

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
UNIVERSITY OF WASHINGTON  
AND  
UAW LOCAL 4121**

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## **PREAMBLE**

This Agreement is made and entered into by and between the University of Washington, hereinafter referred to as the “University” or the “Employer” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4121 hereinafter referred to as the “UAW” or the “Union.” It is the intent and purpose of this collective bargaining agreement (the “Agreement”) to provide a harmonious and cooperative relationship between both parties.

## **ARTICLE 1 - PURPOSE AND INTENT**

Section 1. It is the purpose of this Agreement to provide for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, to recognize the continuing joint responsibility of the parties to provide efficient and uninterrupted services and satisfactory employee conduct to the public, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the Employer.

Section 2. The University will not engage in any activity or enter an agreement or otherwise discuss with any other group or individual for the purpose or effect of undermining the Union as the representative of individuals in the unit. The parties recognize the importance of the shared governance practices developed at the University of Washington. The parties do not intend to restrict, limit, or prohibit the exercise of the functions of the faculty councils, and the Handbook of the University of Washington; nor do the parties intend to restrict, limit, or prohibit the exercise of the functions of the Graduate and Professional Student Senate, the Associated Students of the University of Washington, or any other student organization in matters not covered by this Agreement.

Section 3. If, during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of this Agreement, in any respect, any such changes shall be effective only if reduced to writing and executed by the authorized representatives of the University and the International Union, UAW and its Local Union.

Section 4. The University will not enter into any agreement with employees in the unit for the purpose of undermining the Union in its role as the representative of unit employees. No individual or group of individuals acting independently of the authorized representatives of the University or the International Union and its Local Union may alter, amend, or modify any provisions of this Agreement.

Section 5. Transitioned Maintenance of Benefits.

A. All material benefits to employees attributable to the ASE positions and which are set forth in written University policy existing as of the date of the Agreement shall be continued unless involving a subject covered by the terms of this Agreement.

B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:

1. a consistent and ascertainable course of conduct;
2. engaged in for some reasonable length of time;
3. of which both parties (the University and the Union) are aware;
4. which does not alter the written terms of this Agreement or otherwise restrict the rights of the University under this Agreement;
5. which is in respect to a given set of specific circumstances and conditions; and
6. involves a group of employees in a department or hiring unit.

C. The burden is on the Union to establish a maintained benefit as described above.

## **ARTICLE 2 - RECOGNITION**

In accordance with PERC Case No. 16288-E-02-2699, PERC Decisions 8315-PECB and 8315-B, and RCW 41.56.203, the University of Washington hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union as exclusive bargaining representative for all regular part-time student employees included in the bargaining unit.

## **ARTICLE 3 - DEFINITIONS**

Section 1. The term "ASE" (Academic Student Employee) shall mean employees covered by this Agreement.

Section 2. The term "Salaried ASE" shall mean an ASE who is appointed on a percentage FTE basis. Appointment percentages may vary, but are normally fifty percent (50%) for at least one academic quarter.

Section 3. The term "Hourly ASE" shall mean an ASE who is engaged in projects or assignments for the University on an hourly basis.

Section 4. The term "Academic Year" shall mean the Autumn, Winter, and Spring quarters according to the University calendar.

## **ARTICLE 4 – APPOINTMENT AND REAPPOINTMENT NOTIFICATION AND JOB DESCRIPTION**

Section 1. When sufficient funding is available, offers of 50% FTE appointment and reappointment for positions that are not open hire will be for one academic year (Autumn, Winter, and Spring) or longer. It is recognized that differences in course load

between academic quarters and the need to spread available support among students (e.g., three students get two quarters) are among legitimate reasons for offering less than a full academic year of support. An ASE has the right to be released from any quarter(s) of an appointment provided that the ASE gives at least 30 days notice prior to the beginning of the quarter and the nature of the job duties does not require continuity of service by the ASE.

Section 2. The University shall provide a written letter offering an individual an appointment or reappointment.

- A. Incoming students shall be notified of their appointments no later than April 1<sup>st</sup>, and will have until April 15<sup>th</sup> to respond to the offer.
- B. Continuing students whose appointments begin in Autumn Quarter shall be notified of their appointments no later than June 1<sup>st</sup> and will have two weeks to respond to the offer, except in exceptional situations as outlined in Section 3.
- C. Students whose appointments begin in any other quarter shall be notified at least 30 days prior to the beginning of the work assignment and will have one week to respond to the offer, except in exceptional situations as outlined in Section 3.

Section 3. Exceptional situations, for purposes of this Article, are those situations in which the appointment cannot be filled by the notification deadline, or those situations in which an appointment has been filled but vacated due to an unforeseeable circumstance. The parties recognize that the need for hourly employees may not be consistent with the above schedule. In exceptional situations, students will be notified of their appointments as soon as practicable. These situations shall not result in a reduction in the compensation of a reassigned ASE's accepted appointment, as provided in Article 15 (Layoff) in this Agreement.

Section 4. Applicants who are not initially offered appointment or reappointment, but who are placed on an alternate list, will be provided a written notice of their status as alternate candidates in accordance with the notification deadlines in Section 2.

Section 5. The letter offering appointment will include the following information:

- Appointment title (if known)
- Appointment % FTE (when applicable) or expected hours for hourly employees
- Effective dates and duration of appointment (when applicable)
- Hiring unit
- Hiring unit contact
- A summary of the nature of required duties
- Salary/wages
- Health and other applicable benefits
- Costs of tuition or fees that are required as a condition of employment, if any
- Tuition and fee waiver or exemption information
- Response requirements, if any
- A statement that the position is covered by this collective bargaining agreement

- The current collective bargaining contract website address
- The University shall include in all ASE appointment letters a link to the Union's website.

