

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereafter “Agreement”) is entered into by and between the UAW Local 4811 (hereafter “Union”) and The Regents of the University of California (hereafter “University”) (collectively referred to as the “Parties”).

RECITALS

- A. The Union filed multiple grievances (BX-014-09-2023, BX-025-11-2023, BX-007-09-2024 and BX-038-02-2024) with Berkeley’s Electrical Engineering Computer Science (EECS) and Data Science Undergraduate Studies (DSUS) Department, alleging that the University violated the terms of the Memorandum of Understanding between the Union and the University applicable to Academic Student Employees, as well as a previously agreed to Settlement Agreement. Specifically, the Union alleges that the University appointed students into positions associated with pedagogy courses that did not meet the requirements agreed to in a previous Settlement Agreement, as well as denied ASE’s experienced based raises.
- B. The University denies the Union’s allegations.
- C. The Parties have engaged in good faith negotiation to resolve the claims brought forth by the Union and now desire to resolve and settle the grievances. This Agreement memorializes that settlement.

THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

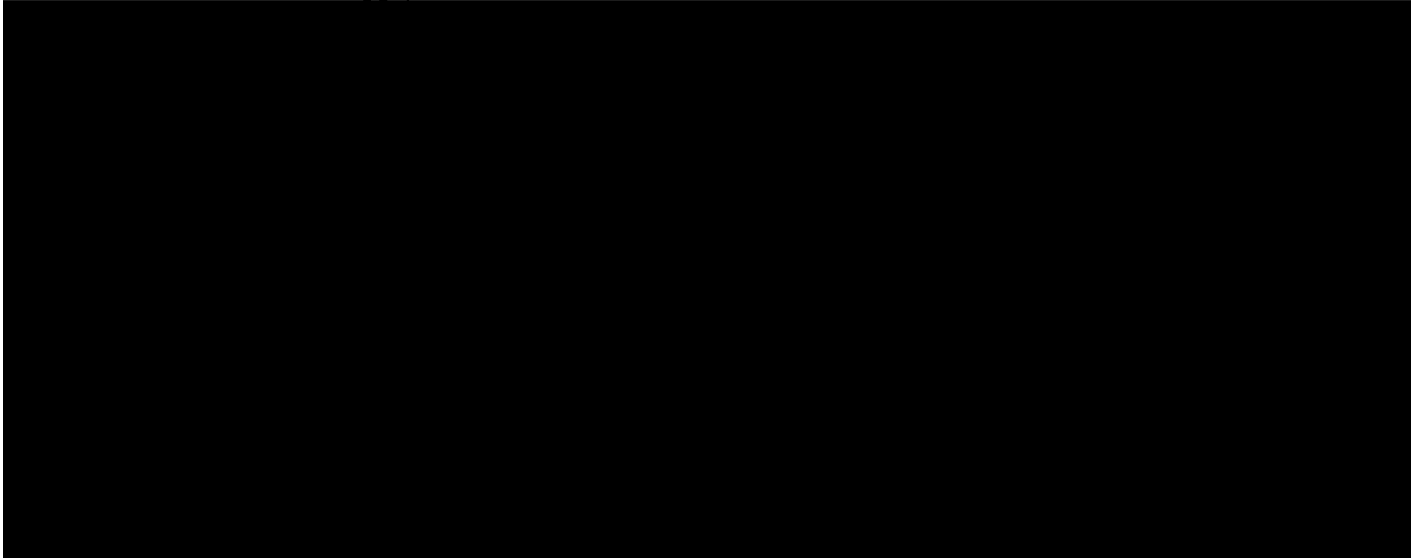
TERMS

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to resolve any and all claims arising out of the following grievances BX-014-09-2023, BX-025-11-2023, BX-007-09-2024, BX-038-02-2024 (“the Grievances”), and to settle fully and completely any and all disputes between the Union and the University, its Board of Regents, officers, agents or employees (whether current or former) regarding the allegations asserted in the Grievances. The Union acknowledges that this Agreement shall not in any way be construed as an admission by the University, or any of its Board of Regents, officers, agents or employees (whether current or former) of any improper or unlawful conduct or employment practice or any violation of the collective bargaining agreement between the Parties.
2. **TERMS OF SETTLEMENT-EECS AND DS ACADEMIC INTERNS:** The parties agree that the Academic Intern (AI) agreement dated November 17, 2020 with respect to pedagogy courses in EECS and DSUS was implemented. EECS and DS and the Union agree that all academic interns received course credit for the services provided to EECS and DSUS. As such, none of the academic interns performed any work and therefore, are not entitled to any monetary payment and/or wages. Nevertheless, the parties agree that due to the delayed

implementation of the AI agreement, the matter is best resolved by providing the following resolution:

