

Article 12 - TEACHING ASSISTANTS/GRADUATE ASSISTANTS

A. Notification of Criteria for Appointment and Reappointment

Academic departments that have employed Teaching Assistants and Graduate Assistants in each of the previous three semesters shall provide notice in writing of the departmental criteria for such appointments or reappointments. Individual contract letters shall be issued to Teaching Assistants and Graduate Assistants upon appointment and reappointment and, pursuant to the above provision, where written criteria for appointment or reappointment exist, they shall be included with the appointment letter.

The letter offering appointment or reappointment will include the following information, to the extent known at the time of the appointment letter.

- Appointment title
- Appointment ratio
- Effective dates and duration of appointment
- Hiring unit
- Hiring unit contact
- A summary of the nature of required duties
- Salary
- Health and other applicable benefits
- Costs of tuition or fees that are required as a condition of employment, if any
- Tuition and fee waiver or exemption information
- Response requirements, if any
- A statement that the position is covered by this collective agreement
- The current collective agreement website address
- The address of the Rutgers AAUP-AFT's website

The appointment letter is advisory and cannot be the basis for a grievance under Article 9 of this Agreement. The letter may be used as evidence in a grievance based on a claim that arises independent of the letter.

Effective the Spring Semester 2020, full-time PhD students who are paid a salary by Rutgers University to teach courses in a Rutgers University academic program during an academic year, and prior to the PhD student's admission to candidacy, or through the completion of the fifth year of the doctoral program, whichever is sooner, shall be appointed only as Teaching Assistants for such assignments.¹³

The University shall continue to encourage all departments and programs when appropriate to appoint full-time graduate students as full-time teaching and graduate assistants.

¹³ This provision of Article 12 is not a definition of or limitation on the duties or assignments that constitute TA or GA negotiations unit work.

The administration shall provide to the AAUP-AFT by August 15 of each year evidence of how this encouragement has been carried out during the previous academic year.

B. Notice of Reappointment

All currently employed Teaching Assistants and Graduate Assistants shall be notified by the University in writing of their status for the coming academic year on or before April 30 for Fall semester appointments and October 31 for Spring semester appointments. Notification shall be either a) reappointment, or b) non-reappointment, or c) waiting list, with reappointment contingent upon the availability of funding or the meeting of other previously established and announced criteria. Departments shall be encouraged to minimize the use of the waiting list option, where academically feasible. Notification of non-reappointment shall include written explanation of the reasons. Notification of waiting-list status shall indicate if reappointment is contingent upon the availability of funding or the meeting of other previously established and announced criteria that shall be specified in the notice, or both. If notification is of waiting-list status, a graduate student shall be further notified of the number of Teaching Assistants and Graduate Assistants employed in the department in the current year and the number of appointments already offered in the department for the coming year. The names of those individuals who receive notification of non-reappointment shall be forwarded to the AAUP-AFT within 20 working days of the notice of non-reappointment.

A graduate student who is placed on a waiting list shall be notified as soon as possible of a change in his/her status. Upon request by a graduate student on the waiting list he/she shall receive a second notification in writing from the department, on or before June 30, of the number of appointments already offered in the department for the coming year.

C. Workload

The professional activities of TAs and GAs are of such a nature that the output produced or the result accomplished is difficult to precisely measure in relation to a given period of time. In determining the amount of time expected for a teaching assignment, consideration shall be given to such factors as type of instruction, number of students instructed, and all other factors, including those specific to the course or group of courses to which the instructional duty expectations apply. For both Teaching Assistants and Graduate Assistants, weekly fluctuations above and below the hours referred to in this Article 12 are expected. No TA or GA will be instructed to work more total hours for the term of appointment than stipulated in this article.

Teaching Assistants who have responsibility for a course shall normally be notified in writing at least four weeks prior to the beginning of the semester of their assignment for the coming year. All other Teaching Assistants and all Graduate Assistants normally shall be notified of their assignments at least five working days before the first day of classes. It is understood that unexpected circumstances may require modification of assignments. If a Teaching or Graduate Assistant's assignment is changed substantially subsequent to notification, the appropriate unit will provide notification in writing of the change. Graduate students may, at the time of their

application for a Teaching Assistant position, indicate any preference they have with regard to teaching assignments.

Although it is understood that weekly workload will fluctuate during the term of appointment, a Teaching Assistant with a full-time appointment shall be required to work no more than an average of fifteen hours per week during the term of appointment on specifically assigned duties related to his/her appointment, excluding non-TA-related activities associated with academic progress toward the degree. A Teaching Assistant with less than a full-time appointment shall work a prorated portion of a full-time appointment on specifically assigned duties related to his/her appointment, excluding non-TA-related activities associated with academic progress toward the degree.

