STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No: Date Filed: 05/06/2022

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES ☐ If so, Case No: NO ☒

1. CHARGING PARTY: EMPLOYEE ☐ EMPLOYEE ORGANIZATION ☑ EMPLOYER ☐ PUBLIC? ☐

   a. Full name: UAW Local 2865 and SRU-UAW (See Attachment "A")
   b. Mailing Address: 2730 Telegraph Avenue, Floor 1, Berkeley, CA 94705
   c. Telephone number: (510) 549-3863
   d. Name and title of agent to contact: Margo A. Feinberg, Attorney for Charging Parties
      Telephone number: (323) 655-4700
   e. Bargaining Unit(s) involved: Academic Student Employees (BX) and Graduate Student Researchers (BR)

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION ☐ EMPLOYER ☒

   a. Full name: Regents of the University of California
   b. Mailing Address: 1111 Franklin Street 8th Floor, Oakland, CA 94607
   c. Telephone number: (510) 987-9800
   d. Name and title of agent to contact: Nadine Fishel, Associate Director, Labor Rel.
      Telephone number: (510) 987-0403
   e. E-mail Address: margo@ssdslaw.com
      Telephone number: (323) 655-4488
      Fax No.: nadine.fishel@ucop.edu

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

   a. Full name: 
   b. Mailing address: 

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

   a. Full name: 
   b. Mailing Address: 
   c. Agent: 

5. GRIEVANCE PROCEDURE

1An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

PERB-61 (4/3/2020)
SEE REVERSE SIDE
Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes [x]  No [ ]  Unknown [ ]

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
☒ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
☐ Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA)
  (Pub. Utilities Code, § 99560 et seq.)
☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:

Gov. Code §§ 3567, 3570, and 3571(a)-(f)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (a copy of the applicable local rule(s) MUST be attached to the charge):

See Attachment "A"

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and not conclusions of law. A statement of the remedy sought must also be provided. (Use and attach additional sheets of paper if necessary.)

See Attachment "A"

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Margo A. Feinberg
(Type or Print Name)

/s/ Margo A. Feinberg
(Signature)

05/06/2022
(Date)
**STATE OF CALIFORNIA**  
**PUBLIC EMPLOYMENT RELATIONS BOARD**  
**UNFAIR PRACTICE CHARGE**

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**DO NOT WRITE IN THIS SPACE:**  
Case No:  
Date Filed:  

**INSTRUCTIONS:** File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at [www.perb.ca.gov](http://www.perb.ca.gov). If more space is needed for any item on this form, attach additional sheets and number items.

**IS THIS AN AMENDED CHARGE?**  
YES  
If so, Case No.  
NO **✓**  

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5. GRIEVANCE PROCEDURE
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a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
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   - Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
   - Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
   - Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
     Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles
     County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 et seq.).
   - Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 –
     71639.5)
   - Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et
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   Gov. Code §§ 3567, 3570, and 3571(a)-(f)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have
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d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known,
   the time and place of each instance of respondent’s conduct, and the name and capacity of each person involved.
   This must be a statement of the facts that support your claim and not conclusions of law. A statement of the remedy
   sought must also be provided. (Use and attach additional sheets of paper if necessary.)

   See Attachment "A"

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and
complete to the best of my knowledge and belief and that this declaration was executed on May 6, 2022
(Date)
at Berkeley, California
(City and State)

Margo A. Feinberg /s/Margo Feinberg
(Type or Print Name) (Signature)

Title, if any: Attorney for Charging Parties

Mailing address: Schwartz, Steinsapir, Dohrmann & Sommers LLP, 6300 Wilshire Boulevard, Suite 2000,
Los Angeles, California 90048

Telephone Number: (323) 655-4700 E-Mail Address: margo@ssdslaw.com

PERB-61 (02/2021)
ATTACHMENT “A” TO UNFAIR PRACTICE CHARGE

1. **Charging Party**

   **Full names:**
   - International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 2865
   - Student Researchers United-International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO

2. **Introduction and Summary of Charges**

   The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 2865 (“Local 2865”) is the exclusive representative for matters within the scope of representation for all employees of the Regents of the University of California (“the University” or “UC”) within the Academic Student Employee Unit (“ASE”) as certified by the Public Employment Relations Board (“PERB”) in petition number(s) SF-R-694-H and SF-R-830-H (Berkeley), SF-R-806-H (Davis), SF-R-834-H (Irvine), SF-R-813-H (Los Angeles), SF-R-831-H (Riverside), SF-R-828-H and SF-R-805-H (San Diego), SF-R-815-H (Santa Barbara), SF-R-829-H and SF-UM-741-H (Santa Cruz), and SF-UM-629-H (Merced).

   Student Researchers United-International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (“SRU-UAW”) is the exclusive representative for matters within the scope of representation for all employees of the University within the Graduate Student Researcher Unit (“SRU”) as certified by PERB in petition number SF-RR-1022-H.

   Local 2865 and the University are parties to a collective bargaining agreement covering the ASE unit, which has a term of August 23, 2018 to June 30, 2022. (A true and correct copy of the Local 2865/UC CBA is attached hereto as Exhibit 1) The parties commenced bargaining for a successor contract on March 3, 2022, following sunshine meetings on February 7 and 23, 2022.

   SRU-UAW and the University commenced bargaining for a first contract on April 15, 2022, following sunshine meetings on March 15 and 30, 2022.

   As detailed below, within the last six months, the University egregiously bypassed Local 2865 and SRU-UAW to directly deal with a student organization and enter into an “agreement” regarding financial support. Local 2865 and SRU-UAW were not given any notification of this “agreement” relating to the terms and conditions of employment for
bargaining unit members, let alone the opportunity to meet and confer before the University chose to announce to the University of California, Irvine (“UCI”) community its plans to unilaterally implement the agreement. Furthermore, the University’s announcement undermined Local 2865 and SRU-UAW and goes so far as to state that its decision to move toward these funding opportunities is “irrespective of any union contract.”

The University violated the Higher Education Employee-Employer Relations Act (“HEERA” or the “Act”), Sections 3567, 3570, and 3571(a)-(f) by:
- interfering with the rights of the employees to be represented by their duly elected representative;
- denying Local 2865 and SRU-UAW their rights under HEERA;
- refusing or failing to engage in meeting and conferring;
- interfering with and attempting to undermine the administration of Local 2865 and SRU-UAW;
- refusing and failing to bargain in good faith with Local 2865 and SRU-UAW over matters within the scope of representation;
- announcing unilateral changes to the wages, terms, and conditions of employment for ASEs and SRUs in their respective bargaining units;
- entering into an agreement to resolve issues relating to terms and conditions of employment without first providing Local 2865 and SRU-UAW notice of the issues or the proposed resolution, or provide the Unions with the opportunity to file a response; and
- bypassing the Unions and dealing directly and consulting with a student organization and/or other advisory groups regarding matters within the scope of representation for employees represented by Local 2865 and SRU-UAW.

3. Statement of Charges

A. The University, Local 2865, and SRU-UAW Began Bargaining in Early 2022

1. Local 2865

As background, on January 14, 2022, Local 2865 sunshined its initial bargaining demands to the University. (A true and correct copy of the January 14, 2022 Local 2865 Initial Bargaining Demands is attached hereto as Exhibit 2) These initial bargaining demands included: compensation to recruit and retain a diverse workforce, coverage of all tuition and fees, expanding job security by increasing appointment lengths and improving the transparency and efficiency of hiring processes, improving appointment security and lengths to match departmental educational and workforce needs, removing the burden and delays of appointment assignments, housing, and moving costs. (See Exhibit 2)
On April 7, 2022, Local 2865 passed a bargaining proposal to the University regarding Wages. (A true and correct copy of the April 7, 2022, UAW Proposal 1, Article 30, Wages, is attached hereto as Exhibit 3) It also passed a proposal to the University regarding Appointment Notification. (A true and correct copy of the April 7, 2022, UAW Proposal 1, Article 2, Appointment Notification, is attached hereto as Exhibit 4) The Appointment Notification proposal specifically addressed “50% Full Time Employment appointments, or equivalent funding or employment, for the duration of the normative time to degree from the time they begin the PhD program.” Also, “the University shall offer summer graduate employment or funding for three months to support engaging in scholarship and research.” (See Exhibit 4 at p. 1)

On April 19, 2022, the University passed Local 2865 its first proposal regarding Appointment Notification. (A true and correct copy of the April 19, 2022, UC Proposal 1, Article 2, Appointment Notification, is attached hereto as Exhibit 5)

2. SRU-UAW

On March 1, 2022, SRU-UAW sunshined its initial bargaining demands to the University. (A true and correct copy of the March 1, 2022 SRU-UAW Initial Bargaining Demands is attached hereto as Exhibit 6) The demands included wages, compensation, and benefits; appointments and job security; housing; and moving costs. (See Exhibit 6)

On April 15, 2022, the University passed a “Comprehensive Proposal” to SRU-UAW containing articles including appointment notification and wages. (A true and correct copy of the April 15, 2022 UC Comprehensive Proposal is attached hereto as Exhibit 7)

In or around the beginning of April, in preparation for its bargaining session with the University scheduled on April 29, 2022, in line with its sunshined demand regarding appointments, the SRU-UAW drafted a proposal regarding Appointment Notification, which specifically addressed “50% Full Time Employment appointments, or equivalent funding or employment, for the duration of the normative time to degree from the time they begin the PhD program.” (A true and correct copy of SRU-UAW Article XX, Appointment Notification, is attached hereto as Exhibit 8 at p. 1) Also, it included, “the University shall offer summer graduate employment or funding for three months to support engaging in scholarship and research.” (See Exhibit 8 at p. 1)

B. The University Bypasses Local 2865 and SRU-UAW and Announces to the UCI Community that It Has Entered into a Financial Support Framework “Agreement” Advocated for by Associated Graduate Students
On April 25, 2022, without prior notice or discussion with Local 2865 or SRU-UAW, the University sent the following mass email to “All UCI Academics, All UCI Staff, [and] all-Graduate Students,” with the subject line, “Updated Framework for Ph.D. and MFA Financial Support”:

Dear UCI Community,

We are excited to share a new framework that offers a stable approach and commitment to Ph.D. and MFA funding. *Following a series of discussions over the past year, we have reached an agreement* that will work toward ensuring year-round financial support for all Ph.D. and MFA students within normative time to degree up to six years.

**Key Points:**

• **Guaranteed Funding Implementation** – Because this is a large investment, this framework will be phased in over a series of incoming cohorts. While this is a huge step toward meeting the needs of our graduate students, the framework will not have an impact for everyone at this time. However, because of our students’ hard work and advocacy, this serves as the first of more substantial funding changes in the future. We will continue to work to increase support for our graduate students.

• **Summer Support** – *UCI’s move towards universal summer funding is independent and irrespective of any union contract.* While some departments already offer summer funding, we want to ensure that all of our Ph.D. and MFA students have this support.

**Details for Ph.D. and MFA Students:**

• For cohorts entering in Fall 2023 forward, Ph.D. and MFA students will be guaranteed support at a minimum level of .5 FTE [full-time equivalent] ASE [Academic Student Employee appointment] for Ph.D. and .25 FTE for MFA during the academic year for normative time to degree up to six years.

• For cohorts entering in Fall 2024 forward, Ph.D. and MFA students unable to secure substantial outside employment in the summer will be supported with limited summer funding. Schools will phase in summer funding levels to match academic year funding by Summer 2026.

• For cohorts entering in Fall 2025 forward, students will receive a fellowship of at least $2,000 within the first week of entering a Ph.D. or
MFA program to help with housing, moving, equipment, or other expenses related to transition into graduate study.

We recognize that guaranteed funding is essential to graduate student success and would like to acknowledge the advocacy of Associated Graduate Students leadership in continually raising issues related to student support. We look forward to implementing this new framework.

Sincerely,

Hal Stern  
Provost and Executive Vice Chancellor  
Chancellor’s Professor, Department of Statistics

Gillian R. Hayes  
Vice Provost, Graduate Education  
Dean, Graduate Division  
Robert A. and Barbara L. Kleist Chair in Informatics

(Bolding in original, italics added; a true and correct copy of the April 25, 2022 E-mail [“Financial Framework Agreement”] is attached hereto as Exhibit 9a) In or around the same time, the same message was publicly posted on the UCI, Office of the Provost and Executive Vice Chancellor website. (A true and correct copy of the website posting https://provost.uci.edu/2022/04/25/updated-framework-for-ph-d-and-mfa-financial-support/ is attached hereto as Exhibit 9b [note, however, the change from “.5 FTE ASE” to “.5 FTE TA”])

It is unclear who the University has supposedly “reached an agreement” with, given that neither Local 2865 nor SRU-UAW, the exclusive representatives, had any knowledge about the Financial Framework Agreement prior to its mass distribution to the UCI Community.

This new framework for financial support announced by the University includes changes to the terms and conditions of employment of ASEs and SRUs within the scope of Local 2865 and SRU-UAW’s representation and UC’s duty to bargain with these Unions. Specifically, these changes involve the University providing minimum .5 FTE ASE/TA appointment guarantees for PhDs and .25 FTE appointment guarantees for MFAs; a plan for summer funding levels to match academic year funding; and at least $2,000 to help with housing, moving, equipment, or other expenses.

These changes relate directly to the mandatory subjects of bargaining over which both Local 2865 and SRU-UAW had requested bargaining in the months preceding the University’s announcement.
On or before April 25, 2022, the University reached a firm decision to implement the changes described in the Financial Support Framework Agreement that was emailed out to the UCI Community on that date. The University failed to give Local 2865 and SRU-UAW reasonable advance notice or an opportunity to bargain over these changes to mandatory subjects of bargaining before the final decision and announcement was made to the public.

More than 80% of all PhD students at UCI are employed in any given quarter as a Teaching Assistant or Student Researcher. Those who are not employed in one quarter are usually employed in another. Thus, the University’s Financial Framework Agreement, though phrased as about PhD candidates, impacts the 3,365 PhD candidates in their status as Local 2865 or SRU-UAW unit members. The smaller number of MFA candidates at UCI (approximately 375) are also employed in one of the units throughout their academic career. The Financial Framework Agreement is not limited to one quarter but to at least the next four years and intended to impact the graduate students in their capacity as employees, as evidenced by the reference to .5 FTE ASE/TA status.

Despite the fact that a significant majority, if not, all of the recipients of the University’s April 25th Financial Framework Agreement are exclusively represented by Local 2865 or SRU-UAW for all matters within the scope of representation, at no point did the University meet and confer with either Local 2865 or SRU-UAW regarding this Financial Framework Agreement. The first notification that Local 2865 and SRU-UAW received about it was through its own members after the University had already unilaterally made the Financial Framework Agreement and distributed it to the UCI community. The University never provided Local 2865 and SRU-UAW with a copy of the Financial Framework Agreement or gave them any opportunity to respond prior to its distribution.

The University failed to meet and confer with the Unions regarding this Financial Framework Agreement even though it had been meeting with Local 2865 and SRU-UAW for the very purpose of bargaining over terms and conditions of employment such as the ones described in the University’s Financial Framework Agreement. Indeed, the topics discussed in the correspondence were terms and conditions of employment and within the scope of representation.

The University’s Financial Framework Agreement states, “Following a series of discussions over the past year, we have reached an agreement that will work toward ensuring year-round financial support for all Ph.D. and MFA students within normative time to degree up to six years.” The University excluded Local 2865 and SRU-UAW from this “series of discussions over the past year” and did not give the exclusive representatives the opportunity to participate. Rather, it appears that the University engaged in these year-long discussions
regarding wages, compensation, and other terms and conditions of employment for represented individuals with the Associated Graduate Students, indeed acknowledging the group at the end of its Financial Framework Agreement pronouncement.

Associated Graduate Students is the graduate student government association at UCI. (See https://www.ags.uci.edu/contact-us/faq/) It is not an exclusive representative, as defined under HEERA in Government Code section 3562(i), of the higher education employees who were the recipients of the University’s Financial Framework Agreement.

The Unions have repeatedly requested to bargain with the University over the mandatory subjects of bargaining that are implicated by the Financial Framework Agreement, including appointments, summer funding, and compensation for housing and moving expenses for ASEs and SRUs.

Instead of bargaining in good faith with Local 2865 and SRU-UAW prior to reaching the decision to implement the changes, the University announced and disseminated the Financial Framework Agreement via posting and an email directly to individual ASEs and SRUs. Further, instead of bargaining in good faith with Local 2865 and SRU-UAW over the mandatory subjects of bargaining at issue, the University publicly sought to bypass the Unions and deal instead with Associated Graduate Students. Indeed, the communication denigrated Local 2865 and SRU-UAW by stating that its decision to move toward these funding opportunities is “irrespective of any union contract,” thereby attempting to undermine the Unions and sever their role in bargaining the compensation and appointments of their own unit members.

C. Conclusion

In summary, by the conduct described above, the University has violated HEERA sections 3567, 3570, and 3571(a)-(f).

Therefore, Local 2865 and SRU-UAW requests that PERB issue an unfair practice complaint and seeks an order requiring the University to cease and desist from:

1. Unilaterally changing the terms and conditions of employment for ASEs and SRUs;
2. Bypassing Local 2865 and SRU-UAW and dealing directly with unit employees and/or non-exclusive representative organizations regarding matters within the scope of bargaining;
3. Refusing or failing to meet and confer and bargain in good faith with Local 2865 and SRU-UAW;
4. Interfering with employees’ right to be represented by the employee organization recognized or certified as their exclusive representative;
(5) Interfering with the right of Local 2865 and SRU-UAW, as the exclusive representative, to represent employees; and
(6) Communicating the Financial Framework Agreement, or its terms, to current or prospective employees.

We request PERB immediately send notice via email to all ASEs and SRUs in the bargaining unit of the Board’s decision indicating the University’s violations of the law and PERB’s remedial order, in addition to physically posting the same at UCI.
EXHIBIT 1
AGREEMENT BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO

ACADEMIC STUDENT EMPLOYEES UNIT
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ARTICLE 1
RECOGNITION

A. The University hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 2865 as the exclusive representative for matters within the scope of representation for all employees within the Academic Student Employee Unit as certified by the Public Employment Relations Board (PERB) in petition number(s) SF-R-694-H and SF-R-830-H (Berkeley), SF-R-806-H (Davis), SF-R-834-H (Irvine), SF-R-813-H (Los Angeles), SF-R-831-H (Riverside), SF-R-828-H and SF-R-805-H (San Diego), SF-R-815-H (Santa Barbara), SF-R-829-H and SF-UM-741-H (Santa Cruz), and SF-UM-629-H (Merced) including the following titles:

Berkeley
Acting Instructor – Graduate Student 2550, 2551
Associate In 1506, 1507, 1511
Community Teaching Fellow 2305, 2306
Nursery School Assistant 2286, 2287
Reader 2500, 2850, 2851
Teaching Assistant 2310, 2311
Tutor 2510, 2511, 2512

Davis
Associate In 1501, 1506, 1507, 1511
Community Teaching Fellow 2300, 2301, 2305, 2306
Reader 2500, 2850, 2851
Remedial Tutor 2280, 2288, 2289, 2290
Teaching Assistant 2310, 2311
Tutor 2510, 2511, 2512

Irvine
Associate In 1501, 1502, 1506, 1507, 1511, 1512
Reader 2500, 2850, 2851
Teaching Assistant 2310, 2311
Teaching Fellow 2300, 2301
Tutor 2510, 2511, 2512

Los Angeles
Associate In 1501, 1506
Reader 2850
Remedial Tutor 2288
Special Reader 2852, 2853
Teaching Assistant 2310
Teaching Fellow 2300
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<tr>
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<tr>
<td><strong>Riverside</strong></td>
<td>Associate In</td>
<td>1501, 1502, 1506, 1507, 1511, 1512</td>
</tr>
<tr>
<td>Reader</td>
<td></td>
<td>2500, 2850, 2851</td>
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<tr>
<td>Remedial Tutor</td>
<td></td>
<td>2280, 2288, 2289, 2290</td>
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<tr>
<td>Teaching Assistant</td>
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<td>2310, 2311</td>
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<tr>
<td>Teaching Fellow</td>
<td></td>
<td>2300, 2301</td>
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<tr>
<td>Tutor</td>
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<tr>
<td><strong>San Diego</strong></td>
<td>Associate In (In lieu of Teaching Assistant)</td>
<td>1501, 1506, 1507, 1511</td>
</tr>
<tr>
<td>Reader</td>
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<tr>
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<tr>
<td>Tutor</td>
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<tr>
<td><strong>Santa Barbara</strong></td>
<td>Associate In</td>
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<td>Reader</td>
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<tr>
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<td><strong>Santa Cruz</strong></td>
<td>Associate In</td>
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<tr>
<td><strong>Merced</strong></td>
<td>Acting Instructor</td>
<td>2550, 2551</td>
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<td>Associate In</td>
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<td></td>
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<tr>
<td>Teaching Assistant</td>
<td>2310, 2311</td>
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<tr>
<td>Teaching Fellow</td>
<td>2300, 2301</td>
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<tr>
<td>Remedial Tutor</td>
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<tr>
<td>Tutor</td>
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<td>2510, 2860, 2861</td>
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<tr>
<td>Reader</td>
<td></td>
<td>2500, 2850, 2851</td>
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**B.** The recognized unit may be modified by agreement of the parties pursuant to the rule and regulations of the Public Employment Relations Board.
ARTICLE 2
APPOINTMENT NOTIFICATION

A. WRITTEN NOTIFICATION

1. Teaching Assistant, Associate In, Special Reader, Acting Instructor – Graduate Student and Teaching Fellow

   a. TIMING OF NOTICE

   1. The University shall issue written notices of appointment in the Spring quarter/semester or as soon as practicable after hiring decisions are made, the University shall provide a written notice of appointment (e.g., letter or e-mail) to individuals offered an ASE appointment. No later than April 1 of each year, the University shall send notice to hiring departments reminding them of their obligations under this paragraph.

   2. The University recognizes year long appointments provide job security for academic student employees. When practicable, the University shall offer year long appointments; however, nothing in this article obligates the University to do so when not practicable.

   3. Should positions become available after the commencement of the academic year, written notices of appointment shall be issued no less than thirty (30) days before the start of the appointment.

   4. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

   b. FORM AND CONTENT

   Written notices of appointment shall be sent by email and may also be sent by U.S. mail, campus mail, or hand delivery, and will include the following:

   1. the applicable appointment title,
   2. appointment percentage (or range of hours),
   3. effective dates,
   4. salary/wages,
   5. health and other applicable benefits or deductions,
6. hiring unit,
7. hiring unit contact,
8. response requirements,
9. a statement that the position is covered by the collective bargaining agreement between the parties,
10. a statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the applicable process,
11. a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,
12. a reference to Article 4 - Childcare and a link to childcare reimbursement information and eligibility,
13. the time and place of any applicable new ASE orientations,
14. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),
15. the contract website address,
16. a link to the UAW 2865 website and,
17. a statement that the ASE may contact the UAW for assistance.

c. SUPPLEMENTAL DOCUMENTATION

1. TIMING

a. At least thirty (30) days prior to the beginning of the term, the University will provide to Teaching Assistants, Associates In, Special Readers and Teaching Fellows supplemental documentation in accordance with Article 2.A.1.c.2.

b. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive supplemental documentation (Appendix C and other relevant documents) no less than thirty (30) days before the start of the assignment.

c. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.
2. FORM AND CONTENT OF SUPPLEMENTAL DOCUMENTATION

Supplemental documentation shall set forth the following:

a. a description of required duties (Appendix C and other relevant documents);

b. faculty member or supervisor to whom the individual will report;

c. the location where the work will be performed if known;

d. the class assigned if applicable;

e. description of the required duties;

f. departmental policy on class, section and/or lab size where it exists; and

g. it may include estimated time for effective completion of each duty.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

2. Reader, Remedial Tutor and Tutor

a. TIMING OF NOTICE

1. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive written notification of the appointment (e.g., letter or email)-no less than thirty (30) days before the start of the assignment.

2. In cases in which a position becomes available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

b. FORM AND CONTENT

Written notices of appointment shall be sent by email and may also be sent by U.S. mail, campus mail, or hand delivery, and will include the following:

1. the applicable appointment title,

2. appointment percentage (or range of hours),

3. effective dates,

4. salary/wages,

5. health and other applicable benefits or deductions,
6. hiring unit,
7. hiring unit contact,
8. response requirements,-
9. a statement that the position is covered by the collective bargaining agreement between the parties,
10. A statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the application process,
11. a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,
12. a reference to Article 4 - Childcare and a link to childcare reimbursement information and eligibility,
13. the time and place of any applicable new ASE orientations,
14. the contract website address,
15. a link to the UAW 2865 website,
16. a statement that the ASE may contact the UAW for assistance
17. the faculty member or supervisor to whom the individual will report if known,
18. the location where the work will be performed if known,
19. the class assigned if applicable,
20. the departmental reader/tutor pay formula,
21. description of required duties (Appendix C and other relevant documents),
22. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),
23. it may include estimated time for effective completion of each duty.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

B. NOTIFICATION OF CHANGES

When an ASE perceives the ASE may exceed the daily, weekly or term (quarter or semester) maximum number of hours in the ASE’s appointment, the ASE shall communicate this fact to the faculty supervisor. If an ASE is going to exceed the
daily, weekly or term maximum number of hours of the ASE’s appointment, the University shall either:

1. Increase the ASE’s appointment percentage to be consistent with the number of hours the ASE will work and/or

2. Modify the ASE’s work assignment such that the number of hours worked will be consistent with the ASE’s appointment percentage and workload limits.

Any changes pursuant to Subsections C.1 and C.2 above shall be communicated to the ASE in writing.

C. FAILURE TO RESPOND

The University may consider an individual who fails to respond, as required in the notice, to have rejected the appointment.

ARTICLE 3
APPOINTMENT SECURITY

A. ASEs’ appointment will be specified in the appointment notification.

B. If an individual receives and accepts appointments to (an) ASE position(s) for one or more term (i.e., quarter or semester) in an academic year, and the position offered and accepted is no longer available, the University will ensure that the individual:

1. is placed in an appointment at the classification and equivalent compensation level offered and accepted or

2. receives equivalent compensation in lieu of the position for the term at the level offered.

C. Failure to accept an offer in its entirety, and subject to all conditions, nullifies the offer in its entirety. However, after accepting an offer a Teaching Assistant, Acting Instructor-Graduate Student, Special Reader, Teaching Fellow or Associate In may turn down one or more terms of employment without forfeiting the provisions in this article for the following reasons: the employee's serious health condition as defined by the Family and Medical Leave Act (FMLA), to accept a extramural fellowship, or another reason granted by the University.

D. An individual who has accepted (an) ASE position(s) for one or more terms who becomes academically ineligible may be removed without pay from or returned to
said appointment as set forth below.

1. Within the first five (5) weeks of an academic term, the University may, at its sole discretion, remove an ASE who has become academically ineligible.

2. When an ASE has regained academic eligibility, the University will determine in its sole discretion whether or not to reinstate the ASE. Said reinstatement, if any, will be at the level of employment held prior to removal.

ARTICLE 4
CHILDCARE

A. PARTICIPATION IN CAMPUS CHILDCARE PROGRAMS

ASEs shall be eligible to participate in a campus childcare program, if any, including subsidies and other financial assistance, in accordance with the provisions of each location’s childcare program. Each location shall post information regarding its childcare program on the web.

B. SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM

1. Academic Year
   a. Upon ratification of the contract, each eligible ASE shall receive up to $1100 per quarter or $1650 per semester for expenses incurred during the ASE’s appointment period in the regular academic year. The campus childcare program will define reimbursable expenses and related procedures.
   b. An eligible ASE is a registered student with at least a 25% ASE appointment who has (a) qualified dependent(s). For the purposes of this program, qualified dependents shall include children, in the custody of the ASE, who are age 12 or under on July 1st.
   c. The University shall post the system wide childcare enrollment form on-line.