Section 6. Job Description. At least three weeks prior to the commencement of each quarter, the University shall provide ASEs with documentation that will set forth the specific duties of the appointment for that quarter, including assigned course, lab, or research project (if applicable), the faculty member or supervisor to whom the ASE will report, procedures used for evaluation (if any), course meeting times and location (if applicable), the maximum number of students for which the ASE will be responsible (if applicable), office hours (if applicable), training programs (if applicable), and work location. In the case of an ASE whose job description is not expected to change for at least a year, the documentation may be provided once at the beginning of the appointment, and thereafter when duties change. In exceptional situations, ASEs will be given a job description (or changes to a job description) as soon as practicable, but no later than the first day of the work assignment or reassignment.

#### **ARTICLE 5 – CHILDCARE**

Section 1. ASEs will continue to be eligible to apply for the Childcare Assistance Program, which provides eligible student parents with direct financial assistance to cover basic childcare costs.

Section 2. ASEs shall be eligible for Sick Child Care Services (currently TLC operated through Virginia Mason Medical Center) for mildly sick children. The University shall underwrite the entire daily fee. ASEs shall pay only a one-time registration fee of \$5 for each child.

Section 3. An ASE representative will be appointed annually to the Advisory Committee on Work/Life Issues to further the goal of improving access to affordable on-site childcare for ASEs and to address equity in eligibility for the Childcare Assistance Program.

#### **ARTICLE 6 – DISCIPLINE OR DISMISSAL**

Section 1. ASEs shall only be subject to discipline or dismissal for just cause.

Section 2. It is recognized that ASE appointments cease at the end of a designated period, and the cessation of such an appointment is not subject to the just cause requirement. Discipline or dismissal as used in this Article refers to actions taken involving job related misconduct and does not include any action based on academic performance. No decision made by the University concerning academic discipline or dismissal of a student are subject to this Agreement.

Section 3. In the event disciplinary action will not result in a suspension or dismissal, the ASE shall be provided with a copy of the disciplinary action. The ASE may request a conference with a Union representative and the supervisor to discuss the discipline prior to the disciplinary action being placed in the ASE's file.

Section 4. In the event that suspension or dismissal of an ASE is contemplated, the University shall:

1. Notify the ASE in writing of the contemplated action. The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a conference, and notice of the right to Union representation. Upon request, the ASE shall be entitled to any materials (such as an investigative report) that have been prepared, although confidential information and witness statements may be withheld; and
2. Offer a disciplinary conference to be held with the Department Chair (or designee) or Hiring Unit Director (or designee) at least three (3) days after the written notice.

Section 5. The ASE shall be entitled to Union representation at the conference, at which the Union representative shall be afforded the opportunity to speak on behalf of the employee and shall otherwise be entitled to represent the employee.

Section 6. During the conference, the ASE shall be apprised of the charges and shall have an opportunity to respond to the charges.

Section 7. An ASE who is disciplined or discharged shall be entitled to file a grievance at the second step of the grievance procedure. The ASE shall have fourteen (14) calendar days from the date of the action to file a grievance.

Section 8. The Union shall be promptly notified in writing of any disciplinary action taken against an ASE.

Section 9. The University may place an ASE on paid investigatory leave without prior notice, in order to 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. The Union will be promptly notified of any such investigatory leave.

## **ARTICLE 7 – FEE AND TUITION WAIVERS**

Tuition and fee waivers for ASEs with a 50% FTE appointment will be maintained at their current rates/level.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

Section 1. The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

Section 2. A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has violated a specific provision of this Agreement.

Section 3. The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the grievance procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with the immediate supervisor. If requested, a Union representative may be involved in the discussion. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 4. **Step One**. A grievance must be filed in writing by the Union in the Office of the Department Chair, with a copy to the Director of Labor Relations. For grievances involving Hourly ASEs that are not working in a Department, the grievance shall be filed with their hiring unit director (such as the manager of the tutoring center they work at, etc.). The grievance shall state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of filing is the date the grievance is received at the Office.

The grievance must be filed within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Chair (or designee) or hiring unit director (or designee) shall meet with the grievant and the Union within fourteen (14) calendar days of receiving the grievance. The Chair (or designee) or hiring unit director (or designee) shall issue a written response to the grievance within seven (7) calendar days of the meeting.

Resolutions at the First Step, although final, shall not be precedential.

**Step Two** – If the Union is not satisfied with the Step One response, it may appeal in writing within seven (7) calendar days after receipt of the Step One decision. The Step 2 appeal shall be made to the Dean of the Graduate School, with a copy sent to the Director of Labor Relations. The Union recognizes that the Dean may choose to designate other appropriate University personnel to act as the University's representative for purposes of this Step 2. The Dean (or designee) and the Director of Labor Relations (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step 2 appeal, and issue a written response to the grievance within seven (7) calendar days

of the meeting. The requirement of a meeting may be waived by mutual agreement.

**Step Three** – Arbitration

1. In the event the parties are unable to resolve the grievance in Step 2, the matter may be appealed to an impartial arbitrator for resolution within fourteen (14) calendar days of receiving the Step 2 decision. The submission of the matter to arbitration shall be provided to the Director of Labor Relations, and shall state the issue to be arbitrated, and the remedy that is sought.
2. Selection of an arbitrator.
  - a. The parties agree to mutually select a panel of five (5) arbitrators who will preside over complaints appealed to arbitration.
  - b. In the event the parties are unable to mutually select a panel, the parties shall request a panel of Academy qualified arbitrators from Washington or Oregon from the American Arbitration Association.
  - c. Either party may request that a panel member be removed provided a 30-day notice is given to the other party.
  - d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.
3. Arbitration hearings shall be scheduled within 60 days of the appeal to arbitration whenever possible.
4. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within 30 days of the close of the hearing.
5. The decision of the arbitrator shall be binding on all parties.
6. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.
7. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute his/her judgment for any academic judgment made by the University.
8. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.
9. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

Section 5. **Time Limits.** Failure to file or appeal a grievance within the specified time periods shall constitute a waiver of the grievance, and the matter shall be deemed resolved. By mutual written agreement, the parties may extend any and all time limits.

