

Unit 11

Academic Student Employees

Collective Bargaining Agreement between the Board of Trustees of the California State University and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) AFL-CIO and its Local Union 4123

June 24, 2005 – September 30, 2008

Article 1 - Recognition

Classifications in this unit are:

- Teaching Associates: 2353 (12-mo.) and 2354 (AY). All TAs are exempt.
- Graduate Assistants 2355 (AY), 2325 (Monthly) and 2326 (On Campus Work Study). May be exempt or nonexempt.
- Instructional Student Assistants 1150, 1151 (On Campus Work Study). All ISAs are nonexempt.

Teaching Associates

Overview

The Teaching Associate classification provides currently enrolled or admitted CSU graduate students with part-time employment offering practical teaching experience in fields related to their advanced study. **They teach university courses (as instructor of record)** and may also assist faculty or teaching staff with various professional and technical activities. Work assignments are closely associated with their program of study or the academic department in which they are enrolled.

Minimum Qualifications - TAs

- **Knowledge and Abilities**
Knowledge of the subject matter of the discipline to which the individual is assigned. Ability to relate well to others within the academic environment and ability to instruct and evaluate students.
- **Experience**
Evidence of Satisfactory achievement in previous academic work.
- **Education**
 - **Range A:** Equivalent to completion of the requirements for a bachelor's degree and concurrent admission to or enrollment in a graduate degree program related to the discipline in which assigned.
 - **Range B:** Equivalent to or completion of the requirements for a master's or doctorate degree and concurrent admission to or enrollment in a doctoral degree program that is related to the discipline in which assigned. One academic year of full-time doctoral study, with successful completion of all requirements, may be substituted for the master's degree requirement.

Graduate Assistants

- **Overview**

Under immediate supervision, the Graduate Assistant assists a regular faculty member or the teaching staff with various professional and technical duties associated generally with the subjects or programs in which the assistant is doing graduate work. This work should not take precedence over the graduate assistant's timely and successful completion of the graduate degree program.

- **Distinguishing Characteristics:** The Graduate Assistant is distinguished from those classifications used for undergraduate student help in the instructional program who perform clerical or other routine tasks such as grading examinations, recording grades, etc., by the following:
 - **Graduate Assistants are provided part-time employment and practical experience in fields related to their advanced study.**
 - **Graduate Assistants provide professional non-teaching assistance to faculty members.**
- May supervise students in class, workshop, or lab, where final responsibility for the class and its entire instruction, including the performance of the Graduate Assistant, is vested in a member of the faculty.
- May train students in the use of equipment or other resources, assist faculty with research and preparation of course materials, participate in evaluating student work, tutor students, or other related work.
- Graduate Assistants are NOT responsible for course content, selecting student assignments, planning exams, determining the term grade for students, instructing the entire enrollment of a course, or providing the entire instruction of a group of students enrolled in the course.
- GAs cannot assist in a course in which they're enrolled, nor should they be consulted regarding the grading of their peers.

Typical Activities of Nonexempt GAs

- Assisting in student instruction by conducting small discussion groups related to large lecture, television, or web-based courses, etc.
- Supervising laboratory periods, workshops, production courses, or other course activities.
- Assisting by handling equipment or performing demonstrations.
- Maintaining office hours to provide direct individual contact between student and graduate assistant.
- Clarifying course material or course content for students.
- Generally assisting faculty in evaluating student work and examinations.
- Preparing course materials and aids.
- Performing other functions requiring knowledge and background beyond that generally possessed by undergraduate assistants.

Activities of Exempt GAs

- **Research**

Providing assistance to faculty conducting authorized research by:

- Collecting and arranging data**
- Developing source materials**
- Summarizing reports**
- Searching the literature and compiling bibliographies**
- Developing and operating research equipment**
- Preparing and caring for research materials**
- Assisting in the conduct of experiments**

GAs – Minimum Qualifications

- **Knowledge and Abilities**
Knowledge of the subject matter of the discipline in which assigned. Ability to relate well to others within the academic environment.
Ability to supervise, assist, and train students.
Ability to assist faculty in the conduct of special projects/research within the discipline.
- **Experience**
For the initial appointment, evidence of satisfactory achievement in previous academic work. For subsequent appointments, evidence of satisfactory progress toward the degree.

