

The Research Foundation's
LAST, BEST AND FINAL OFFER

3/7/11

Incorporates all Signed Tentative Agreements Plus RF's Final Position
on Sections 9.1, 18.1, 18.2, 19.2, 19.3, 19.4, 19.5 and 19.6 as shown below:

1. AGREEMENT

1.1 This Agreement is by and between The Research Foundation of State University of New York at Stony Brook University ("RF") and The Communications Workers of America, Local 1104 ("Union").

2. NO DISCRIMINATION

2.1 Bargaining unit members will not be discriminated against by either RF or the Union based on race, creed, color, sex, national origin, religion, sexual preference, gender identity, gender expression, marital status, disability, age, veteran status, or any other factor protected by applicable law. Further, the parties acknowledge that discrimination should not be tolerated based on any factor that is not relevant to his/her job duties. Alleged discrimination on grounds other than those protected by applicable law may be raised by bargaining unit members and/or their Union representative but will not be subject to a section 301 lawsuit, or an unfair labor practice charge, or the grievance process herein.

3. UNION MEMBERSHIP

3.1 The RF and the Union agree to respect the right of each individual in the bargaining unit to decide whether to join the Union or not join the Union. Neither the RF nor the Union will discriminate against any individual in the bargaining unit based on the choice that he/she makes.

4. LISTS OF BARGAINING UNIT MEMBERS

4.1 Upon request up to three times per calendar year, the RF will provide the Union with a list of the names, addresses, salaries, department, and Supervisor and/or Principal Investigator ("PI") of all bargaining unit members. The list will be provided in an electronic format within two weeks of the request.

5. EVALUATIONS

- 5.1 Supervisors or PIs may perform written performance evaluations of RPAs in which case the evaluation will be shared with the RPA and placed in his/her personnel file. If no evaluation is provided, up to once per academic year the RPA may submit a request for an evaluation to RF's Human Resources officer who will then formally request that the supervisor or PI complete at least an abbreviated evaluation form which will be shared with the RPA and placed in his/her personnel file. The parties acknowledge and agree that no performance evaluation may be used for the purpose of challenging a course grade or other academic determination.

6. PERSONNEL FILES

- 6.1 RPAs may examine the contents of their personnel file by appointment with Human Resources, except for recommendations or letters of reference. Such appointments will be made within one to two business days of the request. A Human Resources representative will be present and no material may be removed, copied or taken from the file. If the RPA chooses, he/she may be accompanied by a union representative.
- 6.2 RPAs may prepare a written response to any statement or information contained in their personnel file, and such response will be placed in their personnel file.

7. ACCESS FOR UNION REPRESENTATIVES

- 7.1 The Union will give RF written notice of the representatives including name and contact information who are authorized to administer this Agreement, and of any changes to its authorized representatives. Such authorized representatives will be granted reasonable access to bargaining unit members for purposes of contract administration, provided that they do not interfere with anyone who is working and do not enter any laboratories without advance written permission from a designated RF representative at Stony Brook.

8. NO STRIKES OR LOCKOUTS

- 8.1 During the term of this Agreement, neither the Union nor its officers or members shall engage in any work stoppage, sympathy strike, sick out, slow-down, boycott of The Research Foundation or picketing (excluding informational picketing). The Union will actively discourage any such activity by any bargaining unit members. Individuals who violate this provision are subject to immediate discharge (unless the RF decides to impose a lesser penalty within its sole discretion), and the only issue that may be grieved is whether or not the individual was engaged in the prohibited activity. RF will not lockout any bargaining unit members during the term of this Agreement.

9. DURATION

- 9.1 This Agreement becomes effective upon ratification [insert date] and expires on June 30, 2013. It is understood that if no successor agreement is reached, the terms and conditions of this Agreement will remain in effect following the expiration date hereof and there shall be no strike or lockout until such time as either party serves the written notifications required by Section 8(d) of the Act.

10. SAFETY

- 10.1 All safety equipment and/or training required by RF and/or SBU policies, procedures and directives will be provided at no cost to individuals in the bargaining unit.