2. Summer Session
   a. For Summer Session, each eligible ASE shall receive up to a total of $1100.00 for the Summer Session(s) for expenses incurred during the ASE’s summer appointment(s). The program will define reimbursable expenses and related procedures.
   b. An eligible ASE is a registered student during the academic year
terms preceding and succeeding the Summer Session for which the reimbursement is requested, has at least a 25% ASE appointment for the term of the appointment(s), and has (a) qualified dependent(s). For the purposes of this program, qualified dependents shall include children, in the custody of the ASE, who are age 12 or under on July 1st.

c. The University shall post the system wide childcare enrollment form on-line.

C. DEPCARE PARTICIPATION

All ASEs shall be entitled to participate in the UC Dependent Care Reimbursement Program. The terms of this plan shall be determined by UC in accordance with Internal Revenue Service regulations.

ARTICLE 5
CLASSIFICATIONS

A. Maintain the status quo at each campus.

ARTICLE 6
DEFINED CONTRIBUTION AND UNIVERSITY RETIREMENT PLAN(S)

A. ASEs shall continue to be eligible for DCP and UC retirement plan(s) coverage in accordance with the UC plan requirements.

B. Eligible ASEs participate in DCP and other retirement system plans to the same extent as other eligible non-represented academic employees.

C. UCRP employee contributions, will apply to eligible ASEs in the same manner as they apply to other represented academic employees at the same campus.

D. ASEs shall be responsible for all fees associated with the administration of the University Retirement Savings Program in the same manner as they apply to other represented academic employees at the same campus. Should the University change the methodology by which the fees are imposed, the University shall provide a thirty (30) day notice and engage in a meet and confer process over the effect of the change in methodology.
ARTICLE 7
DEFINITIONS

A. An “Academic Student Employee” (ASE) is an individual employed in a bargaining unit title. Bargaining unit titles are listed in Article 1, Recognition.

B. “Sole discretion” means the non-grievable, non-arbitrable authority of the University of California.

ARTICLE 8
DISCIPLINE AND DISMISSAL

A. The University may discipline or dismiss an ASE for just cause. "Discipline" includes: a written warning, suspension without pay, or dismissal. An oral warning may be included in a grievance if it is subsequently used for evidence or to justify the extent of the penalty in a disciplinary matter. An individual who is no longer employed in the bargaining unit may file a grievance pursuant to Article 12, Grievance and Arbitration, concerning the placement of a written warning placed in the ASE’s employment file pursuant to this article within 30 days from the date the ASE knew or should have known that a written warning was placed in their employment file.

B. WRITTEN NOTICE OF INTENT

1. The University shall provide written notice of intent, as described in Section B.2 for the following actions: suspension without pay or dismissal.

2. Issuance and Content
   a. Issuance

   Written notice of intent shall be given to the affected ASE in the unit, either by delivery of the notice to the ASE in person, or official University e-mail address, or by placing the notice of intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the ASE at the last known home address of the ASE, with a copy by campus mail to the campus office address of the ASE. It shall be the responsibility of the ASE to inform the designated University office in writing of their current home address and of any change in such address, and the information so provided shall constitute "the ASE's last known home address." Whether delivery is made in person or by mail, the notice of intent shall contain a statement of delivery or mailing indicating the date on which the notice of intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be presumed to be the date of issuance of the notice of intent. A copy of the notice of
intent shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

b. Content

The notice shall:

1) inform the ASE of the disciplinary or dismissal action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;

2) inform the ASE of the right to respond and to whom to respond within the applicable time limit in accordance with Section C; and

3) inform the ASE of the right to representation by a representative of their choice.

C. RESPONSE TO WRITTEN NOTICE OF INTENT

The ASE or the ASE’s representative shall have the right to respond either orally or in writing within ten (10) calendar days from the issuance of the written notice of intent. If the notice is mailed to the ASE, the ASE may respond within fifteen (15) calendar days from the date of issuance.

D. WRITTEN NOTICE OF ACTION OR PROPOSED ACTION

After review of a timely response, if any, the University shall notify the ASE of any action to be taken and its effective date, as well as the rights set out under Article 12, Grievance and Arbitration. Such action may not include discipline more severe than that included in the written notice of intent; however, the University may reduce such discipline without the issuance of a further written notice of intent. A copy of the notice shall be sent to the UAW via e-mail or US Postal Service. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

E. INVESTIGATORY LEAVE

The University may place an ASE on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the ASE from all work duties and/or require removing the ASE from the premises. Investigatory leave shall not be considered a form of corrective action. The University will immediately provide the ASE and the ASE’s representative with
written confirmation of the terms and reasons for the investigatory leave.

ARTICLE 9
EMERGENCY LAYOFF

A. An emergency layoff is the suspension of an appointment to which an ASE has been assigned or is working, due to acts of nature or forces outside of the University’s control to which the University must immediately respond.

B. The parties agree that the University may, but shall not be required, to pay ASEs during periods of emergency layoff.

ARTICLE 10
EMPLOYMENT FILE(S) AND EVALUATIONS

A. EMPLOYMENT FILES

“Employment file” shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) pertaining to an ASE’s employment in the bargaining unit. Materials related exclusively to ASE coursework shall not be considered part of the employment file.

1. The University shall designate the location where ASEs or their designated representatives may obtain access to the ASE’s employment file(s).

2. ASEs will be notified that employment files are established and maintained for ASEs and new material may be added periodically during the term of their employment. The University shall notify the ASE in writing (via letter or email) of the new material as soon as practicable, but no later than thirty (30) days following the end of the term.

3. An ASE may authorize representatives to review their employment file(s). The authorization shall be valid for the period designated by the individual or, if no time period is designated, for up to one calendar year from the date of authorization. The designee shall have access to all employment information in the file(s).

4. The University shall provide an ASE or their representatives access to or a copy of the ASE's employment file(s) as soon as practicable, but no later than thirty (30) calendar days, following the University’s receipt of a written request. One copy of employment file(s) material shall be free; subsequent copies shall be ten (10) cents per page.

5. If an ASE disagrees with evaluative material in their file(s), they may append
material to the file(s). If an individual is no longer employed when the evaluative material is placed into the file, the ASE has 30 days from the date the ASE reviewed their file(s) or knew or reasonably should have known that it was placed into the file to append material to the file.

6. If an employment file contains factual non-evaluative information that is incorrect the ASE may request correction of the file(s) within 30 calendar days of discovery. If an ASE is no longer employed when the factual non-evaluative information is placed into the file, they have 30 days from the date the ASE reviewed their file(s) or knew or reasonably should have known that it was placed into the file to request correction.

7. Records involving the processing of a grievance, such as grievance/appeals, UC grievance responses, and settlement documents shall not be placed in the ASE's employment file(s).

B. EMPLOYMENT EVALUATIONS

1. “Employment evaluation” is the faculty member or supervisor's written assessment(s) of an ASE's employment performance, excluding evaluations of courses.

2. The employing department or hiring unit shall communicate evaluation criteria and procedures for written employment evaluations, if any, to employees and the UAW any time upon request.

ARTICLE 11
FEE REMISSION

A. ELIGIBILITY

An ASE who is a registered graduate student with (an) ASE appointment(s) or other eligible academic appointment(s) totaling 25% or more of full-time for a given term is eligible to participate in the University’s Partial Fee Remission Program for Tuition and the Student Services Fee.

An ASE who is a registered undergraduate student appointed in Teaching Assistant title codes TC 2310 or TC 2311 with an appointment totaling 25% or more of full-time for a given term is eligible to participate in the University’s Partial Fee Remission Program for Tuition and the Student Services Fee.

An ASE is eligible to receive only one Partial Fee Remission per term.

B. PARTIAL FEE REMISSION
For those ASEs eligible for a Partial Fee Remission, the University will provide:

1. a Partial Fee Remission of 100% of Tuition and the Student Services Fee;

2. a Partial Fee Remission of $100 per quarter or $150 per semester to partially cover campus fees. This provision shall be effective with the academic term beginning January 2019.

C. FEE EQUIVALENCY FOR ASEs ENROLLED IN SELF-SUPPORTING PROGRAMS

An ASE who is a registered graduate student with (an) ASE appointment(s) totaling 25% or more, who is enrolled in a self-supporting graduate degree program and is employed by either a UC self-supporting program or a UC state-supported graduate program, shall be eligible to receive a partial fee remission equivalent in dollar amount to what an eligible ASE enrolled in a UC state-supported program would receive for tuition and student services fee, as a result of the qualifying appointment. In no case will that remission exceed the total charges paid by the ASE to the self-supporting program. Self-supporting graduate degree programs that are subject to this provision are only those programs which have an approved self-supporting fee or charge approved in writing by the UC President.

ARTICLE 12
GRIEVANCE AND ARBITRATION

A. GENERAL PROVISIONS

A grievance is a claim by an individual ASE, a group of ASEs, or the UAW, that the University has violated a specific provision of this agreement during the term of this agreement. A grievant may be represented at all stages of the grievance and arbitration procedures.

B. Only the UAW has standing to file a grievance on the following:

1. A campus’ failure to establish a campus-wide web site that lists the ASE positions anticipated by the date agreed to in Article 22, Posting.

2. A campus’ failure to provide ASE lists in accordance with Article 28, Union Access and Rights, and Article 29, Union Security.

3. “Locking out” employees in accordance with Article 19, No Strikes.

4. Failure to provide the necessary information to the mailing house as set forth in Article 29, Union Security.
C. **FILING GRIEVANCES**

1. All grievances must be filed with the campus labor relations office at the campus that employs the grievant and within the time frames specified in this Article. Grievances must be filed on the form agreed to by the parties in Appendix A.

2. The grievance form must be signed and dated by the employee(s) or the employee’s representative upon submission to the University. Union grievances must be signed by UAW’s representative.

3. **Proper Filings – Initial Grievances, Responses and Appeals**

   Grievances, responses and appeals must be filed by hand, email or by U.S Mail at the campus labor relations office in accordance with the procedures and timelines below:

   a) U.S. Mail – the date of filing shall be the U.S. Postal Service postmark.

   b) Hand Delivery – the date of filing shall be the date of hand delivery.

   c) Electronic – the date of filing shall be the date received as indicated on the University’s email server. The grievance initiation/appeal form must be in a PDF format attachment.

   d) If a filing is received after 5 pm, the first following business day will be deemed the filing date.

   e) Deadlines that fall on a day that is not a regular business day will automatically be extended to the next regular business day.

   f) The grievance shall be filed on the form as provided in Appendix A. A grievance may be considered ineligible for processing unless it contains the following:

      I. A specific description of the dispute;
      II. The facts giving rise to the dispute;
      III. A listing of the article and section violated;
      IV. A statement as to how the article and section were violated;
      V. The date(s) of the violation;
      VI. Requested remedy.

   g) Receipt of the grievance shall be acknowledged in writing by the University as soon as practicable following receipt, and shall be sent to the address or email listed on the grievance form.
h) The timelines and meetings for the processing of grievances shall be in accordance with the steps addressed below:

D. GRIEVANCE STEPS

1. Step 1 (Optional)

The grievant may discuss the grievance with their immediate supervisor in a timely manner. Informal resolutions, although final shall not be precedential nor inconsistent with this agreement.

   a. If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below.

   b. Attempts at informal resolution (including grievances that alleged violation of harassment or discrimination) do not extend the thirty (30) calendar day time limit to file at Step 2.

2. Step 2

A grievant may file a written grievance as set forth below.

   a. A written grievance must be filed with the campus labor relations office using the grievance form agreed to by the parties (Appendix A) within thirty (30) calendar days from the date on which either the ASE or the UAW knew or could have been expected to know of the event or action which gave rise to the grievance or within thirty (30) calendar days after the date of separation from University employment of the ASE in the unit, whichever occurs first.

   b. If the UAW requested a meeting on the grievance form, or if the University requests a meeting, the campus labor relations office shall convene a meeting with the grievant(s) and the grievant’s representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the Step 2 grievance filing. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.

   c. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 grievance filing if it is agreed that no meeting will be held. If the University does not respond within the time limit, the procedures below will apply.

3. Step 3

   (a) If the grievance has not been resolved at Step 2, the grievant and/or
the UAW may file an appeal in writing to the campus labor relations office. Such appeal must be filed within fifteen (15) calendar days after the issuance of the University’s Step 2 response.

(b) If either party requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 3 review.

(c) The parties shall be able to bring individuals to the meeting who have relevant information to present regarding the grievance.

(d) If no Step 3 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant’s representative within 15 calendar days following the date of the receipt of the request for a Step 3 review. If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within 15 calendar days following the meeting.

E. Failure by the UAW to comply with the time limits set forth herein shall render the grievance ineligible for further processing.

F. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

G. The parties may mutually agree at any time prior to arbitration, to engage in grievance mediation and request a state mediator in order to resolve cases prior to a hearing. However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall supplant the grievance process timelines from continuing, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties.

H. EXTENSION OF TIME LIMITS

With the exception of the 30-day Step 2 grievance filing deadline, the time limits set forth in this Article may be extended only by written agreement of the parties. Except that, each party shall be entitled to one (1) seven (7) calendar day extension upon request, once, at either Step 2 (after timely grievance filing) or Step 3.

I. RELEASE TIME FOR GRIEVANCE/ARBITRATION FOR THE ASE GRIEVANT AND ASE REPRESENTATIVE

The parties will endeavor to schedule grievance meetings that do not conflict with bargaining unit assignments of the grievant or the grievant’s representative which cannot be rescheduled. If a grievance meeting called by the University occurs when the grievant or the grievant’s representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved
scheduling conflicts shall be eligible to receive leave with pay for the period of
the assignments which cannot be rescheduled, provided the request for such
leave is made at least five (5) calendar days in advance of the meeting. Leave
requests shall be made either before or at the time dates and times for the
meeting are being considered, whereupon the meeting will be scheduled to
provide for the five (5) calendar day request period.

J. APPEAL TO ARBITRATION

1. Content

An appeal to arbitration may be made only by the UAW and only after the
timely exhaustion of the grievance procedure. The written appeal to arbitration
must be received by the Office of the President, with a copy to the campus
labor relations office of origin, within forty-five (45) calendar days of the date
of issuance of the final University decision to the UAW. The written appeal
must be signed by an authorized representative of the UAW and must
include:

a. The name and address of the UAW representative who is
   responsible for the appeal to arbitration and to whom all
   correspondence relating to the arbitration is to be sent;

b. a copy of the completed grievance form; and a statement setting
   forth the unresolved issue(s), the articles of the agreement
   alleged to have been violated, and the remedy requested.

c. If a grievance is not appealed to arbitration, the University’s Step
   3 response shall be final.

2. Procedure

An appeal to arbitration may be made in the following ways:

a. Hand Delivery: When hand delivered, proof of service must accompany
   the appeal to arbitration. The date of receipt will be used to determine
   the date of the appeal for hand-delivered appeals.

b. United States Mail: When mailed, the appeal must arrive in an envelope
   with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark
   will be used to determine the date of receipt for mailed appeals.

c. Email to AppealAGrievance@ucop.edu:
   i. Email submissions must include PDFs of all documents,
      information and signatures necessary to be in compliance with
      the Arbitration provisions of this Agreement.
   ii. The ‘date of filing’ for emailed Appeals to Arbitration shall be the

date received on the University server, provided that the appeal is received during business hours. If an appeal to Arbitration is received outside of normal business hours, the following business day will be deemed the filing date of the Appeal to Arbitration.

iii. The University shall acknowledge receipt of the UAW’s Appeal to Arbitration through a computer-generated, automatic email response.

K. ARBITRATOR SELECTION

The University shall issue notice to the UAW stating whether the Office of the President will retain or remand the case. The UAW representative shall contact either the Office of the President or the campus designee, per the notice, within thirty (30) calendar days of the appeal to arbitration in order to select an arbitrator from the panel set forth in Appendix B. The arbitrator shall be selected within forty-five (45) calendar days from the date of the appeal. Failure to contact the Office of the President within the established time frame will be considered as a withdrawal of the appeal to arbitration.

1. If the parties cannot mutually agree to an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.

2. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.

L. BIFURCATION

1. The arbitration process shall be bifurcated where the University asserts that there are procedural (e.g., timeliness, standing) and/or arbitrability issues that preclude the UAW from proceeding to a hearing on the merits of the claim.

2. The University shall inform the UAW in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator or forty-five (45) days prior to the scheduled arbitration. The issue(s) of arbitrability shall be resolved in a written decision based on arguments submitted by the parties prior to and separate from the hearing (if any) on the merits of the claim. Such argument will be submitted to the arbitrator in brief form where practicable. However, where either party requests a hearing on arbitrability, such hearing shall be held. If a hearing on arbitrability has been requested, the moving party shall contact the arbitrator to request two (2) dates for a separate hearing on arbitrability and a
hearing on the merits.

M. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING

1. At least seven (7) calendar days prior to the arbitration the parties shall exchange lists of known witnesses and discuss exhibits.

2. During the hearing the parties shall have the opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step 3 of the grievance procedure.

3. Upon request by either party but not upon the arbitrator’s own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.

4. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.

5. In all cases appealed to arbitration except for actions taken pursuant to Article 8, Discipline and Dismissal, the UAW shall have the burden of proceeding.

N. SCOPE OF ARBITRATOR’S AUTHORITY

1. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator’s decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator’s authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University and its agents.

2. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. In arbitration cases involving the Health and Safety Article, the arbitrator may order the University to cease violations of the Health and Safety Article. The arbitrator shall not have authority to order specific remedies for health and safety violations involving expenditures for structural modifications nor shall
the arbitrator have the authority to order such a remedy for the purchase or rental of equipment in excess of $500 unless there are available specifically budgeted funds for the particular efforts which may be necessary to comply with the order. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the ASEs. The University will not be liable for back wages or other monetary reimbursement for:

a. any period of time during which an extension of the time limits has been granted at the request of the UAW;

b. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.

3. The arbitrator’s fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.

4. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

O. RELEASE TIME FOR ARBITRATION FOR THE ASE GRIEVANT AND ASE REPRESENTATIVE

1. The parties shall endeavor to schedule arbitration hearings which do not conflict with the bargaining unit assignments of the grievant or the grievant’s representative which cannot be rescheduled. If arbitration hearings occur when the grievant, or the grievant’s representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved scheduling conflict shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least fifteen (15) calendar days in advance of the hearing date.

2. The parties will make efforts to schedule the testimony of ASE witnesses when the ASE witnesses do not have bargaining unit assignments that cannot be rescheduled. ASE witnesses who are called by the parties to testify shall be eligible to receive leave with pay only for time required for testifying when the ASE has a bargaining unit assignment which cannot be rescheduled, if the request for such leave is made at least fifteen (15) calendar days in advance of the hearing.

P. ARBITRATOR PANEL

1. The parties agree that there will be a standing panel of seventeen (17) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article. If agreement cannot be reached on all seventeen
(17) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties.

2. The procedure for modifying the panel shall be as follows:
   a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.
   b. In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding (an) arbitrator(s) to complete the panel, the parties will exchange nominations within sixty (60) calendar days. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in Section P.2.a above may not be placed on the panel again.
   c. The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of this agreement.

ARTICLE 13
HEALTH AND SAFETY

In compliance with campus health and safety policies and procedures, the University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

ARTICLE 14
HEALTH BENEFITS

A. Eligible ASEs may participate in a University-sponsored student health insurance plan to the same degree other eligible students at that campus participate. University-sponsored student health insurance plans include the multi-campus UC Student Health Insurance Plan (UC SHIP) administered by the UC Office of the President, and Graduate Student Health Insurance Plans administered by specific campuses who have elected not to participate in UC SHIP.

B. An ASE who is a registered graduate student with ASE appointment(s) or other eligible academic appointments totaling 25% or more of full-time for a given term in a State-supported or Self-Supporting Program is eligible to receive remission of premium for a University-sponsored student health insurance plan. An ASE is eligible to receive only one premium remission per term. In the event premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.
C. The University-sponsored student health insurance plans are student health insurance programs for registered students, and the eligibility for and the availability of these programs are not related to a student’s status as an ASE. The parties acknowledge that the terms of the plans, including coverage, carriers, premium rates, or other program provisions, are not a term and condition of employment for an ASE.

D. An ASE who is not a registered student and who is not eligible to participate in a University-sponsored student health insurance plan will be eligible to participate in the non-student University Health Insurance program in the same manner as non-represented, non-senate academic employees.

1. Eligibility to participate in the employee University Health Insurance Program will be in accordance with the University Health Program provisions.

2. Costs of the University Health Insurance Program in excess of the University contribution will be borne by the employee and will be paid in accordance with the program provisions.

3. During the term of this agreement, the University has the sole discretion to alter the terms of the program including but not limited to coverage, carriers, contribution rates or other program provisions.

E. The University and the UAW shall meet twice a year to discuss the University-sponsored student health insurance plans. Appropriate topics for discussions are those health insurance related issues that apply to ASE’s including systemwide participation in UCSHIP, potential changes in benefits, deductibles, and co-pays.

The University agrees to provide up to 4 hours of paid release time (including travel) to one ASE per campus for the purpose of attending systemwide meetings. The first such meeting shall take place during the first quarter of fiscal year 2018.

ARTICLE 15
HOLIDAYS

A. The University observes the following days as holidays:

1. January 1

2. Third Monday in January (Martin Luther King’s Birthday)
3. Third Monday in February (President’s Day)
4. Last Friday in March (Cesar Chavez Day)
5. Last Monday in May (Memorial Day)
6. Fourth of July
7. First Monday in September (Labor Day)
8. November 11 (Veteran’s Day)
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. December 24
12. December 25
13. December 31

B. Official holidays are those holidays as set forth annually in the campus calendar.

C. Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on Saturday, the preceding Friday is observed.

D. The University reserves the right to establish additional holidays.

E. The University shall not require an ASE to attend lecture, hold office hours, grade, tutor, proctor, prepare, consult or teach class, section, or lab on designated holidays.

ARTICLE 16
LABOR-MANAGEMENT MEETINGS

A. The University and the UAW may schedule quarterly meetings following written request by either party. Agendas shall be mutually agreed to at least five (5) business days prior to the meeting. The purpose of the meeting shall be to discuss administration of this agreement and other related issues, excepting specific grievances as defined by this agreement.

B. Upon written notice, the UAW may request to schedule up to 2 campus meetings, per year. Such meeting(s) shall be scheduled and held within thirty
(30) days of such request, provided the UAW provides a written agenda no later than five (5) days prior to the meeting(s). The purpose of the meeting(s) shall be to discuss issues of concern to Academic Student Employees; however, the University is not obligated to reach agreements that would alter the Agreement in any way. Further, issues which have a remedy in the Agreement shall be excluded from discussion.

ARTICLE 17
LEAVES

A. MILITARY LEAVE

ASEs who are called to active military service will be provided leave from their current positions to fulfill their military obligations to the extent required by applicable law. Military leave will be paid to the extent required by applicable law and/or applicable University policy.

B. PREGNANCY DISABILITY LEAVE

Under the California Pregnancy Disability Leave Laws, ASEs are entitled to unpaid leave for up to four months per pregnancy and/or reasonable accommodation for pregnancy disability, childbirth, and related medical conditions. Notwithstanding the foregoing, a Pregnancy Disability Leave will not continue beyond the end date of the ASE’s appointment. The University will maintain and pay for health insurance coverage (University-sponsored Student Health Insurance Plans, or other insurance for non-student ASEs, as applicable) for the duration of the leave, not to exceed four months in a 12-month period under the same conditions that coverage would otherwise have been provided by the University if the ASE had been in employment continuously for the duration of the leave.

C. SHORT-TERM MEDICAL LEAVE AND FAMILY-RELATED LEAVE

1. Upon request from an ASE, and subject to the provisions of this article, the University will grant an ASE’s reasonable request for leave of absence of appropriate duration due to:

   a. personal illness and/or disability;
   
   b. birth, adoption, or care of a child or family member as defined below in Section H;
   
   c. family emergencies; or
   
   d. appointments and/or hearings scheduled by federal immigration
officials or the U.S. Department of State with respect to immigration or citizenship status of the ASE, spouse, domestic partner, child or parent in accordance with the Immigration Side Letter.

2. Paid Medical Leave and Family Leave

Leaves in Section C.1. shall be paid leaves for salaried ASEs and shall be unpaid for hourly ASEs. The period of paid leave under Section C.1. shall be no more than two (2) days for ASEs appointed at 50% for a regular academic quarter and shall be no more than three (3) days for ASEs appointed at 50% for a regular academic semester. For ASEs who are employed for other than 50% FTE, the amount of paid leave as covered in Section C. 1. will be prorated.

3. Supplemental Short-term

Unpaid leave may be granted for periods beyond the terms of leaves in Section 2, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons defined in Section 1 and at the sole discretion of the department or hiring unit.

D. LONG-TERM MEDICAL LEAVE AND FAMILY-RELATED LEAVE

Upon request from an eligible ASE, and subject to the provisions of this article, the University will grant an ASE’s reasonable request for a long-term leave of absence during the academic year. Whenever possible, leave should be requested at least thirty (30) days in advance of the start date of the leave. The paid leaves described below may be combined for a maximum of six (6) weeks of paid leave during the academic year. The leave will not continue beyond the end date of the ASE’s appointment.

1. Paid Leave for Pregnancy Disability, Childbirth and Related Medical Conditions

A salaried ASE shall be eligible to receive up to six (6) weeks of paid leave for pregnancy, childbirth or related medical conditions for the period prior to, during, and after childbirth. Any paid leave taken under this Section shall run concurrently with any leave taken under Section B pursuant to California’s Pregnancy Disability Leave Laws. An ASE will be approved for up to two additional weeks of unpaid leave for baby bonding, provided such unpaid leave does not extend beyond the end date of the ASE’s appointment. Unpaid leave may be granted for periods beyond the terms of leaves in this Section D, at the sole discretion of the University.

The University will not retaliate against an ASE who takes a leave under this section.
2. **Other Paid Leave**

A salaried ASE shall be eligible to receive up to four (4) weeks of paid leave due to the ASE’s serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for a family member of the ASE, as defined in Section H, who has a serious health condition. Additionally, this leave may be used to care for and bond with the ASE’s newborn child or a child placed with the ASE for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the ASE. An ASE will be approved for up to two additional weeks of unpaid leave for baby bonding or for a serious health condition, provided such unpaid leave does not extend beyond the end date of the ASE’s appointment. Unpaid leave may be granted for periods beyond the terms of leaves in this Section D, at the sole discretion of the University.

An ASE receiving paid leave for pregnancy disability, childbirth, related medical condition or for illness or injury from any other source within the University will not be eligible to receive paid leave pursuant to this Section.

E. **BEREAVEMENT LEAVE**

The University will grant an ASE’s reasonable request for bereavement leave due to the death of a family member as defined in Section H. The period of leave for bereavement shall be up to three (3) days per occurrence. Salaried ASEs shall be granted up to three (3) days pay for bereavement on those days the ASE was previously scheduled to work. Nothing in this Section shall preclude departments or hiring units from granting a longer period of paid bereavement leave when they determine the need to do so.

F. **JURY DUTY**

An ASE shall be eligible for a jury duty leave when summoned for required jury duty service. Jury duty leave is leave with pay. Verification of actual jury duty service shall be provided by the ASE to the University upon request. Jury duty leave will not continue beyond the end date of the ASE’s appointment.

G. **OTHER LEAVES**

Other leaves, including but not limited to leave for service to government agencies and leave to attend professional meetings may be granted with or without pay at the University’s sole discretion or if required by applicable law.
H. DEFINITION OF FAMILY MEMBER

Family member is defined as an ASE’s mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, step or foster child (including children of domestic partner).