Although it is understood that weekly workload will fluctuate during the term of appointment, a Graduate Assistant with a full-time appointment shall be required to work no more than an average of fifteen hours per week during the term of appointment on specifically assigned duties related to his/her appointment, excluding work associated with academic progress toward the degree. A Graduate Assistant with less than a full-time appointment shall work a prorated portion of a full-time appointment on specifically assigned duties related to his/her appointment, excluding work associated with academic progress toward the degree.

The parties recognize that informal discussion may be the most effective way to resolve problems in assignment of duties. If at any time over the course of an appointment, a Teaching Assistant or Graduate Assistant reasonably believes that his/her specifically assigned duties routinely require hours that will cumulatively exceed the hours of effort required by the appointment percentage over its full term, he/she may raise the matter with the department chair, unit head, or appropriate graduate director. The department chair, unit head, or appropriate graduate director may reject the claim, or direct either an adjustment in specifically assigned duties or, pending availability and approval of funding, an adjustment in the appointment. If no satisfactory resolution is achieved, the matter may be raised as a Category Two grievance under Article 9 of this Agreement.

This Agreement should not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward his/her degree.

Claims of violations of the above provisions shall be heard as Category Two grievances under Article 9 of this Agreement.

D. Term of Appointment

The term of the work year for Teaching Assistants and Graduate Assistants with academic year appointments is from August 25 to Commencement, or an equivalent period. However, the terms of appointment for such Teaching and Graduate Assistants shall be set forth as September 1 to June 30 for payroll purposes only. The period of the work year prior to September 1 shall be

used solely for orientation, training, and preparation related to the Teaching or Graduate Assistant's assignment.

The term of the work year for Teaching Assistants and Graduate Assistants with calendar year appointments is the entire year, with the exception of a vacation of one month.

E. Training

All Teaching Assistants shall be required, as appropriate, to participate in a teaching-effectiveness workshop or workshops. Such workshops shall be designed and conducted by the Graduate Schools and, when appropriate, by individual departments and programs that utilize Teaching Assistants, or by groups of related departments and programs. Such programs shall be offered at a time that is within the term of the work year.

Where possible and consonant with departmental practice, the University shall provide reasonable access to facilities, services such as copying and printing for assigned duties, texts and instructional support required for the position. Examples of access and instructional support that may be provided include, but are not limited to:

1. Office and desk space and telephone;
2. A computer with internet access;
3. Storage and laboratory space;
4. Mailbox;
5. Office supplies;
6. Texts and/or reading material;
7. Access to photocopying for necessary course materials; and
8. Printing facilities.

F. Tuition Reduction Program

As provided for in Section 117(d) of the Internal Revenue Code, there shall be a qualified tuition reduction program which provides qualified tuition reduction to Teaching and Graduate Assistants covered by this agreement. Pursuant to that program, there shall be no required college fee or computer fee, except that in the case of a part-time TA/GA who is a full-time student, the educational assistance shall be limited to the amount of the applicable full-time college fee less the amount of the part-time college fee applicable to the student's school or college, plus the computer fee.

Required student fees paid by part-time teaching assistants and graduate assistants may be paid by way of bi-weekly payroll deduction.

G. Information

1. Sixty (60) calendar days after the end of each semester (beginning with the end of the fall semester 2019) the University shall provide the AAUP-AFT with the

following information for each full-time graduate student (employed by the University in a position that compensates the graduate student for an average of 8 or more hours of work per week over the course of a semester) who is not in TA or GA position: (a) name; (b) employing department/unit/school; (c) number of hours worked during each week of the semester; and (d) a description of the work performed by the employee.

2. If the AAUP-AFT asserts that any of the graduate students identified in the information provided pursuant to paragraph 1 above should have been classified as a TA/GA during the semester for which the information was provided, the AAUP-AFT may identify those students to Academic Labor Relations, along with the information upon which it relies in support of its position.
3. If Academic Labor Relations determines that any full-time graduate students employed by the University should have been in a TA or GA position for the work performed, Academic Labor Relations shall notify the AAUP-AFT and the department/unit in which the graduate student was employed.¹⁴ Further, Academic Labor Relations shall advise the department/unit that if it is going to employ a graduate student in a subsequent semester, performing the same role as the graduate student worked in the semester at issue, the department shall employ the graduate student as a TA/GA.

¹⁴ The time for filing a grievance alleging the improper classification of a graduate student employed by the University shall run from the date of receipt of information by the AAUP-AFT pursuant to section H of this Article.