

UCSD Department of Sociology

Statement, Guidelines and Policies Regarding Teaching Assistantships

(Revised 10/08)

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Key Personnel & Facts

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The Sociology Department hires approximately 12-13 graduate student teaching assistants each year, and occasionally partners with different programs and departments in the hiring of 1-3 additional graduate students from year to year. The majority of graduate students appointed in these positions will be at least in the third year of the doctoral program and will have gained prior teaching assistant experience from another department, institution, or through one of UCSD's college writing programs. The number of new TAs to Sociology can vary from year to year, but is roughly 4-6 per year.

TA Selection and Qualifications

Teaching Assistantships (TAs) are the department's primary means of supporting graduate students. Graduate students are typically appointed as teaching assistants for courses with discussion sections. Students will be asked in the winter/spring quarter of each year to submit requests for following year's assistantships to the Graduate Coordinator. TAs are then selected, each spring, for the following year's courses by the department's Graduate Program Committee, based largely on overall student performance (via review of annual student evaluations and TA evaluations) in the graduate program and on teaching ability. The Committee also assigns students to TA positions allocated to the department from other programs or departments. Unfortunately, resource limits and the selection process mean that not all student requests for TAs can be met.

All graduate students must also be deemed eligible and meet the ASE minimum qualifications for Graduate Student TAs.

ASE Minimum Qualifications for Graduate Student TAs

1. For academic year employment at 25-50% time, a student must be registered full-time (12 units or more). A student enrolled in less than 12 units, with departmental approval, is eligible for a maximum of 25% time employment.
2. A graduate student must be in good academic standing:
 - (a) Meet departmental standards including a satisfactory annual spring academic progress evaluation.
 - (b) maintain a GPA of 3.0 in upper-division and graduate course work.
 - (c) must not have more than a total of eight units of F and/or U grades overall
3. A graduate student must be within the departmental time limits:
 - **Ph.D. Degree Aim:** no one may be employed as a teaching assistant and/or associate (teaching a course) for more than 18 quarters (unless an exception is granted by the Dean).
 - **M.A. Degree Aim:** eligible for up to 7 quarters of employment or other University funding.

Note: Any employment outside of the student's academic (home) department must have prior approval from the home department.

International Students

An international graduate student whose undergraduate degree is not from an English-speaking college or university, or who has serious English-speaking pronunciation problems, may not serve as a TA until s/he has been certified to have the requisite English language skills. This English language policy does not apply to a student who serves as a TA that is conducted in his/her native language. English language screenings are conducted quarterly -- please contact the graduate coordinator to schedule a language screening. In addition, International TAs may be eligible for complimentary English Language classes provided by the Center for Teaching Development,

An exception to the minimum qualifications listed above may be granted at the discretion of the University.

TA Training and Preparation

Preparation for teaching is an important part of graduate education. Campus and University-wide policy requires that each campus provide both campus-wide and departmental training for its TAs in basic content and skill areas. Elements of a comprehensive training program include:

- an orientation before classes begin that introduces TAs to their instructional role, basic teaching skills and concepts, policies affecting TAs, and resources available to instructors.
- Individual mentoring and feedback by faculty, advanced TAs, and instructional improvement professionals, based on observation, student evaluations and/or videotaping.
- Ongoing quarterly seminars and workshops on teaching, as well as access to materials from which TAs can learn independently. Regular email communication of The Center for Teaching Development offerings is made available to all graduate students advertising the array of teaching development workshops offered each quarter.

Responsibility for the training, supervision, and evaluation of teaching assistants rests jointly with the administration, academic departments, and individual faculty members.

Prior to beginning their assignment in Sociology, first time teaching assistants are required to attend either a Sociology Department TA Orientation Workshop(s) or, a quarterly TA orientation provided by the Center for Teaching Development Orientation Workshop. Experienced TAs are encouraged to continue to participate in the Sociology Department TA Orientation Workshop(s). Additionally, international graduate students must have taken and been certified in a test of their English skills through the CTD before classroom assignments begin (see above.)