I. REQUEST FOR LEAVE AND COVERAGE

In order to ensure proper coverage for leaves other than long-term leaves, ASEs are expected to contact the supervisor to request leave as soon as the need for the leave becomes known but not less than one (1) working day in advance of the commencement of the leave unless the leave is for an unanticipated personal or family illness or bereavement.

Requests for leave shall be made in writing with information about the nature of the leave and probable duration. Upon request, the ASE will be required to provide appropriate documentation. While it is the University’s responsibility to make arrangements for coverage, the ASE will assist as reasonably possible.

ARTICLE 18
MANAGEMENT AND ACADEMIC RIGHTS

A. Management of the University is vested exclusively in the University. Except as otherwise provided in this agreement, the UAW agrees that the University has the right to establish, plan, direct and control the University’s missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of ASEs; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which ASEs’ performance is evaluated; to establish and require ASEs to observe University rules and regulations; to discipline or dismiss ASEs; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and by whom instruction is delivered; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

B. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.
C. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

D. No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.

ARTICLE 19
NO STRIKES

A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.

B. Any employee who violates this article shall be subject to discipline up to and including termination of employment.

C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.

D. SYMPATHY STRIKES

1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.

2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of his/her appointment, at the discretion of the University they may not be paid for work they do not perform.
E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

ARTICLE 20
NON-DISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any ASE on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against an ASE for requesting or taking Family and Medical Leave.

For the purposes of this Article only,

a. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

b. “Pregnancy” includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.

c. “Gender expression” means a person’s gender-related appearance or behavior, whether or not stereotypically associated with the person’s sex at birth. “Gender identity” is each person’s gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person’s sex assigned at birth, or transgender.

d. “Medical condition” means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.

2. If the UAW appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the UAW’s notice must include an Acknowledgement and Waiver Form signed by the affected ASE. The
Acknowledgement and Waiver Form will reflect that the ASE has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the ASE understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 12, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the ASE to make an informed choice.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and (SVSH) Policy.

2. Sexual Harassment is defined as unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal, nonverbal or physical contact of a sexual nature when:

   a. Quid Pro Quo: A person’s submission to or rejection of such conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, or advancement, or other decisions affecting participation in a University program; or

   b. Hostile Environment: such conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person’s participation in or benefit from the education, employment or other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.

   c. If the definition of Sexual Harassment changes in the SVSH Policy, the new definition will replace the current language.

3. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees (including ASEs), staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients); in hierarchical
relationships and between peers, and; between individuals of any gender or
gender identity.

4. The University prohibits retaliation against or by ASEs based on their report of
prohibited behavior or participation in the investigation, report, remedial, or
disciplinary processes provided for in the SVSH Policy. Retaliation includes
threats, intimidation, reprisals, and/or adverse employment and/or academic
actions against a person based on their report of prohibited behavior or
participation in the investigation, report, remedial, or disciplinary processes
provided for in the SVSH Policy or this Article. If the definition of retaliation
changes in the SVSH Policy, the new definition will replace the current
language.

5. The Title IX Offices responsible for investigations are listed at:

C. RESOLUTION PROCEDURES

Reports of alleged violations of Section A. or B.1.-4. above and/or University Policy
may be addressed through the complaint procedure and/or the grievance
procedure. Additionally, Alternative Resolution may be used at any time to address
the issues. Formal Investigations may be initiated as part of the complaint
resolution or grievance procedure.

1. Alternative Resolution: ASE(s) and/or the Union and/or the University may
seek Alternative Resolution at any time.

   a. After a preliminary assessment of the facts, the Title IX / EEO Officer may
   initiate an Alternative Resolution process, which may include: mediation
   (except in cases of sexual violence); separating the parties; providing for
   safety; referring the parties to counseling; referral for disciplinary action; a
   settlement agreement; conducting targeted preventive educational and
   training programs; and conducting a follow-up review to ensure that the
   resolution has been implemented effectively.

   b. If Alternative Resolution is unsuccessful, the Title IX / EEO Officer may
   initiate a formal investigation.

   c. Attempts at Alternative Resolution at the informal level do not extend the
   thirty (30) calendar day time limit to file a grievance. However, should a
   grievance be filed, the parties may agree in writing that the grievance be
   held in abeyance while alternative resolution is being considered or
   ongoing.

2. Interim Measures for Complainant(s)
a. When the appropriate administrative officer has determined that a Complainant has established a prima facie case of harassment and/or discrimination based on a protected category, the University shall implement interim measures when necessary. Such measures shall allow the ASE to continue training in an environment free from harassment and/or discrimination based on a protected category.

b. Interim measures available to ASEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

3. Remedies

a. Remedies available to ASEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the ASE continue training in an environment free from harassment and/or discrimination based on a protected category.

4. Representation

The ASE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.

D. LACTATION SUPPORT

1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, ASEs shall have access to those spaces for the purpose of expressing and storing breast milk. Those spaces will be a locked private space that are sanitary and equipped with a table, comfortable chair and electrical outlet.

2. If no such space exists in reasonable proximity to an ASE’s work location, the department/hiring unit will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.
3. The University will allow adequate time for an ASE to express breast milk, with the understanding that the ASE will not disrupt classroom activities for this purpose.

4. The University shall provide information regarding the availability of lactation support on a campus website no later than the conclusion of the Fall 2018 term.

E. ALL-GENDER RESTROOMS

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.

2. If an ASE anticipates the need for access to an all-gender restroom, the ASE or the Union shall contact the department/hiring unit or campus Labor Relations office as soon as possible after receiving written notice of appointment.

3. The University agrees to promptly engage in a discussion with the ASE, or the Union, and to provide reasonable access to an existing all-gender restroom within a reasonable distance to the ASE’s work location. Reasonable access may include, but is not limited to, section/class reassignments and/or schedule modifications, re-designating an existing restroom as all-gender, or placing the ASE in an alternate appointment.

4. The parties recognize that any delay in notifying the department/hiring unit or campus Labor Relations of the need for access to an all-gender restroom may limit the possible arrangements, particularly where class assignments have already been made and/or the term has already commenced.

5. The University shall not be obligated to expend funds beyond minimal and incidental costs to provide reasonable access to all-gender restrooms.

6. No later than one year from the effective date of the contract, the University shall ensure that all single-occupancy restrooms will be designated as all-gender restrooms. “Single-occupancy restroom” is defined as a toilet facility with no more than one water closet and one urinal with a locking mechanism controlled by the user. Each all-gender restrooms must have at least a sign on the door with a triangle within a circle, without gender pictograms.

7. The University shall list the locations of all-gender restrooms on a campus website.

H. ADDITIONAL SUPPORT
ASEs may contact campus Labor Relations or the Union for additional support and assistance regarding provisions of this article.

ARTICLE 21
PARKING AND TRANSIT

A. At all campuses, ASEs shall have the option to participate in parking and parking-related services that are available to and on the same basis as other similarly situated employees including, but not limited to, pre-tax and payroll deduction options.

B. At all campuses, ASEs shall have the option to participate in all transit programs that are available to and on the same basis as similarly situated employees.

C. The University reserves the sole right to establish and change parking and transit rates, open and close lots and modify parking and transit conditions and regulations. The University shall provide 30 days advance written notice to the UAW of any proposed change or increase in parking and transit rates. The University shall meet upon request of the UAW to discuss and receive comments regarding any proposed change in parking and transit rates.

ARTICLE 22
POSTING

A. CAMPUS WIDE POSTING OF APPOINTMENT OPPORTUNITIES

By March 15th of each year, the University shall begin posting information regarding ASE appointment opportunities for the following academic year on the campus website. Sixty (60) days before the commencement of each academic year, departments and hiring units shall post on the website available positions within the department for that year. Should new positions become available, they shall be posted within fourteen (14) days. The website shall contain the following information:

1. The projected number of available ASE positions by department/hiring unit that the University anticipates for the following academic year. This projection is not a guarantee of the actual number of ASE positions that will be available or filled;

2. An employment non-discrimination statement;

3. A general description of the duties performed by each of the classifications covered by the agreement;
4. The “minimum qualifications” by classification as established by and at the sole discretion of the University;

5. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University; and

6. The application procedures or hiring unit contact person for ASE positions.

B. POSTING AT THE DEPARTMENT LEVEL

Nothing in this article or in this agreement shall prevent departments or other campus hiring units from providing additional information regarding ASE employment opportunities on bulletin boards or other web sites. For those departments and hiring units that have formal written guidelines regarding hiring for and allocations of ASE positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

C. SYSTEM-WIDE POSTING

By October 1st of each year, the University will post the following information about courses where ASEs were employed in the previous academic year:

a. Campus
b. Course title
c. Course number
d. Brief description of the course
e. Number of sections attached to the course
f. Student enrollment for each section
g. Number of TAs, by title, attached to each lecture, discussion, lab, seminar, etc.

D. ENROLLMENT REPORT

Each campus shall provide its yearly report on non-unit bearing course information (includes enrollment information for each lecture, discussion, lab, seminar, etc.) to the UAW in electronic format by October 1st of each year.

ARTICLE 23
REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified Academic Student Employees who are
disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

B. MEDICAL DOCUMENTATION

When requested by the University, the Academic Student Employee is responsible for providing the University with medical documentation identifying functional limitations and how such limitations affect the Academic Student Employee’s ability to perform the essential functions of the job. The University may require that an Academic Student Employee be examined by an appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

C. THE INTERACTIVE PROCESS

1. When an Academic Student Employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the Academic Student Employee and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability management representative) about possible options for reasonably accommodating the Academic Student Employee’s disability. This process shall occur as soon as practicable. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the Academic Student Employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the interactive process, the University considers information related to: the essential functions of the job, the Academic Student Employee’s functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. If able to, the University will present multiple options for the ASE to consider, however the University will determine which accommodation(s) will be implemented.

   a. The University will consider reasonable accommodations that would enable the Academic Student Employee to continue (or resume) performing the essential functions of their assigned
position for the duration of the appointment, which may include a temporary alternate position.

b. ASE’s may bring a support person to the interactive process meeting which could include a union representative.

c. The University is not obligated to implement an accommodation that would present an undue hardship.

D. Joint Labor Management Committee

1. The parties agree to meet on a periodic basis to discuss issues arising from this article using the process specified in Article 16 – Labor Management Meetings.

2. Either party may request a meeting and such a meeting may be held at either a local campus level, or at a system-wide or semi-system-wide level.

3. ASEs serving on the Committee shall be provided release time for attending the meeting, if necessary.

4. The parties may invite subject matter experts to attend the meeting, provided there is advanced notice.

ARTICLE 24
SEVERABILITY

If any provision of this agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this agreement shall continue in full force and effect. The parties shall meet and confer in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 25
SUMMER SESSION

A. WAGES

1. Teaching Assistant, Teaching Fellow, Graduate Student Instructor, Associate In

A Teaching Assistant, Teaching Fellow, Graduate Student Instructor or Associate In, who is not an Instructor of Record who has a 50% appointment during summer session, shall be compensated at the rate resulting from dividing the academic term gross salary by the maximum workload of 220 hours (quarter) or 340 hours (semester) and multiplying the result by 120 hours (for a six-week summer session). This compensation rate shall apply proportionately to other percent appointments and/or to summer sessions of different lengths. ASEs and
groups of ASEs who are currently paid at a rate greater than this in summer 2007 shall continue to be paid on that basis (plus any additional wage increases that ASEs in the unit received in the previous academic year).

2. **Instructors of Record**
   During the term of this contract, the University shall maintain the status quo on its method for compensating Instructors of Record in the summer session.

3. **Reader, Remedial Tutor, Tutor, Special Reader**
   The hourly rate for an appointment in these classifications shall at a minimum be the hourly rate in effect for the preceding academic year.

4. **Proportionate Application**
   Salaries may be applied proportionately to other percent appointments and/or with the exception of UC Santa Barbara, to summer sessions of different lengths. A summer session appointment will be as defined in Section F. of this article.

B. **APPLICABLE ARTICLES**

The following articles apply to ASEs who are employed in the summer session: Recognition, Child Care, Classifications, Defined Contribution Plan, Definitions, Discipline and Dismissal, Emergency Layoff, Employment Files and Evaluations, Grievance and Arbitration, Health and Safety, Holidays, Labor Management Meetings, Leaves, Management and Academic Rights, No Strikes, Non-Discrimination in Employment, Parking and Transit, Travel, Severability, Training and Orientation, Union Access and Rights, Union Security, Waiver, Wages, Workspace and Instructional Support, and Duration.

The remainder of the articles in this agreement do not apply to ASEs who are employed in the summer session.

C. **APPOINTMENT NOTIFICATION**

1. The University shall provide written notice (e.g., letter or email) of appointment to individuals offered an ASE summer session appointment. When a position becomes available more than thirty (30) days in advance of the assignment the ASE shall receive written notification of the appointment no less than thirty (30) days before the start of the assignment. In cases in which a position becomes available less than thirty (30) days before the commencement of summer session, notification will be made as soon as possible. The notice shall include, but shall not be limited to: appointment title; summer session/hiring unit contact; academic
department/program, if known; effective dates; salary/wages; appointment percentage (or range of hours); response requirements, if any; a statement that the position is covered by a collective bargaining agreement between the parties; the contract website address; and a statement that the name and department address of all ASEs are released to the UAW.

2. The notice from the summer session hiring department will also include the following if known: academic department/program, faculty member or supervisor to whom the individual will report, the location where the work will be performed, course assigned, general job responsibilities and other information as deemed appropriate by the University. If the information is not known and available at the time the appointment notification is provided by the summer session hiring department, this information will be communicated at a later time by the University and if practical the information will be provided in writing.

D. APPOINTMENT SECURITY

If the University fails to notify an ASE prior to the commencement of the second meeting of the assigned section or class that a position offered and accepted is no longer available, the University will ensure the individual:

a. is placed in an appointment at the classification and equivalent compensation level offered and accepted, or

b. receives equivalent compensation in lieu of the position for the session at the level offered.

E. JOB POSTING FOR SUMMER SESSION

1. Campus-Wide Posting

As soon as practicable, but no later than February 1 of each year, except at UC Irvine where the date will be no later than December 15, the University shall begin posting information regarding Summer Session ASE opportunities on the campus web site. Sixty (60) days before the commencement of each academic year, departments and hiring units shall post on the website available positions within the department for that year. Should new positions become available, they shall be posted within fourteen (14) days. The University may update or edit this information as it deems appropriate. The web site shall contain the following information.

a. The projected number of available ASE positions by department/hiring unit the University anticipates for the following Summer Session. This projection is not a guarantee of the actual
number of ASE positions that will be available or filled.

b. An employment non-discrimination statement.

c. A general description of the duties performed by each of the classifications covered by the agreement.

d. The "minimum qualifications" by classification as established by and at the sole discretion of the University.

e. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.

f. The application procedures or hiring unit contact for ASE positions.

2. Department-Level Posting

Nothing in this article or in this agreement shall prevent departments or other campus hiring units from providing additional information regarding ASE employment opportunities on bulletin boards or other web sites. For those departments and hiring units that have formal written guidelines regarding hiring for and allocations of ASE positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

F. SUMMER SESSION WORKLOAD

1. A Teaching Assistant, Teaching Fellow or Associate In, who is not an Instructor of Record, with a 50% appointment for a six (6) week summer session shall not be assigned a workload that exceeds 120 hours or will not be assigned to work more than eight (8) hours in any one day. Assigned workload is measured by how many hours the University could reasonably expect an ASE to take to satisfactorily complete the work assigned. This provision shall apply proportionately to other percent appointments and/or, with the exception of UC Santa Barbara, to summer sessions of different lengths.

2. An ASE who is considered the Instructor of Record during the summer session will be responsible for the summer session course.

3. Readers, Special Readers and Tutors shall be compensated on an hourly basis. Assigned workload is measured by how many hours the University could reasonably expect a Reader or Tutor to take to satisfactorily complete the work assigned. Readers, Special Readers and Tutors will not be assigned to work more than eight (8) hours in any one day.
4. ASEs should initiate discussions with their supervisors as soon as they anticipate any workload related issues that would result in a violation of this article.

5. Disputes regarding workload arising under this article are not subject to Article 12, Grievance and Arbitration, of this agreement. In the event a dispute arises regarding workload, the procedures set forth in Article 32, Workload, shall apply. The provisions of the workload section of this article are subject to the enforcement procedure as detailed in Article 32, Workload.

ARTICLE 26
TRAINING & ORIENTATION

A. All required training and orientation shall be considered part of the workload for the term, with the exception of pedagogy courses in which an ASE is required to be enrolled. Said pedagogy courses and training requirements shall not be used to reduce the number of ASE appointments.

B. The University may require, at its sole discretion, an ASE to satisfactorily complete required training to continue appointment as an ASE. The University may, at its sole discretion, require that an ASE who has not satisfactorily completed required training repeat training without the repeated training counting in workload.

C. Unpaid activities for which academic credit is given, or that are academic program requirements for all students in the program, or are training required to meet minimum eligibility requirements (e.g., English language tests), are not considered employment activities and not covered by this agreement.

ARTICLE 27
TRAVEL

A. The University shall reimburse ASEs for authorized expenses incurred during required employee-related University business or travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.

B. The University will not reimburse ASEs for travel between home and the campus.
ARTICLE 28
UNION ACCESS AND RIGHTS

A. USE OF FACILITIES

1. Access

The University has the right to establish and enforce reasonable access rules and regulations at each campus.

2. U.S. Mail Delivery

United States mail on which postage has been paid and which is received by the University bearing the name of the ASE in the unit and correct specific address will be distributed to the ASE in the unit in the normal manner.

3. Use of mailboxes

In locations where ASEs have mailboxes, the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.

4. Email use

UAW designated employee representatives may use their university email account in accordance with applicable University policy regarding electronic mail/electronic communications.

B. DIRECTORY INFORMATION AND EMPLOYEE LIST

1. The ASE shall be required to release their name to the UAW as a condition of employment.

2. As soon as practicable, each month the University shall provide the UAW the following information, where available, in a computer readable form: name, home department, employee identification number, classification, title code, percentage appointment, monthly salary, salary rate, amount of monthly dues/agency fees deducted, home address, personal cell and personal e-mail. In the event an employee has opted to have their home address, personal cell and personal e-mail protected under applicable federal and/or state law, the home address of such academic student employee shall be deleted from this list. Upon written request, the University shall supply the UAW with information regarding the gender, race and ethnicity of all ASEs (to be provided in aggregate), sorted by discipline (as defined by the University) not more than twice per year.

   a. Neither party waives any right it may have to seek or withhold information regarding race, gender and ethnicity sorted by department when necessary for representation purposes.

3. The UAW shall be responsible for any reasonable initial and ongoing
programming and monthly processing costs associated with providing this information. The University will give the UAW notice of initial costs and any significant changes to those costs prior to the time they are incurred.

C. ACCESS TO THE AGREEMENT

Following ratification and approval by the parties, the University shall publish the agreement on a designated website.

D. SYSTEM-WIDE BARGAINING

1. At each campus, the University shall provide compensation, including eligible fee and GSHIP remissions, for one FTE (40 hours/week) ASE appointment(s) (fee and GSHIP remissions shall not be paid for more than 2 ASEs per term) as UAW bargaining committee member(s) to participate in system-wide bargaining for two (2) terms during which bargaining occurs. In the event that bargaining occurs during summer sessions, one (1) term for the purposes of compensation, is equivalent to two consecutive 6-week summer sessions or equivalent. The UAW bargaining committee member(s) shall be provided paid release time for all remaining time in bargaining until, but no later than, the expiration date of the contract, unless otherwise mutually agreed to by the parties. It is permissible for the University to provide for compensation in the summer (up to 100%) in lieu of an academic semester or quarter to meet the requirements of this section.

2. Those receiving compensation pursuant to Section 1 above must be a student or an ASE at the campus in the term that bargaining commences.

3. Bargaining committee members shall be compensated so that they incur no loss nor achieve any gain over their current or most recent ASE appointment on the campus or the highest rate of appointment in an ASE position in the ASE’s career on the campus. In cases where an ASE would normally advance based on campus procedures, the higher rate would be paid.

4. The UAW shall give notice to the University of the UAW bargaining committee member(s) to be assigned and compensated in accordance with this section thirty (30) calendar days prior to the term in which they are to be assigned and compensated for system-wide bargaining or as soon as practicable.

5. An ASE who works in this capacity for the terms referenced above shall not have those terms counted toward any limit imposed by an academic department on the number of terms of employment for which an ASE may be eligible.
E. ACCESS FOR PURPOSES OF UAW ORIENTATION

1. The Union shall have the right to present a thirty (30) minute UAW Orientation each term in conjunction with orientation for new ASEs. At the discretion of each campus, orientation for new ASE’s may take place at a mandatory TA training or other mandatory event at either the department, hiring unit or campus level. Access to orientation for new ASEs, as described in this Article, does not require the University to grant access to pedagogical courses. The University, through the local labor relations offices, shall be responsible for notifying the Union of the time, location and date set aside for the UAW Orientation.

2. The University will coordinate with the Union to schedule one thirty (30) minute UAW make-up orientation per term upon request by the Union for new ASEs who did not receive a UAW Orientation as described in Section E. 1 above. The make-up UAW orientation will be scheduled as soon as practicable within the term of the appointment. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation to the ASEs.

3. Attendance at one UAW Orientation shall be mandatory for first-time ASEs. Salaried ASEs shall count the thirty (30) minutes toward their workload hours provided the ASE has an appointment in the term they attend orientation; hourly ASEs shall be paid for the thirty (30) minutes, provided the ASE has an appointment in the term they attend orientation.

4. The University shall not be present during the UAW Orientation or UAW make-up orientation.

5. The University shall have no obligation or responsibility for, nor shall it monitor, the content of the UAW’s presentations. The parties agree that the content of the workshops/orientations shall not be detrimental to or derogatory of either party, its agents or officials.

6. The University shall not be responsible for providing lists of ASEs scheduled to attend the UAW Orientation or UAW make-up orientation. The Union shall be responsible for obtaining the attendance list of the ASEs at the UAW Orientation and the UAW make-up orientation and for contacting any ASE who did not attend.

7. The University shall not attempt to dissuade attendance of ASEs at, nor communicate regarding UAW orientation other than to inform the ASEs of the day, time, and place of the orientation. The University shall direct ASEs with questions regarding the UAW orientation to the UAW campus representatives.
8. This constitutes the parties’ full agreement regarding adherence to the mandates in Assembly Bill 119.

9. Nothing in this Article shall be construed to mean that a department or hiring unit cannot invite the Union to make presentations at additional meetings.

ARTICLE 29
UNION SECURITY

A. DUES

1. The University shall deduct membership dues and standard initiation fees from the wages of ASEs upon notification from the UAW as provided in Section E. The University shall remit dues and standard initiation fees to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues and standard membership initiation fees. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the dues deduction program. In the event the UAW fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues to the UAW provided for in this paragraph.

2. On a monthly basis, the University will provide a list of ASEs by name, total gross monthly pay, title code, department/hiring unit, amount of dues deducted. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this list.

B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

The University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

1. The UAW shall provide the University with a list via excel spreadsheet.

2. The ASE must be an active dues paying member for the VCAP deduction to occur.

3. The VCAP deduction must be in a flat dollar amount and shall be deducted from the ASE’s first paycheck of the month.

4. This provision is for regular recurring payroll deductions and shall not be used for onetime deductions.

5. The UAW shall be responsible for any reasonable initial and ongoing
processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the FTP site.

C. UNION MEMBERSHIP ELECTION FORM

1. A mutually agreed upon union membership election form “MEF” (Appendix E) shall be provided to all new ASEs at the same time as the ASE is provided the new employee payroll information (e.g., W-4 and I-9 forms).

2. In the event that an ASE has already completed new employee information (e.g., W-4 and I-9 forms), the University shall present a UAW Local 2865 Membership Election Form at the time the ASE hires into the bargaining unit.

3. The University will collect and return all original signed forms to the UAW within 10 business/working days of its receipt of the completed form. ASE’s may also return the MEF to the union.

4. The University will not discourage employees from completing the form or becoming members of the UAW.

D. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues or any part thereof, or fails to remit to the UAW such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the deduction amounts within 30 days of the written notice from the Union.

2. If the University’s error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues deduction amount in any given pay period, until the complete dues deductions have been made. In the event an Academic Student Employee’s employment terminates while still owing dues to the union, the amount owed shall be taken from the Academic Student Employee’s final paycheck. In no event shall the University owe the union dues that are the responsibility of the Academic Student Employee.

3. It is expressly understood and agreed that if the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Academic Student Employee accordingly.
4. The University shall not be responsible for those portions of union payroll
deductions that the Academic Student Employee’s net earnings are
insufficient to cover in any pay period.

E. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. The UAW will either deliver an electronic file in Excel (*.xls) format to the
University’s campus appropriate office or upload files to the FTP website.
The University shall confirm the final administrative process with no less than
thirty (30) calendar days’ notice. The dues file shall be either transmitted
electronically or uploaded no later than the 15th of each month. In the event
that the 15th falls on a weekend, the Union will deliver the list on the following
Monday. In the event that the appropriate office is closed on the 15th, the
Union will deliver the list on the following business day. The University agrees
the changes will be made in time to affect the next payroll with a pay begin
date that falls on or after the date the deduction information is received.

2. UAW list to be submitted:

The list will be a modified version of the Employee List posted by the University
on the University’s FTP site (Units770file) each Tuesday.

   a. The UAW will provide a list of employee records for bargaining unit
      members for which the UAW request to change.

   b. The modified list shall include the following fields from the Unit770
      file:
      i. Campus
      ii. Employee ID
      iii. Employee Name
      iv. Title Code

   c. The UAW will add the following fields to this list:
      i. UAW initiation fee
      ii. UAW changed status: deduction “D” or cancellation “C”
      iii. GTN code assigned to the deduction
      iv. UAW current VCAP amount
      v. UAW VCAP new or changed amount.

   d. The Union’s list will include additional names and data for employees
      that do not currently appear on the University’s Unit770 file list. If at
      the time of payroll input the employee does not hold an active
      appointment in the bargaining unit, and the employee record has not
      yet been entered into the University’s payroll system by the
      department, the addition will be rejected. Rejected records may be
      resubmitted by the UAW in their subsequent monthly transmittals.
until the employee record is processed in the University’s payroll system.

3. If the UAW is unable to resolve any disputes regarding this Section E informally at the campus level, any formal grievance may be filed at the Office of the President.

F. WAIVER OF LIABILITY

The Union shall indemnify the University for any claims made by the employees for deductions made by the University in reliance on the Union’s certification or on the Union’s representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

ARTICLE 30
WAGES

A. GENERAL RANGE ADJUSTMENTS

1. Academic Year 2018-2019

The University shall increase the wage ranges/rates for all ASE titles by 3.0%. Implementation of the prospective increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

2. Academic Year 2019-2020

The University shall increase the wage ranges/rates for all ASE titles by 3.0%. Implementation of the prospective increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

3. Academic Year 2020-2021

The University shall increase the wage ranges/rates for all ASE titles by 3.0%. Implementation of the prospective increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

4. Academic Year 2021-2022
The University shall increase the wage ranges/rates for all ASE titles by 3.0%. Implementation of the prospective increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

B. GENERAL PROVISIONS

The actual salary ranges/rates following application of any range adjustments applied pursuant to this Article may vary slightly due to rounding.

C. UCLA FRESHMAN/TRANSFER SUMMER PROGRAM (F/TSP)

At UCLA, tutors in the F/TSP program will be paid a minimum of $5,139.00 for the entire six-week program with a workload not to exceed 240 hours and will not be paid on an hourly basis as described in Article 25.A.3 and F.3. This minimum does not include required training prior to the start of the program, which will be compensated on an hourly basis.

