

AGREEMENT BETWEEN

THE REGENTS OF  
THE UNIVERSITY OF CALIFORNIA

AND THE

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW), AFL-CIO

ACADEMIC STUDENT EMPLOYEES UNIT

OCTOBER 1, 2009 – SEPTEMBER 30, 2010

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## PREAMBLE

This agreement is made and entered into by and between the Regents of the University of California, a corporation, herein after referred to as the "University," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 2865, hereinafter referred to as the "UAW," pursuant to the provisions of the Higher Education Employer-Employee Relations Act (HEERA).

## Article 1 RECOGNITION

- A. The University hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 2865 as the exclusive representative for matters within the scope of representation for all employees within the Academic Student Employee Unit as certified by the Public Employment Relations Board (PERB) in petition number(s) SF-R-694-H and SF-R-830-H (Berkeley), SF-R-806-H (Davis), SF-R-834-H (Irvine), SF-R-813-H (Los Angeles), SF-R-831-H (Riverside), SF-R-828-H and SF-R-805-H (San Diego), SF-R-815-H (Santa Barbara), SF-R-829-H (Santa Cruz), and SF-UM-629-H (Merced) including the following titles:

### **Berkeley**

|                                      |                  |
|--------------------------------------|------------------|
| Acting Instructor – Graduate Student | 2550, 2551       |
| Associate In                         | 1506, 1507, 1511 |
| Community Teaching Fellow            | 2305, 2306       |
| Nursery School Assistant             | 2286, 2287       |
| Reader                               | 2500, 2850, 2851 |
| Teaching Assistant                   | 2310, 2311       |
| Teaching Fellow                      | 2300, 2301       |
| Tutor                                | 2510, 2860, 2861 |

### **Davis**

|                           |                        |
|---------------------------|------------------------|
| Associate In              | 1501, 1506, 1507, 1511 |
| Community Teaching Fellow | 2300, 2301, 2305, 2306 |
| Reader                    | 2500, 2850, 2851       |
| Remedial Tutor            | 2280, 2288, 2289, 2290 |
| Teaching Assistant        | 2310, 2311             |
| Tutor                     | 2510, 2860, 2861       |

### **Irvine**

|                    |                                    |
|--------------------|------------------------------------|
| Associate In       | 1501, 1502, 1506, 1507, 1511, 1512 |
| Reader             | 2500, 2850, 2851                   |
| Teaching Assistant | 2310, 2311                         |
| Teaching Fellow    | 2300, 2301                         |
| Tutor              | 2510, 2860, 2861                   |

### **Los Angeles**

|                    |                  |
|--------------------|------------------|
| Associate In       | 1501, 1506       |
| Reader             | 2850             |
| Remedial Tutor     | 2288             |
| Special Reader     | 2852             |
| Teaching Assistant | 2310             |
| Teaching Fellow    | 2300             |
| Tutor              | 2510, 2860, 2861 |

**Riverside**

|                    |                                    |
|--------------------|------------------------------------|
| Associate In       | 1501, 1502, 1506, 1507, 1511, 1512 |
| Reader             | 2500, 2850, 2851                   |
| Remedial Tutor     | 2280, 2288, 2289, 2290             |
| Teaching Assistant | 2310, 2311                         |
| Teaching Fellow    | 2300, 2301                         |
| Tutor              | 2510, 2860, 2861                   |

**San Diego**

|  |                        |
|--|------------------------|
| Associate In (In lieu of Teaching Assistant) | 1501, 1506, 1507, 1511 |
| Associate In (Teaching a Class)              | 1506                   |
| Reader                                       | 2500, 2850             |
| Teaching Assistant                           | 2310, 2311             |
| Tutor  | 2510, 2860             |

**Santa Barbara**

|                    |                              |
|--------------------|------------------------------|
| Associate In _____ | 1501, 1502, 1506, 1507, 1511 |
| Reader             | 2500, 2850, 2851             |
| Remedial Tutor     | 2280, 2288, 2289, 2290       |
| Teaching Assistant | 2310, 2311                   |
| Tutor              | 2510, 2860, 2861             |

**Santa Cruz**

|                    |                        |
|--------------------|------------------------|
| Associate In       | 1501, 1506, 1507, 1511 |
| Teaching Assistant | 2310, 2311             |
| Teaching Fellow    | 2300                   |

**Merced**

|                    |   |
|--------------------|---|
| Acting Instructor  | 2550, 2551  |
| Associate In _____ | 1501, 1502, 1506, 1507, 1511, 1512                            |
| Teaching Assistant | 2310, 2311, 2312, 2313  |
| Teaching Fellow    | 2300, 2301, 2302, 2303  |
| Remedial Tutor     | 2270, 2271, 2272, 2273, 2280,<br>2288, 2289, 2290             |
| Tutor              | 2510, 2521, 2860, 2861, 2862,<br>2863, 4919, 4920, 4921, 4922 |
| Reader             | 2500, 2520, 2850, 2851, 2854,<br>2855, 4919, 4920, 4921, 4922 |

- B.** The recognized unit may be modified by agreement of the parties pursuant to the rule and regulations of the Public Employment Relations Board.

**Article 2  
APPOINTMENT NOTIFICATION**

**A. WRITTEN NOTIFICATION**

- 1. Teaching Assistant, Associate In, Special Reader, Acting Instructor – Graduate Student and Teaching Fellow**
  - a. In the Spring quarter or as soon as practicable after hiring decisions are made, the University shall provide a written notice of appointment (e.g., letter or e-mail) to individuals offered an ASE appointment.

- b. The notice will include the applicable appointment title, appointment percentage (or range of hours), effective dates, salary/wages, health and other applicable benefits or deductions, hiring unit, hiring unit contact, response requirements if any, a statement that the position is covered by the collective bargaining agreement between the parties, the time and place of any applicable ASE orientations, and the contract website address.
- c. Additionally, the notice shall state that the name and department address of all ASEs are released to the UAW each term (quarter/semester).
- d. Should positions become available after the commencement of the academic year, ASEs shall be offered such positions no less than thirty (30) days before the start of the appointment. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

## **2. Reader, Remedial Tutor and Tutor**

- a. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive written notification of the appointment (e.g., letter or email) no less than thirty (30) days before the start of the assignment. In cases in which a position becomes available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.
- b. The notice will include the applicable appointment title, appointment percentage (or range of hours), effective dates, salary/wages, health and other applicable benefits or deductions, hiring unit, hiring unit contact, response requirements if any, a statement that the position is covered by the collective bargaining agreement between the parties, the time and place of any applicable ASE orientations, and the contract website address. The notice shall also include the following: faculty member or supervisor to whom the individual will report if known; the location where the work will be performed if known; the class assigned if applicable; the departmental reader/tutor pay formula; description of required duties (Appendix C and other relevant documents); and it may include estimated time for effective completion of each duty. The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.
- c. Additionally, the notice shall state that the name and department address of all ASEs are released to the UAW each term (quarter/semester).

## **B. SUPPLEMENTAL DOCUMENTATION**

At least thirty (30) days prior to the beginning of the term, the University will provide to Teaching Assistants, Associates In, Special Readers and Teaching Fellows a description of required duties (Appendix C and other relevant documents) which will set forth the following: faculty member or supervisor to whom the individual will report; the location where the work will be performed if known; the class assigned if applicable;

description of the required duties; departmental policy on class, section and/or lab size where it exists; and it may include estimated time for effective completion of each duty. The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive supplemental documentation (Appendix C and other relevant documents) no less than thirty (30) days before the start of the assignment. In cases in which a position becomes available less than thirty (30) days before the commencement of an academic term, supplemental documentation (Appendix C and other relevant documents) will be provided as soon as possible.

**C. NOTIFICATION OF CHANGES**

When an ASE perceives she/he may exceed the daily, weekly or term (quarter or semester) maximum number of hours in her/his appointment, she/he shall communicate this fact to her/his faculty supervisor. If an ASE is going to exceed the daily, weekly or term maximum number of hours of her/ his appointment, the University shall either:

1. Increase the ASE's appointment percentage to be consistent with the number of hours she or he will work and/or
2. Modify the ASE's work assignment such that the number of hours worked will be consistent with her or his appointment percentage and workload limits.

Any changes pursuant to Subsections C.1 and C.2 above shall be communicated to the ASE in writing.

**D. FAILURE TO RESPOND**

The University may consider an individual who fails to respond, as required in the notice, to have rejected the appointment.

**Article 3  
APPOINTMENT SECURITY**

- A.** ASEs' appointment will be specified in the appointment notification.
- B.** If an individual receives and accepts appointments to (an) ASE position(s) for one or more term (i.e., quarter or semester) in an academic year, and the position offered and accepted is no longer available, the University will ensure that the individual:
1. is placed in an appointment at the classification and equivalent compensation level offered and accepted or
  2. receives equivalent compensation in lieu of the position for the term at the level offered.
- C.** Failure to accept an offer in its entirety, and subject to all conditions, nullifies the offer in its entirety. However, after accepting an offer a Teaching Assistant, Acting Instructor-Graduate Student, Special Reader, Teaching Fellow or Associate In\_\_ may turn down

one or more terms of employment without forfeiting the provisions in this article for the following reasons: the employee's serious health condition as defined by the Family and Medical Leave Act (FMLA), to accept a extramural fellowship, or another reason granted by the University.

