

# Questions and Answers for UC Faculty Regarding UC's Labor Contract with Its Teaching Assistants

*In the spring of 2000, University of California academic student employees (ASEs) ratified a labor contract agreed to by UC and the United Auto Workers. Through the date of its expiration, in September 2003, the contract will govern the terms of employment for UC's Teaching Assistants and other ASEs. The questions and answers that follow are intended to address concerns UC faculty may have about how the contract stands to change the working relationship between faculty and ASEs.*

## **1. Q. Who is covered under this contract?**

A. Though it is convenient to speak of "the contract," the University actually has eight contracts with the United Auto Workers -- one for each campus except UCSF. All eight contain the same language, with one major exception: job titles covered under the contracts differ from campus to campus. Across the system, the contracts cover the following ASEs: Teaching Assistants and Associates in \_\_; Teaching Fellows at all campuses except San Diego and Santa Barbara; Readers, and Tutors (including Remedial Tutors) at all campuses except UC Santa Cruz; Special Readers at UCLA; and Community Teaching Fellows at UC Berkeley and UC Davis. If a campus does not use one or more of these titles, it is not obligated to begin doing so under the contract. Although Graduate Student Researchers ("Research Assistants" at UC Davis) are academic student employees, they are not covered under the contract.

## **2. Q. Will provisions in the contract require any major changes in the way faculty interact with ASEs?**

A. Despite some significant changes, much that is important to faculty remains the same. Decisions about the content of courses, who teaches them, and how they are taught remain solely under the control of the faculty. With respect to selection of ASEs, the University retains discretion over who is selected for a given position, how that ASE is selected, and who the ASE's faculty member or supervisor is. Campuses may continue to select TAs, Readers and Tutors on the basis of academic needs. Neither ASEs nor the union have any rights under the contract to participate in or otherwise affect such decisions.

Though these elements of the working relationship remain the same, other aspects of the relationship will change. There will be changes at most campuses in areas such as appointment notification, job posting, training, and workload. The questions and answers that follow address issues in a number of these areas. For a full accounting of what is different, the contract can be found at the website: <http://www.ucop.edu/humres/contracts/ase/asecontract.html>.

**3. Q. Why should most faculty care about this contract? Faculty and TAs often work together informally. Is it likely that student employees will now start instigating formal actions, such as grievance or arbitration procedures?**

A. The administration and Academic Senate hope that collegiality will remain at the center of the working relationship between faculty and TAs. The terms of the contract must be adhered to, however, and, setting aside workload issues, the contract allows the union to file grievance actions in a number of areas with or without the participation of individual ASEs. The grievance process may require department chairs to undertake an investigation of the issue at hand; if the grievance is not satisfactorily resolved through this investigation, higher-level university administrators then may become involved. The last step in the process is arbitration, with an outside arbitrator having subpoena powers that can require faculty to participate and provide information as requested.

In general, disagreements over issues covered in the contract can be grieved and arbitrated, meaning that either an ASE, a group of ASEs, or the union may file a grievance. However, the operative phrase here is issues *covered in the contract*. There are no articles of the contract covering faculty prerogatives regarding the content of courses, who teaches them, and how they are taught. This same thing is true of the process by which students are selected for ASE positions. Even within the contract, there are sections that are not grievable and arbitrable. Complaints relating to ASE workload go through a complaint resolution process in which the ultimate decision is made by members of the Academic Senate rather than by an outside arbitrator (see question 8, below).

**Workload Issues**

**4. Q. Workload assignments usually are made before the academic term begins. Is this an issue faculty should be looking at carefully because of the new contract?**

A. Yes. Faculty who will be supervising teaching assistants should evaluate the workload the TAs will be assigned over the course of a term. Under the contract, workload is measured in work assigned -- that is, how many hours UC can reasonably expect it will take a TA to complete an assignment. A 50-percent TA should be assigned a workload of no more than 220 hours per quarter (or 340 hours per semester). The workload assigned for any one week should not exceed 40 hours and the number of hours that a TA can be assigned over 20 hours per week cannot exceed 50 hours in a quarter. If a TA is assigned a workload of more than 20 hours in one week, then another week must have a lighter load so that the total does not exceed the 220- or 340-hour limit. Faculty should review their syllabi and map out the expected requirements for the term until they are personally satisfied that the workload they are assigning will fit within these parameters. These workload provisions do not apply to an ASE who

is the instructor of record for a course; in such a case one course generally is equivalent to a 50 percent-time position.