ARTICLE 31
WAIVER

A. Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this agreement, it is agreed and understood that each party to this agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this agreement.

B. With respect to other matters within the scope of negotiations, but not covered in Section A above, in the event the University proposes a new policy that has a significant impact on the terms and conditions of employment for ASEs in the unit, the University will meet, upon timely request by the UAW, over the impact of the decision to the extent required by law.

C. With respect to other matters within the scope of negotiations, but not covered in Sections A or B above, negotiations may be required during the term of this agreement, but only as provided below.

1. The parties recognize that during the term of this agreement, it may be necessary for the University to make changes in areas within the scope of negotiations. Where the University finds it necessary to make such changes
the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.

2. The parties shall undertake negotiations regarding the impact of such changes on ASEs when all three of the following exist:
   a. Where such changes would significantly affect the working conditions of a substantial number of employees in the bargaining unit;
   b. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and
   c. Where the UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the UAW of the University's notice as described in Section C.1.

3. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this agreement.

4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

5. If the parties disagree as to whether a proposed change is subject to Section C above, such disagreement shall be subject to the Grievance and Arbitration Article of this agreement.

**ARTICLE 32**

**WORKLOAD**

**A. TEACHING ASSISTANT (TA)**

1. For purposes of this article only, TA refers to Teaching Assistant, Special Reader, Teaching Fellow, Community Teaching Fellow, Nursery School Assistant and Associate In...Assigned workload is measured by how many hours the University could reasonably expect a TA to take to satisfactorily complete the work assigned.
   a. A TA with a 50% appointment shall not be assigned a workload of more than 220 hours per quarter or 340 hours per semester. This standard shall apply proportionately to other percent appointments.
   b. In addition, a TA with an appointment of 50% or less shall not be assigned a workload of more than 40 hours in any one week or assigned to work more than eight (8) hours in any one day. The number of hours worked in excess of twenty (20) hours per week
may not total more than 50 hours per quarter or 77 hours per semester.

2. TAs should initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in a violation of this article.

B. READER/TUTOR

Readers and tutors shall be compensated on an hourly basis. Assigned workload is measured by how many hours the University could reasonably expect a reader or tutor to take to satisfactorily complete the work assigned. Readers and tutors shall not be assigned a workload of more than 40 hours in any one week or assigned to work more than eight (8) hours in any one day. Tutors shall be guaranteed pay for the entirety of any pre-scheduled tutoring timeslot.

C. INSTRUCTOR OF RECORD

ASEs who are the instructors of record will be responsible for a workload consistent with the normal workload for the course. ASEs who are the Instructors of Record will normally receive a 50% appointment for a regular academic course.

D. NOTIFICATION OF WORKLOAD MAXIMUM

When an ASE perceives they may exceed the daily, weekly or term (quarter or semester) maximum number of hours in their appointment, the ASE shall communicate this fact to their faculty supervisor. If an ASE is going to exceed the daily, weekly or term maximum number of hours of their appointment, the University shall either:

1. Increase the ASE’s appointment percentage to be consistent with the number of hours she or he will work and/or

2. Modify the ASE’s work assignment such that the number of hours worked will be consistent with her or his appointment percentage and workload limits.

Any changes pursuant to Subsections D.1 and D.2 above shall be communicated to the ASE in writing.

E. EXPEDITED PROCESS

1. Alleged violations of daily, weekly or term (quarter or semester) maximum number of hours is subject to the grievance/arbitration procedure as modified by the expedited process in Section 2 below.
2. For such grievances, the Informal Step 1 of the grievance procedure is mandatory and is limited to Section D above. In the event that such a grievance is not settled at the Informal Step 1, the grievant may file a formal grievance with the graduate dean. If the grievance is not resolved within 3 days, the UAW may submit the grievance directly to arbitration. Such expedited arbitration hearings shall be held on a mutually agreeable date within 14 days of the date of the arbitration submission. Such arbitrations concerning this section shall be conducted without court reporter's transcripts or post-hearing briefs. The arbitrator shall provide a bench decision which becomes effective immediately and provide a written opinion and award.

ARTICLE 33
WORKSPACE AND INSTRUCTIONAL SUPPORT

A. The University shall provide access to required facilities, services, texts and instructional support. Access to required facilities, services, texts, and instructional support will not be unreasonably denied. These required facilities, services, texts and instructional support may include, if applicable:

1. Office and desk space, telephone,
2. A computer,
3. Storage space,
4. Office, laboratory, and instructional equipment,
5. Mailbox,
6. Office supplies and teaching supplies,
7. Texts and/or reading material,
8. Art/performance studio space.

ARTICLE 34
DURATION

A. The terms and conditions of this agreement shall remain in full force and effect commencing upon ratification by the parties, and shall terminate on June 30, 2022.

B. Neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the agreement.

C. Written proposals for a successor agreement shall be presented to the University by the UAW no later than January 15, 2022. The University shall present its written proposals for a successor agreement to the UAW no later than February 1, 2022. Actual negotiations shall commence no later than March 1, 2022.
### APPENDIX “A”
### UC/UAW STEP 2 GRIEVANCE FORM

Allegations of a violation of the UC/UAW Agreement covering Academic Student Employees (ASEs) must be filed on this form. See the UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor Relations Office. Pursuant to section 3567 of PEBRA, UC shall not agree to resolution of the grievance until the UAW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. **YOU MUST PROVIDE THE INFORMATION MARKED WITH AN ASTERISK (*) IN ACCORDANCE WITH ARTICLE 11, SECTION C.2, GRIEVANCE AND ARBITRATION PROCEDURE, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING** (Form available at [http://portal.ucop.edu/employees/policies/systemwide_contracts/uaw/index.html](http://portal.ucop.edu/employees/policies/systemwide_contracts/uaw/index.html)).

<table>
<thead>
<tr>
<th>BARGAINING UNIT CLASSIFICATION TITLE* (e.g., TA, Tutor, Reader, Sec.)</th>
<th>GRIEVANT'S RAINING UNI/DEPARTMENT*</th>
<th>GRIEVANT'S HOME TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

**NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE, AND TELEPHONE NUMBER**

**NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT (OR REPRESENTATIVE'S ADDRESS MAY BE USED)**

<table>
<thead>
<tr>
<th>REPRESENTATIVE'S NAME (IF REPRESENTED)*</th>
<th>REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE)*</th>
<th>REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

**REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP**

<table>
<thead>
<tr>
<th>TYPE OF GRIEVANCE:</th>
<th>SPECIFIC ARTICLE(S) &amp; SECTION(S) OF THE UC/UAW AGREEMENT ALLIED TO BE VIOLATED*</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DATE OF ALLEGED VIOLATION(S)*</th>
<th>DATE OF INFORMAL STEP 1 DISCUSSION WITH SUPERVISOR, IF ANY</th>
</tr>
</thead>
</table>

**DATE OF INFORMAL STEP 1 RESPONSE, IF ANY**

**ARE YOU REQUESTING A STEP 2 MEETING?**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</table>

**DESCRIPTION OF ALLEGED VIOLATION OF THE AGREEMENT:** Please describe in detail the facts and circumstances (including dates) that explain how the article(s) and section(s) were violated. (Attache separate sheet of paper if needed.)

<table>
<thead>
<tr>
<th>REMEDY REQUISITED*</th>
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<table>
<thead>
<tr>
<th>GRIEVANT'S SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>

| REPRESENTATIVE'S SIGNATURE (IF REPRESENTED) | DATE |
### Grievance Review - Step 2

<table>
<thead>
<tr>
<th>Date Step 3 Grievance Filed</th>
<th>Date of UC Decision</th>
<th>Decision Attached</th>
<th>Was a Meeting Held?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
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</tbody>
</table>

*Step 2 Decision: Attach separate sheet of paper if needed.*

<table>
<thead>
<tr>
<th>Signature of Step 2 Reviewer</th>
<th>Printed Name and Title of Step 2 Reviewer</th>
<th>Telephone Number</th>
</tr>
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</table>

### Form for Appeal to Step 3

(Appeals may be filed with the Campus Labor Relations Office on this form or in accordance with Article 11, Section C.3.)

<table>
<thead>
<tr>
<th>I Do Not Accept the Step 2 Response and I Appeal to Step Three (State Subject Below)</th>
<th>Grievant's and/or Representative's Signature</th>
<th>Date</th>
<th>Are You Requesting a Meeting?</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>☐ Yes ☐ No</td>
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</table>

Unresolved Issues Appealed to Step 3

### Grievance Review - Step 3

<table>
<thead>
<tr>
<th>Date Step 3 Appeal Filed</th>
<th>Date of UC Decision</th>
<th>Decision Attached</th>
<th>Was a Meeting Held?</th>
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<tbody>
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<td></td>
<td>☐ Yes ☐ No</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Step 3 Reviewer</th>
<th>Printed Name and Title of Step 3 Reviewer</th>
</tr>
</thead>
</table>
APPENDIX B
PANEL OF ARBITRATORS

(alphabetical order)

1. Sara Adler
2. Margaret Brogan
3. Mark Burstein
4. Kenneth Cloke
5. Alexander Cohn
6. David Evans
7. Kathy Fragnoli
8. Edna Francis
9. Matthew Goldberg
10. Fred Horowitz
11. Dennis Isenberg
12. Jill Klein
13. Michael Prihar
14. Paul Roose
15. Jan Stiglitz
16. David Weinberg
17. Barry Winograd
APPENDIX C
DESCRIPTION OF DUTIES FORM

DESCRIPTION OF DUTIES

Term: _______  Supervisor: _______  ASI: _______
Course #: _______  Course Title: _______
Location: _______  Day/Time: _______

The job duties designated below are required of the Academic Student Employee. Please check the applicable items and describe, as applicable:

____ Attend lectures
____ Present _______ lectures
____ Instruction of _______ sections/labs per week
____ Prepare
____ Hold _______ office “curs” per week
____ Supervision/ASE(s) meeting _______ hours per week
____ Read and evaluate _______ papers per student
____ Proctor _______ examinations
____ Prepare drafts of narrative evaluations and make grade recommendation as appropriate for students in TA section/lab (Santa Cruz only)
____ Perform individual and/or group tutoring
____ Class/faculty visits
____ Maintain/admit student records (e.g., grades)
____ Perform other tasks as assigned. Please list: _______

A Teaching Assistant with a 50% appointment shall not be assigned a workload of more than 220 hours per quarter (340 hours per semester) or a workload of over 40 hours in any one week. The number of hours worked in excess of 20 hours per week may not total more than 50 hours per quarter or 77 hours per semester.

In addition, a Teaching Assistant with an appointment of 50% or less shall not be assigned a workload of more than 40 hours in any one week or more than 8 hours in any one day.

This check sheet is designed to be distributed to all ASEs except those who are designated as the instructor of record for the course.
APPENDIX D
SUMMER SESSION SIDELETTER

The University of California, Berkeley and Merced campuses will not be precluded from offering ASEs employed during Summer Session the opportunity to teach up to two laboratory classes during a single six, eight, or ten-week session. When such appointments are made, the provisions of the collective bargaining agreement that limit the time worked by the ASE in a single day, or week shall not apply to ASEs teaching two laboratory classes. The provisions of the collective bargaining agreement that limit the time worked by the ASE in the entire summer session, however, shall apply.
APPENDIX E
MEMBERSHIP ELECTION FORM
UC STUDENT-WORKERS UNION
UAW LOCAL 2865
Membership Election Form

Welcome to your union! UAW Local 2865 is the union chosen by the majority of Readers, Tutors, Teaching Assistants, and Graduate Student Instructors. The Union negotiates contracts with the university administration covering wages, benefits, hours, rights, terms and conditions of employment. This is the form by which you voluntarily accept or decline membership.

AT UC, THE UNION:
- Is run by student employees like you;
- Enables student employees to resolve workplace problems;
- Gives student employees a collective voice in advocating for important issues such as increased wages, rights for international students, and equity and diversity in academia.

BECAUSE UC STUDENT EMPLOYEES FORMED A UNION IN 1999, WE HAVE:
- Increased wages more than 33% compared to student employees outside of the Union.
- Won high quality health insurance at a low cost to student employees.
- Achieved protections from discrimination and harassment in the workplace.
- And gained many more rights and protections.

These rights and protections are only possible because a majority of student employees are dues-paying members of our union. By becoming a member, you increase the strength of the Union, you’re able to participate in the Union’s decision-making process, and you can run for leadership positions if you choose. You are also doing your part to support the community of student employees at the University of California and building the future of public education.

☐ I ACCEPT MEMBERSHIP in UAW Local 2865. I agree to pay a one-time $10 initiation fee and monthly dues, currently 1.44% of my gross pay. I authorize UC to deduct the initiation fee and monthly membership dues from my pay and remit them to the Union. Unless revoked, this authorization is to remain in effect for all periods of time in which I am a UAW member and receiving a paycheck for work performed as a TA, Tutor, Reader, or Graduate Student Instructor.

☐ I DECLINE MEMBERSHIP in UAW Local 2865.

<table>
<thead>
<tr>
<th>NAME (Please print)</th>
<th>SIGNATURE</th>
<th>DATE</th>
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<tr>
<th>MOBILE PHONE</th>
<th>HOME / ALT. PHONE</th>
<th>EMAIL</th>
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<tr>
<th>DEPT. EMPLOYED</th>
<th>DEPT. ENROLLED</th>
<th>ATE TITLE (TA, Tutor, Reader, GSI)</th>
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<thead>
<tr>
<th>CAMPUS ENROLLED / EMPLOYED</th>
<th>OFFICE LOCATION (Building, room #)</th>
<th>PI / RESEARCH GROUP</th>
</tr>
</thead>
<tbody>
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</table>

QUESTIONS?
We are here to help! Visit www.uaw2865.org, email us at uaw2865@uaw2865.org, or give us a call at 510-549-3863. You can learn about your contract here: www.uaw2865.org/resources. Please direct all questions to the Union, not the University. Please return this form to the Union at uaw2865@uaw2865.org, or by handing it in to your hiring administrator.
APPENDIX F
Academic Student Employees Participation in the UC Defined Contribution Plan

The University of California’s Retirement Savings Program provides employees with a way to save for their future. In most cases, Academic Student Employees are Safe Harbor Employees of the University. Safe Harbor Employees are not eligible for primary retirement benefits and do not contribute to Social Security.¹

Instead, Safe Harbor Employees make mandatory pretax contributions of 7.5% of their gross earnings (up to the Social Security wage base) to the UC Defined Contribution Plan (the DC Plan), unless they qualify for exemption.² They also contribute 1.45% of total gross earnings to Medicare.

Participants can manage their DC Plan account to maximize earnings according to their tolerance for risk and investment horizon. The DC Plan fund menu includes the UC Pathway Funds, each of which adjusts its asset mix as the fund approaches its target retirement date, plus additional investment funds that represent a comprehensive range of asset classes with different objectives and risk and return characteristics. Most funds offered on the DC Plan fund menu are designed to have lower expenses than many similar publicly traded funds. A complete description of each of these options is available on netbenefits.com. Participants may also invest in mutual funds that are not included in the DC Plan fund menu by opening a self-directed brokerage window account.

Contributions to their DC Plan account are automatically invested in the UC Pathway Fund based on the year they turn 65. Investment elections can be changed at any time.

A quarterly fee (currently $8.75) is deducted from account balances for administrative services. The administrative services fee covers expenses for recordkeeping services for your account(s), communications, financial education, internal UC staff support for the Plan, and other non-investment services. For those with more than one Retirement Savings Program account (for example, a 403(b) Plan account and a DC Plan account), there is only one administrative services fee charged per quarter.

The myUCretirement.com website provides information and tools to help participants make decisions about their investments. Participants may also view their account

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¹ “Academic Student Employees, who were working in a prior University appointment that qualified for primary retirement benefits, who continue as a UCRP Member or Savings Choice Participant as an Academic Student Employee if there is no break in service.”

² To qualify for exemption from mandatory part-time on the DC Plan, Academic Student Employees must meet the following criteria:
- Be enrolled in the minimum number of units
- Undergraduates — a minimum of six units
- Graduate students — the halftime enrollment established at each campus.
- Graduate students enrolled and approved for advancement to doctorate candidacy (e.g., Doctoral II students) are not subject to a unit requirement during the academic year, as the preparation of a dissertation on satisfactory completion of the halftime requirement.
- Have a total actuarial enrollment percentage, calculated and varying by appointment, of less than 80% for the month or any part thereof with the month.
balances, change their fund selection, designate or change beneficiaries, or request a
distribution or rollover. Participants receive quarterly statements that are sent to the
participant’s e-mail address of record, unless mail delivery has been requested or the
participant has no e-mail address on record.

Participants may designate a beneficiary or beneficiaries to receive their DC Plan
account. If no beneficiary is named, the account is paid to the surviving spouse or
domestic partner, children, parents, siblings, or estate.

Because these accounts are meant to be retirement savings, they are not available to
participants while they are employed at UC and there are penalties for withdrawing the
funds before age 59 ½. If you leave UC employment, you may keep your funds in the
DC Plan provided your balance is $2,000 or more. Or, you may roll over your DC Plan
balance to another eligible plan or to an IRA. Distributions not rolled over are taxable
and, if the recipient is less than 59½, early distribution penalties may apply.

To ensure you receive plan statements and other important plan information, all
participants (including both active employees and those who have left UC employment)
should keep their e-mail address and mailing address up-to-date by contacting Fidelity
at 866-682-7787 or online at netbenefits.com.

For more information about the DC Plan, see:

- The myUCretirement.com website: https://myucretirement.com/

- The DC Plan Summary Plan Description:
  https://ucnet.universityofcalifornia.edu/forms/pdf/defined-contribution-plan-
  summary-description.pdf

APPENDIX G
TEACHING ASSISTANT CLASSIFICATION SIDE LETTER

The Parties agree that graduate students performing teaching duties are classified in
the appropriate BX Unit title. However, if either party finds a potential inconsistency with
this agreement, the parties will meet and resolve the issue.

SIDE LETTER
TEACHING ASSISTANT REQUIREMENTS AT UCSD

The UAW is interested in learning about teaching assistant pedagogical requirements
for doctoral students in all graduate programs at UC-San Diego. The University will meet
to discuss and resolve the UAW's concerns – if any – about these requirements including
instances in which graduate students might be performing teaching duties but are not
properly classified in the BX unit.
SIDE LETTER
IMMIGRATION

A. No Academic Student Employee ("ASE") covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the ASE’s name or social security number.

B. The University will request that a federal immigration agent or a Department of Homeland Security (OHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any ASE while the ASE is working on the University’s premises and under the University's control. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for a questioning of ASEs to occur in as private a setting as possible in the workplace. The University will notice the union if the University learns of an immigration investigation regarding an ASE.

C. The University will furnish to any ASE terminated because they are not authorized to work in the United States of America, a copy of this Section of the Agreement.

D. The University shall grant ASEs leave time, in accordance with Article 17 – Leaves, when given one week's prior notice to attend any appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The University may require proof of the appointment and/or hearings and proof of the family relationship.

E. In the event that an ASE is not authorized to work in the United States of America and the ASE’s employment is terminated for this reason, the University agrees to meet with the Union and the ASE to make reasonable efforts to re-employ the ASE for the following academic term. If re-employed, the ASE would have to provide valid work authorization.

F. Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union’s request, the parties shall meet, in accordance with section G below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.

G. Joint Labor Management Committee – the University and the UAW shall use the labor management meeting process in accordance with Article 16 – Labor Management Meetings to discuss issues arising from this side letter.
SIDE LETTER
JOINT COMMITTEE ON WORKPLACE FREE FROM SEXUAL HARASSMENT

1. The University and the Union recognize the importance of having a safe and sexual harassment free workplace.

2. The Joint Committee on Workplace Free from Sexual Harassment shall meet as a labor-management committee with the express intent of working toward a workplace free from sexual harassment for Academic Student Employees.

3. One UAW representative from each campus and at least one additional UAW representative shall constitute Union representation on the Joint Committee. ASEs serving on the committee shall be provided release time for time the ASE would have otherwise worked on that day for the purpose of attending Joint Committee meetings.

4. The University shall be represented by one representative per campus location and three representatives from the Office of the President including the Title IX Officer.

5. The parties may invite guests, including but not limited to subject matter experts and/or bargaining unit members to attend Joint Committee meetings, provided there is advance notice.

6. The Joint Committee shall meet twice per year: one meeting in the Fall and one meeting in the Spring, with one meeting in Northern California and one meeting in Southern California. The parties will jointly agree to dates and locations. Should the parties agree to hold additional meetings, they must be by mutual agreement.

7. An initial meeting shall be held no later than thirty (30) days following the ratification of the full successor agreement. The Agenda for the first year shall include discussion of a jointly developed ASE peer-led training on the prevention of and just, equitable responses to sexual harassment and sexual violence.

8. The parties shall exchange agenda items for the Joint Committee meeting no later than seven (7) days prior to the meeting.

9. Nothing in this side letter obligates the parties to alter the language in Article 20 – Non Discrimination in Employment.

10. This side letter agreement shall be terminated with the expiration of the Agreement, unless the parties mutually agree to extend its terms beyond expiration of the Agreement.
SIDE LETTER
JOINT MEETING ON CAMPUS POLICING AND ASE WORKING CONDITIONS

Within one year of ratification, the Union and the University shall convene a systemwide Labor Management Meeting to discuss the effects of campus policing on ASE working conditions.

SIDE LETTER
UCSD BIOLOGICAL SCIENCES DIVISION

1. Doctoral graduate students in the Division of Biological Sciences (herein “Division”) completing the Division-supervised Graduate Instructional Apprentice program (herein “GIA program”) requirement will be appointed in the Academic Student Employee Teaching Assistant title code at 0% and shall be afforded all the protections outlined in this Agreement.

2. During the period in which graduate students are participating in the GIA program, the Division and relevant Division Faculty will monitor the teaching workload of the grad students who as part of the GIA program are acting as TAs in a classroom or teaching laboratory situation to insure that the work level does not exceed an average of 20 hours per week. If concern or conflict arise, the Division will work with GIA program Division Faculty to adjust research expectations as appropriate.

3. Graduate students who are completing the GIA program requirement will have direct access to the Faculty Head of Undergraduate Education in the Division as well as the Chair of the grad program to raise, discuss, and help mediate any concerns and conflicts regarding the GIA program.

4. The Division is committed to transparency regarding graduate student funding for all students in the Division. The Division will develop and implement a communication plan about graduate student funding. The communication plan will be monitored by the Division Graduate Committee, which meets regularly and includes student-elected Graduate Student Representatives.
SIDE LETTER
SIGNING BONUS

The University shall provide $100 lump sum payment for ASEs with 25% or greater appointments in the Fall 2018 academic term.

To be eligible for the Lump Sum Payment, an ASE must be employed on or before November 1, 2018.

Eligible ASEs employed by October 1, 2018 shall receive the lump sum payment with the November 1, 2018 monthly pay and the bi-weekly pay period which falls on or after November 1, 2018.

Eligible ASEs employed after October 1, 2018 but before November 1, 2018 shall receive the lump sum payment with the December 1, 2018 monthly pay and the bi-weekly pay period which falls on or after December 1, 2018.
EXHIBIT 2
Initial Bargaining Demands for 2022 Academic Student Employee Negotiations

The COVID-19 pandemic and the relentless rise in the cost of living in California has exposed and exacerbated deep inequalities in access to higher education. These demands reflect the unwavering commitment of 19,000 Academic Student Employees to improve equity and serve the public through research and education. Our labor is essential to making UC the country’s leading public university system, and better working conditions for Academic Student Employees will enhance and improve public higher education.

- **Pay all ASEs a living wage to recruit and retain a diverse workforce:** Increase compensation to recruit and retain a diverse workforce that keeps the UC system a top-tier institution and competitive with peer institutions. Provide more pathways for accurate, timely and more frequent pay. Improve benefits, including health care and retirement programs.

- **Eliminate rent burden so that no ASE pays more than 30% of their income in housing; housing is a workplace issue:** Provide all ASEs with affordable and quality housing near work and housing subsidies appropriate to the local cost of living, in order to reduce climate impacts, promote environmental justice, and improve diversity at UC and protect affordability and housing security in the broader community. Guarantee University housing for ASEs who face discriminatory housing practices.

- **Cover all tuition and fees; no ASE should pay to work at UC:** Provide all ASEs with full tuition and fee waivers, including in-state tuition, Non-Resident Supplemental Tuition, campus fees, and professional fees.

- **Fully remit dependent health care, expand paid parental leave, and cover the full cost of childcare for all ASEs:** To promote gender equity, provide affordable healthcare for dependents, expanded childcare support, expand paid leave, and provide access to University childcare facilities.

- **Create conditions that promote an inclusive, diverse, and safe workplace for all ASEs by supporting ASE-led peer trainings and retention measures:** Stop discrimination, harassment, and bullying of all forms, including by providing peer-led training on prevention and improved response options. Improve campus climate, support underrepresented groups, and expand education/training on countering intersectional forms of oppression. Improve funding opportunities and resources for scholars from marginalized communities to increase diversity and better support ASEs.

- **Increase support for International, Undocumented, Immigrant and Non-Citizen ASEs:** Waive Non-Resident Supplemental Tuition. Provide financial support for visa and immigration costs, appointments, and hearings. Expand paid leave for visa and immigration-related appointments, provide support for moving to the US (including campus housing access). Provide free tax and legal assistance. Waive all campus-based English Proficiency Exam Fees and Provide Reimbursement for all costs of mandatory language-based employment requirements. Expand UC’s Sanctuary Policy.
• **Improve options and processes to meet the access needs of disabled ASEs:**
  Improve options, processes, and rights to meet the access needs of disabled ASEs. Provide centralized resources for all ASEs' accommodations needs. Create decision-making bodies for access policies that include impacted ASEs.

• **Provide free access to public transportation for all ASEs, and work toward zero-emission campuses:** Provide free access to public transportation for all ASEs year round and provide sustainable parking opportunities. Provide workplace resilience to environmental events and protect ASEs against hazards brought on by climate change. Upgrade campus infrastructure to zero-emission. Expand bike infrastructure on campus. Include ASEs on decision-making bodies for UC sustainability initiatives.

• **Promote real campus safety by divesting from police and investing in UC communities:** Divest resources from campus policing to improve campus safety for all ASEs and redirect UCPD resources to mental health facilities and alternative campus safety programs.

• **Expand job security by increasing appointment lengths and improving the transparency and efficiency of hiring processes:** Improve appointment security and lengths to match departmental educational and workforce needs, and to remove the burden and delays of appointment assignments. Improve hiring processes for all ASEs, including posting processes.

• **Establish limits on class sizes and workload that promote quality educational outcomes:** Establish class sizes, workload, and appointments attuned to departmental educational goals and needs. Strengthen the regulation of class sizes and workload for ASEs. Establish decision-making bodies with ASEs regarding class sizes and educational outcomes.

• ** Guarantee that every ASEs' union rights are honored by expanding opportunities for orientation and providing accurate hiring information:** Guarantee that each ASE gets a union orientation and that hiring departments are trained in ASEs’ rights and protections. Provide the union with full, secure, and accurate information regarding ASE employment, clarify ASEs’ rights to bargain over changes to our working conditions, improve timelines for resolution of workplace issues, and strengthen ASEs’ and the union's ability to enforce our rights.

