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Agreement between the Associated Student Employees International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and the Regents of the University of California, University of California Santa Barbara...

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Local Association of Student Employees

Occupations Represented
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Teachers—postsecondary

Bargaining Agency Regents of the University of California (UCSB)

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Notes

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Full text contract begins on following page.

AGREEMENT
between

The Regents of the University of California

and the

Associated Student Employees,
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America
(UAW), AFL-CIO

University of California
Santa Barbara Campus

June 1, 2000 to September 30, 2003

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PREAMBLE

This Agreement is made and entered into by and between the Regents of the University of California, a corporation, hereinafter referred to as the "University", and the Associated Student Employees, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO, hereinafter referred to as the "UAW" or the "Union", pursuant to the provisions of the Higher Education Employer-Employee Relations Act (HEERA).

**Article 1
RECOGNITION**

- A.** The University hereby recognizes the Associated Student Employees, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO as the exclusive representative for matters within the scope of representation for all employees within the Academic Student Employee Unit as certified by the Public Employment Relations Board (PERB) in petition number SF-R-815-H (Santa Barbara) including the following titles:

Associate In_____	1501, 1502, 1506, 1507, 1511
Reader	2850, 2851, 2500
Remedial Tutor	2280, 2288, 2289, 2290
Teaching Assistant	2310, 2311
Tutor	2860, 2861, 2510

- B.** The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the Public Employment Relations Board.

**Article 2
APPOINTMENT NOTIFICATION**

A. WRITTEN NOTIFICATION

The University shall provide a written notice of appointment (e.g. letter or email) to individuals offered an ASE appointment as soon as practicable after hiring decisions are made.

1. The notice will include the applicable appointment title, appointment percentage (or range of hours), effective dates, salary/wages, health and other applicable benefits or deductions, hiring unit, hiring unit contact, response requirements if any, a statement that the position is covered by the collective bargaining agreement between the parties, and the contract website address.
2. Additionally, the notice shall state that the name and department address of all ASEs are released to the UAW each term (quarter/semester).

B. SUPPLEMENTAL DOCUMENTATION

Prior to the commencement of the term or as soon as practicable thereafter, the University will provide to Teaching Assistants and Associates In_____ documentation which will set forth the following: faculty member or supervisor to whom the individual will report; the location where the work will be performed if known; the class assigned if applicable; the duties that may be required; and other information as deemed appropriate by the University that was not included in the initial notification. The

University shall provide advance notice when the above referenced duties are changed significantly.

C. FAILURE TO RESPOND

The University may consider an individual who fails to respond, as required in the notice, to have rejected the appointment.

**Article 3
APPOINTMENT SECURITY**

- A.** ASEs' appointments will be specified in the appointment notification.
- B.** If an individual receives and accepts appointments to (an) ASE position(s) for one or more term (i.e. quarter or semester) in an academic year, and the position offered and accepted is no longer available, the University will ensure that the individual:
 - 1. is placed in an appointment at the classification and equivalent compensation level offered and accepted, or
 - 2. receives equivalent compensation in lieu of the position for the term at the level offered.
- C.** Failure to accept an offer in its entirety, and subject to all conditions, nullifies the offer in its entirety. However, after accepting an offer a Teaching Assistant or Associate In_____ may turn down one or more terms of employment without forfeiting the provisions in this article for the following reasons: the employee's serious medical condition as defined by FMLA, to accept a extramural fellowship, or another reason granted by the University.
- D.** An individual who has accepted (an) ASE position(s) for one or more term who becomes academically ineligible may be removed without pay from or returned to said appointment as set forth below.
 - 1. Within the first five (5) weeks of an academic term, the University may, at its sole discretion, remove an ASE who has become academically ineligible.
 - 2. When an ASE has regained academic eligibility, the University will determine in its sole discretion whether or not to reinstate the ASE. Said reinstatement, if any, will be at the level of employment held prior to removal.

Article 4
CLASSIFICATIONS

- A. Maintain the status quo except as modified by agreement reached pursuant to B.
- B. The topic of ASE Classification and effects of changes on terms and conditions of employment shall be reopened for bargaining commencing no later than January 2, 2001.

