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STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD

# UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 04/07/2023

**INSTRUCTIONS:** File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES  If so, Case No \_\_\_\_\_ NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

a. Full name: UAW Local 2865 (See Attachment "A" for full name))

b. Mailing Address: 2730 Telegraph Avenue, Floor 1, Berkeley, CA 94705

c. Telephone number: (510) 549-3863

d. Name and title of agent to contact: Margo A. Feinberg, Attorney for Charging Party  
E-mail Address: margo@ssdslaw.com  
Telephone number: (323) 655-4700 Fax No.: (323) 655-4488

e. Bargaining Unit(s) involved: Academic Student Employees (BX)

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

a. Full name: Regents of the University of California

b. Mailing Address: 1111 Franklin Street 8th Floor, Oakland, CA 94607

c. Telephone number: (510) 987-9220

d. Name and title of agent to contact: Nadine Fishel, Associate Director, Labor Rel.  
E-mail Address: nadine.fishel@ucop.edu  
Telephone number: (510) 987-0434 Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:  
b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:  
b. Mailing Address:  
c. Agent:

## 5. GRIEVANCE PROCEDURE

<sup>1</sup>An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes  No  Unknown

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#### 6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:  
Gov. Code §§ 3565, 3570, and 3571(a),(b),(c), and (d); PERB Regulation 32611(a)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (***a copy of the applicable local rule(s) MUST be attached to the charge:***)

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

See Attachment "A"

#### DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Margo A. Feinberg, Attorney for  
Charging Party

(Type or Print Name)

/s/ Margo A. Feinberg, Attorney for Charging  
Party

(Signature)

04/07/2023

Date



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STATE OF CALIFORNIA  
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**UNFAIR PRACTICE CHARGE**

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IS THIS AN AMENDED CHARGE? YES  If so, Case No. NO

1. CHARGING PARTY: EMPLOYEE  EMPLOYEE ORGANIZATION  EMPLOYER  PUBLIC<sup>1</sup>

a. Full name: UAW Local 2865 (See Attachment "A" for full name)  
b. Mailing address: 2730 Telegraph Avenue, Floor 1, Berkeley, CA 94705  
c. Telephone number: (510) 549-3863  
d. Name and title of person filing charge: Margo A. Feinberg, Attorney for Charging Party E-mail Address: margo@ssdslaw.com  
Telephone number: (323) 655-4700  
e. Bargaining unit(s) involved: Academic Student Employees (BX)

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION  EMPLOYER

a. Full name: Regents of the University of California  
b. Mailing address: 1111 Franklin Street, 8th Floor, Oakland, California 94607  
c. Telephone number: (510) 987-9220  
d. Name and title of agent to contact: Nadine Fishel, Associate Director, Labor Rel. E-mail Address: nadine.fishel@ucop.edu  
Telephone number: (510) 987-0434

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

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a. Full name:  
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<sup>1</sup> An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

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Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes  No  Unknown

6. STATEMENT OF CHARGE

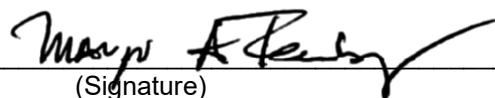
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  - Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
  - Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
  - Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
  - One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code., § 98160 et seq.)
  - The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
  - Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
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- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Gov. Code §§ 3565, 3570, and 3571(a),(b),(c), and (d); PERB Regulation 32611(a) Unknown
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge)**:
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.) See attached

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on 04/07/2023

at Berkeley, California (Date)  
(City and State)

Margo A. Feinberg, Attorney for Charging Party  
(Type or Print Name and Title, if any)

  
(Signature)

Mailing Address: Schwartz, Steinsapir, Dohrmann & Sommers LLP,  
6300 Wilshire Boulevard, Suite 2000, Los Angeles, California 90048

E-Mail Address: margo@ssdslaw.com

Telephone Number: (323) 655-4700



**ATTACHMENT “A”  
TO UNFAIR PRACTICE CHARGE  
PERB NO. UNASSIGNED**

**1(a). Charging Party.**

**Full name:**

- International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 2865 (“Local 2865” or “Union”).

**6(d). Statement of the Conduct Constituting an Unfair Practice**

**I. INTRODUCTION AND SUMMARY OF CHARGES.**

Local 2865 is the exclusive representative for matters within the scope of representation for all employees of the University within the ASE Unit as certified by the Public Employment Relations Board (“PERB”) in petition number(s) SF-R-694-H and SF-R- 830-H (Berkeley), SF-R-806-H (Davis), SF-R-834-H (Irvine), SF-R-813-H (Los Angeles), SF-R-831-H (Riverside), SF-R-828-H and SF-R-805-H (San Diego), SF-R- 815-H (Santa Barbara), SF-R-829-H and SF-UM-741-H (Santa Cruz), and SF-UM-629-H (Merced).

As detailed below, the University breached its duty to bargain in good faith with Local 2865. The University violated the Higher Education Employee-Employer Relations Act (“HEERA” or the “Act”), Sections 3565, 3570, and 3571(a)-(d) by:

- Refusing or failing to meet and confer and bargain in good faith with Local 2865 regarding addressing fee remission, work intensity, and increasing staffing in the EECS Department and Data Science and the ground rules and procedures the Parties agreed upon to negotiate these terms and conditions;
- Engaging in surface bargaining;
- Making predictably unacceptable proposals;
- Unilaterally changing the ground rules and procedures the Parties agreed upon to negotiate regarding fee remission, work intensity, and staffing in the EECS Department and Data Science, and, by extension, the substantive terms and conditions;
- Communicating unilateral changes to current employees without first bargaining with the Union;
- Bypassing Local 2865 and dealing directly with unit employees regarding matters within the scope of bargaining;

- Conditioning discussions of mandatory subjects of bargaining on non-mandatory subjects of bargaining;
- Proposing that the Union waive its statutory rights;
- Refusing to deal and bargain in good faith with the Union's chosen bargaining representatives;
- Interfering with the administration and internal affairs of the Union; and,
- Interfering with, restraining, or coercing employees' exercise of rights guaranteed under HEERA;
- Interfering with, restraining, or coercing employees because of their exercise of rights guaranteed under HEERA;
- Refusing to timely produce relevant information that Local 2865 requested and is necessary for the Union to fulfill its duty as the exclusive bargaining representative.

This misconduct also violated California Government Code sections 3550 and 3560(e), and the Prohibition on Public Employers Deterring or Discouraging Union Membership ("PEDD"), PERB Regulation 32611(a).

## II. STATEMENT OF CHARGES.

### A. Background.

Local 2865 and the University are parties to a collective bargaining agreement covering the ASE Unit (Attached as **Exhibit 1** is a true and correct copy of the Parties current collective bargaining agreement). The Parties tentatively agreed to this collective bargaining agreement on or about December 16, 2022, with ratification by bargaining unit members on December 23, 2022.

As part of the ASE unit collective bargaining agreement, the Parties agreed to a Side Letter to address fee remission, work intensity, and increasing ASE staffing for courses in the EECS Department and Data Science at the UC Berkeley Campus. (Exhibit 1, p. 117.) The Side Letter states:

The parties agree to the following regarding the development of a long-term model for the staffing and fee remission of Academic Student Employees (ASEs) at UC Berkeley Campus.

- A. The parties agree to negotiate a Side Letter to the UC-UAW collective bargaining agreement to address increasing ASE staffing for courses in the

EECS department and courses in Data Science. The Side Letter may include additional departments and courses as agreed to by the parties.

- B. It is the intent of the parties to discuss the work intensity, improve working conditions, decrease wait times for instructional services, and improve the overall quality of instruction of ASEs in certain courses.
- C. The negotiations will begin no later than thirty (30) days within ratification and conclude by February 1, 2023. The parties may mutually agree to extend these timelines.
- D. If the parties have not reached an agreement within the agreed upon deadline, the parties shall engage in mediation to try to reach an agreement. The parties shall request either a state mediator or choose a different mediator no later than fifteen (15) days after the passing of the agreed upon timeline. Mediation shall occur within thirty (30) days of the request for a mediator, unless another timeline is mutually agreed to.
  - a. If a settlement is reached in mediation, the settlement shall be in writing and signed by the parties.
  - b. If no agreement is reached, then the parties shall follow the collective bargaining agreement regarding fee remission for any UGSIs and any previously agreed to staffing models may be revised at the sole discretion of the University.
- E. The University and the Union shall hold at least one (1) joint Town Hall meeting within thirty (30) days of ratification. The Town Hall shall include representatives from the undergraduate student community. The parties shall mutually develop the agenda of the Town Hall.
- F. The parties shall meet to negotiate the scope, timeline, and cost of the University providing necessary and relevant information related to negotiating the Side Letter within fifteen (15) days of ratification. The Union shall withdraw Unfair Practice Charge No. SF-CD-1399-H.

*(Ibid.)*

**B. The University Presented Economic Proposals which were Predictably Unacceptable and are Indicia of Bad Faith.**

The Parties met and conferred during bargaining sessions on February 13, 15, 22, and 24 and March 1, 3, 6, 8 10, 14-16, and 21-22, 2023. The Parties' second bargaining session on February 15, 2023 began with ASEs discussing the significant work intensity and overwork they were experiencing due to the understaffing in different EECS and Data Science courses. University chief bargaining spokesperson John DeNero then made a presentation regarding how the University would staff EECS and Data Science courses assuming the Parties were not able to reach an agreement and negotiate a side letter. (Attached as **Exhibit 2** is a true and correct copy

of the PowerPoint slides from DeNero's February 15, 2023 presentation, titled "EECS/Data Course Staffing 23-24 Scenarios (Assuming No Side Letter)".) Despite acknowledging that he did not yet have instructional budgets for EECS and Data Science for the 2023-2024 academic year, DeNero stated that, based on preliminary estimates, rehiring the same undergraduate ASEs for the 2023-2024 academic year would result in a \$6 million deficit and presented two scenarios for reducing the \$6 million deficit assuming the Parties did not reach an agreement. (*Id.*, pp. 2-4.) DeNero further stated that the University would likely implement one of the two scenarios if the Parties did not reach an agreement. The first scenario entailed drastically reducing enrollment and ASE positions and hours worked. (*Id.*, p. 5.) The second scenario involved switching to two mega-sections per course and "reorganizing" course staff to eliminate undergraduate TAs positions and have 2-3 20 hour head TAs (mostly graduate students) and fill the remaining work hours with readers and tutors as needed per course. (*Id.*, p. 6.) DeNero stated that the second scenario was preferable and was likely the path he would take if the Parties were unable to reach an agreement.

On March 6, 2023, the Union presented its first economic proposal. (Attached as **Exhibit 3** is a true and correct copy of the bargaining proposal the Union presented during the March 6, 2023 bargaining session.) The Union proposed lowering undergraduate TA fee remissions to 60% of their value under the current CBA for an 8-hour TA (20% FTE) and accepting smaller wage increases than are guaranteed under the contract (a 46% increase over the life of the CBA rather than a 57% increase) in exchange for a binding commitment from the University to substantially increase EECS and Data Science course staffing by a specified percentage. (*Id.*, pp. 3-4.)

On March 15, 2023, the University responded to the Union's proposal with its own proposal. (Attached as **Exhibit 4** is a true and correct copy of the bargaining proposal the University presented during the March 15, 2023 bargaining session.) The University proposed: eliminating fee remission guaranteed under the current contract for all undergraduate TAs (currently worth \$6,435 per semester); reducing the wages of most undergraduate TAs by 35% as of 8/1/2023, 46% as of 10/1/2023, and 51% as of 10/1/2024 compared to the current contract; and, converting all undergraduate TA positions from salaried to hourly positions which meant the University would have to pay undergraduate TAs for fewer weeks each semester. (*Id.*, pp. 4-5.) The University also proposed an unenforceable provision to increase staffing by 10% that the University could unilaterally modify or eliminate at its discretion at any time, and, therefore, did not represent an actual offer to increase staffing and was meaningless. The non-binding 10% increase in staffing would also be achieved primarily by hiring lower-paid tutor and reader positions. (*Id.*, p. 5.)

On March 16, 2023, the Union responded to the University's proposal, stating that it not only failed to address the Union's primary concerns of increasing staffing in EECS and Data Science courses but actively eroded the rights, compensation, and benefits of undergraduate ASEs under the contract by eliminating fee remission, converting them to hourly employees, and dramatically reducing their wages. The Union then presented its own proposal. (Attached as **Exhibit 5** is a true and correct copy of the bargaining proposal the Union presented during the March 16, 2023 bargaining session.) The Union proposed lowering the fee remission for 8-hour undergraduate TAs to 50% of their value under the current CBA and a 25% increase in EECS

and Data Science course staffing that would be an enforceable term under the contract. (*Id.*, pp. 4-6.)

The University responded with a proposal the same day that, substantively, only changed the reduction in wages in their proposal. (Attached as **Exhibit 6** is a true and correct copy of the bargaining proposal the University presented during the March 16, 2023 bargaining session.) The University proposed maintaining the elimination of fee remission for undergraduate TAs guaranteed under the current contract and maintaining dramatic wage reductions compared to the current contract. The University also maintained its unenforceable provision to increase staffing. (*Id.*, pp. 4-5.) Even though the University expressly increased its staffing proposal from 10% to 15%, it was a distinction without a difference over its previous staffing proposal because the University could unilaterally modify or eliminate the increase at any time.

On March 21, 2022, the University presented another proposal. (Attached as **Exhibit 7** is a true and correct copy of the bargaining proposal the University presented during the March 21, 2023 bargaining session.) The University again proposed eliminating fee remission for all undergraduate TAs guaranteed under the current contract and reducing wage rates by the same amounts compared to the current contract but included another meaningless (and insulting) provision that undergraduate TAs could elect to have the University pay their compensation as a fee remission. (*Id.*, pp. 4-5.) The University again maintained its unenforceable provision to increase staffing by 15%, which remained illusory because the University could unilaterally modify or eliminate the increase at its discretion at any time. (*Id.*, pp. 5-6.)

**Summary of 20% FTE Undergraduate TA/UCS2 Working Conditions Under Current Contract, Union’s Proposal, and University’s Proposal**

	Current Contract	Union’s 3/24 Proposal for EECS/DS	University’s 3/21 proposal for EECS/DS
Wages	<p>Current rate: \$1000 per month in wages</p> <p>As of 8/1/23: At least \$1000 per Month in wages</p> <p>As of 10/1/23: At least \$1,251 per Month in wages</p>	<p>Current rate: \$1000 per month in wages</p> <p>As of 8/1/23: At least \$1000 per Month in wages</p> <p>As of 10/1/23: At least \$1,075 per Month in wages (14% reduction from current contract)</p> <p>As of 10/1/24: At least \$1,156 per</p>	<p>Current rate: \$1000 per month in wages</p> <p>As of 8/1/23: \$649 per month in wages (35% reduction from current contract)</p> <p>As of 10/1/23: At least \$679 per Month in wages (46% reduction from current contract)</p> <p>As of 10/1/24: At least \$709 per Month</p>

	As of 10/1/24: At least \$1,460 per Month in wages	Month in wages (21% reduction from current contract)	in wages (51% reduction from current contract)
Fee Remission	100% of Fee Remission guaranteed under Article 11 – Fee Remission of the CBA (currently worth \$6,435 / semester)	40% of Fee Remission guaranteed under Article 11 – Fee Remission of the CBA (currently worth \$2,574 / semester)	0% of Fee Remission guaranteed under Article 11 – Fee Remission (\$0 per semester)
Staffing	No EECS/DS Staffing Commitment	Binding 15% increase in staffing including commitment to increasing TA equivalent positions (CS2s and CS3s), meet and confer if significant and consequential reduction in the University’s ability to fund instruction in EECS and Data Science	Unenforceable provision to increase staffing by 15% primarily by hiring more lower-paid readers and tutors, can be unilaterally changed at any time by UC with no obligation to meet and confer

DeNero’s presentation of the doomsday scenarios the University would likely pursue if the Parties were not able to reach an agreement at just the second bargaining session demonstrates that the University entered negotiations with a “take-it-or-leave-it” attitude and had no intention of reconciling differences or reaching an agreement. (*City of Glendale* (2020) PERB Dec. No. 2694-M, at pp. 66; *City of San Ramon* (2018) PERB Dec. No. 2571-M, at pp. 8-9.) The University presented its position as an ultimatum, communicating to the Union that it had a choice of either accepting its forthcoming proposals or the University would impose its doomsday scenarios. Consistent with its “take-it-or-leave-it” stance, thereafter the University presented predictably unacceptable economic proposals, failed to exchange any reasonable economic proposals that would move the Parties towards reconciling differences and reaching an agreement, and engaged in other egregious misconduct. (See *id.*)

It is an indicia of bad faith to make proposals that are predictably unacceptable to the other party. (*Oakland Unified School District* (1983) PERB Decision No. 326, at p. 38.) While many of the terms in the University’s proposals may be deemed predictably unacceptable to the Union, the University’s terms related to fee remission, work intensity, and compensation are illustrative. Due to steep rises in tuition, the Union made fee remission one of its top priorities when it bargained its first CBA with the University in 1999-2000 and it has remained a top priority and important term in every successor contract and the collective bargaining relationship

between the Parties since then. The Union proposed significant reductions in undergraduate TAs' fee remission and wage increases under the current contract in exchange for a 25% increase in course staffing. In response, the University has not presented any serious proposal that offers anything of substance or any real consideration. Its proposals are all substantively the same, proposing to eliminate altogether the longstanding benefit of fee remission, to dramatically reduce wages, and to make increases in staffing that it can then unilaterally eliminate or modify at its discretion at any time, which is the same as not offering to increase staffing to begin with. (*San Bernardino City Unified School Dist.* (1998) PERB Dec. No. 1270, at pp. 83-84.) The University's predictably unacceptable proposals further demonstrate that it is merely going through the motions of negotiations and does not have a subjective intent to reach an agreement.

C. **The University Unilaterally Announced that Bargaining is Over and that Mediation will be Closed and Exclude ASEs, Engaged in Direct Dealing, and Interfered with Union Activities.**

At a bargaining session on March 16, 2022, the University and Union exchanged and discussed their respective proposals. Towards the end of the meeting, and after caucusing and considering the University's response to the Union's proposal and the University's presentation of its proposal, Union representative Tanzil Chowdhury suggested that the Parties move towards mediation. The University's representatives agreed with the Union's suggestion based on their conduct and the Parties briefly discussed but could not agree on a mediator and agreed to continue discussing potential mediators. At the end of the meeting, University chief bargaining spokesperson John DeNero asked whether the Parties still wanted to meet the following day for their scheduled bargaining session and if he should also look into reserving rooms for the bargaining sessions scheduled for the following week. Chowdhury responded that the Parties could hold off on meeting again so that the Parties could continue conferring and working towards finding and selecting a mediator.

On or about March 17, 2022, the University, through its agent DeNero, publicly announced in an online YouTube video directed at bargaining unit members that bargaining was over and that mediation would be closed and exclude bargaining unit members from the process. (**Exhibit 8**, the March 17, 2023 virtual video announcement, can be found at <https://www.youtube.com/watch?v=bTPJdz5e-ZU>.) Specifically, towards the end of the online YouTube video, titled "2023 EECS/Data Course Staff Compensation," DeNero stated the following:

<<

However, *bargaining has ended. The UAW team did not offer to continue bargaining but instead suggested that we move to mediation. Mediation is a closed process that will include only the bargaining teams so the voices and opinions of the undergraduates affected by this will not be part of the process anymore.* But we just don't know how this will evolve. The one thing I do know is that *the more students who are informed and thinking about this issue, the more the final solution will represent what the undergraduates in EECS and Data really want. With that end, we'll host a Town Hall on Monday in Wozniak Lounge starting at 2:00. And if you ever want to contact me directly to give me feedback anonymously, there is a link on my website where you can do that.* Thanks for listening.



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(*Id.*, 31:02 (emphasis added).)

On or about March 17, 2022, the University, through its agent DeNero again publicly announced in a Slack message ASEs that bargaining was over and that mediation would be closed and exclude bargaining unit members from the process. (Attached as **Exhibit 9** is a true and correct copy of the March 17, 2023 Slack message announcement.) Slack is a messaging application that the University uses to communicate with ASEs. Specifically, DeNero stated the following:

A town hall about course staffing in CS, DS, EECS, and EE courses will be held on Monday:

2:10pm-3:30pm Monday 3/20 in Wozniak Lounge (430 Soda Hall)

***The UAW did not offer to extend bargaining past yesterday, and so bargaining has ended.*** No agreement was reached about a side letter regarding undergraduate course staff positions in EECS and Data Science. ***The university and UAW are discussing mediation, which involves a closed session, in contrast to the public bargaining sessions that we have held for the last five weeks.***

Here's an update about bargaining this week that discusses course staff compensation:  
<https://youtu.be/bTPJdz5e-ZU>

(*Id.*) The last line in DeNero's Slack message directed bargaining unit members to a link of DeNero's online video announcement from earlier in the day. (*Id.*)

On or about March 18, 2022 (a Saturday), the University, through its agent DeNero, again publicly announced, on a Reddit social media thread started by an undergraduate ASE to discuss the status of bargaining, that bargaining was over and that mediation would be closed and exclude bargaining unit members from the process. (Attached here as **Exhibit 10** is a true and correct copy of the Reddit social media thread.) Responding to both the original posting by the ASE and subsequent postings, ASE Gabriel Classon posted a message criticizing the University's most recent proposal for a non-binding target increase in staffing hours as "completely meaningless, since they have the power to change it unilaterally for any reason . . . [and, essentially,] the university wants to give ASEs a *guaranteed* pay cut while not guaranteeing any staffing increase, which is a complete nonstarter." (*Id.*, p. 2. (emphasis in original).) Classon further criticized the University's recent announcements that the bargaining process was over and that mediation would be closed because they suggested that an agreement could not be reached and that "ASEs have put the entire department in this precarious situation by suggesting mediation." (*Id.*) Classon also stated that, "The bargaining process *will* continue and an agreement can still be reached [and] [w]hether the process will be open or not is a decision for the mediator to make." (*Id.* (emphasis in original).) At the time of the post, Classon was a TA in Course CS 61A (and a member of the Union bargaining team) and was directly supervised by DeNero, the professor assigned to teach the course. Directly responding to Classon's posting and the original posting by an ASE, DeNero stated the following:

The commitment to increase staffing in our supposal will lead to increased staffing as long as there is no major change to the university, such as a pandemic or another massive decrease in state support. I don't personally make empty commitments, and neither does the EECS department as a whole. ***To call this commitment "completely meaningless" is misinformation.***

....

***I don't mean to mislead anyone by stating that bargaining is over. The public bargaining process in which we have been engaging for the last 5 weeks is over. Mediation is like bargaining, but also very different in that it is a closed-room process between the university bargaining team (myself, Ani Adhikari, Josh Hug, Mara Otero) and the union bargaining team led by Tanzil Chowdhury (Material Science PhD student) and Garrett Strain (former Sociology PhD student). Many of the students actually affected by an EECS/Data undergrad side letter just started paying attention (which is great). It seems like an odd moment to exclude them from the process.***

>>

(Exhibit 10 at 2-3.)

The University did not provide the Union with notice or an opportunity to bargain the change before publicly announcing the change to bargaining unit members through the online YouTube video, Slack messages, and Reddit social media postings.

Moreover, the University has refused to rescind or amend the online YouTube video, Slack, and Reddit announcements stating that bargaining was over and that mediation would be closed and exclude bargaining unit members from the process. On March 19, 2023, the Union requested that the University rescind or amend its statements. (Attached as **Exhibit 11** is a true and correct copy of the March 19, 2023 email exchange between Chowdhury and DeNero.) On Sunday, March 19, 2023, Union representative Tanzil Chowdhury emailed DeNero and stated following:

1) As we go through the process of searching for mediators, we were hoping to schedule bargaining sessions next week. We have availability Monday through Wednesday, so let us know when you are available and can book some space.

....

3) We had some concerns regarding the language in a few communications that went out from John after our Thursday session. Namely, ***we are concerned about the statement that "bargaining has ended" -- I worry that this gives off the impression that the process as a whole has ended and that we are unable to continue our discussions while we search for a mediator. We are also concerned with the description of the terms of mediation, which I would hope that we can sit down and discuss before landing on unilaterally. We are committed to a mediation process that ensures that workers will***

*remain involved, as I'm sure you are as well. We would sincerely appreciate it if you could amend your communications that have already gone out and be clear on these issues in communications going forward.* If there is any confusion on these items, please do not hesitate to reach out, I'm sure we can discuss to clear things up.

(Exhibit 11, p. 1 (emphasis added).)

DeNero responded the same day and stated the following:

Regarding (1), Ani, Josh, and I have continued to discuss ways to address some of the points on which we have yet to converge, and I'd be happy to share those once we get a chance to talk them over with Mara.

*I have reserved 373 Soda on Tues 3:30-5 and 380 Soda on Wed 3-5.* I believe Mara is not available Wednesday, but perhaps someone else can join from labor relations.

***Regarding (3), I'm sorry if I've added confusion — I thought that the public process we were undergoing was called "bargaining" and that mediation would have quite a different character, but this is based only on a short conversation with Mara. I have not participated in formal bargaining or mediation before — past agreements related to EECS/Data were worked out largely over email with one or two meetings. A discussion to clear up expectations about mediation would be great. Tomorrow is the EECS faculty retreat — I'm afraid Josh and I will be tied up in faculty hiring discussions all morning. But I hope we can chat soon to figure out how to make the most of this week.***

(Exhibit 11, p. 2-3 (emphasis added).) Notably, DeNero did not agree to remove or amend his announcements of the unilateral changes the University made regarding the bargaining process and mediation. Nor, to the Union's knowledge, has the University otherwise rescinded its unilateral actions or removed or amended its announcements regarding those unilateral actions.

The University's unilateral actions altered the terms and conditions of employment of ASEs within the scope of Local 2865's representation and UC's duty to bargain with the Union. By the above acts, the University has unilaterally changed the ground rules and procedures the Parties agreed to in the Side Letter for negotiating a subsequent agreement to address fee remission, work intensity, and staffing of ASEs who work in the EECS Department and Data Science. (See Exhibit 1, p. 117; *County of Orange* (2018) PERB Dec. No. 2594-M, at pp. 8-16 (parties must bargain over ground rules and procedures for negotiation in the same manner as they do for substantive terms and conditions); *City of Arcadia* (2019) PERB Dec. No. 2648-M, at pp. 34-37 (City violated its duty to meet and confer in good faith by unilaterally imposing ground rules and deadlines for phases of negotiations).) Because these ground rules and procedures relate to how fee remission, work intensity, and staffing are to be negotiated, the University's misconduct has also unilaterally changed the underlying substantive terms and conditions of employment. As such, the University has repudiated, breached, and/or modified the Side Letter and the collective bargaining agreements' provisions regarding fee remission,

work intensity, and staffing and other related terms and conditions of employment and modification of past practices.

The University failed to give Local 2865 reasonable advance notice or an opportunity to bargain over these matters affecting mandatory subjects of bargaining before the decisions and announcements were made and communicated to ASEs. The University failed to meet and confer with the Union regarding changing the ground rules and procedures even though the UC had been meeting regularly with Local 2865 for the very purpose of bargaining over fee remission, work intensity, and staffing. Indeed the University announced its unilateral decisions through online YouTube videos, Slack messages, and Reddit social media postings directed at ASEs while negotiations with Local 2865 regarding the phases of negotiations and substantive terms and conditions were still ongoing. Yet, at no point did the UC meet and confer with the Union before repeatedly announcing that bargaining was over and that mediation would be closed and exclude ASEs.

Instead of bargaining in good faith with the Union before announcing its unilateral changes, the University announced and disseminated this information directly to individual ASEs via online YouTube videos, Slack messages, and Reddit social media postings. Furthermore, instead of bargaining in good faith with Local 2865 over the mandatory subjects of bargaining at issue, the University sought to bypass the Union and deal instead with student employees directly. Indeed these communications attempted to undermine the Union and sever its role in bargaining the staffing, work intensity, and compensation of its own bargaining unit members. In attempting to bypass the Union and undermine its role as exclusive representative, the University has also discouraged public employees from remaining members of an employee organization.

**D. The University's Continuous, Egregious Public Attacks Questioning and Denying the Union Bargaining Team's Capacity To Represent Undergraduate ASEs Violated The Duty To Bargain In Good Faith And Interfered With The Union's Internal Affairs.**

The Parties met for bargaining on March 21, 2023 and exchanged and presented their respective proposals. After the University presented a revised proposal, the Union representative Tanzil Chowdhury presented the Union's proposal. Chowdhury then asked the University representatives if they wanted to turn to conferring about mediation if they had no questions regarding the Union's proposal. At that point, University chief bargaining spokesperson John DeNero, stated the following:

*I would like to make response, first of all thank you this is very helpful, I see we haven't converged on staffing levels which is an outstanding issue that we will have to converge on. We haven't converged on compensation, so that's another issue we'll have to converge on. I think that – ***I really like you all and you're wonderful and you've worked really hard and you're compassionate, but you're not reflective of the people who would be affected by this.****

*I don't see here on the other side of the table is democracy in action...I see a group of people who care a lot but kind of had a unified point of view which I don't think is the same point of view as the rest of the student body. So when you say this is our final offer, I think you're speaking with the authority of being a representative of this whole group, but this whole group did not vote to elect you Tanzil, since you're not in this group, and the rest of you, I think you are wonderful but I don't think you were actually built up as a democratically representative view. I've also seen other people with other points of view come in and be argued against. I've heard reports from [sic] other students that they have a very different view of compensation, and they aren't having their ideas be represented.*

*They feel like their ideas aren't welcomed, they feel bullied or excluded from this process.*

*I think it's your responsibility to actually run some democratic process to come up with an answer for what compensation should be instead of pushing your own view. What I think that would look like is we come together, write a survey that we can agree on and make sure that the answer we get back is representative of the ASEs that are affected by this and really get a sense from them about whether this is absolutely their floor, or not.*

....

