

**COLLECTIVE BARGAINING AGREEMENT**

Between

The University of Connecticut  
Board of Trustees

And

Graduate Employee Union Local 6950– International Union, United  
Automobile, Aerospace and Agricultural Implement Workers of  
America (GEU-UAW)

**JULY 1, 2015 – JUNE 30, 2018**

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## **ARTICLE 1**

### **RECOGNITION**

As reflected in the Connecticut State Board of Labor Relations Case #30888, the University recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union, Graduate Employee Union-UAW Local 6950 (GEU-UAW Local 6950), as the exclusive bargaining representative for employees in the bargaining unit. The bargaining unit shall include all University of Connecticut Graduate Assistants (GAs), including Teaching Assistants (TAs), Research Assistants (RAs) and other Graduate Assistants who are not TAs or RAs. The bargaining unit shall also include graduate students whose functional relationship to the university is substantially identical to GAs even if another term is used by the University to describe their position.

GAs with appointments at the University of Connecticut Health Center (Schools of Medicine and Dental Medicine), graduate students performing internships required as an integral component of a graduate educational program (specifically, in the program known during the 2014-2015 academic year as the Provost's Professional Internship Program for Public Outreach, Service and Engagement), confidential employees and managerial employees shall be excluded from the bargaining unit.

## **ARTICLE 2**

### **UNION SECURITY**

Section 1. The University shall deduct membership dues and initiation fees from all GAs who choose to be members of GEU-UAW Local 6950. Pursuant to Section 5-280 of the General Statutes, a member of the bargaining unit who is not a member of the Union shall be required, as a condition of continued employment, to pay to the Union a fair share fee not to exceed the amount of membership dues. The Union will communicate the amount of such dues, fair share fees and initiation fees to the University.

Section 2. Within thirty (30) days of the effective date of the contract, the University shall begin deducting dues or non-member fair share fee bi-weekly from the gross paycheck of each GA.

Section 3. The dues and fees deducted under this article shall be transmitted to the Union within ten (10) working days after each payday for which deductions are made.

Section 4. The University shall deduct amounts bi-weekly from the pay of all dues-paying GAs whose written authorizations have been provided to the University authorizing it to make specified contributions to the UAW Voluntary Community Action Program (VCAP).

Section 5. The Union will submit an electronic list of all changes to membership and VCAP authorization, including the amount and written authorization with respect to any change in the amount of an authorized VCAP deduction, prior to the deadline for the University to make

such deductions, so that the University can make the appropriate deductions.

Section 6. The Union shall receive the same periodic reports with respect to the remittance of such dues deductions as provided by the Comptroller's office to other unions at the University.

Section 7. GEU-UAW shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this article or any action taken by the University in complying with it.

### ARTICLE 3

#### **UNIVERSITY PREROGATIVES AND ACADEMIC RIGHTS**

Section 1. The parties acknowledge that Graduate Assistants (“GAs”) have attributes of employees, particularly with regard to economic issues such as stipends and benefits, but that Graduate Assistants are also students with rights and obligations that are predominately academic.

Section 2. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Graduate Assistants; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which Graduate Assistants' performance is evaluated; to establish and require Graduate Assistants to observe University rules and regulations; to discipline or dismiss Graduate Assistants; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations except as restricted by Article 26 of this agreement; and to exercise sole authority on all decisions involving academic matters.

Section 3. Except as otherwise provided in this agreement, the University also has the right to establish, maintain, modify and enforce standards of performance, conduct, order and safety by which GAs shall abide. The University shall also have the right to establish or revise disciplinary policies to address violations of these rules. The Union may grieve the reasonableness of such rules and policies.

Section 4. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University. Other questions of academic judgment that shall remain in the University's discretion are: decisions regarding a GA's academic progress and standing, including the determination of whether or not to continue or renew a GA on academic grounds; decisions regarding research methodology and materials; decisions about academic standards and whether to create, eliminate,

combine, or modify academic, outreach, service and research programs; decisions regarding the selection and assignment of faculty and all positions, including GAs, that support teaching and research; and decisions regarding grants including application, selection, funding, administration, usage, accountability and termination.

Section 5. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section 6. Except as provided in Section 3 above, no action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this agreement.

## ARTICLE 4

### **NON-DISCRIMINATION & HARASSMENT**

Section 1. Neither the University nor the Union shall discriminate against a GA because of membership or non-membership in any labor union or on the basis of race, color, ethnicity, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, past/present history of a mental disorder), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, or membership in other protected classes set forth in state or federal law. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

Section 2. In the event an accommodation proposed to comply with state or federal law conflicts with a provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation.

Section 3. The parties agree that an accommodation made by the University or the Union with respect to any term or condition of employment shall apply only to the person accommodated in the particular situation. The fact that such person was accommodated, and the manner and method of such accommodation, shall be without precedent and may not be used or relied upon by any person or entity with regard to any subsequent grievance or arbitration pursuant to this Agreement.

Section 4. The University maintains a policy currently known as the Policy Against Discrimination, Harassment and Inappropriate Romantic Relationships ("Policy Against Discrimination"), which is revised and updated and may be renamed from time to time. This policy applies to GAs as well as the other members of the University Community.

Section 5. The Policy Against Discrimination shall be made available to GAs through posting on a University website.

Section 6. The University maintains Gender Transition Guidelines to assist transgender and gender variant members of the campus community with navigating the policies and practices of the University during a gender transition, as well as to assist University community members in their efforts to support transgender community members. In conjunction with such Guidelines, as they may from time to time be revised and updated, the University shall comply with law including any applicable building code with respect to the provision of all-gender restrooms. The University shall make reasonable efforts to accommodate requests by a GA for an all-gender restroom within a reasonable distance to the GA's workplace.

Section 7. The University shall comply with the law including any applicable building code with respect to the provision of lactation stations.

