

**COLLECTIVE BARGAINING AGREEMENT**

*between*

**THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK**

*and*

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1104**

[Effective February 1, 2026 – June 30, 2029]

**TABLE OF CONTENTS**

Article 1 – Agreement.....4

Article 2 – Recognition.....4

Article 3 – Management Rights .....4

Article 4 – Principal Investigators .....4

Article 5 – Letter of Appointment .....5

Article 6 – Evaluations.....6

Article 7 – Personnel Files .....6

Article 8 – Orientation and Training.....6

Article 9 – Health and Safety .....7

Article 10 – No Discrimination.....8

Article 11 – Discipline .....8

Article 12 – Stipend .....9

Article 13 – Professional Development Fund .....10

Article 14 – Health, Dental and Vision Benefits .....10

Article 15 – Grievance Procedure.....11

Article 16 – Union Membership .....13

Article 17 – Union Security .....14

Article 18 – Lists of Bargaining Unit Members .....14

Article 19 – Access for Union Representatives .....15

Article 20 – No Strikes or Lockouts .....15

Article 21 – Complete Agreement .....16

Article 22 – Duration .....16

Article 23 – Savings Clause .....16

Article 24 – Workload and Responsibilities .....17

Article 25 – Payday.....17

Article 26 – International Students .....18

Article 27 – Leaves .....18

Side Letter #1 .....21



**1. AGREEMENT**

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

**2. RECOGNITION**

**2.1** The RF, 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 ("RPA") employed by the RF at Stony Brook University.

**3. MANAGEMENT RIGHTS**

**3.1** 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.

**3.2** 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.

**3.3** 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.

**3.4** The right to reasonably accommodate disabled persons in accordance with applicable laws, notwithstanding other provisions of this Agreement, is vested exclusively with the RF.

**4. PRINCIPAL INVESTIGATORS**

**4.1** The parties understand and agree that the relationship between a Principal Investigator ("PI") and a bargaining unit member may be both academic and supervisory in nature. Academic issues are outside the scope of this Agreement. PIs may not use academic issues as the basis of

employment-related discipline; PIs shall conduct any discipline in accordance with the parameters specified in Article 11 (Discipline) of this Agreement.

## **5. LETTER OF APPOINTMENT**

- 5.1** General Provisions. An RPA appointment is established only by the issuance of a Written Notice of Appointment by RF as provided in this article.
- a. A Written Notice of Appointment is an official document which meets the requirements of Section 3 of this Article.
- 5.2** Timing of Notice. Written Notices of Appointment shall be issued no less than twenty-five (25) calendar days before the start of the appointment. In cases in which positions become available less than twenty-five (25) calendar days before the commencement of an appointment date, notification will be made as soon as possible.
- 5.3** Written Notice of Appointment. Written Notices of Employment shall be sent by email as attachments in PDF format and made available on the RF SUNY online employee self-service portal in PDF format and will include the following:
- a. the applicable appointment title;
  - b. appointment percentage;
  - c. effective start and end dates;
  - d. salary/wages/stipend;
  - e. health and other applicable benefits or deductions, including Personal Time Off,
  - f. hiring organization/department;
  - g. hiring organization/department contact;
  - h. a brief statement of the required work duties;
  - i. the name of the faculty member or supervisor to whom the RPA will report;
  - j. a link to the CWA 1104 contract website and a statement that the position is covered by a collective bargaining agreement between the Union and RF, and that a response on the Union Membership card is a required condition of employment;
  - k. a direct link to the Membership Election Form;
  - l. a statement that RPAs on full or half assistantships are generally expected to provide 20 or 10 hours of service per week; and
  - m. contact information for their local CWA representative including email and phone.
- 5.4** The Union shall provide RF with updated links to the CWA 1104 contract website and the CWA Membership Election Form as they become necessary. The Union shall provide the RF with updated contact information for their local CWA representative as it becomes necessary. To expedite processing of union membership cards, the RF recommends that the union provide an SBU identification number on all submissions. RF shall update the links in new

Written Notices of Appointment after receipt of updated information.

- 5.5 Written Notices of Appointment may contain additional information provided by the RF pertinent to the appointment.

## 6. EVALUATIONS

6.1 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.

## 7. PERSONNEL FILES

7.1 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,

7.2 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.

## 8. ORIENTATION AND TRAINING

8.1 The RF 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. These orientations may be provided electronically and on-demand as part of the appointment and payroll process. Additional training may be provided as determined by the respective laboratories or programs.