Article 5
DEFINED CONTRIBUTION PLAN

ASEs shall continue to be eligible for DCP coverage in accordance with the UC plan requirements.

Article 6
DEFINITIONS

- A. An "Academic Student Employee" (ASE) is an individual employed in a bargaining unit title. Bargaining unit titles are listed in Article 1, Recognition.
- B. "Sole discretion" means the non-grievable, non-arbitrable authority of the University of California.

Article 7
DISCIPLINE AND DISMISSAL

- A. The University may discipline or dismiss an ASE for just cause. "Discipline" includes: a written warning, suspension without pay, or dismissal. An oral warning may be included in a grievance if it is subsequently used for evidence or to justify the extent of the penalty in a disciplinary matter. An individual who is no longer employed in the bargaining unit may file a grievance pursuant to Article 11, Grievance and Arbitration, concerning the placement of a written warning placed in his/her employment file pursuant to this article within 30 days from the date he/she knew or should have known that a written warning was placed in his/her employment file.

B. WRITTEN NOTICE OF INTENT

- 1. The University shall provide written Notice of Intent, as described in Section B.2. for the following actions: suspension without pay or dismissal.

2. Issuance and Content

a. Issuance

Written Notice of Intent shall be given to the affected ASE in the unit, either by delivery of the notice to the ASE in person, or by placing the Notice of Intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the ASE at the last known home address of the ASE, with a copy by campus mail to the campus office address of the ASE. It shall be the responsibility of the ASE to inform the designated University office in writing of his or her current home address and of any change in such address, and the information so provided shall constitute "the ASE's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall contain a statement of delivery or mailing indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be presumed to be the date of issuance of the Notice of Intent. A copy of the Notice of Intent shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

b. Content

The notice shall:

- 1) inform the ASE of the disciplinary or dismissal action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;
- 2) inform the ASE of the right to respond and to whom to respond within the applicable time limit in accordance with Section C; and,
- 3) inform the ASE of the right to representation by a representative of her/his choice.

C. RESPONSE TO WRITTEN NOTICE OF INTENT

The ASE or her/his representative shall have the right to respond either orally or in writing within ten (10) calendar days from the issuance of the written Notice of Intent. If the Notice is mailed to the ASE, the ASE may respond within fifteen (15) calendar days from the date of issuance.

D. WRITTEN NOTICE OF ACTION OR PROPOSED ACTION

After review of a timely response, if any, the University shall notify the ASE of any action to be taken and its effective date, as well as the rights set out under Article 11,

Grievance and Arbitration. Such action may not include discipline more severe than that included in the Written Notice of Intent; however; the University may reduce such discipline without the issuance of a further Written Notice of Intent. A copy of the Notice shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

E. INVESTIGATORY LEAVE

The University may place an ASE on Investigatory Leave with full pay without prior notice, in order to review or 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. Investigatory leave shall not be considered a form of corrective action. The University will immediately, provide the ASE and her/his representative with written confirmation of the terms and reasons for the Investigatory Leave.

**Article 8
EMERGENCY LAYOFF**

- A.** An emergency layoff is the suspension of an appointment to which an ASE has been assigned or is working, due to acts of nature or forces outside the University's control to which the University must immediately respond.
- B.** The Parties agree that the University may, but shall not be required, to pay ASEs during periods of Emergency Layoff.

**Article 9
EMPLOYMENT FILE(S) AND EVALUATIONS**

A. EMPLOYMENT FILES

"Employment File" shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) pertaining exclusively to an ASE's employment in the bargaining unit that is not confidential or otherwise protected from disclosure. Materials related to ASE coursework shall not be considered part of the employment file.

1. The University shall designate the location where ASEs or their designated representatives may request access to the ASE's employment file(s).
2. An ASE may authorize representatives to review her/his employment file(s). The authorization shall be valid for the period designated by the individual or, if no time period is designated, for up to one calendar year from the date of

authorization. The designee shall have access to all non-confidential employment information in the file(s).