11. ORIENTATION AND TRAINING

- 11.1 The Research Foundation or its agents will conduct general orientation and/or training programs, such as an annual benefits program, and training provided by SBU's Environmental, Health and Safety office. Additional training may be provided as determined by the respective laboratories or programs
- 11.2 If a bargaining unit member believes that additional training is needed, the individual may submit a written request for such additional training to his/her PI or supervisor. Such requests will be acknowledged in writing.
- 11.3 At the annual benefits program, the Union will be given space to set up a table adjacent to the entrance to provide information to bargaining unit members, provided such information is not critical of the RF, the University or any individual.

12. PRINCIPAL INVESTIGATORS

- 12.1 The parties understand and agree that the relationship between a Principal Investigator ("PI") and a bargaining unit member is both academic and supervisory in nature. Academic issues are outside the scope of this Agreement.

13. RECOGNITION

- 13.1 The Research Foundation of State University of New York at Stony Brook, pursuant to the certification issued in 29-RC-11666, recognizes the Communications Workers of America, Local 1104, as the exclusive bargaining representative for collective bargaining with respect to wages, hours, or other terms and conditions of employment of Research Project Assistants employed by the Research Foundation of State University of New York at Stony Brook.

14. GRIEVANCE PROCEDURE

14.1 The purpose of this Article is to provide a fair and effective procedure for identifying and resolving disputes regarding the interpretation or application of this Agreement as specified below. It is understood that neither party will attempt to circumvent the grievance procedure by commencing an action under section 301 of the National Labor Relations Act during the term of this Agreement. This procedure shall not apply to any academic matters.

14.2 A Grievance is defined as a dispute or disagreement over the application of, interpretation of, or compliance with, an express term of this Agreement.

14.3 **Step One.** The Union or bargaining unit member who wishes to file a grievance must deliver to Human Resources Services ("HRS") a written grievance within forty (40) calendar days of when the affected bargaining unit member first knew or reasonably should have known of the alleged violation. The written grievance must clearly identify the case and contain the following information: (1) the date of the first known instance of the alleged violation; (2) the specific term or provision of the Agreement claimed to be violated; (3) a description of the facts giving rise to the grievance; (4) the specific remedy being sought; (5) the signature of the person submitting the grievance; (6) a statement whether the person who submitted the grievance requests a grievance meeting with HRS; and (7) the date signed. If the written grievance fails to satisfy any of the enumerated requirements it shall not be considered a proper grievance. HRS will notify the person submitting the grievance within ten (10) days of receipt of the grievance of its insufficiency. The person filing the grievance shall have ten (10) days to correct the insufficiency and resubmit the grievance.

A proper written grievance will be evaluated by an HRS Representative and a written response to the grievance will be issued within thirty (30) calendar days of receipt. The HRS Representative will meet with the affected bargaining unit member and his/her Union Representative upon request for the purpose of presenting the grievance. The HRS Representative will notify the Principal Investigator prior to the meeting and invite him or her to attend. If such a Step One meeting is held, then the written response to the grievance will be issued within thirty (30) calendar days of the meeting.

14.4 **Step Two.** If the matter is not resolved in Step One, the grievance may be advanced to Step Two by submitting a written appeal to HRS within thirty (30) calendar days of the Step One Response. The grievance will be reviewed by a representative of RF Central Office and a written Step Two decision will be issued within thirty (30) calendar days of the Step Two appeal. Except as otherwise provided herein, any issue that is not resolved in Step Two will be addressed in the negotiations for a successor Agreement. Any RF action resulting in a reduction in pay or benefits, or the withholding of a scheduled across-the-board pay increase provided in Section 19.3, and not resolved in Step Two may be advanced to Step Three. However, reductions made by a PI based on sponsored funding needs are within the PI's sole discretion and are not subject to arbitration. In addition, any reductions made by RF pursuant to a system-wide change for all RPAs across the SUNY campuses are not subject to arbitration.

- 14.5 **Step Three – Arbitration.** For those issues that have not been resolved in Step Two and are subject to arbitration, the Union can advance the grievance to Step Three by submitting a written notice to HRS within thirty (30) calendar days of the Step Two Response. The Union must simultaneously file a Demand for Arbitration with the American Arbitration Association (“AAA”) which will administer the case in accordance with the AAA Rules for Labor Arbitrations.

