

University of California
and
The International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of
America (UAW)
and
its Local Union UAW 4811
for
Graduate Student Researchers
and
Academic Student Employees
(BR/BX)

March 20, 2026 – December 31, 2029

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ARTICLE 01A ASE RECOGNITION

Note: The provisions of Article 01A – Recognition are only applicable to bargaining unit members in ASE titles as defined in Section B below.

A. CERTIFICATIONS

The University hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4811 as the exclusive representative for matters within the scope of representation for all employees within what was previously defined as 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), SF-UM-629-H (Merced), SF-UM-871-H (San Francisco).

B. ACADEMIC STUDENT EMPLOYEE (ASE) JOB TITLES

1. Teaching Assistant
 - a. 2310 – Teaching Assistant-GSHIP
 - b. 2311 – Teaching Assistant-Non-GSHIP
 - c. 2320 – Teaching Assistant-1/10-GSHIP
 - d. 2321 – Teaching Assistant-1/10-Non-GSHIP
2. Associate Instructor
 - a. 1501 – Associate Instructor-AY-GSHIP
 - b. 1502 – Associate Instructor-AY-Non-GSHIP
 - c. 1506 – Associate Instructor-AY-1/9-GSHIP
 - d. 1507 – Associate Instructor-AY-1/9-Non-GSHIP
 - e. 1508 – Associate Instructor-AY-1/10-GSHIP
 - f. 1509 – Associate Instructor-AY-1/10-Non-GSHIP
 - g. 1511 – Associate Instructor-FY-GSHIP
 - h. 1512 – Associate Instructor-FY-Non-GSHIP
3. Tutor
 - a. 2510 – Tutor-Non-Student
 - b. 2860 – Tutor-GSHIP
 - c. 2861 – Tutor-Non-GSHIP
4. Reader
 - a. 2500 – Reader-Non-Student
 - b. 2850 – Reader-GSHIP
 - c. 2851 – Reader-Non-GSHIP
5. Special Reader
 - a. 2852 – Special Reader-UCLA-GSHIP
 - b. 2853 – Special Reader-UCLA-Non-GSHIP

- C. The recognized unit may be modified by agreement of the parties pursuant to the rule and regulations of the Public Employment Relations Board.

D. LEGACY TITLES

If the University proposes to reintroduce the legacy titles listed below as per the Side Letter – Transition Supplement for Legacy ASE Titles, the University shall give at least 60 days notice to the Union prior to the proposed date of implementation. The notice to the Union shall include a statement or reason(s) for the proposed reintroduction. If the University reintroduces these titles, they will remain a part of the bargaining unit, and the parties shall meet and confer regarding salary range and ancillary pay practices for the classifications.

1. Teaching Fellow
 - a. 2300 – Teaching Fellow GSHIP
 - b. 2301 – Teaching Fellow Non-GSHIP
2. Remedial Tutor
 - a. 2280 – Remedial Tutor I-Non-GSHIP
 - b. 2288 – Remedial Tutor I-GSHIP
 - c. 2289 – Remedial Tutor II-GSHIP
 - d. 2290 – Remedial Tutor II-Non-GSHIP

ARTICLE 01B
GSR 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 matters within the scope of representation for all employees within the Graduate Student Researchers unit (“Unit”) as certified by the Public Employment Relations Board (PERB) in petition number SF-RR-1022-H as described in the 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
 - iv. GSR-PARTIAL FEE REM, 3276
 - v. GSR-TUIT & FEE REM, 3284
 - vi. GSR-TUIT & FEE REM-UCSD-GRP B, 3285
 - vii. GSR-TUIT & FEE REM-UCSD-GRP C, 3286
 - viii. GSR-TUIT & FEE REM-UCSD-GRP D, 3287
 - ix. GSR-TUIT & FEE REM-UCSD-GRP E, 3262
 - x. GSR-TUIT & FEE REM-UCSD-GRP F, 3263
 - 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. Titles and Title Codes: The University will use the following titles and job codes for Trainees:
- i. 003152 GSR-TRAINEE-PAID DIR-NO REM
 - ii. 003153 GSR-TRAINEE-PAID DIR-TUIT REM

- iii. 003154 GSR-TRAINEE-NO REM
- iv. 003155 GSR-TRAINEE-TUIT 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. Titles and Title Codes: The University will use the following titles and job codes for Fellows:
 - i. 003142 GSR-FELLOW-PAID DIR-NO REM
 - ii. 003143 GSR-FELLOW-PAID DIR-TUIT REM
 - iii. 003144 GSR-FELLOW-NO REM
 - iv. 003145 GSR-FELLOW-TUIT REM
 - v. 003160 GSR TRAINEE/FELLOW SUPPLEMENT

4. Graduate Student Research Assistants at Lawrence Berkeley National Laboratory – Category of Employees

- a. LBNL titles and job codes are as follows:
 - i. Graduate Student Research Assistant (GSRA) – Job Codes 214.1- 214.X

5. The term "Graduate Student Researcher" or "GSR" shall be used throughout this Agreement to refer to all Graduate Student Researchers (Section B.1), Trainees (Section B.2), Fellows (Section B.3), and GSRAs (Section B.4) in the bargaining unit. When there is a distinction in the terms and conditions of employment that apply to the GSRs in Section B.1 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.

- D.** The parties may agree to modify the recognized unit pursuant to the rules and regulations of the Public Employment Relations Board (PERB).

**ARTICLE 02A
ASE APPOINTMENT NOTIFICATION**

A. GENERAL PROVISIONS

1. An Academic Student Employee (ASE) appointment is established only by the issuance of a Written Notice of Appointment as provided in this Article.
2. A Written Notice of Appointment is an official document which meets the requirements of Sections B and C below.
3. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, where applicable, and the timely submission of all documents required by the University to process a request for work authorization.
4. Beginning January 1, 2027, when the University offers a Teaching Assistant (TA) or Associate Instructor appointment to an individual in a PhD and MFA program, the appointment will be at 50% FTE, unless one or more of the following exceptions apply:
 - a. in conjunction with another salaried bargaining unit appointment totaling fifty percent (50%) FTE;
 - b. the University determines in its academic judgment that another TA or Associate Instructor is more qualified to teach available course(s) and provides notice of its decision to the Union;
 - c. by exception, the University maintains sole discretion to appoint at a higher percentage than fifty percent (50%) FTE; or
 - d. if the terms of a training grant or fellowship explicitly restrict employment of the graduate student to less than fifty percent (50%) FTE. Nothing about this Agreement limits a graduate student's ability to reject a training grant or fellowship in order to accept a fifty percent (50%) FTE appointment.

B. TEACHING ASSISTANT, ASSOCIATE INSTRUCTOR, SPECIAL READER, AND TEACHING FELLOW

1. Timing of Written Notice of Appointment
 - 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 a written notice of appointment by e-mail or other electronic system 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.
 - b. 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.

- c. Should positions become available after the commencement of the academic year, written notices of appointment shall be issued no less than thirty (30) calendar days before the start of the appointment.
 - d. In cases in which positions become available less than thirty (30) calendar 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 or other electronic systems and will include the following:
- a. the applicable appointment title,
 - b. appointment percentage (or range of hours),
 - c. effective dates,
 - d. salary/wages,
 - e. tuition, fee, and health benefit remissions, if applicable,
 - f. health and other applicable benefits or deductions,
 - g. hiring unit,
 - h. hiring unit contact,
 - i. response requirements,
 - j. a statement that the position is covered by the Collective Bargaining Agreement between the parties,
 - k. a statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 21 – Non-Discrimination of the Agreement for the applicable process,
 - l. the following statement on reasonable accommodation:
“Academic Student Employees who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with Article 26 – Reasonable Accommodation”
 - m. a reference to Article 04 – Childcare and a link to childcare reimbursement information and eligibility,
 - n. the time and place of any applicable new ASE orientations,
 - o. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),
 - p. a direct link to the UAW website containing the Membership Election Form,
 - q. a statement that the ASE may contact the UAW for assistance, and,
 - r. a statement that when an ASE has any concerns regarding the assigned workload in the ASE’s appointment, the ASE shall immediately communicate to the supervisor as required by Article 38A – ASE Workload.
3. Supplemental Documentation
- a. Timing
 - i. At least thirty (30) calendar 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 Section B.3.b.
 - ii. When a position becomes available more than thirty (30) calendar days in advance of the assignment, the ASE will receive supplemental documentation

(Appendix C and other relevant documents) no less than thirty (30) calendar days before the start of the assignment.