Thereafter, we rely on three layers of TA training in the department.

- Instructors of the courses to which TAs are assigned maintain primary responsibility for supervising and evaluating TAs and offering advice on teaching methods.
- A faculty TA Adviser (or Graduate Program Director) coordinates training activities and assembles information on resources (on and off campus) useful for general pedagogy, for teaching sociology in particular and for helping students with research and writing skills.
- A Senior TA (chosen for their extensive and well-regarded TA experience) provides individualized consultation and training with TAs when necessary and offers feedback. The Senior TA is also responsible for organizing quarterly meetings of TAs to share experiences and exchange advice.

Course Credit

Credit may be awarded for instruction a TA receives under the mentorship of a faculty advisor. Such instruction will enable the TA to develop the skills and knowledge necessary to enhance the learning experience of students. Areas of instruction include, but are not limited to: organizing discussion sections or tutorials, writing homework or test questions, setting grading policies, communication and teaching skills that promote learning. Instruction will entail regular faculty contact hours, and should also include visits by the faculty supervisor at the discussion sections

given by a TA. Lastly, instruction may include outside preparation to gain specialized knowledge required by a particular course.

SOCG 500. Apprentice Teaching in Sociology

A course in which teaching assistants are aided in learning proper teaching methods by means of supervision of their work by the faculty: handling of discussions, preparation and grading of examinations and other written exercises, and student relations. (S/U grades only.)

TA Evaluation

Faculty will evaluate the TA's performance, provide the TA with constructive feedback, and prepare a written evaluation of the TA's performance. Faculty and the Senior TA (STA) may provide training in developing teaching skills in relations to the duties stated above.

TA's will also receive cumulative and summarized evaluations from their respective section participants at the end of each quarter.

Compensation

Students typically work for 25% (10 hours/week) or 50% (20 hours/week) as TAs. Appointments of at least 25% usually come with a partial fee remission and payment of graduate student health insurance. The salary for 2008-09 is \$1848.56/month (50% appointment.)

Duties of Teaching Assistants

Attendance

TA course responsibilities commence at the beginning of the academic quarter and continue until the final course grades have been turned in. TAs are responsible for contacting the instructor prior to the first day of instruction and for determining when their responsibilities for the course have finished for the quarter.

TAs are expected to be present during scheduled office hours or sections. If a TA must cancel office hours or sections due to illness or another conflict, s/he should notify his/her students as soon as possible (preferably via email and an announcement at the course lecture, but at least by having a notice posted at the appropriate location). The instructor should also be notified. In the event of an absence, TAs should either arrange for a substitute or reschedule the section for a different date, if possible, in consultation with the instructor. Cancelled office hours should be rescheduled as well.

TAs are expected to be adequately prepared for office hours and sections.

Workload

A TA with a 50% appointment – the typical case in Sociology – shall not be assigned a workload of more than 220 hours per quarter including the keeping of regular office hours. This rule applies proportionally to 25% appointments. In addition, a TA shall not be assigned a workload of more than 40 hours in any one week or assigned to work more than eight (8) hours in any one day. The number of hours worked in excess of twenty (20) hours per week may not total more than 50 hours per quarter. TAs should initiate discussion with their supervisor as soon as they anticipate any

workload related issues that would result in a violation of this rule. TAs asked to exceed 50% time or to perform inappropriate duties are urged to consult with the chair or graduate advisor.

A TA may not be employed as a substitute instructor, where the effect is to relieve the instructor of his or her teaching responsibilities. (This is specifically prohibited by *University Policy*.) In case an instructor is absent from school, the instructor will normally ask another faculty member to act as a substitute. However, in the event of an emergency, the Department Chair may ask the TA to substitute for the instructor. A TA may decline to substitute for the instructor if doing so would interfere with his/her studies (e.g. a class), or if s/he feels unprepared to lecture. Whenever a TA serves as a substitute lecturer, a faculty member shall be appointed to supervise.