• **Cover all costs of moving to UC to work:** Cover all costs of moving to UC and moving while working at the University.
EXHIBIT 3
ARTICLE 30
WAGES

A. GENERAL RANGE ADJUSTMENTS

1. Academic Year 2018-2019
   The University shall increase the wage ranges/rates for all ASE titles by 3.0%.
   Implementation of the prospective increase shall coincide with the first full pay period in
   the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

2. Academic Year 2019-2020
   The University shall increase the wage ranges/rates for all ASE titles by 3.0%.
   Implementation of the prospective increase shall coincide with the first full pay period in
   the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

3. Academic Year 2020-2021
   The University shall increase the wage ranges/rates for all ASE titles by 3.0%.
   Implementation of the prospective increase shall coincide with the first full pay period in
   the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

4. Academic Year 2021-2022
   The University shall increase the wage ranges/rates for all ASE titles by 3.0%.
   Implementation of the prospective increase shall coincide with the first full pay period in
   the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after the October 1 for bi-weekly paid employees.

1. Academic Year 2022-2023:
   a. The University shall on the effective date of the agreement increase wage ranges/rates for all ASE titles, except those under A.1.b., by at least a percentage sufficient to ensure that ASEs on all campuses working or funded for the equivalent of 50% Full Time Employment or more are not rent burdened, defined as having gross income less than 3.33 times the median rent in the locality of any UC campus; the methodology for calculating “median rent” shall be mutually agreed to by the University and the Union.
   b. The University shall, upon the effective date of this agreement, increase undergraduate tutor and undergraduate reader wages to at least $25 per hour.

2. All subsequent Academic Years during the life of the contract:
   The University shall increase wage ranges/rates for all ASE titles by at least either 10%, or the highest year-over-year median rent increase in the locality of any UC campus, whichever is greater; the methodology for calculating “median rent” shall be mutually agreed to by the University and the Union. Implementation of the prospective increase shall coincide with the first full pay period in the Fall term commencing October 1st.
B. GENERAL PROVISIONS

1. **Nothing shall preclude the University from providing compensation to ASEs at rates above those required in this Article. If such additional compensation from any source is paid during an ASE appointment, the University is obligated to maintain that same compensation rate for the relevant appointment consistent with this Article, and such compensation rate shall be reflected in the written appointment notification letter.**

2. **The University and the Union shall agree upon fair and consistent pay steps, range and progressions across the UC campuses.**

3. **All ASEs shall be paid on a biweekly basis.**

4. The actual salary ranges/rates following application of any range adjustments applied pursuant to this Article may vary slightly due to rounding.

C. UCLA FRESHMAN/TRANSFER SUMMER PROGRAM (F/TSP)

At UCLA, tutors in the F/TSP program will be paid a minimum of $5,139.00 for the entire six-week program with a workload not to exceed 240 hours and will not be paid on an hourly basis as described in Article 25.A.3 and F.3. This minimum does not include required training prior to the start of the program, which will be compensated on an hourly basis.

C. RESOLUTION PROCEDURES

Reports of alleged violations of Sections A-C above and/or University Policy regarding pay and compensation for individual ASEs is subject to the grievance/arbitration procedure, as modified by the expedited process described below.

1. **Informal Resolution Meetings**

   a. **The UAW and the University Office of the President shall meet monthly within 7 days of UAW request to discuss and resolve all outstanding pay issues.**

   b. **The University may invite attendees from relevant payroll offices, including UCPath, to attend.**

   c. **All allegations of incorrect, late, or missed pay raised during the meeting shall be addressed within 7 days of the meeting.**

   d. **By written agreement by both parties, time limits for resolution may be extended.**

2. **Expedited Arbitration**

   a. **Any pay issues raised in a UAW/UC monthly resolution meeting that is not resolved within 7 days, or an alternative timeline agreed upon by the parties, may immediately be appealed to arbitration.**
b. Such expedited arbitration hearings shall be held on a mutually agreeable date within 14 days of the date of the arbitration submission. Such arbitrations concerning this section shall be conducted without court reporter’s transcripts or post-hearing briefs. The arbitrator shall provide a bench decision which becomes effective immediately and provide a written opinion and award.

3. Penalties

a. For each pay issue that is raised by the Union to the University, the University shall remit $200 to the impacted ASE on their next paycheck.
ARTICLE 2
APPOINTMENT NOTIFICATION

A. WRITTEN NOTIFICATION

1. GUARANTEE OF APPOINTMENT

Consistent with the University’s stated commitment to provide full funding for the duration of a PhD program, the University shall offer at minimum:

a. For individuals enrolled in PhD programs, 50% Full Time Employment appointments, or equivalent funding or employment, for the duration of the normative time to degree from the time they begin the PhD program. As part of this commitment, the University shall offer summer graduate employment or funding for three months to support engaging in scholarship and research. The pay rate for these summer opportunities shall be at least equivalent to the 50% FTE TA pay rate.

b. For other members of the unit, 12 month offers of employment of which an ASE can elect which academic terms they wish to be employed.

2. Teaching Assistant, Associate In, Special Reader, Acting Instructor – Graduate Student and Teaching Fellow

a. TIMING OF NOTICE

1. The University shall issue written notices of appointment in the Spring quarter/semester or as soon as practicable after hiring decisions are made, the University shall provide written notice of appointment (e.g., letter or e-mail) by email to individuals offered an ASE appointment. No later than April 1 of each year, the University shall send notice to hiring departments reminding them of their obligations under this paragraph. The University shall provide copies of such notice to the Union by email no later than the first hiring department receives such notice.

2. The University recognizes year long appointments provide job security for academic student employees. When practicable, the University shall offer year long appointments; however, nothing in this article obligates the University to do so when not practicable.

3. Should positions become available after the commencement of the academic year, written notices of appointment shall be issued no less than thirty (30) days before the start of the appointment.

4. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

b. FORM AND CONTENT

Written notices of appointment shall be sent by email and may also be sent by U.S. mail, campus mail, or hand delivery, and will include the following:
1. the applicable appointment title,

2. appointment percentage (or range of hours),

3. effective dates,

4. salary/wages,

5. health and other applicable benefits or deductions,

6. hiring unit,

7. hiring unit contact,

8. response requirements,

9. a statement that the position is covered by the collective bargaining agreement between the parties,

10. a statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the applicable process,

11. a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,

12. a reference to Article 4 – Childcare and a link to childcare reimbursement information and eligibility,

13. the time and place of any applicable new ASE orientations,

14. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),

15. the contract website address,

16. a link to the UAW 2865 website and,

17. a statement that the ASE may contact the UAW for assistance.

c. SUPPLEMENTAL DOCUMENTATION

1. TIMING

   a. At least thirty (30) days prior to the beginning of the term, the University will provide to Teaching Assistants, Associates In, Special Readers and Teaching Fellows supplemental documentation in accordance with Article 2.A.1.c.2. The University will provide copies of all supplemental documentation to the Union.

   b. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive supplemental documentation (Appendix C and other relevant documents) no less than thirty (30) days before the start of the assignment.
c. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

2. FORM AND CONTENT OF SUPPLEMENTAL DOCUMENTATION

Supplemental documentation shall set forth the following:

a. a description of required duties (Appendix C and other relevant documents);

b. faculty member or supervisor to whom the individual will report;

c. the location where the work will be performed if known;

d. the class assigned if applicable;

e. description of the required duties;

f. departmental policy on class, section and/or lab size where it exists; and

g. it may include estimated time for effective completion of each duty; and

h. a workload grid for the ASE’s personal use.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing. The University shall send a copy of each correspondence indicated in this paragraph to the Union by email.

2.3. Reader, Remedial Tutor and Tutor

a. TIMING OF NOTICE

1. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive written notification of the appointment (e.g., letter or email) by email no less than thirty (30) days before the start of the assignment.

2. In cases in which a position becomes available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

b. FORM AND CONTENT

Written notices of appointment shall be sent by email and may also be sent by U.S. mail, campus mail, or hand delivery, and will include the following:

1. the applicable appointment title,

2. appointment percentage (or range of hours),

3. effective dates,

4. salary/wages,
5. health and other applicable benefits or deductions,

6. hiring unit,

7. hiring unit contact,

8. response requirements,

9. a statement that the position is covered by the collective bargaining agreement between the parties,

10. A statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the application process,

11. a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,

12. a reference to Article 4 – Childcare and a link to childcare reimbursement information and eligibility,

13. the time and place of any applicable new ASE orientations,

14. the contract website address,

15. a link to the UAW 2865 website,

16. a statement that the ASE may contact the UAW for assistance

17. the faculty member or supervisor to whom the individual will report if known,

18. the location where the work will be performed if known,

19. the class assigned if applicable,

20. the departmental reader/tutor pay formula,

21. description of required duties (Appendix C and other relevant documents),

22. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),

23. it may include estimated time for effective completion of each duty; and

24. a workload grid for the ASE’s personal use.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing, The University shall send a copy of each correspondence indicated in this paragraph to the Union by email.

B. NOTIFICATION OF CHANGES
When an ASE perceives the ASE may exceed the daily, weekly or term (quarter or semester) maximum number of hours in the ASE’s appointment, the ASE shall communicate this fact to the faculty supervisor. If an ASE is going to exceed the daily, weekly or term maximum number of hours of the ASE’s appointment, the University shall either:

1. Increase the ASE’s appointment percentage to be consistent with the number of hours she or he will work and/or (at the option of the ASE).

2. Modify the ASE’s work assignment such that the number of hours worked will be consistent with her or his appointment percentage and workload limits and/or (at the option of the ASE).

3. Provide another remedy requested by the ASE.

Any changes pursuant to Subsections C.1 and C.2 above shall be communicated to the ASE in writing.

C. FAILURE TO RESPOND

The University may consider an individual who fails to respond, as required in the notice, to have rejected the appointment.
EXHIBIT 5
ARTICLE 2
APPOINTMENT NOTIFICATION

A. WRITTEN NOTIFICATION


   a. An individual may only receive an Academic Student Employee appointment through a Written Notice of Appointment. A Written Notice of Appointment is a document which meets the requirements of Sections A.2.b and A.3.b. [References in this Article and throughout the Agreement to “appointment notification” “written notification of appointment” will be changed to Written Notice of Appointment.]

   b. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, and the timely submission of all documents required by the University to process a request for work authorization.

2. Teaching Assistant, Associate In, Special Reader, Acting Instructor – Graduate Student and Teaching Fellow

   a. TIMING OF NOTICE

      1. The University shall issue written notices of appointment in the Spring quarter/semester or as soon as practicable after hiring decisions are made, the University shall provide a written notice of appointment (e.g., letter or e-mail) to individuals offered an ASE appointment. No later than April 1 of each year, the University shall send notice to hiring departments reminding them of their obligations under this paragraph.

      2. The University recognizes year long appointments provide job security for academic student employees. When practicable, the University shall offer year long appointments; however, nothing in this article obligates the University to do so when not practicable.

      3. Should positions become available after the commencement of the academic year, written notices of appointment shall be issued no less than thirty (30) days before the start of the appointment.

      4. In cases in which positions become available less than thirty
(30) days before the commencement of an academic term, notification will be made as soon as possible.

b. FORM AND CONTENT

Written notices of appointment shall be sent by email and may also be sent by U.S. mail, campus mail, or hand delivery, and will include the following:

1. the applicable appointment title,
2. appointment percentage (or range of hours),
3. effective dates,
4. salary/wages,
5. health and other applicable benefits or deductions,
6. hiring unit,
7. hiring unit contact,
8. response requirements,
9. a statement that the position is covered by the collective bargaining agreement between the parties,
10. a statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the applicable process,
11. a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,
12. a reference to Article 4 - Childcare and a link to childcare reimbursement information and eligibility,
13. the time and place of any applicable new ASE orientations,
14. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),
15. the contract website address,
16. a link to the UAW 2865 website and,
17. a statement that the ASE may contact the UAW for assistance
c. SUPPLEMENTAL DOCUMENTATION

1. TIMING

a. At least thirty (30) days prior to the beginning of the term, the University will provide to Teaching Assistants, Associates In, Special Readers and Teaching Fellows supplemental documentation in accordance with Article 2.A.1.c.2.

b. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive supplemental documentation (Appendix C and other relevant documents) no less than thirty (30) days before the start of the assignment.

c. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

2. FORM AND CONTENT OF SUPPLEMENTAL DOCUMENTATION

Supplemental documentation shall set forth the following:

a. a description of required duties (Appendix C and other relevant documents);

b. faculty member or supervisor to whom the individual will report;

c. the location where the work will be performed if known;

d. the class assigned if applicable;

e. description of the required duties;

f. departmental policy on class, section and/or lab size where it exists; and

g. it may include estimated time for effective completion of each duty.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

3. Reader, Remedial Tutor and Tutor
a. TIMING OF NOTICE

1. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive written notification of the appointment (e.g., letter or email)-no less than thirty (30) days before the start of the assignment.

2. In cases in which a position becomes available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

b. FORM AND CONTENT

Written notices of appointment shall be sent by email and may also be sent by U.S. mail, campus mail, or hand delivery, and will include the following:

1. the applicable appointment title,
2. appointment percentage (or range of hours),
3. effective dates,
4. salary/wages,
5. health and other applicable benefits or deductions,
6. hiring unit,
7. hiring unit contact,
8. response requirements,
9. a statement that the position is covered by the collective bargaining agreement between the parties,
10. A statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 20 of the BX agreement for the application process,
11. a statement that an ASE who anticipates an accommodation should refer to Article 23 of the BX agreement for the applicable process,
12. a reference to Article 4 - Childcare and a link to childcare reimbursement information and eligibility,
13. the time and place of any applicable new ASE orientations,
the contract website address,
15. a link to the UAW 2865 website,
16. a statement that the ASE may contact the UAW for assistance
17. the faculty member or supervisor to whom the individual will report if known,
18. the location where the work will be performed if known,
19. the class assigned if applicable,
20. the departmental reader/tutor pay formula,
21. description of required duties (Appendix C and other relevant documents),
22. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),
23. it may include estimated time for effective completion of each duty.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

B. NOTIFICATION OF CHANGES (covered in Workload)

When an ASE perceives the ASE may exceed the daily, weekly or term (quarter or semester) maximum number of hours in the ASE’s appointment, the ASE shall communicate this fact to the faculty supervisor. If an ASE is going to exceed the daily, weekly or term maximum number of hours of the ASE’s appointment, the University shall either:

1. Increase the ASE’s appointment percentage to be consistent with the number of hours the ASE will work; and/or,

2. Modify the ASE’s work assignment such that the number of hours worked will be consistent with the ASE’s appointment percentage and workload limits.

Any changes pursuant to Subsections C.1 and C.2 above shall be communicated to the ASE in writing.

C. FAILURE TO RESPOND
The University may consider an individual who fails to respond, as required in the notice, to have rejected the appointment.
Student Researchers United-UAW Initial Bargaining Demands (IBDs)

Wages, Compensation, and Benefits
Increase compensation to recruit and retain a diverse workforce that keeps the UC system a top-tier institution and competitive with peer institutions. Provide accurate, timely, and regular pay. Improve healthcare, mental health, dental, vision, and retirement benefits. Ensure a baseline level of fair pay and a living wage for all SRs.

Housing
Ensure that no SR is rent burdened (i.e. paying 30 percent or more of their income in rent). Provide all SRs with affordable, quality housing near their workplace and housing subsidies appropriate to their local cost of living. Guarantee UC housing for SRs who face discriminatory housing practices. Provide moving costs to SRs who must relocate to work at UC.

Transit and Climate
Expand transit options and incentivize the use of public transit in order to reduce climate impacts. Provide SRs with affordable, accessible, and sustainable parking opportunities. Provide workplace resilience to environmental events and protect SRs against the hazards of climate change. Upgrade campus infrastructure to be emission-free. Expand campus infrastructure to encourage bike transport. Include SRs on decision-making bodies for UC sustainability initiatives.

A More Just, Equitable, and Inclusive Workplace
Protect SRs against discrimination, harassment, and bullying of all forms. Establish a neutral, binding, and survivor-centered grievance process for affected SRs. Provide paid peer-led trainings and improved response options. Improve campus climate, support underrepresented groups, and expand education/training on countering intersectional forms of oppression. Improve funding opportunities and resources for SRs from marginalized communities to increase diversity and better support SRs.
Accessibility
Improve rights of disabled SRs to determine options and processes to meet their access needs. Proactively reach out to and provide centralized resources for all SRs’ accessibility needs. Create decision-making bodies for access policies that include impacted SRs. Provide equitable, affordable, and accessible housing for disabled SRs.

Support for Parents and Families
Support all parents and families to promote gender equity. Provide affordable healthcare for dependents and access to UC childcare facilities. Expand childcare support, paid leave, and accommodations for new parents.

Policing
Reallocate UCPD funding towards non-police forms of campus safety. Invest in mental healthcare, transformative justice practices, and programs for Black, Indigenous, and other communities which have been historically displaced and policed by UC.

International and Immigrant Student Researchers
Waive Non-Resident Supplemental Tuition. Provide financial support for visa and immigration costs, appointments, and hearings. Expand paid leave for visa and immigration-related appointments, provide support for moving to the US (including campus housing access). Provide free tax and legal assistance for all SRs. Waive all campus-based English proficiency exam fees and provide reimbursement for all costs of mandatory language-based employment requirements. Expand UC’s Sanctuary Policy.

Appointments and Job Security
Guarantee timely written notification of SR appointments before they begin. Provide description of duties and expectations at the beginning of appointment. Ensure fair appointment lengths. Support SRs transitioning to a new lab, PI, or funding source.

Grievance and Arbitration
Establish just-cause protections against unfair discipline and dismissal. Establish a fair and timely grievance procedure with access to neutral and binding arbitration.

Union Rights
Guarantee that each SR gets a mandatory union orientation and that hiring departments are trained in SR rights and protections. Provide the Union with full, secure, and accurate information regarding SR employment. Improve timelines for resolution of workplace issues. Strengthen the ability of SRs and the Union to enforce our rights.
Health and Safety
Ensure a safe and healthy work environment. Provide necessary personal protective equipment, accessible personal workspace, necessary workspace and materials, and guaranteed workers’ compensation coverage for workplace-related injuries.

Workload
Protect against unreasonable and arbitrary workloads or scheduling.

Personnel Files and Evaluation
Guarantee that all SRs shall be able to review, copy, and supplement their own personnel files and evaluations, and shall retain the right to the confidentiality of those files. Ensure access to these files shall be granted in a timely fashion.

Past Practices
Maintain past practices which involve terms and conditions of employment and which are not in conflict with provisions of the contract.

The Union reserves the right to submit proposals on additional bargaining topics not specifically listed and modify any proposal.
COMPREHENSIVE PROPOSAL BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO

GRADUATE STUDENT RESEARCHERS UNIT
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ARTICLE 1
RECOGNITION

A. This Memorandum of Understanding, hereinafter referred to as the “Agreement”, is entered into by and between The Regents of the University of California, a corporation hereinafter referred to as the “University”, or “UC”, or “management”, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO, and its Local Union, hereinafter referred to as the “UAW” or the “Union”.

B. The University recognizes the UAW, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for graduate student researchers employed by the University and who are in the bargaining unit as described below. The bargaining unit consists of the following employees, pursuant to the parties’ Recognition Agreement dated December 8, 2021:

1. Graduate Student Researcher – Category of Employees

   a. Definition: Graduate student who performs research as a condition of receiving financial remuneration from funding generated by the University in an academic department or research unit, provided that the graduate student is performing this funded research under the control of the University and under the specific direction of a faculty member or authorized Principal Investigator.

   b. These title and job codes will be applicable to this category of Graduate Student Employees:

   i. GSR-FULL FEE REM, 3282
   ii. GSR-FULL TUIT & PARTIAL FEE REM, 3283
   iii. GSR-NO REM, 3266
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   xi. GSR-TUIT & FEE REM-UCSD-GRP G, 3264

2. “Trainee” Category of Employees

   a. Definition: Where the graduate student meets the terms identified in Section B.1.a and the funding source from which they receive remuneration deems that the money provided cannot be characterized as wages, the graduate student
is an employee and the University will place the graduate student employee in a new “Trainee” title code that reflects that the money provided is not subject to a W-2.

b. Trainees include students who meet the definition in B.1 and who are funded by one of the following sources:

i. National Institutes of Health Institutional Training Grants T32, T35, T90/R90, D43, D71
ii. Food and Agricultural Sciences National Needs Graduate and Postgraduate Fellowship
iii. National Sciences Foundation Research Traineeship Program

c. Titles and Title Codes: The University will use the following titles and job codes for Trainees:

i. 003150 GSR-TRAINEE-NO REM
ii. 003151 GSR-TRAINEE-TUIT&FEE REM

3. “Fellow” Category of Employees

a. Definition: Graduate student who (i) obtains individual fellowship(s) where receipt of the fellowship funding requires the performance of a service for the University; and (ii) performs research in an academic department or research unit, provided that the graduate student is performing this fellowship research under the control of the University and under the specific direction of a faculty member or authorized Principal Investigator.

b. Fellows include students who meet the definition in B.3.a and who are funded by one of the following sources:

i. National Institutes of Health Individual Fellowships F30, F31, and F31-Diversity
ii. National Science Foundation Graduate Research Fellowship
iii. National Defense Science and Engineering Graduate Fellowship
iv. Department of Energy Computational Science Graduate Fellowship
v. National Aeronautics and Space Administration Space Technology Graduate Research Opportunities Fellowship

c. Titles and Title Codes: The University will use the following titles and job codes for Fellows:

i. 003140 GSR-FELLOWSHIP-NO REM
ii. 003141 GSR-FELLOWSHIP-TUIT&FEE REM
4. Graduate Student Research Assistants at Lawrence Berkeley National Laboratory – Category of Employees

a. LBNL titles and job codes are as follows:


5. The term "Graduate Student Researcher" or "GSR" shall be used throughout this Agreement to refer to all Graduate Student Researchers (section A), Trainees (section B), Fellows (section C), and GSRAs (section D) in the bargaining unit. When there is a distinction in the terms and conditions of employment that apply to the GSRs in section A above versus the Trainees, Fellows, or GSRAs, those distinctions shall be described by reference to those titles.

C. EXCLUSION FROM THE UNIT:

1. Anyone not defined as employees above are excluded from the unit, including, but not limited to:

   a. All employees defined by HEERA as managerial, supervisory and/or confidential;

   b. All employees of Lawrence Livermore National Laboratory and Los Alamos National Laboratory;

   c. All employees in title code CWR003 – Visiting Student Res-Graduate;

   d. All positions that are exclusively represented at the time of this petition;

   e. All staff positions covered by the University of California Office of the President Personnel Policies for Staff Members; and

   f. Students who receive funding, including financial aid awards, to pursue a course of study with no or de minimis service expectation imposed by the University, and whose receipt of these funds does not require the performance of service at the direction and control of the University.

2. The parties recognize that members of the bargaining unit are students in the University’s graduate programs, and even when performing work as defined by this Agreement, they retain their status as students. Consequently, the University shall continue to exercise sole authority on all decisions involving academic and student matters. The University’s authority includes, without limitation, the right to
determine the number of bargaining unit positions, the appointment of individuals to those positions, the criteria for appointment to those positions, and the content and supervision of research programs. Only bargaining unit members’ status as employees shall be covered by this agreement.

3. Nothing in this Agreement shall be construed to prevent the University from exercising its academic authority through established University governance processes and procedures, nor does it prevent the University or any administrator or faculty member from meeting with individuals or groups of graduate students and/or any University organization or group, including student and Departmental organizations, to hear their view on any academic matter, to consider and discuss concerns and requests, and to act on those matters.

D. The parties may agree to modify the recognized unit pursuant to the rules and regulations of the Public Employment Relations Board (PERB).
ARTICLE __  
APPOINTMENT NOTIFICATION

A. GENERAL PROVISIONS

1. An individual may only receive a GSR appointment through a Written Notice of Appointment. A Written Notice of Appointment is a document which meets the requirements of Section B below. In addition, individuals must satisfy academic eligibility requirements, training grant and fellowship requirements (where applicable), work eligibility requirements for U.S. citizens and non-citizens, and timely submit all documents required by the University to process a request for work authorization.

2. Communications other than the Written Notice of Appointment between a UC faculty member or other potential supervisor and a potential GSR do not constitute a formal appointment offer. This includes offers of admission that include statements of financial support.

B. FORM AND CONTENT

1. A Written Notice of Appointment shall be sent electronically and may also be sent by U.S. mail, campus mail, or hand delivery, and will include the following:

   a. the applicable appointment title;
   b. appointment percentage;
   c. effective start and end dates of the appointment;
   d. salary/wages/stipend;
   e. tuition, fee, and health benefit remissions, if applicable;
   f. hiring unit;
   g. hiring unit contact;
   h. a brief statement of the required work duties;
   i. the name of the faculty member or supervisor to whom the GSR will report;
   j. the worksite;
   k. response requirements;
   l. a statement that the position is covered by the collective bargaining agreement between the parties;
   m. reference to Article __ - Childcare and a link to childcare reimbursement information and eligibility;
   n. information regarding any applicable new GSR orientations;
   o. A statement that the GSR will have an employment file and that new material may be added to it over the course of their employment, and how to access their file;
   p. a statement that the name and department address of all GSRs are released to the UAW each term (quarter/semester); and
   q. the contract website address;
2. When practicable, notices shall be sent thirty (30) calendar days in advance of the appointment start date.

3. Campuses may provide additional information in appointment letters.

4. A sample appointment letter is appended to this Agreement as Appendix A.
ARTICLE __
CHILDCARE

A. PARTICIPATION IN CAMPUS CHILDCARE PROGRAMS

1. GSRs shall be eligible to participate in a campus childcare program, if any, including subsidies and other financial assistance, in accordance with the provisions of each location’s childcare program. Each location shall post information regarding its childcare program on the web.

B. SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM

1. Upon ratification of the contract, each eligible GSR shall receive up to $1100 per quarter or $1650 per semester for expenses incurred during the GSR’s appointment period. The campus childcare program will define reimbursable expenses and related procedures.

2. An eligible GSR is a (i) registered graduate student with a GSR appointment(s) or with a combination of other eligible ASE appointment(s) totaling 25% or more of full-time for the entire quarter/semester for which childcare reimbursement is sought; (ii) who has qualified dependent(s). For the purposes of this program, qualified dependents shall include children, in the custody of the GSR, who are age 12 or under on July 1st, and; (iii) has submitted a request for reimbursement no later than thirty (30) calendar days following the quarter/semester for which childcare reimbursement is sought.

3. A GSR who received a childcare reimbursement through an ASE appointment or through a combination of a GSR/ASE appointments is eligible to receive only one childcare reimbursement up to the maximum in Section B.1.a above per quarter/semester.

4. The University shall post the system wide childcare enrollment form on-line.

5. Any childcare reimbursement provided to a GSR through a training grant or external fellowship shall satisfy the requirements of Section B and the amount shall be deducted from the amounts set forth in Section B.1.a above. If the training grant or external fellowship provides for a greater amount for childcare reimbursement than the amounts set forth in Section B.1.a above, the Trainee or Fellow shall receive the full award amount from the training grant or external fellowship and shall not have access to the System-wide Childcare Reimbursement Program.

C. DEPCARE PARTICIPATION
1. All GSRs with UC SHIP shall be entitled to participate in the UC Dependent Care Reimbursement Program. The terms of this plan shall be determined by UC in accordance with Internal Revenue Service regulations.

D. GSRs may claim childcare expenses from the System-wide Childcare Reimbursement Program, DepCare, or local campus childcare program but may not access more than one program.
ARTICLE __
DEFINED CONTRIBUTION AND UNIVERSITY RETIREMENT PLAN(S)

A. Eligible GSRs (as defined exclusively by UC plan requirements) may be required to contribute to the University of California Defined Contribution Plan (DC Plan) as Safe Harbor participants and may be eligible to make voluntary contributions to any of the University of California Retirement Savings Program plans, in accordance with the UC plan requirements. UC plan requirements, including those for the DC Plan, exclusively govern the eligibility of GSRs to participate in any plan and eligibility for participation is non-grievable.