8.2 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.

8.3 At the start of the Fall and Spring academic semesters, all bargaining unit members newly appointed in that semester (anyone who is working in the bargaining unit for the first time, or for the first time in more than 12 months) will be informed about their hire package.

Upon the beginning of any such appointments, the email message transmitting the RPA Employee Appointment Form (DocuSign) will contain the following language:

“This position is covered by a collective bargaining agreement between the Research Foundation and the RA Union, CWA 1104. Bargaining unit members are expected to perform duties in scholarly and

scientific investigation and remain in good standing with the union. Further information including details of a required union orientation is available at: <https://cwaraunion.org/orientation>.

## **9. HEALTH AND SAFETY**

**9.1** All safety equipment (including PPE) 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. Further, when appropriate, the campus supervisor Principal Investigator shall provide RPAs safety training necessary for the performance of work in their applicable laboratory or program.

**9.2** If an employee reasonably believes working conditions could result in illness or injury to themselves or the public due to the unsafe conditions, including but not limited non-compliance with any state or federal rules, regulations, or standards, the RPA shall promptly notify Environmental Health and Safety (POC to be determined) at SBU of such health and safety concerns who will provide further direction to the RPA.

**9.3** So long as the RPA promptly notifies the EHS point of contact at SBU in accordance with this section, the RPA shall not be disciplined for refusing to work in such unsafe conditions or to operate equipment that the RPA reasonably believes would create unsafe working conditions. No employee shall be subjected to retaliation for reporting or inquiring about a health and safety concern. The RPA must promptly return to their original work assignment once the Environmental Health and Safety Office (“EHS”) determines the working conditions are safe.

**9.4** Upon receipt of a report from an RPA or the Union that they have a reasonable belief that a PI, through deliberate action or negligence, has created unsafe working conditions, RF HR at SBU will take prompt steps to investigate the matter and will take appropriate corrective action.

**9.5** The Union may appoint one bargaining unit member to serve on the University Laboratory Safety Council or comparable campus research safety council. Arrangements for the appointment of the Union member shall be made through the designated EHS point of contact.

**9.6** In the event that any safety issues are reported to the Environmental Health and Safety contact that impact any RPAs, the Foundation will promptly notify a Union representative and all impacted RPAs.

**9.7** The parties agree that EHS’s determination, after investigating a complaint raised pursuant to Section 9.2, that working conditions are safe shall not be subject to the grievance and arbitration procedure contained in Article 15, unless EHS’s determination was made arbitrarily and capriciously. The provisions of this Article set forth the Parties’ intent regarding health and safety in the workplace. These provisions do not provide any specific rights or benefits

reviewable in any forum.

## **10. NO DISCRIMINATION**

**10.1** Agreement to 2023 RF Existing Policy. The Parties agree that RPAs are covered by the RF's non-discrimination policy titled "Equal Employment Opportunity and Anti-Discrimination Policy" (the "Anti-Discrimination Policy") as it exists upon ratification of this Agreement.

**10.2** If at any point the RF amends the Policy, and such amendment results in a material reduction to the protections provided to RF employees under such Anti-Discrimination Policy, then the Union and the RF agree to meet and bargain in good faith over the proposed changes before they are enacted.

## **11. DISCIPLINE**

**11.1** RPAs are subject to discipline up to and including separation from employment 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,

**11.2** 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.

**11.3** At Verbal Counseling, the RPA may choose to be accompanied by another RPA.

**11.4** 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.

**11.5** The University's final determination that an individual's student status is Suspended or terminated shall constitute good cause for the RF's Suspension or termination of such employee as an RPA.

**11.6** A Program Sponsor's decision to bar or remove an employee from its program shall constitute good cause for the RF's termination of the employee from such sponsored program.

**12. STIPEND**

**12.1** For 0.5 full-time equivalent (FTE) appointments members of the bargaining unit will be granted raises as follows:<sup>1</sup>

Graduate Research Assistants (RPAs)

Upon Ratification <sup>2</sup>	From July 1, 2026 to June 30, 2027 <sup>3</sup>	From July 1, 2027 to June 30, 2028	From July 1, 2028 to June 30, 2029
<p>If ratification occurs on or before February 1<sup>st</sup>: The greater of 3% increase to their current salary OR an increase of a bi-weekly pay of \$1,461.54 :</p> <p>See also 12.2.</p>	<p>RPAs shall be paid at least \$1,564.10 bi-weekly pay.</p>	<p>The greater of 3% increase to their current salary OR an increase to a bi-weekly pay of \$1,692.31</p>	<p>The greater of 3% increase to their current salary OR an increase to a bi-weekly pay of \$1846.15</p>

RPAs may work a 1.00 FTE during the summer period and will be paid twice the 0.5 FTE summer rate.