*If you want to take seriously that you're representing this group, there's no time for you to disband and elect a new group I think you just have to do direct democracy[.]*

After Union representative Gabriel Classon stated that the Union and its bargaining team were working tirelessly to speak and engage with ASEs from every course within EECS and Data Science, DeNero further stated:

*I respectfully appreciate the effort that you've done, but I don't believe you.*

*You could prove it to me by just agreeing that we'll build a survey, and asking "what should the compensation be for a TA? What should the compensation be for a head TA?" When I see the numbers then there's no more discussion of it. I've seen in public settings when someone says something, rather than saying that you'll include that in the next bargaining session? I've seen you argue with them every time about why you think your argument is right and you spend a lot of time on framing and deciding why your issue is right.*

When Chowdhury then asked DeNero, "Are you interested in continuing to bargain John, absent [building a survey]?" DeNero stated, "I'll have to think a little bit about *whether or not I can accept a resolution that does not effect the will of the people. Certainly, I am not currently willing to say yes.*"

Chowdhury then stated that, “. . . I think in every past negotiation we’ve had the university has never made comments on our ability to represent the workers.” DeNero then quipped, “As an organization you are, *but I don’t have faith in you to be representative of this specific process.* Chowdhury then responded, “I do frankly find it a little bit insulting. To claim that the folks in this room and the folks who are not in this room who have been doing a lot of work have not been doing their job to represent their coworkers . . . I think to insinuate other is frankly insulting.”

On March 29, 2023, UC Berkeley Associate Teaching Professor and bargaining representative Josh Hug sent the following Slack messages to ASEs who work as TAs and tutors for course CS 61B and whom he directly supervises:

Question to muse about: Why is bargaining the way it is? I find it really weird that we’re not co-developing models and coming up with ideas. The current approach has two groups of people talk separately and come up with some random idea that the other side doesn’t fully digest. The ideation phase is seemingly disjoint[sic], which feels like a major problem since both sides have context that the other lacks.

This all feels extremely inefficient and has led to tremendous frustration on both sides (*expressed by one bargaining team member privately to me and publicly by John when he called out Tanzil and Garret in a rather unfriendly manner that they were not representing the full interests of everyone involved*).

*In all past crises like this, we’ve all sat down together and tried to figure this out.* Somehow this specific crisis has this bizarre adversarial framing which feels counterproductive.

....

I’ve spent a lot of time in the last two days working on trying to figure out how much the supposal costs, what budgeting sheets might look like in the future, what optimizations are possible given the course staff, what clause K.b. means and whether it’s really pedagogically ideal or just a blunt instrument to prevent scenario 1, etc. It feels like we should have all been doing this together since I’m sure I’m going to mess something up.

(Attached as **Exhibit 12** is a true and correct copy of Hug’s March 29, 2023 Slack messages.)

On April 4, 2023, Hug sent additional Slack messages to ASEs:

hug 14 hours ago

*I had a great chat with a couple of folks about the union and faculty proposals. It was the first time I’ve had a chance to really talk about a lot of the juiciest issues and most controversial parts of the proposals with students.*



I spent a lot (!! ) of Spring break just thinking about this situation mostly on my own, and it's kinda melting my brain. I remain really worried that there is a non-trivial chance that the next few years are going to be a disaster.

*Who wants to meet up with me tomorrow at like 2PM?* Like getting a dozen or more people together would be great though that number is probably a bit ambitious...

....

hug 3 hours ago

*No rooms available so let's just do my office! (779 Soda). See you there?*

(Attached as **Exhibit 13** is a true and correct copy of Hug's April 4, 2023 Slack messages.)

The University's continuous, egregious public attacks questioning and denying the union bargaining team's capacity to represent undergraduate ASEs violate the duty to bargain in good faith and tend to interfere with the union's internal affairs. The Union has the right to select its bargaining representatives without interference from the University. (*Savanna School District* (1982) PERB Dec. No. 276, at p. 4; *Yolo County Superintendent of Schools* (1990) PERB Dec. No. 838, at pp. 56-57.) A public employer's interference with a union's right to select its bargaining representatives necessarily interferes with the negotiations process itself, and, therefore, also constitutes a violation of the duty to bargain in good faith. (*Yolo County*, PERB Dec. No. 838, at pp. 56-57 (public employer's demand that union remove one of its representative from the bargaining team because she was allegedly self-serving and making resolution more difficult interfered with the negotiation process itself and violated the duty to bargain in good faith under EERA § 3543(c).) The University's severe and pervasive public attacks on the capacity of the Union's bargaining representatives to represent ASEs, questioning whether the Union's positions and proposals actually represent the views and interests of the bargaining unit, and demands that the Union develop a survey with the University to gauge ASEs views on topics that are currently being bargained over have severely damaged the negotiating process and made it more difficult to reach an agreement. The University's tactics further violate the duty to bargain in good faith because it has conditioned bargaining over ASE staffing, compensation, and fee reimbursement, all mandatory subjects, on first reaching an agreement to jointly develop and distribute a survey, a nonmandatory subject. (*Petaluma City Elementary School District/Joint Union High School District* (2016) PERB Dec. No. 2485, at p. 35; *Modesto City Schools* (1983 PERB Dec. No. 291, at pp. 27-30.) In doing so, the University also conditioned bargaining and agreement over these terms on the Union's waiver of its statutory rights to exclusively represent the bargaining unit. (*South Bay Union School District. v. Public Employment Relations Bd.* (1991) 228 Cal.App.3d 502, 507; *Petaluma City Elementary School District*, PERB Dec. No. 2485, at 35; *Berkeley Unified School District* (2012) PERB Dec. No. 2485, p. 35.)

The University's misconduct also constitutes unlawful domination and interference with the administration of the Union. By constantly publicly attacking the capacity of Chowdhury, Strain, Classon, and other Union bargaining representatives to represent the bargaining unit, denying that the Union's positions and proposals represent the views of ASEs, and accusing the



Union of excluding some ASEs and their views, the University has unlawfully put its thumb on the scale against the Union's bargaining representatives' leadership and taken a position on the Union's internal affairs. (See *City of San Diego* (2020) PERB Dec. No. 2747-M, at pp. 43-44 (city violated MMBA by embracing a critical email containing an implicitly coercive suggestion and thereby putting its thumb on the scale against union official's leadership); *City of Arcadia* (2019) PERB Dec. No. 2648-M, at pp. 25-30 (city violated MMBA when manager said he would resume labor-management meetings if labor organization ousted its president).)

**E. The University's Delay and Failure to Respond to the Union's Requests for Information Constitute Unfair Practices in Violation of HEERA.**

On January 25, 2023, Union representative Dahlia Saba sent UC Berkeley Employment and Labor Relations Consultant Maria Otero a Request for Information regarding employees in the ASE Unit containing the following requests related to EECS and Data Science course staffing:

Per our conversation today, we are writing to follow up with a supplementary RFI related to the upcoming EECS and Data Science staffing negotiations.

- For each EECS/DS course (including courses with fewer than 100 students): enrollment, hiring costs, number of staff hired (broken down by position and FTE) from Fall 2019 to Spring 2023.
- Headcount of Spring 2023 GSIs and UGSIs broken down by the number of semesters they have worked at 25% FTE or more as UGSIs and GSIs
- Number of academic interns working for each course in EECS/DS from Fall 2019 to Spring 2023
- Spring 2023 syllabi for academic intern courses (EE197/DS197/CS197)

If possible, please provide these records in electronic form (preferably excel or word files). Additionally, the Union would like to receive these records in installments as soon as they become available and on a rolling basis. The Union reserves the right to request additional necessary and relevant information on this matter. Please provide this information to the Union ***no later than February 3, 2023***. You may contact me directly by email at [dahliasaba@berkeley.edu](mailto:dahliasaba@berkeley.edu) or by telephone at (510) 219-6377 if you have any questions or if you would like to discuss this request.

(Attached as **Exhibit 14** is a true and correct copy of the Union's January 25, 2023 request for information and related correspondence (emphasis added).) The Union had specifically requested the information by no later than February 3, 2023 because the Parties were scheduled to begin bargaining in mid-February. At issue here are the Union's last two requests for the following information which the University never produced: the number of academic interns working for each course in EECS and Data Science from Fall 2019 to Spring 2023; and, course syllabi for Spring 2023 academic intern courses (EE197/DS197/CS197). (*Id.*, p. 1.)

On January 26, 2023, Otero responded and refused to provide the requested information. (Exhibit 14, p. 1-2.) With respect to both requests, Otero responded, "This information is not readily available to the University and would require time and cost to gather. We would like to

propose that this item is not immediately relevant to the bargaining that would be beginning shortly and that we place this item in abeyance.” (*Id.*, p. 2.) Notably, the University never asserted that it would be unduly burdensome to produce the requested records—only that they would require some time and cost to gather which is not a legitimate basis to refuse or delay complying with the request. (*Id.*, p. 2.)

Shortly thereafter, on the same day, Union representative Tanzil Chowdhury provided the Union’s response. (Exhibit 14, pp. 3-4.) With respect to the number of academic interns working for each course in EECS and Data Science from Fall 2019 to Spring 2023, Chowdhury explained “this information is necessary and relevant to staffing negotiations given that academic interns appear to play an important role in course staffing.” (*Id.*, p. 4.) Chowdhury also significantly narrowed the scope of the original request, from Fall 2019 through Spring 2023, stating that the Union “would be amenable to receiving the Spring 2023 AI headcounts by course for the time being and revisit the question of previous terms later on.” (*Id.*, p. 4.) With respect to the request for course syllabi for Spring 2023 academic intern courses (EE197/DS197/CS197), Chowdhury explained “this information is necessary and relevant to staffing negotiations [because t]he syllabi should lay out how much time per week the AIs spend on instructional activities vs. other pedagogical training and assignments.” (*Id.*, p. 4.) Chowdhury further explained “This information should not be overly burdensome or costly to compile, as it just syllabi for three courses.” (*Id.*, p. 4.)

Neither Otero nor any other University representative responded to Chowdhury’s follow up email. (Exhibit 14, pp. 3-4.) Nor did the University otherwise respond and dispute the Union’s explanation of the relevance of the requests. (*Id.*) Moreover, the University never asserted that it would be unduly burdensome to produce the requested records—only that they would require some time and cost to gather. (*Id.*, p. 2.) The University did not otherwise dispute Chowdhury’s explanation that the records were available to the University or respond to the narrowing of the requests. (*Id.*) The University did not provide any records by the Union’s February 3, 2023 deadline. (*Id.*) On February 7, 2023, well past the Union’s February 3, 2023 deadline, UC Berkeley chief bargaining spokesperson John DeNero sent the information that was responsive to the Union’s first two requests to Chowdhury. (*Id.*, p. 4.) DeNero did not acknowledge or give any reason for its delay despite Otero’s statement on January 26, 2023 that the University could provide the information responsive to the Union’s first two requests by the February 3, 2023 deadline. (*Id.*) DeNero’s email did not acknowledge Chowdhury’s January 26, 2023 email or produce information that is responsive to the Union’s third and fourth requests. (*Id.*) To date the University has not provided any records that are responsive to the two requests at issue here and the records **were and continue to be missing**. (*Id.*)

The University has not given any legitimate reason for its delay in responding to the requests. The requests were clear, based upon discussions already had between the Parties, and the University has not sought any further clarification to suggest otherwise.

“Unreasonable delay in providing requested information is tantamount to a failure to provide the information at all.” (*Chula Vista City School District* (1990) PERB Decision No. 834, at p. 51; see also *Children of Promise Preparatory Academy* (2018) PERB Decision No. 2558, at p. 24 (finding it was not the union’s duty to educate the employer regarding its duty to

provide relevant information and the employer did not have an excuse for delay).) “[T]he Board has held that an employer violates its duty to bargain in good faith if its delay in providing information is unreasonable under the circumstances, even if the delay causes no prejudice.” (*Sacramento City Unified School District* (2018) PERB Decision No. 2597, at p. 9.)

The violation is even more grave here where the parties are in the midst of bargaining over fee remission, work intensity, and staffing in the EECS Department and Data Science.

Overall, despite the Union’s efforts, the University has violated its duty to bargain in good faith. In its willingness to disregard the Union’s RFI deadline without the courtesy of even requesting an extension and its failure to provide all the information requested, the University has not exercised the same diligence and thoroughness as it would in other business affairs of importance. The University has denied the Union its right to obtain information relevant and necessary to represent its bargaining unit members that are being burdened by the University’s actions relating to fee remission, work intensity, and staffing. The University’s conduct impedes the Union’s ability to cost and evaluate proposals while the parties are in the midst of bargaining.

### **III. CONCLUSION.**

By the conduct described above, the University has violated HEERA sections 3565, 3570, and 3571(a)-(d).

Therefore, Local 2865 requests that PERB issue an unfair practice complaint and seeks an order requiring the University to cease and desist from:

- (1) Denying employees and the Union rights guaranteed under HEERA;
- (2) Refusing or failing to meet and confer and bargain in good faith with Local 2865 regarding fee remission, work intensity, and staffing in the EECS Department and Data Science and the ground rules and procedures the Parties agreed upon to negotiate these terms and conditions;
- (3) Engaging in surface bargaining;
- (4) Making predictably unacceptable proposals;
- (5) Unilaterally changing the ground rules and procedures the Parties agreed upon to negotiate regarding fee remission, workload, work intensity, and staffing in the EECS Department and Data Science, and, by extension, the substantive terms and conditions;
- (6) Communicating unilateral changes to current employees without first bargaining with the Union;

- (7) Repudiating the Side Letter establishing the ground rules and procedures the Parties agreed upon to negotiate regarding fee remission, work intensity, and staffing in the EECS Department and Data Science;
- (8) Repudiating the collective bargaining agreements and terms, related to fee remission, work intensity, and staffing in the EECS Department and Data Science and modification of past practices;
- (9) Bypassing Local 2865 and dealing directly with unit employees regarding matters within the scope of bargaining;
- (10) Conditioning discussions of mandatory subjects of bargaining on non-mandatory subjects of bargaining;
- (11) Proposing that the Union waive its statutory rights;
- (12) Refusing to deal and bargain in good faith with the Union's chosen bargaining representatives;
- (13) Interfering with the administration and internal affairs of the Union;
- (14) Interfering with, restraining, or coercing employees' exercise of rights guaranteed under HEERA;
- (15) Interfering with, restraining, or coercing employees because of their exercise of rights guaranteed under HEERA;
- (16) Refusing to timely produce relevant information that Local 2865 requested and is necessary for the Union to fulfill its duty as the exclusive bargaining representative;
- (17) Interfering with employees' right to be represented by the employee organization recognized or certified as their exclusive representative;
- (18) Interfering with the right of Local 2865, as the exclusive representative, to represent employees; and,
- (19) Deterring and discouraging public employees from remaining members of an employee organization by undermining the role of Local 2865 as exclusive representative.

Local 2865 also requests that PERB issue an order finding that the University has violated HEERA and PEDD, and requiring the University to: meet and confer and bargain with Local 2865 in good faith regarding any/all matters within the scope of representation; immediately send notice via email to all employees in the ASE Unit of PERB's decision indicating the University's violations of the law and PERB's remedial order, in addition to

physically posting the same at all affected UC work sites; pay all related attorneys' fees and costs; and provide Local 2865 with all other remedies PERB deems just and proper.

PERB Received  
04/07/23 18:14 PM

EXHIBIT 1

11-18-2022

## ARTICLE 1 RECOGNITION

### A. Certifications

The University hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 2865 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(s) SF-R-694-H and SF-R-830-H (Berkeley), SF-R-806-H (Davis), SF-R-834-H (Irvine), SF-R-813-H (Los Angeles), SF-R-831-H (Riverside), SF-R-828-H and SF-R-805-H (San Diego), SF-R-815-H (Santa Barbara), SF-R-829-H and SF-UM-741-H (Santa Cruz), ~~and~~ SF-UM-629-H (Merced), SF-UM-871-H (San Francisco) including the following titles:

### B. Bargaining Unit Job Titles

#### 1. Teaching Assistant

- a. 2310 – Teaching Assistant-GSHIP
- b. 2311 – Teaching Assistant-Non-GSHIP
- c. 2320 – Teaching Assistant-1/10-GSHIP
- d. 2321 – Teaching Assistant-1/10-Non-GSHIP

#### 2. Associate Instructor

- a. 1501 – Associate Instructor-AY-GSHIP
- b. 1502 – Associate Instructor-AY-Non-GSHIP
- c. 1506 – Associate Instructor-AY-1/9-GSHIP
- d. 1507 – Associate Instructor-AY-1/9-Non-GSHIP
- e. 1508 – Associate Instructor-AY-1/10-GSHIP
- f. 1509 – Associate Instructor-AY-1/10-GSHIP
- g. 1511 – Associate Instructor-FY-GSHIP
- h. 1512 – Associate Instructor-FY-Non-GSHIP

#### 3. Teaching Fellow

- a. 2300 – Teaching Fellow-GSHIP
- b. 2301 – Teaching Fellow-Non-GSHIP

#### 4. Tutor

- a. 2510 – Tutor-Non-Student
- b. 2860 – Tutor-GSHIP
- c. 2861 – Tutor-Non-GSHIP

#### 5. Remedial Tutor



- a. 2280 – Remedial Tutor I-Non-GSHIP
- b. 2288 – Remedial Tutor I-GSHIP
- c. 2289 – Remedial Tutor II-GSHIP
- d. 2290 – Remedial Tutor II-Non-GSHIP

6. Reader

- a. 2500 – Reader-Non-Student
- b. 2850 – Reader-GSHIP
- c. 2851 – Reader-Non-GSHIP

7. Special Reader

- a. 2852 – Special Reader-UCLA-GSHIP
- b. 2853 – Special Reader-UCLA-Non-GSHIP

~~Community Teaching Fellow (2305, 2306)~~

~~Nursery School Assistant (2286, 2287)~~


~~Acting Instructor – UC Berkeley Only~~

~~e. 2550 – Acting Instructor Graduate Student GSHIP~~

~~d. 2551 – Acting Instructor Graduate Student Non-GSHIP~~

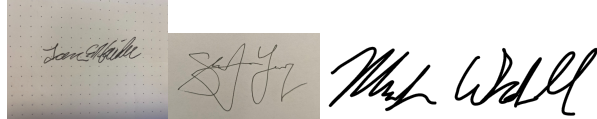
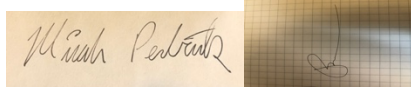
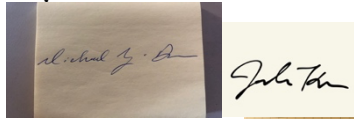
- C. The recognized unit may be modified by agreement of the parties pursuant to the rule and regulations of the Public Employment Relations Board.

**FOR THE UNIVERSITY**

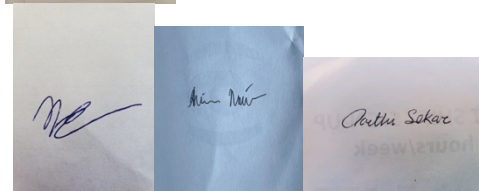
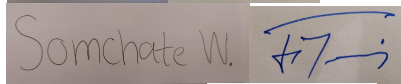
  
NADINE B. FISHEL

**11-18-2022**

For the UAW  
November 18, 2022



Text



**ARTICLE 2  
APPOINTMENT NOTIFICATION**

**A. GENERAL PROVISIONS**

- 1. An Academic Student Employee (ASE) appointment is established only by the issuance of a Written Notice of Appointment as provided in this Article.**
- 2. A Written Notice of Appointment is an official document which meets the requirements of Sections B and C below. [References in this Article and throughout the Agreement to “appointment notification” “written notification of appointment” will be changed to Written Notice of Appointment.]**
- 3. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, where applicable, and the timely submission of all documents required by the University to process a request for work authorization.**

**B. TEACHING ASSISTANT, ASSOCIATE INSTRUCTOR, SPECIAL READER, ~~Acting Instructor – Graduate Student~~ AND TEACHING FELLOW**

- 1. TIMING OF WRITTEN NOTICE OF APPOINTMENT**
  - a. The University shall issue written notices of appointment in the Spring quarter/semester or as soon as practicable after hiring decisions are made, the University shall provide a written notice of appointment (~~e.g., letter or~~ **by e-mail or other electronic system**) to individuals offered an ASE appointment. No later than April 1 of each year, the University shall send notice to hiring departments reminding them of their obligations under this paragraph.
  - b. The University recognizes year-long appointments provide job security for academic student employees. When practicable, the University shall offer year-long appointments; however, nothing in this article obligates the University to do so when not practicable.
  - c. Should positions become available after the commencement of the academic year, written notices of appointment shall be issued no less than thirty (30) **calendar** days before the start of the appointment.

- d. In cases in which positions become available less than thirty (30) **calendar** days before the commencement of an academic term, notification will be made as soon as possible.

## 2. FORM AND CONTENT

Written notices of appointment shall be sent by email **or other electronic systems** ~~and may also be sent by U.S. mail, campus mail, or hand delivery,~~ and will include the following:

- a. the applicable appointment title,
- b. appointment percentage (or range of hours),
- c. effective dates,
- d. salary/wages,
- e. **tuition, fee, and health benefit remissions, if applicable,**
- f. health and other applicable benefits or deductions,
- g. hiring unit,
- h. hiring unit contact,
- i. response requirements,
- j. a statement that the position is covered by the collective bargaining agreement between the parties,
- k. a statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the applicable process,
- l. **the following statement on reasonable accommodation:**  
**“Academic Student Employees who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with Article 20-Reasonable Accommodation [link to article].”**
- ~~a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,~~
- m. a reference to Article 4 - Childcare and a link to childcare reimbursement information and eligibility,

- n. the time and place of any applicable new ASE orientations,
- o. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),  
~~the contract website address,~~  
~~a link to the UAW 2865 website,~~
- p. **a direct link to the UAW website containing the Membership Election Form,**
- q. a statement that the ASE may contact the UAW for assistance, ***and,***
- r. **a statement that when an ASE has any concerns regarding the assigned workload in the ASE’s appointment, the ASE shall immediately communicate to the supervisor as required by Article 32 – Workload (link).**

3. SUPPLEMENTAL DOCUMENTATION

a. TIMING

- 1. At least thirty (30) **calendar** days prior to the beginning of the term, the University will provide to Teaching Assistants, Associates In, Special Readers and Teaching Fellows supplemental documentation in accordance with Article 2, **Section B.3.b.**
- 2. When a position becomes available more than thirty (30) calendar days in advance of the assignment, the ASE will receive supplemental documentation (Appendix C and other relevant documents) no less than thirty (30) calendar days before the start of the assignment.
- 3. In cases in which positions become available less than thirty (30) calendar days before the commencement of an academic term, notification will be made as soon as possible.

b. FORM AND CONTENT OF SUPPLEMENTAL DOCUMENTATION

- 1. Supplemental documentation shall set forth the following:
  - a. a description of required duties (Appendix C and other relevant documents);

- b. faculty member or supervisor to whom the individual will report;
  - c. the location where the work will be performed if known;
  - d. the class assigned if applicable;  
~~description of the required duties;~~
  - e. departmental policy on class, section and/or lab size where it exists; and
  - f. it may include estimated time for effective completion of each duty.
2. The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

## C. READER, REMEDIAL TUTOR AND TUTOR

### 1. TIMING OF WRITTEN NOTICE OF APPOINTMENT

- a. When a position becomes available more than thirty (30) **calendar** days in advance of the assignment, the ASE will receive written notification of the appointment (~~e.g., letter or email~~ **or other electronic systems**)-no less than thirty (30) **calendar** days before the start of the assignment.
- b. In cases in which a position becomes available less than thirty (30) **calendar** days before the commencement of an academic term, notification will be made as soon as possible.

### 2. FORM AND CONTENT

- a. Written notices of appointment shall be sent by email **or other electronic systems** and may also be sent by ~~U.S. mail, campus mail, or hand delivery~~, and will include the following:
  1. the applicable appointment title,
  2. appointment percentage (or range of hours),
  3. effective dates,
  4. salary/wages,
  5. health and other applicable benefits or deductions,
  6. **tuition, fee, and health benefit remissions, if applicable.**

7. hiring unit,
8. hiring unit contact,
9. response requirements,
10. a statement that the position is covered by the collective bargaining agreement between the parties,
11. A statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the **applicable** process,
12. **the following statement on reasonable accommodation: “Academic Student Employees who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with Article 23 - Reasonable Accommodation [link to article].”**  
~~a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,~~
13. a reference to Article 4 - Childcare and a link to childcare reimbursement information and eligibility,
14. the time and place of any applicable new ASE orientations,  
~~the contract website address,  
a link to the UAW 2865 website,~~
15. **a direct link to the UAW website containing the Membership Election Form,**
16. a statement that the ASE may contact the UAW for assistance,
17. the faculty member or supervisor to whom the individual will report if known,
18. the location where the work will be performed if known,
19. the class assigned if applicable,
20. the departmental reader/tutor pay formula,
21. description of required duties (Appendix C and other relevant



- documents),
22. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),
  23. it may include estimated time for effective completion of each duty.
  24. **A statement that when an ASE has any concerns regarding the assigned workload in the ASE's appointment, the ASE shall immediately communicate to the supervisor as required by Article 32 – Workload (link).**
- b. The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

**C. ADDITIONAL INFORMATION FOR WRITTEN NOTICES OF APPOINTMENT**

- 1. Campuses may provide additional information in appointment letters.**
- 2. A sample appointment letter is appended to this Agreement as Appendix .**

**D. FAILURE TO RESPOND**

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


~~**B. NOTIFICATION OF CHANGES**~~

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

- ~~1. Increase the ASE's appointment percentage to be consistent with the number of hours the ASE will work; and/or,~~
- ~~2. Modify the ASE's work assignment such that the number of hours worked will be consistent with the ASE's appointment percentage and workload limits.~~

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

**For the University**

  
NADINE B. FISHEL


For UAW 11-29-22

  
  
  
  
0009  
  
  
  


May 31, 2022

UC/UAW BX Negotiations  
Article 3 – Appointment Security  
UC Proposal 3  
May 24, 2022  
Page 1 of 1

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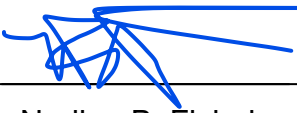
Signed 6/2/22  
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### ARTICLE 3 APPOINTMENT SECURITY

ASEs' appointment will be specified in the ~~appointment notification~~ **Written Notice of Appointment**.

- A.** 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.
- B.** 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, Acting Instructor-Graduate Student, Special Reader, Teaching Fellow 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 health condition as defined by the Family and Medical Leave Act (FMLA), to accept a extramural fellowship, or another reason granted by the University.
- C.** An individual who has accepted (an) ASE position(s) for one or more terms 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.

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04/07/23 10:14 PM  
For the University



Nadine B. Fishel  
Chief Negotiator

For the UAW 2865

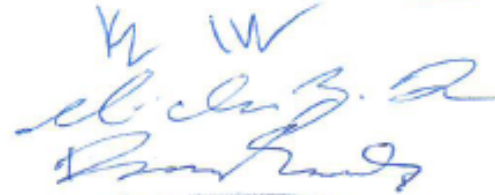
  
  
  
  
  
  
  
  


Tentative Agreement  
12-16-22

UC-UAW 2865 Bargaining  
Academic Student Employees  
UC Proposal #3 - Mediation  
Article 4 - Child Care  
December 14, 2022

For UC  

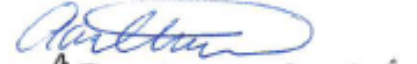

For the UAW, 12-16-22



ARTICLE 4  
CHILDCARE

A. PARTICIPATION IN CAMPUS CHILDCARE PROGRAMS

ASEs shall be eligible to participate in a campus childcare program, if any, including subsidies and other financial assistance, in accordance with the provisions of each location's childcare program. Each location shall post information regarding its childcare program on the web.

  
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B. SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM

1. Academic Year

a. **Effective at the commencement of the first term following ratification of the contract, each eligible ASE shall receive up to \$1350 ~~1400~~ per quarter or \$2025 ~~4650~~ per semester for expenses incurred during the ASE's appointment period in the regular academic year.**

b. **Effective October 1, 2023, each eligible ASE shall receive upto \$1375 per quarter or \$2062.50 per semester for expenses incurred during the ASE's appointment period in the regular academic year.**

c. **Effective October 1, 2024, each eligible ASE shall receive upto \$1400 per quarter or \$2100 per semester for expenses incurred during the ASE's appointment period in the regular academic year.**

d. An eligible ASE is a registered student with at least a 25% ASE appointment who has (a) qualified dependent(s). For the purposes of this program, qualified dependents shall include children, in the custody of the ASE, who are age 12 or under on July 1<sup>st</sup>.

e. The University shall post the system wide childcare enrollment form on-line.

f. The campus childcare program will define reimbursable

UC-UAW 2865 Bargaining  
Academic Student Employees  
UC Proposal #3 - Mediation  
Article 4 – Child Care  
December 14, 2022

expenses and related procedures. (moved)

2. Summer Session

~~For Summer Session, each eligible ASE shall receive up to a total of 1100 for the Summer Session(s) for expenses incurred during the ASE's summer appointment(s).~~

a. **For Summer Session 2023, each eligible ASE shall receive up to a total of \$1350 for Summer Session(s) for the expenses incurred during the ASE's summer appointment(s).**

b. **For Summer Session 2024, each eligible ASE shall receive up to a total of \$1375 for Summer Session(s) for the expenses incurred during the ASE's summer appointment(s).**

c. An eligible ASE is a registered student during the academic year terms preceding and succeeding the Summer Session for which thereimbursement is requested, has at least a 25% ASE appointment for the term of the appointment(s), and has (a) qualified dependent(s). For the purposes of this program, qualified dependents shall include children, in the custody of the ASE, who are age 12 or under on July 1<sup>st</sup>.

d. The University shall post the system wide childcare enrollment form on-line.

e. The program will define reimbursable expenses and related procedures. (moved)

C. **DEPCARE PARTICIPATION**

All ASEs shall be entitled to participate in the UC Dependent Care Reimbursement Program. The terms of this plan shall be determined by UC in accordance with Internal Revenue Service regulations.