For workload procedures, please refer to UAW & ASE Agreement, Article 31, Workload.

Additionally, University policy states that a

TA may conduct under the direction of a faculty member, recitation, laboratory, or quiz sections but, may not be responsible for the entire instructional content of any course, for the selection of student assignments, for the planning of examinations or for determining the final grades of students (The University of California Faculty Handbook, 1995, page 17).

Duties & Responsibilities

The instructor will communicate the specific responsibilities expected of the TA at the beginning of the quarter. The TA and the instructor share joint responsibility for ensuring that each understands the division of work responsibilities.

TA duties may include, but are not limited to, the following: facilitate a discussion section or tutorial; hold weekly office hours; e-mail contact; grade homework, exams, or papers; maintain records; distribute and copy reading materials; prepare answer keys or supplementary notes; and act as course web-master. TAs may be required to attend the instructor's lecture regularly, and testify at disciplinary hearings.

Additional responsibilities include exercising fairness and sound judgment, keeping communication lines open with the professor and with students, respecting the confidential nature of the student/teacher relationship, being knowledgeable about rules and regulations governing the TA appointment, reporting suspected incidents of dishonesty or cheating to the course instructor.

The *primary duty* of TAs in Sociology is to lead discussion sections. These sections are an important part of the course, and they should be rescheduled or switched with other TAs only for good cause (e.g., to deliver a paper at an academic conference) and by pre-arrangement with the instructor. The instructor should discuss the content and form of the section with the TA, bearing in mind that responsibility for every aspect of the course rests ultimately with the instructor, not with the TA.

The *secondary duty* of TAs is to grade student work. However, as with the teaching, the instructor in the course bears ultimate responsibility for grading. The instructor should discuss grading with the TA, make certain that TAs in the same course grade as consistently as possible, be available to TAs to discuss grading issues and problems, and in general, monitor the grading process. Furthermore, it is the instructor's responsibility to fill out, sign, and submit final grade sheets. In addition, where a

student disputes a grade, the instructor must be willing to settle the dispute. While the instructor may ask the student to consult with the TA, the instructor must be willing to review the work in question and issue a final decision based on his/her own evaluation of the work. A "Grading Information Booklet" is available in the department administrative office for your review.

TAs may be asked to contribute to the writing of examinations; e.g., to propose questions or offer ideas. However, the writing of examinations is up to the instructor. It is inappropriate as well as against University policy for the instructor to ask TAs to compose examinations. As with other aspects of the course, primary responsibility for the ways in which student learning is evaluated rests with the instructor, not the TA.

Student Evaluations and Exams

In general, faculty should proctor their own examinations, although there may be circumstances in which alternative arrangements are acceptable. It is worth restating the University policy that "In the case of an unavoidable absence, the department chair, with CEP approval, may designate another faculty member to administer the final exam".

TAs are neither research assistants nor general factotums. It is inappropriate for an instructor to ask a TA to gather or prepare lecture materials for the instructor or to carry out work for the instructor that is primarily research-related. While an instructor may ask a TA to deliver a lecture in a course, and a TA may well wish to lecture, the instructor may not compel the TA to do so. This is not the TA's job, and it is inappropriate for an instructor to ask a TA to lecture on more than a very occasional basis.

TA's should NOT use their own card to photocopy class materials related to their employment as a TA in a Sociology course. TAs should borrow the course instructor's ID card and copying code, or borrow the department's green card, (see the Fiscal Administrator.) For large copying jobs, it is recommended that a TA use Imprints. Imprints will pick-up and drop-off jobs to the front desk in the main office. In most cases, the cost will be drastically cheaper than using a copy card. Department staff at the front desk can assist TAs in filling out the Quick Copy request.