- D.** An individual who has accepted (an) ASE position(s) for one or more terms who becomes academically ineligible may be removed without pay from or returned to said appointment as set forth below.
1. Within the first five (5) weeks of an academic term, the University may, at its sole discretion, remove an ASE who has become academically ineligible.
  2. When an ASE has regained academic eligibility, the University will determine in its sole discretion whether or not to reinstate the ASE. Said reinstatement, if any, will be at the level of employment held prior to removal.

#### **Article 4 CHILDCARE**

**A. PARTICIPATION IN CAMPUS CHILDCARE PROGRAMS**

ASEs shall be eligible to participate in a campus' childcare program, if any, including subsidies and other financial assistance, in accordance with the provisions of each location's childcare program. Each location shall post information regarding their childcare program on the web.

**B. SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM**

1. Effective July 1, 2008, the University will establish a system-wide childcare reimbursement program for eligible ASEs. The program will define reimbursable expenses and related procedures. Each eligible ASE shall receive up to \$300 per quarter or \$450 per semester for expenses incurred during the ASE's appointment period in the regular academic year.
2. An eligible ASE is a registered student with at least a 25% ASE appointment who has (a) qualified dependent(s). For the purposes of this program, qualified dependents shall include non-school age children in the custody of the ASE.

**C. DEPCARE PARTICIPATION**

Effective January 1, 2009, all ASEs shall be entitled to participate in the UC Dependent Care Reimbursement Program. The terms of this plan shall be determined by UC in accordance with Internal Revenue Service regulations.

#### **Article 5 CLASSIFICATIONS**

- A.** Maintain the status quo at each campus.

**Article 6  
DEFINED CONTRIBUTION PLAN**

- A. ASEs shall continue to be eligible for DCP coverage in accordance with the UC plan requirements.
- B. Eligible ASEs participate in DCP and other retirement system plans to the same extent as other eligible non-represented academic employees.
- C. In the event the University decides to restart UCRP employee contributions, the restart of contributions will apply to eligible ASEs in the same manner as they apply to other represented academic employees at the same campus.

**Article 7  
DEFINITIONS**

- A. An **“Academic Student Employee” (ASE)** is an individual employed in a bargaining unit title. Bargaining unit titles are listed in Article 1, Recognition.
- B. **“Sole discretion”** means the non-grievable, non-arbitrable authority of the University of California.

**Article 8  
DISCIPLINE AND DISMISSAL**

- A. The University may discipline or dismiss an ASE for just cause. "Discipline" includes: a written warning, suspension without pay, or dismissal. An oral warning may be included in a grievance if it is subsequently used for evidence or to justify the extent of the penalty in a disciplinary matter. An individual who is no longer employed in the bargaining unit may file a grievance pursuant to Article 12, Grievance and Arbitration, concerning the placement of a written warning placed in his/her employment file pursuant to this article within 30 days from the date he/she knew or should have known that a written warning was placed in his/her employment file.

**B. WRITTEN NOTICE OF INTENT**

- 1. The University shall provide written notice of intent, as described in Section B.2 for the following actions: suspension without pay or dismissal.

**2. Issuance and Content**

**a. Issuance**

Written notice of intent shall be given to the affected ASE in the unit, either by delivery of the notice to the ASE in person, or by placing the notice of intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the ASE at the last known home address of the ASE, with a copy by campus mail to the campus office address of the ASE. It shall be the responsibility of the ASE to inform the designated University office in writing of his or her current home address and of any

change in such address, and the information so provided shall constitute "the ASE's last known home address." Whether delivery is made in person or by mail, the notice of intent shall contain a statement of delivery or mailing indicating the date on which the notice of intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be presumed to be the date of issuance of the notice of intent. A copy of the notice of intent shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

**b. Content**

The notice shall:

- 1) inform the ASE of the disciplinary or dismissal action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;
- 2) inform the ASE of the right to respond and to whom to respond within the applicable time limit in accordance with Section C; and
- 3) inform the ASE of the right to representation by a representative of her/his choice.

**C. RESPONSE TO WRITTEN NOTICE OF INTENT**

The ASE or her/his representative shall have the right to respond either orally or in writing within ten (10) calendar days from the issuance of the written notice of intent. If the notice is mailed to the ASE, the ASE may respond within fifteen (15) calendar days from the date of issuance.

**D. WRITTEN NOTICE OF ACTION OR PROPOSED ACTION**

After review of a timely response, if any, the University shall notify the ASE of any action to be taken and its effective date, as well as the rights set out under Article 12, Grievance and Arbitration. Such action may not include discipline more severe than that included in the written notice of intent; however, the University may reduce such discipline without the issuance of a further written notice of intent. A copy of the notice shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

**E. INVESTIGATORY LEAVE**

The University may place an ASE on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the ASE from all work duties and/or require removing the ASE from the premises. Investigatory leave shall not be considered a form of corrective action. The University will immediately provide the ASE and her/his representative with written confirmation of the terms and reasons for the investigatory leave.

**Article 9  
EMERGENCY LAYOFF**

- A.** An emergency layoff is the suspension of an appointment to which an ASE has been assigned or is working, due to acts of nature or forces outside of the University's control to which the University must immediately respond.
- B.** The parties agree that the University may, but shall not be required, to pay ASEs during periods of emergency layoff.

**Article 10  
EMPLOYMENT FILE(S) AND EVALUATIONS**

**A. EMPLOYMENT FILES**

"Employment file" shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) pertaining to an ASE's employment in the bargaining unit. Materials related exclusively to ASE coursework shall not be considered part of the employment file.

1. The University shall designate the location where ASEs or their designated representatives may obtain access to the ASE's employment file(s).-
2. ASEs will be notified that employment files are established and maintained for ASEs and new material may be added periodically during the term of their employment. The University shall notify the ASE in writing (via letter or email) of the new material as soon as practicable, but no later than thirty (30) days following the end of the term.
3. An ASE may authorize representatives to review her/his employment file(s). The authorization shall be valid for the period designated by the individual or, if no time period is designated, for up to one calendar year from the date of authorization. The designee shall have access to all employment information in the file(s).
4. The University shall provide an ASE or her/his representatives access to or a copy of the ASE's employment file(s) as soon as practicable, but no later than thirty (30) calendar days, following the University's receipt of a written request. One copy of employment file(s) material shall be free; subsequent copies shall be ten (10) cents per page.
5. If an ASE disagrees with evaluative material in her/his file(s), s/he may append material to the file(s). If an individual is no longer employed when the evaluative material is placed into the file, he/she has 30 days from the date the individual reviewed his/her file(s) or knew or reasonably should have known that it was placed into the file to append material to the file.-
6. If an employment file contains factual non-evaluative information that is incorrect the individual may request correction of the file(s) within 30 calendar days of discovery. If an individual is no longer employed when the factual non-evaluative information is placed into the file, he/she has 30 days from the date the individual

reviewed his/her file(s) or knew or reasonably should have known that it was placed into the file to request correction.

7. Records involving the processing of a grievance, such as grievance/appeals, UC grievance responses, and settlement documents shall not be placed in the ASE's employment file(s)

**B. EMPLOYMENT EVALUATIONS**

1. "Employment evaluation" is the faculty member or supervisor's written assessment(s) of an ASE's employment performance, excluding evaluations of courses.
2. The employing department or hiring unit shall communicate evaluation criteria and procedures for written employment evaluations, if any, to employees and the UAW any time upon request.

**Article 11  
FEE REMISSION**

**A. ELIGIBILITY**

An ASE who is a registered graduate student with (an) ASE appointment(s) or other eligible academic appointment(s) totaling 25% or more of full-time for a given term is eligible to participate in the University's Partial Fee Remission Program for the Educational and Registration Fees.

An ASE who is a registered undergraduate student appointed in Teaching Assistant title codes TC 2310 or TC 2311 with an appointment totaling 25% or more of full-time for a given term is eligible to participate in the University's Partial Fee Remission Program for the Educational and Registration Fees.

An ASE is eligible to receive only one Partial Fee Remission per term.

**B. PARTIAL FEE REMISSION**

For those ASEs eligible for a Partial Fee Remission, the University will provide a Partial Fee Remission of 100% of the annual educational and registration fees.

**Article 12  
GRIEVANCE AND ARBITRATION**

- A.** A grievance is a claim by an individual ASE, a group of ASEs, or the UAW, that the University has violated a specific provision of this agreement during the term of this agreement. A grievant may be represented at all stages of the grievance and arbitration procedures.