**12.2** If ratification occurs on or before February 1, 2026, and effective February 1, 2026, those RPAs on a 0.5 FTE shall be paid a lump sum, non-recurring ratification bonus payment of \$1000.00. The amount of this bonus shall be on the following pro-rated scale: .01 - .12 FTE, \$250; .13-.26 FTE, \$500; .26-.30 FTE, \$750, and .39-.50 FTE, \$1,000. RPAs on a 0.25 RPA shall be paid \$500. To be eligible for payment, an individual must be on active RF payroll

<sup>1</sup> For clarity, the amounts indicated in this table are based on the campus minimum for 0.5 FTE; the amounts for individuals will vary as increases will be added to that individual's current base salary. For RPAs less than 0.5 FTE, the amounts reflected above will be prorated.

<sup>2</sup> For further clarity, RPAs who are on the active RF payroll on the date this contract is ratified and on the date of payment, (within sixty (60) calendar days from ratification) shall receive the greater of 3% or the biweekly minimum of \$1461.54; for RPAs who become active on RF payroll after the ratification date but before July 1<sup>st</sup>, 2026, they shall receive the minimum biweekly of \$1461.54. RPAs who are, or become active on RF payroll on or after July 1<sup>st</sup>, 2026, shall receive a biweekly minimum compensation amount of \$1,564.10. RPAs who are on active RF payroll on July 1<sup>st</sup>, 2027, shall receive a greater of 3% increase or an increase to a biweekly pay of \$1,692.31. RPAs who become active on RF payroll after July 1<sup>st</sup>, 2027 shall be paid a biweekly minimum of \$1692,31.

For further clarity, RPAs who are on active RF payroll on July 1<sup>st</sup>, 2028 shall receive the greater of a 3% increase or an increase to a biweekly pay of \$1846.15; for RPAs who become active employees on RF payroll after July 1<sup>st</sup>, 2028, shall be paid a biweekly minimum of \$1,846.15. RPAs whose appointments terminated before the date of ratification shall not be eligible for the increase.

<sup>3</sup> The rate listed also includes those RPAs with an appointment letter for this timeframe; it also applies to RPAs for the subsequent timeframes in this table.

on (1) the date of ratification, (2) the effective date of payment, (32) on the date of payment and (43) must not have previously received a lump sum payment of under the terms of Article 5.11 of the Graduate Student Negotiating Unit Agreement, dated July 2, 2023 to July 1, 2026. For the avoidance of doubt, RPAs with an appointment letter with an effective date for their position on or before February 1<sup>st</sup>, 2026 and in an active status at the time of payment, are eligible for the ratification bonus described in this article.

### **13. PROFESSIONAL DEVELOPMENT FUND**

**13.1 Funding.** RF will establish a \$50,000 annual professional development fund ("PDF") to assist RPAs in paying for the following costs:

- Travel related expenses including transportation, lodging and meals.
- Registration and membership fees for conferences, workshops, or seminar attendance.

Half of the fund will be available at the beginning of each of the fall and spring semesters. The Graduate School administers the PDF with funds provided by the RF, where each RPA may receive up to \$1,250 per academic year.

**13.2 Application.** All applications shall be submitted by the RPA. The application must provide justification of the expenses, expected expenditures related to the project, dates and location of the project, applicant's role, and be approved by the principal investigator if sponsored program funds are used for reimbursement. All such activities within the applications are subject to all applicable laws and policies/procedures. Within a reasonable amount of time, the RF shall inform the RPA if their application was accepted, if modifications need to be made to the application, or if the application was denied, why the request was denied. All applications that fulfil the necessary criteria are reasonably expected to be approved to the extent of available funding.

**13.3 Reimbursement Procedures.** After an application is approved, applicants may submit a request for reimbursement, providing an Itemized list of the expenditures or per diem values when available, such as meals, lodging and transportation related to the project. Reimbursement shall be provided as soon as practicable after approval of the reimbursement. Reimbursement can be provided through check or direct deposit, as per the RPAs recorded preference.