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

b. Form and Content of Supplemental Documentation

- i. 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) departmental policy on class, section and/or lab size where it exists, and
 - f) it may include estimated time for effective completion of each duty.
- ii. The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

C. READER, REMEDIAL TUTOR AND TUTOR

1. Timing of Written Notice of Appointment

- a. When a position becomes available more than thirty (30) calendar days in advance of the assignment, the ASE will receive Written Notice of Appointment by email or other electronic systems no less than thirty (30) calendar days before the start of the assignment.
- b. In cases in which a position becomes available less than thirty (30) calendar days before the commencement of an academic term, notification will be made as soon as possible.

2. Form and Content

- a. Written notices of appointment shall be sent by email or other electronic systems and will include the following:
 - i. the applicable appointment title,
 - ii. appointment percentage (or range of hours),
 - iii. effective dates,
 - iv. salary/wages,
 - v. health and other applicable benefits or deductions,
 - vi. tuition, fee, and health benefit remissions, if applicable,
 - vii. hiring unit,
 - viii. hiring unit contact,
 - ix. response requirements,
 - x. a statement that the position is covered by the Collective Bargaining Agreement between the parties,

- xi. A statement that an ASE who anticipates a need for access to all-gender restrooms and/or lactation support, should refer to Article 21 – Non-Discrimination of the Agreement for the applicable process,
- xii. the following statement on reasonable accommodation: “Academic Student Employees who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with Article 26 – Reasonable Accommodation.”
- xiii. a reference to Article 04 – Childcare and a link to childcare reimbursement information and eligibility,
- xiv. the time and place of any applicable new ASE orientations,
- xv. a direct link to the UAW website containing the Membership Election Form,
- xvi. a statement that the ASE may contact the UAW for assistance,
- xvii. the faculty member or supervisor to whom the individual will report if known,
- xviii. the location where the work will be performed if known,
- xix. the class assigned if applicable,
- xx. the departmental reader/tutor pay formula,
- xxi. description of required duties (Appendix C and other relevant documents),
- xxii. a statement that the name and department address of all ASEs are released to the UAW each term (quarter/semester),
- xxiii. it may include estimated time for effective completion of each duty.
- xxiv. A statement that when an ASE has any concerns regarding the assigned workload in the ASE’s appointment, the ASE shall immediately communicate to the supervisor as required by Article 38A – ASE Workload.
- xxv. The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

D. ADDITIONAL INFORMATION FOR WRITTEN NOTICES OF APPOINTMENT

- 1. Campuses may provide additional information in appointment letters.
- 2. A sample appointment letter is appended to this Agreement as Appendix D.

E. FAILURE TO RESPOND

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

ARTICLE 02B
GSR APPOINTMENT NOTIFICATION

A. GENERAL PROVISIONS

1. A GSR appointment is established only by the issuance of a Written Notice of Appointment as provided in this Article.
2. A Written Notice of Appointment is an official document which meets the requirements of Section C.
3. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, where applicable, and the timely submission of all documents required by the University to process a request for work authorization.
4. The University recognizes year-long appointments provide job security for graduate 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.

B. TIMING OF NOTICE

1. Written Notices of Appointment shall be issued no less than thirty (30) calendar days before the start of the appointment.
2. In cases in which positions become available less than thirty (30) calendar days before the commencement of an academic term, notification will be made as soon as possible.

C. WRITTEN NOTICE OF APPOINTMENT – Graduate Student Researchers

1. Form and Content - Written notices of appointment shall be sent by email or other electronic systems and will include the following:
 - a. the applicable appointment title,
 - b. appointment percentage,
 - c. effective start and end dates,
 - d. salary/wages/stipend,
 - e. health and other applicable benefits or deductions, including Personal Time Off,
 - f. tuition, fee, and health benefit remissions, if applicable,
 - g. hiring unit,
 - h. hiring unit contact,
 - i. a brief statement of the required work duties,
 - j. the name of the faculty member or supervisor to whom the GSR will report,
 - k. the worksite,
 - l. response requirements,
 - m. a statement that a GSR who anticipates a need for access to all-gender restrooms and/or lactation support should refer to Article 21 – Non-Discrimination in the Collective Bargaining Agreement for the applicable process,
 - n. a statement that a GSR who needs or anticipates a need for a work-related accommodation should refer to Article 26 – Reasonable Accommodation in the Collective Bargaining Agreement for the applicable process,
 - o. The following statement on reasonable accommodation: “Graduate Student

Researchers who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with Article 26 – Reasonable Accommodation.”

- p. a statement that the position is covered by the Collective Bargaining Agreement between the parties,
- q. reference to Article 04 – Childcare and a link to childcare reimbursement information and eligibility,
- r. information regarding any applicable new GSR orientations,
- s. 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,
- t. a statement that the name and department address of all GSRs are released to the UAW each term (quarter/semester),
- u. a link to the UAW 4811 contract website,
- v. a direct link to the UAW website containing the Membership Election Form,
- w. a statement that if the break in service as a GSR is 30 calendar days or less, the GSR's previously unused PTO will only rollover upon written request by the GSR within 30 calendar days from the start date of their reappointment.

2. Campuses may provide additional information in appointment letters.

3. A sample appointment letter is appended to this Agreement as Appendix E.

D. FAILURE TO RESPOND

The University may consider an individual who fails to respond, as required in the Written Notice of Appointment, to have rejected the appointment.

ARTICLE 03A
ASE APPOINTMENT SECURITY

- A.** ASEs' appointment will be specified in the Written Notice of Appointment.
- 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, Special Reader, Teaching Fellow, or Associate Instructor 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 an 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 03B
GSR APPOINTMENT SECURITY

- A.** GSRs' appointment will be specified in the Written Notice of Appointment.
- B.** If an individual receives and accepts appointments to a GSR position(s) for one or more terms (i.e., quarter or semester) in a fiscal year, and the position offered and accepted is no longer available, the University will ensure that the individual is placed in an alternate student appointment with substantially similar compensation. Placement is at the University's sole discretion.
- C.** An individual who has accepted a GSR 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. When a GSR has regained academic eligibility, the University will determine in its sole discretion whether or not to reinstate the GSR. Said reinstatement, if any, will be at the level of employment held prior to removal.
- D.** 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.

ARTICLE 04 CHILDCARE

A. PARTICIPATION IN CAMPUS CHILDCARE PROGRAMS AND DEPCARE

1. Employees 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.
2. Employees 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.
3. All employees 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.
4. An employee who received a childcare reimbursement through a combination of appointments is eligible to receive only up to the maximum in Sections B or C per reimbursement period.