3. The University shall endeavor to provide an ASE or her/his representatives access to or a copy of the ASE's employment file(s) as soon as practicable, but no later than thirty (30) calendar days, following the University's receipt of a written request. One copy of employment file(s) material shall be free; subsequent copies shall be ten (10) cents per page.
4. If an ASE disagrees with evaluative material in her/his file(s), s/he may append material to the file(s). If an individual is no longer employed when the evaluative material is placed into the file, he/she has 30 days from the date the individual knew or reasonably should have known that it was placed into the file to append material to the file.
5. If an employment file contains factual non-evaluative information that is incorrect the individual may request correction of the file(s) within 30 calendar days of discovery. If an individual is no longer employed when the factual non-evaluative information is placed into the file, he/she has 30 days from the date the individual knew or reasonably should have known that it was placed into the file to request correction.
6. Records involving the processing of a grievance, such as grievance/appeals, UC grievance responses, and settlement documents, shall not be placed in the ASE's employment file(s).

B. EMPLOYMENT EVALUATIONS

1. "Employment Evaluation" is the Faculty member or supervisor's written assessment(s) of an ASE's employment performance, excluding evaluations of courses.
2. Upon request by the ASE, the employing department or hiring unit shall communicate evaluation criteria and procedures for written employment evaluations, if any, to employees or the Union.

Article 10 FEE REMISSION

- A. An ASE who is a registered graduate student with ASE appointment(s) or other eligible academic appointments totaling 25% or more of full-time for a given term is eligible to participate in the University's Partial Fee Remission Program for the Educational and Registration Fees. An ASE is eligible to receive only one Graduate Student Partial Fee Remission per term.

B. EFFECTIVE JULY 1, 2000

Partial Fee Remission: For those ASEs eligible for a Partial Fee Remission, the University shall provide a Partial Fee Remission of 75% of the annual educational and registration fees.

C. EFFECTIVE JULY 1, 2001

Partial Fee Remission: For those ASEs eligible for a Partial Fee Remission, the University will provide a Partial Fee Remission of 85% of the annual educational and registration fees.

D. EFFECTIVE JULY 1, 2002

Partial Fee Remission: For those ASEs eligible for a Partial Fee Remission, the University will provide a Partial Fee Remission of 100% of the annual educational and registration fees.

**Article 11
GRIEVANCE AND ARBITRATION**

A. A grievance is a claim by an individual ASE, a group of ASEs, or the Union, 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 Union 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 21, Posting.
2. A campus' failure to provide ASE lists in accordance with Article 26, Union Access and Rights, and Article 27, Union Security.
3. "Locking out" employees in accordance with Article 18, No Strikes.
4. Failure to provide the necessary information to the mailing house as set forth in Article 27, 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 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 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 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 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 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 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 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 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 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 60 calendar days from selection, the parties shall attempt to agree to a hearing date, but if 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 Union in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator or 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 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 7, 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 an 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.
 - b. 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.
 - c. 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 12 HEALTH AND SAFETY

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

Article 13 HEALTH BENEFITS

- A.** Eligible ASEs may participate in the (Graduate) Student Health Insurance Program to the same degree other eligible students participate.
- B.** An ASE who is a registered graduate student with ASE appointment(s) or other eligible academic appointments totaling 25% or more of full-time for a given term is eligible to receive Graduate Student Health Insurance Program (GSHIP) premium remission for the Student Health Insurance Program. An ASE is eligible to receive only one GSHIP premium remission per term. In the event GSHIP premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.

- C.** An ASE who is not a registered student, and who is not eligible to participate in the (Graduate) Student Health Insurance Program, will be eligible to participate in the non-student University Health Insurance program in the same manner as non-represented, non-senate academic employees.
1. Eligibility to participate in the non-student University Health Insurance program will be in accordance with the University Health program provisions.
 2. Costs of the University Health Insurance program in excess of the University contribution will be born by the employee and will be paid in accordance with the program provisions.
 3. During the term of this agreement, the University has the sole discretion to alter the terms of the program including but not limited to coverage, carriers, contribution rates or other program provisions.