## **ARTICLE 5**

### **APPOINTMENT & REAPPOINTMENT NOTIFICATION**

Section 1. Each offer of appointment or reappointment to a Graduate Assistant position shall be made by the University in writing and shall state: (1) whether the position is a Teaching Assistantship, Research Assistantship or a combination of research support and teaching; and (2) the term of the appointment or reappointment. Offers of appointment or reappointment to a GA position shall be for a minimum term of one semester.

Section 2. The parties recognize appointments for an academic year or longer are generally in the mutual interest of the University and the GA. Nothing in Section 1 shall prevent or discourage departments from making appointments or reappointments that exceed one semester. Appointments exceeding one academic year may be made contingent on available funding.

Section 3. The University shall provide a written letter offering an individual an appointment or reappointment.

(a) The University will make reasonable efforts to notify incoming students of their appointments by April 1.

(b) The University will make reasonable efforts to notify continuing students of Fall Semester appointments by June 15.

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

Section 4. The letter of appointment shall include the following information:

- a. Appointment title
- b. Appointment percentage of Full Time Equivalent

- c. Effective dates or duration of the appointment
- d. Hiring unit
- e. Hiring unit contact
- f. A brief summary of the general nature of required duties
- g. Stipend
- h. Reference to source of information on health and other applicable benefits
- i. Tuition and fee waiver or remission information
- j. Response requirements, if any
- k. A statement that the position is covered by this collective bargaining agreement
- l. A web address provided by the Union for GEU-UAW contact information, informational materials, and membership card.

Section 5. Supplemental Description of Duties: At least thirty (30) days prior to the commencement of each academic semester, the University shall make reasonable efforts to provide GAs with applicable documentation detailing the specific duties of the appointment for that semester, which may include:

- a. assigned course, lab, research project, or position;
- b. the faculty member or supervisor to whom the GA will report;
- c. the duties that the GA will be required to perform;
- d. course meeting times and location (if applicable);
- e. the maximum number of students for which the GA will be responsible per class, section, lab, etc.;
- f. work location.

Departments may use the sample Description of Duties forms attached hereto to as Appendix or may create their own forms.

## **ARTICLE 6**

### **APPOINTMENT SECURITY**

Section 1. If the University makes an offer for appointment to a Graduate Assistant position and the individual to whom the offer was made accepts it in a timely manner, the terms of the offer including level of compensation, benefits, and other terms and conditions of employment shall be honored by the University during the term specified in the offer of appointment. This provision does not and shall not be interpreted to excuse any GA from fulfilling the proper and complete performance of the functions of the GA position subject to Article 24 (Discipline and Dismissal) or applicable academic standards.

Section 2. By providing written notice and supporting documentation at least 20 days in advance of the start of the appointment, a GA may turn down one or more semesters of an appointment to accept an extramural or other fellowship or for another reason granted by the University. If a GA turns down one or more semesters, as set forth in this Article, the time off shall be unpaid and the GA shall be responsible for tuition and fees, if applicable, and the duration of the original appointment shall not be extended.

## ARTICLE 7

### **EMPLOYMENT FILES**

Section 1. "Employment file" shall be defined as documents maintained by the University reflecting an individual's appointment as a GA, revision or termination of such appointment, job-related evaluations and discipline of the GA, and pay and benefits related to such appointment. For the purposes of this article, employment files of GAs shall be considered education records pursuant to the Family Educational Rights and Privacy Act (FERPA), as amended, as they are records relating to individuals in attendance at the University who are employed as a result of their status as students. The University shall not make personally identifiable material in an employment file public without the GA's consent except as otherwise provided by applicable law.

Section 2. Materials related to a GA's course of study, grades, academic progress and aspects of graduate study other than service as a GA, while also subject to FERPA, shall not be considered part of the employment file. Grievances filed by a GA and records concerning the processing and resolution of the grievance, including any arbitration concerning it, shall also not be considered part of the employment file.

Section 3. The University shall, within ten (10) working days after receipt of a written request from a GA, permit such GA, who may be accompanied by a Union representative if the written authorization by the GA so provides, to inspect the GA's employment file. Such inspection shall take place during regular business hours at a location designated by the University. The GA may not remove the employment file from the designated premises. The University may require that inspection take place in the presence of a designated individual.

Section 4. If upon inspection of the employment file a GA disagrees with any of the information contained in such file, removal or correction of such information may be agreed upon by such GA and the University. If such GA and the University cannot agree upon such removal or correction, then such GA may submit a written statement explaining the GA's position. Such statement shall be maintained as part of the employment file and shall accompany any transmittal or disclosure of such file to a third party.

Section 5. Within a reasonable time after receipt of a written request from a GA, the University will provide such GA, or the Union if the GA has authorized the Union to receive it, with a copy of all or part of the GA's employment file, provided such request reasonably identifies the materials to be copied. The University may charge a fee for such copying reasonably related to the cost of supplying the requested documents.

Section 6. The employee shall be notified of the placement of any negative evaluative material in his/her employment file within ten (10) working days.

## **ARTICLE 8**

### **JOB POSTING**

Section 1. The parties recognize that the University has discretion over who is hired as a GA, the qualifications for GA positions and the methods used to make such hiring decisions.

Section 2. The parties also recognize that GA appointments are usually made without posting, including appointments at the time of admission, through departmental assignment, in connection with advising relationships with faculty members, and through arrangements made between departments.

Section 3. On occasions when a University unit decides to open a Graduate Assistants opportunity to more widespread or University-wide application, these procedures shall be followed:

A. The University shall create and maintain a website for posting of information regarding such GA opportunities as a University unit decides to advertise. The University shall notify the Union of the address of the website within 30 days of ratification of this agreement.

B. The University will post information on the website concerning such GA openings as soon as reasonably practicable.

C. The website shall contain the following information with respect to each position posted there:

1. A description of the position and the qualifications required to apply for it.
2. An employment non-discrimination statement.
3. The procedure required to apply for the job, including the name and location of the office where inquiries and applications may be made.