EXPERIENCED-BASED RAISES

- a. Beginning in Fall 2025, the University shall establish a second salary point for UCS2s with 3.0% increments between salary points 1 and 2.
 - i. If a UCS2 has University teaching experience at 25% FTE or more per term at University of California, Berkeley of 2 semesters, they shall be placed on salary point 2 upon their first eligible teaching appointment starting the Fall 2025 semester.
 - ii. "University Teaching experience" includes experience accrued while working in the UCS2 job title only during the Fall and Spring semesters. Consistent with the BX contract, UCS2 teaching experience at 25% FTE or more per semester shall count towards experience based placement on the salary scale for future UGSI/GSI appointments. If a future arbitration decision or a settlement agreement with the Office of the President determines that "University teaching experience" includes Summer semesters, the decision shall apply to EECS and DS.



LOCAL AGREEMENT

- c. The parties agree that the May 12, 2023 Local Agreement (**Attachment B**) shall be amended as follows:
 - i. The Local Agreement is extended to January 1, 2026, and may be extended upon mutual agreement of the parties.
 - ii. Any salary range adjustments agreed upon as part of the November 15, 2024 UAW and University of California BX contract extension shall similarly apply to the Local Agreement.

- iii. Section J - Staffing Levels of the Local Agreement shall continue to apply during the term of this extension.

LAB DEPUTIES

- d. The University may encourage students enrolled in a course to assist each other in course work. However, the University shall not grant teaching titles or roles (whether paid, unpaid, formal, or informal) to students in a course where they are simultaneously enrolled.

DATA SCIENCE STUDENT TEAMS

- e. Data Science Undergraduate Studies (DSUS) will not offer course credit to students who are involved in supporting or developing UC courses, except for academic internships that follow the settlement agreement for grievance GRV-BX-01-007-19. This change would affect the data science modules program, Tuskegee scholars' program, and the human contexts and ethics program. Students involved in supporting or developing curriculum for UC courses or providing academic support to matriculated students enrolled in Berkeley courses as part of these programs will be appointed to ASE positions. EECS and DSUS ASEs whose primary role is curriculum development for UC courses will be appointed as UCS2s or Teaching Assistants (TAs).
 - f. The DS Discovery program is excluded from this agreement because it supports research rather than academic courses.
3. **WITHDRAWAL OF GRIEVANCES.** The Union's execution of this Agreement shall constitute a withdrawal with prejudice of the Grievances and the Union will not further pursue the Grievances or any claims or issues asserted therein. The Parties acknowledge and agree that once this Agreement becomes final, all claims raised in the Grievances have been fully and finally resolved to their mutual satisfaction, and the Union will initiate no further grievances, claims, or any other action related to the Grievances and/or the claims or allegations therein.
4. **RELEASE OF ALL CLAIMS ("RELEASED CLAIMS").** Union hereby forever releases and discharges the University and its Regents, agents, successors, assigns, affiliates, attorneys, employees, and all other representatives (hereafter collectively referred to as "University Releasees") from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities, and demands of whatsoever kind and character that Union may now or hereafter have against University Releasees arising from incidents or events occurring on or before the Effective Date of this Agreement relating to the Grievances. The release set out in this paragraph specifically covers any and all claims arising from or related to the Grievances and/or arising from any

act or omission by any University Releasee occurring before the Effective Date of this Agreement related to the Actions [hereafter “Released Claims”].