**5. Q. Do these parameters apply to Readers or Tutors?**

A. No. Readers and Tutors are required under the contract to be paid on an hourly basis. Workload for Readers and Tutors is measured by how many hours UC may reasonably expect a Reader or Tutor to take to do the work.

**6. Q. Is required training to be counted as part of workload?**

A. Yes, if they are required, both campus-wide TA training and departmental training, including any required health and safety orientation, are considered part of workload. However, any training that is not required is not considered workload. The forum in which training is offered makes a difference in this issue. Work assigned in required pedagogy *courses* is not counted as workload, but work assigned in training or orientation outside of such courses is counted as workload. Training required to meet minimum eligibility requirements for appointment to the bargaining unit --such as English language tests -- is not considered an employment activity and therefore is not part of workload.

**7. Q. What if a TA is reasonably assigned 220 hours of workload but takes longer to get the work done?**

A. Unless a complaint is resolved in a student's favor through the process outlined directly below, that individual is paid only for the 220 hours assigned.

**8. Q. May ASEs seek outside arbitration if they disagree with the University's assessment of how long it takes to complete the work?**

A. If an ASE has a complaint about the assignment of workload or the amount of time it took to complete an assignment, such a dispute is not handled through the filing of a grievance, nor is it subject to a decision by an outside arbitrator. ASEs with workload issues must follow a set of dispute resolution procedures that confer final authority over disputes to members of the Academic Senate. The procedures should produce speedier decisions than could be achieved through standard grievance and arbitration processes.

**9. Q. What are the procedures for resolving disputes over workload?**

A. An ASE submits a complaint in writing to a department head and, if not satisfied with the decision, has the right to have the department head's decision reviewed by a Chancellor's designee. This process produces a decision within about three weeks of receipt of the complaint.

Either the employee or the Union may appeal the decision of the Chancellor's designee to a Dispute Resolution Panel, consisting of two members of the campus Academic Senate --one selected by the University and one selected

by the Union. If the two-member Panel cannot reach a decision, a third panel member is chosen jointly by the two-person panel. This third member is chosen from a standing list of 20 members of the Academic Senate systemwide. (The list will be a formal appendix to the contract.) Everyone on this list must have "experience as a neutral in labor-management dispute resolution." The three-member panel's decision is final. Complaints appealed to the Dispute Resolution Panel must be decided no more than 30 days from the date an appeal is filed.

### **Appointments of ASEs by the University**

**10. Q. Under the contract, does there have to be a letter of appointment for every academic term?**

A. Written notification is required for each appointment during the academic year; such notification can be conveyed in a letter, by email, or in any other written fashion. If the appointment is for more than one term, a single notification is sufficient to cover all quarters or semesters of that appointment.

**11. Q. Is there a deadline by which the letter must be provided?**

A. No, but the notification should be provided as soon as possible after the appointment decision is made.

**12. Q. What other appointment information is required to be provided to teaching assistants in writing?**

A. Unless it was included in the appointment notification, the following supplemental appointment documentation must be provided to each ASE (with the exception of Readers and Tutors): faculty or supervisor name, class assigned, work location, and required duties.

**13. Q. In this supplemental appointment documentation, what level of detail is required to describe required duties?**

A. In addition to a statement that the ASE should, for example, grade tests and assignments, attend lectures and hold discussion sections or assist in the lab, the description should provide more specific information on such subjects as how many midterms, finals, or papers the course will have (a syllabus should suffice); how many office hours per week are required of the ASE; whether attendance at lectures is required; and what other general tasks are part of the job -- for example, lab setups, development of course websites, and field trips. It is not necessary to indicate the number of students each ASE is expected to teach.

**14. Q. What if the supervisor in charge of the course decides to change a course by, for example, adding another quiz or adding more discussion time?**

A. If the supervisor makes a significant change affecting the ASE, the ASE must be informed, though not necessarily in writing, prior to the time the change is implemented. Examples of significant changes may include adding or subtracting a midterm, altering the timing of grading assignments, and requiring additional weekly office hours.

**15. Q. If an ASE receives and accepts a position and that position is canceled, what is the University's responsibility to that individual?**

A. The person must be provided either a different appointment at the same compensation level or with equivalent compensation. Compensation includes any fee or Graduate Student Health Insurance Program (GSHIP) remissions that would accompany the original appointment. The person does not have to be appointed in a bargaining unit classification; he or she could receive a fellowship, another source of funding, or a graduate student researcher position (a "research assistant" position at UCD).

