

## **Memorandum of Understanding (MOU)**

This Memorandum of Understanding (hereafter "Agreement") is entered into by and between the The Regents of the University of California, on behalf of the UNIVERSITY OF CALIFORNIA, BERKELEY campus (hereafter "University") (collectively referred to as the "parties") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 4811 (hereafter "UAW").

### **Background**

1. On May 7, 2024, a Memorandum of Understanding (MOU) was entered into by the University and UAW for the pre-work and post-work during Summer Session 2024. **(Attachment A).**
2. The parties recognize a continued need for pre-work and post-work for Summer Session 2025.

### **Terms of MOU**

#### **General Considerations**

1. This MOU applies only to Summer 2025 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 or the Local Agreement, except to the extent expressly set forth in this MOU.
2. 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 Session in EECS and DS for the duration of this MOU; 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 or claims outside of UC Berkeley. This MOU constitutes the entire understanding between the parties and supersedes any prior agreements or discussions related to this MOU.

#### **Appointments for Pre-Work and Post-Work**

3. ASEs in EECS and DSUS may be expected to complete pre-work and/or post-work prior to the start and/or after the end of the course dates during summer sessions.
4. ASEs who will be required to do "pre-work" and/or "post-work" will receive a notification/addendum after their summer appointment is finalized.
5. 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.

6. Some ASEs selected by EECS or DS shall be appointed pre-work and/or post-work that ranges from 4 hours to 20 hours per week.

### **Compensation**

7. ASEs who are assigned and complete pre-work and post-work shall be compensated at their Summer Session rate of pay.
8. These payments shall be issued as lump sum equivalent payments.
9. Off-cycle payments may be necessary for Summer Session and any agreed upon terms for payment with UAW shall apply.

### **Workload Management**

10. 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.
  - a. 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. (See Article 34.)
  - b. If the ASE cannot resolve the workload issue with their supervisor, the ASE shall elevate the issue to one of the following individuals corresponding to their department:
    - EECS - Josephine Williamson, Director of Operations ([youngran@eecs.berkeley.edu](mailto:youngran@eecs.berkeley.edu))
    - DSUS - Christina Teller, Executive Director ([cpteller@berkeley.edu](mailto:cpteller@berkeley.edu))
  - c. Section 11(b) does not modify an ASE's or the Union's rights under the Grievance and Arbitration Article of the CBA to bring or pursue a grievance.
11. In an effort to resolve any pre-work or post-work workload issues quickly, the parties shall meet on the following dates: June 12, June 26, August 21, and August 28.
  - a. By the close of business the day prior to each meeting:
    - i. EECS and DS will provide UAW with a list of any ASEs that have identified potential workload concerns.
    - ii. UAW will provide EECS and DS with a list of any ASEs that have identified potential workload concerns.
  - b. The parties agree that pre-work hours may be increased in order to account for increased workload. Such increases must be confirmed in writing by EECS or DS. Adjustments to hours may result in off-cycle payments.
  - c. These dates may be changed by mutual agreement.
12. 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:

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 is appointed to the pre-work period or post-work period or regularly taking on job duties outside of their job title is neither encouraged nor expected during the pre-work period or post-work period. -Additionally, such work 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. If you are unable to resolve the workload issue with your supervisor, please contact the representative for your department:

- EECS - Josephine Williamson, Director of Operations ([younggran@eecs.berkeley.edu](mailto:younggran@eecs.berkeley.edu))
- DSUS - Christina Teller, Executive Director ([cpteller@berkeley.edu](mailto:cpteller@berkeley.edu))

You may also contact your union representatives at [berkeley+eecds@uaw4811.org](mailto:berkeley+eecds@uaw4811.org).

13. 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.

### **Duration**

14. This MOU shall be in effect for the Summer Session of 2025.

15. Upon the expiration of this MOU, the parties may mutually agree in writing to extend the terms of this MOU. However, any changes to Article 27 (Summer Session) shall require the parties to renegotiate this MOU.

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**FOR THE UAW**

DATED: 04/16/2025

Signed by:

*Connor P. Jackson*

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Connor Jackson  
Representative, UAW, Local 4811

**FOR THE UNIVERSITY**

DATED: 04/16/2025

DocuSigned by:

*Tsu-Jae King Liu*

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Tsu-Jae Liu  
Dean, College of Engineering

DATED: 04/24/2025

DocuSigned by:

*Jennifer Chayes*

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

# **ATTACHMENT A**

**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+eecsds@uc-uaw.org](mailto:berkeley+eecsds@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*  
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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)