Confidentiality

All completed assignments, exams, grades, correspondence, and other information about individual students in the class shall be kept confidential except where the student has given written consent. In particular:

- No student in the class should ever be allowed access to a TA computer account or to TA files. Grade files on the computer should be kept protected.
- Grades should never be posted by name or by any identifying number such as a student ID or social security number.
- Graded assignments should not be left in a public place unless students sign a privacy waiver (aka, a Buckley waiver).
- Answer keys or exam materials should be kept secure in a locked drawer.
- These provisions are consistent with Federal and State privacy laws.

Use of Authority

Decisions made by TAs have a significant effect on their students' grades. TAs should carry out their responsibilities professionally, and be especially careful not to abuse their authority. TAs should evaluate student work objectively and fairly. In particular:

- TAs may not agree to be paid as tutors for students in their class. These students would by definition receive preferential access to the TA.
- TAs should not become romantically involved with students in their class. Such involvement makes objective evaluation difficult.
- If a TA has a friend or partner who is a student in the class, then they should not grade that student's papers.

Safety

On rare occasions, a TA may be threatened or harassed by a student, either in person or by electronic mail. These issues should be taken seriously and could be in violation of the campus Student Conduct Code. The TA must immediately report the incident to the instructor.

Consequently, a TA may file a complaint against a student and report directly to the Office of Student Policies and Judicial Affairs, (858) 534-6225, studentconduct@ucsd.edu.

Grievances

If you have a grievance, please refer to the Grievance Procedures as outlined in the UAW & ASE Agreement, Article 11 for detailed information and guidance.

Note: TA positions are covered by a collective bargaining agreement between the University and the Association of Student Employees (“ASE”), International Union, UAW. The ASE Union Contract Agreement is the authoritative document for any possible discrepancies between this document and the ASE Union Contract Agreement.

Teaching Assistant (“TA”) Policy Resources

TA Union Contract Agreement

http://atyourservice.ucop.edu/employees/policies/systemwide_contracts/uaw/index.html

Academic Employment Opportunities

<http://www-ogsr.ucsd.edu/ase/index.htm>

UCSD Policy and Procedure Manual

<http://adminrecords.ucsd.edu/ppm/ppmindex.html>

UCSD Policy on Training, Supervision, and Evaluation of Teaching Assistants

<http://www.ctd.ucsd.edu/resources/policy.htm>

UCSD Center for Teaching Development TA Handbook

<http://ctd.ucsd.edu/resources/index.htm>

“New” - TA Handouts webpage

<http://sociology.ucsd.edu/graduate/TAHandouts.shtml>

includes:

[How to Read Academic Texts](#)

[Writing Tips](#)

[Structuring a Formal Essay](#)

[Common Paper Problems](#)

[Developing Ideas for Your Essay](#)

[Basic Essay Grading Rubric](#)

[Sample Grading Rubric](#)

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Other University Resources

Academic Personnel Manual

The UC Office of the President Academic Personnel manual, sets forth general university policy concerning all academic appointments (faculty, TAs, researchers, etc.). It is available in academic department offices and on <http://ucop.edu/acadadv/acadpers/apm/> .

UCSD Student Conduct Code

This document contains University policies and procedures regarding student conduct. It is available from the office of Student Policies and Judicial Affairs (SP&JA) Student Center Building B or on-line <http://ugr8.ucsd.edu/judicial/> .

UCSD Instructor’s Guide for Preventing & Processing Incidents of Academic Dishonesty This guide, available from the office of Student Policies and Judicial Affairs (SP&JA) Student Center Building B, is a valuable resource for dealing with issues of academic dishonesty.

General Catalog

This publication includes the grading policy, grade appeals procedures, degree requirements, academic disqualification policy and procedures, and policy on integrity of scholarship. It is available at the UCSD Bookstore, academic departments, OGSR and <http://infopath-1.ucsd.edu/catalog/front/content.html> .