The release set out in this paragraph includes a release of any and all claims arising under any federal or state statute, including but not limited to: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Family and Medical Leave Act, the Immigration Reform and Control Act, the California Fair Employment and Housing Act, the Higher Education Employer-Employee Relations Act, the California Whistleblower Protection Act, and any provision of the California Labor Code; common law claims, including claims under the law of contract and tort; and claims arising under any University policy and/or collective bargaining agreement. Notwithstanding the foregoing, claims for work-related injuries that are within the exclusive jurisdiction of the Workers Compensation Appeals Board and any other claims that cannot lawfully be released by private agreement are expressly excluded from this release.

5. **SECTION 1542 RIGHTS WAIVED.** Union understands and expressly agrees that the release set forth in this Agreement extends to all claims of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present or future, arising from or attributable to any incident or event relating to the Actions occurring in whole or in part on or before the Effective Date of this Agreement, and that any and all rights granted under Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. **ATTORNEYS’ FEES.** If any party to this Agreement initiates an action to enforce this Agreement, the prevailing party shall recover as costs any attorneys’ fees, costs and/or expenses actually incurred in such action. “Action” includes the University’s defense of any claim or lawsuit filed by Union based on legal claims that have been released and discharged under this Agreement. Such a defense will be considered an action initiated by the University to enforce this Agreement.
7. **ENTIRE AGREEMENT.** The Parties declare and represent that no promise, inducement or agreement not discussed in this document has been made between the Parties and that this document contains the entire expression of agreement between the Parties on the subjects addressed herein.
8. **COUNTERPARTS.** This Agreement may be executed in counterparts. A copy of the Agreement is as admissible as the original in any subsequent proceeding.


9. **NO PRECEDENT.** The Parties to this Agreement understand and agree that the execution of this document shall not be, and shall not be deemed or construed to be, a precedent or model for the resolution or settlement of any future charge, claim, grievance, complaint, or lawsuit resulting from the same, similar or different circumstances.
10. **MODIFICATIONS IN WRITING ONLY.** This document may not be modified except by written amendment, characterized as such, and signed by the Parties.
11. **CALIFORNIA LAW.** This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law.
12. **BINDING EFFECT.** This Agreement shall bind the heirs, personal representatives, successors, and assigns of each party and inure to the benefit of each party, its heirs, successors, and assigns.
13. **INTERPRETATION; CONSTRUCTION.** The paragraph headings contained in this Agreement are for convenience only and shall not be used when interpreting this Agreement. This Agreement has been drafted by legal counsel representing the University, but Union has fully participated in the negotiation of its terms. Union acknowledges that Union has had an opportunity to review and discuss each term of this Agreement with legal counsel. Therefore, when interpreting this Agreement, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed.
14. **SEVERABILITY.** Should it be determined by a court that any term of this Agreement is unenforceable or should any term of this Agreement be contrary to state or federal law or regulation, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.


FOR THE UNION

DATED 02/06/2025


Signed by:

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Tanzil Aziz Chowdhury
Union Representative
UAW Local 4811

FOR THE DEPARTMENT

DATED 02/05/2025

Signed by:

02416AB85AE941C...
Tsu-Jae Liu
Dean, College of Engineering

DATED 02/06/2025

DocuSigned by:

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Jennifer Chayes
Dean, College of Computing, Data Science and Society

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DATED 02/05/2025

DocuSigned by:

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Eugene Whitlock
Associate Vice Chancellor-Human Resources

ATTACHMENT A

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Attachment A**Settlement for classification grievances involving Undergraduates: BX-01-007-19 (EECS Academic Interns and Lab Assistants), BX-01-018-19 (Art of Writing Tutors), BX-01-020-19 (Chemistry Teacher-Scholars), BX-01-021-19 (IB and MCB UGSIs)**