GAs – Minimum Qualifications - *continued*

- **Education**
Equivalent to completion of the requirements for a bachelor's degree and registration in a CSU graduate degree program.

Students enrolled in credential programs are not eligible for GA positions.

Instructional Student Assistants

- **Overview**

Under supervision, ISAs perform teaching, grading, or tutoring duties for the majority of work hours in a given appointment in a given academic department or equivalent administrative unit over the course of an academic term.
Assignments are made by academic department or equivalent administrative unit over the course of an academic term.

Assignments are made by academic department or equivalent administrative unit by a specific supervisor.

ISAs work part-time (0 to 20 hours per week) during academic periods and may work full time during breaks.

ISAs may have concurrent assignments in other non-represented Student Assistant classifications as long as the maximum hours are not exceeded.
- **Distinguishing Features**
 - The ISA classification is distinguished from non-represented Student Assistant classifications by the nature of the work.
 - The majority of an ISA's work is tutoring, grading, and/or teaching work.
 - A non-represented Student Assistant performs other work more in the nature of clerical, technical, custodial, or laborer duties, or other work as assigned.
 - Class code 1151 is for On-Campus Work-Study students, and appointments must comply with requirements of the Federal Work-Study Program.

ISAs – Typical Qualifications

- **Knowledge and Abilities:**
 - Ability to learn and perform assigned work; work cooperatively with faculty, staff, and other students, accept responsibility.
 - Completion of specific coursework may be required in order to teach, grade, or tutor a course.
- **Special Qualifications:**
 - Admission or registration as a CSU student.
 - On-Campus Work-Study ISAs must meet the eligibility requirements of the Federal Work-Study Program, as determined by the campus' financial aid office.

Workload – Article 25

- University Policy

University policy is, and has long been, that student employees are to work no more than 20 hours in a week or, for exempt student employees, half of a full-time timebase.

The rationale behind this rule is that student work should not interfere with the student's ability to complete his/her degree program.

- ISAs and Non-exempt GAs
 - Paid for all hours assigned by their supervisor and actually worked, including time spent in work-related meetings.
 - If an ISA is assigned and scheduled by the supervisor to tutor a student, the ISA gets paid for showing up for the scheduled session if the student fails to show and the ISA was not notified before the scheduled start.
 - In that case, the supervisor may assign other duties to the ISA.
 - The ISA gets paid for the time period of the scheduled tutoring session.
- Paid Breaks
 - Must provide paid breaks to ISAs and non-exempt GAs
 - 15 minutes for every four (4) hours worked.
 - Supervisor determines paid break schedule in accordance with the department's operational needs.
- TAs and Exempt GAs – The General rule

Assign "reasonable workloads, which are the number of hours the University could reasonably expect a TA or exempt GA to take to satisfactorily complete the work assigned."

It continues to be the case that a TA or exempt GA should be required to meet his or her assignment without regard to the specific number of hours worked, similar to faculty and other exempt employees. The salary rate is for the term or assignment, not an hourly rate.

Under one of the guidelines in the contract, a TA or exempt GA with a 50% timebase or less "shall normally be assigned a workload of no more than 40 hours in any one week. The number of hours in excess of twenty (20) hours per week may not normally total more than 73 hours per semester."

- TAs – An Example
 - Under University policy, workload should be no more than 20 hours per week, or a 50% timebase.
 - TA assignments are made in WTUs, in accordance with APM 337, Policy on Faculty Workloads.
 - 50% timebase equates to 7.5 WTUs.
 - In estimating the time you would expect a TA to satisfactorily complete the work, refer to APM 337.
- TA workloads are based on WTUs – Refer to APM 337, Appendix A

- TA has two science labs that meet 3 hours for 1 hour of credit. Under APM 337, the lab has a “K Factor” of 2.0, for a total of 4WTU.
15 WTU = full-time timebase.
4 WTU = .27 timebase, which translates roughly to 10.6 hours per week.

TAs are exempt employees.

