Represented Employees in an Academic Setting
# Represented Non-Senate Academic Employees

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Exclusive Representation

- Union represents all employees in the bargaining unit for all matters “within the scope of representation”

- Collective bargaining agreement aka contract or MOU, sets the terms and conditions of employment (e.g., wages, hours, benefits)

- Management cannot “directly deal” with an individual employee on matters within scope of representation or the terms and conditions of employment

- Union access and rights (e.g., access to facilities - mailboxes, email; employee lists; orientation)

- Management and academic rights (e.g., plan, direct, control the University’s mission)
Academic Judgment

“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”

- While we have “sole discretion”, we may need to be able to articulate how we came to these decisions (e.g., what was the basis for changing the existing model, structure, etc.)
Academic Student Employee (ASE) Successor Contract

- Contract was ratified on June 21, 2014
- Expires on June 30, 2018
- Effective with ratification, all Reader and Tutor titles at UCSC are now included in the ASE bargaining unit
  - This includes non-students hired into Reader and Tutors titles as well
New ASE Orientation

- UAW portion of orientation is part of ASE orientation and must be included in the agenda and allotted 30 minutes
- However, hiring units have authority to determine whether or not attendance at such an orientation is mandatory
- If mandatory, the entire duration of the orientation is considered work time, including the union’s 30 minutes, and must be compensated
- UAW’s 30 minutes is always “without the presence of University officials” (chair, manager, grad advisor, etc.)
- This access requirement is specific to an employment-related orientation, not for an incoming student academic orientation

Contact the Labor Relations Office with questions
Non-Discrimination in Employment

All Gender Restrooms
- New requirement for Appointment Letter (link to campus map included in our campus template letters)
- ASE or Union may express need to department or labor relations
  - University is obligated to find a solution for reasonable access to gender-neutral restroom to the ASE’s work location

Solutions may include:
- Section/class reassignments
- Schedule modifications
- Re-designation of existing restroom
- Alternate ASE appointment
- No fund expenditure required beyond – minimal and incidental costs

Contact Labor Relations if you receive a request for access and need assistance in responding
Changes involving Readers and Tutors

- Appointment Letters, Description of Duties Forms
- Appointment Security, Right to file Grievances under ASE contract
- Eligibility for Childcare Reimbursement Program and Leaves based on appointment %/duration

If graduate student, appointments at 25% time or more for at least one academic quarter, trigger Tuition and Student Services Fee remission and health insurance premium remission

*Undergrads appointed to Reader or Tutor titles are not eligible for these remissions
Changes involving Readers and Tutors

- Appointment letters need to identify a range of hours and supervisor.
  - Template letter includes minimum to maximum hours for duration of appointment and requires supervisor approval to work more than maximum.
  - Departments need to figure out their approval process.

- Appointment letters and Description of Duties forms need to be kept in Employment File.
Possible Changes involving Readers and Tutors

- Tutors must be paid for entirety of pre-assigned sessions
  - if assigned to a 3-hour drop in session, must be paid for 3 hours whether or not any students show up for tutoring

- Tutors and Readers perform different work, so appoint to both titles if same student is assigned to perform duties in each title
  - Use single student session Tutor rate to pay Tutors for preparation, meeting with supervisor, attending lecture
Importance of Using the Appropriate Title

TA or Tutor? If we’re wrong, it could be very expensive

- If undergrads are appointed as Tutors and it’s determined that they performed the work of TAs, and worked 110 hours or more in a quarter, settlement of grievance will likely include fee remission in addition to difference between TA and Tutor rate of pay

Campus principles:
- Tutoring is supplemental; attending tutoring sessions cannot be a mandatory requirement of the course
- Performance in tutoring sessions, including attendance, cannot be considered in assigning the final grade in the course (e.g., not ok for quizzes given in sessions to be worth 10% of final grade
- Tutors do not conduct substantive discussion sections or make grade recommendations of students enrolled in the class
Academic Credit vs Compensation

Issue at recent bargaining

- Providing a student who performs the role/duties of a Tutor with academic credit rather than hiring/paying them as a Tutor

- UC maintained this practice and it needs to be done in a way that is grounded in pedagogical training
  - Academic rigor in pedagogy course (e.g., interaction with faculty supervisor; coursework other than just performing Tutor work)
  - Students should not repeat for credit
Serious Restrictions on Hiring Non-Students as TAs
“Course Assistants” (actual title is Tutor, non-student)

- We must determine that there are no qualified grad students on campus before we can hire a Course Assistant
  - tajobs-group@ucsc.edu - students access directly
  - ASE Positions: [http://graddiv.ucsc.edu/current-students/grad-student-employment/ase-positions-1.html](http://graddiv.ucsc.edu/current-students/grad-student-employment/ase-positions-1.html)
  - gag@ucsc.edu - Grad Advisors Group
  - Posted for “reasonable amount of time” - situation specific

- How did we determine that the grad students who applied were not qualified?
- What are the criteria for the TA assignment?