### **14. HEALTH, DENTAL AND VISION BENEFITS**

**14.1** Bargaining unit members who meet the eligibility criteria and their eligible dependents (as determined by the GSEHP) are eligible to participate in Graduate Student Employee Health Plan ("GSEHP") which includes health, prescription, dental and vision insurance coverage as a bundled benefit.

The RF shall notify the Union and all bargaining unit members enrolled in the GSEHP no less than thirty (30) days prior to any material change in health, dental, or vision benefits made by the RF which would affect the bargaining unit members enrolled in the GSEHP. The RF will not make any adverse changes in coverage in health insurance, dental and vision benefits for bargaining unit members and their dependents without negotiations with the Union.

**14.2** The RF will ensure that the World Professional Association for Transgender Health (WPATH) Standards of Care for the Health of Transgender and Gender Diverse People, Version 8, certification is a factor that is considered when bidding any new plan.

**14.3** Enrollment. An eligible RPA may enroll themselves and any eligible dependents within 45 days of the RPA's first becoming eligible. RPAs and eligible dependents not enrolled at the time of the RPA's enrollment may be enrolled within 30 days of a qualifying event (as defined in the GSEHP). The Research Foundation will designate an open enrollment period of 30 days each plan year where RPAs may enroll in coverage, add or remove eligible dependents, or waive coverage. Changes made during open enrollment become effective the first day of the plan year. If an eligible RPA fails to enroll themselves and eligible dependents within the applicable enrollment period, the RPA may enroll themselves and eligible dependents at any time, subject to a 30-day waiting period and after-tax deductions for the remainder of the calendar year.

**14.4** Notification of Enrollment Completion. RPAs who enroll in Employee Self Service will receive an electronic confirmation statement which verifies their enrollment. RPAs who enroll via paper will receive confirmation from HR/Benefits as soon as practicable that their enrollment has been received and processed.

**14.5** Delay in Coverage. In the event that an RPA reports a delay in health, dental, or vision benefits after completion of enrollment documents, the RPA may contact RF Benefits Department at the campus HR office to request an explanation of delay. The RF shall identify the problem and facilitate resolution as soon as possible.

**14.6** Benefits Discussion. At the request of the RF or the Union, the Parties may meet to discuss the RF health, dental, and vision insurance plans.

## **15. GRIEVANCE PROCEDURE**

**15.1** 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. This procedure shall not apply to any academic matters.

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

**15.3 Step Zero.** When a potential grievance arises, the RPA shall contact representative(s) of the Union, who shall meet with the representative(s) of the Research Foundation closest to and best able to discuss and resolve the matter. This typically includes the departmental/program chair, or the RPA's Principal Investigator, Graduate School Advocate, or HRS Labor Relations. The grievant(s) may be present or choose not to be present, whatever is their preference.

Informal attempts at resolution shall not extend beyond 30 calendar days without the written agreement of each of the parties.

**15.4 Step One.** The Union or bargaining unit member who wishes to file a grievance must deliver to Human Resources Services ("HRS") Labor Relations a written grievance within forty (40) calendar days of when the union 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 steward 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.

**15.5 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.

However, changes to an RPA's pay or benefits or the withholding of a scheduled across-the-board pay increase that is the result of a change in sponsored funding and the employer is unable to mitigate the impact of such change on the RPA, the employer will timely inform the union and the two parties will meet and discuss solutions with the intent of holding the RPAs harmless.

**15.6 Step Three (Arbitration).** For those issues that have not been resolved in Step Two, unless specifically excluded from 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. All fees and expenses of the Arbitration 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.

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.

**15.7** 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 by the Union within the specified time limit are waived. In the event the Employer fails to respond in accordance with the timelines in this Article, the Union shall be entitled to proceed to the next step of the process provided that the grievance is subject to the next step of the process and with contemporaneous notice to HRS Labor Relations. A grievance may be withdrawn at any time by the Union.

**15.8** No retaliation or reprisal of any kind shall be taken against any RPA because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file or any individual involved in any grievance and from any official departmental/program student files to which faculty members other than the department/program head have access. Necessary witnesses or participants in grievance procedures shall be released from their assignments as operationally feasible without penalty when necessary.

## **16. UNION MEMBERSHIP**

**16.1** 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.

## **17. UNION SECURITY**

**17.1** As a condition of employment, every RPA 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. The Union will ensure that union membership cards and union dues/service fee deduction forms contain language notifying RPAs of their Beck rights.