Question: Would it be appropriate to require this TA to grade papers for another class, in addition to teaching 4 WTU, without adjusting the workload?

- Answer

No. For an assignment of four WTUs, the university could reasonably expect a TA to satisfactorily complete the work in about 10.6 hours.

The contract requires us to assign a reasonable workload, which is the number of hours the University could reasonably expect a TA to take to satisfactorily complete the work assigned.

If you want to assign additional duties, you need to assign additional timebase so you can meet the contractual test.

- Expedited Process for Workload Grievances

If the grievance isn’t settled at Informal Step 1, the Union may file a grievance at Formal Step 2 (in the Chancellor’s Office).

The expedited process allows the union to submit a workload grievance directly to arbitration.

The arbitration must be held within 21 days of the date the grievance is filed to arbitration.

Appointments, Posting Requirements and Notification – Article 2

Posting Requirements:

- Must post all open hire bargaining unit positions on a central website. “Open hire” positions are those that are available for currently enrolled or admitted students that are not used to fulfill a commitment of support made to a student:
 - (a) at the time of admission; or
 - (b) under an existing advising relationship with a faculty member(s).
- Postings: Required Contents
 - An employment non-discrimination statement
 - General description of duties performed by each of the classifications covered by the statement.
 - “Minimum qualifications” by classification as established in university’s sole discretion.
 - Any exception to the minimum qualifications that may be granted in the university’s sole discretion.
 - Application procedures or hiring unit contact person.
 - Hiring criteria for each classification.
 - Percentage or hours of appointment, if known.
 - Deadlines for application and procedures for notification.

Job Postings:

- Once the hiring criteria have been determined, they cannot be modified to be more restrictive within the same hiring period.

- Job postings must be placed on central university website. Minimum posting period is 10 calendar days. All vacancy announcements for spring appointments should be submitted for posting by December 1, 2005.
- Departments or other hiring units may, when necessary, make emergency appointments. The beginning of the appointment period must begin less than a week after the position is posted.

Conditions of Appointment – Appointments may be made at any time and for any duration, subject to University policy of no more than 20 hours per week or half-time.

- TAs and Graduate Students: Appointments may be made at any timebase.
 - Offers for a single term (i.e., semester) cannot be conditioned on budget and enrollment.
 - If offer is for multiple academic terms, employment for the first term cannot be conditioned on budget and enrollment, but subsequent terms shall be conditioned on budget and enrollment. (But campus may, in its sole discretion, make subsequent terms unconditional.)
- If TA or GA appointment was made without conditions, but is no longer available:
 - (a) place in another appointment at same pay for same term, or
 - (b) pay the compensation as agreed.
- If appointment was made with conditions, the University has the “unfettered right” to rescind the appointment based on budget and enrollment conditions.
- For TAs: Must rescind prior to the third class meeting. Pay only for class hours taught.
- For GAs: Must rescind prior to the second full week of the semester. Pay only for hours actually worked.
- ISAs - Appointments may be made for any range of hours.
 - It is recommended that the range always be from zero (0) to 20 or less.
- General Rules:
 - Employees may be reassigned due to operational needs. CSU determines operational needs, including the quality of its instructional and research activities. Any reassignment must be to another position with the same compensation.
 - All academic student employees must remain academically eligible.
 - Within the first five (5) weeks of the semester, the University may remove an employee who has become academically ineligible.
 - If the employee regains eligibility, the employee may be reinstated -- at the university’s sole discretion -- to an appointment at the same level of employment prior to removal.

- Job Descriptions

The Department must provide each TA, GA, or ISA with a job description, setting forth the specific duties of the appointment.

Must provide advance notice when the duties change.

Changes must be confirmed in writing.

- Job Descriptions are required for any appointments made after December 1, 2005.
- Appointment Notification
- New forms must be used for all spring semester appointments.
- Use APS templates for ISA, GA, and TA appointments.
- “No employee shall be deemed appointed in the absence of an official written notification from the President and the bargaining unit employee’s acceptance within the timelines established by the notification.
- ISAs, TAs, and GAs will be notified by email when their contracts are ready to pick up.
- Under the CBA, they have 14 days from the date of the email to sign their contracts, which are the “official written notification.”
- Consequently, contracts must be submitted to APS for processing on or before December 16, 2005.