Section 6. The failure by the Employer to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next level. Notwithstanding this process, the Employer fully accepts its good faith obligation to process grievances, confer with grievant(s) and UAW representatives, and issue written decisions in accordance with the procedure described above.

## **ARTICLE 9 – HEALTH AND SAFETY**

Section 1. In compliance with campus health and safety policies and procedures, the University shall make reasonable efforts to maintain in safe working condition the workplace and equipment required to carry out assigned duties.

Section 2. The University shall provide first aid kits, information, and training for all ASEs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

Section 3. ASEs shall not be required to work in conditions that pose an imminent threat to health and safety. All work by an ASE shall be performed in conformity with applicable safety standards. Should an ASE become aware of a condition he/she believes is unhealthy or dangerous, he/she shall immediately report the condition to a supervisor and/or the Environmental Health and Safety Department.

Section 4. The University shall supply and maintain all equipment, tools, and materials needed to carry out job duties safely.

Section 5. The University shall make reasonable effort to provide and maintain safe buildings and facilities. The University shall assess the hazards to which ASEs are exposed and provide appropriate personal protective equipment, including protective safety glasses where necessary.

Section 6. The University shall make available training to all ASEs in first aid, CPR, use of fire extinguishers, and disaster preparedness.

Section 7. The University will provide as much advance notice as possible to ASEs likely to be affected by an asbestos removal project.

Section 8. The University shall provide the Union with a position on the University-wide health and safety committee. The Union-Management Committee shall also be empowered to discuss health and safety issues.

Section 9. For ASEs with a disability, the University will provide job related furniture and equipment that would constitute a reasonable accommodation for the disability.

## **ARTICLE 10 – HOLIDAYS**

Section 1. ASEs shall not be required to work on the following holidays which occur during the term of their appointment, except as provided in Section 4 of this Article.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Any other UW established holidays

These holidays will be observed on the date designated by the University for the University community.

Section 2. ASEs employed 50% FTE for three or more quarters during the 12-month period starting September 16<sup>th</sup> shall be entitled to one personal holiday during that 12-month period. Personal holidays must be requested in advance and require that the ASE find an acceptable substitute for scheduled work activities, if any.

Section 3. The University recognizes that there are religious holidays that are not currently UW holidays. The University shall make every good faith effort to accommodate an ASE who wishes to observe other recognized religious holidays.

Section 4. Any ASE required by the University to work on a University holiday may arrange with the appropriate supervisor for a mutually agreeable alternative within the same quarter.

## **ARTICLE 11 – INTELLECTUAL PROPERTY AND SCHOLARLY MISCONDUCT**

Section 1. Volume 4, Part 5, Chapter 7 of the University Handbook ("Patent, Invention and Copyright Policy") shall be incorporated into this Agreement in its entirety.

Section 2. Volume 4, Part 9, Chapter 1 of the University Handbook ("Scientific and Research Misconduct") shall be incorporated into this Agreement in its entirety.

Section 3. The Union and the University shall work together to develop a plain language summary of these policies to be distributed to ASEs at every applicable orientation.

Section 4. ASEs may, at their option, request the Union to advise and assist them in the processes outlined in these policies.

Section 5. The University retains the right to amend, change or alter these policies in the Handbook at any time. The University will discuss any substantive changes with the Union.

Section 6. The parties agree that the only time the Grievance Procedure of this Agreement will apply to these policies is in the event of dismissal or discipline of an ASE as a result of these policies.

## **ARTICLE 12 – INSURANCE PROGRAMS**

Section 1. The current Graduate Appointee Insurance Plan (GAIP) shall be amended as follows, effective October 1, 2007.

- A. Health, dental and vision coverage for eligible dependents shall be provided at the following costs to the ASE:
  - 1. Forty percent (40%) for the 2007/2008 plan year.
  - 2. Thirty-five percent (35%) for the 2008/2009 plan year.
  - 3. Thirty-five percent (35%) for the 2009/2010 plan year.
- B. Lab charges incurred at or referred from the Hall Health Center will be covered in full.
- C. Plan will mirror the coverage and benefits level of the preventative care/immunization schedule provided by the 2007 Washington State Uniform Medical Plan.
- D. The number of available outpatient mental health visits shall be increased to 25 per plan year.
- E. All coverages will be continued at the University's expense during any approved leave as enumerated in Article 16, Leaves of Absence, Section 4.

Section 2. Joint Health Care Committee. A Joint Employer-UAW Health Care Committee shall be established to discuss quality, administrative, and service matters pertaining to GAIP. The Joint Health Care Committee (JHCC) will be comprised of appropriate representatives of both the UAW and the University with other specialists to be invited as required to conduct JHCC business. The JHCC will meet at least once per year and can meet as necessary by mutual agreement of the parties.

## **ARTICLE 13 - JOB POSTING**

Section 1. The University shall create and maintain a central website and shall post information on it regarding open hire ASE positions. Open hire positions are those positions not used to fulfill a commitment of support made to a student, either (a) at the time of admission or (b) under an existing advising relationship with a faculty member(s). The University shall notify the Union of the address of the website within 30 days of ratification of this Agreement.

Section 2. Open hire positions may be announced to all eligible applicants within a Department or Hiring Unit without being posted to the University's central website. The application deadline for Departmental or Hiring Unit postings shall be one week, except in emergency situations. If the position is not filled after two weeks, it shall be posted to the University's central website.

Section 3. Application deadlines for positions posted to the central website shall be two weeks after jobs are posted, except in emergency situations. Notification shall take place for appointments not more than two weeks after applications are due.

Section 4. All postings or re-postings shall contain the following information:

- A. An employment non-discrimination statement.
- B. Classification and job descriptions.
- C. Procedures regarding the application and re-application process including the name and location of the office where inquiries and applications may be made.
- D. Hiring criteria.
- E. Job requirements and qualifications.
- F. Deadlines for application, acceptance and notification.