- As a result of a grievance settlement, the union may request in writing the reason(s) why a specific grad student was disqualified for the position and we hired a Course Assistant instead
  - A “more qualified” Course Assistant is not a reason
TAs & Workload

- No change to contract language; UC maintained “management rights” involving delivery of instruction (e.g., no max section size or TA to student ratio caps)

- UC’s position is that the Workload article contains effective procedures to enforce maximum 220-hour maximum per quarter

- Expect heavily utilization of procedures in Workload article

- Advise you to take a very proactive role in assisting your faculty with their obligations when their TA expresses workload concerns
Assigned Workload: What’s Required?

Starting point is actually the Appointment Notification article, which, in addition to the offer letter, requires that we:

- Assign the TA a workload that can reasonably be accomplished within the 220-hour max per quarter; accurately reflect assignments and expectations in required Description of Duties (DOD) form, and provide to TA 30 days before the start of the quarter

- The DOD form can/should be refined by the faculty supervisor closer to the start of the quarter when supervisor and TA meet to review and discuss the assigned duties at a more detailed level

- Other examples of supplemental documentation: syllabus, faculty’s pedagogical statement about course, ??
Contract requires that if TA “perceives she/he may exceed the daily, weekly, or term maximum number of hours of her/his appointment, she/he shall communicate this fact to the faculty supervisor.” If the TA is going to exceed the maximum hours, the University shall either:

1. Increase the appointment percentage to be consistent with the number of hours she or he will work and/or
2. Modify the work assignment such that the number of hours worked will be consistent with her/his appointment percentage and workload limits.
3. Communicate any changes to the TA in writing (suggest also revised DOD form, if applicable)
Alleged Workload Violations - Special Expedited Grievance and Arbitration Process

- Step 1 is the process just described, and it’s mandatory.
- If not resolved, Step 2 is the filing of a formal written grievance with the Grad Dean.
- If the grievance is not resolved within 3 days, the union may submit the grievance directly to arbitration.
- Arbitration hearing shall be held within 14 days of submission to arbitration; arbitrator shall provide a bench decision (immediate decision, no post-hearing briefs).
Both Students, Mentees, Faculty Colleagues and Represented Employees

- Lecturers as both faculty colleagues and represented employees
  - “Direct dealing” or faculty decision?? – involving lecturers in Core Course design/selection of reading

- TAs as both students/mentees and represented employees
  - Request or contractual demand?? – Faculty must provide a pedagogical statement to TAs for each course
Other Lecturer-Related Issues

- Why Lecturers are not allowed to “volunteer” (typically supervision of independent studies, course development)
  - Workload article in contract lists compensable work
  - No accountability/not part of assignment so no recourse
  - No recognition of the work in personnel review

- Issues with Lecturers without Salary title
  - Title is not part of IX bargaining unit
  - May be open recruitment compliance issue
  - Staff in this title - Not an academic qualifications issue, but an appropriate title issue – need to consider whether they should be in a paid Lecturer title
Academic Supervisor
Do and Don’t List

**Do** know the relevant obligations under the labor contract for your represented employee(s)

**Do** contact Labor Relations if a union representative contacts you or enters the workplace for a union meeting without prior authorization

**Do** contact Labor Relations if you are considering disciplinary action against your represented employee(s)

**Don’t** talk about any union issues with your represented employee(s)

**Don’t** talk about the effects of any union actions with your employee(s)

**Don’t** talk to a union representative about union or labor issues without Labor Relations present

**Contact Labor Relations with any questions: 459-2017 and elrinfo@ucsc.edu**
Resources

- Academic Personnel Office/Academic Employee Relations
- Labor Relations
- Divisional Academic Personnel Coordinators
- Title IX Office
- Disability Resource Center (DRC)
- APO.UCSC.EDU