UC-UAW 2665 Bargaining  
Academic Student Employees  
UC Proposal #1  
Article 5 – Classifications  
November 17, 2022

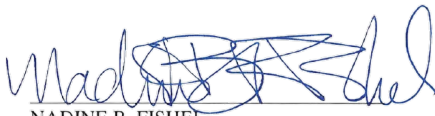
**TENTATIVE AGREEMENT=  
11-18-2022=**

**ARTICLE 5  
CLASSIFICATIONS**

~~A. Maintain the status quo at each campus.~~

- A. In accordance with Article 1 – Recognition, each campus may appoint academic student employees into appropriate bargaining unit titles.**
- B. Campuses may maintain their current use of ASE titles as well as the campus descriptions of each title, if applicable.**

**FOR THE UNIVERSITY**

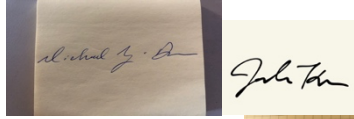
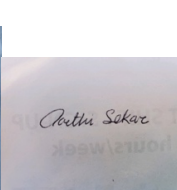
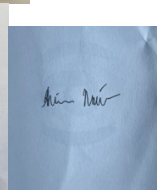
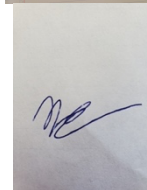
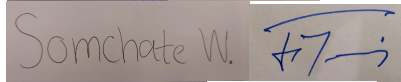
  
NADINE B. FISHEL

**11-18-2022**






For the UAW  
November 18, 2022

 Text

UAW Proposal 2  
10-17-2022

**ARTICLE 6  
DEFINED CONTRIBUTION AND UNIVERSITY RETIREMENT PLAN(S)**

- A. ASEs shall continue to be eligible for DCP and UC retirement plan(s) coverage in accordance with the UC plan requirements.
- B. Eligible ASEs participate in DCP and other retirement system plans to the same extent as other eligible non-represented academic employees.
- C. UCRP employee contributions will apply to eligible ASEs in the same manner as they apply to other represented academic employees at the same campus.
- D. ASEs shall be responsible for all fees associated with the administration of the University Retirement Savings Program in the same manner as they apply to other represented academic employees at the same campus. Should the University change the methodology by which the fees are imposed, the University shall provide a thirty (30) day notice and engage in a meet and confer process over the effect of the change in methodology.



NADINE B. FISHEL

For the University  
Nadine Fishel

For the UAW 2865



The UAW 2865 signatures include: a large signature at the top, a signature with a stamp, a signature with a stamp, a signature with a stamp, a signature with a stamp, a signature with a stamp, a signature with a stamp, a signature with a stamp, a signature with a stamp, and a signature with a stamp.

10-17-2022



UAW → UC  
R.J.

3/16/22  
4:48 pm

The University of California (“University”) and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW”) hereby agree to maintain the current contract language of the collective bargaining agreement in the successor agreement:

- Article 7 — Definitions
- Article 9 — Emergency Layoffs
- Article 16 — Labor Management Meetings
- Article 24 — Severability
- Article 27 — Travel
- Article 33 — Workspace and Instructional Support

**FOR THE UNIVERSITY**



March 16, 2022

**FOR THE UNION**











TENTATIVE AGREEMENT  
June 17,2022

**ARTICLE 8  
DISCIPLINE AND DISMISSAL**

**A. GENERAL PROVISIONS**

1. The University may discipline or dismiss an ASE for just cause.

2. **Definitions**

a. "Discipline" **includes:** a written warning, suspension without pay, or dismissal.

1) **A “written warning” is a communication that informs the ASE of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency. A written warning is to be distinguished from an informal spoken warning.**

2) **A “suspension without pay” is removal from appointment responsibilities without pay for a stated period of time. Unless otherwise noted, the terms of a suspension will include loss of normal employee privileges.**

3) **“Dismissal” is the termination of an appointment initiated by the University prior to the ending date of appointment.**

b. **Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable.**

**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.**

3. An individual who is no longer employed in the bargaining unit may file a grievance pursuant to Article 12, Grievance and Arbitration, concerning the placement of a written warning placed in the ASE’s employment file pursuant to this article within 30 days from the date the ASE knew or should have known that a written warning was placed in their 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. 0018

## 2. Issuance and Content

### a. Issuance

- 1) 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 official University e-mail address, 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. **If notice is delivered via US Mail or campus mail, a digital notice shall be sent to the ASE's official University email address, if available.** It shall be the responsibility of the ASE to inform the designated University office in writing of their current home address and of any change in such address, and the information so provided shall constitute "the ASE's last known home address."
- 2) Whether delivery is made in person, **by email**, 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.
- 3) 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 **of intent** 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 their choice.

### C. RESPONSE TO WRITTEN NOTICE OF INTENT

~~The ASE or the ASE's 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.~~

The ASE **or the ASE's representative** shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten (10) calendar days from the date of the issuance of such notice of intent, **in accordance with instructions given by the University in the written notice of intent provided to the ASE. An ASE's representative may respond to the Notice of Intent on behalf of the ASE.** The University shall review any timely responses received.

### D. WRITTEN NOTICE OF ACTION ~~OR PROPOSED ACTION~~

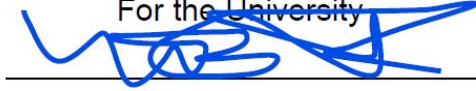
1. After review of a timely response, if any, the University shall notify the ASE of any action to be taken and its effective date, as well as the rights set out under Article 12, Grievance and Arbitration. **The Notice of Action, if any, shall be issued within twenty-one (21) days from the ASE's** timely response to the written notice, **when practicable.**
2. 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.
3. A copy of the notice shall be sent to the UAW via e-mail or US Postal Service. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

### E. INVESTIGATORY LEAVE

1. 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.
2. Investigatory leave shall not be considered a form of **discipline corrective action.**
3. The University will immediately provide the ASE and the ASE's representative with written confirmation of the terms and reasons for the investigatory leave.

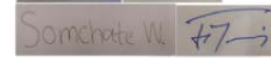
UC/UAW BX Negotiations  
Article 8 – Discipline and Dismissal  
UC Proposal 6  
June 10, 2022  
Page 4 of 3

For the University



Nadine B. Fishel  
Chief Negotiator

For the UAW 2865




UAW → UC  
R.J.

3/16/22  
4:48 pm

The University of California (“University”) and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW”) hereby agree to maintain the current contract language of the collective bargaining agreement in the successor agreement:

- Article 7 — Definitions
- Article 9 — Emergency Layoffs
- Article 16 — Labor Management Meetings
- Article 24 — Severability
- Article 27 — Travel
- Article 33 — Workspace and Instructional Support

**FOR THE UNIVERSITY**



March 16, 2022

**FOR THE UNION**











April 19, 2022

UAW Proposal 2  
04-19-2022

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4/19/22  
TA'd 4:26pm

**ARTICLE 10  
EMPLOYMENT FILE(S) AND EVALUATION**

**A. EMPLOYMENT FILES**

“Employment file” shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) pertaining to an ASE’s employment in the bargaining unit. Materials related exclusively 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 obtain access to the ASE’s employment file(s).

2. ASEs will be notified that employment files are established and maintained for ASEs and new material may be added periodically during the term of their employment. The University shall notify the ASE in writing (via letter or email) of the new material as soon as practicable, but no later than thirty (30) days following the end of the term.

**3. Additionally, an ASE may make a request to their supervisor to add information related to their ASE performance to their employment file. Such requests shall be made no later than thirty (30) calendar days following the conclusion of each term.**

~~3.~~ **4.** An ASE may authorize representatives to review their 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 employment information in the file(s).

~~4.~~ **5.** The University shall provide an ASE or their 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.

~~5.~~ **6.** If an ASE disagrees with evaluative material in their file(s), they may append material to the file(s). If an individual is no longer employed when the evaluative material is placed into the file, the ASE has 30 days from the date the ASE reviewed their file(s) or knew or reasonably should have known that it was placed into the file to append material to the file.

~~6.~~ **7.** If an employment file contains factual non-evaluative information that is incorrect the ASE may request correction of the file(s) within 30 calendar days of discovery. If an ASE is no longer employed when the factual non-evaluative information is placed into the file, they have 30 days from the date the ASE reviewed their file(s) or knew or reasonably should have known that it was placed into the file to request correction.

~~7.~~ **8.** 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. The employing department or hiring unit shall communicate evaluation criteria and procedures for written employment evaluations, if any, to employees and the UAW any time upon request.

For the University



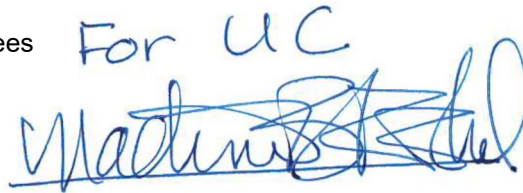
Nadine B. Fishel  
Chief Negotiator

For the UA: 2865

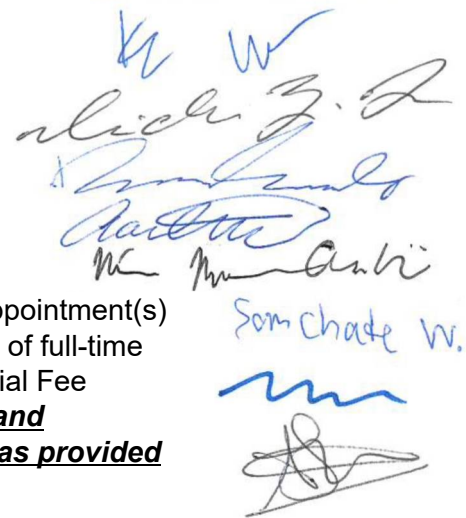

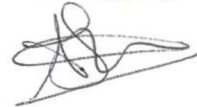


Tentative Agreement  
12-16-22

UC-UAW 2865 Bargaining  
Academic Student Employees  
Article 11 - Fee Remission  
December 15, 2022

For UC  


For the UAW, 12-16-22

  
K W  
Richard J. J.  
Anthony  
Mike  
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Som Chate W.  
  


**ARTICLE 11  
FEE REMISSION**

**A. ELIGIBILITY**

An ASE who is a registered graduate student with (an) ASE appointment(s) or other eligible academic appointment(s) totaling 25% or more of full-time for a given term is eligible to participate in the University's Partial Fee Remission Program for Tuition and the Student Services Fee **and remission of Nonresident Supplemental Tuition ("NRST") as provided in this Article.**

An ASE who is a registered undergraduate student appointed in Teaching Assistant title codes TC 2310 or TC 2311 with an appointment totaling 25% or more of full-time for a given term is eligible to participate in the University's Partial Fee Remission Program for Tuition and the Student Services Fee.

An ASE is eligible to receive only one Partial Fee Remission per term.

**B. PARTIAL FEE REMISSION**

For those ASEs eligible for a Partial Fee Remission, the University will provide:

1. a Partial Fee Remission of 100% of Tuition and the Student Services Fee;
2. a Partial Fee Remission of ~~\$200-100~~ per quarter or ~~\$300-150~~ per semester to partially **cover 100% of** campus fees, **not to exceed the maximum campus fees for each campus. This provision shall be effective for academic year 2023-2024.**

**C. FEE EQUIVALENCY FOR ASEs ENROLLED IN SELF SUPPORTING PROGRAMS**

An ASE who is a registered graduate student with (an) ASE appointment(s) totaling 25% or more, who is enrolled in a self-supporting graduate degree program and is employed by either a UC self-supporting program or a UC state-supported graduate program, shall be eligible to receive a partial fee remission equivalent in dollar amount to what an eligible ASE enrolled in a UC state-supported program would receive for tuition and student services fee, as a result of the qualifying appointment. In no case will that remission exceed the total charges paid by the ASE to the self-supporting program. Self-supporting graduate degree programs that are subject to this provision are only those programs which have an approved self-supporting fee or

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charge approved in writing by the UC President.

**D. CURRENT PRACTICE FOR NRST**

**Pursuant to University policy, the annual NRST charge for graduate doctoral students who have advanced to candidacy is reduced by 100%. A graduate doctoral student may receive the reduced NRST rate for a maximum of three (3) years. Any such student who continues to be enrolled or who re-enrolls after receiving the reduced charge for three years will be charged the full NRST rate that is in effect at the time.**

The parties agree to check all references before issuing final language.

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION**

#### **A. GENERAL PROVISIONS**

1. 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.
2. Only the UAW has standing to file a grievance on the following:
  - a. A campus' failure to establish a campus-wide website that lists the ASE positions anticipated by the date agreed to in Article 22, Posting.
  - b. A campus' failure to provide ASE lists in accordance with Article 28, Union Access and Rights, and Article 29, Union Security.
  - c. "Locking out" employees in accordance with Article 19 – No Strikes.
  - d. Failure to provide the necessary information to the ~~mailing house~~ **UAW** as set forth in Article 29, Union Security.
3. **A grievant shall have the right to be represented at all steps of the Grievance Procedure by the UAW, another representative, be self-represented or by any person of their choice other than a University employee who has been designated as supervisory, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and contact information of their representative, if applicable. The grievant's representative may be assisted in grievance meetings by one other representative and/or, if applicable, a union representative.**

#### **B. FILING GRIEVANCES**

1. All grievances must be filed with the campus labor relations office at the campus that employs the grievant and within the time frames specified in this Article. Grievances must be filed on the form agreed to by the parties in Appendix A.

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2. The grievance form must be signed and dated by the employee(s) or the employee's representative upon submission to the University. Union grievances must be signed by UAW's representative.

3. Proper Filings – Initial Grievances, Responses and Appeals

Grievances, responses and appeals must be filed **via** by hand, email or by U.S. Mail at the campus labor relations office in accordance with the procedures and timelines below:

- a) ~~U.S. Mail – the date of filing shall be the U.S. Postal Service postmark.~~
- b) ~~Hand Delivery – the date of filing shall be the date of hand delivery.~~
- c) Electronic – the date of filing shall be the date received as indicated on the University's email server. The grievance initiation/appeal form must be in a PDF format attachment.
- d) **All subsequent University responses shall be sent via email to [contractenforcement@uaw2865.org](mailto:contractenforcement@uaw2865.org) and the email address designated by the Grievant/Representative on the grievance form as provided in Appendix \_\_. [NOTE: Revise Appendix \_\_ accordingly.]**
- e) If a filing is received after 5 pm, the first following business day will be deemed the filing date.
- f) Deadlines that fall on a day that is not a regular business day will automatically be extended to the next regular business day.
- g) The grievance shall be filed on the form as provided in Appendix A. A grievance may be considered ineligible for processing unless it contains the following:
  - I. A specific description of the dispute;
  - II. The facts giving rise to the dispute;
  - III. A listing of the article and section violated;
  - IV. A statement as to how the article and section were violated;
  - V. The date(s) of the violation;
  - VI. Requested remedy **or remedies.**
- h) Receipt of the grievance shall be acknowledged in writing by the University as soon as practicable following receipt, and shall be sent to

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the address or email listed on the grievance form.

- i) The timelines and meetings for the processing of grievances shall be in accordance with the steps addressed below:

## C. GRIEVANCE STEPS

### 1. Step 1 (Optional) Informal Resolution

The grievant may discuss the grievance with their 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 (including grievances that alleged violation of harassment or discrimination) 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 using the grievance form agreed to by the parties (Appendix A). **The grievance must be filed no later than thirty (30) calendar days from the following instances, whichever occurs first: a) the date of the event/action which gave rise to the grievance, or b) the date on which either the grievant or the representative knew or reasonably should have known of the alleged violation of the Agreement.**

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

- b) If the UAW requested a meeting on the grievance form, or if the University requests a meeting, the campus labor relations office shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meetings shall be convened no later than fifteen (15) calendar days following receipt of the Step 2 grievance

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filing. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.

- D. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 grievance filing if it is agreed that no meeting will be held. If the University does not respond within the time limit, the procedures below will apply.

### ~~1. Step 3~~

- ~~a) 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 within fifteen (15) calendar days after the issuance of the University's Step 2 response.~~
- ~~b) 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.~~
- ~~c) The parties shall be able to bring individuals to the meeting who have relevant information to present regarding the grievance.~~
- ~~d) 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.~~

### 2. **Step 3 – Review (Office of the President)**

- a) If the grievance has not been resolved at Step 2, the grievant and/or the grievant's representative may file an appeal in writing to the Office of the President. Such appeal must be received by the Office of the President no later than **fifteen (15) calendar days** after the issuance of the University's Step 2 response, or the date on which the Step 2 response would have been due.
- b) **An appeal to Step 3 shall be accomplished as follows:**
- I. **Email to [AppealAGrievance@ucop.edu](mailto:AppealAGrievance@ucop.edu).**
    - 1) **Email submissions must include PDFs of all documents, information and signatures**



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necessary to be in compliance with the Grievance Procedure provisions of this Agreement.

- 2) The date of filing for emailed Appeals to Step 3 shall be the date received on the University server, provided that the appeal is received during business hours. If a Step 3 appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the Appeal to Step 3.
  - 3) The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.
- II. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
  - III. The University must assert any and all known arbitrability issues no later than the date the Step 3 Decision is issued.
  - IV. The UCOP official or the UCOP official's designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the grievant and/or the grievant's representative.
  - V. The UCOP official or the UCOP official's designee shall have the authority to settle grievances appealed to Step 3.
- E. Attendance at the Step meetings held pursuant to Section C. are limited to the grievant, the grievant's representative, if any, and one other individual from UAW. ~~Additional attendees must be mutually agreed upon in writing in advance of the Step meeting.~~ **Advanced requests for additional attendees to present directly relevant information pertaining to the grievance shall not be unreasonably denied.**

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- F. **In the event the union alleges a contract violation as a direct result of an Office of the President action, the grievance shall be filed directly at the Office of the President within thirty (30) calendar days from the following instances, whichever occurs first: a) the date the event /action which gave rise to the grievance occurred, or b) the date on which either the grievant or their representative knew or should have known of the alleged violation of the Agreement. At the time of filing, the UAW must provide specific evidence that the violation is occurring on multiple campuses.**
- G. Failure by the UAW to comply with the time limits set forth herein shall render the grievance ineligible for further processing **or appeal, and the grievance shall be considered closed.**
- H. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

#### **Mediation (Moved)**

~~The parties may mutually agree at any time prior to arbitration, to engage in grievance mediation and request a state mediator in order to resolve cases prior to a hearing. **Mediation shall occur at least 2 weeks before the arbitrator's cancellation deadline, unless another timeline is mutually agreed to.** However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall supplant the grievance process timelines from continuing, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties.~~

#### **I. EXTENSION OF TIME LIMITS**

With the exception of the 30-day Step 2 grievance filing deadline, the time limits set forth in this Article may be extended only by written agreement of the parties. Except that, each party shall be entitled to one (1) seven (7) calendar day extension upon request **in advance of the deadline**, ~~once~~, at either Step 2 (after timely grievance filing) or Step 3.

#### **J. RELEASE TIME FOR GRIEVANCE/ARBITRATION FOR THE ASE GRIEVANT AND ASE REPRESENTATIVE**

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

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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.

## K. APPEAL TO ARBITRATION

### 1. Content

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 Office of the President, with a copy to the campus labor relations office of origin, 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:

- a) 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;
- b) a copy of the completed grievance form; and a statement setting forth the unresolved issue(s), the articles **and sections** of the agreement alleged to have been violated, and the remedy requested.
- c) If a grievance is not appealed to arbitration, the University's Step 3 response shall be final.

### 2. Procedure

An appeal to arbitration ~~may~~ **shall** be made in the following ways:

~~Hand Delivery: When hand delivered, proof of service must accompany the appeal to arbitration. The date of receipt will be used to determine the date of the appeal for hand-delivered appeals.~~

~~United States Mail: When mailed, the appeal must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of receipt for mailed appeals.~~

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- a) Email to AppealAGrievance@ucop.edu:
- I. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Arbitration provisions of this Agreement.
  - II. The ‘date of filing’ for emailed Appeals to Arbitration shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal to Arbitration is received outside of normal business hours, the following business day will be deemed the filing date of the Appeal to Arbitration.
  - III. The University shall acknowledge receipt of the UAW’s Appeal to Arbitration through a computer-generated, automatic email response.

L. **SELECTION OF THE ARBITRATOR/PRE-ARBITRATION CONFERENCE**

1. **The UAW representative shall contact the designated University official at the Office of the President within thirty (30) calendar days of the appeal to arbitration in order to select an arbitrator from the panels set forth in Appendix F. The arbitrator shall be selected within forty-five (45) calendar days from the date of the appeal. Failure to contact the designated University official within the established time frame shall constitute a withdrawal of the appeal to arbitration.**
2. **If the parties cannot agree to an arbitrator from the panels, the parties shall alternately strike one name each from the list of statewide 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.**
3. **At the Pre-Arbitration Conference, the parties shall:**
  - a. **Select an arbitrator from Appendix B - Panel of Arbitrators in accordance with K.1. above;**
  - b. **Discuss all arbitrability claims raised by the University, if any, with the goal of resolution;**
  - c. **Discuss the merits of the grievance, with the goal of resolution.**
  - d. **Discuss and decide engaging in grievance mediation in accordance with L. below.**

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4. At the time the University and the UAW schedule the Pre-Arbitration Conference, each party shall identify the names of the participants.
5. If the arbitrability issues are not resolved, the parties shall set the dates for the briefing schedule, inform the arbitrator of the process for resolving arbitrability, and request provisional dates for a hearing on the merits should a hearing be needed. Such hearing shall take place after the arbitrator's decision on arbitrability and at least four weeks before the arbitrator's cancellation deadline.
6. If arbitrability is resolved, but the merits are not settled, the matter shall go forward to a hearing.
7. Following the Pre-Arbitration Conference, the UCOP Representative shall notify the Union whether the Office of the President shall remand the case to the location or retain the case at the Office of the President.
8. 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.

### 3. Bifurcation

1. The University shall be precluded from raising arbitrability claims if it has not done so by the Step 3 response, unless such issues arise after the Step 3 response is issued. Arbitrability claims must include facts and arguments to substantiate such claims.
2. The arbitration process shall be bifurcated where the University and Union do not resolve properly made arbitrability claims at the pre-arbitration conference.
3. Any party requesting a hearing on the issue of arbitrability, must do so within seven (7) business days of selecting an arbitrator. If such a request is not made within seven (7) business days of choosing an arbitrator, the issue of arbitrability shall be resolved by briefs, not hearing.
4. Written Briefs

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**The issue(s) of arbitrability shall be resolved in a written decision based on arguments submitted by the parties prior to and separate from the hearing (if any) on the merits of the claim. Such arguments shall be submitted to the arbitrator in brief form according to the following schedule:**

- a. **The University shall submit its brief no later than thirty (30) calendar days from selection of an arbitrator at the pre-arbitration conference.**
  - b. **The Union shall submit its response brief no later than thirty (30) calendar days from receipt of the University's brief.**
  - c. **The arbitrator shall issue their response no later than thirty (30) calendar days from receipt of the Union's brief.**
5. **If the University fails to meet the timeline, it is precluded from making arbitrability claims, and the grievance shall proceed to a hearing on the merits.**
  6. **If the Union fails to submit a response brief, the arbitrator shall issue a ruling based on the record from the University's brief.**
  7. **Hearing on Arbitrability**

**Where a party timely requests a hearing on arbitrability, such hearing shall be held. If a hearing on arbitrability has been timely requested, the moving party shall contact the arbitrator within five (5) calendar days of making such a request to request two (2) dates (or sets of dates) for a separate hearing on arbitrability and a hearing on the merits which shall take place after the arbitrator's decision on arbitrability and at least four weeks before the arbitrator's cancellation deadline. If the moving party does not request two (2) dates (or sets of dates) for separate hearings within five (5) days of requesting a hearing on arbitrability, the issue of arbitrability shall be resolved by briefs, instead of a hearing.**

8. **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.**

M. **Mediation (optional step)**

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The parties may mutually agree to engage in grievance mediation and request a state mediator or choose a different arbitrator from the panel to serve as a mediator in order to resolve cases prior to a hearing. Mediation shall occur at least four (4) weeks before the arbitrator's cancellation deadline, unless another timeline is mutually agreed to. However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall supplant the grievance process timelines from continuing, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties. Such agreement shall not be precedent-setting.

### ~~ARBITRATOR SELECTION~~

~~The University shall issue notice to the UAW stating whether the Office of the President will retain or remand the case. The UAW representative shall contact either the Office of the President or the campus designee, per the notice, within thirty (30) calendar days of the Office of the President's notice, retaining or remanding the matter, appeal to arbitration in order to select an arbitrator(s) from the panel set forth in Appendix B. The arbitrator(s) shall be selected within forty five ~~fifteen~~ (45~~15~~) calendar days from the date of the Union's correspondence with the University official regarding arbitrator(s) selection appeal. Failure to contact the Office of the President or the campus designee and/or select arbitrator(s) within the established time frames will be considered as a withdrawal of the appeal to arbitration.~~

- ~~1. The parties shall select arbitrator(s) from the panel in Appendix B; however, on a case by case basis, the parties may agree to the selection of any arbitrator not from the panel in Appendix B.~~
- ~~2. If the parties cannot mutually agree to an arbitrator(s) 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.~~
- ~~3. Arbitration Scheduling~~
  - ~~a) Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date(s), but if they are unable to agree, the authority for scheduling a hearing date(s) shall reside with the arbitrator.~~
  - ~~b) Where arbitrability is raised by the University pursuant to Section M~~



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~~below, within sixty (60) calendar days from selection of the arbitrator (to hear arbitrability issues), 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.~~

- c) ~~The parties shall attempt to agree to a hearing date for the merits hearing within fifteen (15) calendar days after the arbitrator issues their decision on arbitrability. If they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator selected to hear the merits of the case.~~

## **BIFURCATION**

- ~~1. The arbitration process shall be bifurcated where the University asserts that there are procedural (e.g., timeliness, standing, **ineligibility pursuant to Section C.3.g.**) and/or arbitrability issues that preclude the UAW from proceeding to a hearing on the merits of the claim.~~
- ~~2. 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. **In this circumstance, the parties will select two arbitrators using the selection procedures in Section L, one shall be selected to hear decide arbitrability and the other shall be selected to hear the merits.** The issue(s) of arbitrability shall be resolved in a written decision based on arguments submitted by the parties prior to and separate from the hearing (if any) on the merits of the claim. Such argument will be submitted to the arbitrator in brief form where practicable. However, where either party requests a hearing on arbitrability, such hearing shall be held. If a hearing on arbitrability has been requested, the moving party shall contact the arbitrator to request two (2) dates for a separate hearing on arbitrability and a hearing on the merits (*removed last sentence*).~~

## **M. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING**

1. At least seven (7) calendar days prior to the arbitration the parties shall exchange lists of known witnesses and discuss exhibits.
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~~ 2 of the grievance procedure.
3. Upon request by either party but not upon the arbitrator's own motion,

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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 **and the burden of proof. In all cases, the burden of proof is preponderance of the evidence.**
6. **Hearings shall be held in-person, unless the parties agree to conduct the arbitration hearing remotely using virtual platforms. If there is no agreement by the parties on the modality of conducting the hearing, the decision shall be made by the arbitrator and shall be final.**

#### N. SCOPE OF ARBITRATOR'S AUTHORITY

1. 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 their judgment for that of the University and its agents.
2. 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

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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.
3. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.
  4. **Unless the parties mutually agree otherwise,** the party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

#### **O. RELEASE TIME FOR ARBITRATION FOR THE ASE GRIEVANT AND ASE REPRESENTATIVE**

1. 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 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 fifteen (15) calendar days in advance of the hearing date.
2. 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.

#### **P. ARBITRATOR PANEL**

1. The parties agree that there will be a standing panel of seventeen (17) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article. If agreement cannot be reached on all seventeen

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(17) 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:

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 **PQ.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.

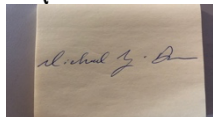

For the UAW  
November 11, 2022

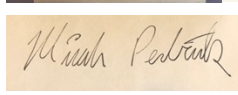
For The University

  
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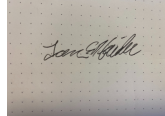
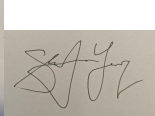

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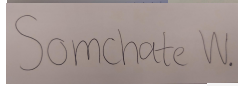
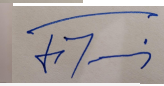


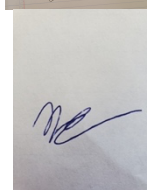
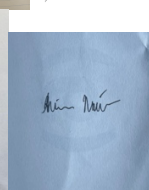
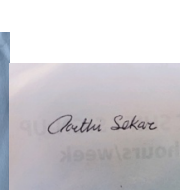
 

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**ARTICLE 13  
HEALTH AND SAFETY**

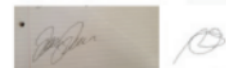
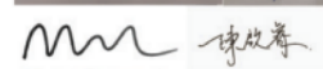
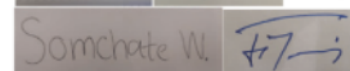
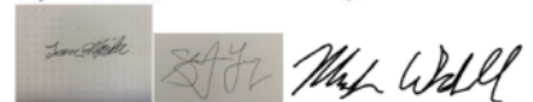
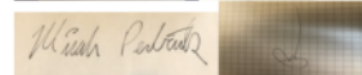
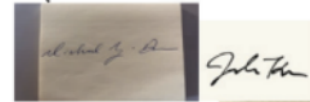

In compliance with campus health and safety policies and procedures, the University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

For the University



Nadine B. Fishel  
Chief Negotiator


For the Union

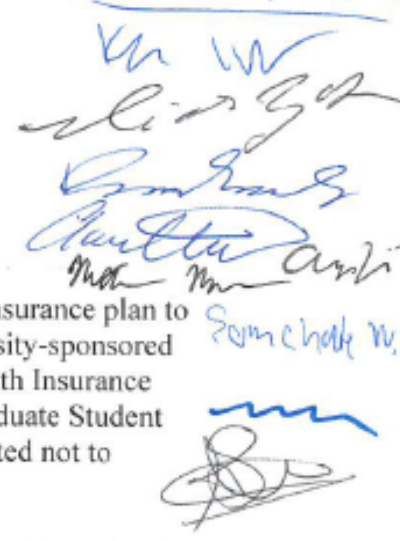




Tentative Agreement  
12-16-22

UC-UAW 2865 Bargaining  
Academic Student Employees  
Article 14 – Health Benefits  
UC Proposal 2  
December 15, 2022  
Page 1 of 2

For the University  


For the UAW, 12-16-22  


**ARTICLE 14  
HEALTH BENEFITS**

- A. Eligible ASEs may participate in a University-sponsored student health insurance plan to the same degree other eligible students at that campus participate. University-sponsored student health insurance plans include the multi-campus UC Student Health Insurance Plan (UC SHIP) administered by the UC Office of the President, and Graduate Student Health Insurance Plans administered by specific campuses who have elected not to participate in UC SHIP.
- 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 in a State-supported or Self-Supporting Program is eligible to receive remission of premium for a University-sponsored student health insurance plan. An ASE is eligible to receive only one premium remission per term. In the event premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.
- C. The University-sponsored student health insurance plans are student health insurance programs for registered students, and the eligibility for and the availability of these programs are not related to a student's status as an ASE. The parties acknowledge that the terms of the plans, including coverage, carriers, premium rates, or other program provisions, are not a term and condition of employment for an ASE.
- D. An ASE who is eligible to receive a health insurance premium remission through an ASE appointment, or through a combination of GSR and ASE appointments, is also eligible to receive 100% premium remission for their child dependents if the ASE's income exceeds the designated Medi-Cal eligibility threshold.
  - 1) If the ASE has a spouse, and the combination of their income places the ASE's family over the designated Medi-Cal eligibility threshold then the ASE is not eligible for the child dependent premium remission.
  - 2) Eligible child dependents are defined by UCSHIP plan regulations.
- E. An ASE who is not a registered student and who is not eligible to participate in a University-sponsored student health insurance plan will be eligible to participate in the non-student University Health Insurance program in the same manner as non-represented, non-senate academic employees.

