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.

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.[1] 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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[1] 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.**