**17.2** 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 RF will deduct from their wages such dues or service fees as specified in writing by the Union. The RF 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 RF have any financial liability to the Union in the event of any oversights or errors. The Union shall indemnify and hold harmless the RF 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 any action taken or not taken by the RF for purposes of complying with any provision of this Article.

**17.3** This is a link to the RA Union membership card: <http://cwaraunion.org/node/306/>.

## **18. LISTS OF BARGAINING UNIT MEMBERS**

### **18.1**

a. The RF will be obligated to send the Union a list of all members within the bargaining unit ten business days before the start of each academic semester (fall, spring, and summer) Information included in the list shall include:

- i. Legal Name
- ii. Preferred Name (upon in person notification to SBU RF Human Resources)
- iii. Pronouns (upon implementation of a campus system that allows inclusion)<sup>4</sup>
- iv. Phone number

---

<sup>4</sup> Pursuant to Side Letter 1 regarding Wolfie One system implementation.

- v. Email address
- vi. Department
- vii. Workplace location when available
- viii. Salary
- ix. Advisor(s)

b. In addition to Section 18.1(a), upon request via email to [RF\\_Appointments@stonybrook.edu](mailto:RF_Appointments@stonybrook.edu) and not more frequently than every 60 days, the RF shall provide within 10 business days to the Union an accurate list of all members in the bargaining unit including the information from Sections 18.1(a)(i)-1(a)(vii).

## **18.2**

a. RF shall, in addition to all other personal and demographic information collected at the time of hire, include fields for Preferred Name and Pronouns.<sup>5</sup>

b. The parties understand that SBU anticipates having a campus system that in the future may allow RPAs to electronically communicate changes to Preferred Name and Pronouns, as well as any other personal information, that may occur after hire, but that currently changes to Preferred Name require in person notification to the SBU RF Human Resources Office.

c. When an RPA has reported a change in Preferred Name and/or Pronouns, RF shall use best efforts to communicate using indicated Preferred Name and Pronouns.

**18.3** When the Union informs the RF of errors in said information referred to in Section 18.1, the RF will endeavor to fix said errors and investigate the source of said errors with all reasonable speed.

## **19. ACCESS FOR UNION REPRESENTATIVES**

**19.1** The Union will give the 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.

## **20. NO STRIKES OR LOCKOUTS**

**20.1** 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 RF 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),

---

<sup>5</sup> Pursuant to Side Letter 1 regarding Wolfie One system implementation.

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.

**21. COMPLETE AGREEMENT**

**21.1** 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.

**21.2** 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.

**22. DURATION**

**22.1** This Agreement becomes effective upon ratification on or before February 1, 2026, and expires on June 30, 2029. 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.

**23. SAVINGS CLAUSE**

**23.1** In the event that any provision of this Agreement is found to be in contravention of any Federal, State, City or local law or regulation, or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

## **24. WORKLOAD AND RESPONSIBILITIES**

**24.1** All RPAs with .5 full-time equivalent (FTE) status shall generally be expected to provide twenty (20) hours of work per week in any given week and RPAs on a .25 FTE status shall generally be expected to provide ten (10) hours of work per week. An RPA may work hours consistent with a 1.0 FTE during the summer semester.

Employees in the bargaining unit are engaged in professional activities of such a nature that the output produced or the result accomplished often cannot be precisely measured in relation to any given period of time. It is therefore anticipated that there will be reasonable fluctuation above and below these general expectations. RPAs shall not be required to work beyond the scope of such reasonable fluctuation.

International students who work as RPAs will not be expected to work hours that would violate any visa restriction relating to work hours.

The RF shall inform the Union of any reported violation of this section. Once a report has been made, the RF shall take prompt steps to investigate the matter and take appropriate corrective action. While the investigation is underway, the RPA may work hours limited to their FTE requirement.

**24.2** Work to be performed for a stipend will be performed during the period the stipend covers. RPAs shall not be required to work prior to their appointment start date or to work after the end of their appointment. RPAs who are asked to work outside of their appointment dates may report it to the Office of Employee and Labor Relations.

**24.3** RF will not prohibit outside employment of an RPA to the extent such employment does not unreasonably interfere with the RPA's appointment.

## **25. PAYDAY**

**25.1** An RPA shall be paid on a timely, biweekly basis, in accordance with RF's normal business operations, for compensable work performed, provided the RPA and their PI have submitted to RF, in a timely fashion, all documentation or information necessary for the processing of said payment. The RPA shall communicate with their respective Principal Investigators regarding the timely submission of the paperwork necessary for such payments.