The Arbitrator shall not add to, subtract from, modify or alter the explicit terms or provisions of this Agreement. The jurisdiction of the Arbitrator shall arise solely from this Agreement and the Arbitrator shall be limited to the determination of the Grievance as described in the underlying Step Two Request. The arbitrator shall confine the decision and award solely to the application and/or interpretation of this Agreement. Where provisions of this Agreement call for the exercise of judgment, the arbitrator shall not substitute the arbitrator’s judgment for that of the employer’s official making such judgment.

All administrative fees will be borne by the party filing the Demand for Arbitration. All fees and expenses of the Arbitrator will be divided equally between RF and the Union. Each party shall bear the cost of presenting its own case.

The parties will request that the Arbitrator shall issue a decision in writing within thirty (30) days of the conclusion of the hearing. The Arbitrator’s decision shall be final and binding on the RF and the Union. Any determination by the Arbitrator in regard to benefits must be in accordance with the RF’s plan document. If the Arbitrator finds that the RF caused a reduction in pay or benefits in violation of an express provision of this Agreement, the remedy will be to reinstate the conditions preceding RF’s action and to reimburse the affected employee(s) the amount by which their pay or benefits were reduced; provided however, that such reimbursement shall be limited to thirty (30) calendar days prior to the date of initiating the grievance.

The RF will not call as a witness in the arbitration hearing any employee represented by the Union, unless such witness is issued a subpoena to testify. The Union will not call as a witness in the arbitration hearing any non-bargaining unit employee represented by the Union, unless such witness is issued a subpoena to testify.

- 14.6 **Time Limits.** The time limits set forth in this Article shall be strictly enforced and may only be extended by mutual written agreement. Grievances that are not commenced and/or advanced to the next step within the specified time limit are waived. A grievance may be withdrawn at any time by the Union or the employee.

15. LETTER OF APPOINTMENT

- 15.1 A Letter of Appointment will be issued by The Research Foundation to each bargaining unit member and will include the following information:

1. Appointment title;
2. Effective date of appointment and anticipated end date of appointment, subject to available funds and academic eligibility;

3. A statement that bargaining unit members are expected to perform duties in scholarly and scientific investigation;
 4. Salary at time of appointment;
 5. Benefits information;
 6. A statement that the position is covered by a collective bargaining agreement between the Research Foundation and the RA Union, CWA Local 1104.
- 15.2 The Research Foundation will forward a copy to the affected unit member whenever it processes an Employee Change form. The Research Foundation encourages all PIs to notify Research Project Assistants as soon as practicable of changes in funding that will affect their appointment.

16. DISCIPLINE

- 16.1 RPAs are subject to discipline up to and including termination for unsatisfactory performance and/or inappropriate behavior, including non-compliance with RF policies and procedures, SBU policies and procedures, specific Lab or Program policies and procedures, work-related instructions, and/or the provisions of this Agreement.
- 16.2 No bargaining unit member shall be disciplined without good cause. Discipline should be progressive, and initiated by a documented Verbal Counseling, except for the most serious offenses. Disciplinary actions include a Written Warning, Suspension, or Discharge from employment. Employees who receive a disciplinary action will be given an opportunity to respond in writing.
- 16.3 At Verbal Counselings, the RPA may choose to be accompanied by another RPA.
- 16.4 A Performance Improvement Plan ("PIP") may be implemented for serious and/or recurring offenses, and/or as a step in progressive discipline. The PIP is a formal plan of correction for a specified time period, usually 30, 60 or 90 days, by the end of which the employee must meet certain objectives.

17. MANAGEMENT RIGHTS

- 17.1 Management retains all rights and powers not limited by an explicit provision of this Agreement. These rights include without limitation the right to take any action, make any decision, and make any change with respect to all aspects of the business and the workplace. The only exception to this rule is that management may not violate an explicit provision of this Agreement.
- 17.2 Management has the sole and exclusive right to determine the number of bargaining unit positions; the number and types of job positions; qualifications, duties, responsibilities, standards of performance and standards of conduct; and the availability of work. Management may establish

and enforce any rules, regulations and procedures, provided only that they do not violate an explicit provision of this Agreement.

- 17.3 There are no limitations on management's right to assign work to persons outside the bargaining unit, including but not limited to supervisors and subcontractors, regardless of whether that work has been or is normally performed by bargaining unit members. There are no limitations on management's right to take any action or to make any changes in accordance with the terms of the applicable sponsored project and/or the wishes of the applicable sponsoring agency.

