

May 2000

**A Letter to the UC Faculty from Lawrence B. Coleman
Chair of the Universitywide Academic Senate, University of
California**

Dear Colleagues,

The University and our Teaching Assistants, Readers and Tutors have reached agreement on our first Academic Student Employees (ASE) labor contract. Of central importance to the faculty is that the contract maintains the Senate's role over courses and curricula and the determination of ASE workload. Below you will find an outline of those contract articles that have academic impact. Before the start of the Fall term, faculty with responsibility for supervising ASE's will receive the necessary guidelines to implement the contract.

Reaching understanding and agreement on this first contract was not easy and the individual campus and University wide bargaining teams and advisory groups deserve our thanks for a job well done.

Sincerely,
Lawrence B. Coleman
Chair, Universitywide Academic Senate

ASE CONTRACT 2000-2003

Summary and Highlights

The University has reached a three-year tentative agreement with the United Auto Workers (UAW) covering terms and conditions of employment for teaching assistants, readers, tutors, and other specified Academic Student Employees. The tentative agreement was reached at 1 a.m. on May 10, 2000, and the UAW will be holding campus ratification votes in the coming days. Because ASE bargaining units are campus-based, the agreement will result in a separate contract for each of the eight general campuses, though the contract language will be essentially identical. The contract will clarify the working relationship between faculty and ASE's and preserve and protect academic judgment.

The Office of the President and campus representatives already have begun work on contract guidelines. They also will provide training which will assist the University, and faculty in particular, in the administration of the contract. This training will occur before the Fall term.

A few significant highlights of the agreement are listed below:

-- Appointment Notification: The University has agreed to provide ASEs with a written letter of appointment shortly after hiring decisions are made. However, the contract does not place any timeline on when hiring decisions must be made. The University also has agreed to provide supplemental documentation to Teaching Assistants setting forth the details of the assignment and any significant changes during the term. In most cases, the course syllabus will provide the necessary details.

-- Fee Remission: The University has agreed to increase the current fee remission (60%) each Fall as follows: 75% in 2000, 85% in 2001 and 100% in 2002. As is the current practice, the fee remission applies to mandatory systemwide fees, not to local campus fees and continues to apply only to those ASEs with a 25% or more appointment in an eligible academic title.

-- Grievance and Arbitration: ASEs may grieve and arbitrate all alleged contract violations except for disputes regarding workload. That is, an ASE may file a written complaint with University regarding alleged contract violations which ultimately will be resolved by a third party neutral arbitrator. The arbitration provision contains a bifurcation clause which allows the University to contest the arbitrability of a claim before a hearing is held on the merits of the claim itself. This bifurcation process will reduce the need for faculty to appear at arbitration hearings.

In most cases, an arbitrator's ability to order a monetary remedy is limited to payment of lost wages and states specifically that the arbitrator shall not have authority to "review any academic judgment."

-- Management and Academic Rights: Decisions regarding who is taught, what is taught, how it is taught and who does the teaching are specified as academic judgments. These judgments are reserved to the sole discretion of the University and are not subject to the grievance and arbitration procedures. The contract also affirmatively preserves the University's right to recruit, hire, schedule, assign and evaluate ASEs and to "exercise sole authority on all decisions involving academic matters." These rights may be challenged only by ASEs (not applicants) if the University's exercise thereof violates an express provision of the contract.

-- Non-Discrimination: The contract precludes discrimination and allows an ASE to grieve and arbitrate such allegations. However, in doing so, the ASE would be required to waive rights to pursue such a claim in state or federal court.

-- No Strikes: The contract precludes ASEs from striking for the duration of the contract.

-- Wages: Wage increases consist of an immediate 1.5 percent salary range adjustment (not applicable to Summer Session), in addition to the 2 percent range adjustment provided in October 1999. Range adjustments will be provided in October 2000, 2001 and 2002 consistent with State allocations currently anticipated to be 2 percent each year. Additionally, the minimum tutor rate has been increased to \$9.25.

-- Waiver: This article limits the University's obligation to negotiate with the union during the term of the contract. In general, the University only has to negotiate regarding the "impact" of changes when the changes "significantly affect the working conditions of a substantial number of employees in the bargaining unit."

-- Workload: This article allows the University to assign a TA a "workload" of up to 220 hours per quarter (340 per semester). Workload is not measured strictly by actual hours worked. Rather, it is measured by how many hours the University could reasonably expect it to take a TA to satisfactorily complete the work assigned. In some cases, a TA may work more than 220 hours, but still not violate the provision. However, this would be the exception and not the rule. Weekly workload is limited to 40 hours in a week and the number of hours a TA works in excess of 20 in a week may not exceed 50 in a quarter (77 in a semester).

Workload disputes are not subject to the grievance and arbitration process. Rather, the contract provides for internal dispute resolution using Academic Senate faculty, not outside arbitrators. ASEs are encouraged to raise concerns regarding workload with their supervisor prior to a workload violation occurring. In the event an ASE feels a violation has occurred, the ASE may file a written complaint with the department head (or designee). If not satisfied with the result at that level, the ASE may move the complaint to a person designated by the Chancellor at each campus. If still not satisfied, the ASE or union may appeal the decision to a panel of two members of the Academic Senate one each selected by the union and University. If these two Senate members are deadlocked, they select a third panel member to assist in resolving the dispute. This third person must be a member of the academic Senate, have expertise as a neutral in labor-management dispute resolution and faculty governance. The panel's decision is final and binding and not subject to grievance or arbitration.