Section 5. The determination of job requirements and qualifications shall be made by the University. Once the University has determined the hiring criteria, they shall not be modified to be more restrictive within the same hiring period.

Section 6. Re-posted positions shall remain posted at a central campus website for no less than one week. The application deadline shall be no less than one week from the time of re-posting.

Section 7. For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than a week after the position is posted.

## **ARTICLE 14 – JOB TITLES AND CLASSIFICATIONS**

Section 1. Effective Autumn Quarter 2004, ASEs will be placed into titles and pay classifications based on the nature of job duties and qualifications as follows:

Title/Pay Classification	Occupation Code	Salary	Job Duties	Standard Qualifications
Reader/Grader	0886	Hourly Range	Non-teaching/research academic assistance	Undergraduate or Graduate Student
Tutor	0887	Hourly Range	Tutoring	Undergraduate or Graduate Student
UG Teaching Assistant	0868	Hourly Range	Assist in teaching	Undergraduate Student
UG Research Assistant	0869	Hourly Range	Assist in research	Undergraduate Student
Stipend Graduate Trainee C	0859	Stipend per Grant	Research	Graduate
Teaching Assistant	0817	Base	Teaching	Premaster
Predoctoral Teaching Associate I	0816	Base + 7.5%	Teaching	Postmaster or equivalent
Predoctoral Teaching Associate II	0815	PDTA I + 7.5%	Teaching	Candidate
Predoctoral Instructor	0804	PDTA II Minimum	Teaching own class	Candidate
Predoctoral Lecturer	0805	PDTA II Minimum	Teaching own class	Pre-candidate and previous appointment as Assistant Professor or Equivalent
Research Assistant	0847	Base	Research	Premaster
Predoctoral Research	0846	Base + 7.5%	Research	Postmaster or equivalent

Associate I				
Predoctoral Research Associate II	0845	PDRA I + 7.5%	Research	Candidate
Predoctoral Researcher	0844	PDRA II Minimum	Research	Individually determined
Staff Assistant	0857	Base	Non-teaching/research academic assistance	Premaster
Predoctoral Staff Associate I	0856	Base + 7.5%	Non-teaching/research academic assistance	Postmaster or equivalent
Predoctoral Staff Associate II	0855	PDRA I + 7.5%	Non-teaching/research academic assistance	Candidate
<b>Summer Only</b> Graduate Research Student Assistant	0854	Hourly Rate based on equivalent %FTE Rate*	Research	Graduate

\*The GRSA Rate shall be calculated by multiplying the monthly salary for a %FTE Research Assistant by three and then dividing the product by 220.

Section 2. ASEs shall be appointed to the highest title and pay classifications for which they are eligible based on job duties, degree standing and experience, as described in Section 1. ASEs may be appointed to a higher title and pay classification at the discretion of the Department or Hiring Unit. In making promotional decisions, Departments and Hiring Units are encouraged to take an ASE's job experience and performance into account as well as degree standing.

Section 3. ASEs who meet the standard qualifications described above and who are assigned to teach their own courses shall be classified for that quarter in either the Pre-doctoral Instructor or Pre-doctoral Lecturer title and pay classification.

Section 4. As soon as practicable, the University and the Union will review and reconcile ASEs who are, among other things:

- A. currently in the Student Assistant title but who should be re-classified into the bargaining unit job titles Reader/Grader, Tutor, Undergraduate Teaching Assistant, Undergraduate Research Assistant;
- B. currently in the Stipend Grad Trainee A title but who should be re-classified into the bargaining unit job title Stipend Grad Trainee C; or
- C. classified as Fellows who should be in the bargaining unit but who should be re-classified into the appropriate Research or Teaching title.

Section 5. Variable rates are those established at or above PDTAII/PDRAII/PDSAII levels. Nothing in this Agreement is intended to limit the University's right to add new variable rates in all pay classifications or to change existing variable rates.

Section 6. No modifications or deletions shall be made to the bargaining unit pay classifications and job titles in Section 1 unless they are agreed to by both parties.

Section 7. The parties recognize that certain funding agencies do not allow tuition to be charged to the agency grant or contract. In such cases, the University may compensate the ASE at a pay rate equal to the appropriate salary level plus the operating fee portion of tuition. The ASE will be responsible for payment of tuition to the University.

#### **ARTICLE 15 – LAYOFF**

Section 1. If an individual accepts appointment to an ASE position for one or more quarters in an academic year and the position offered is eliminated or reduced for some reason other than an emergency layoff, the University shall notify the affected individual and the Union one month in advance or as soon as practicable. Furthermore, the University will ensure that the individual:

- A. Is given an appointment in a bargaining unit classification and will be paid equivalent compensation to that of the original appointed position, or
- B. Receives equivalent compensation in lieu of the position for the term of the appointment. For Hourly ASEs with an appointment period, equivalent compensation shall be for the number of hours in the appointment that were not completed. If the number of uncompleted hours for an Hourly ASE cannot be determined from the letter offering appointment or other correspondence, the ASE and the Department or Hiring Unit shall mutually agree upon the number of uncompleted hours based on the typical workload of appointees doing the same kind of work assignment.

For purposes of this Article, the term appointment refers to the commitment made to the ASE in the appointment letter.

Section 2. An emergency layoff is the suspension of an appointment to which an ASE is assigned or is working due to acts of nature or financial emergency as defined in the University Handbook.

Section 3. An ASE that has been released from one or more quarters of the appointment (consistent with Section 1 of Article 4) does not forfeit the provisions of this Article for any remaining quarters.

## **ARTICLE 16 – LEAVES OF ABSENCE**

Section 1. Medical Leave/Family Leave/Childbirth/Adoption. The University will grant an ASE's reasonable request for leave of absence for appropriate duration due to:

- A. personal illness and/or disability;
- B. care of a family member as defined below in Section 2, childbirth, or adoption;
- C. bereavement due to the death of a family member as defined in Section 2.

Appropriate documentation may be required for leaves under Section 1 (A) and (B).