- In order to assist in determining whether an undergraduate student's work falls outside the UAW 2865 bargaining unit, the University shall ensure all of the following factors exist for a student in a particular pedagogy course:
 - Enrolled in a course for course credit that meets regularly.
 - Only takes the course once, limited to one semester.
 - Pedagogy courses are subject to appropriate Senate approval processes.
 - Course requirements will be consistent with the level of academic rigor associated with each class. Opportunities to engage in teaching, grading, tutoring, etc. will not take over all expectations/duties as a student in the course and will be opportunities for learning, not substitution of paid duties.
 - There must be a specific syllabus and instructional content for the pedagogy course distinct from the course(s) in which the student performs instructional duties (for example, students must attend pedagogy classes in addition to the courses for which they perform instructional activities).
 - The student will complete academic assignments, such as writing papers, taking examinations, or completing portfolio projects assessed by the Instructor of Record. The student will receive a final evaluation or grade from the pedagogy course's Instructor of Record.
 - The course provides pedagogical benefits to the student that are described in the syllabus for the pedagogy course (a) as determined by the University's academic judgment; or (b) Determinations of the pedagogical benefit provided to students are not subject to grievance and arbitration.
 - The student will not have sole discretion over the assignment of grades, curriculum choices, content of assessments, or the facilitation of sections or labs for the course that they are assisting.
- If a pedagogy course does not meet the above factors, students performing instructional duties associated with a pedagogy course shall be considered UAW 2865 bargaining unit employees.
- UAW 2865 and UCB agree to form an advisory Labor-Management Committee as a pre-grievance measure for classification issues. This Committee could provide guidance on whether a student is appropriately classified prior to a grievance being filed. This committee shall be responsible for discussing implementation of this agreement to existing instructional activities that are the subject of the UAW grievances.
- The Union shall withdraw BX-01-007-19 (EECS Academic Interns and Lab Assistants), BX-01-018-19 (Art of Writing Tutors), BX-01-020-19 (Chemistry Teacher-Scholars), and BX-01-021-19 (IB and MCB UGSIs).

Proposed Settlement for classification grievances involving Graduate Students: BX-01-060-17 (Berkeley Connect) and BX-01-012-18 (Transfer Center)

The Union agrees to withdraw BX-01-060-17 and BX-01-012-18 on the understanding that Berkeley Connect Fellows and Berkeley Transfer Center Mentors shall not conduct UAW 2865 bargaining unit work, including any form of academic instruction, reading/grading, or tutoring. The parties agree that Berkeley Connect Fellows and Berkeley Transfer Center Mentors shall only provide non-instructional mentorship to undergraduates.

ATTACHMENT B

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uGSI Fee Remission and Staffing

Local Agreement

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**Local Agreement
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 local agreement.

A. General Considerations

- a. This local agreement 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 local 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. Local Agreement 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 agreement.
- 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

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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

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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;

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- 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 2 (UCS2) - 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.

UCS2s may, but must not be compelled to, deliver a limited number of lectures under the guidance and supervision of an instructor of record. UCS2s shall be appointed anywhere between and including 20% and 50% FTE in the Fall and Spring academic terms. UCS2s 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, UCS2s 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 UCS2s by 7.5%. On October 1st, 2024, the University shall increase the wages of UCS2s by an additional 7.5%.

I. Fee Remission

- a. UCS2s shall receive at minimum a partial fee remission based on FTE appointment percentage of the value of the full fee remission guaranteed under

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Article 11 – Fee Remission of the UAW 2865 Collective Bargaining Agreement as outlined in Table S1 below.

Table S1 – UCS2 Fee Remission Structure	
Appointment Percentage (% FTE)	Fee Remission Percentage
20%	40%
25%	50%
30%	60%
Above 30%	100%

- 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 UCS2 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% of the 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.

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- 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 Local Agreement's duration period, the Local Agreement's provisions shall remain in effect as status quo while the parties enter into negotiations on extending and/or modifying the Agreement.
- c. The parties agree that the provisions of this Local Agreement are not binding or precedent setting on any future agreements and that entering negotiations on modifying the Local Agreement include reopening of all sections of this Agreement.

For the University

For the Union

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Mara M. Otero
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Mara M. Otero

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John DeNero

Anil Adhikari
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Josh Hug

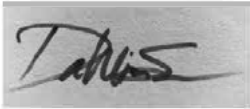
For the Union: Tentative Agreement 5/15/23



Gabriel Classon
EECS ASE and UAW 2865 Steward



Jalen Gooch
EECS ASE



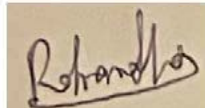
Dahlia Saba
EECS ASE



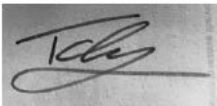
Angel Aldaco
EECS ASE and UAW 2865 Steward



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EECS ASE



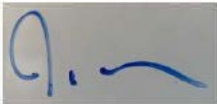
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