Schedule of Classes

The schedule of classes lists registration procedures and time, place, instructor, and section numbers for all courses being offered for a particular quarter. It is available at the UCSD Bookstore, academic departments or on line at https://www-act.ucsd.edu/cgi-bin/blink.pl/1/faculty/schedule_of_classes.pl

Department of Sociology Graduate Handbook

This handbook is designed to be a guide concerning academic standards, expectations, and requirements at each stage of the graduate program. <http://sociology.ucsd.edu/graduate/docs/GradHandBook2007.pdf>

OGS Graduate Student Handbook

This handbook outlines policies and resources for graduate students at UCSD. It is available from academic departments, OGSR and online <http://ogsrweb2.ucsd.edu/handbook/index.htm> . Also for resources and info about Graduate Student Life, please visit: <http://ogsrweb2.ucsd.edu/studentlife/index.htm>

UCSD Office of Sexual Harassment Prevention and Policy (OSHPP)

OSHPP provides assistance in investigating and resolving complaints of sexual harassment and provides education to the entire UCSD community. Emphasis is on prevention and early resolution. <http://oshpp.ucsd.edu/>

Center for Teaching Development <http://ctd.ucsd.edu/resources/index.htm>

Browse or print the UCSD Teaching Assistant Handbook to learn about everything from TA policies and procedures to financial and administrative matters, teaching techniques and suggestions, and everything in between. <http://ctd.ucsd.edu/resources/tahandbook.pdf>

UCSD Principles of Community <http://www-vcba.ucsd.edu/principles.htm>

APPENDIX A
Sample of Sociology TA Training Schedule

Sociology TA Training Agenda
September 22, 2008
SSB 101, 10am-3pm

Goals and Objectives:

1. Introduce and discuss departmental policies and teaching resources.
2. Promote the sharing of teaching materials and teaching philosophies.
3. Advance TA professional development in the teaching of sociology.

10:00 – Training begins with coffee, tea & bagels

10:15 – TA responsibilities and teaching philosophies (Eric)

11:00 – Running Discussion Sections

- The first day (Jon Shafran)
- Preparation & time management (Cindy)
- Encouraging participation & tough sections (Eric)

12:15 – Lunch (from UCSD catering)

1:00 – Grading Strategies: Experienced TA Panel (Marie, Stephanie, Tom)

2:00 – New Evaluations and Teaching Website (Eric)

2:30 – General questions/ discussion (with Grad Director, Charlie Thorpe)

3:00 – Training concludes

APPENDIX "B"
REQUIRED FORM: DESCRIPTION OF DUTIES

DESCRIPTION OF DUTIES

Term: FALL 08 Supervisor: Blair-Loy, Mary ASE: Kate Wood

Course #: Sociology 1A Course Title: Study of Society

Location: PETER 108 Day/Time: TuTh/11:00a-12:20p

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

Attend lectures

Present lectures

Instruction of 2 sections/labs per week

Preparation

Hold 2 office hours per week

Supervisor/ASE(s) meeting 1 hours per week

Read and evaluate 2 papers per student

Proctor 2 examinations

Prepare drafts of narrative evaluations and make grade recommendation as appropriate for students in TA section/lab
(Santa Cruz only)

Perform individual and/or group tutoring

Class/faculty visits

Maintain/submit student records (e.g., grades)

Perform other tasks as assigned. Please list: See attached, if any.

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

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

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

Appendix C

Article 12 GRIEVANCE AND ARBITRATION

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

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

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

C. FILING GRIEVANCES

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

1. Step 1 (Optional)

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

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

2. Step 2

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

- a. A written grievance must be filed with the campus labor relations office on the grievance form agreed to by the parties (Appendix A) within thirty (30) calendar days from the date on which either the ASE or the UAW knew or could have been expected to know of the event or action which gave rise to the grievance or

within thirty (30) calendar days after the date of separation from University employment of the ASE in the unit, whichever occurs first.

b. The written grievance must contain the following information: a specific description of the dispute, the facts giving rise to the dispute, a listing of the article and section violated, a statement as to how the article and section were violated, the date(s) of the violation, and requested remedy, or the grievance may be considered ineligible for processing.