Section 2. Definition of Family Member. Individuals considered to be members of the family are 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).

Section 3. Paid Leave. Such leaves shall be paid leaves for Salaried ASEs, and shall be unpaid for Hourly ASEs. The period of paid leave under Section 1 (A) and (B) shall generally be no more than seven (four hour) days per year for an ASE whose appointment is 50% FTE for the academic year or longer. For ASEs who are employed for fewer than three quarters or are employed for less than 50% FTE, the amount of paid leave as covered in Section 1 (A) and (B) will be prorated. The period of leave for bereavement (Section 1 (C)) shall be 3 days per occurrence.

Section 4 . Unpaid Leave. Unpaid leave may be granted for periods beyond the terms of leaves in Section 3, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons as defined in Section 1 and at the sole discretion of the Department or Hiring Unit. An ASE whose appointment is 50% FTE for the academic year or longer shall be eligible to use up to twelve (12) weeks of unpaid leave, during which the University shall provide health insurance coverage, for circumstances identified in Section 1 (A) and (B). For ASEs who are employed for fewer than three quarters, the amount of unpaid leave as covered under Section 1 (A) and (B) will be prorated. ASEs shall not be required to register for any tuition credits during their leave period. During the leave period the ASE will continue to be responsible for his/her portion of the dependent coverage premium.

Section 5. Child Care Emergency. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal. ASEs shall be authorized to use one (1) paid leave of absence day (as specified in Section 3 above) per year for child care emergencies.

Section 6. Coverage During Leave. In order to ensure proper coverage, it is the responsibility of the ASE to contact the appropriate faculty member or other supervisor in advance of the leave, unless not possible. If applicable, such notification will include appropriate medical documentation and projected return date. While it is the University's responsibility to make alternative arrangements to cover the assignment, the ASE will assist as reasonably possible.

Section 7. Military Leave. An ASE shall have those rights provided by law for military leave.

Section 8. Jury Duty. An ASE shall not have any reduction of stipend or pay due to jury duty service, or if subpoenaed to serve as a witness in a legal proceeding in which the ASE is not a party to the dispute. To the extent permitted by law, an ASE shall request a postponement of jury service if requested to do so by his/her department or program. An ASE shall advise his/her supervisor of his/her receipt of notice for jury service as soon as reasonably possible.

Section 9. Other Leaves. The determination of whether to approve other requests for an unpaid leave shall be made by the University.

Section 10. Appropriate usage of any of the above leaves shall have no impact on decisions concerning re-appointment or transfer of an ASE.

## **ARTICLE 17 – MANAGEMENT RIGHTS**

Section 1. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the management rights of the University include, but are not limited to, the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources and priorities; to establish and implement Affirmative Action plan and goals; to establish, revise and administer procedures, reasonable 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 evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of ASEs are evaluated; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to discipline or dismiss for just cause; 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; and to introduce new methods of instruction.

Section 2. The University has the sole and exclusive authority to make all decisions involving academic matters, including, but not limited to, who is taught, what is taught, how it is taught and who does the teaching. All matters including academic judgment shall be made at the sole discretion of the University.

Section 3. The determination of whether duties will be assigned to ASEs or other individuals, or reassigned from ASEs to other individuals, will be made by the University.

### **ARTICLE 18 - NO STRIKES, NO LOCKOUTS**

Section 1. The Employer and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of the Agreement, the Employer shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the Union in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit.

Section 2. The Union shall act immediately to prevent and bring about an end to activity in violation of this Article. Actions shall include, but not be limited to, advising employees through direct contact, written and/or electronic notice, that engaging in prohibited activity may lead to disciplinary action, and stating that individuals so engaged must cease such activity and return to work. Copies of such notice shall be provided to the University.

Section 3. Should employees engage in any unauthorized concerted action, then once the employees have returned to work and continue working, a Joint Union/Management Committee shall immediately meet in a good faith effort to resolve the dispute.

Section 4. Any action of the Employer in closing the University during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.

Section 5. 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 19 - NON-DISCRIMINATION AND HARASSMENT**

Section 1. Non-Discrimination. Neither the Employer nor the Union shall discriminate against any employee by reason of the following status: age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, color, creed, national origin, religion, disability, disabled or Vietnam era veteran status, political affiliation, marital status, sexual orientation, pregnancy status, HIV status, or membership or non-membership in a union.

Section 2. Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment, currently defined in the University of Washington Handbook (Volume 4, Part 1, Chapter 2) as (1) unwelcome sexual advances or requests for sexual favors by a person who has authority over the recipient when (a) submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status, or ability to use University facilities and services, or (b) submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status, or use of University facilities; or (2) unwelcome and unsolicited language or conduct by a member of the University community that is of a sexual nature or is based on the recipient's sex and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive University environment.

Section 3. The University shall provide ASEs with information about its non-discrimination and harassment policies.

Section 4. Complaints. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office and/or as a grievance in accordance with Article 8 of this Agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office.

Section 5. The Union and the University are committed to a diverse ASE workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of, ASEs who belong to underrepresented groups as defined in the University Handbook. The parties will also discuss and develop ways of improving the climate of ASE workplaces, particularly in cases when ASEs perceive disparate treatment (for example, as a result of native language/dialect or parental status).

## **ARTICLE 20 – PARKING AND TRANSIT**

ASEs shall have the option to participate in the on-campus parking program. ASEs shall have the same parking related services that are available to, and on the same

basis as, full-time staff of the University. These parking related services include but are not limited to individual commuter tickets and quarterly parking permits.

## **ARTICLE 21 – PERSONNEL FILES**

Section 1. ASEs and the Union shall be notified of the identity of the custodian of their personnel files. A notice specifying the location of the official personnel file(s) shall be posted in each Department or comparable unit. The personnel file should exclude all academic records and academic applications submitted to the University.

Section 2. ASEs shall have the right to examine all materials contained in their personnel file and, upon request, shall be provided a copy of any materials in that file. The personnel file shall be made available for review within three (3) working days of the request.