B. GSRs who held University of California Retirement Program (UCRP)-eligible positions without a break in service immediately prior to their GSR appointments retain eligibility to participate in UCRP or DC Plan (as a Savings Choice participant) in accordance with UCRP and DC Plan Documents and Regulations.

C. If a GSR is required to participate in a retirement program under either A or B above, GSRs shall make mandatory employee retirement program contributions to the same extent at the same time and in the same amount as other eligible represented academic employees.

D. GSRs shall be responsible for all fees associated with the administration of the University Retirement Savings Program in the same manner as they apply to other represented academic employees at the same campus. Should the University change the methodology by which the fees are imposed, the University shall provide a thirty (30) day notice and engage in a meet and discuss process over the effect of the change in methodology on bargaining unit members. However, the holding of such meeting shall not delay the implementation of such changes.

E. The University reserves the sole, non-grievable discretion to make modifications to its retirement plans from time to time during the term of this Agreement.
ARTICLE __
DEFINITIONS

A. A “Graduate Student Researcher” (GSR) is an individual employed in a bargaining unit title. Bargaining unit titles are listed in Article 1, Recognition.

B. “Sole discretion” means the non-grievable, non-arbitrable authority of the University of California.
ARTICLE __
DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

1. The University may discipline or dismiss a GSR for reasons including, but not limited to, misconduct, unsatisfactory work performance, violation of University policy or procedure, or other dereliction of duty. Discipline and dismissal must be based on just cause.

2. Discipline as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and not to determinations by the University to dismiss a student from the University or take disciplinary action against a student for academic reasons, including but not limited to grades, academic assessments or performance, student conduct, enrollment requirements (e.g., Immunization, mandatory training, provisional admission requirements), authorship decisions, or for non-job-related disciplinary reasons. Any and all academic or student related investigatory or disciplinary actions undertaken shall be distinct and separate from employment status and are not subject to this Agreement.

3. The Union acknowledges it has no right to interfere with or grieve decisions regarding student status, including such decisions that may impact a student’s employment or eligibility for employment. The Union further acknowledges that an individual who ceases have graduate student status cannot continue to serve in a bargaining unit position.

4. The non-reappointment of a bargaining unit member, the failure to offer an employment appointment to a graduate student, or feedback and performance evaluations does not constitute discipline or dismissal under this article.

B. DEFINITIONS

1. “Discipline” is a written warning, suspension without pay, or dismissal

   a. A “written warning” is a communication that informs the GSR of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency. A written warning is to be distinguished from an informal spoken warning.

   b. A “suspension without pay” is debarment without pay from appointment responsibilities for a stated period of time. Unless otherwise noted, the terms of a suspension will include loss of normal employee privileges.

   c. “Dismissal” is the termination of an appointment initiated by the University prior
to the end date of the appointment.

d. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable.

2. The University may take other disciplinary actions consistent with extramural funding agency requirements.

3. A copy of the disciplinary action shall be placed in the GSR’s employment file.

C. WRITTEN NOTICE OF INTENT

1. The University shall provide written notice of intent, as described in Section C.2 for the following actions: suspension without pay or dismissal.

2. Issuance

a. Written notice of intent shall be given to the affected GSR in the unit, either by delivery of the notice to the GSR in person, or official University e-mail address, or by placing the notice of intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the GSR at the last known home address of the GSR, with a copy by campus mail to the campus office address of the GSR. It shall be the responsibility of the GSR to inform the designated University office in writing of their current home address and of any change in such address, and the information so provided shall constitute “the GSR's last known home address.”

b. Whether delivery is made in person, by email, or by mail, the notice of intent shall contain a statement of delivery or mailing indicating the date on which the notice of intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be presumed to be the date of issuance of the notice of intent.

c. A copy of the notice of intent shall be sent to the UAW. Home address of the GSR will be redacted if the GSR has requested that such information not be released.

3. Content

a. The notice of intent shall:

   i. inform the GSR of the disciplinary or dismissal action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;
ii. inform the GSR of the right to respond and to whom to respond within the applicable time limit in accordance with Section C; and

iii. inform the GSR of the right to representation by a representative of their choice.

D. RESPONSE TO WRITTEN NOTICE OF INTENT

1. The GSR shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten (10) calendar days from the date of the issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent provided to the GSR. A GSR’s representative may respond to the Notice of Intent on behalf of the GSR. The University shall review any timely responses received.

E. WRITTEN NOTICE OF ACTION

1. After review of a timely response, if any, the University shall notify the GSR of any action to be taken and its effective date, as well as the rights set out under Article ___, Grievance and Arbitration.

2. Such action may not include discipline more severe than that included in the written notice of intent; however, the University may reduce such discipline without the issuance of a further written notice of intent.

3. A copy of the notice shall be sent to the UAW via e-mail or US Postal Service. Home address of the GSR will be redacted if the GSR has requested that such information not be released.

F. INVESTIGATORY LEAVE

1. The University may place a GSR on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the GSR from all work duties and/or require removing the GSR from the premises.

2. Investigatory leave shall not be considered a form of discipline.

3. The University will provide the GSR and the GSR’s representative with a written confirmation of the terms and reasons for the investigatory leave, provided the reason(s) does not put other individuals in harm’s way.
ARTICLE __
DURATION OF AGREEMENT

A. DURATION

1. The terms and conditions of this Agreement shall remain in full force and effect commencing upon ratification by the parties and shall terminate at 11:59 a.m. on May 31, 2026.

2. Neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the Agreement.

B. SUCCESSOR AGREEMENT NEGOTIATIONS

1. No later than December 1, 2025, the Union shall notify the University if it intends to open the Agreement for successor negotiations.

2. The University shall have until December 15, 2025 to notify the Union if it intends to open the Agreement for successor negotiations.

3. If neither party notifies the other of its intent to open the Agreement for successor negotiations, the Agreement shall remain in full force and effect and the procedures in Section C below shall apply.

4. If the conditions under B.1. and B.2 are met, the Union shall provide the University with written notice of its selected article(s) and a list of bargaining team members by no later than January 14, 2026.

5. If the conditions under B.1., B.2., and B.4. are met, the University shall provide the Union with written notice of its selected article(s) by no later than January 28, 2026.

6. By February 4, 2026, the parties shall set a mutually agreeable start date for the commencement of negotiations.

C. CONTINUATION OF AGREEMENT

1. In the event that neither party gives timely notice as set forth in this section, this Agreement shall remain in effect on a year-to-year basis, from June 1st until the following May 31st.

2. In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than December 1st of the applicable academic year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in Section B., above.
ARTICLE __
EMPLOYMENT FILE(S) AND EVALUATIONS

A. EMPLOYMENT FILES

“Employment file” shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) pertaining to a GSR’s employment in the bargaining unit. Materials related to the graduate student’s academic progress, including, but not limited to their academic portfolio, studies, courses, and grades shall not be considered part of the employment file.

1. The University shall designate the location where GSRs or their designated representatives may obtain access to the GSR’s employment file(s).

2. GSRs will be notified in their appointment notice that employment files are established and maintained for GSRs and new material may be added periodically during the term of their employment.

3. Additionally, a GSR may make a request to their supervisor to add information related to their performance as a GSR to their employment file. Such requests shall be made no later than thirty (30) calendar days following the conclusion of the appointment. The University shall have the sole discretion to approve such requests.

4. A GSR may authorize representatives to review their employment file(s). The authorization shall be valid for the period designated by the individual or, if no time period is designated, for up to one calendar year from the date of authorization. The designee shall have access to all employment information in the file(s).

5. The University shall provide a GSR or their representatives access to or a copy of the GSR’s employment file(s) as soon as practicable, but no later than thirty (30) calendar days following the University’s receipt of a written request. One copy of employment file(s) material shall be free; subsequent copies shall be ten (10) cents per page.

6. If a GSR disagrees with evaluative material in their file(s), they may append material to the file(s). If an individual is no longer employed when the evaluative material is placed into the file, the GSR has thirty (30) calendar days from the date the GSR reviewed their file(s) or knew or reasonably should have known that it was placed into the file to append material to the file.

7. If an employment file contains factual non-evaluative information that is incorrect, the GSR may request correction of the file(s) within thirty (30) calendar days of discovery. If an GSR is no longer employed when the factual non-evaluative information is placed into the file, the GSR has thirty (30) calendar days from the
date the GSR reviewed their file(s) or knew or reasonably should have known that it was placed into the file to request correction.

8. Records involving the processing of a grievance, such as grievance/appeals, UC grievance responses, and settlement documents shall not be placed in the GSR's employment file(s).

B. EMPLOYMENT EVALUATIONS

1. “Employment evaluation” is the faculty member or supervisor's written assessment(s) of an GSR's employment performance, excluding evaluations of their graduate student status, including, but not limited to academic progress, academic portfolio, studies, courses, and grades.

2. The employing department or hiring unit shall communicate evaluation criteria and procedures for written employment evaluations, if any, to employees and the UAW any time upon request.
ARTICLE __
FEE REMISSION

A. ELIGIBILITY

1. A GSR who is a registered graduate student with a GSR appointment(s) or a combination of a GSR and ASE appointment(s) totaling 25% or more of full-time for an entire given quarter/semester is eligible to participate in the University’s Partial Fee Remission Program for Tuition and Fees.

2. A GSR is eligible to receive only one Partial Fee Remission per quarter/semester.

3. Trainees and Fellows shall be eligible for the University’s Partial Fee Remission Program for Tuition and Fees if the external granting agency requires that the University cover the tuition and fees rather than the external granting agency.

4. A GSR who is eligible to receive a tuition or fee remission through an ASE appointment or through a combination of a GSR and ASE appointment is eligible to receive up to a maximum of one full tuition and fee remission for the given quarter/semester. The amount of the tuition and fee remission may not exceed the amount of tuition and fees charged by the University.

B. PARTIAL FEE REMISSION

For those GSRs eligible for a Partial Fee Remission, the University will provide:

1. A Partial Fee Remission of 100% of Tuition and the Student Services Fee;

2. Partial Fee Remission of $100 per quarter or $150 per semester to partially cover campus fees.

C. FEE EQUIVALENCY FOR GSRs ENROLLED IN SELF-SUPPORTING PROGRAMS

1. A GSR who is a registered graduate student with a GSR appointment(s) or a combination of a GSR and ASE appointment(s) totaling 25% or more of full-time for an entire given quarter/semester, who is enrolled in a self-supporting graduate degree program and is employed by either a UC self-supporting program or a UC state-supported graduate program, shall be eligible to receive a partial fee remission equivalent in dollar amount to what an eligible GSR enrolled in a UC state-supported program would receive for tuition and student services fee, as a result of the qualifying appointment. In no case will that remission exceed the total charges paid by the GSR to the self-supporting program. Self-supporting graduate degree programs that are subject to this provision are only those programs which have an approved self-supporting fee or charge approved in writing by the UC President.
ARTICLE __
GRIEVANCE AND ARBITRATION

A. GENERAL PROVISIONS

1. A grievance is a claim by an individual GSR, a group of GSRs, or the UAW, that the University has violated a specific provision of this agreement during the term of this agreement. A grievant may be represented at all stages of the grievance and arbitration procedures. The grievance process does not apply to the University’s academic judgment and managerial rights recognized in the Management and Academic Rights Article of this Agreement. Decisions about academic standing or dismissal (including, but not limited to, failure to make adequate academic progress; sub-par performance in examinations and academic milestones; quality of research; academic dishonesty; research misconduct, etc.), shall be at the University’s sole discretion, and shall not be subject to grievance or arbitration.

B. Only the UAW has standing to file a grievance on the following:

1. A campus’ failure to provide GSR lists in accordance with Article __, Union Access and Rights, and Article __, Union Security.

2. “Locking out” employees in accordance with Article __, No Strikes.

3. Failure to provide the necessary information to the UAW as set forth in Article __, Union Security.

C. FILING GRIEVANCES

1. All grievances must be filed with the campus labor relations office at the campus that employs the grievant and within the time frames specified in this Article. Grievances must be filed on the form agreed to by the parties in Appendix __.

2. The grievance form must be signed and dated by the employee(s) or the employee’s representative upon submission to the University. Union grievances must be signed by UAW’s representative.

3. Proper Filings – Initial Grievances, Responses and Appeals. Grievances, responses and appeals must be filed via email at the campus labor relations office in accordance with the procedures and timelines below:

   a. Electronic – the date of filing shall be the date received as indicated on the University’s email server. The grievance initiation/appeal form must be in a
PDF format attachment.

b. All subsequent University responses shall be sent via email to the email address designated by the Grievant/Representative on the grievance form as provided in Appendix__ __

c. If a filing is received after 5 pm, the first following business day will be deemed the filing date.

d. Deadlines that fall on a day that is not a regular business day will automatically be extended to the next regular business day.

e. A grievance may be considered ineligible for processing unless it contains the following:

   i. A specific description of the dispute;
   ii. The facts giving rise to the dispute;
   iii. A listing of the article and section violated;
   iv. A statement as to how the article and section were violated;
   v. The date(s) of the violation;
   vi. Requested remedy; the requested remedy shall not exceed the arbitrator's scope of authority as defined in Section O.

f. Receipt of the grievance shall be acknowledged in writing by the University as soon as practicable following receipt, and shall be sent to email listed on the grievance form.

g. If the University determines a grievance is procedurally ineligible for processing as written pursuant to Section C.3.e., the University shall inform the Union of the procedural deficiencies and provide seven (7) calendar days to permit the Union to resubmit the grievance. If the grievance is not resubmitted, the grievance will be considered closed. The deadline to hold the meeting or issue the Step 1 response pursuant to Section D.2 below will no later than fifteen (15) calendar days following receipt of the Unions resubmission.

h. The timelines and meetings for the processing of grievances shall be in accordance with the steps addressed below:

D. GRIEVANCE STEPS

1. Informal Resolution (Optional)

   a. The grievant may discuss the grievance with their immediate supervisor in a timely manner. Informal resolutions, although final shall not be precedential nor inconsistent with this agreement.
b. If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below.

c. Attempts at informal resolution (including grievances that alleged violation of harassment or discrimination) do not extend the thirty (30) calendar day time limit to file at Step 1.

2. Step 1

A grievant may file a written grievance as set forth below.

a. A written grievance must be filed with the campus labor relations office using the grievance form agreed to by the parties (Appendix __) within thirty (30) calendar days from the date on which either the GSR or the UAW knew or could have been expected to know of the event or action which gave rise to the grievance, whichever occurs first, or within thirty (30) calendar days after the date of separation from University employment of the GSR in the unit, whichever occurs first.

b. If the UAW requested a meeting on the grievance form, or if the University requests a meeting, the campus labor relations office shall convene a meeting to attempt to resolve the grievance. A grievant shall have the right to be represented at all steps of the Grievance Procedure by the UAW, another representative, be self-represented or by any person of their choice other than a University employee who has been designed as supervisory, managerial or confidential within the meaning of the Higher Education Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and contact information of their representative, if applicable. The grievant’s representative may be assisted in grievance meetings by one other representative and/or, if applicable, a union representative.

c. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the Step 1 grievance filing. During the Step 1 meeting, the parties shall discuss information and contentions relative to the grievance.

d. A written decision shall be issued within fifteen (15) calendar days following the Step 1 meeting, or receipt of the Step 1 grievance filing if no meeting is held. If the University does not respond within the time limit, the procedures below will apply.

3. Step 2

a. If the grievance has not been resolved at Step 1 the grievant and/or the UAW may file an appeal in writing to the campus labor relations office. Such appeal
must be filed within fifteen (15) calendar days after the issuance of the University's Step 1 response, or the date on which the Step 1 response would have been due.

b. If either party requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 2 review.

c. A grievant shall have the right to be represented at all steps of the Grievance Procedure by the UAW, another representative, be self-represented or by any person of their choice other than a University employee who has been designed as supervisorial, managerial or confidential within the meaning of the Higher Education Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and contact information of their representative, if applicable. The grievant’s representative may be assisted in grievance meetings by one other representative and/or, if applicable, a union representative.

d. If no Step 2 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant’s representative within 15 calendar days following the date of the receipt of the request for a Step 2 review. If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant’s representative within 15 calendar days following the meeting.

4. Step 3 – Review (Office of the President)

a. If the grievance has not been resolved at Step 2, the grievant and/or the grievant’s representative may file an appeal in writing to the Office of the President. Such appeal must be received by the Office of the President no later than fifteen (15) calendar days after the issuance of the University’s Step 2 response, or the date on which the Step 2 response would have been due.

b. An appeal to Step 3 must be emailed to AppealAGrievance@ucop.edu. and shall be accomplished as follows:

i. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.

ii. The date of filing for emailed Appeals to Step 3 shall be the date received on the University server, provided that the appeal is received during business hours. If a Step 3 appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the Appeal to Step 3.
iii. The University shall acknowledge the Union’s Appeal to Step 3 through a computer-generated, automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.

c. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.

d. The UCOP official or the UCOP official’s designee shall issue the University’s Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the grievant and/or the grievant’s representative.

e. The UCOP official or the UCOP official’s designee shall have the authority to settle grievances appealed to Step 3.

E. Attendance at the Step meetings held pursuant to Section D are limited to the grievant, the grievant’s representative, if any, and one other individual from UAW. Additional attendees must be mutually agreed upon in writing in advance of the Step meeting.

F. Failure by the UAW to comply with the time limits set forth herein shall render the grievance ineligible for further processing or appeal, and the grievance shall be considered closed.

G. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

H. The parties may mutually agree at any time prior to arbitration, to engage in grievance mediation and request a state mediator in order to resolve cases prior to a hearing. However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall supplant the grievance process timelines from continuing, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties.

I. EXTENSION OF TIME LIMITS

1. With the exception of the 30-day Step 1 grievance filing deadline, the time limits set forth in this Article may be extended only by written agreement of the parties. Except that, each party shall be entitled to one (1) seven (7) calendar day extension upon request, in advance of the deadline, at either Step 1 (after timely grievance filing) or Step 2.

J. RELEASE TIME FOR GRIEVANCE/ARBITRATION FOR THE GSR GRIEVANT AND GSR REPRESENTATIVE
1. The parties will endeavor to schedule grievance meetings that do not conflict with bargaining unit as segments of the grievant or the grievant’s representative which cannot be rescheduled. If a grievance meeting called by the University occurs when the grievant or the grievant’s representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved scheduling conflicts shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least five (5) calendar days in advance of the meeting. Leave requests shall be made either before or at the time dates and times for the meeting are being considered, whereupon the meeting will be scheduled to provide for the five (5) calendar day request period.

K. APPEAL TO ARBITRATION

1. **Content:** An appeal to arbitration may be made only by the UAW and only after the timely exhaustion of the grievance procedure. The written appeal to arbitration must be received by the Office of the President, with a copy to the campus labor relations office of origin, within forty-five (45) calendar days of the date of issuance of the final University decision to the UAW. The written appeal must be signed by an authorized representative of the UAW and must include:

   a. The name and address of the UAW representative who is responsible for the appeal to arbitration and to whom all correspondence relating to the arbitration is to be sent;

   b. A copy of the completed grievance form; and a statement setting forth the unresolved issue(s), the articles, and sections of the agreement alleged to have been violated, and the remedy requested.

   c. If a grievance is not appealed to arbitration, the University’s Step 3 response shall be final.

2. **Procedure:** An appeal to arbitration shall be made via email to AppealAGreivance@ucop.edu in the following way:

   a. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Arbitration provisions of this Agreement.

   b. The ‘date of filing’ for emailed Appeals to Arbitration shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal to Arbitration is received outside of normal business hours, the following business day will be deemed the filing date of the Appeal to Arbitration.
c. The University shall acknowledge receipt of the UAW’s Appeal to Arbitration through a computer-generated, automatic email response.

L. ARBITRATOR SELECTION

The University shall issue notice to the UAW stating whether the Office of the President will retain or remand the case. The UAW representative shall contact either the Office of the President or the campus designee, per the notice, within fifteen (15) calendar days of the Office of the President’s notice, retaining or remanding the matter, in order to select arbitrator(s) from the panel set forth in Appendix __. The arbitrator(s) shall be selected within fifteen (15) calendar days from the date of the Union’s correspondence with the University official regarding arbitrator(s) selection. Failure to contact the Office of the President or the campus designee and/or select arbitrator(s) within the established time frames will be considered as a withdrawal of the appeal to arbitration.

1. The parties shall select arbitrator(s) from the panel in Appendix __; however, on a case-by-case basis, the parties may agree to the selection of any arbitrator not from the panel in Appendix __.

2. If the parties cannot mutually agree to arbitrator(s), the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.

3. Arbitration Scheduling

   a. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.

   b. Where arbitrability is raised by the University pursuant to Section M below, within sixty (60) calendar days from selection of the arbitrability arbitrator, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrability arbitrator.

   c. The parties shall attempt to agree to a hearing date for the merits hearing within fifteen (15) calendar days after the arbitrability arbitrator issues their decision. If they are unable to agree, the authority for scheduling a hearing date shall reside with the merits arbitrator.

M. BIFURCATION

1. The arbitration process shall be bifurcated where the University asserts that there
are procedural (e.g., timeliness, standing, ineligibility pursuant to Section C.3.g) and/or arbitrability issues that preclude the UAW from proceeding to a hearing on the merits of the claim.

2. The University shall inform the UAW in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator or forty-five (45) days prior to the scheduled arbitration. In this circumstance, the parties will select two arbitrators using the selection procedures in Section L, one shall be selected to hear arbitrability and the other shall be selected to hear the merits. The issue(s) of arbitrability shall be resolved in a written decision based on arguments submitted by the parties prior to and separate from the hearing (if any) on the merits of the claim. Such argument will be submitted to the arbitrator in brief form where practicable. However, where either party requests a hearing on arbitrability, such hearing shall be held. The hearing on the merits shall be scheduled to take place at least ninety (90) calendar days after the arbitrability arbitrator issues their decision.

N. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING

1. At least seven (7) calendar days prior to the arbitration the parties shall exchange lists of known witnesses and discuss exhibits.

2. During the hearing the parties shall have the opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step 2 of the grievance procedure.

3. Upon request by either party but not upon the arbitrator’s own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.

4. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.

5. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, the UAW has the burden of initiating the steps in the procedure. The UAW shall have the burden of proof and the standard will be the preponderance of the evidence standard, except for cases in which the issue is that of actions taken by the University pursuant to Article __— Discipline and Dismissal, wherein the burden of proof shall be the University’s and the standard will be the preponderance of the evidence.

6. Hearings shall be held in-person, unless the parties agree to conduct the arbitration hearing remotely using virtual platforms. If there is no agreement by the parties on the modality of conducting the hearing, the decision shall be made by the arbitrator and shall be final.
O. SCOPE OF ARBITRATOR’S AUTHORITY

1. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator’s decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator’s authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University and its agents.

2. The Arbitrator shall have no authority or jurisdiction to issue any award changing, modifying or restricting any action taken by the University on matters reserved to the University's discretion as provided in the Management and Academic Rights article unless those actions are restricted by other specific terms of this Agreement. The arbitrator shall have no authority to consider or render decisions concerning any academic matters, academic judgments, or any aspect of a bargaining unit member’s status as a student.

3. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. In arbitration cases involving the Health and Safety Article, the arbitrator may order the University to cease violations of the Health and Safety Article. The arbitrator shall not have authority to order specific remedies for health and safety violations involving expenditures for structural modifications nor shall the arbitrator have the authority to order such a remedy for the purchase or rental of equipment in excess of $500, unless there are available specifically budgeted funds for the particular efforts which may be necessary to comply with the order.

4. The arbitrator’s decision, when made in accordance with the arbitrator’s jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the Employee(s) involved, although each party shall retain whatever rights it has under applicable state or federal law to challenge the decision and/or the award.

5. The University will not be liable for back wages or other monetary reimbursement for:

   a. any period of time during which an extension of the time limits has been granted at the request of the UAW;
b. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.

6. The arbitrator’s fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.

7. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

P. RELEASE TIME FOR ARBITRATION FOR THE GSR GRIEVANT AND GSR REPRESENTATIVE

1. The parties shall endeavor to schedule arbitration hearings which do not conflict with the bargaining unit assignments of the grievant or the grievant’s representative which cannot be rescheduled. If arbitration hearings occur when the grievant, or the grievant’s representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved scheduling conflict shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least fifteen (15) calendar days in advance of the hearing date.

2. The parties will make efforts to schedule the testimony of GSR witnesses when the GSR witnesses do not have bargaining unit assignments that cannot be rescheduled. GSR witnesses who are called by the parties to testify shall be eligible to receive leave with pay only for time required for testifying when the GSR has a bargaining unit assignment which cannot be rescheduled, if the request for such leave is made at least fifteen (15) calendar days in advance of the hearing.

Q. ARBITRATOR PANEL

1. The parties agree that there will be a standing panel of eighteen (18) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article. If agreement cannot be reached on all eighteen (18) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties.

2. The procedure for modifying the panel shall be as follows:

   a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.
b. In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding (an) arbitrator(s) to complete the panel, the parties will exchange nominations within sixty (60) calendar days. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in Section Q.2.a above may not be placed on the panel again.

c. The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of this agreement.
ARTICLE __
HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. The University and the UAW acknowledge that promoting and maintaining a safe and healthy workplace (in accordance with state and federal mandates, and University policies) is a shared responsibility.

2. The University shall ensure GSRs have sufficient safety training, as determined by the Office of Environmental Health and Safety (EH&S), regarding the safe handling of materials and/or equipment the researcher is required to work with in advance of performing the duties.

3. All GSRs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, including full participation in training and using appropriate health and safety equipment provided by the University in accordance with standard operating procedures.

4. If a GSR believes there has been an exposure to an unsafe work environment and/or practice, the GSR has a responsibility to immediately report the issue to the supervisor and departmental safety designees without reprisal.

5. Additionally, GSRs have the right to report health and safety issues to the EH&S, University Risk Services, University Safety Committees, and/or to the appropriate regulatory agency, including CAL-OSHA.

6. No GSR shall be retaliated against for identifying and/or expressing concern about any safety-related issue.

7. A critical component of the University’s health and safety program is for GSRs to follow safe work practices and work safely.

8. All GSRs shall comply with the University’s established health and safety policies and procedures in this article, in addition to state and federal mandates.

9. A GSR who has complied with the procedures in Section D.1. below, has the right to refuse abnormally dangerous or hazardous tasks, while the University is investigating or remedying their concern.

B. COMMITMENT TO HEALTH AND SAFETY

1. The University shall make reasonable attempts to furnish and maintain safe
working conditions in the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established campus health and safety policies and procedures. Nothing shall preclude the University from establishing safety standards above minimum safety requirements.

2. All GSRs have an obligation and responsibility to complete and sign off on all required safety training and retraining within campus guidelines, and in accordance with state and federal mandates. List(s) of required training classes shall be provided to the GSR at the time of hiring, and shall be updated as necessary.

C. ASSIGNMENTS

1. GSRs shall receive health and safety education and/or training applicable to their job functions.

2. Prior to working with hazardous materials or in a hazardous environment, GSRs will receive information and training pertaining to the health and safety protocols in the GSR's department, an explanation of the health and safety rights and responsibilities of both the University and the GSR, instructions concerning known specific hazards of the GSR's job, and the procedures available to GSRs to abate or report any unsafe or unhealthy working conditions. When assigned duties include an imminent risk to life and health, as determined by a University health and safety professional, the University shall provide training and information to the GSR prior to the GSR assuming such duties.

3. Abnormally hazardous or dangerous tasks shall be defined as those tasks which are objectively identifiable as constituting a clear and imminent danger to life or physical health. This includes, but is not limited to, dangers or hazards substantially greater than those inherent to a typical scope of assigned duties, and for which the GSR has not received proper training and/or resources to perform safely.