B. GSR SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM

1. Effective the first full fiscal quarter following ratification of the contract, each eligible employee shall receive up to \$1900 per fiscal quarter for expenses incurred during the employee's appointment period.
2. Effective October 1, 2027, each eligible employee shall receive up to \$1950 per fiscal quarter for expenses incurred during the employee's appointment period.
3. Effective October 1, 2028, each eligible employee shall receive up to \$2000 per fiscal quarter for expenses incurred during the employee's appointment period.
4. Effective October 1, 2029, each eligible employee shall receive up to \$2050 per fiscal quarter for expenses incurred during the employee's appointment period.
5. A fiscal quarter is defined as a three-month time period as follows:
 - a. July 1st – September 30th
 - b. October 1st – December 31st
 - c. January 1st – March 31st
 - d. April 1st – June 30th
6. An eligible GSR is a:
 - a. registered graduate student with 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;

- b. 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;
 - c. has submitted a request for reimbursement no later than thirty (30) calendar days following the quarter/semester for which childcare reimbursement is sought.
7. Any childcare reimbursement provided to GSRs 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, B.2, B.3 and B.4 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, B.2, B.3 and B.4 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. ASE SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM

1. Academic Year

- a. Effective at the commencement of the first full term following ratification of the contract, each eligible ASE shall receive up to \$1900 per quarter or \$2850 per semester for expenses incurred during the ASE's appointment period in the regular academic year.
- b. Effective October 1, 2027, each eligible ASE shall receive up to \$1950 per quarter or \$2925 per semester for expenses incurred during the ASE's appointment period in the regular academic year.
- c. Effective October 1, 2028, each eligible ASE shall receive up to \$2000 per quarter or \$3000 per semester for expenses incurred during the ASE's appointment period in the regular academic year.
- d. Effective October 1, 2029, each eligible ASE shall receive up to \$2050 per quarter or \$3075 per semester for expenses incurred during the ASE's appointment period in the regular academic year.
- e. 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.

2. Summer Session

- a. Effective at the commencement of the first full Summer Session following ratification of the contract, each eligible ASE shall receive up to a total of \$1900 for Summer Session(s) for the expenses incurred during the ASE's summer appointment(s).
- b. For Summer Session 2027, each eligible ASE shall receive up to a total of \$1950 for Summer Session(s) for the expenses incurred during the ASE's summer appointment(s).

- c. For Summer Session 2028, each eligible ASE shall receive up to a total of \$2000 for Summer Session(s) for the expenses incurred during the ASE's summer appointment(s).
- d. For Summer Session 2029, each eligible ASE shall receive up to a total of \$2050 for Summer Session(s) for the expenses incurred during the ASE's summer appointment(s).
- e. 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.

D. REIMBURSEMENT PROCESS

1. The University shall process reimbursements and issue payments within 60 days of a request being filed.
2. Each location shall post information regarding its childcare reimbursement program, criteria, and submission instructions on a central campus website.

ARTICLE 05 ASE CLASSIFICATIONS

A. GENERAL PROVISIONS

1. This Article provides general definitions for the titles identified in Article 01A – ASE Recognition. (For GSR title definitions, see Article 01B – GSR Recognition.)
2. The title definitions establish only the scope of role and are not full descriptions of all duties and responsibilities assigned to members of the bargaining unit. Assignment of duties and responsibilities that are in the scope of role remain at the sole discretion of the University pursuant to Article 19 – Management and Academic Rights.
3. The University retains sole discretion to allow exceptions to job qualification requirements outlined in this Article (e.g., providing exceptions for undergraduate students or part-time graduate students to serve as Teaching Assistants).

B. DEFINITIONS

Academic Student Employees shall be appointed into the appropriate bargaining unit title in accordance with Article 01A – ASE Recognition and the definitions below:

1. Teaching Assistant (2310, 2311, 2320, 2321)

A Teaching Assistant is an eligible registered full-time graduate student employed as an instructional trainee. Under active guidance and supervision, a Teaching Assistant is typically responsible for teaching course sections (e.g., discussion, laboratory, or quiz sections), holding office hours, preparing course materials, and grading. A Teaching Assistant shall not be solely responsible for the entire instruction of a course (or for providing the entire instruction of a group of students enrolled in a course), the instructional content of a course, the selection of student assignments, planning of examinations, or determining the term grade for students. A Teaching Assistant shall not be given the same level of responsibility for an entire course as an Associate Instructor.

2. Associate Instructor (1501, 1502, 1506, 1507, 1508, 1509, 1511, 1512)

An Associate Instructor is an eligible full-time registered graduate student who is employed under general supervision to conduct the entire instruction of a course. Associate Instructors may not be the designated supervisor of other graduate student appointees (e.g., TAs).

3. Tutor (2510, 2860, 2861)

A Tutor is an eligible registered graduate or undergraduate student (with the exception of job code 2510) employed to provide tutoring to an individual (one-on-one) or group of students (2 or more at the same time). A Tutor will not be given the other course-related instructional responsibilities customarily assigned to Teaching Assistants or Readers.

4. Reader (Title Codes: 2500, 2850, 2851)

A Reader is an eligible registered graduate or undergraduate student (with the exception of job code 2500) employed to provide services which will normally include the grading of student assignments and examinations, and may include limited advising and demonstration work related to grading only. A Reader will not be given the other responsibilities customarily assigned to Teaching Assistants, Associate Instructors, or Tutors.

5. Special Reader – UCLA Only (Title Codes: 2852, 2853)

A Special Reader is an eligible registered graduate student who assists the faculty member teaching the course with the reading and grading of students' papers and exams in upper-division undergraduate and graduate-level courses.

ARTICLE 06
DEFINED CONTRIBUTION AND UNIVERSITY RETIREMENT PLAN(S)

- A.** Employees shall continue to be eligible for DCP and UC retirement plan(s) coverage in accordance with the UC plan requirements.
- B.** Eligible employees 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 employees in the same manner as they apply to other represented academic employees at the same campus.
- D.** Employees 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.
- E.** Instructions on how to change an employee's investment options will be included in appointment letters starting no later than July 1, 2026. The instructions shall be provided to the Union by June 1, 2026.
- F.** The parties, at the request of the Union, agree to hold a systemwide Joint-Labor Management meeting once a year on the issue of distribution and rollover of vested account balances in DCP for separated employees beginning no later than July 1, 2026 or within 120 days of ratification, whichever is later.

ARTICLE 07
DEFINITIONS

- A.** Academic Student Employee (ASE) – an individual employed in a bargaining unit title in one of the titles listed in Article 01A – ASE Recognition.
- B.** Graduate Student Researcher (GSR) – an individual employed in a bargaining unit title in one of the titles listed in Article 01B – GSR Recognition.
- C.** Sole discretion means the non-grievable, non-arbitrable authority of the University of California.
- D.** Employee – For purposes of this Agreement only, “employee” shall refer to an academic appointee in the bargaining unit.

ARTICLE 08 DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

The University may discipline or dismiss an employee for just cause.

B. DEFINITIONS

1. "Discipline" includes: a written warning, suspension without pay, or dismissal.
 - a. A "written warning" is a communication that informs the employee of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency.
 - b. A "suspension without pay" is removal from appointment responsibilities without pay 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 ending date of the appointment.
2. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable.
3. The University may take other disciplinary actions consistent with extramural funding agency requirements.
4. A copy of the disciplinary action shall be placed in the employee's employment file.
5. 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 employee'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 employee in the unit, either by delivery of the notice to the employee-in person, or by the employee's official University e-mail address.
 - b. A copy of the notice of intent shall be sent to the UAW at contractenforcement@uaw4811.org. Home address of the employee will be redacted if the employee has requested that such information not be released.
3. Content

The notice of intent shall:

- a. inform the employee of the disciplinary or dismissal action proposed, the reason for the proposed action including applicable documentation, and the effective date(s) of the action;
- b. inform the employee of the right to respond and to whom to respond within the applicable time limit in accordance with Section D; and
- c. inform the employee of the right to representation by a representative of their choice.

D. RESPONSE TO WRITTEN NOTICE OF INTENT

The employee or the employee's representative 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. 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 employee of any action to be taken and its effective date, as well as the rights set out under Article 12 – Grievance and Arbitration. The Notice of Action, if any, shall be issued within twenty-one (21) days from the employee's timely response to the written notice, when practicable.
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 employee will be redacted if the employee has that such information not be released.

F. INVESTIGATORY LEAVE

1. The University may place an employee 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 employee from all work duties and/or require removing the employee from the premises.
2. Investigatory leave shall not be considered a form of discipline.
3. The University will immediately provide the employee and the employee's representative with a written confirmation of the terms and reasons for the investigatory leave.
4. During an investigatory leave, notice of an investigatory meeting shall be emailed to the employee with a copy to the Union at least two (2) calendar days in advance of such meeting.