Section 3. ASEs shall have the right to request removal or correction of inaccurate materials from their personnel files, attach a concise statement in response to any item in the files, and/or seek removal of inappropriate material from the files.

Section 4. No reference to grievances shall be placed in an individual's personnel file.

Section 5. All materials in the personnel file of an ASE, including supervisory job performance evaluations, shall be confidential except as required to be publicly available under State and/or Federal law. The University will limit access to student evaluations to those undergraduate, graduate, and professional students, and faculty, with UW Net ID.

Section 6. The Union shall be provided access to bargaining unit member personnel files with the written consent of the individual ASE. A copy shall be provided upon request.

Section 7. Rights established in this Article are conferred on the ASE while in the bargaining unit, regardless of current employment status as an ASE.

## **ARTICLE 22 – 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 negotiate in good faith with respect to any provision found to be in contravention of the law.

## **ARTICLE 23 – SUBCONTRACTING**

Section 1. If the University plans to subcontract unit work, the University shall provide reasonable advance notice to the Union. Any subcontracting must be done in good faith.

Section 2. The University shall, upon request, meet and confer with the Union over the effects of subcontracting on the unit.

#### **ARTICLE 24 – SUMMER NON-REGISTERED GRADUATE RESEARCH STUDENT ASSISTANTS**

Section 1. In the limited number of Departments or Hiring units where it had been past practice before the 2004 UAW Local 4121—University of Washington contract to pay non-registered graduate ASEs to perform hourly research work during Summer Quarter (June 16<sup>th</sup> through September 15<sup>th</sup>), Departments or Hiring Units will appoint such ASEs according to the following terms.

- (A) Departments will place ASEs who have not registered for Summer Quarter, but who are performing research work, into a Graduate Research Student Assistant (GRSA) job classification (0854). Departments shall not use this job classification at any time other than Summer Quarter (June 16<sup>th</sup> through September 15<sup>th</sup>);
- (B) The minimum hourly rates of payment made to non-registered ASEs performing research work during the Summer Quarter shall be based on a 220 hour quarterly workload;
- (C) In cases where an individual ASE's only way to have paid health insurance coverage during Summer Quarter is by registering and working in a Graduate Student Service Appointee (GSSA) title at .50 FTE, the department shall notify the ASE in advance of their option to do so. In the event the ASE wishes to be covered by health insurance, the University and the Union will work together to make sure the ASE is covered.

#### **ARTICLE 25 – TRAINING**

Section 1. The University shall provide training necessary to fulfill ASE duties.

Section 2. All training shall be considered as part of the required workload.

Section 3. The content and delivery of training is reserved to and determined by the University.

Section 4. The Union-Management Committee shall make recommendations to the University to address overlapping or insufficient training concerns brought to its attention by ASEs.

## **ARTICLE 26 – TRAVEL**

Section 1. The University shall reimburse ASEs for travel and per diem expenses required for employment. Prior approval of the ASE's Department Chair (or designee) must be attained. Unpaid travel shall not be required.

Section 2. Reimbursement rates and methods shall be those provided to other University employees.

## **ARTICLE 27 - UNION-MANAGEMENT COMMITTEE**

A joint Union-Management Committee shall be formed to address issues that are not the subject of an active grievance. This Committee will consist of five individuals designated by the UAW and five individuals designated by the University. Meetings will be held once an academic quarter (Autumn, Winter, Spring) at mutually agreed upon times and on an ad hoc basis as needed. A meeting shall be held during Summer 2004. Subsequent Summer quarter meetings shall be arranged upon mutual agreement. Agendas shall be mutually agreed upon at least five (5) business days prior to the meeting.

## **ARTICLE 28 - UNION RIGHTS**

Section 1. The University will furnish to the Union a monthly new hire report listing new hires and transfers in the bargaining unit. The report will contain each ASE's name, unique ID number, home department, start date, FTE percent time, job classification, and mail stop. Upon request, within two weeks, the University will provide a quarterly report listing the ASE's name, unique ID number, home department, job code, job classification, status/action, mail stop, home address, and hire date. The University shall provide these lists in an electronic file when practicable. These lists shall be provided at no cost to the Union.

Section 2. The Union will have the same access to the University mail system as all other unions representing University employees.

Section 3. Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

Section 4. In accordance with University/Department policy on access, representatives of the UAW shall be permitted access to employees' work spaces for the performance of official union business, provided the University policy shall be non-discriminatory and shall be enforced in a non-discriminatory manner. Union representatives will not engage in any disruption of University operations, interfere with the assignment and direction of employees, or in any way impede the discharge of any employee's duties and responsibilities.

Section 5. The Union shall be provided 30 minutes for Union orientation at any University, Hiring Unit, or Department wide orientation for new ASEs, to distribute materials, including Union membership application and dues deduction authorization. Such meetings shall not count toward the 220 hours expectation. The University and the Union shall meet semi-annually to discuss the efficacy of this provision.

Section 6. The University agrees to furnish conference and/or meeting rooms for Union meetings upon prior request by the Union in accordance with University policy and cost.

Section 7. The Union may designate a number of stewards appropriate to the size of the unit who shall be members of the bargaining unit. A steward who is processing a grievance in accordance with the grievance procedure of this Agreement shall be permitted reasonable paid release time to meet with University representatives and process the grievance. Time off for processing a grievance shall be granted to a steward by a supervisor following a request, but in consideration of job responsibilities. If permission for time off can not be granted, the University shall arrange for time for release time off at the earliest possible time thereafter. The University will work in good faith to find ways to allow ASEs designated as stewards the time necessary to perform their responsibilities, which may include a reduced work assignment for the ASE. The Union will work in good faith with the University in the designation of stewards so as to avoid appointing a steward in situations that would create a hardship to the University.

Section 8. The Union will submit to the Office of Labor Relations the name of each steward and the assigned jurisdiction of the steward. In the event of a re-designation of stewards, notice shall be provided to the University at least two days prior to the date such steward is recognized. Stewards will only process grievances within their steward jurisdiction, unless otherwise mutually agreed.