Article 14 HOLIDAYS

- A.** The University observes the following days as holidays:
1. January 1
 2. Third Monday in January (Martin Luther King's Birthday)
 3. Third Monday in February (President's Day)
 4. Last Monday in May (Memorial Day)
 5. Fourth of July
 6. First Monday in September (Labor Day)
 7. November 11 (Veteran's Day)
 8. Thanksgiving Day
 9. Friday following Thanksgiving Day
 10. December 24
 11. December 25
 12. December 31
 13. One administrative Holiday to be selected by the University.
- B.** Official holidays are those holidays as set forth annually in the campus calendar.
- C.** Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on Saturday, the preceding Friday is observed.
- D.** The University reserves the right to establish additional holidays.

- E. The University shall not require an ASE to attend lecture, hold office hours, grade, tutor, proctor, prepare, consult or teach class, section, or lab on designated holidays.

**Article 15
LABOR-MANAGEMENT MEETINGS**

The University and Union may schedule quarterly meetings following written request by either party. Agendas shall be mutually agreed to at least five (5) business days prior to the meeting. The purpose of the meeting shall be to discuss administration of this Agreement and other related issues, excepting specific grievances as defined by this Agreement.

**Article 16
LEAVES**

A. MILITARY LEAVE

ASEs who are called to active military service will be provided leave from their current positions to fulfill their military obligations. Military leave will be paid to the extent required by applicable law.

B. CHILDBEARING LEAVE

An ASE shall be eligible for leave or modified duties when she is temporarily disabled because of pregnancy, childbirth, or related medical conditions. During childbearing leave, no duties shall be required by the University. A childbearing leave cannot be continued beyond the end date of the ASE's appointment. Whenever possible, childbearing leave should be requested at least 30 days in advance. Childbearing leave will be paid no less than to the extent required by applicable law.

C. JURY DUTY

An ASE shall be eligible for a jury leave. Jury leave is leave with pay to serve on jury duty. Verification of actual service for jury duty shall be provided by the ASE to the University upon request. Pay for jury duty will not continue beyond the end date of the ASE's appointment.

D. OTHER LEAVES

Other leaves, including but not limited to parental leave, family leave, sick leave, leave for service to government agencies, and leave to attend professional meetings may be granted with or without pay at the University's sole discretion; or if required by applicable law.

Article 17
MANAGEMENT AND ACADEMIC RIGHTS

- A.** Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the UAW agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; to establish and administer procedures, 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 establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which ASEs' performance is evaluated; to establish and require ASEs to observe University rules and regulations; to discipline or dismiss ASEs; 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; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.
- B.** Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.
- C.** The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.
- D.** No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.

Article 18
NO STRIKES

- A.** During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.

- B.** Any employee who violates this Article shall be subject to discipline up to and including termination of employment.
- C.** The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.
- D.** 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 IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulations, the University shall not discriminate against or harass any ASE on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, HIV status, status as a covered veteran, age, citizenship, political affiliation and Union activity. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.
2. If the Union appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the Union's notice must include an Acknowledgement and Waiver Form signed by the affected ASE. The Acknowledgement and Waiver Form will reflect that the ASE has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the ASE understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 11, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the ASE to make an informed choice.

B. SEXUAL HARASSMENT

Unwelcome sexual advances, requests for sexual favors and other verbal or physical contact of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;
2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual; or
3. Such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

With regard to grievances alleging sexual harassment, an employee who has timely filed a grievance may elect to substitute the campus Sexual Harassment Complaint Resolution procedure for Step 2 of the Grievance Procedure. Use of the Sexual Harassment Complaint Resolution procedure shall toll the time limits for the Grievance Procedure only if a grievance has been timely filed, pursuant to Article 11, Section C.2 (time limits for filing the written grievance). At any time, an employee may elect to resume the regular grievance procedure in place of the campus Sexual Harassment Complaint Resolution procedure by written notice to the University. The University's Step 2 Grievance response will be issued within fifteen (15) calendar days after such notice to return to Step 2 of the Grievance Procedure is received by the designated campus official.