**B.** Only the UAW has standing to file a grievance on the following:

1. A campus' failure to establish a campus-wide web site that lists the ASE positions anticipated by the date agreed to in Article 22, Posting.
2. A campus' failure to provide ASE lists in accordance with Article 27, Union Access and Rights, and Article 28, Union Security.
3. "Locking out" employees in accordance with Article 19, No Strikes.
4. Failure to provide the necessary information to the mailing house as set forth in Article 28, Union Security.

**C. FILING GRIEVANCES**

Grievances must be filed by hand, facsimile or by U.S. Mail at the campus labor relations office. The date of filing shall be the date the grievance is received at the campus labor relations office. Filings received after the close of business shall be deemed filed the next business day. If a grievance is filed by facsimile, an original must be filed within five (5) calendar days. The timelines and meetings for the processing of grievances shall be in accordance with the steps addressed below:

**1. Step 1 (Optional)**

The grievant may discuss the grievance with his or her immediate supervisor in a timely manner. Informal resolutions, although final shall not be precedential nor inconsistent with this agreement.

- a. If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below.
- b. Attempts at informal resolution do not extend the thirty (30) calendar day time limit to file at Step 2.

**2. Step 2**

A grievant may file a written grievance as set forth below.

- a. A written grievance must be filed with the campus labor relations office on the grievance form agreed to by the parties (Appendix A) within thirty (30) calendar days from the date on which either the ASE or the UAW knew or could have been expected to know of the event or action which gave rise to the grievance or within thirty (30) calendar days after the date of separation from University employment of the ASE in the unit, whichever occurs first.
- b. The written grievance must contain the following information: a specific description of the dispute, the facts giving rise to the dispute, a listing of the article and section violated, a statement as to how the article and section were violated, the date(s) of the violation, and requested remedy, or the grievance may be considered ineligible for processing.

- c. At the time the Step 2 grievance is filed, either party may request a meeting prior to the issuance of the Step 2 response. If a meeting is requested, it shall be held within fifteen (15) calendar days of the date on which the Step 2 grievance was filed. Such meeting may be waived by mutual agreement.
- d. The University shall issue a written response to the grievance within fifteen (15) calendar days of the date on which the Step 2 grievance was filed or the date of the Step 2 meeting, whichever is later.

### **3. Step 3**

If the grievance has not been resolved at Step 2, the grievant and/or the UAW may file an appeal in writing to the campus labor relations office. Such appeal must be filed no later than fifteen (15) calendar days after the issuance of the University's Step 2 response.

- a. If either party requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 3 review.
- b. The parties shall be able to bring individuals to the meeting who have relevant information to present regarding the grievance.
- c. If no Step 3 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within 15 calendar days following the date of the receipt of the request for a Step 3 review. If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within 15 calendar days following the meeting.

**D.** Failure to comply with the time limits set forth herein shall render the grievance ineligible for further processing.

**E.** Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

### **F. APPEAL TO ARBITRATION**

An appeal to arbitration may be made only by the UAW and only after the timely exhaustion of the grievance procedure. The written appeal to arbitration must be received by the campus labor relations office within forty-five (45) calendar days of the date of issuance of the final University decision to the UAW. The written appeal must be signed by an authorized representative of the UAW and must include:

- 1. the name and address of the UAW representative who is responsible for the appeal to arbitration and to whom all correspondence relating to the arbitration is to be sent;
- 2. a copy of the completed grievance form; and
- 3. a statement setting forth the unresolved issue(s), the articles of the agreement

alleged to have been violated, and the remedy requested.

If a grievance is not appealed to arbitration, the University's Step 3 response shall be final.

**G.** The UAW representative shall contact the campus labor relations office within thirty (30) calendar days of the appeal to arbitration in order to select an arbitrator from the panel set forth in Appendix B. The arbitrator shall be selected within forty-five (45) calendar days from the date of the appeal. Failure to contact the campus labor relations office within the established time frame will be considered as a withdrawal of the appeal to arbitration.

1. If the parties cannot mutually agree to an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.
2. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.

**H. BIFURCATION**

1. The arbitration process shall be bifurcated where the University asserts that there are procedural (e.g., timeliness, standing) and/or arbitrability issues that preclude the UAW from proceeding to a hearing on the merits of the claim.
2. When practicable, the University shall inform the UAW in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator or forty-five (45) days prior to the scheduled arbitration. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) on the merits of the claim, except as provided in Section 3 below. If possible, after an arbitrator is selected, the dates for the arbitrability hearing and the hearing on the merits shall be scheduled at the same time. Unless the parties agree otherwise, the arbitrator shall issue a bench decision on the issue of arbitrability.
3. Subject to the above, a single hearing on the issue of arbitrability and the merits will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.

**I. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING**

1. At least seven (7) calendar days prior to the arbitration the parties shall exchange lists of known witnesses.
2. During the hearing the parties shall have the opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step 3 of the grievance procedure.

3. Upon request by either party but not upon his/her own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.
4. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.
5. In all cases appealed to arbitration except for actions taken pursuant to Article 8, Discipline and Dismissal, the UAW shall have the burden of proceeding.

#### **J. SCOPE OF ARBITRATOR'S AUTHORITY**

The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

1. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. In arbitration cases involving the Health and Safety Article, the arbitrator may order the University to cease violations of the Health and Safety Article. The arbitrator shall not have authority to order specific remedies for health and safety violations involving expenditures for structural modifications nor shall the arbitrator have the authority to order such a remedy for the purchase or rental of equipment in excess of \$500 unless there are available specifically budgeted funds for the particular efforts which may be necessary to comply with the order. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the ASEs. The University will not be liable for back wages or other monetary reimbursement for:
  - a. any period of time during which an extension of the time limits has been granted at the request of the UAW;
  - b. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.
2. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally born by the parties. Costs for transcripts requested by only one party, shall be born by the requesting party.
3. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

**K. EXTENSION OF TIME LIMITS**

Time limits set forth in this article may be extended only by agreement of the parties in writing.

**L. RELEASE TIME FOR GRIEVANCE/ARBITRATION FOR THE ASE GRIEVANT AND ASE REPRESENTATIVE**

**1. Grievances**

The parties will endeavor to schedule grievance meetings that do not conflict with bargaining unit assignments of the grievant or the grievant's representative which cannot be rescheduled. If a grievance meeting called by the University occurs when the grievant or the grievant's representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved scheduling conflicts shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least five (5) calendar days in advance of the meeting. Leave requests shall be made either before or at the time dates and times for the meeting are being considered, whereupon the meeting will be scheduled to provide for the five (5) calendar day request period.

**2. Arbitration**

- a. The parties shall endeavor to schedule arbitration hearings which do not conflict with the bargaining unit assignments of the grievant or the grievant's representative which cannot be rescheduled. If arbitration hearings occur when the grievant, or the grievant's representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved scheduling conflict shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least fifteen (15) calendar days in advance of the hearing date.
- b. The parties will make efforts to schedule the testimony of ASE witnesses when the ASE witnesses do not have bargaining unit assignments that cannot be rescheduled. ASE witnesses who are called by the parties to testify shall be eligible to receive leave with pay only for time required for testifying when the ASE has a bargaining unit assignment which cannot be rescheduled, if the request for such leave is made at least fifteen (15) calendar days in advance of the hearing.

**M. ARBITRATOR PANEL**

1. The parties agree that there will be a standing panel of thirteen (13) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article. If agreement cannot be reached on all thirteen (13) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties.
2. The procedure for modifying the panel shall be as follows:

- a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.
- b. In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding (an) arbitrator(s) to complete the panel, the parties will exchange nominations within sixty (60) calendar days. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in Section M.2.a above may not be placed on the panel again.
- c. The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of this agreement.

**Article 13  
HEALTH AND SAFETY**

In compliance with campus health and safety policies and procedures, the University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

**Article 14  
HEALTH BENEFITS**

- A.** Eligible ASEs may participate in the (Graduate) Student Health Insurance Program to the same degree other eligible students participate.
- B.** An ASE who is a registered graduate student with ASE appointment(s) or other eligible academic appointments totaling 25% or more of full-time for a given term is eligible to receive Graduate Student Health Insurance Program (GSHIP) premium remission for the Student Health Insurance Program. An ASE is eligible to receive only one GSHIP premium remission per term. In the event GSHIP premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.
- C.** An ASE who is not a registered student and who is not eligible to participate in the (Graduate) Student Health Insurance Program will be eligible to participate in the non-student University Health Insurance program in the same manner as non-represented, non-senate academic employees.
  1. Eligibility to participate in the non-student University Health Insurance Program will be in accordance with the University Health Program provisions.
  2. Costs of the University Health Insurance Program in excess of the University contribution will be born by the employee and will be paid in accordance with the program provisions.
  3. During the term of this agreement, the University has the sole discretion to alter the terms of the program including but not limited to coverage, carriers, contribution rates or other program provisions.