**16. Q. If an ASE receives and accepts a position but is subsequently found to be academically ineligible, may that individual be removed from the position?**

A. Yes, but only if removal is implemented within the first five weeks of the term. Examples of academic ineligibility include an excess number of incompletes, a less than minimum GPA, having served an excess number of terms in the position, and having been appointed in another student position (e.g. GSR) at 50-percent time.

### ASE Evaluations

**17. Q. Does a faculty member who is supervising ASEs have to provide the ASEs with evaluations of their performance?**

A. No. It is up to the University to decide whether evaluations should be done. If a department or faculty member opts to do a written evaluation, an ASE has a right, upon request, to be given the criteria by which the supervisor will assess the ASE. The contract does not require the development of assessment criteria for oral evaluations.

**18. Q. Must evaluation criteria for written employment evaluations be conveyed in writing?**

A. No. They may be communicated orally or in writing.

**19. Q. If an ASE believes an evaluation is inaccurate or wishes to have the evaluation changed, what recourse does this employee have under the contract?**

A. The University has the sole right to determine the content of an evaluation. An ASE has the right to review any employment evaluation and to append material to the personnel file. An ASE does not have the right to have the evaluation modified or removed, with one exception: If the employment file

contains "factual, non-evaluative material" that is incorrect, the ASE is entitled to have that material corrected. This includes factual, non-evaluative information that may reside in a supervisor's evaluation of the employee. If the ASE and supervisor disagree as to what is a fact, the ASE may grieve and, if the issue is not resolved, the union may ask for arbitration.

**20. Q. Can a faculty member fire a poorly performing TA?**

A. An ASE can be disciplined or dismissed for just cause. There is a clearly laid-out process described in the contract that provides for a notice of intent to terminate, the right to respond to such a notice, and a subsequent notice of action to terminate. As with any action, keeping written records of warnings notices sent to an ASE is very important.

**21. Q. What about issues involving claims of discrimination?**

A. Under the contract, an ASE or the union may grieve, and the union may seek arbitration for, an allegation of discrimination. Discrimination is defined in the Nondiscrimination article. If the ASE chooses to arbitrate discrimination through the contract, the ASE is required to waive all rights to pursue the same claim in state or federal court. The arbitrator's ability to order remedies is limited substantially by the contract.

**Workspace and Instructional Support for ASEs**

**22. Q. What is the University required to provide to ASEs in the way of facilities and services?**

A. The University must provide access to facilities and services that the University requires in order for the ASE to do the work assigned. If UC does not require, for example, that an office or a computer be used to complete this work, the University is not obligated to provide access to either.

**23. Q. What about providing ASEs with course readings?**

A. The University must provide access to required texts and readings. This may mean providing personal copies to the ASE, but it could also mean loaning these materials temporarily or making them available at a library or faculty office.

**Classification Descriptions and Duties**

**24. Q. Bargaining with the UAW will begin in January 2001 over issues of title classifications and the terms and conditions of employment for summer sessions. May campuses change the way they use the titles pending the outcome of this bargaining?**

A. Currently, campuses utilize the various titles and title codes somewhat differently for employees in the bargaining unit. Until appointment classifications are bargained, the general duties of the individuals appointed in a given title should continue as they have been in the past and should not be changed.

### **Posting of ASE Positions**

#### **25. Q. What job posting responsibilities does the University have under the contract?**

A. By March 15 each year, the campus must post, on a central website, an estimate of the number of positions that will be available in each department or hiring unit for the coming academic year. It is not necessary to post specific courses or course names. Nothing prohibits the website from having additional information, such as number of TAs planned for a specific course, but such additional information is not required under the contract. Information and materials may, in addition, be provided by the hiring unit by other means -- via departmental websites or bulletin boards, for example.

### **Fee Remissions and Health Insurance**

#### **26. Q. Will TAs be getting full fee remissions, following the signing of this contract?**

A. Yes, but not until the third year of the contract. Fee remission will be set at 75 percent effective July 2000, 85 percent effective July 2001, and 100 percent effective July 2002. "Fee remission" means educational and registration fees. Neither Professional School Fees, local campus fees, nor any other fees are part of this fee remission arrangement. All graduate student ASEs who are registered and appointed at 25 percent-time or greater are eligible to participate in the University's fee remission program and Graduate Student Health Insurance Program (GSHIP). Health insurance remission constitutes 100 percent of the premium required by the campus GSHIP.

---

*Document last updated: October 9, 2000*