4. A GSR shall not be assigned to any abnormally dangerous or hazardous task at the GSR's place of employment.

D. REPORTING PROCEDURES

1. All GSRs must notify their immediate supervisor as soon as they consider an assigned task to be abnormally hazardous or dangerous and believe they have insufficient safety training and/or experience to perform the task safely. The GSR shall then identify the components of the assignment that they allege to be abnormally hazardous or dangerous.

a. In attempting to resolve the GSR's claim, the supervisor may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate
personnel, including assigning the GSR to complete appropriate safety training.

b. If the supervisor does not make assignment changes, the supervisor shall have the GSR’s claim assessed by a health and safety professional responsible, in accordance with local procedures, for the assessment of abnormally hazardous or dangerous conditions.

c. If, in the assessment of the University’s health and safety professional responsible, the assignment is abnormally hazardous or dangerous, the supervisor shall follow local procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the GSR. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the GSR may be required to perform the work.

d. If, in the assessment of the University’s health and safety professional responsible, the assignment is not abnormally hazardous or dangerous, and the GSR has been properly trained to perform the assignment, the supervisor may assign the GSR to perform the assignment or, may assign the affected GSR to other available work consistent with the work usually performed by the GSR or may assign another qualified employee to perform the assignment.

e. The assessment of the University’s health and safety professional as to whether the assignment is abnormally hazardous or dangerous shall be final.

E. HEALTH & SAFETY TRAINING

1. On an ongoing basis, the University shall provide training and information about the University’s health and safety programs. GSRs shall take all required training based on the requirements of the workplace. Training includes information about:

a. the health and safety protocols and emergency procedures associated with the GSR’s research and, where applicable, known specific hazards associated with the GSR’s research;

b. the health and safety rights and responsibilities of both the University and the GSR; and

c. the procedures available to GSRs to abate or report any unsafe or unhealthy working conditions.

2. The University will provide relevant training and information for reasonably foreseeable hazards that are related to exploratory research, and for tasks and/or procedures known to have associated safety risks.

3. The University shall document training that is provided to GSRs.
F. INFORMATION AND TESTS

1. The University, upon receiving any chemical or substance containing hazardous material, will obtain the Safety Data Sheet (SDS) from the vendor, unless the latest version of the SDS is already on hand and available. The SDS shall be made available to the GSR or UAW on request. The University shall maintain such information, including maintenance in electronic form, if the GSR has ready access to a computer.

2. When an SDS provides that certain personal protective equipment (for example, but not limited to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required personal protective equipment shall be reasonably accessible to the GSRs who are required, as part of their job duties, to use that hazardous substance. The University shall provide GSRs who may come in contact with hazardous substances (within then-current definitions under applicable law) with adequate information or training regarding the proper handling of said substances, to the extent appropriate and related to their jobs.

3. In compliance with State and Federal law, the University shall provide to affected GSR(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such existing data shall be readily available and provided to the union or GSR within fifteen (15) calendar days following a request.

4. In the case of a suspected outbreak of a communicable disease or nuclear, biological, or chemical contamination and when the University requires testing for such communicable disease or contamination of patients and/or GSRs, the University shall offer such tests for bargaining unit GSRs within the appropriate affected work areas at no cost to the GSRs.

5. Pursuant to State and Federal law, upon written request, UAW shall receive any health and safety information subject to public disclosure, within the time frame specified by applicable law.

G. PROTECTIVE CLOTHING AND EQUIPMENT

1. General Provisions: Protective work clothing is attire worn over or in place of regular clothing to protect the GSR’s clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Personal protective equipment protects the GSR and includes head covers, gloves, goggles, prescription safety glasses, respirators, and safety shoes. The provision of protective work clothing and personal protective equipment is determined by EH&S.

2. Replacement: Personal protective equipment, except prescription lenses and
sized safety shoes, which were provided to a GSR by the University for use on the job, shall be returned upon completion of the assignment. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. A GSR required to wear prescription safety glasses will pay for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

H. TOOLS AND EQUIPMENT

1. The University shall furnish and maintain in safe working condition the workplace tools and equipment required for GSRs to carry out the duties of their positions.

2. The University shall have no responsibility to provide, maintain and/or reimburse GSRs for tools and/or equipment which are not the property of the University. Additionally, the University is not required to provide equipment different than that which is determined by the University to be necessary for the safe conduct of University business.

I. LABOR MANAGEMENT COMMITTEE

1. The UAW may raise local health and safety concerns by contacting the campus labor relations office.

2. In addition, the University and the UAW agree to address Health & Safety matters in scheduled campus labor/management meetings.
   a. Such meetings may be scheduled periodically at the UAW’s request but no more than twice per year.
   b. Thirty (30) calendar days prior to the meeting, the University and the UAW shall exchange agenda items each party wants to discuss, and the names of the GSRs whom the UAW has selected to attend. In the event neither party identifies agenda items by the 30-day period, the meeting may be cancelled.
   c. Each party shall designate a person to serve as co-chair for the meetings. The co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and necessary participants to conduct an informed meeting.

J. COMPLIANCE

1. The University and the UAW agree that the University’s choice of response to achieve compliance with this article may be contingent upon the availability of funds. Moreover, the role of an arbitrator in grievances involving this article is
restricted as set forth in Article __, Grievance and Arbitration, Section O. The University may choose to reassign a GSR, relocate the research activity, and/or curtail the research and/or assignment in order to achieve compliance with this article.

2. This Article does not cover mental or emotional reactions to the work environment in and of themselves, or physical reactions arising from mental or emotional reactions to the work environment.
ARTICLE __
HEALTH BENEFITS

A. Eligible GSRs may participate in a University-sponsored student health insurance plan to the same degree other eligible students at that campus participate. University-sponsored student health insurance plans include the multi-campus UC Student Health Insurance Plan (UC SHIP) administered by the UC Office of the President, and Graduate Student Health Insurance Plans administered by specific campuses who have elected not to participate in UC SHIP.

B. A GSR who is a registered graduate student with GSR appointment(s) or a combination of a GSR and other eligible ASE appointments totaling 25% or more of full-time for an entire given quarter/semester in a State-supported or Self-Supporting Program is eligible to receive remission of premium for a University-sponsored student health insurance plan. A GSR is eligible to receive only one premium remission per quarter/semester. In the event premiums increase, the University will continue to provide 100% premium remissions to eligible GSRs.

C. Trainees and Fellows shall be eligible for the University’s health insurance premium remission if the external granting agency requires that the University cover the health insurance premium rather than the external granting agency.

D. A GSR who is eligible to receive a health insurance premium remission through an ASE appointment or through a combination of a GSR and ASE appointment is eligible to receive up to a maximum of one health insurance premium remission for the given quarter/semester. The amount of the health insurance premium remission may not exceed the amount of the health insurance premium charged by the University.

E. The University-sponsored student health insurance plans are student health insurance programs for registered students, and the eligibility for and the availability of these programs are not related to a student’s status as a GSR. The parties acknowledge that the terms of the plans, including coverage, carriers, premium rates, or other program provisions, are not a term and condition of employment for a GSR.

F. LABOR MANAGEMENT MEETINGS

1. The University and the UAW shall meet twice a year to discuss the University-sponsored student health insurance plans. Appropriate topics for discussions are those health insurance related issues that apply to GSRs including systemwide participation in UC SHIP, potential changes in benefits, deductibles, and co-pays.

2. The University agrees to provide up to one working day of paid release time (including travel) to one GSR per campus for the purpose of attending systemwide meetings.
ARTICLE __
HOLIDAYS

A. The University observes the following days as holidays:

1. January 1
2. Third Monday in January (Martin Luther King’s Birthday)
3. Third Monday in February (President’s Day)
4. Last Friday in March (Cesar Chavez Day)
5. Last Monday in May (Memorial Day)
6. June 19, or announced equivalent, (Juneteenth Federal Holiday)
7. Fourth of July
8. First Monday in September (Labor Day)
9. November 11 (Veteran’s Day)
10. Thanksgiving Day
11. Friday following Thanksgiving Day
12. December 24
13. December 25
14. December 31

B. Official holidays are those holidays as set forth annually in the campus calendar.

C. The Lab holiday schedule may vary.

D. Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on Saturday, the preceding Friday is observed.

E. The University reserves the right to establish additional holidays.

F. When operational needs require, the supervisor may schedule GSRs to work on University holidays. In such instance(s), GSRs shall receive an alternate day off for each holiday worked. The GSR may request specific dates.
ARTICLE __
LABOR-MANAGEMENT MEETINGS

A. The University and the UAW may schedule quarterly systemwide meetings following written request by either party. Agendas shall be mutually agreed to at least five (5) business days prior to the meeting. The purpose of the meeting shall be to discuss administration of this agreement and other related issues, excepting specific grievances as defined by this agreement.

1. The University and the UAW may each have up to ten (10) representatives attend the quarterly systemwide meetings.

2. The UAW may request release time for up to four (4) GSRs to attend the systemwide meeting. The University shall not unreasonably deny release from work provided:
   a. The designated GSRs provide at least seven (7) calendar days’ notice of the need to be absent from the work site; and,
   b. The designated GSRs work with their supervisor to ensure completion of work requirements.

B. In addition to the quarterly meetings described in Section A above, upon written notice, the UAW may request to schedule up to two (2) campus meetings per year. Such meeting(s) shall be scheduled and held within thirty (30) calendar days of such request, provided the UAW provides a written agenda no later than five (5) business days prior to the meeting(s). The purpose of the meeting(s) shall be to discuss issues of concern to GSRs; however, the University is not obligated to reach agreements that would alter the Agreement in any way. Further, issues which have a remedy in the Agreement shall be excluded from discussion.

1. The UAW may request release time for up to two (2) GSRs to attend the campus meeting. The University shall not unreasonably deny release from work provided:
   a. The designated GSRs provide at least seven (7) calendar days’ notice of the need to be absent from the work site; and,
   b. The designated GSRs work with their supervisor to ensure completion of work requirements.
ARTICLE __
LAYOFF AND REDUCTION IN TIME

A. GENERAL PROVISIONS

The University shall have the sole, non-grievable discretion to determine whether and when layoffs and reductions in time shall occur and to determine who is to be laid off or reduced in time.

1. Layoff is defined as an involuntary separation for a GSR due to a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding. A reduction in time (in percent effort or duration of appointment) occurs when a GSR’s appointment is involuntarily reduced due to a change in programmatic need in the lab/hiring unit, lack of work, or lack of appropriate funding.

2. All GSRs have term appointments and are considered to be separated from employment at the expiration of such appointments, unless reappointed. This separation does not constitute a layoff and is considered a non-reappointment.

3. If a GSR has their appointment end or reduced in time during their employment appointment period through no fault of the GSR, such as may be caused in some circumstances by the unexpected departure of the faculty member to whom the GSR is assigned, the University will work with the GSR and endeavor to find work for the remainder of the appointment. Such replacement work is not guaranteed, however.

4. The provisions of this Article do not apply to Trainees and Fellows who fail to meet a requirement set by their funding agency, and which causes the funding agency to cancel the Trainee’s/Fellow’s funding.

B. NOTICE

1. In the event of layoff or reduction in time, the University shall provide written notification to the GSR. Such notice shall be provided at least thirty (30) calendar days in advance of the effective date of the layoff/reduction in time.

   a. In the event that thirty (30) calendar days’ notice cannot be provided, the University shall provide the GSR pay in lieu of notice for the portion of the thirty days for which notice was not provided. However, in the event that a GSR is subject to layoff or reduction in time less than thirty (30) days prior to the end of the appointment, the pay in lieu of notice shall run only to the end of the appointment.
b. The University shall provide a copy of the layoff/reduction in time notice to the UAW within five (5) business days of the layoff/reduction in time notice to the GSR.

2. The notice shall include the reason for the layoff or reduction in time.

C. EMERGENCY LAYOFF

1. An emergency layoff is the suspension of an appointment to which a GSR has been assigned or is working, due to acts of nature or forces outside of the University’s control to which the University must immediately respond.

2. The parties agree that the University may, but shall not be required, to pay GSRs during periods of emergency layoff.
ARTICLE __
LEAVES

A. MILITARY LEAVE

GSRs who are called to active military service will be provided leave from their current positions to fulfill their military obligations to the extent required by applicable law. Military leave will be paid to the extent required by applicable law and/or applicable University policy.

B. PREGNANCY DISABILITY LEAVE

Under the California Pregnancy Disability Leave Laws, GSRs are entitled to unpaid leave for up to four months per pregnancy and/or reasonable accommodation for pregnancy disability, childbirth, and related medical conditions. Notwithstanding the foregoing, a Pregnancy Disability Leave will not continue beyond the end date of the GSR’s appointment. The University will maintain and pay for health insurance coverage (University-sponsored Student Health Insurance Plans, or other insurance for non-student GSRs, as applicable) for the duration of the leave, not to exceed four months in a 12-month period under the same conditions that coverage would otherwise have been provided by the University if the GSR had been in employment continuously for the duration of the leave.

C. SHORT-TERM MEDICAL LEAVE AND FAMILY-RELATED LEAVE

1. Upon request from a GSR, and subject to the provisions of this article, the University will grant a GSR’s reasonable request for leave of absence of appropriate duration due to:

   a. personal illness and/or disability;

   b. birth, adoption, or care of a child or family member as defined below in Section H;

   c. family emergencies; or

   d. appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the GSR, spouse, domestic partner, child or parent.

2. Paid Medical Leave and Family Leave

Leaves in Section C.1. shall be paid leaves for GSRs. The period of paid leave under Section C.1. shall be no more than two (2) days for GSRs appointed at 50% for an entire regular academic quarter and shall be no more than three (3) days for
GSRs appointed at 50% for an entire regular academic semester. For GSRs who are employed for other than 50% FTE, the amount of paid leave as covered in Section C. 1. will be prorated.

3. Supplemental Short-term

Unpaid leave may be granted for periods beyond the terms of leaves in Section 2, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons defined in Section 1 and at the sole discretion of the department or hiring unit.

D. LONG-TERM MEDICAL LEAVE AND FAMILY-RELATED LEAVE

Upon request from an eligible GSR, and subject to the provisions of this article, the University will grant a GSR’s reasonable request for a long-term leave of absence during their appointment. Whenever possible, leave should be requested at least thirty (30) calendar days in advance of the start date of the leave. The paid leaves described below may be combined for a maximum of six (6) weeks of paid leave during the fiscal year. The leave will not continue beyond the end date of the GSR’s appointment.

1. Paid Leave for Pregnancy Disability, Childbirth and Related Medical Conditions

A GSR shall be eligible to receive up to six (6) weeks of paid leave for pregnancy, childbirth or related medical conditions for the period prior to, during, and after childbirth. Any paid leave taken under this Section shall run concurrently with any leave taken under Section B pursuant to California’s Pregnancy Disability Leave Laws. A GSR will be approved for up to two additional weeks of unpaid leave for baby bonding, provided such unpaid leave does not extend beyond the end date of the GSR’s appointment. Unpaid leave may be granted for periods beyond the terms of leaves in this Section D, at the sole discretion of the University.

The University will not retaliate against a GSR who takes a leave under this section.

2. Other Paid Leave

A GSR shall be eligible to receive up to four (4) weeks of paid leave due to the GSR’s serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for a family member of the GSR, as defined in Section H, who has a serious health condition. Additionally, this leave may be used to care for and bond with the GSR’s newborn child or a child placed with the GSR for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the GSR. A GSR will be approved for up to two additional weeks of unpaid leave for baby bonding or for a serious health condition, provided such unpaid leave does not extend beyond the end date of the GSR’s appointment. Unpaid leave may be granted for periods beyond the terms of
leaves in this Section D, at the sole discretion of the University.

3. A GSR receiving paid leave for pregnancy disability, childbirth, related medical condition or for illness or injury from any other source within the University will not be eligible to receive paid leave pursuant to this Section.

E. BEREAVEMENT LEAVE

The University will grant a GSR’s reasonable request for bereavement leave due to the death of a family member as defined in Section H. The period of leave for bereavement shall be up to three (3) days per occurrence. GSRs shall be granted up to three (3) days pay for bereavement on those days the GSR was previously scheduled to work. Nothing in this Section shall preclude departments or hiring units from granting a longer period of paid bereavement leave when they determine the need to do so.

F. JURY DUTY

A GSR shall be eligible for a jury duty leave when summoned for required jury duty service. Jury duty leave is leave with pay. Verification of actual jury duty service shall be provided by the GSR to the University upon request. Jury duty leave will not continue beyond the end date of the GSR’s appointment.

G. OTHER LEAVES

Other leaves, including but not limited to leave for service to government agencies and leave to attend professional meetings may be granted with or without pay at the University’s sole discretion or if required by applicable law.

H. DEFINITION OF FAMILY MEMBER

Family member is defined as a GSR’s mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, step or foster child (including children of domestic partner).

I. REQUEST FOR LEAVE AND COVERAGE

In order to ensure proper coverage for leaves other than long-term leaves, GSRs are expected to contact the supervisor to request leave as soon as the need for the leave becomes known but not less than five (5) business days in advance of the commencement of the leave unless the leave is for an unanticipated personal or family illness or bereavement.

Requests for leave shall be made in writing with information about the nature of the leave and probable duration. Upon request, the GSR will be required to provide
appropriate documentation. While it is the University’s responsibility to make arrangements for coverage, the GSR will assist as reasonably possible.

J. TRAINEES AND FELLOWS

Any paid leaves provided to a GSR through a training grant or external fellowship that provides equivalent or more generous paid leave benefits shall satisfy the requirements above. Any paid leaves provided for through a training grant or external fellowship shall be deducted from the paid leave allocations set forth in this Article. If the training grant or external fellowship does not provide for paid leaves, Trainees and Fellows will be provided the paid leaves in this Article.
LEAVES – SIDE LETTER AGREEMENT

1. As of the date of ratification, Graduate Student Researchers will no longer be eligible to accrue vacation leave pursuant to APM – 730(0)(b).

2. For GSRs who accrued vacation leave pursuant to APM – 730(0)(b), the University shall honor the legacy provision and those GSRs will be able to continue to draw down their vacation leave balances. However, they shall not continue to accrue vacation leave.

FOR THE UNIVERSITY

______________________________
Nadine B. Fishel
Peter Nguyen
Office of the President

FOR THE UNION

______________________________
UC-AFT President

Date

Date
ARTICLE __
MANAGEMENT AND ACADEMIC RIGHTS

A. All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:

1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
2. to recruit, appoint and transfer unit members and to determine and modify the size and composition of the work force;
3. to determine or modify the qualifications and responsibilities of unit members;
4. to direct, assign, schedule and otherwise supervise unit employees;
5. to train unit members;
6. to establish and modify standards of conduct and to discipline or discharge unit members for just cause, subject to Article __, Discipline and Dismissal;
7. to establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
8. to establish and modify rules, regulations and policies and safety procedures;
9. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
10. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
11. to determine the location or relocation, reorganization, or discontinuance of operations; or subcontract all or any portion of an operation;
12. to take such action as is necessary to maintain the University's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the University's programs, services, and operations are to be conducted;
13. to establish University policies, rules, and regulations and to require GSRs to observe them;
14. to determine and modify policies and financial costs and charges associated with University housing;
15. to determine and modify what benefits will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the student costs for such coverage;
16. to select all insurance carriers and to change carriers from time to time;
17. to establish, administer or modify procedures, rules and regulations that direct and control the University's operations; and to determine the methods and means by which operations are to be carried on;
18. to determine projects or programs and have the sole right to discontinue or alter
projects or programs including the determination of whether GSRs should be laid off;
19. To establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
20. To determine and modify job qualifications, requirements, classifications, and descriptions;
21. To determine or modify the number, qualifications, scheduling, responsibilities and assignment of GSRs;
22. To counsel, discipline, or dismiss GSRs;
23. To assign work locations and schedule hours of work;
24. To recruit, appoint, reappoint, not reappoint or transfer GSRs and assign duties to them;
25. To communicate with GSRs in the course of daily activities;
26. To investigate and determine matters of research and/or scholarly misconduct;
27. To investigate and determine matters of sexual harassment, discrimination and personal misconduct;
28. To determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
29. To determine the standards of performance for GSRs;
30. To determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators.

B. Other questions of academic judgment (i.e., the application of scholarly knowledge and thought to issues and decisions affecting the academic mission of the University and to the academic career advancement of academic appointees) and decision-making shall remain in the University’s sole discretion and over which the University has no obligation to bargain. These include, but are not limited to, judgments and decisions regarding all matters affecting:

1. student admissions:
2. academic standards, and unit members’ progress as students, including but not limited to, the completion of degree requirements and graduation standards;
3. research methodology and materials and all matters related thereto;
4. grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination and all matters related thereto;
5. to investigate and determine matters of research and/or scholarly misconduct;
6. the creation, elimination or modification of courses and curriculum;
7. grading policies and practices;
8. the creation and/or continuation of all other policies, procedures, rules and regulations in regard to unit members’ status as students, including but not limited to, the Student Code of Conduct and Enrollment Requirements;
9. matters relating to the creation, elimination, combination or modification of academic, outreach, service and research programs;
10. matters related to housing for students;
11. all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by faculty members;

12. to determine and modify tuition and fees for all programs in which unit members are based and all matters affecting financial aid, i.e. any financial support to students (including, without limitation, fellowships where receipt of the fellowship does not require the performance of designated tasks and workplace assignments for the University, grants, housing supplements, and stipends) that is not salary or compensation directly tied to specific assigned work for which the student is remunerated,

13. to determine recipients of financial aid/financial support and the terms of financial aid/financial support

14. to determine all grades and academic assessments related to progress in the graduate program, including but not limited to program exams, written reports, candidacy exam, dissertation/thesis defense

C. NON-EXCLUSIVITY

The above enumerations of management and academic rights do not exclude other management and academic rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. The foregoing provisions shall not preclude consultation with GSRs through normal academic channels.

D. GRIEVANCE/ARBITRATION

No action taken by the University with respect to a management and/or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.
ARTICLE __
NO STRIKES

A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.

B. Any GSR who is absent from work without permission, or who abstains wholly or in part from the full performance of their duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.

C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity, informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.

D. Any GSR who violates this article shall be subject to discipline up to and including termination of employment, in accordance with Article __, Discipline and Dismissal.

E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.
ARTICLE __
NON-DISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any GSR on the basis of race, color, religion, marital status, national origin, ancestry, sex (including pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), gender, sexual orientation, gender identity, gender expression, gender transition status, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry service in the uniformed services (including protected veterans), age, citizenship, political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against a GSR for requesting or taking Family and Medical Leave.

For the purposes of this Article only,

a. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

b. “Pregnancy” includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.

c. “Gender expression” means a person’s gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person’s sex assigned at birth.

d. “Gender identity” is each person’s internal understanding of their gender, or the perception of a person’s gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person’s sex assigned at birth, or transgender.

e. “Medical condition” means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.

2. If the UAW appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the UAW’s notice must include an Acknowledgement and Waiver Form signed by the affected GSR. The Acknowledgement and Waiver Form will reflect that the GSR has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the GSR
understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 12, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the GSR to make an informed choice.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and (SVSH) Policy.

2. Sexual Harassment is when:

   a. Quid Pro Quo: A person’s submission to or rejection of unwelcome sexual conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, or advancement, or other decisions affecting participation in a University program or activity; or

   b. Hostile Environment: Unwelcome sexual or other sex-based conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person’s participation in or benefit from the education, employment or other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.

3. Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature.

4. Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature.

5. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees (including GSRs), staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.
6. If the definitions in the Sexual Violence Sexual Harassment Policy ("SVSH") or University’s Discrimination, Harassment, and Affirmative Action in the Workplace Policy change, the new definitions will apply to this Article.

C. Retaliation Prohibition

1. Retaliation is an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee, or their participation in, refusal to participate in, or assistance with the investigation, reporting, remedial, or disciplinary processes provided for in University Policy and/or in this Article.

2. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited Conduct or participating in a process provided for in University Policy and/or in this Article, such as threats, intimidation, harassment, discrimination and coercion. Retaliation does not include Good faith actions lawfully pursued in response to a report of Prohibited Conduct (such as gathering evidence) are not, without more, retaliation.

3. The University prohibits retaliation against or by GSRs based on their report of prohibited behavior or participation in, refusal to participate in, or assistance with the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy.

4. The Title IX Offices responsible for investigations are listed at: http://sexualviolence.universityofcalifornia.edu/filing-report/index.html

D. RESOLUTION PROCEDURES

Reports of alleged violations of Section A. or B.1.-4. above and/or University Policy may be addressed through the complaint procedure and/or the grievance procedure. Additionally, Alternative Resolution may be used at any time to address the issues. Formal Investigations may be initiated as part of the complaint resolution or grievance procedure.

1. Alternative Resolution: GSR(s) and/or the Union and/or the University may seek Alternative Resolution at any time.

   a. After a preliminary assessment of the facts, the Title IX / EEO Officer may initiate an Alternative Resolution process, which may include: mediation (except in cases of sexual violence); separating the parties; providing for safety; referring the parties to counseling; referral for disciplinary action; a settlement agreement; conducting targeted preventive educational and training programs; and conducting a follow-up review to ensure that the resolution has been
implemented effectively.

b. Only the Title IX/EEO Officer has the authority to initiate Alternative Resolution.

c. If Alternative Resolution is unsuccessful, the Title IX / EEO Officer may initiate a formal investigation.

d. Attempts at Alternative Resolution at the informal level do not extend the thirty (30) calendar day time limit to file a grievance. However, should a grievance be filed, the parties may agree in writing that the grievance be held in abeyance while alternative resolution is being considered or ongoing.

2. Interim Measures for Complainant(s)

a. When the appropriate administrative officer has determined that a Complainant has established a prima facie case of harassment and/or discrimination based on a protected category, the University shall implement interim measures when necessary. Such measures shall allow the GSR to continue training in an environment free from harassment and/or discrimination based on a protected category.

b. Interim measures available to GSRs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the GSR is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

3. Remedies

a. Remedies available to GSRs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the GSR is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the GSR continue training in an environment free from harassment and/or discrimination based on a protected category.

4. Representation

a. The GSR (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.
5. Complaints/Claims
   
a. GSRs may file a Complaint directly with the Title IX or Equal Opportunity Office responsible for investigations at each campus location.

b. Nothing in this Article precludes GSRs from filing a claim with an outside agency.

c. For sexual harassment cases, the University will follow the University of California SVSH Policy.

6. Grievance Procedure
   
a. If a grievance is filed alleging a violation of Article 20 Section A or B. 1-4, in accordance with Article 12, the University shall forward the allegation(s) to the Title IX/EEO Officer for review. The grievance shall be held in abeyance while the investigation is ongoing.

b. As soon as practicable after the local Labor Relations Office receives the grievance, the Title IX/EEO Officer will make an initial assessment to determine whether (i) the allegation(s) constitute a prima facie case of an act of prohibited behavior; and (ii) such conduct has a sufficient nexus to the University for it to intervene.

c. The Title IX/EEO Officer may implement interim measures, in accordance with Section D.2. above.

d. The University shall issue the Step 2 decision within fifteen (15) days from the end of abeyance, which shall correspond with the date on which the report of findings was issued.

E. LACTATION SUPPORT

1. GSRs shall have access to spaces for the purpose of expressing and storing breast milk, which will be a locked private space that are sanitary and equipped with a table, comfortable chair and electrical outlet.

2. If no such space exists in reasonable proximity to a GSR’s work location, the department/hiring unit will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.

3. The University will allow adequate time for a GSR to express breast milk, with the understanding that the GSR will not disrupt classroom activities for this purpose.

4. The University shall provide information regarding the availability of lactation
support on a campus website.

F. ALL-GENDER RESTROOMS

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.