Article 20 PARKING AND TRANSIT

- A.** ASEs shall have the option to participate in parking and parking-related services that are available to and on the same basis as other similarly situated employees, including but not limited to, pre-tax and payroll deduction options.
- B.** ASEs shall have the option to participate in all transit programs that are available to and on the same basis as similarly situated employees.
- C.** The University reserves the sole right to establish and change parking and transit rates, open and close lots and modify parking and transit conditions and regulations. The University shall provide 30 days advance written notice to the Union of any proposed change or increase in parking and transit rates. The University shall meet upon request of the Union to discuss and receive comments regarding any proposed change in parking and transit rates.

**Article 21
POSTING**

A. CAMPUS WIDE POSTING OF APPOINTMENT OPPORTUNITIES

By March 15th of each year, the University shall begin posting information regarding ASE appointment opportunities for the following academic year on the campus web site. The University may update or edit this information as appropriate. The web site shall contain the following information:

1. The projected number of available ASE positions by department/hiring unit that the University anticipates for the following academic year. This projection is not a guarantee of the actual number of ASE positions that will be available or filled.
2. An employment non-discrimination statement.
3. A general description of the duties performed by each of the classifications covered by the agreement.
4. The "minimum qualifications" by classification as established by and at the sole discretion of the University.
5. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
6. The application procedures or hiring unit contact person for ASE positions.

B. POSTING AT THE DEPARTMENT LEVEL

Nothing in this Article or in this Agreement shall prevent departments or other campus hiring units from providing additional information regarding ASE employment opportunities on bulletin boards or other web sites.

**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 meet and confer in good faith with respect to any provision found to be in contravention of the law.

Article 23
SUMMER SESSION

- A.** All ASEs employed in the Summer Session shall receive the same general range adjustment as ASEs received in the preceding Fall term.
- B.** The following articles apply to ASEs who are employed in the summer session: Recognition, Wages (range adjustment only), DCP, Travel, Health and Safety, Leaves, Holidays, Duration, Workspace and Instructional Support, Parking, Grievance and Arbitration, Waiver, Management and Academic Rights, No Strikes, Non-Discrimination, Union Access and Rights, Union Security, Discipline and Dismissal, Emergency Layoff, Employment Files and Evaluations, Definitions, Severability, Labor-Management Meetings, and Classifications.
- C.** The remainder of the articles in the agreement does not apply to ASEs who are employed in the summer session.
- D.** The topic of Summer Session, and effects of changes on terms and conditions of employment for ASEs employed in Summer Session, shall be reopened for bargaining commencing no later than January 2, 2001.

Article 24
TRAINING & ORIENTATION

- A.** All required training and orientation shall be considered part of the workload for the term, with the exception of pedagogy courses in which an ASE is required to be enrolled. Said pedagogy courses and training requirements shall not be used to reduce the number of ASE appointments.
- B.** The University may require, at its sole discretion, an ASE to satisfactorily complete required training to continue appointment as an ASE. The University may, at its sole discretion, require that an ASE who has not satisfactorily completed required training repeat training without the repeated training counting in workload.
- C.** Unpaid activities for which academic credit is given, or that are academic program requirements for all students in the program, or are training required to meet minimum eligibility requirements (e.g. English language tests), are not considered employment activities and not covered by this agreement.

**Article 25
TRAVEL**

- A. The University shall reimburse ASEs for authorized expenses incurred during required employee-related University business or travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.
- B. The University will not reimburse ASEs for travel between home and the campus.

**Article 26
UNION ACCESS AND RIGHTS**

A. USE OF FACILITIES

1. Access

The university has the right to establish and enforce reasonable access rules and regulations at each campus.

2. U.S. Mail Delivery

United States mail on which postage has been paid and which is received by the University bearing the name of the ASE in the unit and correct specific address will be distributed to the ASE in the unit in the normal manner.

3. Use of mailboxes

In locations where ASEs have mailboxes the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.