Section 9. The University shall provide paid release time for up to five (5) ASEs designated by the Union for the purpose of bargaining a replacement agreement.

Section 10. The University will provide a bulletin board space for the Union in those Departments where ASEs work.

Section 11. The University shall furnish an electronic copy to the Union of the Annual Graduate Student Financial Support Summary Report (ethnic breakdown).

Section 12. New ASE Rights.

- A. The University shall provide each new ASE, at the same time as providing forms required for new employment (e.g. W4 and I9), introductory materials from the Union, including a Union Membership Election Form and Voluntary Community Action Program (VCAP) form.
- B. In exceptional situations where the ASE has completed other required employment forms before s/he is hired into the bargaining unit, the University

shall provide introductory materials from the Union, including a Union Membership Election Form and Voluntary Community Action Program (VCAP) form, at the time s/he is hired into the bargaining unit.

- C. The University will make every reasonable effort to have completed Membership Election Forms and VCAP forms returned to the Union within ten (10) calendar days of receipt and to notify the Union within ten (10) calendar days of all new ASEs hired to include name, home department/hiring unit, job code, home address, mail stop, Employee Identification Number, and appointment start date. The University shall meet with the Union to develop the method of notification.

## **ARTICLE 29 - UNION SECURITY**

Section 1. Union Membership and Service Fees. As a condition of employment, employees who are covered under this Agreement shall, beginning within thirty (30) days of employment or beginning within thirty (30) days of the effective date of this Agreement (whichever is later), either (a) execute a Union membership and payroll deduction form in order to have the appropriate fee deducted from their payroll checks; or (b) if the ASE chooses not to be a member, the ASE shall, in satisfaction of this requirement, execute a payroll deduction form to pay a service fee to the Union; or, (c) in the case of those who are Union members and do not have a payroll deduction authorization in effect, timely pay their Union dues and initiation fees directly to the Union each month, or, in the case of those who are not Union members and do not have a payroll deduction authorization in effect, timely pay their service fee directly to the Union each month, with payments due in either case by the last day of such month. The UAW will provide the University with the formula for calculating the dues, initiation fees, and service fees. The amount of the service fee shall be as determined by the Union, but shall be no more than the dues charged for Union membership. The parties will comply with the requirements of state law (RCW 41.56.122) for any employee with a bona fide religious objection to paying dues or fees to the Union.

Section 2. Upon ratification of this Agreement, the University and the Union shall jointly notify all ASEs of the obligation to either join the Union or pay a service fee. The notice shall include an application for Union membership card and a dues authorization card. The notice shall be provided to all ASEs both electronically and in hard copy.

Section 3. Upon receipt of an ASE's written authorization, the University shall deduct Union dues or service fees from each paycheck, and remit the same together with a list of names of the ASEs from whom deductions were made. The list shall contain the employee's name, unique ID number, home department, amount of dues/fees deducted and gross wages. The University shall make a good faith effort to transmit this data in electronic format.

Section 4. Payroll deduction forms will be processed in the pay period received. Payroll deduction forms received by the 15<sup>th</sup> day of the month will be processed for the payday on the 25<sup>th</sup> of that month. Payroll deduction forms received after the 15<sup>th</sup> day of the month and by the last day of the month will be processed for the payday on the 10<sup>th</sup>

of the following month. The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status.

Section 5. The University shall electronically transmit to the Union on the first bank working day after each payday all dues and service fees deducted for that pay period.

Section 6. The Union 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/service fees, arising out of the provisions of this Article. Further, the Union 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 or other actions taken under this Article. This indemnification includes the cost of representation.

Section 7. Failure by an employee to pay the required dues or fees provided above shall constitute cause for termination of the ASE's employment. Prior to the time the Union notifies the University in writing that the employment of an ASE should be terminated for failure to comply with this Article, the Union will provide the ASE thirty (30) days written notice of non-compliance.

### **ARTICLE 30 - 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 UW 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 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 either be deducted from the ASE's first paycheck of the month, or will be divided equally between the two monthly paychecks, as determined by the University.
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 Payroll 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 VCAP on a monthly basis. The remittance listing for this deduction will be added to the Union deduction information already provided to the Union.
7. The Union and each ASE authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the University harmless from all claims, demands, suits or other forms of liability that may arise against the University on account of any deduction made from the wages of such ASE.

### **ARTICLE 31 – VACATION**

Section 1. ASEs with a 50% or greater FTE appointment for twelve months will have a minimum of four weeks (20 business days) of vacation time off during those twelve months. There will be no reduction in pay or benefits for this time off. ASEs with a 50% appointment for less than twelve months or who are appointed for less than 50% FTE shall have vacation time off prorated on this basis. Hourly ASEs shall not receive vacation time off.

Section 2. Vacation time off shall be taken during academic quarter breaks or as otherwise mutually agreed to by the ASE and a supervisor.

### **ARTICLE 32 - WAGES**

Section 1. Effective July 1, 2007, all non-variable ASE pay rates shall be increased over the 2006-07 rate by 3.2%, or by the percentage increase available for all faculty for merit based and across the board salary increases (excluding money for faculty recruitment, retention, compression, or unit adjustments), whichever is greater. Effective July 1, 2007, all variable ASE pay rates shall be increased by 3.2%, or the departmental increase, whichever is greater.

Section 2. Effective July 1, 2008, all non-variable ASE pay rates shall be increased over the 2007-08 rate by 2.5%, or by the percentage increase available for all faculty for merit based and across the board salary increases (excluding money for faculty recruitment, retention, compression, or unit adjustments), whichever is greater. Effective July 1, 2008, all variable ASE pay rates shall be increased by 2.5 %, or the departmental increase, whichever is greater.

