

**Memorandum of Understanding
UC Berkeley - EECS and Data Science
Summer 2024 Payment Method**

A. General Considerations

1. The University of California, Berkeley ("UC Berkeley") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 4811 ("UAW" or "Union") agree to the following terms and conditions to apply to certain employees in the specific departments and courses as specified in this memorandum of understanding.
2. This MOU applies only to Summer 2024 ASE appointments in EECS or DSUS and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current UC/UAW Collective Bargaining Agreement.
3. Any disputes arising from this Memorandum of Understanding are subject to the grievance and arbitration process as outlined in Article 12 – Grievance and Arbitration of the UC/UAW (BX-Unit) Collective Bargaining Agreement.
4. The terms and conditions stipulated in this MOU shall be made on a one-time, non-precedent setting basis, made solely to resolve matters of a) compensation related to pre-work and post-work periods for Summer 2024 in EECS and DS; and b) any other terms and conditions stipulated in this MOU. The Union and University acknowledge and agree not to reference the terms and conditions of this MOU in any future negotiations, claims, or grievances within UC Berkeley, unrelated to an alleged violation of this MOU, or any other University of California locations. This MOU constitutes the entire understanding between the parties and supersedes any prior agreements or discussions related to this MOU.

B. Memorandum of Understanding Joint-Labor Management Meetings

1. Following the summer 2024 summer sessions, and beginning no later than October 31, 2024, the parties shall meet and confer to review the results of this change and to make any additional adjustments. These timelines may be extended by mutual agreement.
2. The meetings shall include representatives from UC Berkeley and the Union. The parties shall mutually develop the agenda of the meetings.

C. Appointments for Pre-Work and Post-Work

1. ASEs in EECS and DSUS may be expected to complete work prior to ("pre-work") or after the end of ("post-work") course dates during the Summer 2024 Session.

2. ASEs who will be required to do "pre-work" and/or "post-work" will receive a notification/addendum after their summer appointment is finalized.

3. The pre-work shall include any work the ASE performs in connection with their appointment between their date of hiring and the start of the Summer Session. The post-work shall include any work the ASE performs in connection with their appointment after the end of the Summer Session.

D. Compensation

1. ASEs who complete pre-work and post-work shall be compensated as follows:

a. Some ASEs (who may be appointed as GSIs/TAs (job title code 2321) or summer UGSIs (job title code 2321)), with 100% FTE appointments shall receive 80 hours of pre-work pay and 40 hours of post-work pay at their Summer Session rate of pay.

b. Some ASEs (who may be appointed as GSIs/TAs (job title code 2321) or summer UGSIs (job title code 2321)), with 50% FTE appointments shall receive 40 hours of pre-work pay and 20 hours of post-work pay at their Summer Session rate of pay.

c. Some ASEs (who may be appointed as UCS2s (job title code 1509) and GSIs/TAs (job title code 2321), who will be required to engage in specific and narrow duties as defined by EECS and DSUS, shall receive 20 hours of pre-work pay and 20 hours of post-work pay at their Summer Session rate of pay. These specific and narrow duties may include but are not limited to: functioning as a coordinator of other UCS2s or GSIs/TAs and/or performing other teaching or administrative duties as assigned.

d. Appointments at different percentages shall have the pre-work and post-work compensation prorated commensurate with their appointment percentage.

2. These payments shall be issued as lump sum equivalent payments.

a. For Summer Session C, the pre-work pay will be issued on the July 1 paycheck, and the post-work pay will be issued on the August 1 paycheck. Both payments will be issued as lump sum payments.

b. For Summer Session D, the pre-work and post-work pay will be issued on the August 1 paycheck as lump sum payments.

F. Workload Management

1. All work performed during the pre-work and post-work periods shall be covered by the terms and conditions of Article 34 - Workload of the UC/UAW CBA.

2. The assigned workload for ASEs engaged in the pre-work period and the post-work period are based on how many hours the supervisor could reasonably expect an ASE to satisfactorily complete the work assigned.

3. 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 during the pre-work period or the post-work period.

4. The EECS and Data Science department shall send an email notice to all ASEs hired for the pre-work period and post-work period, and department faculty stating:

a. The University has an interest in making sure that all of our ASEs are assigned a workload that is commensurate with the work required for the pre-work period and post-work period. Working beyond the hours for which an ASE appointed to the pre-work period or post-work period or regularly taking on job duties outside of their job title is not encouraged or expected during the pre-work period or post-work period, 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 during the pre-work period or post-work period, talk to your supervisor as soon as possible to remedy the situation. You may also contact your union representatives at berkeley+eecsd@uc-uaw.org.

5. The University shall ensure that ASEs without pre-work or post-work duties and responsibilities are not expected to complete work prior to or after the end of the summer session.

G. UC/UAW Joint Communication

1. The University and the Union shall jointly develop a joint communication to be provided to all summer ASEs in EECS/DSUS to explain the provisions of this agreement.

For the UAW:

DATED: 05/07/2024

DocuSigned by:
Gabriel Classon
9744732F45EA415...

Gabriel Classon
UAW 4811 Representative

For the University:

DATED: 05/07/2024

DocuSigned by:
Josephine Williamson
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Josephine Williamson
Director of Operations
Electrical Engineering and Computer Sciences
(EECS)

DATED: 05/07/2024

DocuSigned by:
Christina Teller
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Christina Teller
Executive Director of Academic Programs
Computing, Data Science, and Society (CDSS)