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Academic Student Employees  
Article 14 – Health Benefits  
UC Proposal 2  
December 15, 2022  
Page 2 of 2

1. Eligibility to participate in the employee 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 borne 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.
- F. The University and the UAW shall meet twice a year to discuss the University-sponsored student health insurance plans. Appropriate topics for discussions are those health insurance related issues that apply to ASE's including systemwide participation in UCSHIP, potential changes in benefits, deductibles, and co-pays.

The University agrees to provide up to 4 hours of paid release time (including travel) to one ASE per campus for the purpose of attending systemwide meetings. The first such meeting shall take place during the first quarter of fiscal year 2018.



UAW Proposal #1, March 2 2022

ARTICLE 15

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 Friday in March (Cesar Chavez Day)
- 5. Last Monday in May (Memorial Day)

**6. June 19, or announced equivalent, (Juneteenth Federal Holiday)**

- ~~6. 7.~~ Fourth of July
- ~~7. 8.~~ First Monday in September (Labor Day)
- ~~8. 9.~~ November 11 (Veteran's Day)
- ~~9. 10.~~ Thanksgiving Day
- ~~10. 11.~~ Friday following Thanksgiving Day
- ~~11. 12.~~ December 24
- ~~12. 13.~~ December 25
- ~~13. 14.~~ December 31

B. Official holidays are those holidays as set forth annually in the campus calendar.

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.

Agreed to and accepted on this 2nd day of March, 2022 by:

For the University of California:



Nadine Fishel  
Chief Negotiator  
University of California

For UAW 2865:



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**Article — Immigration**

- A. No Academic Student Employee (“ASE”) covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the ASE’s name or social security number.
- B. The University will request that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any ASE while the ASE is working on the University's premises and under the University's control. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for a questioning of ASEs to occur in as private a setting as possible in the workplace. The University will notice the union if the University learns of an immigration investigation regarding an ASE.
- C. The University will furnish to any ASE terminated because they are not authorized to work in the United States of America, a copy of this Section of the Agreement.
- D. The University shall grant ASEs leave time, in accordance with Article 17 – Leaves, when given one weeks' prior notice to attend any appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The University may require proof of the appointment and/or hearings and proof of the family relationship.
- E. In the event that an ASE is not authorized to work in the United States of America and the ASE’s employment is terminated for this reason, the University agrees to meet with the Union and the ASE to make reasonable efforts to re-employ the ASE for the following academic term. If re-employed, the ASE would have to provide valid work authorization.
- F. Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet, in accordance with section G below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.

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*UC-UAW Successor Bargaining  
Academic Student Employees (BX)  
Article \_\_ – Immigration  
UC Proposal #1  
August 23, 2022  
Page 2 of 2*

- G. Joint Labor Management Committee – the University and the UAW shall use the labor management meeting process in accordance with Article 16 – Labor Management Meetings to discuss issues arising from this article.

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*Jack M. [unclear]* *[Handwritten signature]*

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For the UAW  
November 22,  
2022

UAW → UC  
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The University of California (“University”) and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW”) hereby agree to maintain the current contract language of the collective bargaining agreement in the successor agreement:

- Article 7 — Definitions
- Article 9 — Emergency Layoffs
- Article 16 — Labor Management Meetings
- Article 24 — Severability
- Article 27 — Travel
- Article 33 — Workspace and Instructional Support

**FOR THE UNIVERSITY**



March 16, 2022

**FOR THE UNION**



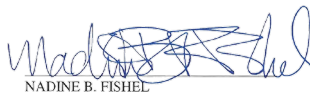








For the University



NADINE B. FISHEL

ARTICLE 17  
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 to the extent required by applicable law. Military leave will be paid to the extent required by applicable law and/or applicable University policy.

B. PREGNANCY DISABILITY LEAVE

Under the California Pregnancy Disability Leave *laws*, ASEs are entitled to unpaid leave for up to four months per pregnancy and/or reasonable accommodation for pregnancy disability, childbirth, and related medical conditions. Notwithstanding the foregoing, a Pregnancy Disability Leave will not continue beyond the end date of the ASE's appointment. The University will maintain and pay for health insurance coverage (University-sponsored Student Health Insurance Plans, or other insurance for non-student ASEs, as applicable) for the duration of the leave, not to exceed four months in a 12-month period under the same conditions that coverage would otherwise have been provided by the University if the ASE had been in employment continuously for the duration of the leave.

C. SHORT-TERM LEAVE

1. **Leave Eligibility**

**a. Salaried ASEs with a 50% appointment who take a leave pursuant to Section C.2 shall be eligible for up to two (2) days of paid leave for quarter campuses and up to three (3) days of paid leave for semester campuses. The amount of paid leave will be prorated for salaried ASEs with appointments other than 50% FTE.**

**b. When hourly ASEs take a leave pursuant to Section C.2, it shall be unpaid.**

2. Upon request from an ASE, and subject to the provisions of this article, the University will grant an ASE's reasonable request for leave of absence of appropriate duration due to:

a. personal illness and/or disability;

- b. birth, adoption, or care of a child or family member as defined below in Section H;
- c. family emergencies; or
- d. appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the ASE, spouse, domestic partner, child or parent in accordance with **Article XX, Immigration.**

~~2. Paid Medical Leave and Family Leave~~

~~c. When salaried ASEs with a 50% appointment take a leave pursuant to Section C.1, they are eligible for up to two (2) days of paid leave for quarter campuses and up to three (3) days of paid leave for semester campuses. For any salaried ASEs who are employed for other than 50% FTE, the amount of paid leave will be prorated.~~

~~d. When hourly ASEs take a leave pursuant to Section C.1, it shall be unpaid.~~

~~Leaves in Section C.1 shall be paid leaves for salaried ASEs and shall be unpaid for hourly ASEs. The period of paid leave under Section C.1 shall be no more than two (2) days for ASEs appointed at 50% for a regular academic quarter and shall be no more than three (3) days for ASEs appointed at 50% for a regular academic semester. For ASEs who are employed for other than 50% FTE, the amount of paid leave as covered in Section C.1 will be prorated. (moved)~~

3. **Additional** Supplemental Short-Term **Leave**

Unpaid leave may be granted for periods beyond the terms of leaves in Section C.1, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons defined in Section C.2 and at the sole discretion of the department or hiring unit.

**D. LONG-TERM LEAVE**

**1. Leave Eligibility**

**Salaried ASEs who take a leave pursuant to Section D.2 shall be eligible for up to eight (8) weeks of paid leave per academic year.**



2. Upon request from **an** ASE and subject to the provisions of this Article, the University will grant an ASE's reasonable request for long-term leave **due to:**

**a. The ASE's serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for a family member of the ASE, as defined in Section H, who has a serious health condition;**

**b. To care for and bond with the newborn child or a child placed with the ASE for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the ASE; or**

**c. Pregnancy, childbirth or related medical conditions for the period prior to, during, and after childbirth.**

~~a. Additional unpaid leave may be granted at the sole discretion of the University.~~

3. Whenever possible, leave should be requested at least thirty (30) **calendar** days in advance of the start date of the leave. The leave will not continue beyond the end date of the ASE's appointment.

4. Any paid leave taken under Section D shall run concurrently with any leave taken under Section B above pursuant to California's Pregnancy Disability Leave laws.

5. The paid leave provisions described in Section D run concurrently. An ASE will have a maximum of eight (8) weeks of paid leave **in an academic year**, regardless of the number of qualifying events.

6. The University will not retaliate against an ASE who takes a leave under this Section.

7. **Additional Long-Term Leave**

Unpaid leave may be granted for periods beyond the terms of leaves in Section D.1 at the sole discretion of the University, but shall not exceed the end of the appointment period.

UC-UAW 2665 Bargaining  
Academic Student Employees  
Article 17 – Leaves  
UC Proposal 3  
November 29, 2022  
Page 4 of 5

~~8. Paid Leave for Serious Health Condition, Family Related, and Parental Leave~~

~~b. A salaried ASE shall be eligible to receive up to eight (8) weeks of paid leave, and one (1) additional week of unpaid leave, per calendar year, for any combination of the following:~~

~~a. The ASE's serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for a family member of the ASE, as defined in Section H, who has a serious health condition.~~

~~b. To care for and bond with the newborn child or a child placed with the ASE for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the ASE.~~

~~c. Pregnancy, childbirth or related medical conditions for the period prior to, during, and after childbirth.~~

**E. BEREAVEMENT LEAVE**

The University will grant an ASE's reasonable request for bereavement leave due to the death of a family member as defined in Section H. The period of leave for bereavement shall be up to **five (5) ~~three (3)~~ calendar** days per occurrence. Salaried ASEs shall be granted up to **five (5) ~~three (3)~~ calendar** days pay for bereavement on those days the ASE was previously scheduled to work. Nothing in this Section shall preclude departments or hiring units from granting a longer period of paid bereavement leave when they determine the need to do so.

**F. JURY DUTY**

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

**G. OTHER LEAVES**

Other leaves, including, but not limited to, 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.

## H. DEFINITION OF FAMILY MEMBER

**Family member is defined as an ASE's parent, child, spouse, domestic partner, grandparent, grandchild or sibling. Child means the ASE's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the ASE stands in loco parentis, who is under 18 years of age or incapable of self-care because of a mental or physical disability. Parent includes the ASE's biological parent, foster parent, adoptive parent, stepparent, parent-in-law, legal guardian, or an individual who stood in loco parentis to the ASE when the ASE was a child.**

## I. REQUEST FOR LEAVE AND COVERAGE

In order to ensure proper coverage for leaves other than long-term leaves **in Section D**, ASEs are expected to contact the supervisor to request leave as soon as the need for the leave becomes known but not less than one (1) working day in advance of the commencement of the leave unless the leave is for an unanticipated personal or family illness or bereavement.

Requests for leave shall be made in writing with information about the nature of the leave and probable duration. Upon request, the ASE will be required to provide appropriate documentation. While it is the University's responsibility to make arrangements for coverage, the ASE will assist as reasonably possible.

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UC-UAW ASE Bargaining – Successor Contract  
Management and Academic Rights  
UC Proposal 1  
11-29-2022

Tentative Agreement  
12-16-22

For the UC  
~~Management and Academic Rights~~  
ARTICLE 18

For the UAW, 12-16-22  
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MANAGEMENT AND ACADEMIC RIGHTS

A. All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:

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

1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;

to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;

2. to recruit, appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the work force;

3. to establish and administer procedures, rules and regulations, and direct and control University operations;

4. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;

5. to determine the work location or relocation, reorganization, or discontinuance of operations;

to alter, extend, or discontinue existing equipment, facilities, and location of operations;

6. To determine and modify job qualifications, requirements, classifications, and descriptions;

7. To determine or modify the number, scheduling, responsibilities, and assignment of ASEs including to direct, assign, train, and otherwise supervise unit employees;

to determine or modify the number, qualifications, scheduling, responsibilities and assignment of ASEs;

8. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 8, Discipline and Dismissal;

to discipline or dismiss ASEs (moved from CCL order);

9. to establish, maintain, modify and or enforce standards of workplace performance, conduct, order and safety;

10. to determine the standards of workplace performance for ASEs and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;

to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which ASEs' performance is evaluated;

11. to establish and modify rules, regulations, and policies and safety procedures;

to establish and require ASEs to observe University rules and regulations;



UC-UAW ASE Bargaining – Successor Contract  
Management and Academic Rights  
UC Proposal 1  
11-29-2022

12. to establish or modify the academic **and work** calendars, including holidays and holiday scheduling;
13. to assign **ASE's individual** work locations;
14. to schedule hours of work;
15. to recruit, hire, or transfer;
16. to determine how and by whom instruction is delivered;
17. to introduce new methods of instruction;
18. **to determine and manage campus housing pursuant to University policies;**
19. **to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;**
20. **to select all insurance carriers and to change carriers from time to time;**
21. **to investigate and determine matters of sexual harassment, discrimination and personal misconduct;**
22. or to subcontract all or any portion of any operations;
23. 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 Agreement is limited to all matters within the "scope of representation." The collective bargaining agreement solely regulates the wages, hours, and terms and conditions of employment for ASEs, pursuant to HEERA. With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: academic standards for student admission; student grading, courses, curriculum, and degree requirements; research methodology, presentation, and publication; financial aid, tuition and fees; financial support to students, including, but not limited to application, selection, funding, administration, usage, accountability and termination and all matters related thereto; creation and/or continuation of all policies pertaining to unit members' status as students including Student Code of Conduct, student discipline, and student housing.**

#### **D. NON-EXCLUSIVITY**

The above enumeration of management **and academic** rights is not exhaustive and does not exclude other management **and academic** rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

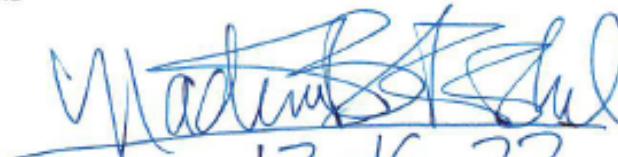
#### **E. Grievance/Arbitration**

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.

# Tentative Agreement

UC/UAW BX Negotiations  
Article 19 – No Strikes  
UC Proposal 2  
December 2, 2022  
Page 1 of 1

For the University

  
12-16-22

ARTICLE 19  
NO STRIKES

For the UAW, 12-16-22


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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, **including sympathy 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 **by email or** to the home address of all ~~employees~~ **unit members** 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~~ **unit members** engaged in prohibited activity must cease such activity and immediately return to work.

D. **SYMPATHY STRIKES**

1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.
2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of the University they may not be paid for work they do not perform and may be subject to discipline and dismissal.

E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

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8/10/22  
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## ARTICLE 20 NON-DISCRIMINATION IN EMPLOYMENT

### A. GENERAL PROVISIONS

Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any ASE on the basis of race, color, religion, marital status, national origin, ancestry, **ethnicity**, sex, ~~(including gender (including pregnancy, childbirth, medical condition) related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding)~~ **(including gender (including pregnancy, childbirth, medical condition) related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding)**, sexual orientation, gender identity, gender expression, **gender transition status**, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, **ancestry**, service in the uniformed services **(including protected veterans)**, age, citizenship, political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against an ASE for requesting or taking Family and Medical Leave.

For the purposes of this Article only,

- a. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.
- b. "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.
- c. "Gender expression" means **a person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.** ~~a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.~~
- d. "Gender identity" is **each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.** ~~each person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.~~
- e. "Medical condition" **means** either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.

2. If the UAW 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 UAW'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 12, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the ASE to make an informed choice.

## B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and SVSH Policy.

~~Sexual Harassment is defined as unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal, nonverbal or physical contact of a sexual nature when:~~

2. Sexual Harassment is when:
  - a. Quid Pro Quo: A person's submission to or rejection of ~~such~~ **unwelcome sexual** conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, or advancement, or other decisions affecting participation in a University program **or activity**; or
  - b. Hostile Environment: ~~such~~ **Unwelcome sexual or other sex-based** conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.
3. **Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature.**



~~a. If the definition of Sexual Harassment changes in the SVSH Policy, the new definition will replace the current language.~~

4. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees (including ASEs), staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.

~~If the definitions in the Sexual Violence Sexual Harassment Policy (“SVSH”) or University’s Discrimination, Harassment, and Affirmative Action in the Workplace Policy change, the new definitions will apply to this Article.~~

5. **Where there is no conflict with this Agreement, the University’s SVSH Policy and the Nondiscrimination Policy shall continue to apply to Academic Student Employees.**

### C. **Retaliation Prohibition**

1. Retaliation is an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee, or their participation in, refusal to participate in, or assistance with the investigation, reporting, remedial, or disciplinary processes provided for in University Policy and/or in this Article.
2. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited Conduct or participating in a process provided for in University Policy and/or in this Article, such as threats, intimidation, harassment, discrimination and coercion. **Retaliation does not include Good faith actions lawfully pursued in response to a report of Prohibited Conduct (such as gathering evidence) are not, without more, retaliation.**
3. The University prohibits retaliation against or by ASEs based on their report of prohibited behavior or participation in, **refusal to participate in, or assistance with** the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy. ~~Retaliation includes threats, intimidation, reprisals, and/or adverse employment and/or academic actions against a person based on their report of prohibited behavior or participation in the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy or this Article. If the definition of retaliation changes in the SVSH Policy, the new definition will replace the current language.~~
4. The Title IX Offices responsible for investigations are listed at: <http://sexualviolence.universityofcalifornia.edu/filing-report/index.html>.

### D. RESOLUTION PROCEDURES

Reports of alleged violations of Section A. or B.1.-4. above and/or University Policy may be addressed through the complaint procedure and/or the grievance procedure. Additionally, Alternative Resolution may be used at any time to address the issues. Formal Investigations may be initiated as part of the complaint resolution or grievance procedure.

1. Alternative Resolution: ASE(s) and/or the Union and/or the University may seek Alternative Resolution at any time.
  - a. After a preliminary assessment of the facts, the Title IX / EEO Officer may initiate an Alternative Resolution process, which may include: mediation (except in cases of sexual violence); separating the parties; providing for safety; referring the parties to counseling; referral for disciplinary action; a settlement agreement; conducting targeted preventive educational and training programs; and conducting a follow-up review to ensure that the resolution has been implemented effectively.
  - b. **Only the Title IX/EEO Officer has the authority to initiate Alternative Resolution.**
  - c. If Alternative Resolution is unsuccessful, the Title IX/EEO Officer may initiate a formal investigation.
  - d. Attempts at Alternative Resolution at the informal level do not extend the thirty (30) calendar day time limit to file a grievance. However, should a grievance be filed, the parties may agree in writing that the grievance be held in abeyance while alternative resolution is being considered or ongoing.
2. Interim Measures for Complainant(s)
  - a. When the appropriate administrative officer has determined that a Complainant has established a prima facie case of harassment and/or discrimination based on a protected category, the University shall implement interim measures when necessary. Such measures shall allow the ASE to continue training in an environment free from harassment and/or discrimination based on a protected category.
  - b. Interim measures available to ASEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.
3. Remedies
  - a. Remedies available to ASEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for

which the ASE is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

- b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the ASE continue training in an environment free from harassment and/or discrimination based on a protected category.

4. Representation

The ASE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.

5. Complaints/Claims

- a. Academic Student Employees may file a Complaint directly with the Title IX or Equal Opportunity Office responsible for investigations at each campus location.
- b. Nothing in this Article precludes Academic Student Employees from filing a claim with an outside agency.
- c. For sexual harassment cases, the University will follow the University of California SVSH Policy.

6. Grievance Procedure

**a. If a grievance is filed in accordance with Article 12 that includes an alleged violation of this Article, the University shall forward the allegation(s) to the Title IX / EEO Officer for review. If the Title IX / EEO Officer determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance while the investigation is ongoing.**

**b. As soon as practicable, after the Title IX/EEO Officer receives the grievance, they will make an initial assessment to determine whether (i) the allegation(s) constitute a prima facie case of an act of prohibited behavior; and (ii) such conduct has a sufficient nexus to the University for it to intervene.**

**c. The Title IX/EEO Officer may implement interim measures, in accordance with section D.2. above.**

**d. In the event that a formal investigation is conducted, the investigation shall be conducted in accordance with the SVSH Policy.**

**e. When the University issues the report or otherwise concludes its review/investigation, the abeyance shall automatically terminate, and the a Step 1 process shall resume.**

**f. In any event, the parties recognize that having a fair investigation and proceeding to an arbitration hearing on the merits with a completed investigation report (report of findings) is optimal. The parties may mutually agree to postpone the arbitration until the completed investigation report is available.**

## E. LACTATION SUPPORT

- ~~1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, ASEs shall have access to these spaces for the purpose of expressing and storing breast milk. These spaces which will be a locked private space that are sanitary and equipped with a table, comfortable chair and electrical outlet.~~
2. If no such space exists in reasonable proximity to an ASE's work location, the department/hiring unit will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.
3. The University will allow adequate time for an ASE to express breast milk, with the understanding that the ASE will not disrupt classroom activities for this purpose.
4. **Within thirty (30) calendar days from ratification**, the University shall provide information regarding the availability of lactation support on a campus website. ~~no later than the conclusion of the Fall 2018 term.~~

## B. ALL-GENDER RESTROOMS

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
2. **The University shall provide that all ASEs have adequate reasonable access to all-gender restrooms within a reasonable distance to their work location, however**, the University shall not be obligated to expend funds beyond minimal and incidental costs to provide reasonable access to all-gender restrooms.
3. **If assistance with access to an all-gender restroom is needed**, ~~If an ASE anticipates the need for access to an all-gender restroom,~~ the ASE or the Union shall contact the department/hiring unit or campus Labor Relations office as soon as possible after receiving written notice of appointment **in order to ensure reasonable access options are provided within a reasonable distance to the ASE's work location.**

4. ~~The University agrees to promptly engage in a discussion with the ASE, or the Union, and to provide reasonable access to an existing all-gender restroom within a reasonable distance to the ASE's work location. Reasonable access may include, but is not limited to, section/class reassignments and/or schedule modifications, re-designating an existing restroom as all-gender, or placing the ASE in an alternate appointment.~~
5. The parties recognize that any delay in notifying the department/hiring unit or campus Labor Relations of the need for access to an all-gender restroom may limit the possible arrangements, particularly where class assignments have already been made and/or the term has already commenced.
6. ~~No later than one year from the effective date of the contract,~~ The University shall ensure that all single-occupancy restrooms will be designated as all-gender restrooms. "Single-occupancy restroom" is defined as a toilet facility with no more than one water closet and one urinal with a locking mechanism controlled by the user. Each all-gender restrooms must have at least a sign on the door with a triangle within a circle, without gender pictograms.
7. The University shall list the locations of all-gender restrooms on a campus website.


#### H. ADDITIONAL SUPPORT

ASEs may contact campus Labor Relations or the Union for additional support/and or assistance regarding provisions of this article.

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UC-UAW Successor Bargaining  
Academic Student Employees  
Article 21 – Parking and Transportation  
University Proposal #2  
November 23, 2022  
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For the University

  
NADINE B. FISHEL



ARTICLE 21  
PARKING AND TRANSIT

For the Union

- ~~A. At all campuses, 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. At all campuses, 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 UAW of any proposed change or increase in parking and transit rates. The University shall meet upon request of the UAW to discuss and receive comments regarding any proposed change in parking and transit rates.~~

A. General Conditions

- 1. The University and the UAW agree reducing the carbon footprint is a mutual goal.
- 2. ASEs shall be eligible to participate in a campus' parking and transit program, if any, in accordance with the provisions of each location's program on the same basis as similarly-situated employees. This includes, but is not limited to, pre-tax/payroll deduction options applicable if the ASE is eligible for such deductions due to their payroll and/or tax status.

B. Alternative Transportation

- 1. ASEs are encouraged to participate in alternative transportation programs, if offered, at each location including shuttles, public transportation, bicycle programs, carpool programs and other alternative transportation programs.
- 2. The University shall move toward enhanced transit programs as follows:
  - a. Within 12 months of ratification:
    - 1) Ensure all locations make pre-tax programs available to eligible employees paid regular wages through UC PATH to pay for transit options.
    - 2) Access to a UC-negotiated e-bike purchase discount program, minimally at fifteen percent (15%), with the goal of twenty percent (20%), below the published retail price for the same bike from the same retailer, subject to appropriate participation in the program. UAW commits to encouraging its bargaining unit members to take

advantage of such program through its regular channels of communication.

- 3) As a public transit allowance, the University will double match the bargaining unit employee’s contribution up to thirty dollars (\$30) per month into the pre-tax account referenced in section 1) above according to the following schedule:

<u>Employee Contribution</u>	<u>University Double Match</u>	<u>Monthly Total</u>
\$5	\$10	\$15
\$10	\$20	\$30
\$15	\$30	\$45

Bargaining unit members at locations which provide access to a no-cost transit pass, as outlined in Section E below (including as part of student fee remission), shall not receive this double matching allowance. The Lawrence Berkeley National Laboratory will be included to the extent permitted by the terms of its Department of Energy contract related to cost allowability.

- b. Within 24 months of ratification: Bargaining unit access to enhanced UC Travel measures to reduce the impact of university business travel on carbon emissions, including more accurate carbon impact estimates of travel itineraries and access to discounted electric vehicle rentals.
- c. Within 36 months of ratification: Best efforts by UC to negotiate reduced-fee or no-fee access to the appropriate regional transit system(s) for each location, pursuant to Section E below, where practicable.

C. Notice

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 thirty (30) calendar days’ advance written notice to the UAW of any proposed change or increase in parking and transit rates. The University shall meet upon request of the UAW to discuss and receive comments regarding any proposed change in parking and transit rates.

D. Labor-Management Meeting on Transit

1. No later than six (6) months after ratification of this Agreement, at the request of the union, the Labor-Management Meeting on Transit (“Meeting”) will be convened on a campus basis for the purpose of discussing ways to enhance bargaining unit



**member access to transit programs to commute to and from the University location.**

2. **The parties may invite guests, including, but not limited to, subject matter experts, provided there is notice and mutual agreement.**
3. **The University and UAW shall mutually agree upon an equal number of representatives for each party. The Meeting shall be limited to two (2) hours unless the parties mutually agree otherwise. Bargaining unit employees serving on the Labor-Management Meeting on Transit shall be provided release time for time they would have otherwise worked on that day for the purpose of attending the Meeting, provided there is notice in accordance with Article 10 - Labor-Management Meetings.**
4. **The parties shall propose agenda items for the Meeting no later than seven (7) calendar days prior to the Meeting. If there are no agenda items proposed, the Meeting shall be canceled or rescheduled.**
5. **While the Labor-Management Meeting on Transit is intended to cover ASEs, nothing shall preclude the parties from agreeing to combine the Meeting with that of other UAW units.**

**E. Regional Transit System Pass Chart**

Campus	Transit Pass Classification
UC Berkeley	Student Easy Pass (AC Transit/Bear Transit)
UC Davis	SacRT Connect Card
UC San Francisco	Clipper "A" Pass: Muni (includes Cable Car) + BART within SF
Lawrence Berkeley National Laboratory	LBNL Shuttle  For ASEs Only: Student Easy Pass (AC Transit/Bear Transit)



UC-UAW Successor Bargaining  
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<b>UC Merced</b>	<b>MTA (The Bus) 31 Day Fixed Route Pass</b>
<b>UC Santa Cruz</b>	<b>31 Day METRO Pass</b>
<b>UC Santa Barbara</b>	<b>MTD Monthly Pass</b>
<b>UC Los Angeles</b>	<b>Bruin Grad Pass</b>
<b>UC Riverside</b>	<b>RTA U-Pass Program</b>
<b>UC Irvine</b>	<b>OCTA 30-day Pass</b>
<b>UC San Diego</b>	<b>FaST Pass or COASTER Pass</b>

April 19, 2022

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UC Proposal #2, April 7, 2022

**ARTICLE 22  
POSTING**

**A. CAMPUS WIDE POSTING OF APPOINTMENT OPPORTUNITIES**

By March 15th of each year, the University shall ~~begin posting~~ **post any available** information regarding ASE appointment opportunities for the following academic year on the central campus website. Sixty (60) days before the commencement of each academic year, departments and hiring units shall post on the website available positions within the department for that year. Should new positions become available, they shall be posted within fourteen (14) days. The website 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; and
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. For those departments and hiring units that have formal written guidelines regarding hiring for and allocations of ASE positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

**~~C. SYSTEM-WIDE POSTING~~**

~~By October 1st of each year, the University will post the following information about courses where ASEs were employed in the previous academic year:~~

- ~~a. Campus~~
- ~~b. Course title~~

- ~~e. Course number~~
- ~~d. Brief description of the course~~
- ~~e. Number of sections attached to the course~~
- ~~f. Student enrollment for each section~~
- ~~g. Number of TAs, by title, attached to each lecture, discussion, lab, seminar, etc.~~

**D. ENROLLMENT REPORT**

Each campus shall provide its yearly report on non-unit bearing course information (includes enrollment information for each lecture, discussion, lab, seminar, etc.) to the UAW in electronic format by October 1st of each year.

**For the University of California:**



Nadine Fishel  
Co-Chief Negotiator  
University of California

**For UAW 2865:**



## ARTICLE 23 REASONABLE ACCOMMODATION

### A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified Academic Student Employees who are disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

### B. MEDICAL DOCUMENTATION

When requested by the University, the Academic Student Employee is responsible for providing the University with medical documentation identifying functional limitations and how such limitations affect the Academic Student Employee's ability to perform the essential functions of the job. The University may require that an Academic Student Employee be examined by an appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

### C. THE INTERACTIVE PROCESS

1. When an Academic Student Employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the Academic Student Employee and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability management representative ) about possible options for reasonably accommodating the Academic Student Employee's disability. **The Academic Student Employee may bring a union representative to the interactive process.** This process shall occur as soon as practicable. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the Academic Student Employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the interactive process, the University considers information related to: the essential functions of the job, the Academic Student Employee’s functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. If able to, the University will present multiple options for the ASE to consider, however the University will determine which accommodation(s) will be implemented.
  - a. The University will consider reasonable accommodations that would enable the Academic Student Employee to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate position.
  - b. ASE’s may bring a support person to the interactive process meeting which could include a union representative.
  - c. The University is not obligated to implement an accommodation that would present an undue hardship.

