

**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 IIs 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.**