the stipend, health insurance, and tuition remission benefits will be continue.

Leaves of Absence

Article 15 / pg. 13

Maternity/Non-Birth Parent Leave – Stipend, health insurance and tuition waiver will be maintained during leave (but not beyond the end of the GA's appointment)

- Maternity
 - Six weeks for natural childbirth
 - Eight weeks for caesarian section
- Non-birth parent of newborn or adopted child
 - Twenty-one consecutive calendar days
- Leaves need to be supported by medical documentation

Discipline & Dismissal

Article 24 / pg. 19

- This article does not apply to determinations by the University to dismiss a **graduate student** from the University for:
 - Academic reasons
 - Non-job-related disciplinary reasons
- Does apply to:
 - Job-related misconduct
 - Job performance
- Discipline = written warnings, suspensions, or dismissals.
- There is a process for discipline. Call LR!

Grievance & Arbitration

Article 25 / pg. 21

The GA must discuss the issue with the GA's immediate supervisor.

Step 1: The union will present a written grievance to the **department head** within 30 days of the event or knowledge of the event. The department head will meet with the grievant and provide a written response within 15 calendar days.

Step 2: The union may, within 10 days, appeal to the Dean of the Graduate School. The Dean will meet with the grievant and provide a written decision within 15 days calendar days.

Arbitration: If not resolved, the union may appeal the decision to a neutral third-party arbitrator.

Union Rights

Article 27 / pg. 22

Section 8: A reasonable number of Union representatives shall be permitted access to areas of the campus that are open to the general public....provided that the Union does not disrupt the operations of the University.

Section 9: The Union shall have the same right of access to post information on departmental bulletin boards as other external groups and individuals

Section 10: If the University conducts an orientation of GAs at the University, School, College or department level, it shall inform the Union of the schedule for the orientation and permit the Union to use the meeting space for thirty minutes after the conclusion of such orientation.

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Questions?



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