**D. Temporary Work Adjustment**


**If the Interactive Process is initiated in accordance with Section C above, the supervisor/department administrator, in consultation with the disability management team, may assist in a temporary work adjustment until the Interactive Process is completed.**

~~D. Joint Labor Management Committee~~

- ~~1. The parties agree to meet on a periodic basis to discuss issues arising from this article using the process specified in Article 16 – Labor Management Meetings.~~
- ~~2. Either party may request a meeting and such a meeting may be held at either a local campus level, or at a system wide or semi system wide level.~~
- ~~3. ASEs serving on the Committee shall be provided release time for attending the meeting, if necessary.~~
- ~~4. The parties may invite subject matter experts to attend the meeting, provided there is advanced notice.~~

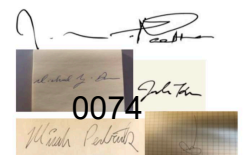
**For the University**

**For the UAW  
11-30-22**

  
NADINE B. FISHEL





  
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ARTICLE \_\_  
RESPECTFUL WORK ENVIRONMENT

A. GENERAL CONDITIONS

1. The University and UAW are jointly committed to promoting and maintaining a work environment that is health and free of **Abusive Conduct**, in which every **employee and member of the University community** is treated with respect.
2. The Parties mutually acknowledge that **Abusive Conduct** creates an intimidating environment and may interfere with **an employee's** work. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.
3. The University and UAW shall strive to foster an environment in which employees feel comfortable making reports of **Abusive Conduct** in good faith. The Parties also commit to prohibiting retaliation against any person who reports **Abusive Conduct** or participates in any related investigation or other process in good faith.

B. DEFINITION OF ABUSIVE CONDUCT

1. **Abusive Conduct is** harassing or threatening behavior that is sufficiently severe, persistent, or pervasive conduct in the workplace that denies, adversely limits, or interferes with **an employee's** participation in or benefit from University employment. The **Conduct** creates an environment, whether intended or not, that is objectively intimidating or offensive and unrelated to the University's legitimate educational, employment, and business interests.
2. Such conduct shall be evaluated on a case-by-case basis, taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature and severity of the alleged conduct; whether the conduct was physically threatening;

and whether the conduct may be protected. A single act may constitute Abusive Conduct if especially severe or egregious.

3. **Exercising Academic Freedom (e.g. comments about scholarship, instruction within the classroom, different approaches to curriculum, opposing opinions about policy issues, or academic achievement), as such, is distinct from and does not constitute Abusive Conduct.**
4. **Differences of opinion, miscommunication, differences in work styles, business disagreements handled professionally, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute Abusive Conduct.**

### C. EXAMPLES OF ABUSIVE CONDUCT

1. Examples of Abusive Conduct may include, but are not limited to, the following types of behavior:
  - a. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
  - b. Spreading false information or malicious rumors,
  - c. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,
  - d. Encouraging others to act, singly or in a group, to intimidate or harass other individuals,
  - e. Making inappropriate comments about a person's appearance, lifestyle, family, culture, country of origin, visa status, religious/spiritual/philosophical beliefs, or political views in a manner not covered by the University's policies prohibiting discrimination,
  - f. Teasing or making someone the brunt of pranks or practical jokes,
  - g. Inappropriately interfering with a person's personal property or work equipment,

- h. Circulating inappropriate photos, videos, or information via e-mail, social media, or other means,
  - i. Making unwanted physical contact or inappropriately encroaching on another individual's personal space, in ways that would cause discomfort and unease, in a manner not covered by the University's Sexual Violence and Sexual Harassment policy,
  - j. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,
  - k. Repeatedly demanding of an individual that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, for which the employee does not have authority, or repeatedly refusing to take "no" for an answer when the individual is within the individual's right to decline a demand; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess),
  - l. Making inappropriate threats to block a person's academic advancement, opportunities, or continued employment at the University,
  - m. Sabotaging or undermining a person's work performance.
2. Abusive Conduct does not include per se exercising appropriate supervision of employees conducting appropriate performance management, or providing appropriate feedback, including but not limited to the following:
- a. Providing performance appraisals to employees, including negative appraisals,
  - b. Delivering constructive criticism,
  - c. Coaching or providing constructive feedback,
  - d. Grading student performance, including negative assessments,
  - e. Monitoring or restricting access to sensitive and confidential information for legitimate business reasons,
  - f. Scheduling regular or ongoing meetings to address performance issues,
  - g. Setting ambitious performance goals to align with departmental goals,



- h. Investigating alleged misconduct or violation of University policy,
- i. Counseling or disciplining an employee for performance, engaging in misconduct, or violating University policy,
- j. Engaging in assertive behavior,
- k. Having a disagreement,
- l. Making unpopular statements or articulating positions on controversial issues,
- m. Participating in debates and expressing differences of opinion about academic decisions,
- n. Participating in a formal complaint resolution or grievance process,
- ~~e. Exercising academic freedom, including comments about scholarship, instruction within the classroom, different approaches to curriculum, opposing opinions about policy issues, or academic achievement, even if the content is considered insulting by the recipient and even if delivered passionately.~~

~~If the definitions or examples (including paragraphs C.1 and C.2 above) conflict with the Policy at issuance or in future iterations, the new definitions or examples will apply to this Article.~~

- 3. Where there is no conflict with this Agreement, definitions, or examples in the University's Abusive Conduct in the Workplace Policy shall continue to apply, upon the effective date of the Policy.**

#### **D. REPORTING COMPLAINTS**

1. Complaint procedures pertaining to Respectful Work Environment are covered by the University's Abusive Conduct in the Workplace Policy ("Policy"). If there is a conflict between such Policy and this Agreement, the Agreement shall govern.
2. Reports of violations of this Article shall be made to the campus designated office(s) (listed in Appendix XX). The campus designated office(s) shall, without undue delay, determine within a reasonable period of time whether there is cause to believe that a violation of this Article has occurred. If the campus designated office(s) determines that a formal investigation will occur, the campus designated office(s) may implement interim measures, if necessary.

3. **If a grievance is filed alleging violations of this Article, the Union and University may agree in writing that the grievance, or portion thereof, be placed in abeyance, pending the outcome of the investigation, if any. If there is no investigation, the grievance shall proceed in accordance with Article 12 – Grievance and Arbitration.**

#### **E. LOCAL POLICIES**

Until a systemwide Policy is established, local policies and guidelines shall control, where applicable. References to “Policy” in this Article shall refer to these local policies, until local policies are superseded by the systemwide Policy.

UAW → UC  
R.J.

3/16/22  
4:48 pm

The University of California (“University”) and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW”) hereby agree to maintain the current contract language of the collective bargaining agreement in the successor agreement:

- Article 7 — Definitions
- Article 9 — Emergency Layoffs
- Article 16 — Labor Management Meetings
- Article 24 — Severability
- Article 27 — Travel
- Article 33 — Workspace and Instructional Support

**FOR THE UNIVERSITY**



March 16, 2022

**FOR THE UNION**











**ARTICLE 25**  
**SUMMER SESSION**

**A. WAGES**

**1. Teaching Assistant, Teaching Fellow, Graduate Student Instructor, Associate Instructor**

A Teaching Assistant, Teaching Fellow, Graduate Student Instructor or Associate Instructor, who is not an Instructor of Record who has a 50% appointment during summer session, shall be compensated at the rate resulting from dividing the academic term gross salary by the maximum workload of 220 hours (quarter) or 340 hours (semester) and multiplying the result by 120 hours (for a six-week summer session). This compensation rate shall apply proportionately to other percent appointments and/or to summer sessions of different lengths. ASEs and groups of ASEs who are currently paid at a rate greater than this in summer 2007 shall continue to be paid on that basis (plus any additional wage increases that ASEs in the unit received in the previous academic year).

**2. Instructors of Record**

During the term of this contract, the University shall maintain the status quo on its method for compensating Instructors of Record in the summersession.

**3. Reader, Remedial Tutor, Tutor, Special Reader**

The hourly rate for an appointment in these classifications shall at a minimum be the hourly rate in effect for the preceding academic year.

**4. Proportionate Application**

Salaries may be applied proportionately to other percent appointmentsand/or with the exception of UC Santa Barbara, to summer sessions ofdifferent lengths. A summer session appointment will be as defined in Section F. of this article.

**B. APPLICABLE ARTICLES**

The following articles apply to ASEs who are employed in the summer session: Recognition, Child Care, Classifications, Defined Contribution Plan, Definitions, Discipline and Dismissal, Emergency Layoff, Employment Files and

Evaluations, Grievance and Arbitration, Health and Safety, Holidays, **Immigration**, Labor Management Meetings, Leaves, Management and Academic Rights, No Strikes, Non-Discrimination in Employment, Parking and Transit, **Reasonable Accommodation**, **Respectful Work Environment**, Severability, Training and Orientation, Travel, Union Access and Rights, Union Security, Waiver, Wages, Workspace and Instructional Support, and Duration.

The remainder of the articles in this agreement do not apply to ASEs who are employed in the summer session.

## C. APPOINTMENT NOTIFICATION

### 1. General Provisions

- a. **An Academic Student Employee (ASE) appointment is established only by the issuance of an official Written Notice of Summer Session Appointment as provided in this Article in C. 2 below.**
- b. **These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, where applicable, and the timely submission of all documents required by the University to process a request for work authorization.**

2. The University shall provide **Written Notice of Summer Session Appointment** (e.g., letter or email) of appointment to individuals offered an ASE summer session appointment **via email or other electronic systems**. When a position becomes available more than thirty (30) **calendar** days in advance of the assignment the ASE shall receive **Written Notice of Summer Session Appointment** written notification of the appointment no less than thirty (30) **calendar** days before the start of the assignment. In cases in which a position becomes available less than thirty (30) **calendar** days before the commencement of summer session, **Written Notice of Summer Session Appointment** notification will be made as soon as possible. The Notice shall include, but shall not be limited to: appointment title; summer session/hiring unit contact; academic department/program, if known; effective dates; salary/wages; appointment percentage (or range of hours); response requirements, if any; a statement that the position is covered by a collective bargaining agreement between the parties; ~~the contract website address~~; and a statement that the name and department address of all ASEs are released to the UAW; **a direct link to the UAW**

**website containing the Membership Election Form,**

3. The **Written Notice of Summer Session Appointment** notice from ~~the summer session hiring department~~ will also include the following if known: academic department/program, faculty member or supervisor to whom the individual will report, the location where the work will be performed, course assigned, general job responsibilities and other information as deemed appropriate by the University. If the information is not known and available at the time the appointment notification is provided by the summer session hiring department, this information will be communicated at a later time by the University and if practical the information will be provided in writing.

**D. APPOINTMENT SECURITY**

If the University fails to notify an ASE prior to the commencement of the second meeting of the assigned section or class that a position offered and accepted is no longer available, the University will ensure the individual:

- a. is placed in an appointment at the classification and equivalent compensation level offered and accepted, or
- b. receives equivalent compensation in lieu of the position for the session at the level offered.

**E. JOB POSTING FOR SUMMER SESSION**

1. Campus-Wide Posting

As soon as practicable, but no later than February 1 of each year, ~~except at UC Irvine where the date will be no later than December 15,~~ the University shall begin posting information regarding Summer Session ASE opportunities on the campus website. Sixty (60) **calendar** days before the commencement of each academic year, departments and hiring units shall post on the website available positions within the department for that year. Should new positions become available, they shall be posted within fourteen (14) **calendar** days. The University may update or edit this information as it deems appropriate. The website shall contain the following information.

- a. The projected number of available ASE positions by department/hiring unit the University anticipates for the following Summer Session. This projection is not a guarantee of the actual number of ASE positions that will be available or filled.
  - b. An employment non-discrimination statement.
  - c. A general description of the duties performed by each of the classifications covered by the agreement.
  - d. The “minimum qualifications” by classification as established by and at the sole discretion of the University.
  - e. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
  - f. The application procedures or hiring unit contact for ASE positions.
2. Department-Level Posting

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 websites. For those departments and hiring units that have formal written guidelines regarding hiring for and allocations of ASE positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

## **F. SUMMER SESSION WORKLOAD**


1. A Teaching Assistant, Teaching Fellow or Associate **Instructor**, who is not an Instructor of Record, with a 50% appointment for a six (6) week summer session shall not be assigned a workload that exceeds 120 hours or will not be assigned to work more than eight (8) hours in any one day. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assigned. This provision shall apply proportionately to other percent appointments and/or, with the exception of UC Santa Barbara, to summer sessions of different lengths.



2. An ASE who is considered the Instructor of Record during the summer session will be responsible for the summer session course.
3. Readers, Special 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, Special Readers and Tutors will not be assigned to work more than eight (8) hours in any one day.
4. ASEs should initiate discussions with their supervisors as soon as they anticipate any workload-related issues that would result in a violation of this Article.
5. Disputes regarding workload arising under this article are not subject to Article 12, Grievance and Arbitration, of this agreement. In the event a dispute arises regarding workload, the procedures set forth in Article 32, Workload, shall apply. The provisions of the workload section of this article are subject to the enforcement procedure as detailed in Article 32, Workload.

For UAW 11-29-22

**For the University**

  
NADINE B. FISHEL

  
  
  
  
  
  
  
  
  
  
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TENTATIVE AGREEMENT

June 28, 2022

UC/UAW BX Negotiations  
Article 26 – Training & Orientation  
UC Proposal 1 - CCL  
April 7, 2022  
Page 1 of 1

KI UC → UAW  
6/28/22

**ARTICLE 26  
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.

For the University

Nadine B. Fishel  
Chief Negotiator

6-28-2022

For the UAW 2865

John  
Michael  
Michael  
Somchate W. F7-1  
M  
H

UAW → UC  
R.J.

3/16/22  
4:48 pm

The University of California (“University”) and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW”) hereby agree to maintain the current contract language of the collective bargaining agreement in the successor agreement:

- Article 7 — Definitions
- Article 9 — Emergency Layoffs
- Article 16 — Labor Management Meetings
- Article 24 — Severability
- Article 27 — Travel
- Article 33 — Workspace and Instructional Support

**FOR THE UNIVERSITY**




March 16, 2022

**FOR THE UNION**



Michael  
Jack  
Somchate W  
M  
The Hill

PERB Received  
04/07/23 18:14 PM  
UC/UAW BX Negotiations  
Article 28 – Union Access and Rights  
UC Proposal 4  
September 21, 2022  
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FOR THE UNIVERSITY  
  
NADINE B. FISHEL  
9-21-2022

For the Union  


**ARTICLE 28  
UNION ACCESS AND  
RIGHTS**

9-23-2022

**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. Email use**

UAW designated employee representatives may use their university email 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 their 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, **hiring unit/department**, employee identification number, classification, title code, percentage appointment, monthly salary, salary rate, amount of monthly dues/~~agency fees~~ deducted, home address, personal cell and personal e-mail, **if known**. In the event an employee has opted to have their home address, personal cell and personal e-mail protected under applicable federal and/or state law, the home address of such academic student employee shall be deleted from this list. Upon written request, the University shall supply the UAW with information regarding the gender, race and ethnicity of all ASEs (to be provided in aggregate), sorted by discipline (as defined by the University) not more

than twice per year. 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. SYSTEM-WIDE BARGAINING**

1. At each campus, the University shall provide compensation, including eligible fee and GSHIP remissions, for **up to** one FTE (40 hours/week) ASE appointment(s) (fee and GSHIP remissions shall not be paid for more than 2 ASEs per term) as UAW bargaining committee member(s), **not to exceed two ASEs**, to participate in system-wide bargaining for two (2) terms during which bargaining occurs. In the event that bargaining occurs during summer sessions, one term for the purposes of compensation, is equivalent to two consecutive **six** (6)-week summer sessions or equivalent. The UAW bargaining committee member(s) shall be provided paid release time for all remaining time in bargaining until, but no later than, the expiration date of the contract, unless otherwise mutually agreed to by the parties. It is permissible for the University to provide for compensation in the summer (up to 100%) in lieu of an academic semester or quarter to meet the requirements of this section.
2. Those receiving compensation pursuant to Section 1 above must be a student or an ASE at the campus in the term that bargaining commences.
3. Bargaining committee members shall be compensated so that they incur no loss nor achieve any gain over their current or most recent ASE appointment on the campus or the highest rate of appointment in an ASE position in the ASE's career on the campus. In cases where an ASE would normally advance based on campus procedures, the higher rate would be paid.
4. The UAW shall give notice to the University of the UAW bargaining committee member(s) to be assigned and compensated in accordance

with this section **no less than sixty (60)** ~~thirty (30)~~ calendar days prior to the term in which they are to be assigned and compensated for system-wide bargaining or as soon as practicable.

5. **The University shall issue an appointment notification to the bargaining committee members at least thirty (30) calendar days prior to the term in which the UAW bargaining committee is provided an appointment(s) for system-wide bargaining, as described in D. 1 above, if practicable.**
6. **Provided the bargaining assignment is the sole appointment for a given term**, an ASE who works in this capacity for the terms referenced above shall not have those terms counted toward any limit imposed by an academic department on the number of terms of employment for which an ASE maybe eligible.

#### **E. ACCESS FOR PURPOSES OF UAW ORIENTATION**

1. The Union shall have the right to present a thirty (30) minute UAW Orientation **in** each term in conjunction with, **and as an integral part of**, orientation for new ASEs. At the discretion of each campus, orientation for new ASEs may take place at a mandatory TA training or other mandatory event at **either the department, hiring unit or campus level**. **If there is an agenda, the UAW Orientation shall be listed therein**. Access to orientation for new ASEs, as described in this Article, does not require the University to grant access to pedagogical courses. The University, through the local labor relations offices, shall be responsible for notifying the Union of the time, location and date set aside for the UAW Orientation.
2. The University will coordinate with the Union to schedule one thirty (30) minute UAW make-up orientation per term upon request by the Union for new ASEs who did not receive a UAW Orientation as described in Section E. 1 above. The make-up UAW orientation will be scheduled as soon as practicable within the term of the appointment. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation to the ASEs. **The University shall post the information for the make-up orientation including the date, time and mode of delivery on a pre-determined campus website referenced in Appendix** .
3. Attendance at one UAW Orientation shall be mandatory for first-time ASEs. Salaried ASEs shall count the thirty (30) minutes toward their workload hours provided the ASE has an appointment in the term they attend

orientation; hourly ASEs shall be paid for the thirty (30) minutes, provided the ASE has an appointment in the term they attend orientation.

4. The University shall not be present during the UAW Orientation or UAW make-up orientation.
5. The University shall have no obligation or responsibility for, nor shall it monitor, the content of the UAW's presentations. The parties agree that the content of the workshops/orientations shall not be detrimental to or derogatory of either party, its agents or officials.
6. The University shall not be responsible for providing lists of ASEs scheduled to attend the UAW Orientation or UAW make-up orientation. The Union shall be responsible for obtaining the attendance list of the ASEs at the UAW Orientation and the UAW make-up orientation and for contacting any ASE who did not attend.
7. The University shall not attempt to dissuade attendance of ASEs at, nor communicate regarding UAW orientation other than to inform the ASEs of the day, time, and place of the orientation. The University shall direct ASEs with questions regarding the UAW orientation to the UAW campus representatives.
8. This constitutes the parties' full agreement regarding adherence to the mandates in Assembly Bill 119.
9. Nothing in this Article shall be construed to mean that a department or hiring unit cannot invite the Union to make presentations at additional meetings.



TENTATIVE AGREEMENT

For the University



NADINE B. FISHEL

9-21-2022

ARTICLE 29

**UNION SECURITY**

For the Union



**A. DUES AND INITIATION FEES**

9-23-2022

1. The University shall deduct membership dues and standard initiation fees from the wages of ~~ASEs~~ **Academic Student Employees** upon notification from the UAW as provided in Section E. The University shall remit dues and standard initiation fees to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues 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~~ **union** deduction 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 to the UAW provided for in this paragraph.

2. On a monthly basis, the University will provide a list of ~~ASEs~~ **Academic Student Employees** by name, department/hiring unit, total **in-unit** gross monthly pay, title code, **and** amount of ~~dues~~ deducted. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this list.

**B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)**

The University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

1. The UAW shall provide the University ~~with~~ **with** a list via excel spreadsheet.
2. The ASE must be an active dues paying member for the VCAP deduction to occur.
3. The VCAP deduction must be in a flat dollar amount and shall be deducted from the ASE's first paycheck of the month.
4. This provision is for regular recurring payroll deductions and shall not be used for onetime deductions.
5. The UAW shall be responsible for any reasonable initial and ongoing

processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the ~~FTP~~ **GoAnywhere** site.

**C. Membership Election Forms**

**(commencing thirty (30) calendar days from ratification)**

1. **The UAW shall send to the pre-designated University office at each location a list of new ASEs for whom the pre-designated University office shall be responsible to send the Membership Election Form (MEF) (see Appendix XX) once a month via DocuSign, or a mutually agreeable alternative method. The UAW shall send the list **no later than the 10<sup>th</sup>** of the month, and the University shall confirm receipt.**
2. **The University shall transmit the MEFs to the ASEs identified on the list within five (5) working days of receipt. The DocuSign MEF or similar format sent by the University will remain active for thirty (30) calendar days. In addition to the initial transmission of the MEF, there shall also be **two (2) reminders** to the ASEs within the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired ASEs. The list shall not include a new hire more than once.**
3. **The list shall be transmitted in Microsoft Excel format, or a mutually agreeable alternative format. The list shall include Last and First Name, Email Address, Employee ID, school/college, department, title, and date of hire into the Academic Researcher bargaining unit.**
4. **If the University is closed on a designated transfer or MEF distribution day, the distribution shall be postponed to the following business day.**
5. **Appendix YY shall accompany each MEF that goes out to the ASEs **and it shall** include a disclaimer indicating that the University neither encourages nor discourages union membership.**

6. The UAW shall be copied on the distribution, including receipt of any signed MEFs. The University shall not be responsible for forwarding any signed MEF to the UAW.
7. The University shall have no further obligation with regard to MEFs other than what is specifically outlined in this Article. The University shall not be responsible for any further handling of MEF issues, including but not limited to answering questions, processing follow-up requests for MEFs, or distributing MEFs in any other manner.
8. **When a location proposes to include the MEF in the hiring paperwork using a distribution system different than that outlined above, that location will notify the UAW no later than thirty (30) calendar in advance of the proposed change to the distribution system. The alternate distribution system shall be mutually agreed upon and codified in writing.**

#### **~~UNION MEMBERSHIP ELECTION FORM~~**

~~A mutually agreed upon union membership election form "MEF" (Appendix E) shall be provided to all new ASEs at the same time as the ASE is provided the new employee payroll information (e.g., W-4 and I-9 forms).~~

~~In the event that an ASE has already completed new employee information (e.g., W-4 and I-9 forms), the University shall present a UAW Local 2865 Membership Election Form at the time the ASE hires into the bargaining unit.~~

~~The University will collect and return all original signed forms to the UAW within 10 business/working days of its receipt of the completed form. ASE's may also return the MEF to the union.~~

~~The University will not discourage employees from completing the form or becoming members of the UAW.~~

#### **D. CORRECTION OF ERRORS**

1. If the University fails to make appropriate authorized payroll dues or any part thereof, or fails to remit to the UAW such authorized deductions or

- any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the deduction amounts within thirty (30) **calendar** days of the written notice from the Union.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues deduction amount in any given pay period, until the complete dues deductions have been made. In the event an Academic Student Employee's employment terminates while still owing dues to the union, the amount owed shall be taken from the Academic Student Employee's final paycheck. In no event shall the University owe the union dues that are the responsibility of the Academic Student Employee.
  3. It is expressly understood and agreed that if the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Academic Student Employee accordingly.
  4. The University shall not be responsible for those portions of union payroll deductions that the Academic Student Employee's net earnings are insufficient to cover in any pay period.

**E. CERTIFICATION AND MAINTENANCE OF DEDUCTION INFORMATION**

1. **The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in-unit gross earnings.**
2. **The UAW will either deliver an electronic file in Excel (\*.xls) format to the designated local campus office or upload files to the GoAnywhere or a different platform identified by the University. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.**
3. **For Academic Student Employees who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For Academic Student Employees who are paid bi-weekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly pay period.**
4. **In the event that the appropriate office is closed on the 15th, the Union will deliver the list on the following business day. The University agrees the changes will be**

made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction information is received.

5. **Provided the University receives the information in time for the deductions to take effect by the next payroll run, the University shall process all changes submitted by the Union.**
6. The Union will solely maintain the dues deduction and VCAP authorization(s), signed by the Academic Student Employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
7. The UAW list to be submitted in the format provide in Appendix \_\_ to the University designee shall include:
  - a. Location/business unit code
  - b. Location Name (Campus/Medical Center)
  - c. Bargaining Unit
  - d. Employee identification number
  - e. Employee name (last, first)
  - f. Action codes: “A” = Add; “C” = Change; “S” = Stop
  - g. Deduction Codes: “D”=Dues; “IF” = Initiation Fee; “PA” Political Action (VCAP)
  - h. VCAP amount.
8. If the UAW is unable to resolve any disputes regarding this Section E informally at the campus level, any formal grievance may be filed at the Office of the President.

~~The UAW will either deliver an electronic file in Excel (\*.xls) format to the University's campus appropriate office or upload files to the FTP website. The University shall confirm the final administrative process with no less than thirty (30) calendar days' notice. The dues file shall be either transmitted electronically or uploaded no later than the 15<sup>th</sup> of each month. In the event that the 15<sup>th</sup> falls on a weekend, the Union will deliver the list on the following Monday. In the event that the appropriate office is closed on the 15<sup>th</sup>, the Union will deliver the list on the following business day. The University agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction information is~~

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~~received.~~

~~UAW list to be submitted:~~

~~The list will be a modified version of the Employee List posted by the University on the University's FTP site (Units770file) each Tuesday.~~

~~The UAW will provide a list of employee records for bargaining unit members for which the UAW request to change.~~

~~The modified list shall include the following fields from the Unit770file:~~

~~Campus  
Employee ID  
Employee Name  
Title Code~~

~~The UAW will add the following fields to this list:~~

~~UAW initiation fee  
UAW changed status: deduction "D" or cancellation "C"  
GTN code assigned to the deduction  
UAW current VCAP amount  
UAW VCAP new or changed amount.~~

~~The Union's list will include additional names and data for employees that do not currently appear on the University's Unit770 file list. If at the time of payroll input the employee does not hold an active appointment in the bargaining unit, and the employee record has not yet been entered into the University's payroll system by the department, the addition will be rejected. Rejected records may be resubmitted by the UAW in their subsequent monthly transmittals~~

~~until the employee record is processed in the University's payroll system.~~

## 9. WAIVER OF LIABILITY

- a. The Union shall indemnify the University for any claims made by the employees for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether

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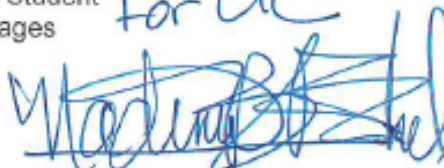
deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

- b. **The Union will hold the University harmless and indemnify it for costs, legal or otherwise, associated with disputes or litigation arising out of its transmission of the MEF pursuant to this Article. (moved from C.8)**



Tentative Agreement  
12-16-22

For UC



For the UAW, 12-16-22

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**ARTICLE 30A  
GENERAL WAGES**

(applicable to Davis, Santa Cruz, Merced, Santa Barbara, Irvine, Riverside, & San Diego)

**A. GENERAL PROVISIONS**

1. The actual salary ranges/rates following application of any range adjustments applied pursuant to this Article may vary slightly due to rounding.
2. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.
3. Nothing precludes the University, at its sole discretion, from providing compensation to individual ASEs at salaries that exceed the maximum rate for their title on Tables 18, 19 and 20.

4. All rates described in this Article are reflective of a 100% rate, not a 50% rate.

**B. ACADEMIC YEAR 2022-2023**

Effective the first full monthly pay period occurring no more than ninety (90) calendar days from ratification, the University shall implement the following general range adjustment:

1. Teaching Assistant (TA)

The single full-time annual salary rate for Teaching Assistants shall be increased by seven and one-half percent (7.5%).

2. Associate Instructor (AI)

The 10/1/2021 Associate Instructor salary scale (Table 19) shall be increased by seven and one-half percent (7.5%).

3. Teaching Fellow

The single full-time annual salary rate for Teaching Fellow shall be established at \$59,346, which is approximately an 8.9% increase.

4. All other ASE titles

- a. The University shall increase the wage ranges for all other salaried ASEs by 7.5%.
- b. Effective the first full bi-weekly pay period occurring no more than ninety (90) calendar days from ratification, the University shall increase the wage rates for hourly ASEs by \$1.50 per hour.

C. ACADEMIC YEAR 2023-24

1. Implementation of Experience-Based Salary Points

Beginning in Fall Term 2023, the Experience Based Salary Wage Schedule shall be implemented. Teaching Assistants and Associate Instructors shall be placed on the new Experience Based Salary Wage Schedule as follows:

a. Teaching Assistant

1. The University will increase the TA rate to \$58,250, which is approximately a 16.5% increase.
2. Two (2) new salary points will be added with 3.0% increments between salary points.
3. If a Teaching Assistant has University teaching experience at 25% FTE or more per term at their campus of 3 quarters/2 semesters, they shall be placed on salary point 2 upon their first teaching appointment on or following the 2023-2024 Fall term.
4. If a Teaching Assistant has University teaching experience at 25% FTE or more per term at their campus of 6 quarters/4 semesters, they shall be placed on salary point 3 upon their first teaching appointment on or following the 2023-2024 Fall term.

b. Associate Instructor

1. The University will increase salary point 1 on Table 19 to \$61,030, which is approximately a 16.5% increase.
2. Table 19 shall be restructured to have uniform 3.0% increments between each two sequential salary points, resulting in a 7-point salary scale.
3. Current Associate Instructors will be placed on the new salary scale at the nearest point on or above their range adjusted full-time salary rate.
4. If an Associate Instructor has University teaching experience at

25% FTE or more per term at their campus of 6 quarters/4 semesters, they shall be placed on salary point 3, unless already placed on a higher salary point.