Article 3 - Benefits

An Eligible Teaching Associate Employee is one who is appointed half-time or more for more than six (6) months.
Eligible Teaching Associates:

- Will receive health benefits offered through the CalPERS system for the life of this Agreement.
- Are entitled to participate in the CSU Health Premium Conversion Program if they contribute toward health benefits.
- Eligible for the CSU basic Prepaid Dental Plan and the CSU Enhanced Level I Indemnity Dental Plan, fully paid by the CSU.
- Eligible to receive vision care benefits, fully paid by the CSU.
- Eligible to waive health and/or dental insurance in exchange for participation in the Flex Cash Program.

Eligible Teaching Associates are:

- Eligible to participate in the CSU Health Care Reimbursement Account (HCRA) plan.
- Eligible to participate in the CSU Dependent Care Reimbursement Account (DCRA) plan.
- Eligible to participate in the CSU Pre-tax Parking Fee Deduction Plan.
- Eligible for a supplemental life insurance program during the term of employment at no cost.
- Eligible to participate in the CSU 403B plans.

Article 6 - Discipline

- The CSU may discipline an employee for just cause.
- “Discipline” is defined as:
 - A written reprimand or
 - A dismissal/discharge
- The CSU will not suspend employees.
- The CSU will not reassign an employee for disciplinary purposes.
- In the event that dismissal/discharge of an employee is contemplated, the University shall provide the employee with a written notice of intent [to impose discipline]. A copy of the written notice must be sent to the Union.
- An employee may respond within 12 calendar days from the date of issuance.
- The University may place an employee on Investigatory Leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty.
 - Not considered discipline
 - Must immediately provide the employee with written confirmation of the Investigatory Leave.
 - Copy must go to employee’s representative.

Article 8 - Employment Evaluation

- Written assessment of employees’ employment performance by a faculty member or supervisor.
- If one is to take place, the hiring unit must communicate, in writing, the evaluation criteria and the schedule and procedures for written employment evaluations. This notice must be given to employees (or upon request to the Union) within the first fourteen (14) days of the appointment period.
- There shall be no changes in criteria and procedures used to evaluate the employee during the appointment period, unless there is a change in the assignment of the employee.

Article 9 - Fee Waiver

- Defined as the waiver of full State University and campus fees for employees with a 25% time base appointment in a given term, or who work 160 hours per semester.
- There will be no implementation of fee waivers in the fiscal year 2005/2006.

Article 10 - Grievance Procedure

- A grievance is an allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term of this Agreement.
- Grievant refers to:
 - An individual employee who alleges that he/she has been directly wronged by a violation of a specific term of this Agreement; or
 - A group of employees that alleges that it has been directly wronged by a violation of a specific term of this Agreement; or
 - The Union when it alleges that an individual employee, a group of employees, or the Union has been directly wronged by a violation of a specific term of this Agreement.
- A grievance must be filed in writing within 21 calendar days of the date on which the grievant(s) knew or could reasonably have been expected to know of the occurrence upon which the grievance is based.
- The informal and formal grievance procedures outlined in this Article are the sole and exclusive method of resolving disputes regarding allegations by employees and/or the Union that the CSU has violated this Agreement.
- The University shall not retaliate against an individual for membership or non-membership in the Union or for engaging in protected Union activities, or for participation in a grievance or complaint, whether formal or informal, or for the exercise of rights guaranteed by this Agreement.

Article 12 - Holidays

- Teaching Associates and Graduate Assistants in an Academic Year classification shall not be required to work on the days holidays are officially observed or on academic holidays as designated in the campus academic calendar.
- They will receive their normal salary for these periods.
- Teaching Associates are entitled to a Personal Holiday that may be taken on one (1) day during the calendar year.

Article 13 - Instructional Materials, Services and Support

The University shall provide all employees, without charge, access to the workspace, texts, facilities, services and instructional support the President deems required to perform work and work related tasks.