## **ARTICLE 9**

### **WORKSPACE & MATERIALS**

Section 1. The University will provide office space, desk space, laboratory and other facilities, equipment and materials necessary for the performance of the duties assigned to a GA.

Section 2. If the University requires a GA to purchase job-related materials or equipment, the GA shall be reimbursed for those costs. GAs shall be reimbursed for the cost of equipment or materials purchased by the GA to perform the GA assignment if the GA had prior written approval for such purchase from the GA's department head and followed all relevant University and State of Connecticut procurement and purchasing requirements. Absent such written approval, a GA shall not be required to purchase such equipment or materials to perform the GA's assignment.

Section 3. Personal computers, home printers and printing supplies, calculators, reference materials, electronic media, home internet access and the like, which are provided and

used by graduate students in the course of their graduate studies, are not considered reimbursable for purposes of this article, unless the GA has been required to purchase and use the item for GA work pursuant to Section 2.

## **ARTICLE 10**

### **WORKLOAD**

Section 1. The workload for a full-time graduate assistant shall not exceed an average of twenty (20) hours per week during the term of the GA's appointment. Alternate percentage appointments will be directly proportional to the full-time appointment. Given the professional nature of GA assignments, the specific hours in any week may vary from the average according to the needs of the employing unit, but will not unreasonably exceed twenty (20) hours, or the pro-rata equivalent, in any given week.

Section 2. While the parties recognize that the content of work assigned to a GA is a University prerogative, supervisors and departments shall not assign job duties that the GA cannot reasonably perform within the allotted workload hours taking into account the GA's academic commitments as a graduate student.

Section 3. A GA 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 such time off when classes are in session, subject to the work needs determined by their supervisor. Such requests that are consistent with the deadlines and responsibilities of the GA's work shall not be unreasonably denied. A GA aggrieved by such a denial may appeal to the Dean of the Graduate School, who shall respond with a decision within five (5) business days. This section is not intended and shall not be interpreted to reduce the time off practices that existed prior to the effective date of this Agreement.

Section 4. Any work assignment, including but not limited to, preparation work, training, orientation, required meetings, required conferences and required office hours, shall be included in the total workload for the period of the appointment, including duties that occur outside the academic semester. This shall not include obligations that are required of an individual graduate student as part of his or her academic program of study.

Section 5. In the case of change of GA job assignment, any work completed in the original assignment will count toward the hour limit for the semester.

Section 6. For GAs whose assignment exceeds the number of assigned hours, pursuant to Section 1 above, the University will (1) pay for additional hours already worked on a pro rata basis and reduce the GA's assignment so as not to exceed an average of 20 hours per week, or its pro-rata equivalent, for the remainder of the term of the GA's appointment; or (2) provide for assistance for the completion of ongoing additional work; or (3) with the consent of the GA, increase the workload specified in the appointment letter for a fractional appointment to include the additional hours of work and increase the GA's stipend commensurately; or implement another solution agreed upon by the University and the GA and Union.

Section 7. If a GA contends that the GA's workload exceeds the maximum required by the GA's assignment, the GA shall first discuss this with the GA's faculty supervisor (or department head, as appropriate) in an effort to resolve the matter. A Union representative may participate in this discussion if the GA desires.

Section 8. If the GA's concern is not resolved by the faculty supervisor or department head, the GA may submit a written Workload Review Request to the Dean of the Graduate School, specifying the reasons supporting the GA's claim. Within ten (10) days, the Dean of the Graduate School will respond in writing.

Section 9. If the GA does not accept the decision of the Dean of the Graduate School, the Union may appeal it in the form of a grievance submitted directly to the arbitration step of the grievance and arbitration procedures of this Agreement.

## **ARTICLE 11**

### **INTELLECTUAL PROPERTY**

Section 1. As employees of the University, GAs shall have the same intellectual property rights and obligations as other University employees under applicable statutes and University By Laws and policies with respect to inventions, copyrightable works and other intellectual property created while working as a GA.

Section 2. The Union acknowledges that the University may revise its bylaws and policies respecting intellectual property from time to time. Such revisions shall apply to GAs, as employees, upon implementation by the University.

Section 3. A GA who serves as the instructor of record for a course shall have the same rights of ownership as a member of the faculty would have with respect to course materials that the GA develops for the course while working as a GA. If the GA develops course materials pursuant to a separate written contract with the University, the rights of ownership in such materials shall be determined by the terms of such separate contract.

Section 4. GAs shall be subject to and have rights under the Policy on Alleged Misconduct in Research in the same manner as other University employees.

Section 5. The University shall post its current intellectual property policies on its web site.

## **ARTICLE 12**

### **TRAVEL**

A GA who is required by the GA's supervisor to travel as part of the GA's duties will be reimbursed in accordance with the applicable University travel policy, as such policy may be changed from time to time.

## **ARTICLE 13**

### **TRAINING**

Section 1. The University will provide each individual appointed to a GA position with training that is needed to fulfill the GA's assignment if such training is not otherwise required of graduate students in the individual's department or program.

Section 2. All training pursuant to Section 1 shall be considered part of the GA's required workload.

Section 3. While the content and delivery of training is reserved to the University, the Union Management Committee may make recommendations to the University to address insufficient or overlapping training concerns brought to its attention by GAs.

## **ARTICLE 14**

### **EMPLOYEE ASSISTANCE PROGRAM**

The University will make an Employee Assistance Program available to GAs and eligible family member on the same basis that it is made available to faculty and other employees of the University.

## **ARTICLE 15**

### **LEAVES OF ABSENCE**

Section 1. GAs may apply for leaves of absence pursuant to this article. Each GA shall be entitled to have up to three (3) days of such leave or leaves paid per semester. The remaining portion of leaves taken pursuant to this article shall be unpaid. For GAs on a 20 hour per week appointment, each day of paid leave shall be considered equivalent to four hours work. For GAs on appointments less than 20 hours per week, the daily hour's equivalent for purposes of this article shall be pro-rated.