5. If an Associate Instructor has advanced to candidacy and has University teaching experience at 25% FTE or more per term at their campus of 6 quarters/4 semesters, they shall be placed on salary point 5, unless already placed on a higher salary point.

2. Teaching Fellows and other salaried ASEs

The University shall increase the **salary rates** for Teaching Fellows and other salaried ASEs by approximately **16.5% to \$69,139**, excluding Teaching Assistants and Associate Instructors.

3. Readers, Tutors and other hourly ASEs.

The University shall increase the wage rates for hourly ASEs by \$1.00 per hour.

~~Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.~~

D. ACADEMIC YEAR 2024-2025

1. The University shall increase the wage ranges for all salaried ASEs by **16.7%**.
2. The University shall increase the wage rates for hourly ASEs by \$1.00 per hour.

~~Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.~~

E. Above-Scale ASEs

During the life of the Agreement, ASEs paid at a rate above the maximum for their title on Tables 18, 19 and 20 shall receive a 2% annual increase on October 1st or will be placed on the appropriate salary point on the corresponding table for their title, whichever increase is greater.



Tentative Agreement  
12-16-22

For UC  
*[Signature]*

For the UAW, 12-16-22

*[Signature]*  
*[Signature]*  
*[Signature]*  
Somchit

ARTICLE 30B  
SPECIAL WAGES

(applicable to Berkeley, Los Angeles, and San Francisco)

A. GENERAL PROVISIONS

1. The actual salary ranges/rates following application of any range adjustments applied pursuant to this Article may vary slightly due to rounding.
2. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.
3. Nothing precludes the University, at its sole discretion, from providing compensation to individual ASEs at salaries that exceed the maximum rate for their title on Tables 18, 19 and 20.
4. All rates described in this Article are reflective of a 100% rate, not a 50% rate.

B. ACADEMIC YEAR 2022-2023

Effective the first full monthly pay period occurring no more than ninety (90) calendar days from ratification, the University shall implement the following general range adjustment:

1. Teaching Assistant (TA)

The single full-time annual salary rate for Teaching Assistants shall be increased by seven and one-half percent (7.5%).

2. Associate Instructor (AI)

The 10/1/2021 Associate Instructor salary scale (Table 19) shall be increased by seven and one-half percent (7.5%).

3. Teaching Fellow

The single full-time annual salary rate for Teaching Fellow shall be established at \$59,346, which is approximately an 8.9% increase.

4. All other ASE titles

- a. The University shall increase the wage ranges for all other salaried ASEs by 7.5%.
- b. Effective the first full bi-weekly pay period occurring no more than ninety (90) calendar days from ratification, the University shall increase the wage rates for hourly ASEs by \$1.50 per hour.

C. ACADEMIC YEAR 2023-24

1. Implementation of Experience-Based Salary Points

Beginning in Fall Term 2023, the Experience Based Salary Wage Schedule shall be implemented. Teaching Assistants and Associate Instructors shall be placed on the new Experience Based Salary Wage Schedule as follows:

a. Teaching Assistant

1. The University will increase the TA rate to \$62,531, which is approximately a 25.1% increase.
2. Two (2) new salary points will be added with 3.0% increments between salary points.
3. If a Teaching Assistant has University teaching experience at 25% FTE or more per term at their campus of 3 quarters/2 semesters, they shall be placed on salary point 2 upon their first teaching appointment on or following the 2023-2024 Fall term.
4. If a Teaching Assistant has University teaching experience at 25% FTE or more per term at their campus of 6 quarters/4 semesters, they shall be placed on salary point 3 upon their first teaching appointment on or following the 2023-2024 Fall term.

b. Associate Instructor

1. The University will increase salary point 1 on Table 19 to \$65,516, which is approximately a 25.1% increase.
2. Table 19 shall be restructured to have uniform 3.0% increments between each two sequential salary points, resulting in a 7-point salary scale.
3. Current Associate Instructors will be placed on the new salary scale at the nearest point on or above their range adjusted full-time salary rate.
4. If an Associate Instructor has University teaching experience at 25% FTE or more per term at their campus of 6 quarters/4

semesters, they shall be placed on salary point 3, unless already placed on a higher salary point.

5. If an Associate Instructor has advanced to candidacy and has University teaching experience at 25% FTE or more per term at their campus of 6 quarters/4 semesters, they shall be placed on salary point 5, unless already placed on a higher salary point.

2. Teaching Fellows and other salaried ASEs

The University shall increase the salary rate for Teaching Fellows and other salaried ASEs by approximately 25.1% to \$74,220, excluding Teaching Assistants and Associate Instructors.

3. Readers, Tutors and other hourly ASEs.

The University shall increase the wage rates for hourly ASEs by \$1.00 per hour.

~~Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.~~

D. ACADEMIC YEAR 2024-2025

1. The University shall increase the wage ranges for all salaried ASEs by 16.7%.
2. The University shall increase the wage rates for hourly ASEs by \$1.00 per hour.

~~Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.~~

E. Above-Scale ASEs

During the life of the Agreement, ASEs paid at a rate above the maximum for their title on Tables 18, 19 and 20 shall receive a 2% annual increase on October 1st or will be placed on the appropriate salary point on the corresponding table for their title, whichever increase is greater.

F. UCLA FRESHMAN/TRANSFER SUMMER PROGRAM (F/TSP)

PERB Received  
04/07/23 18:14 PM

UC-BAW 2065 Bargaining Academic Student  
Employees Article 30 B – Special Wages  
UC Proposal 5  
December 15, 2022  
Page 4 of 4

At UCLA, tutors in the F/TSP program will be paid a minimum of \$5,139.00 for the entire six-week program with a workload not to exceed 240 hours and will not be paid on an hourly basis as described in Article 25.A.3 and F.3. This minimum does not include required training prior to the start of the program, which will be compensated on an hourly basis.



PERB Received  
04/07/23 18:14 PM

For the University



5-10-2022

For the Union



KI  
JAW -> UC  
5/10/22  
6:10pm

ARTICLE 31  
WAIVER

- A. The University and the Union acknowledge that during the negotiations resulting in this Agreement, each party had the opportunity to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein.
- B. Unless mutually agreed to otherwise, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

~~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.~~

- C. With respect to other matters within the scope of negotiations, but not covered in Section A above, in the event the University proposes a new policy that has a significant **and consequential** 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.
- D. With respect to other matters within the scope of negotiations, but not covered in Sections A or B above, negotiations may be required during the term of this agreement, but only as provided below.
  - a. 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

UC/UAW BX Negotiations  
Article 31 – Waiver  
UC Proposal 2  
May 10, 2022  
Page 2 of 2

the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.

- b. The parties shall undertake negotiations regarding the impact of such changes on ASEs when all three of the following exist:
  - i. Where such changes would significantly affect the working conditions of a substantial number of employees in the bargaining unit;
  - ii. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and
  - iii. Where the UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the UAW of the University's notice as described in Section C.1.
- c. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this agreement.
- d. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
- e. If the parties disagree as to whether a proposed change is subject to Section C above, such disagreement shall be subject to the Grievance and Arbitration Article of this agreement.

## **ARTICLE 32**

### **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~~ **shall** 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

1. When an ASE perceives they may exceed the daily, weekly or term (quarter or semester) maximum number of hours in their appointment, the ASE shall communicate this fact to their faculty supervisor **prior to exceeding the workload maximum.**
2. **Provided the workload issue is resolved informally, the ASE shall is encouraged to send an email to the faculty supervisor with the agreed-upon resolution.**

#### E. AVAILABLE REMEDIES

1. If an ASE is going to exceed the daily, weekly or term maximum number of hours of their appointment, the University shall either:
  - a. Increase the ASE's appointment percentage to be consistent with the number of hours ~~she or he~~ **the ASE** will work and/or
  - b. Modify the ASE's work assignment such that the number of hours worked will be consistent with ~~her or his~~ **the ASE's** appointment percentage and workload limits.
2. Any changes pursuant to Subsections **E. 1. a. and E. 1. b.** above shall be communicated to the ASE in writing.

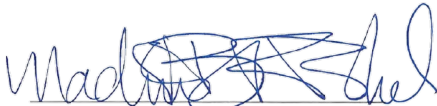
#### F. EXPEDITED PROCESS

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 3 below.
2. For such grievances, the Informal Step 1 of the grievance procedure is mandatory and is limited **to the remedies in Section E** above. In the event that such a grievance is not settled ~~at~~ **through** the Informal Step 1, the grievant may file a formal grievance with the **campus labor relations office, graduate dean**. If the grievance is not resolved within ~~3 days~~ **ten (10) calendar days**, the UAW may submit the grievance directly to arbitration **for an expedited hearing.**
3. ~~Such~~ **Expedited** arbitration hearings shall be held on a mutually agreeable

UC/UAW BX Negotiations  
Article 32 - Workload  
UC Proposal 7  
November 17, 2022  
Page 3 of 3

date, ~~within~~ **as close to fourteen (14) calendar** days from the date of the arbitration submission **as possible**. Such arbitrations concerning this section shall be conducted **in a one-day hearing including closing statements**, 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.

**For the University**



NADINE B. FISHEL

**11-18-2022**

*[Handwritten signature]*

*[Redacted signature]* *[Handwritten signature]*

*Wish Perreault* *[Handwritten signature]*

*Jack M. [unclear]* *[Handwritten signature]*

*Somchate* *[Handwritten signature]* *Mark Wall*

*Somchate W.* *[Handwritten signature]*

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*[Handwritten signature]* *Ain Nair* *Artita Sekar*

UAW → UC  
R.J.

3/16/22  
4:48 pm

The University of California (“University”) and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW”) hereby agree to maintain the current contract language of the collective bargaining agreement in the successor agreement:

- Article 7 — Definitions
- Article 9 — Emergency Layoffs
- Article 16 — Labor Management Meetings
- Article 24 — Severability
- Article 27 — Travel
- Article 33 — Workspace and Instructional Support

**FOR THE UNIVERSITY**



March 16, 2022

**FOR THE UNION**














UC-UAW 2865 Successor Bargaining  
Academic Student Employees  
Article 34 – Duration  
UC Proposal 2  
November 29, 2022

# Tentative Agreement

For the UC  
~~Madame Justice~~  
12-16-22

For the UAW, 12-16-2022

Km LW  
Mickie J By  
C. Trotter  
Mickie Mann  
Aylee  
Somchaite w.  


## ARTICLE 34 DURATION

- ~~A. The terms and conditions of this agreement shall remain in full force and effect commencing upon ratification by the parties, and shall terminate on June 30, 2022.~~
- ~~B. 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 January 15, 2022. The University shall present its written proposals for a successor agreement to the UAW no later than February 1, 2022. Actual negotiations shall commence no later than March 1, 2022.~~

### A. DURATION

- 1. The terms and conditions of this Agreement shall remain in full force and effect commencing upon ratification by the parties, and shall terminate at 11:59 a.m. on May 31, 2028. **2025.**
- 2. Neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the Agreement.

### B. SUCCESSOR AGREEMENT NEGOTIATIONS

- 1. No later than December 1, **2024.** 2027, the Union shall notify the University if it intends to open the Agreement for successor negotiations.
- 2. The University shall have until December 15, **2024.** 2027 to notify the Union if it intends to open the Agreement for successor negotiations.
- 3. If neither party notifies the other of its intent to open the Agreement for successor negotiations, the Agreement shall remain in full force and effect and the procedures in Section C below shall apply.
- 4. If the conditions under B.1. and B.2 are met, the Union shall provide the University with written notice of its selected article(s) and a list of bargaining team members by no later than January 14, **2025** 2028.

UC-UAW 2865 Successor Bargaining  
Academic Student Employees  
Article 34 – Duration  
UC Proposal 2  
November 29, 2022

5. If the conditions under B.1., B.2., and B.4. are met, the University shall provide the Union with written notice of its selected article(s) by no later than January 28, ~~2025~~ 2028.
6. By February 4, ~~2025~~ 2028, the parties shall set a mutually agreeable start date for the commencement of negotiations.

### C. CONTINUATION OF AGREEMENT

1. In the event that neither party gives timely notice as set forth in this section, this Agreement shall remain in effect on a year-to-year basis, from June 1st until the following May 31st.
2. In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than December 1st of the applicable academic year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in Section B., above.

## SIDE LETTER

### JOINT LABOR MANAGEMENT COMMITTEE **Workplace Accessibility**

- A. **Objective:** Provide an opportunity for the parties to discuss resources and strategies regarding workplace accessibility consistent with UC Policy and applicable law.
- B. **Joint Labor Management Committee**
1. The Systemwide Committee shall be constituted and operate as follows:
    - a) The UAW shall have one representative from each campus and ~~one~~ **two** additional UAW staff representative. ASEs serving on the committee shall be provided release time for time the ASE would have otherwise worked on that day for the purpose of attending meetings, The University shall be represented by one representative per campus location and two representatives from the Office of the President.
    - b) The parties may invite guests, including but not limited to subject matters experts and/or bargaining unit members to attend Joint Committee meetings, provided there is advance notice.
    - c) The Joint Committee shall meet every six months either in-person, alternating between Northern California and Southern California, or over a remote platform. The parties will jointly agree to dates and meeting locations. Should the parties agree to hold additional meetings, they must be by mutual agreement.
    - d) The UAW shall initiate the meeting by communicating interest to the Office of the President Labor Relations, including the names of the UAW members of the Committee. Provided notice is given to the University no less than thirty (30) calendar days prior to the scheduled meeting, the UAW Committee members shall be released as in B. 1. A. above.
    - e) The UAW shall propose agenda items for the meeting no later than ten (10) calendar days prior to the meeting. If there are no agenda items proposed, the meeting shall be canceled or rescheduled.
  2. The first meeting shall be no later than 120 days from ratification.
  3. **The UAW Committee members will be released for the meetings, provided there is ample notice.**

### **C. JLMC Agenda:**


**The Agenda may include but not be limited to the following topics:**

- 1. Policies regarding accommodation/accessibility needs;**

- 2. Information available to bargaining unit members regarding processes to meet workplace accessibility;**
- 3. Aggregate, anonymized data regarding accommodation requests based upon the current reporting tools;**
- 4. Aggregate, anonymized data regarding implemented accommodations based upon the current reporting tools;**
- 5. Campus best practices and implementation guidelines.**

D. Local concerns may be discussed in accordance with Article 16 – Labor Management Meetings.

FOR THE UNIVERSITY



NADINE B. FISHEL

Date: 11-30-2022

FOR THE UNION









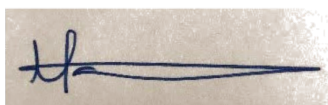


Date: 11-30-22

**Side Letter**  
**UC Berkeley – EECS and Data Science**  
**UGSI Fee Remission and Staffing**

The parties agree to the following regarding the development of a long-term model for the staffing and fee remission of Academic Student Employees (ASEs) at UC Berkeley Campus.

- A. The parties agree to negotiate a Side Letter to the UC-UAW collective bargaining agreement to address increasing ASE staffing for courses in the EECS department and courses in Data Science. The Side Letter may include additional departments and courses as agreed to by the parties.
- B. It is the intent of the parties to discuss the work intensity, improve working conditions, decrease wait times for instructional services, and improve the overall quality of instruction of ASEs in certain courses.
- C. The negotiations will begin no later than thirty (30) days within ratification and conclude by February 1, 2023. The parties may mutually agree to extend these timelines.
- D. If the parties have not reached an agreement within the agreed upon deadline, the parties shall engage in mediation to try to reach an agreement. The parties shall request either a state mediator or choose a different mediator no later than fifteen (15) days after the passing of the agreed upon timeline. Mediation shall occur within thirty (30) days of the request for a mediator, unless another timeline is mutually agreed to.
  - a. If a settlement is reached in mediation, the settlement shall be in writing and signed by the parties.
  - b. If no agreement is reached, then the parties shall follow the collective bargaining agreement regarding fee remission for any UGSIs and any previously agreed to staffing models may be revised at the sole discretion of the University.
- E. The University and the Union shall hold at least one (1) joint Town Hall meeting within thirty (30) days of ratification. The Town Hall shall include representatives from the undergraduate student community. The parties shall mutually develop the agenda of the Town Hall.
- F. The parties shall meet to negotiate the scope, timeline, and cost of the University providing necessary and relevant information related to negotiating the Side Letter within fifteen (15) days of ratification. The Union shall withdraw Unfair Practice Charge No. SF-CE-1399-H.



12-3-2022

*Garrett Strain*

12-1-2022

0117

JAW → UC  
7/19/22  
2:49 PM

## APPENDIX F

### Academic Student Employees Participation in the Retirement Savings Program

Academic Student Employees are required to contribute to the University of California Defined Contribution Plan (DC Plan) as Safe Harbor participants unless they are students whose wages from University employment are exempt from taxation under the Federal Insurance Contribution Act (FICA)<sup>1</sup> and / or nonresident aliens with F-1 or J-1 visa status or whose wages are subject to foreign (i.e., their home country) taxes or contributions under a Social Security totalization agreement. Academic Student Employees contribute 7.5% of gross salary to the University of California Defined Contribution Plan (up to Social Security wage base) in lieu of Social Security taxes, and are not eligible for membership in the University of California Retirement Plan (UCRP). They also contribute 1.45% of total gross earnings to Medicare.

In addition, the University of California's Retirement Savings Program (RSP) provides employees with a way to save voluntarily for their future. The RSP consists of three defined contribution plans: the Tax-Deferred 403(b) Plan, the 457(b) Deferred Compensation Plan, and the DC Plan. Students normally working less than 20 hours per week are not eligible to voluntarily participate in the RSP plans.

Contributions are deposited into individual RSP accounts for each employee and are invested in the fund(s) selected by the participant. The investment options include:

- A broad range of professionally managed funds that are monitored by the UC Investments team. Participants may invest outside of the core fund menu through a Fidelity brokerage account.
- If a participant does not actively select a fund(s), contributions are invested in the UC Pathway Fund with a target date near the participant's expected retirement date.

The myUCretirement.com website provides information and resources to help participants make decisions about their investments. Participants may also view their account balances, change their fund selection, designate or change beneficiaries, or request a distribution or rollover. Participants receive quarterly statements from the RSP

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<sup>1</sup> To qualify for exemption from mandatory contributions made as a Safe Harbor participant into the DC Plan, Academic Student Employees must meet the following criteria:

- Be enrolled in the applicable minimum number of units
- Undergraduates — a minimum of six units.
- Graduate students — the half-time enrollment requirement established at each campus.
- Graduate students enrolled and approved for advancement to doctoral candidacy (i.e., Doctoral II students) are not subject to a units requirement during the academic year, as the preparation of a dissertation satisfies the half-time enrollment requirement.
- Have a total active appointment percentage, including both fixed and variable appointments, of less than 8% time for the month or any partial period within the month.



record keeper, currently Fidelity Retirement Services. Currently, statements are sent to the e-mail address of record, unless mail delivery has been requested or the participant has no e-mail address on record.

Participants should designate a beneficiary or beneficiaries for their RSP account(s). If no beneficiary is named, the account is paid to the surviving spouse or domestic partner, children, parents, siblings, or estate.

Given that these accounts are meant to be retirement savings, there are generally early distribution penalties for withdrawing money before age 59 1/2, except for 457(b) plan withdrawals. If you leave UC employment, you may keep your money in the RSP provided your plan balance, on an individual plan basis, is \$2,000 or more. Or, you may roll over your RSP balances to another eligible plan or to an IRA. Distributions not rolled over are taxable and, if the recipient is less than 59 1/2, early distribution penalties may apply. For more information, see the Summary Plan Descriptions below.

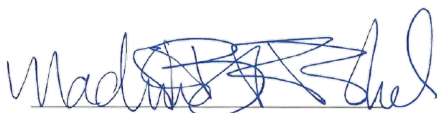
To ensure you receive plan statements and other important plan information, all participants (including both active employees and those who have left UC employment) should keep their e-mail address and mailing address up-to-date by contacting Fidelity at 866-682-7787 or online at Netbenefits.com.

For more information about the Safe Harbor DC Plan, see:

- The myUCretirement Website:  
<https://myucretirement.com/UCRetirementBenefits/Primary>
- The DC Plan Summary Plan Description:  
<https://ucnet.universityofcalifornia.edu/forms/pdf/defined-contribution-plan-summary-description.pdf>
- Tax-Deferred 403(b) Summary Plan Description:  
<https://ucnet.universityofcalifornia.edu/forms/pdf/403b-summary-plan-description.pdf>
- 457(b) Deferred Compensation Plan Description:  
<https://ucnet.universityofcalifornia.edu/forms/pdf/457b-deferred-compensation-plan.pdf>

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For the University

  
NADINE B. FISHEL

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For the UAW 2865



0119



TA

**Side Letter**  
**Withdrawal of Grievances, Requests for Information, and Unfair Labor Practice Charges**

The UAW shall withdraw all grievances regarding ASE pay and benefits filed on 10/31/2022.

The UAW shall withdraw all current bargaining-related Requests for Information.

The UAW shall withdraw all current unfair labor practice charges, including the following:

- SF-CE-1342
- SF-CE-1334
- SF-CE-1352
- SF-CE-1358
- SF-CE-1359
- SF-CE-1363
- SF-CE-1364
- SF-CE-1367
- SF-CE-1369
- SF-CE-1370
- SF-CE-1371
- SF-CE-1372
- SF-CE-1373
- SF-CE-1374
- SF-CE-1376
- SF-CE-1381
- SF-CE-1382
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- SF-CE-1404
- SF-CE-1406
- SF-CE-1407

For UC

~~Madame Stul~~

12-16-22

For UAW 12-16-2022

KM W

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a contract apply

Arthur  
Somchate W.  

UAW promises never to file or cause to be filed a lawsuit, PERB proceeding, or internal University or external administrative proceeding to assert any claim based on the specific facts alleged in any of the above-mentioned charges.

Academic Student Employees

12-15-2022



- UAW Withdraws:
  - Class Sizes
  - Community Safety
  - Housing
  - International Scholars and Immigrant Support
  - Relocation Benefit
  - Peer-Led Training
- UC Withdraws: Preamble 8-24-2022

For the University

  
NADINE B. FISHEL

12-15-2022

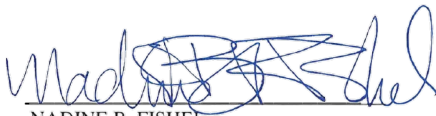
For the Union, 12-16-2022

ICAVI WR  
Richard J. R.  
Dennis J. R.  
Patrick Ayala  
Thomas W.  
Somchate W.  
  


**SIDE LETTER AGREEMENT**

1. This side letter is intended to assist the parties in transitioning into the new collective bargaining provisions in the wage articles.
2. The UAW and the University shall meet on January 18, 2023, to discuss the process for converting student support funds ("top ups) into wages.
3. Agreements reached shall be reduced to writing.

**FOR THE UNIVERSITY**



NADINE B. FISHEL

12-15-2022

**FOR THE UNION**

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12-15-2022

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EXHIBIT 2



# EECS/Data Course Staffing 23-24 Scenarios (Assuming No Side Letter)

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February 15, 2023

**Everything in these slides is  
HIGHLY PRELIMINARY AND  
UNVALIDATED**

**More reliable information and a  
full description of scenarios will  
hopefully be available 2/17.**

# Instructional Budget Estimate for 23-24

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EECS and DSUS do not have instructional budgets for 23-24 yet. These are **early and preliminary estimates of budget across EECS + Data.**

Funding Source	22-23 Contribution	23-24 Estimate	Notes
EVCP TAS	\$9.0 million	\$10.8 million	"Our preliminary planning suggests that the EVCP TAS allocation will be, in aggregate, on the order of 20% greater than this academic year's allocation."
EECS Department	\$1.6 million	\$1.6 million	Unknown, so leaving constant.
Colleges	\$2.3 million	\$1.3 million	Unknown, but GSR costs have increased significantly.
Total	\$12.9 million	\$13.7 million	Total funds cover lecturer & instructional operations (~\$1.3 million/year) and ASE costs.

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**Everything in these slides is HIGHLY PRELIMINARY AND UNVALIDATED**



# Staffing Options With No Side Letter

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There are 23 EECS & Data courses that together account for 92% of undergraduate ASE appointments.

The total cost to re-hire just the undergrads hired in 22-23 at 23-24 rates (under the new contract; assuming full tuition and fee remission for 8 hr/wk UGSI positions) is \$12.7M.

Doing so would cause a ~\$6M deficit given **highly preliminary** budget estimates.

The following two scenarios describe two approaches to reducing this \$12.7M cost by ~\$6M.

## 23-24 Scenario — Close \$6M deficit through enrollment reductions & shift to 15-20 hr GSI appointments

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HIGHLY PRELIMINARY !

- *Assumption: 20 hr/week GSI appointments hold 2 sections; 15 hour/week GSI appointments hold 1 section.*
- Maintain sections in all courses @ 35 students/section.
- +20% reader/tutor hours per student
- Enrollment change: -20% (focused on Data 8, 61A, 61B, Data C88C with constant enrollment in most other courses)
- ASE headcount change: -35%
- ASE hours change: -26%
- GSI headcount change: -66%
- Cost change: -\$5.76M

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**Everything in these slides is HIGHLY PRELIMINARY AND UNVALIDATED**

## 23-24 Scenario — Close \$6M deficit through shift to hourly positions and mega sections

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### HIGHLY PRELIMINARY!

- 2 "mega sections" per course  
(not including EECS courses, CS 10, or CS 182)
- +50% reader/tutor hours per student (except Data 8, CS 61A)  
& existing GSI hours moved to tutor hours to increase office hours and tutorial staffing
- Enrollment change: 0%
- ASE headcount change: +20%
- ASE hours change: +8%
- GSI headcount change: -81%
- Cost change: -\$5.54M

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**Everything in these slides is HIGHLY PRELIMINARY AND UNVALIDATED**

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EXHIBIT 3

**Side Letter**  
**UC Berkeley – EECS and Data Science**  
**UGSI Fee Remission and Staffing Part B**

The University of California, Berkeley (“UC Berkeley”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW” or “Union”) agree to the following terms and conditions to apply to undergraduate employees in the specific departments and courses as specified in this agreement.

**A. General Considerations**

- a. This Side Letter is only applicable to undergraduate students appointed to Academic Student Employee (ASE) titles, **including any new titles created by this agreement**, hired in courses in the Department of Electrical Engineering and Computer Sciences (EECS) and Data Science courses offered by Data Science Undergraduate Studies (DSUS).
- b. This agreement pertains only to the appointments named in this agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current collective bargaining agreement.
- c. **The provisions of this side letter shall apply to and modify the contents of Side Letter “UGSI Fee Remission and Staffing Part A” as agreed to by UC Berkeley and the UAW.**

**B. Definitions**

- a. **“Student-facing instructional (SFI) work” includes but is not limited to the following:**
  - i. **Delivering lectures**
  - ii. **Teaching laboratory and discussion sections**
  - iii. **Small group and individual tutoring sessions**
  - iv. **Office hours**
  - v. **Review sessions**
  - vi. **Answering questions on course forums (e.g. Ed)**

**C. Classifications**

- a. **The University shall only use the classifications outlined in this Side Letter when hiring undergraduate ASEs in EECS and DSUS. These classifications are not eligible for use in hiring graduate ASEs.**
- b. **Reader**
  - i. **EECS and DSUS may continue to use Reader titles as outlined in Section B, Subpoint 6 of Article 1 – Recognition of the UAW 2865**

**Collective Bargaining Agreement for the hiring of undergraduate ASEs.**

- ii. **The University affirms that undergraduate ASEs appointed as Readers shall not engage in any SFI work. ASEs appointed as Readers shall only be eligible to host office hours for the purpose of retrospective review of assignments and exams they have read on a non-recurring, case-by-case basis.**
- c. **Course Staff I (CS1)**
  - i. **ASEs appointed as Course Staff I are hourly workers who shall primarily engage in SFI work that supports and supplements lectures, labs, and discussions. Duties of a Course Staff I shall include:**
    - 1. **conducting office hours**
    - 2. **individual/small group tutoring sections**
    - 3. **review sessions**
    - 4. **presentations at workshops**
  - ii. **Other, non-SFI duties of a Course Staff I shall include:**
    - 1. **grading student papers and examinations**
    - 2. **reviewing course materials for quality assurance**
    - 3. **proctoring examinations**
    - 4. **meeting with the instructor of record or other course staff**
    - 5. **attending lectures**
  - iii. **ASEs appointed as Course Staff I may, but must not be compelled to, spend up to 25% of their appointment time assisting in non-SFI duties normally assigned to Course Staff II, Course Staff III, or other non-hourly graduate ASEs for the purposes of professional and pedagogical development.**
  - iv. **ASEs appointed as Course Staff I shall not teach lab and discussion sections and shall not deliver lectures.**
  - v. **Course Staff Is shall be appointed anywhere between and including 6 to 12 hours per week.**
- d. **Course Staff II (CS2)**
  - i. **ASEs appointed as Course Staff II are salaried workers who shall primarily engage in SFI work, including teaching lab and discussion sections of up to 30 students each under the supervision of a Course Staff III, other non-hourly graduate ASE, or instructor of record. Course Staff IIs are eligible to complete any of the work duties assigned to Course Staff Is.**
  - ii. **ASEs appointed as Course Staff II may, but must not be compelled to, spend up to 25% of their appointment time assisting in non-SFI duties**

- normally assigned to Course Staff III or other non-hourly graduate AEs for the purposes of professional and pedagogical development.**
- iii. **Course Staff IIs shall be appointed to positions at 20%, 25% or 30% FTE in the Fall and Spring academic terms.**
- e. **Course Staff III (CS3)**
- i. **AEs appointed as Course Staff III are salaried workers who shall flexibly engage in all course support duties, including those assigned to Course Staff Is and Course Staff IIs.**
- ii. **Course Staff IIIs may also be assigned the following duties outside of the scope of the Course Staff I and Course Staff II classifications:**
1. **teaching sections with more than 30 students**
  2. **drafting course materials and assignments**
  3. **providing mentorship and supervised training to other Course Staff**
  4. **developing and maintaining course software**
  5. **reviewing and granting accommodations requests**
  6. **detecting and reviewing violations of academic integrity**
  7. **administering academic interns in a non-managerial capacity**
- iii. **Course Staff IIIs may, but must not be compelled to, deliver a limited number of lectures under the guidance and supervision of an instructor of record.**
- iv. **Course Staff IIIs shall be appointed anywhere between and including 20% and 50% FTE in the Fall and Spring academic terms.**

#### **D. Compensation**

- a. **Course Staff Is shall receive wages equivalent to at least the wage rate for Group Tutors at UC Berkeley.**
- b. **Course Staff IIs and Course Staff IIIs shall receive wages that are at least equivalent to the wages guaranteed to Teaching Assistants as per Article 30A – General Wages of the UAW 2865 Collective Bargaining Agreement.**

#### **E. Fee Remission**

- a. **Course Staff Is shall receive a partial fee remission of at least 15% of the value of the full partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement.**
- b. **Course Staff IIs shall receive at minimum a partial fee remission based on FTE appointment percentage of the value of the full partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement as outlined in Table S1 below.**



<b>Table S1</b>	
<b><u>Appointment Percentage (% FTE)</u></b>	<b><u>Fee Remission Percentage</u></b>
<b><u>20%</u></b>	<b><u>60%</u></b>
<b><u>25%</u></b>	<b><u>70%</u></b>
<b><u>30%</u></b>	<b><u>80%</u></b>

- c. **Any Course Staff II who has previously been hired as a UGSI at 25% or 30% shall receive at least the partial fee remission guaranteed under Article II – Fee Remission of the UAW 2865 Collective Bargaining Agreement.**
- d. **Course Staff IIIs appointed at 20% FTE shall receive a partial fee remission of at least 65% of the value of the full partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement.**
- e. **Course Staff IIIs appointed at 25% FTE or greater shall receive at least the partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement.**

**F. Staffing Levels**

- a. **The University shall increase total undergrad Course Staff hours to enrollment by XXX% beyond AY 2022-2023 job title levels.**
- b. **The University shall increase total Course Staff II and Course Staff III combined by at least YYY% beyond 2022-2023 TA hours to enrollment levels.**

**G. Summer Session**

- a. **The compensation and appointment of undergraduate ASEs shall be set in accordance with Article 25 – Summer Session of the UAW 2865 Collective Bargaining Agreement.**
- b. **The University shall guarantee that EE 375 and CS 375 pedagogy courses are offered during Summer Session at no cost to undergraduate ASEs who have previously not completed the course.**
- c. **Salaried undergraduate ASEs appointed during Summer Session who have previously taken EE 375 and CS 375 shall be eligible to enroll in 2 units at no cost during Summer Session.**

#### **H. Hiring Procedures**

- a. **The University affirms that the review of applicants to ASE positions is fundamentally a duty of the EECS and Data Science departments and that appropriate care must be taken to ensure that the outcome of any hiring decisions is properly considered and reviewed by the departments. The departments are permitted to allow Course Staff IIIs and salaried graduate ASEs to assist in the review of applicants, but this must not take the place of reviews conducted by the department or its instructors of record. The department and its instructors of record must take steps to prevent the personal biases, intentional or otherwise, of ASE reviewers from conferring an unfair advantage or disadvantage to any application.**

#### **I. Overwork Mitigation**

- a. **All appointment letters, job postings, and application forms in EECS and Data Science shall include the following disclaimer: “Working beyond the hours for which you are appointed or regularly taking on job duties outside of your job title will not confer any advantage in hiring, re-hiring, or promotion. If you believe you are working beyond your hours or are being asked to complete job duties outside of your job title, you can contact your union representatives at [berkeley@uaw2865.org](mailto:berkeley@uaw2865.org).”**
- b. **All ASEs must receive an estimated time for effective completion of each duty. All course staff shall receive at least one hour per week of prep time in their allotment.**
- c. **First-time Course Staff shall receive at least 1.5 times the allotted prep time as returning Course Staff IIIs and Course Staff IIIs.**

#### **J. Streamlined Workload Overage Reporting**

- a. **EECS/Data Science and the Union shall jointly create a workload overage reporting form to notify supervisors when an ASE perceives they may exceed the daily, weekly or term maximum number of hours in their appointment. EECS/Data Science ASEs may use this form or other methods to notify their supervisor about workload overages.**

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EXHIBIT 4

**Side Letter**  
**UC Berkeley – EECS and Data Science**  
**UGSI Fee Remission and Staffing**

The University of California, Berkeley (“UC Berkeley”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW” or “Union”) agree to the following terms and conditions to apply to undergraduate employees in the specific departments and courses as specified in this agreement.