ARTICLE 09
EMERGENCY LAYOFFS

- A.** An emergency layoff is the suspension of an appointment to which an employee 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 employees during periods of emergency layoff.

ARTICLE 10
EMPLOYMENT FILE(S) AND EVALUATION

A. EMPLOYMENT FILE(S)

“Employment file(s)” shall be defined as information (including reports, documents, correspondence and other materials in their entirety or redacted portions) pertaining to an individual’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(s).

1. The University shall designate the location where employees or their designated representatives may obtain access to the employee’s employment file(s).
2. Additionally, an employee may make a request to their supervisor to add information related to their performance to their employment file(s). Such requests shall be made no later than thirty (30) calendar days following the conclusion of the appointment.
3. An employee 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 copy the employee on documents added to the employment files. Documents may include, but are not limited to, Written Notices of Appointment, performance evaluations, disciplinary documents, training compliance, and/or other standard employment file(s) documents.
5. The University shall provide an employee or their representatives access to or a copy of their 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 an employee 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(s), the employee has thirty (30) calendar days from the date the employee reviewed their file(s) or knew or reasonably should have known that it was placed into the file(s) to append material to the file(s).
7. If an employment file(s) contains factual non-evaluative information that is incorrect, the employee may request correction of the file(s) within thirty (30) calendar days of discovery. If an employee is no longer employed when the factual non-evaluative information is placed into the file(s), the employee has thirty (30) calendar days from the date the employee 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 employee’s employment file(s).

9. Upon the employee's written request, counseling memos and/or disciplinary documents shall be removed from an employment file if there have been no other such memoranda or disciplinary actions relating to the same or similar issue(s) for the prior two-year period, unless the disciplinary action involved allegations of workplace violence, harassment, discrimination, or other serious misconduct.

B. EMPLOYMENT EVALUATIONS

1. "Employment evaluation" is the supervisor's written assessment(s) of employment performance. This does not include evaluations of graduate student status, including, but not limited to academic progress, academic portfolio, studies, courses, and grades.
2. Although employment evaluations are not required, if the employing department or hiring unit is requiring employment evaluations, the 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 11A ASE 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 and remission of Nonresident Supplemental Tuition ("NRST") as provided in this Article.

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 to cover 100% of campus fees, not to exceed the maximum campus fees for each campus. This provision shall be effective for academic year 2023–2024.

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.

D. CURRENT PRACTICE FOR NRST

Pursuant to University policy, the annual NRST charge for graduate doctoral students who have advanced to candidacy is reduced by 100%. A graduate doctoral student may receive the reduced NRST rate for a maximum of three (3) years. Any such student who continues to be enrolled or who re-enrolls after receiving the reduced charge for three years will be charged the full NRST rate that is in effect at the time.

ARTICLE 11B GSR FEE REMISSION

A. ELIGIBILITY

A GSR who is a registered graduate student with (a) GSR 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 and remission of Nonresident Supplemental Tuition ("NRST") as provided in this Article.

B. PARTIAL FEE REMISSION

1. For those GSRs eligible for a Partial Fee Remission, the University will provide:
 - a. A Partial Fee Remission of 100% of Tuition and the Student Services Fee;
 - b. Partial Fee Remission of \$100 per quarter or \$150 per semester to partially cover campus fees.
2. Commencing Academic Year 2023–2024, the University shall provide a Partial Fee Remission to cover 100% of campus fees, not to exceed the maximum campus fees for each campus.

C. FEE EQUIVALENCY FOR GSRs ENROLLED IN SELF SUPPORTING PROGRAMS

A GSR who is a registered graduate student with (a) GSR 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 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.

D. CURRENT PRACTICE FOR NRST

Pursuant to University policy, the annual NRST charge for graduate doctoral students who have advanced to candidacy is reduced by 100%. A graduate doctoral student may receive the reduced NRST rate for a maximum of three (3) years. Any such student who continues to be enrolled or who re-enrolls after receiving the reduced charge for three years will be charged the full NRST rate that is in effect at the time.

ARTICLE 12 GRIEVANCE AND ARBITRATION

A. GENERAL PROVISIONS

1. A grievance is a claim by an individual employee, a group of employees, 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.
2. Only the UAW has standing to file a grievance on the following:
 - a. A campus' failure to establish a campus-wide website that lists the ASE positions anticipated by the date agreed to in Article 25 – Posting.
 - b. A campus' failure to provide employee lists in accordance with Article 33 – Union Access and Rights, and Article 34 – Union Security.
 - c. "Locking out" employees in accordance with Article 20 – No Strikes.
 - d. Failure to provide the necessary information to the UAW as set forth in Article 34 – Union Security.
3. A grievant shall have the right to be represented at all steps of the Grievance Procedure up to the Appeal to Arbitration by the UAW, another representative, be self-represented or by any person of their choice other than a University employee who has been designated as supervisory, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and contact information of their representative, if applicable. Only the UAW may represent a grievant after the Appeal to Arbitration. The grievant's representative may be assisted in grievance meetings by other representatives.
4. Attendance at the Step meetings held pursuant to Section C are limited to the grievant, the grievant's representative, if any, and one other individual from UAW. Advanced requests for additional attendees to present directly relevant information pertaining to the grievance shall not be unreasonably denied.
5. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.
6. The Management and Academic Rights described in Article 19 – Management and Academic Rights shall not provide the basis of a grievance.

B. FILING GRIEVANCES

1. All grievances must be filed with the campus labor relations office at the campus-where the alleged violation occurred within the time frames specified in this Article. In cases where the violation occurs on a campus other than the grievant's hiring campus, the receiving office shall coordinate the grievance processing. 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 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 contractenforcement@uaw4811.org and the email address designated by the Grievant/Representative on the grievance form as provided in Appendix A.
- 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. 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 or remedies.
- f. Receipt of the grievance or appeal 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.
- g. The timelines and meetings for the processing of grievances shall be in accordance with the steps addressed below:

C. GRIEVANCE STEPS

1. Step 1 – (Optional) Informal Resolution

- 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 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). The grievance must be filed no later than thirty (30) calendar days from the following instances, whichever occurs first: a) the date of the event/action which gave rise to the grievance, or b) the date on which either the grievant or the representative knew or reasonably should have known of the alleged violation of the Agreement.
 - 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 – 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, if one was issued, or the date on which the Step 2 response would have been due if a Step 2 response was not issued. Failure to submit a timely appeal to the Office of the President shall render the grievance closed.
 - b. An appeal to Step 3 shall be accomplished as follows:
 - i. Email to AppealAGrievance@ucop.edu.
 - a) Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.
 - b) The date of filing for emailed Appeals to Step 3 shall be the date the appeal is sent. 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.
 - c) 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 thirty (30) minutes of the time of submission, the date of filing shall be the sent time and date.

- ii. The subject of the grievance as stated in Step 2 shall constitute the subject matter of the appeal to Step 3.
- iii. 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. The Step 3 decision shall be served upon the grievant and/or the grievant's representative, and the Union at contractenforcement@uaw4811.org.
- iv. The UCOP official or the UCOP official's designee shall have the authority to settle grievances appealed to Step 3.

D. GRIEVANCES FILED DIRECTLY TO THE OFFICE OF THE PRESIDENT

1. In the event the union alleges a contract violation as a direct result of Office of the President action, the grievance shall be filed directly at Step 3 with the Office of the President within thirty (30) calendar days from the following instances, whichever occurs later first: a) the date the event /action which gave rise to the grievance occurred, or b) the date on which either the grievant or their representative knew or should have known of the alleged violation of the Agreement. At the time of filing, the UAW must provide specific evidence that the violation is occurring on multiple Campuses.
2. The UCOP official or the UCOP official's designee shall issue the University's decision within thirty (30) calendar days of the receipt of the filing. The University's decision shall be served upon the grievant and/or the grievant's representative, and the Union at contractenforcement@uaw4811.org.