2. The University shall provide that all GSRs have reasonable access to all-gender restrooms within a reasonable distance to their work location, however, the University shall not be obligated to expend funds beyond minimal and incidental costs to provide reasonable access to all-gender restrooms.

3. If a GSR anticipates the need for access to an all-gender restroom, the GSR or the Union shall contact the department/hiring unit or campus Labor Relations office as soon as possible after receiving written notice of appointment.

4. The University agrees to promptly engage in a discussion with the GSR, or the Union, and to provide reasonable access to an existing all-gender restroom within a reasonable distance to the GSR’s work location. Reasonable access may include, but is not limited to, section/class reassignments and/or schedule modifications, re-designating an existing restroom as all-gender, or placing the GSR in an alternate appointment.

5. The parties recognize that any delay in notifying the department/hiring unit or campus Labor Relations of the need for access to an all-gender restroom may limit the possible arrangements, particularly where class assignments have already been made and/or the term has already commenced.

6. The University shall ensure that all single-occupancy restrooms will be designated as all-gender restrooms. “Single-occupancy restroom” is defined as a toilet facility with no more than one water closet and one urinal with a locking mechanism controlled by the user. Each all-gender restrooms must have at least a sign on the door with a triangle within a circle, without gender pictograms.

7. The University shall list the locations of all-gender restrooms on a campus website.

G. ADDITIONAL SUPPORT

GSRs may contact campus Labor Relations or the Union for additional support/and or assistance regarding provisions of this article.
ARTICLE __
PARKING AND TRANSIT

A. At all campuses, GSRs shall have the option to participate in parking and parking-related services that are available to and on the same basis as other similarly situated employees including, but not limited to, pre-tax and payroll deduction options.

B. At all campuses, GSRs shall have the option to participate in all transit programs that are available to and on the same basis as similarly situated employees.

C. The University reserves the sole right to establish and change parking and transit rates, open and close lots and modify parking and transit conditions and regulations. The University shall provide thirty (30) calendar days’ advance written notice to the UAW of any proposed change or increase in parking and transit rates. The University shall meet upon request of the UAW to discuss and receive comments regarding any proposed change in parking and transit rates.

D. GRADUATE STUDENT RESEARCH ASSISTANTS AT LAWRENCE BERKELEY NATIONAL LABORATORY

1. Off-hours parking permit holders are only authorized to park on-site between 3 p.m. and 8 a.m., Monday through Friday, and all day on weekends and holidays.
ARTICLE __
REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified GSRs who are disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

B. MEDICAL DOCUMENTATION

When requested by the University, the GSR is responsible for providing the University disability manager with medical documentation identifying functional limitations and how such limitations affect the GSR’s ability to perform the essential functions of the job. The University may require that a GSR be examined by an appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

C. THE INTERACTIVE PROCESS

1. When a GSR requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the GSR and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability management representative) about possible options for reasonably accommodating the GSR’s disability. This process shall occur as soon as practicable. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the GSR are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the interactive process, the University considers information related to: the essential functions of the job, the GSR’s functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the GSR’s suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.
a. The University will consider reasonable accommodations that would enable the GSR to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate position.

b. GSRs may bring a support person to the interactive process meeting which could include a union representative.

c. The University is not obligated to implement an accommodation that would present an undue hardship.

d. If the reasonable accommodation is a leave, in no circumstances shall leave be granted beyond the expiration of the GSR’s current appointment.
ARTICLE __
SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect. The parties shall meet and confer in good faith with respect to any provision found to be in contravention of the law.
ARTICLE __
TRAVEL

A. The University shall reimburse GSRs for authorized expenses incurred during required employee-related University business travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.

B. At Lawrence Berkeley National Laboratory, GSRAs are reimbursed for authorized expenses incurred during employee-related business travel in accordance with the Travel Policy and Reference Guide.

C. The University will not reimburse GSRs for travel between home and the GSR’s designated work location.
ARTICLE __
UNION ACCESS AND RIGHTS

A. USE OF FACILITIES

1. **Access**: The University has the right to establish and enforce reasonable access rules and regulations at each campus.

2. **U.S. Mail Delivery**: United States mail on which postage has been paid and which is received by the University bearing the name of the GSR in the unit and correct specific address will be distributed to the GSR in the unit in the normal manner.

3. **Use of mailboxes**: In locations where GSRs have mailboxes, the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.

4. **Email use**: UAW designated employee representatives may use their university email account in accordance with applicable University policy regarding electronic mail/electronic communications, however, the use of University listservs is limited to University business.

B. DIRECTORY INFORMATION AND EMPLOYEE LIST

1. The GSR shall be required to release their name to the UAW as a condition of employment.

2. As soon as practicable, each month the University shall provide the UAW the following information, where available, in a computer readable form: name, home department, employee identification number, classification, title code, percentage appointment, monthly salary, salary rate, amount of monthly dues deducted, home address, personal cell and personal e-mail, if known. In the event an employee has opted to have their home address, personal cell and personal e-mail protected under applicable federal and/or state law, the home address of such GSR shall be deleted from this list. Upon written request, the University shall supply the UAW with information regarding the gender, race and ethnicity of all GSRs (to be provided in aggregate), sorted by discipline (as defined by the University) not more than twice per year. Neither party waives any right it may have to seek or withhold information regarding race, gender and ethnicity sorted by department when necessary for representation purposes.

3. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this information. The University will give the UAW notice of initial costs and any significant changes to those costs prior to the time they are incurred.
C. ACCESS TO THE AGREEMENT

1. Following ratification and approval by the parties, the University shall publish the agreement on a designated website.

D. SYSTEM-WIDE BARGAINING

1. At each campus, the University shall provide compensation, including eligible fee and GSHIP remissions, for up to one FTE (40 hours/week) GSR appointment(s) (fee and GSHIP remissions shall not be paid for more than 2 GSRs per term) as UAW bargaining committee member(s), not to exceed two GSRs, to participate in system-wide bargaining for two (2) terms during which bargaining occurs. The UAW bargaining committee member(s) shall be provided paid release time for all remaining time in bargaining until, but no later than, the expiration date of the contract, unless otherwise mutually agreed to by the parties. It is permissible for the University to provide for compensation in the summer (up to 100%) in lieu of an academic semester or quarter to meet the requirements of this section.

2. Those receiving compensation pursuant to Section 1 above must be a GSR at the campus in the term that bargaining commences.

3. Bargaining committee members shall be compensated so that they incur no loss nor achieve any gain over their current or most recent GSR appointment on the campus or the highest rate of appointment in an GSR position in the GSR's career on the campus. In cases where a GSR would normally advance based on campus procedures, the higher rate would be paid.

4. The UAW shall give notice to the University of the UAW bargaining committee member(s) to be assigned and compensated in accordance with this section no less than sixty (60) calendar days prior to the term in which they are to be assigned and compensated for system-wide bargaining or as soon as practicable.

5. The University shall issue an appointment notification to the bargaining committee members at least thirty (30) calendar days prior to the term in which the UAW bargaining committee is provided an appointment(s) for system-wide bargaining, as described in Section D.1 above, if practicable.

E. ACCESS FOR PURPOSES OF UAW ORIENTATION

1. The Union shall have the right to present a thirty (30) minute UAW Orientation in each term in conjunction with orientation for new GSRs. At the discretion of each campus, orientation for new GSR's may take place at a mandatory training or other mandatory event at the campus level. If there is an agenda, the UAW orientation shall be listed therein. Access to orientation for new GSRs, as described in this
Article, does not require the University to grant access to academic courses. The University, through the local labor relations offices, shall be responsible for notifying the Union of the time, location and date set aside for the UAW Orientation.

2. The University will coordinate with the Union to schedule one thirty (30) minute UAW make-up orientation per term upon request by the Union for new GSRs who did not receive a UAW Orientation as described in Section E. 1 above. The make-up UAW orientation will be scheduled as soon as practicable within the term of the appointment. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation to the GSRs.

3. Attendance at one UAW Orientation shall be mandatory for first-time GSRs.

4. The University shall not be present during the UAW Orientation or UAW make-up orientation.

5. The University shall have no obligation or responsibility for, nor shall it monitor, the content of the UAW’s presentations. The parties agree that the content of the workshops/orientations shall not be detrimental to or derogatory of either party, its agents or officials.

6. The University shall not be responsible for providing lists of GSRs scheduled to attend the UAW Orientation or UAW make-up orientation. The Union shall be responsible for obtaining the attendance list of the GSRs at the UAW Orientation and the UAW make-up orientation and for contacting any GSR who did not attend.

7. The University shall not attempt to dissuade attendance of GSRs at, nor communicate regarding UAW orientation other than to inform the GSRs of the day, time, and place of the orientation. The University shall direct GSRs with questions regarding the UAW orientation to the UAW campus representatives.

8. This constitutes the parties’ full agreement regarding adherence to the mandates in Assembly Bill 119.
ARTICLE __
UNION SECURITY

A. DUES AND INITIATION FEE

1. The University shall deduct membership dues and standard initiation fee from the wages of Graduate Student Researchers upon notification from the UAW as provided in Section E. The University shall remit dues and standard initiation fee to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues and standard membership initiation fee. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the union deduction program. In the event the UAW fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues to the UAW provided for in this paragraph.

2. In the event a GSR is appointed to a Fellowship/Trainee title, in accordance with Article 1 – Recognition, where wages are not paid through UCPATH, the GSR Fellow/Trainee shall provide written authorization for the University to deduct the dues from the stipend.

3. On a monthly basis, the University will provide a list of Graduate Student Researchers by name, total in-unit gross monthly pay, title code, and amount deducted. One hundred and eighty (180) days following the ratification of this Agreement, the University shall provide this information for the Trainees and Fellows. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this list.

B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

The University agrees to provide a voluntary check off for the UAW Voluntary Community Action Program (VCAP) in accordance with the following provisions:

1. The UAW shall provide the University with a list via excel spreadsheet.

2. The GSR must be an active dues paying member for the VCAP deduction to occur.

3. The VCAP deduction must be in a flat dollar amount and shall be deducted from the GSR’s first paycheck of the month.

4. This provision is for regular recurring payroll deductions and shall not be used for onetime deductions.

5. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges.
made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the GoAnyWhere site, or a different platform identified by the University.

C. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues or any part thereof, or fails to remit to the UAW such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the deduction amounts within thirty (30) calendar days of the written notice from the Union.

2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues deduction amount in any given pay period, until the complete dues deductions have been made. In the event an Academic Student Employee's employment terminates while still owing dues to the union, the amount owed shall be taken from the Academic Student Employee's final paycheck. In no event shall the University owe the union dues that are the responsibility of the Academic Student Employee.

3. It is expressly understood and agreed that if the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Academic Student Employee accordingly.

4. The University shall not be responsible for those portions of union payroll deductions that the Academic Student Employee's net earnings are insufficient to cover in any pay period.

D. CERTIFICATION AND MAINTENANCE OF DEDUCTION INFORMATION

1. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in-unit gross earnings.

2. The UAW will either deliver an electronic file in Excel (*.xls) format to the designated local campus office or upload files to the GoAnywhere or a different platform identified by the University. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.

3. For GSRs who are paid monthly, the deduction file shall be transmitted
electronically no later than the 15th of each month. For GSRs who are paid bi-weekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly pay period.

4. The University shall process all changes submitted by the Union, provided the University receives the information in time for the deductions to take effect by the next payroll run, i.e. by the fifteenth (15th) of the month for employees paid monthly, or the Friday before the end of the current pay period for bi-weekly paid employees to be effective the next bi-weekly pay cycle.

5. The Union will solely maintain the dues deduction and VCAP authorization(s), signed by the GSR from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.

E. The UAW list to be submitted in the format provide in Appendix __ to the University designee shall include:

1. Location/business unit code
2. Location Name (Campus/Medical Center)
3. Bargaining Unit
4. Employee identification number
5. Employee name (last, first)
6. Action codes: “A” = Add; “C” = Change; “S” = Stop
7. Deduction Codes: “D” = Dues; “IF” = Initiation Fee; “PA” Political Action (VCAP)
8. VCAP amount.

F. WAIVER OF LIABILITY

The Union shall indemnify the University for any claims made by the employees for deductions made by the University in reliance on the Union’s certification or on the Union’s representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.
ARTICLE __
WAGES

A. GENERAL PROVISIONS

Any and all wage increases provided to bargaining unit members for the duration of this Agreement are provided for in this Article.

B. GRADUATE STUDENT RESEARCHERS

1. All Graduate Student Researchers who have salary rates on Table 22 (https://www.ucop.edu/academic-personnel-programs/_files/2022/oct-2021-scales/t22.pdf) shall have an annualized salary rate on the established salary scale as referenced in Table 22. The applicable titles and job codes are listed as follows:

   a. GSR-FULL FEE REM, 3282
   b. GSR-FULL TUIT & PARTIAL FEE REM, 3283
   c. GSR-NO REM, 3266
   d. GSR-PARTIAL FEE REM, 3276
   e. GSR-TUIT & FEE REM, 3284
   f. GSR-TUIT & FEE REM-UCSD-GRP B, 3285
   g. GSR-TUIT & FEE REM-UCSD-GRP C, 3286
   h. GSR-TUIT & FEE REM-UCSD-GRP D, 3287
   i. GSR-TUIT & FEE REM-UCSD-GRP E, 3262
   j. GSR-TUIT & FEE REM-UCSD-GRP F, 3263
   k. GSR-TUIT & FEE REM-UCSD-GRP G, 3264

2. 2022-23 General Range Adjustment

   a. Effective October 1, 2022 or ninety (90) calendar days from ratification, whichever is later, the University shall increase the salary rates in Table 22 by 4.0%. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.

3. Subsequent Annual General Range Adjustments

   a. Beginning 2023-24, the University shall increase the salary rates in Table 22 annually by 3.0%. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.
C. **Graduate Student Research Trainees and Graduate Student Research Fellows**

The wages provided to Graduate Student Research Trainees and Graduate Student Research Fellows are determined by their training grants or external fellowships. Trainees and Fellows shall continue to receive wages from their training grants or external fellowships through the local systems currently in place.

D. **GSRAs at Lawrence Berkeley National Laboratory**

1. The applicable titles and job codes are listed as follows:
   
   a. Graduate Student Research Assistant (GSRA) – Job Codes 214.1-214.X

2. **2022-23 General Range Adjustment**

   a. Effective October 1, 2022 or ninety (90) calendar days from ratification, whichever is later, the University shall increase the salary rates by 4.0%. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.

3. **Subsequent Annual General Range Adjustments**

   a. Beginning 2023-24, the University shall increase the salary rates annually by 3.0%. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.
A. GENERAL CONDITIONS

1. The University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

2. The University and the Union acknowledge that during the negotiations resulting in this Agreement, each party had the opportunity to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein.

3. This Agreement supersedes and replaces any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters, provided, however, that the University retains the right to continue or discontinue any past practice except as specifically modified by the terms of the collective bargaining agreement. Except as provided in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union agree and understand, for the life of this Agreement, that each voluntarily and unqualifiedly waives its right and/or obligation to negotiate during the life of the Agreement, except as follows in A. 4 below.

4. Notwithstanding Section A. 1., above, in the event the University proposes a new systemwide policy or practice or a change in an existing policy or practice not covered by the Agreement that has a significant and consequential impact on the terms and conditions of employment for a substantial number of GSRs in the unit the University shall notify the Union of proposed changes thirty (30) calendar days prior to their proposed implementation.

B. MEET AND CONFER

1. The parties shall undertake negotiations regarding the impact of such changes on GSRs when all three of the following exist:

   a. The changes proposed by the University would have a significant and consequential impact on the terms and conditions of employment of a substantial number of GSRs in the bargaining unit;
   b. The subject matter of the change is within the scope of representation pursuant
to HEERA; and

c. The Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University’s notice as described in Section A.4.

2. The University and the Union shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.

3. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
ARTICLE __
WORKLOAD

A. This Agreement should not in any way be construed as imposing a limit on the amount of work necessary for a graduate student to make satisfactory academic progress toward their degree. Workload assigned to bargaining unit members is separate from the academic requirements associated with thesis/dissertation research that they must fulfill as graduate students. The parties agree that it is in the interest of the University and the GSR to define a bargaining unit member’s workload to be commensurate with the bargaining unit member’s appointment and title/classification, as well as their ability to make academic progress required by their program.

B. For purposes of this Agreement, the workload of bargaining unit members is the effort they are expected to make to contribute toward support of general functions and activities within a research lab or program. Required work schedules must be reasonable and related to the research needs. Unit members are also expected to engage in course work and/or research that will contribute to degree requirements, all of which are academic efforts that are not part of this collective bargaining agreement. The combination of these efforts generally reflects a full-time commitment.

C. Bargaining unit members are encouraged to informally resolve any concerns about the hours worked with their Supervisor or Department Chair.
ARTICLE __
WORKSPACE SUPPORT

GSRs shall have access to required facilities, equipment, and materials. Such access shall not be unreasonably denied.
Lab Statement – General Application

April 15, 2022

While the bargaining unit includes the Lawrence Berkeley Laboratory (hereinafter “Lab” or “LBNL”), there are provisions in the University’s comprehensive proposal that will either a) not apply to the Lab or b) may apply differently.

The University will clarify further in future sessions as the parties bargain the individual articles/subjects on how the provisions apply to the Lab.
APPENDIX A

Sample Appointment Letter

The information below represents core information that must be included in appointment/reappointment letters. However, campuses may customize and provide additional information related to Graduate Student Researcher appointments, in a manner that does not conflict with this template or the UC-UAW contract.

«Date»

Dear «Employee name»,

I am very pleased to inform you that the «Department of/Unit» «Name», in the «School/Division/College» of «Name», offers you an appointment as a Graduate Student Researcher, «Step», «Title/Job Code». Your appointment percentage will be «Percentage» based on an annual [salary/stipend] of «Dollar Amount». Your [salary/stipend] will be paid on a [include pay cycle]. Your first day of employment will begin on «Start Date» and will end on «End Date». You will be reporting to «Supervisor Name» in the «Department or academic/research unit» at «Location of worksite - e.g., main campus, medical center».

As a GSR, you will be expected to: «brief description of the anticipated duties»

You may be eligible to participate in the University’s Partial Fee Remission Program for Tuition and Fees in any [quarter/semester] that you are a registered graduate student and hired as a GSR or a combination of a GSR appointment with an ASE title(s) totaling 25% or more of full-time for an entire given [quarter/semester]. Given your appointment percentage of [insert appointment percentage] you will receive a fee remission in the following amounts:

1. Tuition:
2. Health Insurance:
3. Student Services Fees:
4. Campus Fees:

The University maintains an employment file in conjunction with your employment as a GSR. Materials may be added to the file over the course of your employment. To review your file, please contact [insert campus-specific information].

A Graduate Student Researcher who is a graduate student and hired as a GSR or a combination of a GSR appointment with an ASE title(s) totaling 25% or more of full-time for an entire given [quarter/semester] is entitled to participate in the Childcare Reimbursement Program as outlined in Article __ of the UC-UAW Contract. Eligibility,
reimbursement amount, and reimbursement request information are available on the [insert campus-specific link].

Graduate Student Researchers at the University of California are exclusively represented by the United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW). In accordance with the UC-UAW contract, the names and departmental addresses of all GSRs are released to UAW. A copy of the UC-UAW contract is available at: [link to be provided].

[orientation information - tbd]

This offer of employment is contingent upon your ability to prove that you are authorized to work in the United States, as required by the Immigration Reform and Control Act of 1986. Also, the State of California requires that we inform all academic appointees of the Political Reform Act of 1974. This Act prohibits public officials from participating in governmental decisions when personal financial interests may be affected by those decisions. The Act requires that all government employees and officials disqualify themselves from participating in a governmental decision when a financial conflict of interest is present.

If you agree to accept this position as described in this letter, please print and sign your name at the bottom of this page indicating your acceptance of the appointment and return to [insert name] by [DATE]. A copy of this letter will be provided to you. Should you have any questions regarding your appointment, please feel free to contact [Insert name of contact person, phone and email]. I look forward to your response and to working with you.

Sincerely,

Name
Title
E-Mail, phone

____________________________________________  _____________________________
Signature                                  Date Signed
PANEL OF ARBITRATORS

(Alphabetical order)

1. Sara Adler
2. Margaret Brogan
3. Mark Burstein
4. Kenneth Cloke
5. Doug Collins
6. Fredic Dichter
7. Ann Andrews Ellis
8. Kathy Fragnoli
9. Matthew Goldberg
10. Robert Hirsch
11. Fred Horowitz
12. Dennis Isenberg
13. Najeeb Nabil Khoury
14. Jill Klein
15. Guy Prihar
16. Michael Prihar
17. Angela Reddock-Wright
18. Paul Roose
19. David Weinberg
EXHIBIT 8
ARTICLE XX
APPOINTMENT NOTIFICATION

A. GUARANTEE OF APPOINTMENT

Consistent with the University's stated commitment to provide full funding for the duration of a PhD program, the University shall offer at minimum:

1. For individuals enrolled in PhD programs, 50% Full Time Employment appointments, or equivalent funding or employment, for the duration of the normative time to degree from the time they begin the PhD program. As part of this commitment, the University shall offer summer graduate employment or funding for three months to support engaging in scholarship and research. The pay rate for these summer opportunities shall be at least equivalent to the 50% FTE SR pay rate.

2. For other members of the unit, 12 month offers of employment of which an SR can elect which academic terms they wish to be employed.

B. APPOINTMENT NOTIFICATION

1. TIMING OF NOTICE
   a. The University shall issue written notices of appointment in the Spring quarter/semester or as soon as practicable after hiring decisions are made, the University shall provide written notice of appointment by email to individuals offered an SR appointment. No later than April 1 of each year, the University shall send notice to hiring departments reminding them of their obligations under this paragraph. The University shall provide copies of such notice to the Union by email no later than the first hiring department receives such notice.
   b. Should positions become available after the commencement of the academic year, written notices of appointment shall be issued no less than thirty (30) days before the start of the appointment.
   c. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

2. FORM AND CONTENT

Written notices of appointment shall be sent by email, and will include the following:

1. the applicable appointment title,
2. appointment percentage,
3. effective start and end dates of the appointment,
4. salary/wages,
5. Tuition, fee, and health benefit remissions and other applicable benefits or deductions,
6. hiring unit,

7. hiring unit contact,

8. A brief statement of the required work duties,

9. The name of the faculty member or supervisor to whom the GSR will report,

10. The worksite,

11. response requirements,

9. a statement that the position is covered by the collective bargaining agreement between the parties,

10. a statement that an SR who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article XX of the collective bargaining agreement for the applicable process,

11. a statement that an SR who anticipates an accommodation should refer to Article XX of the collective bargaining agreement for the applicable process,

12. a reference to Article XX – Childcare and a link to childcare reimbursement information and eligibility,

13. the time and place of any applicable new SR orientations,

14. A statement that the SR will have an employment file and that new material may be added to it over the course of their employment, and how to access their file;

15. a statement that the name and department address of all SRs are released to the UAW each term,

15. the contract website address,

16. a link to the UAW website and,

17. a statement that the SR may contact the UAW for assistance

C. NOTIFICATION OF CHANGES

When an SR perceives the SR may exceed the daily, weekly or term (quarter or semester) maximum number of hours in the SR’s appointment, the SR may communicate this fact to the faculty supervisor. If an SR is going to exceed the daily, weekly or term maximum number of hours of the SR’s appointment, the University shall, at the option of the SR:

1. Increase the SR’s appointment percentage to be consistent with the number of hours the SR will work, and/or;

2. Modify the SR’s work assignment such that the number of hours worked will be consistent with her or his appointment percentage and workload limits, and/or;
3. Provide another remedy requested by the SR.

Any changes pursuant to Subsections C.1 through C.3 above shall be communicated to the SR in writing.
From: Hal Stern, Provost and EVC and Gillian Hayes, Vice Provost, Grad. Education and Dean, Grad. Division <zotmail@uci.edu>
Date: Mon, Apr 25, 2022, 12:19
Subject: Updated Framework for Ph.D. and MFA Financial Support
To: All UCI Academics, All UCI Staff, all-Graduate Students <zotmail@uci.edu>
Dear UCI Community,

We are excited to share a new framework that offers a stable approach and commitment to Ph.D. and MFA funding. Following a series of discussions over the past year, we have reached an agreement that will work toward ensuring year-round financial support for all Ph.D. and MFA students within normative time to degree up to six years.

Key Points:

• **Guaranteed Funding Implementation** - Because this is a large investment, this framework will be phased in over a series of incoming cohorts. While this is a huge step toward meeting the needs of our graduate students, the framework will not have an impact for everyone at this time. However, because of our students' hard work and advocacy, this serves as the first of more substantial funding changes in the future. We will continue to work to increase support for our graduate students.

• **Summer Support** - UCI's move towards universal summer funding is independent and irrespective of any union contract. While some departments already offer summer funding, we want to ensure that all of our Ph.D. and MFA students have this support.

Details for Ph.D. and MFA Students:

• For cohorts entering in Fall 2023 forward, Ph.D. and MFA students will be guaranteed support at a minimum level of .5FTE ASE during the academic year for normative time to degree up to six years.

• For cohorts entering in Fall 2024 forward, Ph.D. and MFA students unable to secure substantial outside employment in the summer will be supported with limited summer funding. Schools will phase in summer funding levels to match academic year funding by Summer 2026.

• For cohorts entering in Fall 2025 forward, students will receive a fellowship of at least $2,000 within the first week of entering a Ph.D. or MFA program to help with housing, moving, equipment, or other expenses related to transition into graduate study.

We recognize that guaranteed funding is essential to graduate student success and would like to acknowledge the advocacy of Associated Graduate Students leadership in continually raising issues related to student support. We look forward to implementing this new framework.

Sincerely,

Hal Stern
Provost and Executive Vice Chancellor
Chancellor's Professor, Department of Statistics

Gillian R. Hayes
Vice Provost, Graduate Education
Dean, Graduate Division
Robert A. and Barbara L. Kleist Chair in Informatics
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**Details for Ph.D. and MFA Students:**

- For cohorts entering in Fall 2023 forward, Ph.D. and MFA students will be guaranteed support at a minimum level of .5FTE TA for Ph.D. and .25 FTE for MFA during the academic year for normative time to degree up to six years.

- For cohorts entering in Fall 2024 forward, Ph.D. and MFA students unable to secure substantial outside employment in the summer will be supported with limited summer funding. Schools will phase in summer funding levels to match academic year funding by Summer 2026.

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We recognize that guaranteed funding is essential to graduate student success and would like to acknowledge the advocacy of Associated Graduate Students leadership in continually raising issues related to student support. We look forward to implementing this new framework.

Sincerely,

Hal Stern  
Provost and Executive Vice Chancellor  
Chancellor’s Professor, Department of Statistics

Gillian R. Hayes  
Vice Provost, Graduate Education  
Dean, Graduate Division  
Robert A. and Barbara L. Kleist Chair in Informatics
I declare that I am a resident of or employed in the County of Los Angeles, State of California. I am over the age of 18 years. The name and address of my Residence or business is 6300 Wilshire Boulevard, Suite 2000, Los Angeles, CA 90048.

On May 6, 2022, I served the Unfair Practice Charge (Description of document(s)) in Case No. Unassigned (PERB Case No., if known).

on the parties listed below by (check the applicable method(s)):

☑ placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;

☐ personal delivery;

☐ electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Nadine Fishel, Associate Director, Office of the General Counsel
Labor Relations 1111 Franklin Street, 8th Floor
Regents of the University of California Oakland, California 94607
1111 Franklin Street, 8th Floor
Oakland, California 94607

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on May 6, 2022, at Los Angeles, CA.

(Lorena Zamarripa)

(Type or print name) (Signature)