Section 2. A GA may request in writing a personal leave of absence from his or her GA appointment for reasons including, but not limited to, illness or injury, immigration hearings, pregnancy, to care for a newborn or adopted child, or to care for an immediate family member (spouse/registered domestic partner, son, daughter or parent of the GA or parent of the GA's spouse/registered domestic partner) with a serious health condition or for bereavement with respect to such 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. Up to three days of such leave per semester may be taken by the GA as a matter of right. The University may approve additional paid or unpaid leave for such reasons in its sole discretion. If the leave is for twenty-one (21) or fewer consecutive calendar days, the GA will retain health insurance and tuition remission benefits.

Section 3. Upon written application to the University, a GA may request an extended leave of absence from his or her GA appointment in excess of twenty-one (21) consecutive

calendar days, but in no event longer than the remainder of the current semester. The University may approve such leave in its sole discretion. If it grants such a leave, the University will determine whether the GA's stipend, health insurance and tuition remission will be extended for the portion of the approved leave exceeding twenty-one (21) calendar days.

Section 4. Notwithstanding any contrary provision of this article, a graduate assistant who gives birth will be granted a leave period of six (6) weeks following natural childbirth and eight (8) weeks following childbirth by caesarian section. The GA's stipend, health insurance support and tuition waiver will be maintained during such leave (but not beyond the end of the GA's appointment) and during medically necessary leave prior to delivery that is supported by medical certification. A GA who is the non-birth parent of a newborn or adopted child will be granted a leave of twenty-one (21) consecutive calendar days to care for the child. The GA's stipend, health insurance support and tuition waiver will be maintained during such leave (but not beyond the end of the GA's appointment).

Section 5. A GA will be granted a military leave of absence and jury duty leave in accordance with applicable laws and University policy.

Section 6. No leave of absence will be granted for a GA to engage in other employment.

Section 7. While nothing in the sections above concerning leaves from a GA appointment affects a graduate student's right, if any, to take leave from an academic program, the parties agree that taking leave from an academic program automatically constitutes relinquishment of any GA appointment held by the individual taking such a leave.

## **ARTICLE 16**

### **HOLIDAYS**

Section 1. GAs shall not be required to work on the following holidays when the holidays occur during the term of their appointment, except as provided in Section 3 of this Article.

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Section 2. The University recognizes that there are religious holidays that are not currently University holidays. The University shall make every good faith effort to accommodate a GA who wishes to observe recognized religious holidays.

Section 3. Any GA required by the University to work on a holiday may arrange an

alternative day off with their supervisor for a mutually agreeable alternative within the same semester.

## **ARTICLE 17**

### **HEALTH & SAFETY**

Section 1. UConn shall continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their work as GAs. Such reasonable provisions shall include providing, maintaining and training in the safe and proper use of equipment and workspace necessary for the work. Appropriate safety equipment shall be furnished to employees as required.

Section 2. The UConn Environmental Health and Safety policy, as effective on October 24, 2014, is incorporated into this Agreement, and updated health and safety policies shall automatically be incorporated herein as replacements for the preceding document.

Section 3. The University agrees to appoint to the Environmental Health and Safety Committee a member of the bargaining unit who shall be designated by the Union. The Union Management Committee established in Article 28, or a subcommittee thereof if the Committee chooses to create one for such purpose, shall include health, safety and security issues in its agenda at the request of either party to the Agreement.

## **ARTICLE 18**

### **PARKING & TRANSIT**

Section 1. The parties recognize that while limited parking resources on campus must be shared by varied constituencies including students, staff and faculty, the University has traditionally provided GAs with more extensive parking privileges than provided to other students as well as access to some employee lots. The University will continue to provide such enhanced parking to GAs, but the specific access arrangements and areas covered by GA parking permits may change as factors such as construction and program changes affect the overall UConn parking plan.

Section 2. The University retains the right to establish and change parking rates, open and close lots, and modify parking conditions and regulations. The University shall provide 30 days advance written notice to the Union of any proposed change in parking rates or regulations affecting GAs.

Section 3. The parking rate charged GAs shall be equivalent to Fifty Per Cent (50%) of the parking rate charged commuter students for a commuter parking permit.

Section 4. The Parking Advisory Committee may meet to discuss and receive comments regarding any proposed changes in parking rates. The University agrees to appoint to the Parking Advisory Committee a member of the bargaining unit who shall be designated by the Union.

Section 5. The Union-Management Committee may consider and make recommendations to the University concerning how parking and transit services can be improved for the benefit of GAs.

## **ARTICLE 19**

### **HOUSING**

Section 1. The Union and the University share the concern that adequate housing be available to graduate students, including GAs.

Section 2. The parties agree that the Union-Management Committee may consider housing issues and make recommendations to the University to address the housing needs of graduate students and GAs. The Committee will meet for this purpose up to twice per semester at the request of either party.

Section 3. The University will provide the committee with available information reasonably necessary for it to carry out its functions with respect to housing, including an annual update concerning the number of spaces of campus housing for which GAs shall be eligible to apply.

## **ARTICLE 20**

### **TUITION AND FEE WAIVERS**

The University shall grant remission or waiver of tuition for Graduate Assistants covered by this Agreement. With respect to fees, the parties agree:

(a) Effective at the start of the 2015-2016 academic year, the University shall waive the Infrastructure Fee for a Graduate Assistant during each semester of such GA's appointment.

(b) Effective at the start of the 2016-2017 academic year, the University shall provide each Graduate Assistant with a credit of One Hundred Dollars (\$100.00) toward the General University Fee during each semester of such GA's appointment.