E. TIME LIMITS

1. Failure by the grievant and/or their representative 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.
2. With the exception of the thirty (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 notice in advance of the deadline at either Step 2 (after timely grievance filing) or Step 3.

F. RELEASE TIME FOR GRIEVANCE/ARBITRATION FOR THE GRIEVANT AND 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.

G. 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. If the Office of the President did not issue a decision within the timelines specified above, the Appeal to Arbitration is due within sixty (60) calendar days from the date when the decision would have been due. The written appeal must be signed by an authorized representative of the UAW and must include:

- a. The name and email 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 grievance shall be considered closed.

2. Procedure

An Appeal to Arbitration shall be made in the following way:

- a. 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.

3. Remand/Retain Notice

- a. Within fifteen (15) days of receipt of the appeal, the Office of the President shall notify the Union whether the Office of the President shall remand the case to the location or retain the case at the Office of the President.

H. SELECTION OF THE ARBITRATOR/PRE-ARBITRATION CONFERENCE

1. The UAW representative shall contact the designated University official as per the Remand/Retain Notice within thirty (30) calendar days of the Remand/Retain Notice in order to select an arbitrator from the panels set forth in Appendix B. The arbitrator shall be selected within forty-five (45) calendar days from the date of the Remand/Retain Notice. If no Remand/Retain Notice is issued, the Office of the President shall coordinate a meeting in order to select an arbitrator within forty-five (45) calendar days from the date when the notice would have been due. Failure to contact the designated University official within the established time frame shall render the grievance closed.
2. For grievances remanded to the location, the selection of arbitrator and scheduling shall be as follows:
 - a. If the parties cannot agree to an arbitrator from the panels, the parties shall alternately strike one (1) name each from the list of statewide panel members.
 - b. 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.
 - c. 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.
 - d. By mutual agreement, the parties may alternatively use the process in Section H.3 below.
3. For grievances that are retained by the Office of the President, the selection of arbitrator and scheduling shall be as follows:
 - a. Six (6) standing arbitration dates will be pre-scheduled each year, three (3) of which will occur within the months of January through June and three (3) in July through December. The parties may add additional standing arbitration days by mutual agreement.
 - b. The parties will endeavor to pre-schedule the same arbitrator for each set of three (3) hearing dates.
 - c. Within thirty (30) days of ratification, the parties will meet to select no more than four (4) arbitrators from the panel to serve as standing arbitrators. If the parties cannot agree to arbitrators from the panels, the parties shall alternately strike one (1) name each from the list of statewide panel members until there are four (4) remaining.
 - i. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin.
 - ii. Immediately upon selection the parties will notice the selected arbitrators and pre-schedule the remaining standing arbitrations for the calendar year.
 - iii. If a selected arbitrator declines to serve, the parties will strike again from the panel.

- d. For each subsequent year of the contract, standing dates will be calendared and standing arbitrators selected on an annual basis no later than November 1 of the prior year, using the process above.
 - e. The Office of the President and the UAW shall meet to assign retained cases to predetermined arbitration dates. Arbitration hearings will be for the next standing arbitration date that is at least ninety (90) days out and has not already been scheduled for another case. The parties may choose a different date by mutual agreement.
 - f. By mutual agreement the parties may select an arbitrator from the panel instead of choosing a pre-scheduled standing arbitration date.
4. At the Pre-Arbitration Conference (PAC), which shall occur every two (2) months, the parties shall:
- a. Resolve any remaining issues regarding the selection of arbitrator or arbitration dates which have not been resolved prior to the PAC.
 - b. Discuss any existing arbitrability claims raised by the University, with the goal of resolution.
 - c. Discuss the merits of the grievance(s), with the goal of resolution.
 - d. Discuss and decide engaging in grievance mediation in accordance with J below.
5. At the time the University and the UAW schedule the Pre-Arbitration Conference, each party shall identify the names of the participants.
6. If any issues remain unresolved, the matter shall go forward to a hearing.
7. Arbitration Scheduling
- a. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing schedule, but if they are unable to agree, the authority for scheduling a hearing shall reside with the arbitrator.

I. ARBITRABILITY

- 1. Issues of arbitrability shall be heard and decided at the hearing on the merits of the case, unless the parties mutually agree to bifurcate the matter.
 - a. If issues of arbitrability are heard and decided at the same hearing as the merits of the case, the arbitrator shall rule on arbitrability first. If the arbitrator rules that the matter is not arbitrable, the matter will be closed and the remainder of the hearing shall not proceed. Nothing prevents the arbitrator from making a final ruling regarding arbitrability after the hearing has concluded.
 - b. If the parties agree to bifurcate the matter, the parties shall select a separate arbitrator for arbitrability and schedule an arbitrability hearing.

- c. The parties may mutually agree to an alternative format of bifurcation (e.g., written briefs instead of a hearing or the same arbitrator for both arbitrability and merits).
2. The University shall be precluded from raising arbitrability claims if it has not done so by the Pre-Arbitration Conference held after the arbitration hearing has been scheduled and assigned an arbitrator, unless such issues arise after the Pre-Arbitration Conference occurs (for example, in response to a new argument made by the Union). Arbitrability claims must include facts and arguments to substantiate such claims.

J. MEDIATION (OPTIONAL STEP)

The parties may mutually agree to engage in grievance mediation and request a state mediator or choose a different arbitrator from the panel to serve as a mediator in order to resolve cases prior to a hearing. Mediation shall occur at least four (4) weeks before the arbitrator's cancellation deadline, unless another timeline is mutually agreed to. 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. Such agreement shall not be precedent-setting.

K. 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 except for actions taken pursuant to Article 08 – Discipline and Dismissal, the UAW shall have the burden of proceeding and the burden of proof. In all cases, the burden of proof is 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.

L. 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 Article 13 – Health and Safety, the arbitrator may order the University to cease violations of Article 13 – Health and Safety. 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. Unless the parties mutually agree otherwise, the party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

M. RELEASE TIME FOR ARBITRATION FOR THE GRIEVANT AND 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 witnesses when the witnesses do not have bargaining unit assignments that cannot be rescheduled. 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 witness 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.

N. ARBITRATOR PANEL

1. The parties agree that there will be a standing panel of twenty-one (21) to hear arbitration cases scheduled for hearing pursuant to the provision of this Article. If agreement cannot be reached on all twenty-one (21) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties.
 - a. The parties agree that for the life of this contract the parties will use the combined panel agreed to in the 12/10/2025 side letter for the BR/BX, PX, and RA units.
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 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

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 employees 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 employees 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 an employee believes there has been an exposure to an unsafe work environment and/or practice, the employee has a responsibility to immediately report the issue to the supervisor and departmental safety designees without reprisal.
5. Additionally, employees 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 employee 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 employees to follow safe work practices and work safely.
8. All employees shall comply with the University's established health and safety policies and procedures in this Article, in addition to state and federal mandates.
9. An employee 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.
10. 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.
11. The University and UAW will comply with all Cal-OSHA rules and regulations relating to worksite inspections. If a Cal-OSHA Inspector arrives to inspect a worksite in which an employee is located, a Union Representative may be present at the opening conference and to accompany the inspector during a walk around inspection.

12. Within a reasonable time following a written request by the Union, the University will provide the UAW with copies of EH&S inspection reports related to work sites of employees. The University may charge the Union for the reasonable costs associated with the provision of such materials if providing the materials is burdensome.

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 employees 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 employees at the time of hiring, and shall be updated as necessary.

C. ASSIGNMENTS

1. Employees 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, employees will receive information and training pertaining to the health and safety protocols in the employee's department, an explanation of the health and safety rights and responsibilities of both the University and the employee, instructions concerning known specific hazards of the employee's job, and the procedures available to employees 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 employee prior to the employee 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 greater than those inherent to a typical scope of assigned duties, and for which the employee has not received proper training and/or resources to perform safely.
4. An employee shall not be assigned to any abnormally dangerous or hazardous task at the employee's place of employment.