## **Article 15 HOLIDAYS**

- A.** The University observes the following days as holidays:
1. January 1
  2. Third Monday in January (Martin Luther King's Birthday)
  3. Third Monday in February (President's Day)
  4. Last Monday in May (Memorial Day)
  5. Fourth of July
  6. First Monday in September (Labor Day)
  7. November 11 (Veteran's Day)
  8. Thanksgiving Day
  9. Friday following Thanksgiving Day
  10. December 24
  11. December 25
  12. December 31
  13. One Administrative Holiday to be celebrated as Cesar Chavez Holiday on the last Friday in March
- B.** Official holidays are those holidays as set forth annually in the campus calendar.
- C.** Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on Saturday, the preceding Friday is observed.
- D.** The University reserves the right to establish additional holidays.
- E.** The University shall not require an ASE to attend lecture, hold office hours, grade, tutor, proctor, prepare, consult or teach class, section, or lab on designated holidays.

## **Article 16 LABOR-MANAGEMENT MEETINGS**

The University and the UAW may schedule quarterly meetings following written request by either party. Agendas shall be mutually agreed to at least five (5) business days prior to the meeting. The purpose of the meeting shall be to discuss administration of this agreement and other related issues, excepting specific grievances as defined by this agreement.

## **Article 17 LEAVES**

### **A. MILITARY LEAVE**

ASEs who are called to active military service will be provided leave from their current positions to fulfill their military obligations. Military leave will be paid to the extent required by applicable law.

**B. SHORT-TERM FAMILY-RELATED LEAVE**

1. Upon request from an ASE, and subject to the provisions of this article, the University will grant an ASE's reasonable request for leave of absence of appropriate duration due to:
  - a. personal illness and/or disability;
  - b. birth, adoption, or care of a child or family member as defined below in Section G; or
  - c. family emergencies.

**2. Paid Medical Leave and Family Leave**

Leaves in Section B.1 shall be paid leaves for salaried ASEs and shall be unpaid for hourly ASEs. The period of paid leave under Section B.1 shall be no more than two (2) days for ASEs appointed at 50% for a regular academic quarter three (3) days for ASEs appointed at 50% for a regular academic semester. For ASEs who are employed for other than 50% FTE, the amount of paid leave as covered in Section B.1 will be prorated.

**3. Unpaid Medical Leave and Family Leave.**

Unpaid leave may be granted for periods beyond the terms of leaves in Section 2, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons defined in Section 1 and at the sole discretion of the department or hiring unit.

**C. LONG-TERM FAMILY-RELATED LEAVE**

Upon request from an eligible ASE, and subject to the provisions of this article, the University will grant an ASE's reasonable request for long-term leave of absence during the academic year. Whenever possible leave should be requested at least thirty (30) days in advance of the begin date of the leave. The leaves described below may be combined for a maximum of four (4) weeks of leave during the academic year. The leave cannot be continued beyond the end date of the ASE's appointment.

**1. Childbearing**

A salaried ASE who bears a child shall be eligible to receive up to four (4) weeks of paid leave for childbirth or related medical conditions for the period prior to, during, and after childbirth.

**2. Other Leave**

A salaried ASE shall be eligible to receive up to two (2) weeks of paid leave for the serious health condition, as defined under the Family Medical Leave Act (FMLA), of the ASE or the ASE's family member, as defined in Section G. Additionally, this leave may be used for the care and bonding with an ASE's newborn or newly adopted child.

An ASE receiving paid accommodation or leave for child birth, illness or injury from any other source within the University will not be eligible to receive leave pursuant to this section.

**D. BEREAVEMENT LEAVE**

The University will grant an ASE's reasonable request for bereavement leave due to the death of a family member as defined in Section G. The period of leave for bereavement shall be up to three (3) days per occurrence. Salaried ASEs shall be granted up to three (3) days pay for bereavement on those days the employee was previously scheduled to work. Nothing in this section shall preclude departments or hiring units from granting a longer period of paid bereavement leave when they determine the need to do so.

**E. JURY DUTY**

An ASE shall be eligible for a jury leave. Jury leave is leave with pay to serve on jury duty. Verification of actual service for jury duty shall be provided by the ASE to the University upon request. Pay for jury duty will not continue beyond the end date of the ASE's appointment.

**F. OTHER LEAVES**

Other leaves, including but not limited to leave for service to government agencies and leave to attend professional meetings may be granted with or without pay at the University's sole discretion or if required by applicable law.

**G. DEFINITION OF FAMILY MEMBER**

Family member is defined as one's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, step or foster child (including children of domestic partner).

**H. REQUEST FOR LEAVE AND COVERAGE**

In order to ensure proper coverage for leaves other than long-term leaves, ASEs are expected to contact the supervisor to request leave as soon as the need for the leave becomes known but not less than one (1) working day in advance of the commencement of the leave unless the leave is unanticipated personal or family illness or bereavement. Requests for leave shall be made in writing with information about the nature of the leave and probable duration. Upon request, the ASE's request will include appropriate documentation. While it is the University's responsibility to make arrangements for coverage, the ASE will assist as reasonably possible.

**Article 18  
MANAGEMENT AND ACADEMIC RIGHTS**

- A.** Management of the University is vested exclusively in the University. Except as otherwise provided in this agreement, the UAW agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; 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 ASEs; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which ASEs' performance is evaluated; to establish and require ASEs to observe University rules and regulations; to discipline or dismiss ASEs; 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 by whom instruction is delivered; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

- B. 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.
- C. 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.
- D. No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.

**Article 19**  
**NO STRIKES**

- A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.
- B. Any employee who violates this article shall be subject to discipline up to and including termination of employment.
- C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.

**D. SYMPATHY STRIKES**

1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.
2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of his/her appointment, at the discretion of the University they may not be paid for work they do not perform.

- E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

**Article 20  
NON-DISCRIMINATION IN EMPLOYMENT**

**A. GENERAL PROVISIONS**

1. Within the limits imposed by law or University regulations, the University shall not discriminate against or harass any ASE on the basis of race, color, religion, marital status, national origin, ancestry, sex, pregnancy, sexual orientation, gender identity, physical or mental disability, medical condition, HIV status, status as a covered veteran, age, citizenship, political affiliation, union activity, and membership or non-membership in the union. For the purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.
2. If the UAW appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the UAW's notice must include an Acknowledgement and Waiver Form signed by the affected ASE. The Acknowledgement and Waiver Form will reflect that the ASE has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the ASE understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 12, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the ASE to make an informed choice.

**B. SEXUAL HARASSMENT**

Unwelcome sexual advances, requests for sexual favors and other verbal or physical contact of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;

2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual; or
3. Such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

**C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE**

With regard to grievances alleging sexual harassment, an employee who has timely filed a grievance may elect to substitute the campus sexual harassment complaint resolution procedure for Step 2 of the grievance procedure. Use of the sexual harassment complaint resolution procedure shall toll the time limits for the grievance procedure only if a grievance has been timely filed, pursuant to Article 12, Section C.2 (time limits for filing the written grievance). At any time, an employee may elect to resume the regular grievance procedure in place of the campus sexual harassment complaint resolution procedure by written notice to the University. The University's Step 2 grievance response will be issued within fifteen (15) calendar days after such notice to return to Step 2 of the grievance procedure is received by the designated campus official.

**D. DEFINITION OF GENDER IDENTITY**

Gender identity means a gender-related identity, self-image, appearance, expression, or behavior of an individual, or other gender-related characteristics of an individual whether actual or perceived, and with or without regard to the sex designated or assigned to the individual at birth.

**Article 21  
PARKING AND TRANSIT**

- A.** At all campuses but Santa Cruz, ASEs shall have the option to participate in parking and parking-related services that are available to and on the same basis as other similarly situated employees including, but not limited to, pre-tax and payroll deduction options.

At Santa Cruz, ASEs shall be eligible to participate in the University sponsored pre-tax and payroll deduction parking programs.

- B.** At all campuses but Santa Cruz, ASEs shall have the option to participate in all transit programs that are available to and on the same basis as similarly situated employees.

At Santa Cruz, ASEs shall be eligible to participate in employee transit programs, including but not limited to the Emergency Ride Home program and free summer bus passes.

- C.** The University reserves the sole right to establish and change parking and transit rates, open and close lots and modify parking and transit conditions and regulations. The University shall provide 30 days advance written notice to the UAW of any proposed change or increase in parking and transit rates. The University shall meet upon request of the UAW to discuss and receive comments regarding any proposed change in parking and transit rates.

**Article 22  
POSTING**

**A. CAMPUS WIDE POSTING OF APPOINTMENT OPPORTUNITIES**

By March 15<sup>th</sup> of each year, the University shall begin posting information regarding ASE appointment opportunities for the following academic year on the campus website. Sixty (60) days before the commencement of each academic year, departments and hiring units shall post on the website available positions within the department for that year. Should new positions become available, they shall be posted within fourteen (14) days. The website shall contain the following information:

1. The projected number of available ASE positions by department/hiring unit that the University anticipates for the following academic year. This projection is not a guarantee of the actual number of ASE positions that will be available or filled;
2. An employment non-discrimination statement;
3. A general description of the duties performed by each of the classifications covered by the agreement;
4. The "minimum qualifications" by classification as established by and at the sole discretion of the University;
5. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University; and
6. The application procedures or hiring unit contact person for ASE positions.