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

d. The University shall issue a written response to the grievance within fifteen (15) calendar days of the date on which the Step 2 grievance was filed or the date of the Step 2 meeting, whichever is later.

3. Step 3

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

a. If either party requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 3 review.

b. The parties shall be able to bring individuals to the meeting who have relevant information to present regarding the grievance.

c. If no Step 3 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within 15 calendar days following the date of the receipt of the request for a Step 3 review. If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within 15 calendar days following the meeting.

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

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

F. APPEAL TO ARBITRATION

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

1. the name and address of the UAW representative who is responsible for the appeal to arbitration and to whom all correspondence relating to the arbitration is to be sent;

2. a copy of the completed grievance form; and
3. a statement setting forth the unresolved issue(s), the articles of the agreement alleged to have been violated, and the remedy requested.

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

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

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

H. BIFURCATION

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

I. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING

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

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

J. SCOPE OF ARBITRATOR'S AUTHORITY

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

1. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. In arbitration cases involving the Health and Safety Article, the arbitrator may order the University to cease violations of the Health and Safety Article. The arbitrator shall not have authority to order specific remedies for health and safety violations involving expenditures for structural modifications nor shall the arbitrator have the authority to order such a remedy for the purchase or rental of equipment in excess of \$500 unless there are available specifically budgeted funds for the particular efforts which may be necessary to comply with the order. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the ASEs. The University will not be liable for back wages or other monetary reimbursement for:

- a. any period of time during which an extension of the time limits has been granted at the request of the UAW;
- b. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.

2. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally born by the parties. Costs for transcripts requested by only one party, shall be born by the requesting party.

3. The party that cancels or postpones arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

K. EXTENSION OF TIME LIMITS

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

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

1. Grievances

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

2. Arbitration

a. The parties shall endeavor to schedule arbitration hearings which do not conflict with the bargaining unit assignments of the grievant or the grievant's representative which cannot be rescheduled. If arbitration hearings occur when the grievant, or the grievant's representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved scheduling conflict shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least fifteen (15) calendar days in advance of the hearing date.

b. The parties will make efforts to schedule the testimony of ASE witnesses when the ASE witnesses do not have bargaining unit assignments that cannot be rescheduled. ASE witnesses who are called by the parties to testify shall be eligible to receive leave with pay only for time required for testifying when the ASE has a bargaining unit assignment which cannot be rescheduled, if the request for such leave is made at least fifteen (15) calendar days in advance of the hearing.

M. ARBITRATOR PANEL

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

2. The procedure for modifying the panel shall be as follows:

a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.

In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding (an) arbitrator(s) to complete the panel, the parties will exchange nominations within sixty (60) calendar days. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in Section M.2.a above may not be placed on the panel again.

The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of this agreement.

Article 31 WORKLOAD

A. TEACHING ASSISTANT (TA)

1. For purposes of this article only, TA refers to Teaching Assistant, Special Reader, Teaching Fellow, Community Teaching Fellow, Nursery School Assistant and Associate In__. Assigned workload is measured by how many hours the University could reasonably expect a TA to take to satisfactorily complete the work assigned.

a. A TA with a 50% appointment shall not be assigned a workload of more than 220 hours per quarter or 340 hours per semester. This standard shall apply proportionately to other percent appointments.

b. In addition, a TA with an appointment of 50% or less shall not be assigned a workload of more than 40 hours in any one week or assigned to work more than eight (8) hours in any one day. The number of hours worked in excess of twenty (20) hours per week may not total more than 50 hours per quarter or 77 hours per semester.

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

B. READER/TUTOR

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

C. INSTRUCTOR OF RECORD

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

D. NOTIFICATION OF WORKLOAD MAXIMUM

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

1. Increase the ASE's appointment percentage to be consistent with the number of hours she or he will work and/or

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

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

E. EXPEDITED PROCESS

1. Alleged violations of daily, weekly or term (quarter or semester) maximum number of hours is subject to the grievance/arbitration procedure as modified by the expedited process in Section 2 below.

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