D. REPORTING PROCEDURES

1. All employees 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 employee shall then identify the components of the assignment that they allege to be abnormally hazardous or dangerous.
 - a. In attempting to resolve the employee'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 employee to complete appropriate safety training.

- b. If the supervisor does not make assignment changes, the supervisor shall have the employee'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 employee. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the employee 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 employee has been properly trained to perform the assignment, the supervisor may assign the employee to perform the assignment or, may assign the affected employee to other available work consistent with the work usually performed by the employee 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. Employees 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 employee's research and, where applicable, known specific hazards associated with the employee's research;
 - b. the health and safety rights and responsibilities of both the University and the employee; and
 - c. the procedures available to employees 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 employees.

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 employee or UAW on request. The University shall maintain such information, including maintenance in electronic form, if the employee 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 employees who are required, as part of their job duties, to use that hazardous substance. The University shall provide employees 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 employee(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 employee 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 employees, the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.
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 employee'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 employee 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 an employee 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. An employee 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 employees to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse employees 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.
 - 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 attendees 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.
3. The campus shall provide release time for the employees to attend the meeting.
4. A University EH&S professional may be invited to attend, based on the agenda items.

J. COMPLIANCE

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 12 – Grievance and Arbitration. The University may choose to reassign an employee, relocate the research activity, and/or curtail the research and/or assignment in order to achieve compliance with this Article.

ARTICLE 14 HEALTH BENEFITS

- A.** Eligible employees 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 employee who is a registered graduate student with ASE/GSR 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 employee 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 employees.
- 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 employee. 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 employee.
- D.** An employee who is eligible to receive a health insurance premium remission through any combination of GSR and ASE appointments is also eligible to receive 100% premium remission for their child dependents if the employee's income exceeds the designated Medi-Cal eligibility threshold.
 - 1. If the employee has a spouse, and their combined household income does not exceed twice the designated Medi-Cal eligibility threshold, then the employee is eligible for the child dependent premium remission.
 - 2. Employees shall follow their local campus procedures for the submission and remission/reimbursement of their child dependent health care premium and such local procedures are at sole discretion of the University, as set forth in the Child Dependent Health Insurance Remission Settlement Agreement (OR-BX-3050-23, OR-BR-3208-23, UCLA Campus BR 23-09). Within 30 days of ratification, the parties will meet and confer over updates to the Child Dependent Health Insurance Attestation Form in regards to eligibility thresholds as described in Section D.1.
 - 3. All locations that, at the time of ratification of this Agreement, administer the child dependent health insurance remission program as a remission, will continue to administer it as such.
 - 4. Eligible child dependents are defined by UC SHIP plan regulations.
- E.** An employee 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.
- F.** 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 employees including systemwide participation in UC SHIP, potential changes in benefits, deductibles, and co-pays. The UAW may also place additional appropriate healthcare-related topics on the agenda, which could include discussions about the concept of an employee-based health plan.

The University agrees to provide up to 4 hours of paid release time (including travel) to one employee per campus for the purpose of attending systemwide meetings. The first such meeting shall take place during the first quarter of fiscal year 2026.

- G.** In the event that a University-sponsored student health insurance plan changes benefits related to gender-affirming care, birth control, and abortion, the University shall notify the Union as soon as is practicable after the approval of such changes through the established student health insurance governance process. The Union may discuss any changes during the meetings set forth in Section F of this Article. This provision does not alter or modify Section C above.

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 (Farmworkers 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 (Veterans 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. 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.

C. For LBNL, the provisions of this Article shall apply except that LBNL does not recognize Veterans Day (November 11th) and Farmworkers Day (last Friday in March or announced equivalent). LBNL shall have two (2) administrative holidays that can be used for Veterans Day, Farmworkers Day, or during the LBNL winter shutdown.

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

E. The University shall not require employees to attend lecture, hold office hours, grade, tutor, proctor, prepare, consult or teach class, section, or lab on designated 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 16 IMMIGRATION

- A.** No employee covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the employee's name or social security number.
- B.** The University will request that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any employee while the employee 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 employees to occur in as private a setting as possible in the workplace. The University will notice the Union, as legally permitted, if the University learns of an immigration investigation regarding an employee or if federal immigration or DHS agents seek to question, search, or detain an employee on University premises. The University will notify the Union as soon as possible if it becomes aware of immigration officers on campus.
- C.** The University will furnish to any employee 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 employees leave time, in accordance with Article 18 – Leaves, when given one weeks' 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. IMMIGRATION-RELATED DISRUPTIONS TO EMPLOYMENT

- 1. Loss of Work Authorization and/or Immigration Status: In the event that an employee is not authorized to work in the United States of America, the University may place the employee on an unpaid leave of absence. The employee will remain on an unpaid leave of absence through the release process described in Section E.2 below but no longer than the end date of the appointment.
- 2. Release Process for Loss of Work Authorization
 - a. Employees who are placed on unpaid leave of absence as per Section E.1 shall be given a written notice of the intent to release. The notice shall:
 - i. state how the employee has failed to comply with work authorization requirements;
 - ii. state that the employee has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice of intent, either orally or in writing; and,
 - iii. state the effective date of the action.
 - b. If the employee meets the legal requirements of providing work authorization to the University during the response period, then the University will withdraw the notice of intent to release.

- c. If no response is received by the University or the employee cannot comply with the work authorization requirements during the response period, the employee's appointment shall end on the date set forth in the notice of intent to release.

3. Reestablishment of Employment

- a. If the employee is able to obtain work authorization that permits them to work in a bargaining unit position within the time of their original appointment period, the University shall reinstate the employee as soon as practicable. In the event that the position is no longer available, the employee shall be placed in another appointment at the classification and equivalent compensation level offered and accepted, or receive equivalent compensation in lieu of the position for the remainder of the appointment period at the level offered.
- b. If the employee is not able to obtain work authorization that permits them to work in a bargaining unit within the time of their original appointment period, the University agrees to meet with the Union and the employee to make reasonable efforts to re-employ the employee for the following academic term provided the employee has made reasonable efforts to obtain valid work authorization. To be re-employed, the employee must provide valid work authorization.

4. Temporary Appointments

- a. If an employee is hired to cover the work of another employee who is on unpaid leave of absence or released from their appointment in accordance with Section E of this Article, that employee shall be considered to be in a Temporary Appointment.
 - b. Employees in Temporary Appointments shall be given a Written Notice of Appointment that states that their assignment is temporary, the expected duration of the appointment, and that they shall not have appointment security under Article 03A – ASE Appointment Security or Article 03B – GSR Appointment Security.
 - c. If the Temporary Appointment will end prior to the expected duration as stated in the Written Notice of Appointment, the employee in the Temporary Appointment shall be given a minimum of ten (10) business days of notice of the new end date of their Temporary Appointment.
 - d. A Temporary Appointment shall not last longer than the academic term in which it was initiated.
5. In the event that the immigration status of an employee on an F-1 or J-1 visa is revoked, the employee can request a Certificate of Eligibility (I-20 or DS-2019) to apply to regain status and other available support through their location's designated office. The University will not unreasonably deny such a request when the employee's immigration status has been revoked through no fault of their own, and any determination of reasonableness shall be based on the information available to the University at the time the request is considered.

6. If the University becomes aware of changes to the immigration status of an employee that could impact their terms of employment, the University shall notify the employee and the Union as soon as practicable.

- 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 I 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. SOCIAL SECURITY NO-MATCH LETTERS

The University shall not take any adverse employment action against an employee solely on the basis of the receipt of a social security no-match letter. The University will work with the employee in good faith to verify the employee's accurate social security number.

- H. The University shall not release an employee's immigration status or related information contained in personnel files without the employee's consent, unless required by federal or state law or pursuant to a judicial warrant or subpoena. The University shall notify the Union of all such requests unless prohibited by law. In the event the request is specific to an employee, the University shall notify the employee named in the request and the Union unless prohibited by law.