(c) Effective at the start of the 2017-2018 academic year, the University shall provide each Graduate Assistant with an additional credit of One Hundred Dollars (\$100.00) toward the General University Fee during each semester of such GA's appointment, for a total credit of Two Hundred Dollars (\$200.00) per semester.

**ARTICLE 21**

**STIPENDS, WAGES AND PAYROLL**

Section 1. The parties recognize that during the 2014-2015 academic year, stipends were paid to GAs at the Beginner, Masters and PhD Candidate levels at the rates set forth below:

2014-2015 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$ 1,075.16	\$ 20,965.62
	75.00%	\$ 806.37	\$ 15,724.22
	50.00%	\$ 537.58	\$ 10,482.81
Masters or Equivalent	100.00%	\$ 1,131.31	\$ 22,060.55
	75.00%	\$ 848.49	\$ 16,545.56
	50.00%	\$ 565.66	\$ 11,030.37
PhD Candidate	100.00%	\$ 1,257.77	\$ 24,526.52
	75.00%	\$ 943.33	\$ 18,394.94
	50.00%	\$ 628.89	\$ 12,263.36

Section 2. During the 2015-2016 academic year, minimum stipends for GAs at the Beginner, Masters and PhD Candidate levels shall be increased by Three Per Cent (3.0%).

2015-2016 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$ 1,107.41	\$ 21,594.59
	75.00%	\$ 830.56	\$ 16,195.95
	50.00%	\$ 553.71	\$ 10,797.29
Masters or Equivalent	100.00%	\$ 1,165.25	\$ 22,722.37
	75.00%	\$ 873.94	\$ 17,041.93
	50.00%	\$ 582.63	\$ 11,361.28
PhD Candidate	100.00%	\$ 1,295.50	\$ 25,262.32
	75.00%	\$ 971.63	\$ 18,946.79
	50.00%	\$ 647.76	\$ 12,631.26

Section 3. During the 2016-2017 academic year, minimum stipends for GAs at the Beginner, Masters and PhD Candidate levels shall be increased by Three Percent (3.0%).

2016-2017 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$ 1,140.64	\$ 22,242.43
	75.00%	\$ 855.48	\$ 16,681.82
	50.00%	\$ 570.32	\$ 11,121.21
Masters or Equivalent	100.00%	\$ 1,200.21	\$ 23,404.04
	75.00%	\$ 900.16	\$ 17,553.18
	50.00%	\$ 600.11	\$ 11,702.12
PhD Candidate	100.00%	\$ 1,334.37	\$ 26,020.19
	75.00%	\$ 1,000.78	\$ 19,515.19
	50.00%	\$ 667.19	\$ 13,010.20

Section 4. During the 2017-2018 academic year, minimum stipends for GAs at the Beginner, Masters and PhD Candidate levels shall be increased by Three Percent (3.0%).

2017-2018 Academic Year			
LEVEL	PERCENT EMPLOYED	BIWEEKLY STIPEND	STIPEND FOR FULL (TWO SEMESTER) ACADEMIC YEAR
Beginners (Pre-Masters)	100.00%	\$ 1,174.86	\$ 22,909.70
	75.00%	\$ 881.14	\$ 17,182.28
	50.00%	\$ 587.43	\$ 11,454.85
Masters or Equivalent	100.00%	\$ 1,236.21	\$ 24,106.16
	75.00%	\$ 927.17	\$ 18,079.78
	50.00%	\$ 618.11	\$ 12,053.18
PhD Candidate	100.00%	\$ 1,374.40	\$ 26,800.79
	75.00%	\$ 1,030.80	\$ 20,100.65
	50.00%	\$ 687.21	\$ 13,400.50

Section 5. A GA shall be appointed to the highest stipend level for which he or she is eligible based on degree standing at the start of the individual's appointment as a GA. GAs may be appointed to a higher level at the discretion of the University. If a GA becomes eligible for a higher level during an appointment, the higher stipend level shall become effective no later than the start of the next semester. The University may appoint a GA to a combined teaching and research position.

Section 6. Stipend rates established by this Agreement are minimums and do not restrict the University's right to provide a higher stipend, bonus or monetary award to a GA at the University's discretion.

Section 7. The University's current practices with respect to payment of GAs for summer work will be maintained during the summer of 2015, but either party may reopen the issue of summer pay for further bargaining by notifying the other of such reopening in writing on or after October 1, 2015.

## **ARTICLE 22**

### **HEALTH INSURANCE**

Section 1. The parties recognize that during the 2014-2015 academic year, GAs in the bargaining unit, together with substantially all other graduate students at the University, were required to have health insurance and were offered the opportunity to participate in a student health insurance plan provided by the University. The University subsidized the cost of such health insurance for GAs by paying a portion of the full cost of such health insurance so that the resulting cost borne by the GA for such insurance coverage was:

(a) for an individual GA, \$200 annually, \$75 for fall semester only, or \$125 for spring semester only;

(b) for one dependent of the GA, in addition to the charge for the GA, \$1,240 annually, \$465 for fall semester only, or \$775 for spring semester only;

(c) for family (two or more dependents) of the GA, in addition to the charge for the GA, \$1,622 annually, \$608 for fall semester only, or \$1,014 for spring semester only.

Section 2. Contingent upon legislative authorization and the agreement of the Comptroller and the Office of Policy and Management (OPM), commencing with the 2015-2016 academic year the University shall provide GAs with health insurance under the Connecticut Partnership Plan without the Health Enhancement Program (HEP).

For such coverage for an individual GA, the GA will pay \$200; for such coverage for the GA and one dependent, the GA will pay \$1,440; and for such coverage for the GA and family, the GA will pay \$1,822.

Section 3. In the event the Comptroller or OPM does not authorize the University to provide health insurance to GAs under the Connecticut Partnership Plan, commencing with the 2015-2016 academic year the University will offer GAs the opportunity to participate in a student health insurance plan provided by the University through a third-party insurer or through self-insurance with coverage and benefits reasonably equivalent to those of the Connecticut Partnership Plan without HEP.