**25.2** An RPA shall receive an itemized pay stub identifying any applicable tax withholdings. The pay stub shall be available on the RF SUNY Self Service Portal retroactively for the

duration of the employee's degree program.

**25.3** An RPA may be paid through direct deposit if they provide the relevant information according to RF's normal procedures.

**25.4** In the event that an RPA reports a delayed payment for compensable work performed, the RPA may contact the RF Human Resources Office at Stony Brook, and upon RF's receipt of notification, RF shall provide payment through whatever means are most expedient as determined by the RF, but taking no longer than the pay period following notification.

## **26. INTERNATIONAL STUDENTS**

**26.1** As part of general orientation at the beginning of each semester, the Foundation will provide international graduate students with a presentation/workshop that includes general tax information regarding both non-resident and resident students. The Foundation cannot offer tax advice to individual taxpayers.

**26.2** The Foundation shall disburse payments to incoming international RPAs on the first day of the pay schedule by utilizing alternate ID numbers if they do not yet have a Social Security Number (SSN). The RPA must provide the Foundation with their permanent SSN upon receipt.

**26.3** The Foundation shall reimburse SEVIS fees for International RPAs, granted that no other entity has reimbursed said fees, up to a total of \$7,000 per academic year.

**26.4** International RPAs experiencing visa issues and needing to leave the U.S. must first contact their PI to secure a leave of absence from their position. The RPA shall be granted an unpaid leave of absence from their position for the remainder of their appointment, or the time it takes to resolve the visa issue, whichever is shorter.

If the issue is resolved during the RPA's term of appointment, the RPA shall contact their PI, and upon resolution of the visa issue, and planned reentry into the US, the PI shall take the steps necessary to facilitate the RPA's return to work for the remainder of the term of appointment. If the RPA's term of appointment has concluded, best efforts shall be made to offer the individual another RPA appointment that is equivalent or as close as possible to their previous appointment.

Nothing herein addresses the RPA's obligation as a student to take separate steps to secure a leave of absence as a student at the campus – which shall remain subject to the established process at SBU for leaves of absence for students in general and applicable immigration laws. Additionally, any issues with extending a visa due to the individual's leave of absence remain the obligation of the individual.

**27. LEAVES**

**27.1** RPAs shall be entitled to sick and safe leave, consistent with the NYS Paid Sick and Safe Leave Law(s).

**27.2** RPAs shall be entitled to family leave in accordance with the NYS and Federal Laws. When an RPA anticipates losing eligibility for Family Leave due to switching between SUNY funded and RF funded research positions, the RPA or the Union will notify the campus RF HR Department. The RF will make best efforts to facilitate eligibility either through continued RPA employment or through facilitating a line switch to SUNY funded employment.

**27.3** RPAs are not expected to perform non-critical work on the following holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Critical work is work that is essential to research activities and failure to complete the critical tasks would have a negative consequence (e.g. care of living organisms, time limited resources, seasonality of the work, etc.). Non-critical work is all other work-related research activities.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**FOR THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK:**

  
\_\_\_\_\_  
Signature

Sheila H. Routh AVP for Research / Operations Manager  
\_\_\_\_\_  
Printed Name and Title

Date: 3/6/2026

**FOR THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1104:**

  
\_\_\_\_\_  
Signature

Andrew Dobbyn, EVP Education CWA 1104  
\_\_\_\_\_  
Printed Name and Title

Date: 2/13/2026

**COLLECTIVE BARGAINING AGREEMENT**

*between*

**THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK**

*and*

**COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1104**

**Side Letter #1**

The parties understand agree that the WolfieOne system is currently under development and that the first version of WolfieOne system will not be able to track the Pronouns of individuals. As such, RF is not expected to provide the Pronouns in the list discussed in Article 18, Section 1(a) until such WolifeOne system (or alternate system) is updated to allow such data to be collected/tracked. SBU will use best efforts to ensure capture of the Pronouns fields in a subsequent version as soon as reasonably practicable.

The parties agree that Article 18, Section 2(a) shall not be effective until implementation of Wolfie One or a system with equivalent capabilities.

**FOR THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK:**

  
\_\_\_\_\_  
Signature

Sheila H. Routh AVP for Research/Operations Manager

\_\_\_\_\_  
Printed Name and Title

Date: 3/6/2026

**FOR THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1104:**

  
\_\_\_\_\_  
Signature

Andrew Dobbyn, EVP Education Division CWA 1104  
Printed Name and Title

Date: 2/26/2026