I. JOINT LABOR MANAGEMENT COMMITTEE

The University and the UAW shall use the labor management meeting process in accordance with Article 17 – Labor Management Meetings to discuss issues arising from this Article and any changes in federal immigration law as they pertain to conditions of employment as described in Section F.

J. IMMIGRATION LEAVE

1. In accordance with Article 18 – Leaves, employees may take up to three (3) weeks of unpaid leave to travel outside the United States of America to apply for a F-1 or J-1 visa or to seek other forms of immigration relief, provided they give thirty (30) days' notice to their supervisor and the need for travel for a qualifying reason is verified by the International Students and Scholars Office (or equivalent).

2. Potential for Pay During Immigration Leave

To receive pay during an approved Immigration Leave, as long as they remain authorized to work in the United States of America, employees may use their available paid leaves as follows:

- a. Employees appointed under Teaching Assistant, Associate Instructor, Reader, or Tutor titles, where eligible, may use available Short-Term Leave (STL) and one week of available Long-Term Leave (LTL).

- b. Employees appointed under GSR titles, where eligible, may use available Short-Term Leave (STL), available Paid Time Off (PTO), and one week of available Long-Term Leave (LTL).
- 3. The maximum Immigration Leave available under this Article is three (3) weeks, whether paid or unpaid, in any rolling twelve (12) month period. The University may, at its sole discretion, approve additional unpaid leave for these purposes.
 - a. Immigration Leave must be taken in one-week blocks.
 - b. The employee shall record and/or track the time taken and provide and/or enter such information upon request.
- 4. Unless legally required to appear at a specific date and time, employees will make best efforts to schedule appointments related to F-1, J-1, or other immigration matters at times between academic terms, or as otherwise pre-approved by their supervisor.

ARTICLE 17
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) employees to attend the systemwide meeting. The University shall not unreasonably deny release from work provided:
 - a. The designated employees provide at least seven (7) calendar days' notice of the need to be absent from the work site; and,
 - b. The designated employees 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 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.
1. The UAW may request release time for up to two (2) employees to attend the campus meeting. The University shall not unreasonably deny release from work provided:
 - a. The designated employees provide at least seven (7) calendar days' notice of the need to be absent from the work site; and,
 - b. The designated employees work with their supervisor to ensure completion of work requirements.

ARTICLE 18 LEAVES

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A. REQUEST FOR LEAVE AND COVERAGE

1. Except as modified under specific sections below, or otherwise provided by law, to ensure proper coverage for leaves, employees are expected to contact their supervisor, and when applicable, their designated campus contact to request leave as soon as practicable after 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 need for the leave is for an unanticipated personal or family illness or bereavement.
2. Except as modified under specific sections below, or otherwise provided by law, requests for leave shall be made in writing following local procedures and notice requirements, and include information about the type of leave and probable duration.
3. Upon request, the employee will be required to provide appropriate documentation.
4. While it is the University's responsibility to make arrangements for coverage, the employee may assist as reasonably as possible.

B. DEFINITION OF FAMILY MEMBERS

Unless otherwise modified in a specific section of this Article, the following definitions apply:

1. "Family member" is defined as an employee's parent, child, spouse, domestic partner, grandparent, grandchild or sibling.
2. "Child" includes the employee's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the employee stands in loco parentis, who is under 18 years of age or incapable of self-care because of a mental or physical disability.

3. "Parent" includes the employee's biological parent, foster parent, adoptive parent, stepparent, parent-in-law, legal guardian, or an individual who stood in loco parentis to the employee when the employee was a minor child.

C. SHORT-TERM LEAVE

1. Short-Term Leave Eligibility

- a. Employees shall be eligible for paid short-term leave as follows:
 - i. ASE appointments shall be eligible for up to two (2) days of paid short-term leave per quarter and up to three (3) days of paid short-term leave per semester.
 - a) An ASE would be eligible for a maximum of six (6) days of paid short-term leave in an academic year.
 - b) ASEs appointed during summer session shall be eligible for up to two (2) days of paid short-term leave during the entirety of summer session, regardless of the number of summer session appointments.
 - ii. GSR Appointments shall be eligible for one (1) day of paid short-term leave per one-and-a-half-month period.
 - a) For quarter locations, a GSR with a three-month appointment would be eligible for two (2) days of paid short-term leave.
 - b) For semester locations, a GSR with a five-month appointment would be eligible for three (3) days of paid short-term leave.
 - c) A GSR twelve (12) month appointment would be eligible for a maximum total of eight (8) days of paid short-term leave.
 - iii. Paid short-term leave is allocated at the beginning of each appointment. Any unused short-term leave does not carry over to subsequent appointments.

2. Requesting Short-Term Leave

- a. If the need to take paid short-term leave is foreseeable, an employee must provide reasonable advance notification of the need to use paid short-term leave to their PI/supervisor either orally or in writing, including the expected length of the leave and whether the employee is designating the paid short-term leave as protected.
- b. If the need to take paid short-term leave is unforeseeable, an employee must inform their PI/supervisor as soon as practicable either orally or in writing and include whether the employee is designating the paid short-term leave as protected.
- c. When appropriate, the employee may be required to provide documentation supporting the need for paid short-term leave.
- d. Employees must comply with local procedures concerning notice requirements.

3. Use of Paid Short-Term Leave

- a. Employees are not provided with partial days of leave; paid short-term leave must be taken in whole day increments.
- b. Paid short-term leave is distinct and separate from long-term leave as described in Section D below.
- c. Eligible Reasons for Paid Short-Term Leave:

Upon request from an employee, and subject to the provisions of this Article, the University will grant an employee reasonable request for leave of absence of appropriate duration due to:

- i. Employee's personal illness and/or disability, including for the employee's diagnosis, care, or treatment of an existing physical or mental health condition, or preventive care;
 - ii. birth, adoption, or care of a family member as defined in Section B
 - iii. family emergencies;
 - iv. travel outside the United States of America to apply for a F-1 or J-1 visa or to seek other forms of immigration relief, and 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, in accordance with Article 16 – Immigration;
 - v. Pregnancy, childbirth, or related medical conditions for the period prior to, during, and after childbirth, including any reason qualifying for Pregnancy Disability Leave as set forth in Section E.1 below;
 - vi. Bereavement Leave consistent with Section E.2 below;
 - vii. Employee's Reproductive Loss Leave consistent with Section E.5 below;
 - viii. Employee's Victim Leave consistent with Section E.6 below;
 - ix. Employee's Leave to attend crime-related judicial proceedings consistent with Section E.7 below; or
 - x. diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, an employee's family member as defined in Section B.
- d. For the purpose of paid short-term leave:
 - i. "Designated person" is a person identified by the employee at the time the employee requests paid short-term leave. Employees are limited to one designated person per calendar year.

- ii. In-laws or step relatives in the relationships listed in Section B above, including relatives of the domestic partner who would be covered if the domestic partner were the employee's spouse, are also covered.
 - e. The University will maintain the confidentiality of health information, or information related to domestic violence or sexual assault, regarding the employee or the employee's family member and will not disclose such information except as required by law.
4. Paid Short-Term Leave Designated as Protected
- a. The amount of paid short-term leave that an employee is allocated is governed by Section C.1 above. An employee may designate six (6) days per calendar year of their paid short-term leave as protected if the employee uses the days for any of the purposes specified below and complies with the notice requirements provided in this Article.
 - b. Eligible Reasons for Designation as Protected:
 - i. diagnosis, care, or treatment of an existing physical or mental health condition,
 - ii. or preventive care for the employee or the employee's family member as defined in Sections B and C.3.d.i,
 - iii. or for those reasons specified in Sections E.6.b and E.6.c of this Article for an employee who is a victim of a qualifying act of violence or whose family member is a victim of a qualifying act of violence.
 - iv. Other paid short-term leave usage is covered by other requirements in this Article.
 - c. For short-term leave designated as protected only, in addition to the definitions in Section B above, the following applies:
 - i. "Family Member" includes "designated person" as defined in Section C.3.d.i above.
 - ii. "Child" is regardless of age or dependency status.
 - iii. "Parent" includes the legal guardian of the employee or the employee's spouse or domestic partner.
 - iv. "Victim" is as defined in Section E.6.
 - v. "Qualifying act of violence" is as defined in Section E.6.a.i.
 - d. Paid short-term leave designated as protected includes and runs concurrently with Kin Care, which is not a separate leave entitlement.
 - e. The University prohibits any form of retaliation or discrimination against an employee for using or attempting to use paid short-term leave designated as protected; for making a complaint or alleging a violation of the paid short-term leave designated as

protected provisions in this Article; for cooperating in an investigation regarding the same; or for opposing any policy, practice, or act that is prohibited by the paid short-term leave designated as protected provisions in this Article.