4. E-mail use

UAW designated employee representatives may use their university e-mail account in accordance with applicable university policy regarding electronic mail/electronic communications.

B. DIRECTORY INFORMATION AND EMPLOYEE LIST

- 1. The ASE shall be required to release her/his name to the UAW as a condition of employment.
- 2. As soon as practicable, each month the University shall provide the UAW the following information, where available, in a computer readable form: name, home department, employee identification number or last six digits of the social security number (each campus shall provide either the employee identification number for

all employees or the last six digits of the social security number for all employees), classification, title code, percentage appointment, monthly salary, salary rate, amount of monthly dues/agency fees deducted, and home address. In the event an employee has opted to have her/his home address protected under applicable Federal and/or State law, the home address of such employee shall be deleted from this list. The University shall supply the Union with information regarding the gender, race and ethnicity of all ASEs, sorted by discipline (as defined by the University) once a term.

- a. Neither party waives any right it may have to seek or withhold information regarding race, gender and ethnicity sorted by department when necessary for representation purposes.
3. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this information. The University will give the UAW notice of initial costs and any significant changes to those costs prior to the time they are incurred.

C. ACCESS TO THE AGREEMENT

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

D. RELEASE TIME TO MEET AND CONFER

The University will provide release or reassigned time for at least one (1) bargaining team member per campus to meet on a system-wide basis, in the event bargaining occurs on a system-wide basis. The Union shall be required to inform the University of the individual team member to be released or reassigned 30 days prior to the commencement of bargaining. In cases where team members do not know their ASE appointments thirty (30) days prior to the commencement of bargaining, the Union shall inform the University of the individual team member to be released or reassigned when that appointment is known. In cases where team members replace other team members fewer than thirty (30) days prior to the commencement of bargaining, the Union shall inform the University of the individual team member to be released or reassigned 7 days prior to the commencement of bargaining and the University shall make reasonable efforts to release or reassign the individual team member.

**Article 27
UNION SECURITY**

- A. The UAW membership ratification of this Agreement shall constitute notice to the University that the UAW has implemented the provisions of Section 3583.5(a)(1) of the Government Code providing for fair share service fee collection. Effective sixty (60) days from the date of ratification membership dues or fair share service fees shall be

paid to the UAW as a condition of employment. The termination of this Agreement shall not constitute a basis for cessation of said implementation. As a result of said implementation, the parties have agreed as follows, so as to enable full compliance by the Union with the provisions of Sections 3583 through 3585 of the Government Code and other applicable law.

1. 30 days from the date of ratification, the University shall provide to a mailing service firm, designated and paid for by the UAW, computer readable data containing the name and home mailing address of all employees who are employed in the bargaining unit in the last payroll period preceding that date.
2. On each July 1 after the implementation remains in effect, the University shall provide to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing addresses of all employees who are not members of the UAW and who are employed in the bargaining unit on the last payroll period preceding that date.
3. The University shall provide to a mailing service firm designated and paid for by the UAW computer readable data containing the name and home mailing address of all ASEs as soon as practicable, but no later than 45 days of her/his appointment.
4. Membership dues, assessments and standard initiation fees for members and fair share service fees for non-members will be deducted from the wages of ASEs. As soon as practicable, the University shall remit dues, assessments, fees and fair share service fees to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues, fair share fees, and the amounts of any assessments and standard membership initiation fees. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the dues deduction and fair share program. In the event the UAW fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues and fair share remittance to the UAW provided for in this paragraph.
5. As soon as practicable, on a monthly basis, the University will provide a list of ASEs by name, total gross monthly pay, title code, department/hiring unit, amount of dues/fees deducted. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this list.

6. The Employer and the UAW designate the following charities as provided for by Section 3584(a) of the Government Code:
 - a. American Cancer Society
 - b. Habitat for Humanity
 - c. Oxfam

7. The UAW specifically agrees that the University shall assume no obligation other than that specified in this Section A, or any financial liability, including the payment of any retroactive dues/fair share fees, arising out of the provisions of this Article. Further, the UAW 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 in accordance with this Article.