For such coverage for an individual GA, the GA will pay \$200 and the University will pay the remainder of the cost of coverage; for such coverage for the GA and one dependent,

the GA will pay \$1,440 and the University will pay the remainder of the cost of coverage; and for such coverage for the GA and family, the GA will pay \$1,822 and the University will pay the remainder of the cost of coverage.

Section 4. The Union-Management Committee may consider issues concerning health insurance and its administration and make such recommendations as the Committee determines to be appropriate.

Section 5. The parties agree: (1) that the provision of health insurance to GAs by means of the Partnership Plan pursuant to this article does not constitute providing GAs with state employee pension or healthcare benefits within the meaning of paragraph 3(c) of the neutrality agreement executed by the UAW and UConn on April 9, 2014 and April 11, 2014 respectively; and (2) that nothing in this Agreement makes the bargaining unit of GAs part of the SEBAC Coalition nor does it entitle them to state employee pension or healthcare benefits.

## **ARTICLE 23**

### **CHILD CARE**

During each fiscal year the University shall make a fund available to reimburse bargaining unit members for child care expenses at licensed child care facilities or bona fide institutional afterschool programs.

For 2015-2016, the fund will be \$40,000.

For 2016-2017, the fund will be \$65,000.

For subsequent years, the fund will be at least \$80,000.

Reimbursement shall be made in accordance with procedures, policies and requirements, as established by the Union, which shall conform to any relevant law.

## **ARTICLE 24**

### **DISCIPLINE AND DISMISSAL**

Section 1. The University will not discipline a GA during the term of the GA's current appointment without just cause. As used in this article "discipline" means a written warning, a suspension without pay or a dismissal from a GA appointment based upon job-related misconduct or job performance of an individual who remains enrolled as a graduate student.

Section 2. This article does not apply to determinations by the University to dismiss a graduate student from the University for academic reasons or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student for any reason cannot continue to serve as a GA. An arbitrator shall therefore have no power to order

reinstatement to a GA position of an individual who is no longer a graduate student at UConn.

Section 3. Notice of Discipline: The University will promptly notify the GA and the Union in writing of the issuance of discipline, which then may be challenged through the grievance and arbitration procedures of Article 25.

Section 4. Dismissals and Unpaid Suspensions:

A. Prior to the dismissal or unpaid suspension of a GA, the GA shall be provided with a written statement of the reasons for which dismissal or unpaid suspension is being considered. The notice shall include the nature of the alleged violation, the level of discipline contemplated, the right to a hearing and the right to Union representation. Upon request, the GA and Union shall be entitled to a copy of any investigatory report that has been prepared, although confidential information and witness statements may be redacted or withheld.

B. Within seven (7) calendar days of receiving the written statement, the GA may request a hearing before the GA's department head (or dean for non-departmentalized schools), which a Union representative may attend if the GA so desires. This hearing shall be held within seven (7) calendar days of the GA's request. The GA and the Union representative shall be provided with an opportunity to respond to the reasons for dismissal or unpaid suspension.

C. Within seven (7) calendar days of the hearing, the department head shall decide whether to dismiss or suspend the GA or not and notify the GA and the Union accordingly. If the decision is to dismiss, the dismissal will take effect immediately. If dismissal is not ordered, the department head may impose a lesser form of discipline or impose no discipline.

D. A decision of the department head to dismiss a GA may within fifteen (15) calendar days be grieved directly to Step 2 of the grievance and arbitration process under Article 25 of this agreement. If the visa status of an international student is threatened by the dismissal of that student as a GA, the University and the Union shall cooperate to expedite the grievance and arbitration process so that, to the extent practicable, the grievance and arbitration process will be completed before the GA loses his or her visa status.

Section 5. The University may place a GA on paid investigatory leave without prior notice in order to investigate allegations of misconduct or dereliction of duty that, in the judgment of the University, warrant relieving the GA from work duties or removing the GA from the premises. The Union will be promptly notified of any such investigatory leave. At the conclusion of the investigation, the University shall notify the GA and the Union of the results of the investigation and either initiate the discipline process or put the GA back to work if the term of the GA's appointment has not ended. If the term of the GA's appointment ends during a paid investigatory leave, the paid leave will terminate as of the end of that term.

## ARTICLE 25

### **GRIEVANCE AND ARBITRATION**

Section 1. A grievance is a claim by an individual GA, a group of GAs or the Union that the University has violated a specific term of this Agreement. Grievances shall be processed according to this Article.

Section 2. The parties support the resolution of problems at the lowest possible level and, therefore, encourage informal discussions to resolve problems without the grievance procedure. The GA, and a Union representative if the GA so desires, shall discuss the grievance with the GA's immediate supervisor at the time of the occurrence or at the time the employee learns of the occurrence in an effort to resolve the grievance. The University and the Union may agree to bypass this step or to have the informal discussion with another supervisor. Requests to waive the informal step shall not be unreasonably denied. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 3. **Step 1.** If the grievance is not resolved through such discussion, it must be reduced to writing, dated, and presented to the department head (or dean for non-departmentalized schools) within thirty (30) calendar days after the event or after the grievant becomes aware of the event giving rise to the grievance. The written grievance must describe the claimed contract violation and identify the provision of the Agreement allegedly violated. If requested, the department head will meet with the grievant and the union representative. The department head shall provide a written response to the grievance within fifteen (15) calendar days following receipt of the grievance.

Section 4. **Step 2.** If the grievance is not resolved at Step 1, the grievant may within ten (10) days appeal to the Dean of the Graduate School. The grievant, representatives of the Union and the Dean of the Graduate School or designee and University's representatives will meet within ten (10) calendar days of receipt of such appeal in an attempt to resolve the grievance. The department head may attend the meeting. If the matter is not resolved, the Dean of the Graduate School or designee will provide a written decision on the grievance within fifteen (15) calendar days of the meeting.

