

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). **All terms of the UAW 2865 Collective Bargaining Agreement not modified by this agreement shall apply to any new titles created.**
- 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. **Any disputes arising from this side letter agreement are subject to the grievance and arbitration process as outlined in Article 12 – Grievance and Arbitration of the UAW 2865 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 and the Union and its 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. **A limited number of representatives of the union may attend the orientation to answer questions.**

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 ~~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. **All undergraduate ASEs in EECS and DSUS shall be hired either as a Reader or in one of the outlined classifications below.**
- ~~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. Undergraduate Course Staff 1 ~~Assistant~~ (UCS1) - 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. UCS1s shall be appointed anywhere between and including 6 to 12 hours per week. UCS1s shall be hourly employees.

- e. Undergraduate Course Staff 2 Teaching Associate (UCS2) - may teach discussion sections of up to 40 students or lab sections of up to 60 students and review sessions as well as perform UCS1 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. UCS2 shall be appointed to positions at 20%, 25% or 30% FTE in the Fall and Spring academic terms. UCS2s shall be salaried employees.

- f. Undergraduate Course Staff 3 Head Teaching Associate (UCS3) - may perform UCS1 Course Assistant, UCS2 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.

UCS3s may, but must not be compelled to, deliver a limited number of lectures under the guidance and supervision of an instructor of record. UCS3s shall be appointed anywhere between and including 20% and 50% FTE in the Fall and Spring academic terms. UCS3s shall be salaried employees.

H. Compensation

- a. UCS1s shall receive wages equivalent to at least the wage rate for Group Tutors at UC Berkeley.
- b. UCS2s and UCS3s 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. UCS2s and UCS3s shall receive wages that are at least equivalent to those of a Teaching Assistant at Salary Increment 1 at the onset of this agreement. On October 1st, 2023, the University shall increase the wages of UCS2s and UCS3s by 7.5%. On October 1st, 2024, the University shall increase the wages of UCS2s and UCS3s by an additional 7.5%.~~

- ~~e. 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.~~

~~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.~~
- a. This section does not apply to graduate students serving in ASE roles.
- b. UCS2s 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 – UCS2 Fee Remission Structure</u>	
<u>Appointment Percentage (% FTE)</u>	<u>Fee Remission Percentage</u>
<u>20%</u>	<u>40%</u>

<u>25%</u>	<u>50%</u>
<u>30%</u>	<u>60%</u>

- c. UCS3s appointed at 20% FTE shall receive a partial fee remission of at least 40% of the value of the full partial fee remission guaranteed under Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement.
- d. UCS3s 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 at least 10.1 staff hours per enrolled student (assuming appointments are for 17 weeks of service expectation) in each EECS, CS, EE, and DSUS course where 5 or more undergraduate ASEs are hired. 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 shall increase combined UCS2 and UCS3 hours per enrollment by at least 15% over 2022-2023 TA hours per enrollment, as outlined in 2023 EECS/Data Course Hiring and Enrollment Report.
- 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.
- d. In the event that there is a significant and consequential reduction in the University's ability to fund instruction in EECS and Data Science, the University shall notify the Union and the parties shall meet and confer. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this side letter. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
- e. The University shall retain its rights as guaranteed in Article 9 – Emergency Layoff of the UAW 2865 Collective Bargaining Agreement with respect to this

side letter.

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 **unless otherwise modified by this agreement.**
- b. 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 the following grievances with prejudice:**
 - i. **GRV-BX-058-03-2023**
 - ii. **GRV-BX-057-03-2023**
 - iii. **The Tutor Misclassification grievance filed on 3/23/23**

N. Duration

- a. **This agreement will take effect beginning Fall 2023 and shall remain in effect for as long as the UAW 2865 Collective Bargaining Agreement is in effect, as per Article 34 – Duration. through May 31, 2025, and may be extended by mutual agreement of the parties.**