Section 3. Effective July 1, 2009, all non-variable ASE pay rates shall be increased over the 2008-09 rate by 2.5%, or by the percentage increase available for all faculty for

merit based and across the board salary increases (excluding money for faculty recruitment, retention, compression, or unit adjustments), whichever is greater. Effective July 1, 2009, all variable ASE pay rates shall be increased by 2.5%, or the departmental increase, whichever is greater.

Section 4. ASEs shall be eligible to receive automatic pay increases in accordance with Article 14 (Job Titles and Classifications). Any such increases shall be in addition to the wage increases described above.

Section 5. The University will continue its existing practice with regard to Summer Quarter stipends, except that TA stipends during the summer will be 20% higher than during other quarters of the Academic Year.

Section 6. Effective July 1, 2007, all Readers, Graders, Tutors, Undergraduate Research Assistants, and Undergraduate Teaching Assistants shall be paid at a minimum rate of \$9.75 per hour or shall have their current pay rate increased by 3.2%, whichever is greater.

Section 7. ASEs shall continue to have access to the University of Washington's Section 403b Voluntary Investment Program.

### **ARTICLE 33 – WORKLOAD**

Section 1. At the time of appointment, the University will inform the ASE of the percentage FTE of their appointment or, for hourly employees, the hours expectation of their appointment.

Section 2. ASEs with a 50% FTE appointment will not be required to work for more than 220 hours per quarter. ASEs with a 50% FTE appointment shall not be required to work more than an average of 20 hours a week, and shall not exceed 30 hours in a given week except by the ASE's consent. Alternate percentage appointments will be directly proportional to the 50% FTE appointment in relationship to workload per week and per quarter. The 220 hour workload expectation will not be reduced by holidays (including personal holidays) or vacation time. For unusual work assignments, such as those associated with research conducted in remote locations or those where the nature of the job duties requires the use of specialized instrumentation at specific intervals of time, an ASE may expect greater variations within a given week's work schedule provided the ASE has been notified in her/his appointment letter of the unusual nature of her/his job duties.

Section 3. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assignment so as to maintain excellence in teaching, research, and service. An ASE should initiate discussions with her/his supervisor as soon as s/he anticipates any workload related issues that would result in working more than 220 hours in a quarter. Before workload

hours are exceeded, the Department will offer the ASE additional paid hours for the excess workload or relieve the ASE of the excess workload.

Section 4. Any work assignment, prep work, training, job-specific orientation, required meetings, required conferences, and tutee no-shows (including duties that occur outside of the academic term) shall be included in the total workload for the quarter. Workload does not include courses in general pedagogy or remedial courses required to meet minimum eligibility requirements (e.g. ESL 102) in which ASEs are required to be enrolled for credit. Hourly ASEs who participate in any training and job-specific orientation that is required as a condition of their employment shall be paid at their normal hourly rate.

Section 5. Required meetings will be held during the normal work hours at an on-campus or off-campus site in proximity to where the ASE usually works, or at a location agreed to in advance by the ASE.

Section 6. In the case of change of ASE job assignment, any work completed in the original assignment will count toward the hour limit for the quarter.

Section 7. Both parties understand that the published University calendar governs the work of all bargaining unit members, and in some academic quarters examination schedules may conclude several days beyond the last pay period of the three month appointment. ASEs appointed in these quarters recognize that their obligation extends to grading exams and/or papers submitted at those times, and other similar duties as assigned.

Section 8. Workload assigned to an ASE under this article is separate from the academic expectations associated with thesis and dissertation research that is expected pursuant to 600-, 700-, and 800-level course work. This Agreement should not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward his/her degree.

Section 9. Hourly ASEs will not be required to work more hours than specified in the appointment letter, or to work any hours for which they are not paid.

#### **ARTICLE 34 – WORKSPACE AND MATERIALS**

Section 1. The University shall provide reasonable access to facilities, services, texts and instructional support required for the position. Examples of access that may be required include, but are not limited to:

- A. Office and desk space and telephone;
- B. A computer with internet access;
- C. Storage and laboratory space;
- D. Mailbox;
- E. Office supplies;

- F. Texts and/or reading material; and
- G. Printing facilities.

Section 2. If provided prior written approval of the department chair or designee, an ASE shall be reimbursed for required job related materials and services that are not provided to the ASE by the department. If no written approval is granted, ASEs will not be required to purchase job related materials and services.

Section 3. Before an ASE's work location is moved, or before there is a substantial alteration of the ASE's work space, the affected ASE normally shall be notified at least thirty days before the change is to take place. In the event thirty days notice is not feasible, the ASE shall be notified as soon as reasonably possible.

### **ARTICLE 35 – DURATION**

This Agreement shall become effective and will remain in effect from May 1, 2007, until April 30, 2010, unless mutually extended by the parties.

## **LETTER OF UNDERSTANDING A**

### **WAGES**

The parties recognize that the federal government is currently examining the regulations concerning FICA exemptions for certain academic student employees. In the event any of the benefits contained within this Agreement have the effect of losing the exemption for ASEs, the parties will meet to discuss alternatives.

## **LETTER OF UNDERSTANDING B**

### **UNION RIGHTS**

The University will investigate whether there are any grants that would prohibit an ASE from being paid as an ASE while performing steward duties. In the event a determination is made that such a prohibition exists, both parties will bargain in good faith to find an alternative that allows the same level of steward representation. In the event an agreement can not be reached, the matter shall be resolved by an arbitrator.

**LETTER OF UNDERSTANDING C**

**WORKERS COMPENSATION**

The University and the UAW hereby agree that all job titles in the bargaining unit shall be covered by worker's compensation insurance with the exception of employees in stipend-only job classifications.

## **LETTER OF UNDERSTANDING D**

### **JOB TITLES AND CLASSIFICATIONS**

The parties agree to review existing graduate-level job titles/classifications for the purpose of clarifying eligibility and ensuring automatic progression through the classification steps and improving the efficiency, flexibility, and accuracy of the classification system. This review shall begin no later than thirty (30) days after the effective date of the Agreement.