Section 5. **Step 3. Arbitration:**

1. If the grievance is not resolved at Step 2, the Union may, within twenty-one (21) calendar days from receipt of the written step 2 decision, appeal the decision to arbitration. The request for arbitration shall be filed simultaneously with the University and the American Arbitration Association.

2. The labor arbitration rules of the American Arbitration Association (AAA) shall apply to the arbitration. The parties may select an arbitrator by mutual agreement or pursuant to the AAA rules. Subsequent to the effective date of the contract, the parties will endeavor to mutually agree on a panel of arbitrators. The arbitrator shall issue a decision within thirty (30) days of the hearing. The parties agree that any decision issued within sixty (60) days of the hearing shall be valid. By mutual written agreement, the parties may extend this time limit.

3. The expense of such arbitration (cost of meeting room, if any, arbitrator's fee and expenses, and transcript cost, if any) shall be split equally between the parties.

4. The parties shall make reasonable efforts to schedule arbitration hearings promptly and, where feasible, within thirty (30) calendar days of the appeal to arbitration.

Section 6. In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement, or to decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the GA whole for the remainder of the GA's appointment period. The decision of the arbitrator shall be final and binding subject to statutory provisions.

Section 7. Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the GA and/or Union of the decision rendered and such decision shall be binding upon the GA and/or Union. Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the member and/or Union to proceed to the next step. By mutual written agreement, the parties may extend the time limits in this Article.

Section 8. Only the Union may appeal denial of a grievance to arbitration.

Section 9. While final with respect to the matter itself, resolutions pursuant to Step 1 or Step 2 shall not constitute a precedent for any purpose.

## **ARTICLE 26**

### **SUBCONTRACTING**

The parties recognize that teaching, research and other activities performed by GAs have also been performed and will continue to be performed by others within the University, including faculty members (including adjuncts), visitors, undergraduates, post-doctoral individuals, vendors, laboratory technicians, research assistants, research associates and other employees. The University shall not, however, replace GAs with outside contractors or personnel from outside temporary agencies without bargaining with the Union over the decision to do so and any effects of such replacement.

## **ARTICLE 27**

### **UNION RIGHTS**

Section 1. To the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University shall provide the Union electronically with data about the bargaining unit as provided in this article. At the beginning of each semester, the University shall provide the Union electronically with the roster of the bargaining unit, including for each member: full name, employee identification number, appointment start date, appointment end date, job title,

appointment type (teaching, research or teaching/research combination), percent appointment level, pay step (beginner, masters candidate, PhD candidate), bi-weekly stipend, work department or hiring unit, work location and department head. The University shall also update the roster at least monthly.

Section 2. The University will include in its template for GA offer letters a provision by which the GA consents to the disclosure of such information to the Union. Before implementing such language the University will provide it to the Union for review and comment. The Union agrees that it will not re-disclose in violation of FERPA any personally identifiable information from education records that it receives pursuant to this provision.

Section 3. The Union may use the University mail service under the current policy for registered organizations. Pursuant to the policy, the Union understands that it shall pay the regular rate, that its materials may not interfere with other official University obligations, and that such materials shall be accompanied by a statement that they are not official publications of the University.

Section 4. Following ratification and approval by the parties, the University shall publish the collective bargaining agreement on a designated website.

Section 5. The Union may arrange for the use of University conference rooms and meeting space on the same basis as other unions recognized by the University.

Section 6. The University shall notify newly appointed GAs of their membership in the bargaining unit and shall supply them with the link for the Union's website where they may access membership information and forms.

Section 7. The Union shall furnish the University with a written list of the Union's officers and other authorized representatives and shall update the list when changes occur. The University shall deal with such individuals as representatives of the Union for purposes of investigating, presenting and settling grievances in accordance with the provisions of the collective bargaining agreement. Upon securing permission (such permission shall not be unreasonably delayed or denied) from a supervisor, the representative shall be permitted reasonable time to investigate, present and process grievances on University property during regular working hours. Such activities are not to disrupt University operations.

Section 8. A reasonable number of Union representatives shall be permitted access to areas of the campus that are open to the general public for the purpose of communicating and meeting with GAs, 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 to meet with GAs who wish to do so.

Section 11. The University shall allow three (3) GAs to serve as Release-Time Union Representatives. Two of the Release-Time Union Representatives shall receive stipends at the 20-hour per week level and one shall receive a 10-hour stipend (or 10-hour addition to the individual's regular GA appointment level up to a 20-hour per week maximum) to devote such time to Union work. GAs in their first year of graduate study shall not be eligible for designation as a Release-Time Union Representative. The Union will designate the individuals selected at least sixty (60) days in advance of the first day of instruction during each semester. The release time and support for a Release-Time Union Representative will end at any time that the individual's appointment as a GA ceases. In the event a vacancy in a Release-Time Union Representative position occurs during a semester, the University and Union will consult concerning arrangements for succession.

## **ARTICLE 28**

### **UNION-MANAGEMENT COMMITTEE**

The parties agree to establish a joint Union-Management Committee composed of up to eight (8) members. Up to four (4) members shall be designated by the University and up to four (4) members designated by the Union. The Committee shall meet at least once per academic term (Fall and Spring) to discuss matters affecting GAs covered by this Agreement and other related issues that are not the subject of an active grievance. Agendas shall be mutually agreed to at least seven (7) business days prior to the meeting. The Committee may also convene at other times upon mutual agreement. No matter shall be submitted to the Committee once it has been made subject to the grievance or arbitration provision of this Agreement.

## **ARTICLE 29**

### **CONTINUATION OF SERVICES**

The Union and the University agree that any differences between the parties on matters relating to the Agreement shall be settled by the means provided in the Agreement. To that end, the University agrees that it will not lock out GAs and the Union agrees that it will neither call nor condone any strike, work stoppage or slowdown during the term of this agreement. The Union agrees that it will act immediately to disavow, prevent and bring about an immediate end to any activity in violation of this Article.

