

Tentative agreement – 6-30-21

ARTICLE 4

EMPLOYMENT APPOINTMENT SECURITY

Section 1. For teaching appointments outside the guaranteed admissions offer period, if a Teaching Fellow's assigned course or section is cancelled due to insufficient enrollment or any other reason after the formal acceptance of a written employment appointment pursuant to Article 3, Employment Appointment Letter, or after the start of the appointment period, the department or unit shall notify the Teaching Fellow as soon as practicable. In such cases, the Teaching Fellow shall be offered an available alternative section that the Teaching Fellow is qualified to teach and that has not been assigned to another Teaching Fellow or other individual, or where appropriate an equivalent RA position for which the Teaching Fellow is qualified. However, if no other course or RA assignment can be made and the course or section is finally cancelled, the Teaching Fellow shall be paid 70% of the compensation they would have received had the course or section not been cancelled. If the cancellation results in loss of bargaining unit membership, the Teaching Fellow will nevertheless have access to the insurance pools, emergency pool and child care pool established under this Agreement for the remainder of the semester.

Section 2. If a Research Assistant I or II has their appointment end during their employment appointment period due to the departure of the faculty member to whom the SW is assigned or other circumstances where the appointment is ended by the University prior to its completion, and except in cases of discharge pursuant to Article 19, the department, program, or employing unit will work with the SW and endeavor to find work for the remainder of the 10 or 12 month employment appointment. Such replacement work is not guaranteed, however.

If no other appointment can be made, the Research Assistant, for the remainder of their 10 or 12 month appointment, shall be paid at least 75% of the remaining balance of the total compensation they would have received had their appointment not ended. If the cancellation results in loss of bargaining unit membership, the Research Assistant will nevertheless have access to the insurance pools, emergency pool and child care pool established under this Agreement for the remainder of their appointment.

However, in cases where the Research Assistant chooses to leave their appointment due to their allegations of discrimination or harassment or abusive/intimidating behavior, and pursues formal or informal resolution of such allegations pursuant to Article 7 and/or under University policies, the department, program or employing unit will, as a supportive measure pending resolution or dismissal of the claim, either find replacement work for the Research Assistant or will provide continued compensation to the Research Assistant for the balance of the appointment.

N. S. D. Giovanni

6-30-21