Article 28 WAGES

(Note: all ASE titles *received* a 2% range/rate increase October 1, 1999, including those to be used in summer session).

A. EFFECTIVE ON APRIL 1, 2000 (See Appendix C, Wage Scales)

Increase all ASE salary ranges and wage rates by 1.5%. In addition:

1. Tutors

Increase the minimum hourly rate to \$9.25. Where a campus currently pays a higher rate than this minimum rate, such higher rate shall apply. In addition, Tutors who already are paid a higher rate shall receive the 1.5% increase as set forth in this article.

2. Associate In

Increase the minimum half-time (1/2 X) annual salary to \$14,458.

B. EFFECTIVE OCTOBER 1, 2000

Increase the wage ranges/rates by the general range adjustment provided to non-represented, non-Senate academic employees (anticipated 2%).

C. EFFECTIVE OCTOBER 1, 2001

Increase wage ranges/rates by the general range adjustment provided to non-represented, non-Senate academic employees (anticipated 2%).

D. EFFECTIVE OCTOBER 1, 2002

Increase wage ranges/rates by the general range adjustment provided to non-represented, non-Senate academic employees (anticipated 2%).

- E.** Wage increases for ASEs employed in the summer session will be in accordance with Article 23, Summer Session.

**Article 29
WAIVER**

- A.** Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement.
- B.** With respect to other matters within the scope of negotiations, but not covered in paragraph A above, in the event the University proposes a new policy that has a significant impact on the terms and conditions of employment for ASEs in the unit, the University will meet, upon timely request by the UAW, over the impact of the decision to the extent required by law.
- C.** With respect to other matters within the scope of negotiations, but not covered in paragraphs A or B above, negotiations may be required during the term of this Agreement, but only as provided below.
1. The parties recognize that during the term of this Agreement, it may be necessary for the University to make changes in areas within the scope of negotiations. Where the University finds it necessary to make such changes the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.
 2. The parties shall undertake negotiations regarding the impact of such changes on ASEs when all three of the following exist:
 - a. Where such changes would significantly affect the working conditions of a substantial number of employees in the bargaining unit;
 - b. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and

- c. Where the UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University's notice as described in Paragraph C.1.
3. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement.
4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
5. If the parties disagree as to whether a proposed change is subject to paragraph C. above, such disagreement shall be subject to the Grievance and Arbitration Article of this agreement.

Article 30 WORKLOAD

A. TEACHING ASSISTANT (TA)

1. For purposes of this article only, TA refers to Teaching 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. 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. The number of hours worked in excess of twenty (20) hours per week may not total more than 50 hours per quarter.
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. READERS / TUTORS

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.

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. WORKLOAD DISPUTE RESOLUTION PROCEDURES

Disputes regarding workload arising under this article are not subject to Article 11, Grievance and Arbitration of this Agreement. In the event a dispute arises regarding workload, the procedures set forth in this Article shall apply. The ASE is entitled to a representative throughout this procedure.

1. Step 1

The ASE shall prepare and submit a written complaint to the department head (or designee), and the supervisor. The department head (or designee) shall hold a meeting no later than three (3) business days after receipt of the complaint. At the ASE's request, a representative from the UAW or other representative may also attend.

Notification of Decision: The department head (or designee) shall provide a written decision to the ASE, the ASE's representative, the UAW, in the event the UAW is not the ASE's representative, and supervisor within three (3) business days of the meeting. Resolutions reached at this level and unappealed decisions, although final, shall not be precedential nor inconsistent with this Article.

2. Step 2

If the ASE is not satisfied with the above referenced decision, the ASE shall submit the written complaint, along with any additional relevant materials to the Chancellor's Designee with a copy to the campus labor relations office within five (5) business days of receipt of the Step 1 decision.

The Chancellor's Designee shall provide a written decision to the ASE, the ASE's representative, the UAW in the event the UAW is not the ASE's representative, and supervisor within five (5) business days of receipt of the complaint.