**B. POSTING AT THE DEPARTMENT LEVEL**

Nothing in this article or in this agreement shall prevent departments or other campus hiring units from providing additional information regarding ASE employment opportunities on bulletin boards or other web sites. For those departments and hiring units that have formal written guidelines regarding hiring for and allocations of ASE positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

**C. SYSTEM-WIDE POSTING**

By October 1st of each year, the University will post the following information about courses where ASEs were employed in the previous academic year:

- a. Campus
- b. Course title
- c. Course number
- d. Brief description of the course
- e. Number of sections attached to the course
- f. Student enrollment for each section
- g. Number of TAs, by title, attached to each lecture, discussion, lab, seminar, etc.

**D. ENROLLMENT REPORT**

Each campus shall provide its yearly report on non-unit bearing course information (includes enrollment information for each lecture, discussion, lab, seminar, etc.) to the UAW in electronic format by October 1st of each year.

**Article 23  
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 meet and confer in good faith with respect to any provision found to be in contravention of the law.

**Article 24  
SUMMER SESSION**

**A. WAGES**

**1. Teaching Assistant, Teaching Fellow, Graduate Student Instructor, Associate In**

A Teaching Assistant, Teaching Fellow, Graduate Student Instructor or Associate In, who is not an Instructor of Record who has a 50% appointment during summer session, shall be compensated at the rate resulting from dividing the academic term gross salary by the maximum workload of 220 hours (quarter) or 340 hours (semester) and multiplying the result by 120 hours (for a six-week summer session). This compensation rate shall apply proportionately to other percent appointments and/or to summer sessions of different lengths. ASEs and groups of ASEs who are currently paid at a rate greater than this in summer 2007 shall continue to be paid on that basis (plus any additional wage increases that ASEs in the unit received in the previous academic year).

**2. Instructors of Record**

During the term of this contract, the University shall maintain the status quo on its method for compensating Instructors of Record in the summer session.

**3. Reader, Remedial Tutor, Tutor, Special Reader (not applicable at UCSC)**

The hourly rate for an appointment in these classifications shall at a minimum be the hourly rate in effect for the preceding academic year.

**4. Proportionate Application**

Salaries may be applied proportionately to other percent appointments and/or with the exception of UC Santa Barbara, to summer sessions of different lengths. A summer session appointment will be as defined in Section 23.F of this article.

**B. APPLICABLE ARTICLES**

The following articles apply to ASEs who are employed in the summer session: Recognition, Classifications, Defined Contribution Plan, Definitions, Discipline and Dismissal, Emergency Layoff, Employment Files and Evaluations, Grievance and Arbitration, Health and Safety, Holidays, Labor Management Meetings, Leaves, Management and Academic Rights, No Strikes, Non-Discrimination in Employment, Parking and Transit, Travel, Severability, Training and Orientation, Union Access and Rights, Union Security, Waiver, Wages, Workspace and Instructional Support, and Duration.

The remainder of the articles in this agreement do not apply to ASEs who are employed in the summer session.

**C. APPOINTMENT NOTIFICATION**

1. The University shall provide written notice (e.g., letter or email) of appointment to individuals offered an ASE summer session appointment. When a position becomes available more than thirty (30) days in advance of the assignment the ASE shall receive written notification of the appointment no less than thirty (30) days before the start of the assignment. In cases in which a position becomes available less than thirty (30) days before the commencement of summer session, notification will be made as soon as possible. The notice shall include, but shall not be limited to: appointment title; summer session/hiring unit contact; academic department/program, if known; effective dates; salary/wages; appointment percentage (or range of hours); response requirements, if any; a statement that the position is covered by a collective bargaining agreement between the parties; the contract website address; and a statement that the name and department address of all ASEs are released to the UAW.
2. The notice from the summer session hiring department will also include the following if known: academic department/program, faculty member or supervisor to whom the individual will report, the location where the work will be performed, course assigned, general job responsibilities and other information as deemed appropriate by the University. If the information is not known and available at the time the appointment notification is provided by the summer session hiring department, this information will be communicated at a later time by the University and if practical the information will be provided in writing.

**D. APPOINTMENT SECURITY**

If the University fails to notify an ASE prior to the commencement of the second meeting of the assigned section or class that a position offered and accepted is no longer available, the University will ensure the individual:

- a. is placed in an appointment at the classification and equivalent compensation level offered and accepted, or
- b. receives equivalent compensation in lieu of the position for the session at the level offered.

## **E. JOB POSTING FOR SUMMER SESSION**

### **1. Campus-Wide Posting**

As soon as practicable, but no later than February 1 of each year, except at UC Irvine where the date will be no later than December 15, the University shall begin posting information regarding Summer Session ASE opportunities on the campus web site. Sixty (60) days before the commencement of each academic year, departments and hiring units shall post on the website available positions within the department for that year. Should new positions become available, they shall be posted within fourteen (14) days. The University may update or edit this information as it deems appropriate. The web site shall contain the following information.

- a. The projected number of available ASE positions by department/hiring unit the University anticipates for the following Summer Session. This projection is not a guarantee of the actual number of ASE positions that will be available or filled.
- b. An employment non-discrimination statement.
- c. A general description of the duties performed by each of the classifications covered by the agreement.
- d. The "minimum qualifications" by classification as established by and at the sole discretion of the University.
- e. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
- f. The application procedures or hiring unit contact for ASE positions.

### **2. Department-Level Posting**

Nothing in this article or in this agreement shall prevent departments or other campus hiring units from providing additional information regarding ASE employment opportunities on bulletin boards or other web sites. For those departments and hiring units that have formal written guidelines regarding hiring for and allocations of ASE positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

## **F. SUMMER SESSION WORKLOAD**

1. A Teaching Assistant, Teaching Fellow or Associate In, who is not an Instructor of Record, with a 50% appointment for a six (6) week summer session shall not be assigned a workload that exceeds 120 hours or will not be assigned to work more than eight (8) hours in any one day. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assigned. This provision shall apply proportionately to other percent appointments and/or, with the exception of UC Santa Barbara, to summer sessions of different lengths.

2. An ASE who is considered the Instructor of Record during the summer session will be responsible for the summer session course.
3. Readers, Special Readers and Tutors shall be compensated on an hourly basis. Assigned workload is measured by how many hours the University could reasonably expect a Reader or Tutor to take to satisfactorily complete the work assigned. Readers, Special Readers and Tutors will not be assigned to work more than eight (8) hours in any one day.
4. ASEs should initiate discussions with their supervisors as soon as they anticipate any workload related issues that would result in a violation of this article.
5. Disputes regarding workload arising under this article are not subject to Article 12, Grievance and Arbitration, of this agreement. In the event a dispute arises regarding workload, the procedures set forth in Article 31, Workload, shall apply. The provisions of the workload section of this article are subject to the enforcement procedure as detailed in Article 31, Workload.

**Article 25**  
**TRAINING & ORIENTATION**

- A. All required training and orientation shall be considered part of the workload for the term, with the exception of pedagogy courses in which an ASE is required to be enrolled. Said pedagogy courses and training requirements shall not be used to reduce the number of ASE appointments.
- B. The University may require, at its sole discretion, an ASE to satisfactorily complete required training to continue appointment as an ASE. The University may, at its sole discretion, require that an ASE who has not satisfactorily completed required training repeat training without the repeated training counting in workload.
- C. Unpaid activities for which academic credit is given, or that are academic program requirements for all students in the program, or are training required to meet minimum eligibility requirements (e.g., English language tests), are not considered employment activities and not covered by this agreement.

**Article 26**  
**TRAVEL**

- A. The University shall reimburse ASEs for authorized expenses incurred during required employee-related University business or travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.
- B. The University will not reimburse ASEs for travel between home and the campus.

**Article 27**  
**UNION ACCESS AND RIGHTS**

**A. USE OF FACILITIES**

**1. Access**

The University has the right to establish and enforce reasonable access rules and regulations at each campus.

**2. U.S. Mail Delivery**

United States mail on which postage has been paid and which is received by the University bearing the name of the ASE in the unit and correct specific address will be distributed to the ASE in the unit in the normal manner.

**3. Use of mailboxes**

In locations where ASEs have mailboxes, the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.

**4. Email use**

UAW designated employee representatives may use their university email account in accordance with applicable University policy regarding electronic mail/electronic communications.

**B. DIRECTORY INFORMATION AND EMPLOYEE LIST**

1. The ASE shall be required to release her/his name to the UAW as a condition of employment.

2. As soon as practicable, each month the University shall provide the UAW the following information, where available, in a computer readable form: name, home department, employee identification number, classification, title code, percentage appointment, monthly salary, salary rate, amount of monthly dues/agency fees deducted, and home address. In the event an employee has opted to have her/his home address protected under applicable federal and/or state law, the home address of such employee shall be deleted from this list. The University shall supply the UAW with information regarding the gender, race and ethnicity of all ASEs, sorted by discipline (as defined by the University) once a year.

a. Neither party waives any right it may have to seek or withhold information regarding race, gender and ethnicity sorted by department when necessary for representation purposes.

3. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this information. The University will give the UAW notice of initial costs and any significant changes to those costs prior to the time they are incurred.

**C. ACCESS TO THE AGREEMENT**

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

**D. SYSTEM-WIDE BARGAINING**

1. At each campus, the University shall provide compensation, including eligible fee and GSHIP remissions, for one FTE (40 hours/week) ASE appointment(s) (fee and GSHIP remissions shall not be paid for more than 2 ASEs per term) as UAW bargaining committee member(s) to participate in system-wide bargaining for two (2) terms during which bargaining occurs. In the event that bargaining occurs during summer sessions, one (1) term for the purposes of compensation, is equivalent to two consecutive 6-week summer sessions or equivalent. The UAW bargaining committee member(s) shall be provided paid release time for all remaining time in bargaining until, but no later than, the expiration date of the contract, unless otherwise mutually agreed to by the parties.
2. Those receiving compensation pursuant to Section 1 above must be a student or an ASE at the campus in the term that bargaining commences.
3. Bargaining committee members shall be compensated so that they incur no loss nor achieve any gain over their current or most recent ASE appointment on the campus or the highest rate of appointment in an ASE position in the ASE's career on the campus. In cases where an ASE would normally advance based on campus procedures, the higher rate would be paid.
4. The UAW shall give notice to the University of the UAW bargaining committee member(s) to be assigned and compensated in accordance with this section thirty (30) calendar days prior to the term in which they are to be assigned and compensated for system-wide bargaining or as soon as practicable.
5. An ASE who works in this capacity for the terms referenced above shall not have those terms counted toward any limit imposed by an academic department on the number of terms of employment for which an ASE may be eligible.

**E. ACCESS FOR PURPOSES OF NEW ASE ORIENTATION**

1. When a campus has a new ASE campus-wide orientation, the UAW gets thirty (30) minutes on the agenda. If breakout sessions are part of the new ASE campus-wide orientation, the UAW shall be provided the opportunity to present a workshop at one of the breakout sessions without the presence of University officials. Workshop presentations shall be consistent with the guidelines established by the University for such workshops.
2.
  - a. If a department or hiring unit does not require ASEs to attend a new ASE campus-wide orientation as described in E.1 above, then the UAW will get thirty (30) minutes at the department or hiring unit orientation without the presence of University officials.
  - b. If a department or hiring unit requires new ASEs to attend a new ASE campus-wide orientation then the UAW does not get to attend the

- department/hiring unit's orientation. However, should a department or hiring unit decide to give the UAW access to its orientation, then it may provide thirty (30) minutes without the presence of University officials.
- c. The local labor relations office will provide the UAW with a list of all known new ASE department or hiring unit-wide orientations along with contact information at least thirty (30) days prior to the commencement of each term, unless mutually waived by the parties.
  - d. Where the University does not provide a department-wide or hiring unit-wide orientation for new ASEs or require participation in a new ASE campus-wide orientation, the UAW shall be provided thirty (30) minutes to conduct an orientation with new ASEs without the presence of University officials.
3. Union orientation is part of the new ASE orientation process. The University shall not discourage attendance at the UAW portion of any ASE orientation, however, attendance at the union orientation shall not be required.
  4. The University shall have no obligation or responsibility for the content of the UAW's presentations. The parties agree that the content of the workshops/orientations shall not be detrimental to or derogatory of either party, its agents or officials.
  5. Nothing in this provision shall restrict the University from modifying new ASE orientations.

## **Article 28 UNION SECURITY**

### **A. DUES AND FEES**

The UAW membership ratification of this agreement shall constitute notice to the University that the UAW has implemented the provisions of Section 3583.5(a)(1) of the Government Code providing for fair share service fee collection. Effective sixty (60) days from the date of ratification membership dues or fair share service fees shall be paid to the UAW as a condition of employment. The termination of this agreement shall not constitute a basis for cessation of said implementation. As a result of said implementation, the parties have agreed as follows, so as to enable full compliance by the UAW with the provisions of Sections 3583 through 3585 of the Government Code and other applicable law.

1. Each July 1 the University shall provide to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing addresses of all employees who are not members of the UAW and who are employed in the bargaining unit on the last payroll period preceding that date.
2. The University shall provide to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing address of all ASEs as soon as practicable, but no later than 45 days of her/his appointment.

3. Membership dues, assessments and standard initiation fees for members and fair share service fees for non-members will be deducted from the wages of ASEs. The University shall remit dues, assessments, fees and fair share service fees to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues, fair share fees, and the amounts of any assessments and standard membership initiation fees. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the dues deduction and fair share program. In the event the UAW fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues and fair share remittance to the UAW provided for in this paragraph.
4. On a monthly basis, the University will provide a list of ASEs by name, total gross monthly pay, title code, department/hiring unit, amount of dues/fees deducted. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this list.
5. The University and the UAW designate the following charities as provided for by Section 3584(a) of the Government Code:
  - a. American Cancer Society
  - b. Habitat for Humanity
  - c. Oxfam

**B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)**

Upon presentation of a legible signed authorization form executed by an ASE, the University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions.

1. The authorization form must be mutually agreed upon by the parties and contain specific UC payroll language as determined by the University. If the authorization form is not legible, as determined at the sole discretion of the University, the form will be returned to the UAW for clarification.
2. The ASE must be an active dues paying member for the VCAP deduction to occur.
3. The VCAP deduction must be in a flat dollar amount and shall be deducted from the ASE's first paycheck of the month.
4. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.
5. An ASE may discontinue the VCAP deductions at any time upon written notification to the campus labor relations office.
6. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges

made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the FTP site.

**C. UNION MEMBERSHIP ELECTION FORM**

1. A mutually agreed upon union membership election form shall be provided to all new ASEs at the same time as the ASE is provided the new employee payroll information (e.g., W-4 and I-9 forms). It is the UAW's responsibility to provide an adequate number of union membership election forms to the University for ASEs.
2. In the event that an ASE has already completed new employee information (e.g., W-4 and I-9 forms) the University shall present a UAW Local 2865 Membership Election Form at the time the ASE hires into the bargaining unit.
3. The University will collect and return all original signed forms to the UAW within 10 business/working days of its receipt of the completed form.
4. The University will not discourage employees from completing the form or becoming members of the UAW.

**D. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION**

Effective three (3) pay periods from the ratification of this agreement by the parties, the UAW shall begin transmitting deduction information to the University electronically. Such deduction information shall include dues, initiation fees and VCAP deductions.

Within one (1) month of the ratification of this agreement by the parties, the parties shall meet to negotiate implementation of the electronic transmission of deduction information.

**E. WAIVER OF LIABILITY**

The UAW specifically agrees that the University shall assume no obligation other than that specified in this article, or any financial liability, including the payment of any retroactive dues/fair share fees arising out of the provisions of this article. Further, the UAW agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity arising from any deductions made in accordance with this article.

**Article 29  
WAGES**

**A. 2007 WAGE ADJUSTMENTS**

The University shall increase the wage range/rates for all ASE titles by 5% effective October 1, 2007 or upon final settlement of the 2007 successor agreement between the University and the UAW, whichever occurs later.

**B. FISCAL-YEAR 2008-2009 WAGE ADJUSTMENTS**

1. In the fiscal year 2008-2009, the University shall increase the wage range/rates for all ASE titles effective October 1, 2008 equal to the amount of the general range adjustment, up to 5%, as provided by the funding allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 33, Duration.
2. If the University receives funding of 1.5% or less for a general range/rate adjustment pursuant to the State Budget Act in fiscal year 2008-2009, the University shall increase the wage range/rates for all ASE titles by 1.5%.

**C. UCLA FRESHMAN/TRANSFER SUMMER PROGRAM (F/TSP)**

At UCLA tutors in the F/TSP program will be paid a minimum of \$4,073 for the entire six-week program with a workload not to exceed 240 hours and will not be paid on an hourly basis as described in Article 23.A.3 and 23.F.3. This minimum does not include required training prior to the start of the program, which will be compensated on an hourly basis.

**D. READER/TUTOR RATES AT UCB, UCD, AND UCR**

The University shall increase the minimum rate for Tutors at UCB, UCD, and UCR in title codes 2510, 2860 and 2861 and for Readers at UCB in title codes 2851 and 2500 to \$12.00 effective October 1, 2007. This rate will not be subject to the increase in wage range/rates in Section A above.

**E. OCTOBER 1, 2009-SEPTEMBER 30, 2010 WAGES**

Wage ranges/rates for all ASE titles will be maintained at their October 1, 2008-September 30, 2009 levels.

**Article 30  
WAIVER**

- A. Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this agreement, it is agreed and understood that each party to this agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this agreement.
- B. With respect to other matters within the scope of negotiations, but not covered in Section A above, in the event the University proposes a new policy that has a significant impact on the terms and conditions of employment for ASEs in the unit, the University will meet, upon timely request by the UAW, over the impact of the decision to the extent required by law.
- C. With respect to other matters within the scope of negotiations, but not covered in Sections A or B above, negotiations may be required during the term of this agreement,

but only as provided below.

