

# RIC/AFT Local 1819

## Non-Member Representation Agreement

### Recognition

1. The Rhode Island College American Federation of Teachers Local 1819 (“RIC/AFT”) is the exclusive bargaining agent for full-time faculty engaging in regular teaching and/or research assignments at Rhode Island College. This Representation Agreement shall establish the scope, service, and fee structure for representation services for non-union, non-dues paying, bargaining unit members (“Client”).
2. Representation within the contractual grievance procedure is held exclusively by the RIC/AFT, including representation at grievances, arbitration proceedings, and any hearing before the Commissioner of Post-secondary Education (“Commissioner”) unless prohibited by statute or law, and access to arbitration within the grievance procedure is held exclusively by the RIC/AFT.
3. Client recognizes that RIC/AFT cannot guarantee the results of any proceeding and acknowledges that no representations have been made by the RIC/AFT about the outcome of any matter related to the representation of Client.
4. RIC/AFT will represent Client using only internal resources of the Local organization. Any external resources used shall be paid by Client.
5. Client agrees to communicate and cooperate in a complete and forthright manner with the RIC/AFT while participating in the client/representative agreement outlined herein. Should Client not meet these terms, RIC/AFT reserves the right to withdraw from representation in Client’s case.
6. Client understands that the Non-Member Representation Agreement is not an agreement to provide legal services.
7. Bargaining unit members have the right to secure private legal counsel at their own expense for matters outside of the contractual grievance procedure or any matter beyond the Commissioner level or as otherwise provided by statute or law. Should Client choose to hire private counsel the RIC/AFT would reserve the right to withdraw from representation in Client’s case.

## Services to be performed

RIC/AFT agrees to represent Client up to and including a hearing before the Commissioner. The RIC/AFT is not required to represent the Client beyond the level of the Commissioner.

Specifically, the RIC/AFT agrees to represent Client concerning the following matter:

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## Fee

Fees for representation of non-union bargaining unit members has been established and approved by a majority vote of the RIC/AFT Executive Committee. The hourly rate for such representation is \$400.00. Client will be charged at the hourly rate for all time spent on this matter.

The Client agrees to pay a retainer equal to \_\_\_\_\_ hours, prior to commencement of services by the RIC/AFT. The retainer shall be applied to all future billing.

## Payment

1. Payment is due within thirty (30) days of receipt of the billing statement. Charges not paid within 30 days of the billing statement are considered delinquent.
2. RIC/AFT will charge Client for services which may include, but are not limited to, the following (1) telephone contact with Client, union representatives, and other relevant persons; (2) case correspondence; (3) document preparation; (4) research; (5) office conferences; (6) hearing appearances; and (7) travel time to and from locations away from the RIC/AFT office. Services are billed to Client on the bases of time expended.
3. The RIC/AFT makes no estimate as to the extent of the representation service or the total amount of fees and expenses that Client's case will require.

## Execution of Agreement

THIS NON-MEMBER REPRESENTATION AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN RIC/AFT AND CLIENT. RIC/AFT ADVISES CLIENT TO READ THE REPRESENTATION AGREEMENT CAREFULLY AND TO DISCUSS ANY QUESTIONS OR CONCERNS REGARDING THE TERMS OF THE REPRESENTATION AGREEMENT PRIOR TO SIGNING.

I hereby acknowledge that I have read this Representation Agreement which, except as expressly set forth in the operative Collective Bargaining Agreement, contains all the parties' agreements relating to the subject matter of this Agreement and supersedes all prior understandings, agreements, or representations to the extent they related in any way to its subject matter. I further acknowledge that I have received a copy of this Agreement and have had the opportunity to review the Agreement and consult with a lawyer of my own choosing prior to signing the Agreement. Signature below indicates Client's agreement to retain RIC/AFT in accordance with the terms and conditions of this Representation Agreement, dated \_\_\_\_\_, 20\_\_\_\_\_.

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Client Name Printed

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Client's Signature

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RIC/AFT President

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Attest (RIC/AFT Officer, Grievance Committee Chair, or Executive Committee Member)