

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 UC/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, 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) 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 EECS and Data Science programs 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 **programs** and that appropriate care must be taken to ensure that the outcome of any hiring decisions is properly considered and reviewed by **these programs**. The departments are permitted to allow ASEs to assist in the review of applicants, but this must not take the place of reviews conducted, and decisions made, by the **programs or their** 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 **programs** 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, **a summer UGSI**, or in one of the outlined classifications below.
- b. 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.
- c. **Undergraduate Course Staff 1 (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 **potential** student misconduct;
- viii. Implementing accommodations; and
- ix. Proctoring examinations.

For the purposes of professional and pedagogical development, UCS1s may assist other ASEs in their duties under their supervision. UCS1s shall be appointed anywhere between and including 6 to 12 hours per week **in the Fall and Spring academic terms**. UCS1s shall be hourly employees.

- d. **Undergraduate Course Staff 3 (UCS3)** - may perform UCS1 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. **Mentoring, training, and providing feedback to other ASEs; and**
 - iii. Addressing administrative concerns in the course such as accommodations and conduct.
 - iv. Teaching discussion and lab sections and review sessions.

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 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. **Starting in August 2023, UCS3s shall receive wages that are equivalent to those of a UGSI at the 4/1/2023 rate (\$5,000/month at 100% FTE).**
- c. **On October 1st, 2023, the University shall increase the wages of UCS3s by 7.5%. On October 1st, 2024, the University shall increase the wages of UCS3s by an additional 7.5%.**

I. Fee Remission

- a. **UCS3s shall receive at minimum a partial fee remission based on FTE appointment percentage of the value of the full 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>
<u>Above 30%</u>	<u>100%</u>

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

J. Staffing Levels

- a. **For the 2023-24 and 2024-25 academic years, the University will agree to appoint at least 55% of all ASE hours in courses offered by EECS and Data Science to GSI or UCS3 positions. This percentage represents an aggregate across courses; individual courses are not constrained to a specific ratio of appointments.**
- b. **It is the University’s intent to hire according to J.a. If during an academic year, the University does not meet the minimum above, then it will pause appointments of UCS1s until the minimum is achieved. No additional remediations will apply, such as reclassification of individual ASEs to meet the minimum.**
- c. **The University commits to spending 100% Temporary Academic Support (TAS) funds allocated by the Executive Vice Chancellor and Provost (EVCP) office to the EECS and Data Science programs for the exclusive purpose of hiring ASEs and other instructional staff during the 2023-24 and 2024-25 academic years.**

K. 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.

L. Resolution of Outstanding Grievances and Unfair Labor Practice Charges

- a. **The Union agrees to withdraw all grievances related to undergraduate ASEs in EECS and DSUS courses with prejudice, including but not limited to: GRV-BX-058-03-2023, GRV-BX-057-03-2023, and GRV-BX-060-03-2023.**
- b. **The Union agrees to withdraw all current unfair labor practice charges related to ASEs in EECS and DSUS courses with prejudice, including but not limited to: SF-CE-1422-H.**

M. Duration

- a. **This agreement will be in effect Fall 2023 through May 31, 2025, and may be extended upon mutual agreement of the parties.**
- b. **If agreement is not extended, at the conclusion of the Side Letter’s duration period, the Side Letter’s provision shall remain in effect as status quo while the parties enter into negotiations on extending and/or modifying the Side Letter.**
- c. **The parties agree that the provisions of this Side Letter are not binding or precedent setting on any future Side Letter agreements and that entering negotiations on modifying the Side Letter include reopening of all sections of this Side Letter.**