1. The parties recognize that during the term of this agreement, it may be necessary for the University to make changes in areas within the scope of negotiations. Where the University finds it necessary to make such changes the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.
2. The parties shall undertake negotiations regarding the impact of such changes on ASEs when all three of the following exist:
  - a. Where such changes would significantly affect the working conditions of a substantial number of employees in the bargaining unit;
  - b. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and
  - c. Where the UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the UAW of the University's notice as described in Section C.1.
3. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this agreement.
4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
5. If the parties disagree as to whether a proposed change is subject to Section C above, such disagreement shall be subject to the Grievance and Arbitration Article of this agreement.

### **Article 31 WORKLOAD**

#### **A. TEACHING ASSISTANT (TA)**

1. For purposes of this article only, TA refers to Teaching Assistant, Special Reader, Teaching Fellow, Community Teaching Fellow, Nursery School Assistant and Associate In\_\_. Assigned workload is measured by how many hours the University could reasonably expect a TA to take to satisfactorily complete the work assigned.
  - a. A TA with a 50% appointment shall not be assigned a workload of more than 220 hours per quarter or 340 hours per semester. This standard shall apply proportionately to other percent appointments.
  - b. In addition, a TA with an appointment of 50% or less shall not be assigned a workload of more than 40 hours in any one week or assigned to work more than eight (8) hours in any one day. The number of hours worked in excess of twenty (20) hours per week may not total more than 50 hours per quarter or 77 hours per semester.

2. TAs should initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in a violation of this article.

**B. READER/TUTOR**

Readers and tutors shall be compensated on an hourly basis. Assigned workload is measured by how many hours the University could reasonably expect a reader or tutor to take to satisfactorily complete the work assigned. Readers and tutors shall not be assigned a workload of more than 40 hours in any one week or assigned to work more than eight (8) hours in any one day. Tutors shall be guaranteed pay for the entirety of any pre-scheduled tutoring timeslot.

**C. INSTRUCTOR OF RECORD**

ASEs who are the instructors of record will be responsible for a workload consistent with the normal workload for the course. ASEs who are the Instructors of Record will normally receive a 50% appointment for a regular academic course.

**D. NOTIFICATION OF WORKLOAD MAXIMUM**

When an ASE perceives she/he may exceed the daily, weekly or term (quarter or semester) maximum number of hours in her/his appointment, she/he shall communicate this fact to her/his faculty supervisor. If an ASE is going to exceed the daily, weekly or term maximum number of hours of her/ his appointment, the University shall either:

1. Increase the ASE's appointment percentage to be consistent with the number of hours she or he will work and/or
2. Modify the ASE's work assignment such that the number of hours worked will be consistent with her or his appointment percentage and workload limits.

Any changes pursuant to Subsections D.1 and D.2 above shall be communicated to the ASE in writing.

**E. EXPEDITED PROCESS**

1. Alleged violations of daily, weekly or term (quarter or semester) maximum number of hours is subject to the grievance/arbitration procedure as modified by the expedited process in Section 2 below.
2. For such grievances, the Informal Step 1 of the grievance procedure is mandatory and is limited to Section D above. In the event that such a grievance is not settled at the Informal Step 1, the grievant may file a formal grievance with the graduate dean. If the grievance is not resolved within 3 days, the UAW may submit the grievance directly to arbitration. Such expedited arbitration hearings shall be held on a mutually agreeable date within 14 days of the date of the arbitration submission. Such arbitrations concerning this section shall be conducted without court reporter's transcripts or post-hearing briefs. The arbitrator shall provide a bench decision which becomes effective immediately and provide a written opinion and award.

**Article 32**  
**WORKSPACE AND INSTRUCTIONAL SUPPORT**

- A.** The University shall provide access to required facilities, services, texts and instructional support. Access to required facilities, services, texts, and instructional support will not be unreasonably denied. These required facilities, services, texts and instructional support may include:
1. Office and desk space, telephone,
  2. A computer,
  3. Storage space,
  4. Office, laboratory, and instructional equipment,
  5. Mailbox,
  6. Office supplies,
  7. Texts and/or reading material.

**Article 33**  
**DURATION**

- A.** The terms and conditions of this agreement shall remain in full force and effect commencing on October 1, 2009 and shall terminate September 30, 2010.
- B.** Except as provided herein, neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the agreement.
- C.** Written proposals for a successor agreement shall be presented to the University by the UAW no later than May 1, 2010. The University shall present its written proposals for a successor agreement to the UAW no later than June 1, 2010.
- D.** The parties acknowledge that all articles in this agreement will be negotiated on a system-wide basis. However, the parties recognize that some of the articles delineated below may warrant local campus discussions:

Article 5, Classifications  
Article 16, Labor-Management Meetings  
Article 21, Parking and Transit  
Article 32, Workspace and Instructional Support

## MEMORANDUM OF THE NEGOTIATORS

The negotiators of this proposed Agreement agree that they have reached a tentative agreement and have concluded negotiations on the development of the proposed Agreement.

The parties understand that the signature of the approving authority for either party may post-date the ratification date by the Union. The parties agree that the effective date of this agreement will be the first day following the Association's written notice to the University that the Agreement has been ratified by UC academic student employees.

The signatures below are those of the members of each bargaining team, and reflect each team's support for the terms of the proposed Agreement, and their commitment to recommend its ratification to their constituents.

### For the University of California

### For the UAW

|  |   |
|--|---|
| _____<br>Howard Pripas<br>University Negotiator<br><b>Team Members</b> | _____<br>Mike Miller<br>UAW Negotiator<br><b>Team Members</b> |
| _____<br>Myron Okada, UCOP   | _____<br>Meredith Wilson, UAW                                 |
| _____<br>name  | _____<br>Christine Petit, UAW Local 2865                      |
| _____<br>name  | _____<br>Michael Bigley, UCB                                  |
| _____<br>name  | _____<br>Rachel Vandagriff, UCB                               |
| _____<br>name  | _____<br>James Owen Sizemore, UCLA                            |
| _____<br>name  | _____<br>Marcus Desmond Harmond, UCLA                         |
| _____<br>name  | _____<br>Brandon Rainier, UCI                                 |
| _____<br>name  | _____<br>Nathaneal Matthiesen, UCI                            |
| _____<br>name  | _____<br>David Willhoite, UCR                                 |
| _____<br>name  | _____<br>Christine Petit, UCR                                 |
| _____<br>name  | _____<br>Jorge Cabrera, UCSB                                  |

|      |                       |
|------|-----------------------|
| name | Steven Attewell, UCSB |
| name | Evelyn Fidler, UCSD   |
| name | James Tracy, UCSD     |
| name | Leigh Cole, UCSD      |
| name | Leigh Cole, UCSD      |

The foregoing Agreement between the Union and the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

**THE INTERNATIONAL UNION,  
UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW),  
AFL-CIO**

By: \_\_\_\_\_  
Dwayne B. Duckett  
Vice President  
Human Resources

By: \_\_\_\_\_  
Jim Wells  
Director, UAW Region 5  
International Union, UAW

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

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

By: \_\_\_\_\_  
Lynn Boland  
Executive Director  
Employee Relations Programs,  
Policies and Services  
Human Resources

By: \_\_\_\_\_  
Meredith Wilson  
International Representative  
International Union, UAW

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

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

By: \_\_\_\_\_  
Shelley L. Nielsen  
Interim Senior Director  
Employee Relations Programs, Policies  
and Services  
Human Resources

By: \_\_\_\_\_  
Mike Miller  
International Representative  
International Union, UAW

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

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

By: \_\_\_\_\_  
Howard Pripas  
Director, Collective Bargaining  
Employee Relations Programs, Policies  
and Services

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

By: \_\_\_\_\_  
Christine Petit  
President, UAW Local 2865

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

By: \_\_\_\_\_  
Myron Okada  
Manager  
Employee Relations Programs, Policies  
and Services