18. COMPLETE AGREEMENT

- 18.1 This document sets forth the final and complete terms of the Agreement between the parties with respect to all subjects addressed herein. The written terms of this Agreement supersede any and all prior agreements, understandings, representations and discussions between the parties with respect to any and all issues. No third-party shall infer nor impose any obligation that is not explicitly provided herein.
- 18.3 During the term of this Agreement, the parties waive bargaining with respect to any action, decision or omission. The Union's sole and exclusive remedy for any management action, decision or omission that is alleged to be improper shall be the grievance process which is limited to alleged violations of explicit provisions of this Agreement.

19. SALARIES

- 19.1 All bargaining unit members are paid on an exempt salaried basis up to a maximum of 20 hours per week (.50 full-time equivalent "FTE") during the academic year and up to a maximum of 40 hours per week (1.0 FTE) during the summer. In most cases, PhD students who are not also employed by the State are appointed to a .50 FTE position during the academic year, and during the summer they are appointed to either a .50 FTE position or up to a 1.0 FTE position; but such appointments are subject to available funding and program needs as determined by the PI.
- 19.2 The minimum salary for a bargaining unit member is \$16,067 at one half (.50) FTE per academic year (19.4 pay periods), minus any income from separate employment by RF in a non-bargaining unit position or by the University to perform duties in scholarly or scientific investigation or from a scholarship or fellowship.
- 19.3 All bargaining unit members will receive a salary increase of two percent (2%) for the 2010-11 academic year.*

* It is understood that such salary increases generally occur at or near the beginning of the fall semester. Any pay increases granted after June 30, 2010 but before ratification must be for at least the two (2) percent, and if less, will be adjusted during the next pay period following ratification. [This language is to express the mutual intent of the parties but will not appear in the contract itself].

- 19.4 For the 2011-12 academic year, salaries may be increased by one percent (1%) within the PI's discretion.
- 19.5 For the 2012-13 academic year, there will be no scheduled salary increase; however, if Stony Brook University's Sponsored Program Expenditures for the fiscal year ending June 30, 2012 have increased by at least two percent (2%) over the preceding fiscal year, then the Union may request re-opener negotiations solely on the issue of salaries for the 2012-13 academic year during August 2012.
- 19.6 Nothing contained herein shall prevent the RF, in its discretion in accordance with the terms of the applicable sponsored program(s), from granting further upward stipend adjustments to individual employees, or from making other salary adjustments based on available sponsored funding or a change in sponsored program requirements subject to the minimum salary in section 19.2.

20. HEALTH, DENTAL AND VISION BENEFITS

- 20.1 Bargaining unit members are eligible to participate in the Research Foundation's health insurance, dental and vision benefit plans for Graduate Student Employees. The Research Foundation shall notify the Union and all bargaining unit members no less than thirty (30) days prior to any change in health, dental or vision benefits.

21. UNION SECURITY

- 21.1 As a condition of employment, every Research Project Assistant covered by this Agreement shall, within thirty (30) days from appointment or within thirty (30) days of the effective date of this Agreement (whichever is later), either execute a Union membership card, or pay a service fee to the Union if the individual decides not to become a member of the Union. In either case, individuals may exercise their right under *Communications Workers v. Beck*, 487 U.S. 735 (1988), to pay only that portion of the dues or service fee that the Union uses for collective bargaining, contract administration and grievance adjustment; and excluding that portion of the dues or service fee that the Union uses for other purposes such as political activity.
- 21.2 During the term of this Agreement, to the extent authorized by a signed written statement from each bargaining unit member which is revocable at any time, the Research Foundation will deduct from their wages such dues or service fees as specified in writing by the Union. The Research Foundation will remit such funds to the Union with a list of the names, departments and amounts for each bargaining unit member on a monthly basis. Under no circumstances, however, will the Research Foundation have any financial liability to the Union in the event of any oversights or errors. The Union shall indemnify and hold harmless the Research Foundation against any and all claims, demands, suits, judgments, settlements, or any other forms of liability, including the costs of defense, arising out of or by reason of action taken or not taken by the Research Foundation for purposes of complying with any provision of this Article.