

SIDE LETTER AGREEMENT

Fall 2022 UAW Strike Effects on Unit 18 Faculty

A. General Provisions

- (1) This Side Letter Agreement shall cover all impacts of the Fall 2022 UAW strike on the Unit 18 Faculty (IX) bargaining unit at the higher education campus locations. This Agreement excludes The Preuss School at UCSD, the Geffen Academy at UCLA, and the UCLA Lab School.
- (2) This Agreement shall not be precedent-setting for future side letters or effects bargaining and does not modify the provisions of Article 24 – Instructional Workload.

B. Student Evaluations

- (1) In recognition of the Fall 2022 UAW strike, each campus will offer one of the following options.
 - i. With the exception of assessments and reviews that have already commenced by the effective date of this agreement, student evaluations for fall term 2022 will include a notation (in the form of a watermark or a document appended to the front page of evaluations) that instruction took place during a labor strike, which may have impacted the evaluations; or
 - ii. Apply to Unit 18 faculty any policies/procedures related to fall 2022 student evaluations that are applied to Senate Faculty.
- (2) Nothing in the Side Letter Agreement precludes Unit 18 faculty members from describing their experience with Fall 2022 instruction in their personal statement.

C. Workload

Lecturers of courses for which a Teaching Assistant(s) and/or Reader(s) were assigned, who performed duties that would have ordinarily been performed by that TA and/or Reader, shall be given the opportunity to submit a record of the work they performed that would have otherwise been completed by a Teaching Assistant and/or Reader who withheld their labor between the beginning of the strike on November 14, 2022 and the end of the strike on December 23, 2022. The Parties recognize that a Lecturer may have

performed additional work consistent with this agreement beyond the end date of the UAW strike on December 23, 2022.

D. Criteria for eligibility

- 1) Teaching Assistant or Reader was initially assigned to the course where the Lecturer was the instructor of record for Fall Term 2022 and that academic student employee(s) struck; and,
- 2) As of the effective date of this agreement, the Lecturer has not already received, or been approved for, additional compensation for work performed as described in Section C of this agreement; and,
- 3) A Reader(s) was not assigned to a course to complete the work where a Lecturer was the Instructor of Record after the strike ended on December 23, 2022, or the Reader assigned, while assisting, did not fully complete the totality of struck work; and,
- 4) The Lecturer had to perform the additional grading and work related to grading performed for the academic student employee who engaged in strike activity.

E. Process

- 1) The University will issue a communication no later than March 30, 2023, to all Unit 18 faculty that the parties have reached agreement regarding effects bargaining and will provide a link to the final agreement.
- 2) A Lecturer who meets the criteria for eligibility above in Section D must submit a written request for additional compensation based on the number of hours spent grading or work related to grading. The written request shall describe the work not performed by the ASE(s), the timeframe when the ASE(s) withheld their labor, description of the requirement or clear expectation by the University for the Lecturer to perform the duties, a detailed description of the work completed by the lecturer, and an itemization of the hours committed to each duty.
- 3) If the Lecturer is submitting a written request for a course where a Reader was assigned in Section D.3, the Lecturer shall submit in writing all the requirements in Section E.2 above and also identify the name of the Reader and describe the work that was completed by the Reader and the work that was completed by the Lecturer.
- 4) Submissions must be made to the department chair or equivalent no later than 5:00 p.m. on Friday, April 28, 2023.

- 5) The department chair or equivalent shall approve or deny the request no later than fifteen (15) calendar days from the date of submission. In the event of a denial, the Chair shall issue a written reason for the denial to the lecturer.
- 6) If there is a dispute regarding the hours of work performed, the dispute shall be forwarded to the Dean (or equivalent academic administrator) who oversees the department for a final decision. The Dean shall make the decision no later than fifteen (15) calendar days from the date of submission. In the event of a denial, the Dean shall issue a written reason for the denial to the lecturer.

F. Compensation

- 1) All hours spent performing duties that would have otherwise been completed by a Teaching Assistant and/or Reader and beyond the time spent for completing a lecturer's normal appointment shall be compensated at the university-calculated hourly rate at the lecturer's salary rate in effect fall 2022. (Annual Rate/2 semesters or 3 quarters, / working days¹ in fall quarter 2022 or fall semester 2022/ 8 hours = hourly rate). This rate shall apply to work performed after November 14, 2022, and must be for work performed by lecturers related to coverage for the Fall quarter/semester, even if the work was completed in Winter quarter/Spring semester.
- 2) The UC-AFT agrees that the above mechanism for submitting and receiving additional compensation for work performed under this Agreement is the exclusive means by which a Unit 18 faculty member can receive additional compensation for such work.
- 3) One-time payments made pursuant this agreement shall be non-base building and non-UCRP eligible. The UC-AFT acknowledges and understands that the payments described in this Agreement represent compensation and that, therefore, the University will withhold from the gross amount of the payments, all taxes and other appropriate deductions that it would normally withhold from the earnings.

G. Grievances and Unfair Labor Practice Charge – SF-CE-1412-H

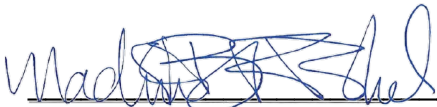
- 1) Upon the effective date of this Agreement, the UC-AFT agrees to withdraw California public Employment Relations Board Unfair Labor Practice Charge

¹ working days consist of all Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays, including holidays occurring on any of those days, which fall between the beginning and ending dates of the service period of an academic appointment.

No. SF-CE-1412-H with prejudice, and further agrees to forever release and discharge all claims asserted therein.

- 2) Upon the effective date of this Agreement, the UC-AFT agrees to dismiss any pending grievance and requests for information related to this matter.
- 3) The UC-AFT retains the right to file grievances pursuant to this Agreement directly to Step 3, subject to Article 32 – Grievance Procedure. The Step 3 appeal must be filed with the Executive Director of Labor Relations Operations in the Office of the President within fifteen (15) calendar days of the date the Dean's decision was issued. The Step 3 decision will be final and may award compensation in an amount consistent with Section F of this agreement up to the maximum number of hours submitted by the lecturer. If an issue of academic judgement is raised in the appeal to Step 3, an individual who holds an academic title at the Office of the President will be consulted during the decision- making process. Grievances will not be eligible for appeal under Article 33 – Arbitration.

For the University




NADINE B. FISHEL




James DiCaprio

For the UC-AFT



John Branstetter



David Walter

March 24, 2023

Date