## **ARTICLE 30**

### **SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

## **ARTICLE 31**

### **DURATION**

This Agreement shall take effect upon the later of July 1, 2015 or legislative approval, and shall expire on June 30, 2018.

Negotiations for the successor to this Agreement shall commence according to the timetable established by Section 5-276a(a) of the General Statutes. The request to commence negotiations shall be in writing, sent by the requesting party to the other party via certified mail.

## **ARTICLE 32**

### **LEGISLATIVE ACTION**

This Agreement shall require legislative approval in accordance with Section 5-278 of the General Statutes in order to become effective. For future successor agreements, the cost items contained in such agreements and any provisions that are in conflict with any statute or any regulation of any state agency shall become effective in accordance with the procedures in Section 5-278. If the Legislature rejects this Agreement, or any such successor agreement, the parties shall return to the bargaining table.

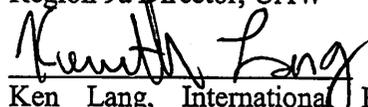
ARTICLE 33

SIGN-OFF

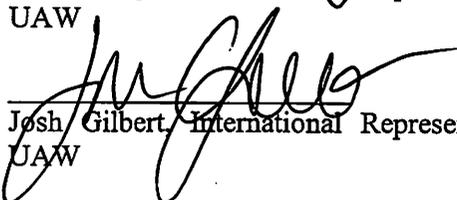
For the Graduate Employee Union



Julie Kushner  
Region 9a Director, UAW



Ken Lang, International Representative,  
UAW



Josh Gilbert, International Representative,  
UAW

GEU NEGOTIATING TEAM



Ameya Akkalkotkar



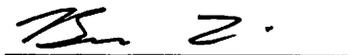
Cera Fisher



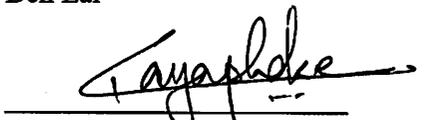
Casey Green



Ian Gutierrez



Ben Lai



Gayatri Phadke

For the Board of Trustees of  
The University of Connecticut



Susan Herbst  
President

UCONN NEGOTIATING TEAM

Dr. Pamir Alpay  
Dr. Sandra Chafouleas  
Dr. Amy Donahue  
Michael J. Eagen  
Jocelyn Miner  
Dr. John Morris  
George O'Brien  
Dr. Jeffrey Seemann  
Jason Stanevich

## Supplemental Description of Duties – Research Assistant

Grant name and number: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Graduate assistant: \_\_\_\_\_

The items checked below describe the duties that are required as part of this assistantship.

<input type="checkbox"/> Prepare materials for Human Subjects Review Board	<input type="checkbox"/> Analyze data
<input type="checkbox"/> Recruit subjects	<input type="checkbox"/> Keep accurate records of experimental/observational data
<input type="checkbox"/> Interview subjects	<input type="checkbox"/> Provide access to all project-related data for supervisor
<input type="checkbox"/> Prepare materials for Animal Care and Use Committee	<input type="checkbox"/> Manage and respond to project-related communications
<input type="checkbox"/> Feed and care for subject animals	<input type="checkbox"/> Prepare website materials
<input type="checkbox"/> Clean animal cages	<input type="checkbox"/> Maintain (update) website materials
<input type="checkbox"/> Monitor subject animals	<input type="checkbox"/> Prepare articles, reports, and/or presentations
<input type="checkbox"/> Administer drugs, hormones, or other chemicals	<input type="checkbox"/> Review literature
<input type="checkbox"/> Perform surgical procedures	<input type="checkbox"/> Prepare materials for grant submission
<input type="checkbox"/> Perform euthanasia	<input type="checkbox"/> Supervise undergraduate students
<input type="checkbox"/> Prepare materials for laboratory	<input type="checkbox"/> Maintain records on undergraduate student performance
<input type="checkbox"/> Perform experiments	<input type="checkbox"/> Maintain undergraduate student attendance records
<input type="checkbox"/> Request or acquire necessary equipment	
<input type="checkbox"/> Develop and construct lab equipment	
<input type="checkbox"/> Clean laboratory and equipment	
<input type="checkbox"/> Wash glassware	
<input type="checkbox"/> Order equipment	
<input type="checkbox"/> Oversee budget	

Perform other research-related duties described here as assigned. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Research assistant signature: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Supplemental Description of Duties – Teaching Assistant

Course number and section: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Graduate assistant: \_\_\_\_\_

Course meeting times: \_\_\_\_\_

Course location: \_\_\_\_\_

Maximum number of students  
per section \_\_\_\_\_

The items checked below describe the duties that are required as part of this assistantship.

\_\_\_\_\_ Attend lectures

\_\_\_\_\_ Present \_\_\_\_\_ lectures

\_\_\_\_\_ Instruct \_\_\_\_\_ sections/labs per week

\_\_\_\_\_ Preparation

\_\_\_\_\_ Hold \_\_\_\_\_ office hours per week

\_\_\_\_\_ Supervision/TA meeting \_\_\_\_\_ hours per week

\_\_\_\_\_ Read and evaluate \_\_\_\_\_ papers per student

\_\_\_\_\_ Grade \_\_\_\_\_ exams. Specify proportion of grading if not 100% \_\_\_\_\_

\_\_\_\_\_ Prepare drafts of narrative evaluations and/or make grade recommendations for students in TA section or lab

\_\_\_\_\_ Provide individual and/or group tutoring

\_\_\_\_\_ Maintain/submit student records (e.g., grades)

\_\_\_\_\_ Complete required TA training

\_\_\_\_\_ Perform other class-related duties described here as assigned. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Teaching assistant signature: \_\_\_\_\_

Supervisor signature: \_\_\_\_\_

Date: \_\_\_\_\_