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

**APPENDIX "A"**  
**UC/UAW STEP 2 GRIEVANCE FORM**

|   |  |   |  |  |  |
|---|--|---|--|--|--|
| <b>UC/UAW<br/>STEP 2<br/>GRIEVANCE<br/>FORM</b>   |  | Allegations of a violation of the UC/UAW Agreement covering Academic Student Employees (ASEs) must be filed on this form. See the UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor Relations Office. Pursuant to section 3567 of HEERA, UC shall not agree to resolution of the grievance until the UAW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. <b>YOU MUST PROVIDE THE INFORMATION MARKED WITH AN ASTERISK (*) IN ACCORDANCE WITH ARTICLE 11, SECTION C.2., GRIEVANCE AND ARBITRATION PROCEDURE, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING</b> (Form available at <a href="http://atyourservice.ucop.edu/employees/policies/systemwide_contracts/uaw/index.html">http://atyourservice.ucop.edu/employees/policies/systemwide_contracts/uaw/index.html</a> ). |  |  |  |
| GRIEVANT'S NAME *   |  | GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)  |  |  |  |
| LAST  | FIRST  | MI  |  |  |  |
| BARGAINING UNIT CLASSIFICATION TITLE* (e.g. TA, Tutor, Reader, etc.)  |  | GRIEVANT'S HIRING UNIT/DEPARTMENT *   |  | GRIEVANT'S HOME TELEPHONE NUMBER                 |  |
| NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE, AND TELEPHONE NUMBER  |  | NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT (OR REPRESENTATIVE'S ADDRESS MAY BE USED) *  |  |  |  |
| REPRESENTATIVE'S NAME (IF REPRESENTED) *  |  | REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE) *   |  | REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER |  |
| REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP  |  |   |  |  |  |
| TYPE OF GRIEVANCE:  |  | SPECIFIC ARTICLE(S) & SECTION(S) OF THE UC/UAW AGREEMENT ALLEGED TO BE VIOLATED*  |  |  |  |
| <input type="checkbox"/> INDIVIDUAL<br><input type="checkbox"/> GROUP (LIST ALL NAMES)<br><input type="checkbox"/> UNION  |  |   |  |  |  |
| DATE OF ALLEGED VIOLATION(S)*   | DATE OF INFORMAL STEP 1 DISCUSSION WITH SUPERVISOR, IF ANY | DATE OF INFORMAL STEP 1 RESPONSE, IF ANY  | ARE YOU REQUESTING A STEP 2 MEETING?                     |  |  |
|   |  |   | <input type="checkbox"/> YES <input type="checkbox"/> NO |  |  |
| DESCRIPTION OF ALLEGED VIOLATION OF THE AGREEMENT.* PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH SEPARATE SHEET OF PAPER IF NEEDED.) |  |   |  |  |  |
| REMEDY REQUESTED*   |  |   |  |  |  |
| GRIEVANT'S SIGNATURE  |  |   |  | DATE   |  |
| REPRESENTATIVE'S SIGNATURE (IF REPRESENTED)   |  |   |  | DATE   |  |

**GRIEVANCE REVIEW -- STEP 2**

|  |   |   |   |
|--|---|---|---|
| DATE STEP 2 GRIEVANCE FILED                                | DATE OF UC DECISION                       | DECISION ATTACHED<br><input type="checkbox"/> YES <input type="checkbox"/> NO | WAS A MEETING HELD?<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br>DATE OF MEETING: |
| STEP 2 DECISION (ATTACH SEPARATE SHEET OF PAPER IF NEEDED) |   |   |   |
| SIGNATURE OF STEP 2 REVIEWER                               | PRINTED NAME AND TITLE OF STEP 2 REVIEWER | TELEPHONE NUMBER  |   |

**FORM FOR APPEAL TO STEP 3**

(Appeals may be filed with the Campus Labor Relations Office on this form or in accordance with Article 11, Section C.3.)

|                                      |  |  |      |   |
|--------------------------------------|--|--|------|---|
| <input type="checkbox"/>             | I DO NOT ACCEPT THE STEP 2 RESPONSE AND I APPEAL TO STEP THREE (STATE SUBJECT BELOW) | GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE | DATE | ARE YOU REQUESTING A MEETING?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |
| UNRESOLVED ISSUES APPEALED TO STEP 3 |  |  |      |   |

**GRIEVANCE REVIEW -- STEP 3**

|                              |   |   |   |
|------------------------------|---|---|---|
| DATE STEP 3 APPEAL FILED     | DATE OF UC DECISION                       | DECISION ATTACHED<br><input type="checkbox"/> YES <input type="checkbox"/> NO | WAS A MEETING HELD?<br><input type="checkbox"/> YES <input type="checkbox"/> NO<br>DATE OF MEETING: |
| SIGNATURE OF STEP 3 REVIEWER | PRINTED NAME AND TITLE OF STEP 3 REVIEWER |   |   |

**APPENDIX "B"**  
**PANEL OF ARBITRATORS**

**NORTH**

1. Charles Askin
2. Bonnie Bogue
3. Thomas Christopher
4. Barbara Chvany
5. Alexander Cohn
6. William Eaton
7. John Kagel
8. Anita Knowlton
9. Emily Maloney
10. Luella Nelson
11. Edward Scholtz
12. Barry Winograd
13. Robin Matt

**SOUTH**

1. Charles Askin
2. Howard Block
3. Douglas Collins
4. Wayne Estes
5. Edna Francis
6. David Hart
7. Fred Horowitz
8. Kenneth Perea
9. Michael Prihar
10. Tom Roberts
11. Jan Stiglitz
12. Louis Zigman
13. Robin Matt

**APPENDIX "C"**  
**DESCRIPTION OF DUTIES FORM**

DESCRIPTION OF DUTIES

Term: \_\_\_\_\_ Supervisor: \_\_\_\_\_ ASE: \_\_\_\_\_

Course #: \_\_\_\_\_ Course Title: \_\_\_\_\_

Location: \_\_\_\_\_ Day/Time: \_\_\_\_\_

The job duties designated below are required of the Academic Student Employee.  
Please check the appropriate items and describe, as applicable:

- \_\_\_\_\_ Attend lectures
- \_\_\_\_\_ Present \_\_\_\_\_ lectures
- \_\_\_\_\_ Instruction of \_\_\_\_\_ sections/labs per week
- \_\_\_\_\_ Preparation
- \_\_\_\_\_ Hold \_\_\_\_\_ office hours per week
- \_\_\_\_\_ Supervisor/ASE(s) meeting \_\_\_\_\_ hours per week
- \_\_\_\_\_ Read and evaluate \_\_\_\_\_ papers per student
- \_\_\_\_\_ Proctor \_\_\_\_\_ examinations
- \_\_\_\_\_ Prepare drafts of narrative evaluations and make grade recommendation as appropriate for students in T.A. section/lab (Santa Cruz only)
- \_\_\_\_\_ Perform individual and/or group tutoring
- \_\_\_\_\_ Class/faculty visits
- \_\_\_\_\_ Maintain/submit student records (e.g., grades)
- \_\_\_\_\_ Perform other tasks as assigned. Please list: \_\_\_\_\_

A Teaching Assistant with a 50% appointment shall not be assigned a workload of more than 220 hours per quarter (340 hours per semester) or a workload of over 40 hours in any one week. The number of hours worked in excess of 20 hours per week may not total more than 50 hours per quarter or 77 hours per semester.

In addition, a Teaching Assistant with an appointment of 50% or less shall not be assigned a workload of more than 40 hours in any one week or more than 8 hours in any one day.

This check sheet is designed to be distributed to all ASEs except those who are designated as the Instructor of Record for the course.

**APPENDIX "E"**  
**2007 HEALTHCARE COMMITTEE SIDE LETTER**

During the course of negotiations, the parties discussed the delivery of health benefits to employees in the bargaining unit. The parties have recognized that there are critical areas of healthcare that the parties need to explore for the mutual benefit of the University and Academic Student Employees. Therefore, the parties have agreed to establish the System-Wide Special Healthcare Committee.

- The committee shall examine options for employees on each campus, including the costs of the benefits.
- The committee shall explore programs and mechanisms to achieve the most cost effective delivery of quality care for ASEs.
- The programs explored shall include:
  - care for gender confirmation services and related care, including but not limited to related surgeries and prescription medication;
  - healthcare for ASEs' dependents, spouses, and domestic partners;
  - expanded mental health services;
  - expanded prescription drug coverage;
  - HCRA; and
  - a system-wide healthcare plan for ASEs.

The committee shall be comprised of four (4) representatives from the University and four (4) representatives from the UAW.

The committee shall meet commencing January 2008.

The committee shall make recommendations to the appropriate University officials.

Available data that is non-confidential, non-proprietary and maintained by the University will be made available upon request of the committee. All such requests will be reasonable, relevant to the mission of the committee, and not burdensome.

**SIDE LETTER - MEMORANDUM OF UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING  
AGREEMENT BETWEEN  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AND THE  
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO  
ACADEMIC STUDENT EMPLOYEES UNIT

The University of California and the United Auto Workers Local 2865 are parties to a Collective Bargaining Agreement scheduled to expire on September 30, 2009.

Both parties agree (pending ratification) to a new agreement commencing on October 1, 2009 and terminating on September 30, 2010. The terms and conditions of the October 1, 2007-September 30, 2009 agreement will remain the same except for the following modifications:

1. Article 29 Wages –

New Section E 2009-2010 Wage Adjustments

There shall be no wage adjustments during the 2009 -2010 academic year.

2. Article 33 Duration

*Section A*

Substitute 2009 for 2007 and 2010 for 2009

*Section C*

Substitute 2010 for 2009 (twice)

3. Delete Appendix D

4. Delete Appendix G

For the UAW

*CP*  
*M Wilson* 6/5/09  
International Representative

For the University of California

*Howard J. Frijoles* 6/5/09  
Director of Collective Bargaining