3. Appeal Procedure

If not satisfied with the above referenced decision, the UAW may file a written appeal of the decision within five (5) business days after service of the decision. The appeal must specify the unresolved issues, all relevant facts and the remedy requested. The appeal shall be submitted to Campus Labor Relations. Campus

Labor Relations will immediately notify the parties of the need to appoint panel members.

The dispute will be submitted to a Dispute Resolution Panel, as defined herein.

The Dispute Resolution Panel will be comprised of two campus specific members of the Academic Senate. The UAW and the Chancellor or designee each will name a member to the Panel within five (5) business days of the receipt of the appeal by the Campus Labor Relations Office.

The Dispute Resolution Panel will hold a hearing no later than twenty (20) business days following the filing of the appeal. The Dispute Resolution Panel shall issue a written decision within five (5) business days following said hearing.

In the event the Dispute Resolution Panel is deadlocked and cannot issue a decision, they will select a third person to join the Panel. This third panel member shall be selected from a list set forth in Appendix D on the date the decision is due. The three-member panel will then review the appeal. The three member Dispute Resolution Panel will issue its decision within five (5) business days of the appointment of the third panel member. Said decision will be final and binding and not subject to Grievance and Arbitration, Article 11 of this Agreement.

The list set forth in Appendix D will be comprised of ten (10) names designated by the UAW and ten names designated by the Office of the President. Each individual to be included on Appendix D must be a member of the Academic Senate on any of the University of California campuses, have expertise as a neutral in labor-management dispute resolution, and have expertise in matters of faculty governance. The parties reserve the right to annually amend the names each has respectively designated on Appendix D by September 1 of each year, and when a vacancy occurs.

The Dispute Resolution Panel shall apply the terms of the contract and fashion a remedy where appropriate in a fair and neutral manner.

Disputes regarding the designation of names to Appendix D may be challenged by either party within 30 days of designation and shall be submitted to an arbitrator for resolution.

4. Timelines

Timelines set forth in this Article may be extended for good reason, including the unavailability of one or more participants or the need for more information, or upon mutual consent of the parties.

Article 31
WORKSPACE AND INSTRUCTIONAL SUPPORT

- A.** The University shall provide access to required facilities, services, texts and instructional support. Access to required facilities, services, texts, and instructional support will not be unreasonably denied. These required facilities, services, texts and instructional support may include:
1. Office and desk space, telephone,
 2. A computer,
 3. Storage space,
 4. Office, laboratory, and instructional equipment,
 5. Mailbox,
 6. Office supplies,
 7. Texts and / or reading material.

Article 32
DURATION

- A.** The terms and conditions of this Agreement shall remain in full force and effect commencing on June 1, 2000, and shall terminate September 30, 2003.
- B.** Except as provided herein, neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the Agreement.
- C.** Written proposals for a successor Agreement shall be presented to the University by the UAW no later than March 1, 2003. The University shall present its written proposals for a successor agreement to the UAW no later than April 1, 2003.

EXECUTION OF AGREEMENT

The foregoing Agreement between the Union and the Regents of The University of California, having been duly approved by both parties, is hereby executed on June 1, 2000, by the undersigned authorized representative(s) of each party.

FOR THE UNIVERSITY:

By: _____
Judith W. Boyette
Associate Vice President
Human Resources & Benefits

By: _____
Gayle Cieszkiewicz
Director, Labor Relations

By: _____
Darren W. Lee
Assistant Director, Labor Relations

By: _____
Leslie Sanchez
Labor Relations Manager, UC Santa Barbara

APPROVAL AS TO FORM:

Carole Rossi
University Counsel
The Regents of the University of California

FOR THE UNION:

By: _____
Elizabeth Bunn
Vice President
International Union, UAW

By: _____
Jim Wells
Director, UAW Region Five

By: _____
Mary Ann Massenburg
International Representative, UAW

By: _____
Michael J. Miller
International Representative, UAW

By: _____
Tanya Mahn
International Representative, UAW

By: _____
Philip Zwerling, ASE/UAW
Bargaining Team Member