**A. General Considerations**

- a. This Side Letter is only applicable to undergraduate students appointed to Academic Student Employee (ASE) titles, including any new titles created by this agreement, hired in courses in the Department of Electrical Engineering and Computer Sciences (EECS) and Data Science courses offered by Data Science Undergraduate Studies (DSUS).
- b. This agreement pertains only to the appointments named in this agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current collective bargaining agreement.

**B. Side Letter Joint Labor Management Meetings**

- a. During the life of the agreement, the parties agree to meet at least one time per term to review the implementation and effectiveness of the Side Letter.
- b. The meeting shall include representatives from UC Berkeley, the Union, and undergraduate academic student employees for EECS and Data Science courses.
- c. The parties shall mutually develop the agenda of the meeting.

**C. EECS and Data Science Employee Orientations**

- a. Within one month of the beginning of each academic term, the Department and Union shall schedule a mandatory orientation meeting **for each course in EECS and Data Science that has hired more than ten (10) undergraduate bargaining unit members**. These orientations should be scheduled in conjunction with and as an integral part of a course staff meeting for each course, as practicable, and preferably during the first such meeting held. This does not require faculty members to create new course staff meetings to accommodate the Union Employee Orientation. It is up to the faculty member to determine which of the scheduled course staff meetings is available for scheduling the orientation.
- b. **During the second month of each academic term, the Department and the Union shall schedule a department-wide mandatory orientation for**

**bargaining unit members who did not attend a previous EECS and Data Science Employee Orientation in that semester. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation, and may share that information with the Department for additional distribution.**

- c. EECS and Data Science Employee Orientations shall operate as per Section E, “Access for Purposes of UAW Orientation” of Article 28, Union Access and Rights, of the UAW 2865 Collective Bargaining Agreement unless otherwise modified by this agreement.

#### **D. Departmental Faculty Orientations**

- a. Within one month of the beginning of each academic year semester, the Department shall schedule an orientation meeting for faculty and instructors of record in EECS and Data Science. The Department shall be responsible for encouraging faculty and instructors of record to attend the orientation.

#### **E. ASE Workload Management**

- a. The assigned workload for ASEs is based on how many hours the supervisor could reasonably expect the bargaining unit member to satisfactorily complete the work assigned.
- b. ASEs shall initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in working over their assigned hours.
- c. The Department shall send an email notice once per academic term to all ASEs, **ASE applicants**, and department faculty stating:
  - i. The University has an interest in making sure that all of our academic student employees are assigned a workload that is commensurate with the work required. Working beyond the hours for which you are appointed or regularly taking on job duties outside of your job title is not encouraged or expected, **and does not confer any advantage in hiring, re-hiring, or promotion.** If you anticipate any workload related issues that would result in working over your assigned hours, talk to your supervisor as soon as possible to remedy the situation. You may also contact your union representatives at [berkeley@uaw2865.org](mailto:berkeley@uaw2865.org).

#### **F. Hiring Procedures**

- a. The University affirms that the review of applicants to ASE positions is fundamentally a duty of the EECS and Data Science departments and that appropriate care must be taken to ensure that the outcome of any hiring decisions

is properly considered and reviewed by the departments. The departments are permitted to allow students to assist in the review of applicants, but this must not take the place of reviews conducted, **and decisions made**, by the department or its instructors of record.

- b. **The University of California is committed to a university environment that provides equal opportunity and promotes a diversity of backgrounds, perspectives, and experiences among undergraduate and graduate student employees. Hiring procedures in the EECS and Data Science departments shall adhere to any relevant University Policies in the proper review and consideration of applications.**

#### G. Classifications for Undergraduate ASEs

- a. **The classifications below are only eligible for use in hiring undergraduate ASEs by EECS and DSUS.**
- b. **The University maintains its right to determine the composition of the workforce, including the continuation of hiring undergraduate students in the current Reader, Tutor, and GSI classifications.**
- c. **Undergraduate Readers in EECS and DSUS courses shall only be eligible to host office hours for the purpose of retrospective review of assignments and exams they have read on a non-recurring, case-by-case basis.**
- d. **Course Assistant (CS1) - may perform both Group Tutor and Reader duties as normally defined. Duties may include, but are not limited to:**
  - i. **Grading of student papers and examinations;**
  - ii. **Rendering individual or group tutoring sessions;**
  - iii. **Holding office hours;**
  - iv. **Reviewing course materials for quality assurance;**
  - v. **Scheduling and logistics;**
  - vi. **Developing software;**
  - vii. **Identifying student misconduct;**
  - viii. **Implementing accommodations; and**
  - ix. **Proctoring examinations.****For the purposes of professional and pedagogical development, Course Assistants may assist other ASEs in their duties under their supervision.**
- e. **Teaching Associate (CS2) - may teach sections and review sessions as well as perform Course Assistant duties. Duties may include, but are not limited to:**
  - i. **Instruction during scheduled lab and discussion sections;**

- ii. Addressing administrative concerns for students in those sections such as accommodations and conduct; and
- iii. Mentoring, training, and providing feedback to other ASEs individually.

For the purposes of professional and pedagogical development, they may assist other ASEs in their duties under their supervision. They may not be responsible for directing or coordinating the work of other ASEs.

- f. Head Teaching Associate (CS3) - may perform Course Assistant, Teaching Associate, and GSI duties. Duties may include, but are not limited to:
  - i. Directing and coordinating the work of other ASEs; and
  - ii. Addressing administrative concerns for all students in the course such as accommodations and conduct.

Course Staff IIIs may, but must not be compelled to, deliver a limited number of lectures under the guidance and supervision of an instructor of record.

#### H. Compensation

- a. Course Assistants shall receive wages equivalent to the wage rate for undergraduate Group Tutors at UC Berkeley including the wage increases scheduled for October 1, 2023 and October 1, 2024 as per the collective bargaining agreement.
- b. Teaching Associates shall receive wages that are 10% above the Course Assistant hourly rate.
- c. Head Teaching Associates shall receive wages that are X% above the Course Assistant hourly rate.

#### I. Guaranteed Hours

- a. Course Assistants, Teaching Associates, and Head Teaching Associates shall be paid on an hourly basis as follows:
  - i. [Supposal from UC 3/10, which gave method for having security of minimum # of hours.]

#### J. Fee Remission

- a. In order to maintain a sustainable program that employs a large number of undergraduate students, undergraduate students hired as Course Assistants, Teaching Associates, and Head Teaching Associates shall not receive fee



**remission as outlined in the collective bargaining agreement. Additional compensation is provided in lieu of fee remission as per Section H.**

- b. This section does not apply to graduate students serving in ASE roles.**

**K. Staffing Levels**

- a. For the duration of this Side Letter, the University will seek to appoint a minimum of 9.7 staff hours per enrolled student (assuming appointments are for 17 weeks) across CS, DATA, EECS and EE courses that, in 2022-23, appointed at least 10 undergraduate ASEs.<sup>1</sup> This represents a 10% increase over 2022-23 hiring levels per enrollment in these courses. This staffing plan may be modified by the University to reflect changes to budget parameters, enrollment numbers, and instructional plans.**
- b. The University has an interest in staffing EECS and Data Science courses in a sustainable manner that appropriately compensates undergraduate students for their work as well as maintaining workloads that are commensurate with the work expected. The University shall maintain its managerial right to recruit, appoint, not appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the workforce.**

**L. Resolution of Outstanding Grievances**

- a. [Review Grievances filed 3/14/23 related to EECS Readers and Hourly ASEs and add settlement terms here.]**

**M. Duration**

- a. This agreement will be in effect through May 31, 2025, and may be extended upon mutual agreement of the parties.**

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<sup>1</sup>CS 10, CS 61A, CS 61B, CS 61C, CS 70, CS 161, CS 162, CS 170, CS 182/282A, CS 186, CS 188, CS 189/289A, DATA C100, DATA C102, DATA C140, DATA C8, DATA C88C, DATA C88S, EECS 16A, EECS 16B, EECS 126, EECS 127/227AT

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EXHIBIT 5

March 16, 2023

UGSI Fee Remission and Staffing Side Letter

Page 1

## Side Letter

### UC Berkeley – EECS and Data Science

#### UGSI Fee Remission and Staffing

The University of California, Berkeley (“UC Berkeley”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW” or “Union”) agree to the following terms and conditions to apply to undergraduate employees in the specific departments and courses as specified in this agreement.

#### A. General Considerations

- a. This Side Letter is only applicable to undergraduate students appointed to Academic Student Employee (ASE) titles, including any new titles created by this agreement, hired in courses in the Department of Electrical Engineering and Computer Sciences (EECS) and Data Science courses offered by Data Science Undergraduate Studies (DSUS).
- b. This agreement pertains only to the appointments named in this agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current collective bargaining agreement.

#### B. Side Letter Joint Labor Management Meetings

- a. During the life of the agreement, the parties agree to meet at least one time per term to review the implementation and effectiveness of the Side Letter.
- b. The meeting shall include representatives from UC Berkeley, the Union, and undergraduate academic student employees for EECS and Data Science courses. c. The parties shall mutually develop the agenda of the meeting.

#### C. EECS and Data Science Employee Orientations

- a. Within one month of the beginning of each academic term, the Department and Union shall schedule a mandatory orientation meeting **for each course in EECS and Data Science that has hired more than ten (10) undergraduate bargaining unit members**. These orientations should be scheduled in conjunction with and as an integral part of a course staff meeting for each course, as practicable, and preferably during the first such meeting held. This does not require faculty members to create new course staff meetings to accommodate the Union Employee Orientation. It is up to the faculty member to determine which of the scheduled course staff meetings is available for scheduling the orientation.

- b. **During the second month of each academic term**, the Department and the Union shall schedule a department-wide mandatory orientation for **bargaining unit members** who did not attend a previous EECS and Data Science Employee Orientation in that semester. **The Union is responsible for communicating the time, date, and location of the make-up UAW orientation, and may share that information with the Department for additional distribution.**
- c. EECS and Data Science Employee Orientations shall operate as per Section E, “Access for Purposes of UAW Orientation” of Article 28, Union Access and Rights, of the UAW 2865 Collective Bargaining Agreement unless otherwise modified by this agreement.

#### D. Departmental Faculty Orientations

- a. Within one month of the beginning of each academic year semester, the Department shall schedule an orientation meeting for faculty and instructors of record in EECS and Data Science. The Department shall be responsible for encouraging faculty and instructors of record to attend the orientation.

#### E. ASE Workload Management

- a. The assigned workload for ASEs is based on how many hours the supervisor could reasonably expect the bargaining unit member to satisfactorily complete the work assigned.
- b. ASEs shall initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in working over their assigned hours. c. The Department shall send an email notice once per academic term to all ASEs, **ASE applicants**, and department faculty stating:
  - i. The University has an interest in making sure that all of our academic student employees are assigned a workload that is commensurate with the work required. Working beyond the hours for which you are appointed or regularly taking on job duties outside of your job title is not encouraged or expected, **and does not confer any advantage in hiring, re-hiring, or promotion**. If you anticipate any workload related issues that would result in working over your assigned hours, talk to your supervisor as soon as possible to remedy the situation. You may also contact your union representatives at [berkeley@uaw2865.org](mailto:berkeley@uaw2865.org).

#### F. Hiring Procedures

- a. The University affirms that the review of applicants to ASE positions is fundamentally a duty of the EECS and Data Science departments and that appropriate care must be taken to ensure that the outcome of any hiring decisions is properly considered and reviewed by the departments. The departments are permitted to allow ~~students~~ **ASEs** to assist in the review of applicants, but this must not take the place of reviews conducted, **and decisions made**, by the department or its instructors of record.

- b. The University of California is committed to a university environment that provides equal opportunity and promotes a diversity of backgrounds, perspectives, and experiences among undergraduate and graduate student employees. Hiring procedures in the EECS and Data Science departments shall adhere to any relevant University Policies in the proper review and consideration of applications.

#### G. Classifications for Undergraduate ASEs

- a. The classifications below are only eligible for use in hiring undergraduate ASEs by EECS and DSUS.
- ~~b. The University maintains its right to determine the composition of the workforce, including the continuation of hiring undergraduate students in the current Reader, Tutor, and GSI classifications.~~
- c. Undergraduate Readers in EECS and DSUS courses shall only be eligible to host office hours for the purpose of retrospective review of assignments and exams they have read on a non-recurring, case-by-case basis.
- d. ~~Course Staff 1 Assistant (CS1)~~ - may perform both Group Tutor and Reader duties as normally defined. Duties may include, but are not limited to:
  - i. Grading of student papers and examinations;
  - ii. Rendering individual or group tutoring sessions;
  - iii. Holding office hours;
  - iv. Reviewing course materials for quality assurance;
  - v. Scheduling and logistics;
  - vi. Developing software;
  - vii. Identifying student misconduct;
  - viii. Implementing accommodations; and
  - ix. Proctoring examinations.

For the purposes of professional and pedagogical development, Course Assistants may assist other ASEs in their duties under their supervision. CS1s shall be appointed anywhere between and including 6 to 12 hours per week.

- e. ~~Course Staff 2 Teaching Associate (CS2)~~ - may teach sections of up to 30 students and review sessions as well as perform Course Assistant duties under the active supervision of a faculty member who is the Instructor of Record for the course. Duties may include, but are not limited to:

- i. **Instruction during scheduled lab and discussion sections**
- ii. **Addressing administrative concerns for students in those sections such as accommodations and conduct; and**
- iii. **Mentoring, training, and providing feedback to other ASEs individually.**

**For the purposes of professional and pedagogical development, they may assist other ASEs in their duties under their supervision. They may not be responsible for directing or coordinating the work of other ASEs. CS2 shall be appointed to positions at 20%, 25% or 30% FTE in the Fall and Spring academic terms.**

- f. **Course Staff 3 ~~Head Teaching Associate~~ (CS3) - may perform Course Assistant, Teaching Associate, and GSI duties under the active supervision of a faculty member who is the Instructor of Record for the course. Duties may include, but are not limited to:**
  - i. **Directing and coordinating the work of other ASEs; and**
  - ii. **Addressing administrative concerns for all students in the course such as accommodations and conduct.**

**CS3s may, but must not be compelled to, deliver a limited number of lectures under the guidance and supervision of an instructor of record. CS3s shall be appointed anywhere between and including 20% and 50% FTE in the Fall and Spring academic terms.**

#### **H. Compensation**

- a. **CS1s shall receive wages equivalent to at least the wage rate for Group Tutors at UC Berkeley.**
- b. **CS2s and CS3s shall receive wages that are at least equivalent to the wages guaranteed to Teaching Assistants as per Article 30A – General Wages of the UAW 2865 Collective Bargaining Agreement.**
- ~~c. Course Assistants shall receive wages equivalent to the wage rate for undergraduate Group Tutors at UC Berkeley including the wage increases scheduled for October 1, 2023 and October 1, 2024 as per the collective bargaining agreement.~~
- ~~d. Teaching Associates shall receive wages that are 10% above the Course Assistant hourly rate.~~
- ~~e. Head Teaching Associates shall receive wages that are X% above the Course Assistant hourly rate.CS1~~

- ~~a. Course Assistants, Teaching Associates, and Head Teaching Associates shall be paid on an hourly basis as follows:
  - ~~i. [Supposal from UC 3/10, which gave method for having security of minimum # of hours.]~~~~

J. Fee Remission

- ~~a. In order to maintain a sustainable program that employs a large number of undergraduate students, undergraduate students hired as Course Assistants, Teaching Associates, and Head Teaching Associates shall not receive fee remission as outlined in the collective bargaining agreement. Additional compensation is provided in lieu of fee remission as per Section H.~~
- a. This section does not apply to graduate students serving in ASE roles.
- b. CS1s shall receive a partial fee remission of at least 10% of the value of the full partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement.
- c. CS2s shall receive at minimum a partial fee remission based on FTE appointment percentage of the value of the full partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement as outlined in Table S1 below.

<u>Table S1</u>	
<u>Appointment Percentage (% FTE)</u>	<u>Fee Remission Percentage</u>
<u>20%</u>	<u>50%</u>
<u>25%</u>	<u>60%</u>
<u>30%</u>	<u>70%</u>

- d. CS3s appointed at 20% FTE shall receive a partial fee remission of at least 55% of the value of the full partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement.
- e. CS3s appointed at 25% FTE or greater shall receive at least the partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement.



K. Staffing Levels

- a. For the duration of this Side Letter, the University will maintain a ratio of seek to appoint a minimum of 11 staff hours per enrolled student (assuming appointments are for 17 weeks of service expectation) across CS, DATA, EECS and EE courses that, in 2022-23, appointed at least 10 undergraduate ASEs.<sup>†</sup> This represents a ~25% increase over 2022-23 hiring levels per enrollment in these courses. ~~This staffing plan may be modified by the University to reflect changes to budget parameters, enrollment numbers, and instructional plans.~~
- b. The University shall increase combined CS2 and CS3 hours per enrollment by at least 25% over 2022-2023 TA hours per enrollment.
- c. The University has an interest in staffing EECS and Data Science courses in a sustainable manner that appropriately compensates undergraduate students for their work as well as maintaining workloads that are commensurate with the work expected. The University shall maintain its managerial right to recruit, appoint, not appoint, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the workforce, except as outlined in K.a and K.b.

L. Summer Session

- a. The compensation and appointment of undergraduate ASEs shall be set in accordance with Article 25 – Summer Session of the UAW 2865 Collective Bargaining Agreement.
- b. The University shall guarantee that EE 375 and CS 375 pedagogy courses are offered during Summer Session at no cost to undergraduate ASEs who have previously not completed the course.
- c. Salaried undergraduate ASEs appointed during Summer Session who have previously taken EE 375 and CS 375 shall be eligible to enroll in 2 units at no cost during Summer Session.

M. Resolution of Outstanding Grievances

- a. The Union agrees to withdraw grievances GRV-BX-058-03-2023 and GRV-BX-057-03-2023 without prejudice.

N. Duration

- a. This agreement will take effect beginning Summer 2023 through May 31, 2025, and may be extended by mutual agreement of the parties.

PERB Received  
04/07/23 18:14 PM

EXHIBIT 6

**Side Letter**  
**UC Berkeley – EECS and Data Science**  
**UGSI Fee Remission and Staffing**

The University of California, Berkeley (“UC Berkeley”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW” or “Union”) agree to the following terms and conditions to apply to undergraduate employees in the specific departments and courses as specified in this agreement.

**A. General Considerations**

- a. This Side Letter is only applicable to undergraduate students appointed to Academic Student Employee (ASE) titles, including any new titles created by this agreement, hired in courses in the Department of Electrical Engineering and Computer Sciences (EECS) and Data Science courses offered by Data Science Undergraduate Studies (DSUS).
- b. This agreement pertains only to the appointments named in this agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current collective bargaining agreement.

**B. Side Letter Joint Labor Management Meetings**

- a. During the life of the agreement, the parties agree to meet at least one time per term to review the implementation and effectiveness of the Side Letter.
- b. The meeting shall include representatives from UC Berkeley, the Union, and undergraduate academic student employees for EECS and Data Science courses.
- c. The parties shall mutually develop the agenda of the meeting.

**C. EECS and Data Science Employee Orientations**

- a. Within one month of the beginning of each academic term, the Department and Union shall schedule a mandatory orientation meeting **for each course in EECS and Data Science that has hired more than ten (10) undergraduate bargaining unit members**. These orientations should be scheduled in conjunction with and as an integral part of a course staff meeting for each course, as practicable, and preferably during the first such meeting held. This does not require faculty members to create new course staff meetings to accommodate the Union Employee Orientation. It is up to the faculty member to determine which of the scheduled course staff meetings is available for scheduling the orientation.
- b. During the second month of each academic term, the Department and the Union shall schedule a department-wide mandatory orientation for bargaining unit

members who did not attend a previous EECS and Data Science Employee Orientation in that semester. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation, and may share that information with the Department for additional distribution.

- c. EECS and Data Science Employee Orientations shall operate as per Section E, “Access for Purposes of UAW Orientation” of Article 28, Union Access and Rights, of the UAW 2865 Collective Bargaining Agreement unless otherwise modified by this agreement.

#### **D. Departmental Faculty Orientations**

- a. Within one month of the beginning of each academic year semester, the Department shall schedule an orientation meeting for faculty and instructors of record in EECS and Data Science. The Department shall be responsible for encouraging faculty and instructors of record to attend the orientation.

#### **E. ASE Workload Management**

- a. The assigned workload for ASEs is based on how many hours the supervisor could reasonably expect the bargaining unit member to satisfactorily complete the work assigned.
- b. ASEs shall initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in working over their assigned hours.
- c. The Department shall send an email notice once per academic term to all ASEs, **ASE applicants**, and department faculty stating:
  - i. The University has an interest in making sure that all of our academic student employees are assigned a workload that is commensurate with the work required. Working beyond the hours for which you are appointed or regularly taking on job duties outside of your job title is not encouraged or expected, **and does not confer any advantage in hiring, re-hiring, or promotion**. If you anticipate any workload related issues that would result in working over your assigned hours, talk to your supervisor as soon as possible to remedy the situation. You may also contact your union representatives at [berkeley@uaw2865.org](mailto:berkeley@uaw2865.org).

#### **F. Hiring Procedures**

- a. The University affirms that the review of applicants to ASE positions is fundamentally a duty of the EECS and Data Science departments and that appropriate care must be taken to ensure that the outcome of any hiring decisions is properly considered and reviewed by the departments. The departments are

permitted to allow ASEs and former ASEs to assist in the review of applicants, but this must not take the place of reviews conducted, and decisions made, by the department or its instructors of record.

- b. The University of California is committed to a university environment that provides equal opportunity and promotes a diversity of backgrounds, perspectives, and experiences among undergraduate and graduate student employees. Hiring procedures in the EECS and Data Science departments shall adhere to any relevant University Policies in the proper review and consideration of applications.

#### **G. Classifications for Undergraduate ASEs**

- a. The classifications below are only eligible for use in hiring undergraduate ASEs by EECS and DSUS.
- b. **The University maintains its right to determine the composition of the workforce, including the continuation of hiring undergraduate students in the current Reader, Tutor, and GSI classifications.**
- c. Undergraduate Readers in EECS and DSUS courses shall only be eligible to host office hours for the purpose of retrospective review of assignments and exams they have read on a non-recurring, case-by-case basis.
- d. Course Staff (CS1) - may perform both Group Tutor and Reader duties as normally defined. Duties may include, but are not limited to:
  - i. Grading of student papers and examinations;
  - ii. Rendering individual or group tutoring sessions;
  - iii. Holding office hours;
  - iv. Reviewing course materials for quality assurance;
  - v. Scheduling and logistics;
  - vi. Developing software;
  - vii. Identifying student misconduct;
  - viii. Implementing accommodations; and
  - ix. Proctoring examinations.

For the purposes of professional and pedagogical development, Course Assistants may assist other ASEs in their duties under their supervision. ~~CS1s shall be appointed anywhere between and including 6 to 12 hours per week.~~

- e. Course Staff 2 (CS2) - may teach sections ~~of up to 30 students~~ and review sessions as well as perform CS1 duties **under the active supervision of a faculty**

**member who is the Instructor of Record for the course.** Duties may include, but are not limited to:

- i. Instruction during scheduled lab and discussion sections;
- ii. Addressing administrative concerns for students in those sections such as accommodations and conduct; and
- iii. Mentoring, training, and providing feedback to other ASEs individually.

For the purposes of professional and pedagogical development, they may assist other ASEs in their duties under their supervision. They may not be responsible for directing or coordinating the work of other ASEs. **CS2 shall be appointed to positions at 20%, 25% or 30% FTE in the Fall and Spring academic terms.**

- f. Course Staff 3 (CS3) - may perform **CS1, CS2,** and GSI duties **under the active supervision of a faculty member who is the Instructor of Record for the course.** Duties may include, but are not limited to:
  - i. Directing and coordinating the work of other ASEs; and
  - ii. Addressing administrative concerns for all students in the course such as accommodations and conduct.

Course Staff IIIs may, but must not be compelled to, deliver a limited number of lectures **under the guidance and supervision of an instructor of record. CS3s shall be appointed anywhere between and including 20% and 50% FTE in the Fall and Spring academic terms.**

## **H. Compensation**

- a. **CS1s shall receive wages equivalent to the wage rate for undergraduate Group Tutors at UC Berkeley including the wage increases scheduled for October 1, 2023 and October 1, 2024 as per the collective bargaining agreement.**
- b. **CS2s shall receive wages that are 10% above the CS1 hourly rate.**
- c. **CS3s shall receive wages that are 65% above the CS1 hourly rate.**

## **I. Guaranteed Hours**

- a. **In a commitment to ensure the compensation of all hours worked, EECS and DSUS will develop a joint policy for ASEs, faculty, and staff on the method for reporting hours. The purpose of this policy is to ensure that all Academic Student Employees (ASEs) with hourly appointments report their work time accurately and are fully compensated for the assigned work they perform. The policy will be shared with the Union for their review prior to distribution.**

- b. **CS1, CS2, and CS3 shall be paid on an hourly basis as follows:**
- i. **Each hourly undergraduates ASE appointment will be made with a target number of hours per week, “N”, and one of the two following methods for assigning duties:**
    1. **The ASE will be assigned duties that:**
      - a. **Total at least (75% of N) hours for each week with at least 4 instructional days.**
      - b. **Total at least (15 times N) hours for the semester if their appointment is active before the first day of instruction.**
    2. **The ASE will be assigned weekly duties of N hours for all weeks with at least 4 instructional days.**
  - ii. **Duties not performed because of illness will be excused, and the ASE will be compensated for them.**
- J. **Fee Remission**
- a. **In order to maintain a sustainable program that employs a large number of undergraduate students, undergraduate students hired as CS1, CS2, and CS3 shall not receive fee remission as outlined in the collective bargaining agreement. Additional compensation is provided in lieu of fee remission as per Section H.**
  - b. **This section does not apply to graduate students serving in ASE roles.**
- K. **Staffing Levels**
- a. **For the duration of this Side Letter, the University will seek to appoint a minimum of 10.1 staff hours per enrolled student (assuming appointments are for 17 weeks) across CS, DATA, EECS and EE courses that, in 2022-23, appointed at least 10 undergraduate ASEs.<sup>1</sup> This represents a 15% increase over 2022-23 hiring levels per enrollment in these courses. This staffing plan may be modified by the University to reflect changes to budget parameters, enrollment numbers, and instructional plans.**
  - b. **The University has an interest in staffing EECS and Data Science courses in a sustainable manner that appropriately compensates undergraduate students for their work as well as maintaining workloads that are commensurate with the work expected. The University shall maintain its managerial right to recruit, appoint, not appoint, reappoint, not reappoint,**

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<sup>1</sup>CS 10, CS 61A, CS 61B, CS 61C, CS 70, CS 161, CS 162, CS 170, CS 182/282A, CS 186, CS 188, CS 189/289A, DATA C100, DATA C102, DATA C140, DATA C8, DATA C88C, DATA C88S, EECS 16A, EECS 16B, EECS 126, EECS 127/227AT



**and transfer unit members and to determine and modify the size and composition of the workforce.**

**L. Pedagogy Course Requirements in Summer**

- a. **The University will provide a mechanism for undergraduate ASEs appointed by EECS and DSUS in summer semesters to meet pedagogy course requirements at no additional cost to the ASEs.**

**M. Resolution of Outstanding Grievances**

- a. **The Union agrees to withdraw grievances GRV-BX-058-03-2023 and GRV-BX-057-03-2023 without prejudice.**

**N. Duration**

- a. **This agreement will be in effect Fall 2023 through May 31, 2025, and may be extended upon mutual agreement of the parties.**

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EXHIBIT 7

**Side Letter**  
**UC Berkeley – EECS and Data Science**  
**UGSI Fee Remission and Staffing**

The University of California, Berkeley (“UC Berkeley”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 2865 (“UAW” or “Union”) agree to the following terms and conditions to apply to undergraduate employees in the specific departments and courses as specified in this agreement.