Article 14 - Leaves of Absence

- Bargaining unit employees must work 1250 hours in the 12 months preceding the leave in order to be eligible for Family Care and Medical Leave.
- Bereavement Leave
 - Upon request to the President, employee shall be granted up to two days leave of absence with pay for each death in the immediate family.

- **Military Leave**
 - Shall be granted to eligible employees in accordance with state and federal law.
- **Jury Duty**
 - Employee shall receive his/her salary if the individual serves on jury.
 - An employee who receives notification that he/she is subject to jury duty shall notify the appropriate administrator in writing prior to taking the leave.
 - Verification of actual service for jury duty shall be provided by the employee.
- **Illness or Injury**
 - Unpaid leave of absence due to temporary incapacity due to illness or injury.
 - May require that employee provide a physician's statement or other appropriate verification for such leaves of absence.
- **Catastrophic Leave**
 - May donate or receive these credits from any other CSU employee on the same campus.
- Any leave granted by the University assures the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave, provided the employee returns prior to the employee's end of appointment date.
- **Leave Request Procedure**
 - A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator.

Article 16 - Non-Discrimination

- The CSU prohibits discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, veteran status, physical disability, mental disability and medical condition.
- An employee who alleges a violation of the CSU system wide policy on non-discrimination, anti-harassment or non-retaliation shall use the Grievance Procedure under Article 10 of this Agreement to have his/her allegation investigated.

Personnel Files - Article 17

- Information in either paper or electronic format pertaining exclusively to a BU employee's employment in the bargaining unit, including employment at the campus during previous appointments in the bargaining unit.
- Includes reports, documents, correspondence and other materials in their entirety or redacted portions.
- Must notify the employee of the placement of any material in his/her personnel file within fourteen (14) calendar days.

What the personnel file does *not* include:

- Does not include the BU employee's coursework, pre-employment materials, campus police records and campus medical records. Pre-employment materials include materials that are part of the recruitment and hiring process with the exception of the application form.
- Does not include records involving the processing of a grievance, such as grievance/appeals, grievance responses, and settlement documents.

Records retention:

- Retain personnel file for at least five years after separation.

Salary - Article 18

General Salary Increases

- Effective the October 2005 pay period:
 - A GSI of **3.5%** will be implemented.
- Effective the October 2006 pay period:
 - A GSI of **3.0%** will be implemented.
- Effective the October 2007 pay period:
 - A GSI of **4.0%** will be implemented.

Sick Leave - Article 20

- Following the completion of one qualifying pay period, a Teaching Associate can accrue up to eight (8) hours per month. The rate of accrual is based on the TA's timebase.

$$\text{Sick Leave Accrual} = \text{Timebase} \times 8 \text{ hours per month}$$

- The Teaching Associate is responsible for completing and signing the campus absence form and returning the absence form to the appropriate administrator upon returning to work.
- Employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave.

Training - Article 21

All required training and orientation shall be considered part of the workload for the term, with the exception of pedagogy courses required as a condition of employment for Teaching Associates.

Union Access and Rights - Article 22

- The Union shall conduct Union business involving employees on campus during individual employee's non-work-time on campus.
- **The Union shall be provided 20 minutes to present Union information at campus-wide and college-wide orientations of employees.**
- Notify APS at least 15 days before any campus-wide or college-wide orientation. We're required to give timely notice to the Unions. Failure to give notice will result in postponement of the orientation.
- The University shall notify the Union in writing of all Campus-wide and college-wide orientations along with contact information at least 10 days prior to the commencement of each orientation.

Vacation – Article 24

Only Teaching Associates appointed in twelve (12) month classifications are eligible.

IMPORTANT DATES

- **Now**: Develop job descriptions for spring appointments.
- **Now**: Prepare Vacancy Announcements for spring appointments.
- **Now**: Prepare evaluation criteria and procedures if you don't already have them.
- **December 1, 2005**: Vacancy Announcements to be posted on APS website.
- **December 16, 2005**: Last day to submit contracts for Unit 11 employees to APS for processing.
- **January 4, 2005**: Last day to notify Unit 11 employees of contracts and allow 14 days for them to sign in time for the first day of instruction.
- **January 12, 2005**: Spring semester begins.
- **January 18, 2005**: Instruction begins