**A. General Considerations**

- a. This Side Letter is only applicable to undergraduate students appointed to Academic Student Employee (ASE) titles, including any new titles created by this agreement, hired in courses in the Department of Electrical Engineering and Computer Sciences (EECS) and Data Science courses offered by Data Science Undergraduate Studies (DSUS).
- b. This agreement pertains only to the appointments named in this agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current collective bargaining agreement.

**B. Side Letter Joint Labor Management Meetings**

- a. During the life of the agreement, the parties agree to meet at least one time per term to review the implementation and effectiveness of the Side Letter.
- b. The meeting shall include representatives from UC Berkeley, the Union, and undergraduate academic student employees for EECS and Data Science courses.
- c. The parties shall mutually develop the agenda of the meeting.

**C. EECS and Data Science Employee Orientations**

- a. Within one month of the beginning of each academic term, the Department and Union shall schedule a mandatory orientation meeting **for each course in EECS and Data Science that has hired more than ten (10) undergraduate bargaining unit members**. These orientations should be scheduled in conjunction with and as an integral part of a course staff meeting for each course, as practicable, and preferably during the first such meeting held. This does not require faculty members to create new course staff meetings to accommodate the Union Employee Orientation. It is up to the faculty member to determine which of the scheduled course staff meetings is available for scheduling the orientation.
- b. During the second month of each academic term, the Department and the Union shall schedule a department-wide mandatory orientation for bargaining unit

members who did not attend a previous EECS and Data Science Employee Orientation in that semester. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation, and may share that information with the Department for additional distribution.

- c. EECS and Data Science Employee Orientations shall operate as per Section E, “Access for Purposes of UAW Orientation” of Article 28, Union Access and Rights, of the UAW 2865 Collective Bargaining Agreement unless otherwise modified by this agreement.

#### **D. Departmental Faculty Orientations**

- a. Within one month of the beginning of each academic year semester, the Department shall schedule an orientation meeting for faculty and instructors of record in EECS and Data Science. The Department shall be responsible for encouraging faculty and instructors of record to attend the orientation.

#### **E. ASE Workload Management**

- a. The assigned workload for ASEs is based on how many hours the supervisor could reasonably expect the bargaining unit member to satisfactorily complete the work assigned.
- b. ASEs shall initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in working over their assigned hours.
- c. The Department shall send an email notice once per academic term to all ASEs, **ASE applicants**, and department faculty stating:
  - i. The University has an interest in making sure that all of our academic student employees are assigned a workload that is commensurate with the work required. Working beyond the hours for which you are appointed or regularly taking on job duties outside of your job title is not encouraged or expected, **and does not confer any advantage in hiring, re-hiring, or promotion**. If you anticipate any workload related issues that would result in working over your assigned hours, talk to your supervisor as soon as possible to remedy the situation. You may also contact your union representatives at [berkeley@uaw2865.org](mailto:berkeley@uaw2865.org).

#### **F. Hiring Procedures**

- a. The University affirms that the review of applicants to ASE positions is fundamentally a duty of the EECS and Data Science departments and that appropriate care must be taken to ensure that the outcome of any hiring decisions is properly considered and reviewed by the departments. The departments are

permitted to allow ASEs and former ASEs to assist in the review of applicants, but this must not take the place of reviews conducted, and decisions made, by the department or its instructors of record.

- b. The University of California is committed to a university environment that provides equal opportunity and promotes a diversity of backgrounds, perspectives, and experiences among undergraduate and graduate student employees. Hiring procedures in the EECS and Data Science departments shall adhere to any relevant University Policies in the proper review and consideration of applications.

#### **G. Classifications for Undergraduate ASEs**

- a. The classifications below are only eligible for use in hiring undergraduate ASEs by EECS and DSUS.
- b. **The University may hire undergraduate students in the current Reader and Tutor classifications as follows:**
  - i. Undergraduate Readers in EECS and DSUS courses shall only be eligible to host office hours for the purpose of retrospective review of assignments and exams they have read on a non-recurring, case-by-case basis.
  - ii. **Undergraduate Tutors in EECS and DSUS courses shall not be assigned to courses in which Course Staff 1 are assigned.**
- c. Course Staff (CS1) - may perform both Group Tutor and Reader duties as normally defined. Duties may include, but are not limited to:
  - i. Grading of student papers and examinations;
  - ii. Rendering individual or group tutoring sessions;
  - iii. Holding office hours;
  - iv. Reviewing course materials for quality assurance;
  - v. Scheduling and logistics;
  - vi. Developing software;
  - vii. Identifying student misconduct;
  - viii. Implementing accommodations; and
  - ix. Proctoring examinations.

For the purposes of professional and pedagogical development, Course Assistants may assist other ASEs in their duties under their supervision. **CS1s shall be appointed anywhere between and including 6 to 12 hours per week. CS1s shall be hourly employees.**

- d. Course Staff 2 (CS2) - may teach sections of **up to 40 students** and review sessions as well as perform **CS1** duties **under the active supervision of a faculty member who is the Instructor of Record for the course**. Duties may include, but are not limited to:
- i. Instruction during scheduled lab and discussion sections;
  - ii. Addressing administrative concerns for students in those sections such as accommodations and conduct; and
  - iii. Mentoring, training, and providing feedback to other ASEs individually.
- For the purposes of professional and pedagogical development, they may assist other ASEs in their duties under their supervision. They may not be responsible for directing or coordinating the work of other ASEs. **CS2 shall be appointed to positions at 20%, 25% or 30% FTE in the Fall and Spring academic terms. CS2s shall be salaried employees.**
- e. Course Staff 3 (CS3) - may perform **CS1, CS2,** and GSI duties **under the active supervision of a faculty member who is the Instructor of Record for the course**. Duties may include, but are not limited to:
- i. Directing and coordinating the work of other ASEs; and
  - ii. Addressing administrative concerns for all students in the course such as accommodations and conduct.
- Course Staff IIIs may, but must not be compelled to, deliver a limited number of lectures **under the guidance and supervision of an instructor of record. CS3s shall be appointed anywhere between and including 20% and 50% FTE in the Fall and Spring academic terms. CS3s shall be salaried employees.**

#### H. Compensation

- a. **CS1s shall receive wages equivalent to the wage rate for undergraduate Group Tutors at UC Berkeley including the wage increases scheduled for October 1, 2023 and October 1, 2024 as per the collective bargaining agreement.**
- b. **CS2s shall receive a monthly salary that is 10% above the following: their appointment percentage times 680 hours worked times the CS1 hourly rate divided by 5 months. [Bargaining note: For example, a 25% FTE would receive 10% above the following over 5 months: 170 hours paid at the CS1 rate.]**
- c. **CS3s shall receive a monthly salary that is 65% above the following: their appointment percentage times 680 hours worked times the CS1 hourly rate divided by 5 months..**

**I. Guaranteed Hours**

- a. **In a commitment to ensure the compensation of all hours worked, EECS and DSUS will develop a joint policy for ASEs, faculty, and staff on the method for reporting hours. The purpose of this policy is to ensure that all Academic Student Employees (ASEs) with hourly appointments report their work time accurately and are fully compensated for the assigned work they perform. The policy will be shared with the Union for their review prior to distribution.**
- b. **CS1, Readers, and Tutors shall be paid on an hourly basis as follows:**
  - i. **Each hourly undergraduates ASE appointment will be made with a target number of hours per week, “N”, and one of the two following methods for assigning duties:**
    1. **The ASE will be assigned duties that:**
      - a. **Total at least (75% of N) hours for each week with at least 4 instructional days.**
      - b. **Total at least (15 times N) hours for the semester if their appointment is active for all instructional days in the semester.**
    2. **The ASE will be assigned weekly duties of N hours for all weeks with at least 4 instructional days.**
  - ii. **Duties not performed because of illness will be excused, and the ASE will be compensated for them.**

**J. Fee Remission**

- a. **In order to maintain a sustainable program that employs a large number of undergraduate students, undergraduate students hired as CS1, CS2, and CS3 shall not receive fee remission as outlined in the collective bargaining agreement except as follows:**
  - i. **An individual CS1, CS2, and CS3 may elect to receive part or all of their compensation as tuition and fee remission. The University shall determine a process for this election, including timelines, and share it with the Union prior to implementation. [This section is pending review by other stakeholders to make sure that we could meet this provision].**
- b. **This section does not apply to graduate students serving in ASE roles.**

**K. Staffing Levels**

- a. For the duration of this Side Letter, the University will seek to appoint a minimum of 10.1 staff hours per enrolled student (assuming appointments are for 17 weeks and taking maximum enrollments throughout the semester) across CS, DATA, EECS and EE courses that, in 2022-23, appointed at least 10 undergraduate ASEs.<sup>1</sup> This represents a 15% increase over 2022-23 hiring levels per enrollment in these courses.
  - b. It is the University's intent to hire at the numbers indicated in K.a. If during an academic year, the University appoints fewer staff hours per enrolled student than the minimum above, then it must receive written approval from the union to continue appointing CS1, CS2, and CS3 roles for the following academic year. If no approval is granted by the Union, the University may still appoint Reader, Tutor, and GSI roles as per the collective bargaining agreement.
  - c. This staffing plan may be modified by the University to reflect changes to budget parameters, enrollment numbers, and instructional plans. Prior to implementing any changes to hiring levels in these courses, the University shall provide notice to the Union and give an opportunity to meet and discuss the impacts of such changes.
- L. Pedagogy Course Requirements in Summer
- a. The University will provide a mechanism for undergraduate ASEs appointed by EECS and DSUS in summer semesters to meet pedagogy course requirements at no additional cost to the ASEs.
- M. Resolution of Outstanding Grievances
- a. The Union agrees to withdraw grievances GRV-BX-058-03-2023 and GRV-BX-057-03-2023 without prejudice.
- N. Duration
- a. This agreement will be in effect **Fall 2023** through May 31, 2025, and may be extended upon mutual agreement of the parties.

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<sup>1</sup>CS 10, CS 61A, CS 61B, CS 61C, CS 70, CS 161, CS 162, CS 170, CS 182/282A, CS 186, CS 188, CS 189/289A, DATA C100, DATA C102, DATA C140, DATA C8, DATA C88C, DATA C88S, EECS 16A, EECS 16B, EECS 126, EECS 127/227AT



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EXHIBIT 8

PERB Received  
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Video link provided in Attachment "A"

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04/07/23 18:14 PM

EXHIBIT 9

# Thread # u

Open in channel

Mar 17th at 1:55:55 PM



J

**John DeNero** 2 days ago

A town hall about course staffing in CS, DS, EECS, and EE courses will be held on Monday:

2:10pm-3:30pm Monday 3/20 in Wozniak Lounge (430 Soda Hall)

The UAW did not offer to extend bargaining past yesterday, and so bargaining has ended. No agreement was reached about a side letter regarding undergraduate course staff positions in EECS and Data Science. The university and the UAW are discussing mediation, which involves a closed session, in contrast to the public bargaining sessions that we have held for the last five weeks.

Here's an update about bargaining this week that discusses course staff compensation:

<https://youtu.be/bTPJdz5e-ZU>

2 replies

# Also sent to the channel

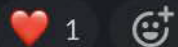
1 day ago

Hi @John DeNero, in the past ASEs and the university have hosted these town halls jointly - would you be open to doing that again? I think we have a goal of transparency and having a cohost of ASEs involved is really the only way to ensure that there is complete transparency on the issue, as otherwise the transparency would be incomplete. (edited)

J

**John DeNero** 1 day ago

Sure! That sounds great.



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EXHIBIT 10

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### Posts



Posted by [\[redacted\]](#) 2 days ago



### 31 EECS/Data Course Staff Bargaining

CS/EECS



27 Comments



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· 2 days ago

DeNero made a video about this: <https://youtu.be/bTPJdz5e-ZU>

This round of bargaining was mostly about increasing course staffing. During the strike, the union already negotiated big pay increases to \$70-100/hour or so for UGSIs depending on the hours per week. The \$100/hour isn't in the video above but someone replied to an earlier thread explaining this to me. It might actually be \$96/hour in the big contract at least based on my calculations before. I know it's at least \$96/hour based another post from a union poster.

So this bargaining process with the department wasn't about increasing that pay and actually the union voluntarily brought that down to \$65-\$75/hour saving the department \$1M per year relative to the systemwide contract. The union was instead asking primarily more staffing, like more TAs, tutors etc. So that was the way in which they were trying to make bargaining better for TAs.

The department proposal response says OK we can do more staffing, but we can't

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hour to \$75/hour and the university wants an even bigger drop in wages. And as I understand it the gap is so big that they are ending the open bargaining process without a side letter, so I don't know what happens next other than some town hall.

Basically DeNero said we have three choices: Find 5 million more dollars per year to cover more staffing costs, cut pay, or cut class sizes. The department proposal picked the cut pay option, but it's just a proposal and the ASEs can't get a forced pay cut because the department decides so.

4



Reply Share ...

[\[redacted\]](#) · 2 days ago

The department proposal response says OK we can do more staffing

I think this fundamentally misrepresents what the university has proposed. They have proposed a non-binding target increase in staffing hours, which is completely meaningless, since they have the power to unilaterally change it for any reason, including budgetary ones. The university wants to give ASEs a *guaranteed* pay cut while not guaranteeing any staffing increase, which is a complete nonstarter.

The university has put out these misleading statements that say "the bargaining process is over" and suggesting that the ASEs have put the entire department in this precarious situation by suggesting mediation. The fact of the matter is that the university and ASEs have passed the bargaining deadline, and according to an agreement they made earlier, they must enter mediation. The bargaining process *will* continue and an agreement can still be reached. Whether the process will be open or not is a decision for the mediator to make.

28



Reply Share ...



its-denero 🍷 +2 · 2 days ago

The commitment to increase staffing in our supposal will lead to increased staffing as long as there is no major change to the university, such as a pandemic or another massive decrease in state support. I don't personally make empty commitments, and neither does the EECS department as a whole. To call this commitment "completely meaningless" is misinformation.

However, with a banking crisis potentially on the horizon, the economy my shift rapidly, at which point the university will be at the mercy of the state. During the last recession, the state cut UC funding by 37% in one year (2007-2008). Given that possibility, it would be irresponsible for me to make unconditional commitments.

I don't mean to mislead anyone by stating that bargaining is over. The public

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process between the university bargaining team (myself, Ani Adhikari, Josh Hug, Mara Otero) and the union bargaining team led by Tanzil Chowdhury (Material Science PhD student) and Garrett Strain (former Sociology PhD student) . Many of the students actually affected by an EECS/Data undergrad side letter just started paying attention (which is great). It seems like an odd moment to exclude them from the process.

-12



Reply Share ...



· 1 day ago

Hi John, it's [redacted] (For those who don't know me, I'm a 4th year undergrad and a uGSI for EECS 16A who's been involved in these negotiations.)

I'm sorry, but I don't think any "commitment" where the university can unilaterally change its mind at any point in the future is actually meaningful. You're asking student-workers to take a serious pay cut (that we can't go back on if our situation changes) with no real guarantee of staffing. It's already clear that in the event of serious emergencies, the Emergency Layoff article of the contract means adjustments can be made to staffing, and in the event of budget cuts, we've already suggested that we'd be open to re-openers or meeting/conferring over changes to the article.

I also want to point out that mediation is not necessarily a "closed" process. it'll be up to the mediator, the university, and the ASEs to determine what form mediation takes. In bargaining over the broader union contract, mediation involved the mediator going between the teams, but nothing was "closed" or kept secret from workers: workers were still updated regularly as to what was happening during mediation, they still had their voices heard over surveys and caucuses, and they still got to shape and ratify the final agreement.

I take issue with the suggestion that the team representing the ASEs has been just Tanzil and Garrett. As you are aware, I have been involved in these negotiations for months now, as well as many other undergraduate ASEs. Many undergraduate ASEs (including myself) have been putting together proposals, collecting data, and writing updates to solicit feedback throughout this process. Even though most undergraduate ASEs are exceedingly busy, we have dedicated our time to this because we care about the future of this department, and because we are "actually affected by an EECS/Data undergrad side letter".

We are excited to see that increasing numbers of undergraduate ASEs are getting more involved in these negotiations, as this is something we've been pushing for throughout this process. I take issue with the suggestion though that the decision to go to mediation was somehow "odd" -- every ASE who



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which came from undergraduate ASEs themselves, is a move to exclude them from the process.

14



Reply Share ...

\_\_\_\_\_ · 1 day ago

Are you a salaried employee? I'd you're willing to become hourly and potentially lose your benefits then at least you'd be intellectually honest. I'm sure your job will be fine so who cares if all the EECS undergrads get screwed.

9



Reply Share ...

\_\_\_\_\_ · 23 hr. ago

thanks for the opinion you jackass

-1



Reply Share ...

\_\_\_\_\_ · 23 hr. ago

Brain dead take fucking loser lol

-3



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other To the squirrel in front of VLSB at (37.8720287, -122.2617646) that I saw at 5:32 PM today

I loved how your 4,194,304 hairs glistened in the sunlight and also the way your long thick bushy tail swished from side to side seductively. Not to mention those adorable whiskers and eyes...

Anyways, I was too nervous to approach you at the time but I was wondering if I could maybe possibly get your Intreegram? Or at least your OnlyBranch so that I can financially support you? (I know that good acorns are hard to come by at this time of the year)

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EXHIBIT 11

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Jess Banks

## EECS Staffing Negotiations

2 messages

**Tanzil Chowdhury**

Sun, Mar 19, 2023 at 5:18 PM

To: Mara Otero

, John DeNero

, Jess Banks

, Garrett Shishido Strain <garrett.strain@gmail.com>, Ani ADHIKARI

, Gabriel Classon

, Dahlia Saba

, Angel

Aldaco

, Lisa Yan

, Jalen Gooch

Hello all,

Hope you've had a good weekend. Wanted to draw attention to a few items:

- 1) As we go through the process of searching for mediators, we were hoping to schedule bargaining sessions next week. We have availability Monday through Wednesday, so let us know when you are available and can book some space.
- 2) Sounds like you're in communication with ASE members of our team to work on the town hall already, but let us know if anything changes or there's anything you'd want further input on.
- 3) We had some concerns regarding the language in a few communications that went out from John after our Thursday session. Namely, we are concerned about the statement that "bargaining has ended" -- I worry that this gives off the impression that the process as a whole has ended and that we are unable to continue our discussions while we search for a mediator. We are also concerned with the description of the terms of mediation, which I would hope that we can sit down and discuss before landing on unilaterally. We are committed to a mediation process that ensures that workers will remain involved, as I'm sure you are as well. We would sincerely appreciate it if you could amend your communications that have already gone out and be clear on these issues in communications going forward. If there is any confusion on these items, please do not hesitate to reach out, I'm sure we can discuss to clear things up.

Best,

--

Tanzil Aziz Chowdhury  
PhD Student | Dubon Group  
Materials Science & Engineering  
UC Berkeley

**John DeNero**

Sun, Mar 19, 2023 at 7:04 PM

To: Tanzil Chowdhury

Cc: Mara Otero

, Jess Banks

, Garrett Shishido Strain

, Ani ADHIKARI

, Gabriel Classon

, Dahlia

Saba

, Angel Aldaco

, Lisa Yan

Jalen Gooch

Hi Tanzil,

Regarding (1), Ani, Josh, and I have continued to discuss ways to address some of the points on which we have yet to converge, and I'd be happy to share those once we get a chance to talk them over with Mara.

I have reserved 373 Soda on Tues 3:30-5 and 380 Soda on Wed 3-5. I believe Mara is not available Wednesday, but perhaps someone else can join from labor relations.

Regarding (3), I'm sorry if I've added confusion — I thought that the public process we were undergoing was called

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"bargaining" and that mediation would have quite a different character, but this is based only on a short conversation with Mara. I have not participated in formal bargaining or mediation before — past agreements related to EECS/Data were worked out largely over email with one or two meetings. A discussion to clear up expectations about mediation would be great. Tomorrow is the EECS faculty retreat — I'm afraid Josh and I will be tied up in faculty hiring discussions all morning. But I hope we can chat soon to figure out how to make the most of this week.

-John

[Quoted text hidden]

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EXHIBIT 12

12:22 PM



Hug sent 61b the following this morning:

“Question to muse about: Why is bargaining the way it is? I find it really weird that we’re not co-developing models and coming up with ideas. The current approach has two groups of people talk separately and come up with some random idea that the other side doesn’t fully digest. The ideation phase is seemingly disjoint, which feels like a major problem since both sides have context that the other lacks.

This all feels extremely inefficient and has led to tremendous frustration on both sides (expressed by one bargaining team member privately to me and publicly by John when he called out Tanzil and Garrett in a rather unfriendly manner that they were not representing the full interests of everyone involved).

In all past crises like this, we’ve all sat down together and tried to figure this out. Somehow this specific crisis has this bizarre adversarial framing which feels counterproductive.”

“I’ve spent a lot of time in the last two days working on trying to figure out how much the supposal costs, what budgeting sheets might look like in the future, what optimizations are possible given the course staff, what clause K.b. means and whether it’s really pedagogically ideal or just a blunt instrument to prevent scenario 1, etc. It feels like we should have all been doing this together since I’m sure I’m going to mess something up.”

 1 

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EXHIBIT 13



**hug** 14 hours ago

I had a great chat with a couple of folks about the union and faculty proposals. It was the first time I've had a chance to really talk about a lot of the juiciest issues and most controversial parts of the proposals with students.

I spent a lot (!! ) of Spring break just thinking about this situation mostly on my own, and it's kinda melting my brain. I remain really worried that there is a non-trivial chance that the next few years are going to be a disaster.

Who wants to meet up with me tomorrow at like 2 PM? Like getting a dozen or more people together would be great though that number is probably a bit ambitious... (edited)



1 reply

---



**hug** 3 hours ago

No rooms available so let's just do my office! (779 Soda). See you there?



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EXHIBIT 14

PERB Received  
04/07/23 18:14 PM



Jesse Banks

## EECS/DS Staffing Supplementary RFI

9 messages

Dahlia Saba

Wed, Jan 25, 2023 at 9:56 PM

To: Mara Otero

Cc: berkeley@uaw2865.org, Garrett Shishido Strain

, Daniel Rothchild

, Jean-Luc Watson

, Tanzil Chowdhury

, Jess Banks

, John DeNero

Josephine WILLIAMSON

Dear Mara,

Per our conversation today, we are writing to follow up with a supplementary RFI related to upcoming EECS and Data Science staffing negotiations.

- For each EECS/DS course (including courses with fewer than 100 students): enrollment, hiring costs, number of staff hired (broken down by position and FTE) from Fall 2019 to Spring 2023.
- Headcount of Spring 2023 GSIs and UGSIs broken down by the number of semesters they have worked at 25% FTE or more as UGSIs and GSIs
- Number of academic interns working for each course in EECS/DS from Fall 2019 to Spring 2023
- Spring 2023 syllabi for academic intern courses (EE197/DS197/CS197)

If possible, please provide these records in electronic form (preferably excel or word files). Additionally, the Union would like to receive these records in installments as soon as they become available and on a rolling basis. The Union reserves the right to request additional necessary and relevant information on this matter. Please provide this information to the Union no later than February 3, 2023. You may contact me directly by email at \_\_\_\_\_ or by telephone at \_\_\_\_\_ if you have any questions or if you would like to discuss this request.

Best,  
Dahlia

Mara Otero

Thu, Jan 26, 2023 at 10:59 AM

Reply-To: \_\_\_\_\_

To: Dahlia Saba

Cc: "berkeley@uaw2865.org"

, Garrett Shishido Strain

, Daniel

Rothchild

, Jean-Luc Watson

, Tanzil Chowdhury

, Jess Banks

, John DeNero

Josephine WILLIAMSON

Good Morning Dahlia,

We are in receipt of your RFI. I wanted to confirm that this RFI replaces the previous RFIs and that we are focusing on this as our current scope. It is called supplementary, so I wasn't sure it that meant that we had to go back to the Fall's RFIs and continue a conversation about those other items.

Below are some of our initial responses on your proposed timeline of February 3rd and the items of this RFI.

1. For each EECS/DS course (including courses with fewer than 100 students): enrollment, hiring costs, number of staff hired (broken down by position and FTE) from Fall 2019 to Spring 2023.

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We believe that we can get the information back to Fall 2020 by the February deadline. Going back to Fall 2019 would require additional time and work. Can we agree that after the Union has reviewed the 3 year data provided, you can then let us know if we need to provide the Fall 2020 data?

- 2. Headcount of Spring 2023 GSIs and UGSIs broken down by the number of semesters they have worked at 25% FTE or more as UGSIs and GSIs

We believe that we can meet the proposed February 3rd deadline for this information.

- 3. Number of academic interns working for each course in EECS/DS from Fall 2019 to Spring 2023

This information is not readily available to the University and would require time and cost to gather. We would like to propose that this item is not immediately relevant to the bargaining that will be beginning shortly and that we place this item in abeyance.

- 4. Spring 2023 syllabi for academic intern courses (EE197/DS197/CS197)

This information is not readily available to the University and would require time and cost to gather. We would like to propose that this item is not immediately relevant to the bargaining that will be beginning shortly and that we place this item in abeyance.

I will be sending a separate communication to this group to discuss the logistics of the Town Hall and Bargaining.

Best,  
Mara

—  
**Mara M. Otero**  
**Employee and Labor Relations Consultant**  
People & Culture

**Days of Unavailability:**

[Quoted text hidden]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

Tanzil Chowdhury

Thu, Jan 26, 2023 at 1:58 PM

To: [Redacted]  
Cc: Dahlia Saba [Redacted], "berkeley@uaw2865.org" [Redacted], Garrett Shishido Strain [Redacted], Daniel Rothchild [Redacted], Jean-Luc Watson [Redacted], Josephine WILLIAMSON [Redacted], Jess Banks [Redacted], John DeNero [Redacted]

Hi Mara,

You can focus on this as the primary RFI but we are still reviewing the information provided pursuant to the

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previous RFI and may still have some clarification questions / supplementary requests related to that RFI.

1. Data going back to Fall 2020 for now works for us and we'll let you know later on if we need to request previous years.
2. Happy to hear it!
3. We believe this information is necessary and relevant to staffing negotiations given that academic interns appear to play an important role in course staffing. We would be amenable to receiving the Spring 2023 AI headcounts by course for the time being and revisit the question of previous terms later on.
4. Again, we believe this information is necessary and relevant to staffing negotiations. The syllabi should lay out how much time per week the AIs spend on instructional activities vs. other pedagogical training and assignments. This information should not be overly burdensome or costly to compile, as it is just syllabi for three courses.

Best,

Tanzil

[Quoted text hidden]

---

**John DeNero** <denero@berkeley.edu>

Tue, Feb 7, 2023 at 10:35 AM

To: Tanzil Chowdhury |

Cc: |

, Dahlia Saba  
, Garrett Shishido Strain  
, Jean-Luc Watson  
, Josephine WILLIAMSON

, "berkeley@uaw2865.org"  
, Daniel Rothchild  
, Jess Banks

Hi folks,

Here's data you requested. Let me know if you have any questions. You're welcome to share this with all students.

For each EECS/DS course (including courses with fewer than 100 students): enrollment, hiring costs, number of staff hired (broken down by position and FTE) from Fall 2019 to Spring 2023.

<https://bit.ly/2023-eeecs-data-staffing>

Headcount of Spring 2023 GSIs and UGSIs broken down by the number of semesters they have worked at 25% FTE or more as UGSIs and GSIs.

<https://docs.google.com/spreadsheets/d/1jzg1K4bdbwfm-lyZDL7IAmM7SGshMCzsS159zarJ7jQ/edit?usp=sharing>

Cheers,

John

[Quoted text hidden]

**PROOF OF SERVICE**

I declare that I am a resident of or employed in the County of Los Angeles,  
State of California. I am over the age of 18 years. The name and address of my  
Residence or business is 6300 Wilshire Boulevard, Suite 2000, Los Angeles,  
California 90048

On 04/07/2023, I served the Unfair Practice Charge  
(Date) (Description of document(s))

(Description of document(s) continued) in Case No. Unassigned  
PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- personal delivery;
- electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Regents of the University of California  
Office of the General Counsel  
1111 Franklin Street, 8th Floor  
Oakland, California 94607

Nadine Fishel,  
Associate Director, Labor Relations  
Regents of the University of California  
1111 Franklin Street, 8th Floor  
Oakland, California 94607

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 04/07/2023,  
(Date)  
at Los Angeles, California.  
(City) (State)

Alejandro Delgado

(Type or print name)



(Signature)