5. Additional Short-Term Leave

Unpaid short-term leave may be granted for periods beyond the terms of leaves in Section C.1 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 C.3 and at the sole discretion of the department or hiring unit.

D. LONG-TERM LEAVE

1. Long-Term Leave Eligibility

Salaried employees who take a leave pursuant to Section D.2 shall be eligible for up to eight (8) weeks of paid long-term leave on an annual basis.

- a. Long-term paid leave is allocated at the beginning of the Fall term.
 - i. For salaried employees whose initial appointment does not coincide with the beginning of a Fall term, the eight (8) weeks shall be allocated at the beginning of the first appointment date thereafter.
- b. Unused long-term leave does not carry over, thus resetting to eight (8) weeks at the start of each Fall term.
- c. The paid leave provisions described in Section D run concurrently. An employee will have an annual maximum of (8) weeks of paid leave, regardless of the number of qualifying events or being in different bargaining unit titles.

2. Use of Long-Term Leave

Upon request from an employee and subject to the provisions of this Article, the University will grant an employee's reasonable request for long-term leave due to:

- a. The employee's serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for the employee's family member as defined in Section B, who has a serious health condition;
- b. To bond with the newborn child or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption, or placement of the child, provided that the leave is taken within twelve (12) months of the birth or placement of the child with the employee; or
- c. Pregnancy, childbirth, or related medical conditions for the period prior to, during, and after childbirth, including any reason qualifying for Pregnancy Disability Leave as set forth in Section E.1 below;
- d. Reproductive Loss Leave consistent with Section E.5 below; or

- e. Victim Leave consistent with Section E.6 below.
 - f. Leave to attend crime-related judicial proceedings consistent with Section E.7 below;
or
 - g. One week of Immigration Leave to travel outside the United States of the America to apply for a F-1 or J-1 visa or to seek other forms of immigration relief in accordance with Article 16 – Immigration.
3. Whenever possible, leave should be requested at least thirty (30) calendar days in advance of the start date of the leave. The leave will not continue beyond the end date of the employee's appointment.
 4. When a salaried employee is using long-term leave for a reason that qualifies for Pregnancy Disability Leave under Section E.1 below, the two leaves shall run concurrently.
 5. The University will not retaliate against an employee who takes long-term leave under this Section.
 6. Additional Long-Term Leave

Unpaid long-term leave may be granted for periods beyond the terms of leaves in Section D.1 at the sole discretion of the University but shall not exceed the end of the appointment period.

E. LEAVE ENTITLEMENTS

1. Pregnancy Disability Leave (PDL)
 - a. Under the California Pregnancy Disability Leave laws, employees are entitled to unpaid leave for up to four (4) months per pregnancy and/or reasonable accommodation for pregnancy disability, childbirth, and related medical conditions.
 - b. PDL may also be used for prenatal care.
 - c. Notwithstanding the foregoing, PDL will not continue beyond the end date of the employee's appointment.
 - d. The University will maintain and pay for health insurance coverage (University-sponsored Student Health Insurance Plans, or other insurance as applicable) for the duration of the leave, not to exceed four (4) months in a 12-month period under the same conditions that coverage would otherwise have been provided by the University if the employee had been in employment continuously for the duration of the leave.
 - e. The employee shall give the University notice at least thirty (30) calendar days in advance of the PDL's anticipated start date if the need for PDL is foreseeable. If the need for PDL is not foreseeable, the employee shall give the University notice as soon as practicable. Employees may provide notice orally or in writing and, where practicable, notice shall include the anticipated timing and duration of the PDL.

- f. PDL is unpaid, but employees may elect to use any available paid short-term leave or paid long-term leave for pay during PDL. GSRs may also elect to use the personal time off provided for in Article 24 – Personal Time Off for pay during PDL.
- g. Consistent with applicable law, the University provides reasonable accommodation related to pregnancy, childbirth, and related medical conditions.

2. Bereavement Leave

- a. The University will grant an employee's request for bereavement leave due to the death of a family member as defined in Section B.
- b. Bereavement leave may be taken on consecutive or non-consecutive days.
- c. The period of leave for bereavement shall be up to five (5) calendar days per occurrence. Salaried employees shall be granted up to five (5) calendar days pay for bereavement on those days the employee was previously scheduled to work. Salaried employees may extend this leave using any available paid short-term leave.
 - i. GSRs may also elect to use the personal time off provided for in Article 24 – Personal Time Off for pay to extend bereavement leave.
- d. Hourly employees may take bereavement leave unpaid or use any available paid short-term leave during this leave.
- e. Nothing in this Section shall preclude departments or hiring units from granting a longer period of paid or unpaid bereavement leave when they determine the need to do so.

3. Jury Duty

An employee shall be eligible for 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 employee to the University upon request. Jury duty leave will not continue beyond the end date of the employee's appointment.

4. Military Leave

Employees will be provided leave from their current positions to fulfill eligible military service 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.

5. Reproductive Loss Leave

- a. Eligible employees may take up to five (5) days of Reproductive Loss Leave following a reproductive loss by the employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent of a child had the reproductive loss not occurred. "Reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

- b. To be eligible for Reproductive Loss Leave, employees must have been employed by the University for at least thirty (30) calendar days prior to the commencement of the leave. Employees must complete the Reproductive Loss Leave within three (3) months of the reproductive loss, but if the employee is taking leave under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California's Pregnancy Disability Leave Law (PDLL), or any other leave entitlement under state or federal law) prior to or immediately following the reproductive loss, then the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.
- c. If an employee experiences more than one reproductive loss, the employee may take up to a total of twenty (20) days of Reproductive Loss Leave within a calendar year (up to five (5) days for each reproductive loss). Reproductive Loss Leave need not be taken on consecutive days.
- d. Reproductive Loss Leave is unpaid, but employees may elect to use paid short-term or long-term leave for pay during a reproductive loss leave. GSRs may also elect to use the personal time off provided for in Article 24 – Personal Time Off for pay during Reproductive Loss Leave.
- e. The University will maintain the confidentiality of any employee requesting Reproductive Loss Leave and will not disclose such information except to internal personnel or counsel, as necessary, or as required by law.
- f. Reproductive Loss Leave does not continue beyond the end date of the employee's appointment.

6. Victim Leave

- a. The following definitions apply to Victim Leave:
 - i. "Qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime: domestic violence; sexual assault; stalking; or an act, conduct, or pattern of conduct that includes (a) bodily injury or death to another; (b) brandishing, exhibiting, drawing, or using a firearm or other dangerous weapon; or (c) a reasonably perceived or actual threat to use force against another to cause physical injury or death.
 - ii. "Family member" means an employee's child, parent, spouse, domestic partner, sibling, grandparent, or grandchild as defined in Section B of this Article. It also includes a designated person.
 - a) For purposes of Victim Leave, a "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests leave, and employees are limited to one designated person per calendar year for these purposes.
 - iii. "Victim" is an individual against whom a qualifying act of violence is committed.

- b. An employee who is a victim of a qualifying act of violence may take Victim Leave to obtain or attempt to obtain any relief, including, but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or the employee's child.
- c. An employee who is a victim of a qualifying act of violence or who has a family member who is a victim of a qualifying act of violence may take Victim Leave to:
 - i. obtain or attempt to obtain any relief for the employee or the family member, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim;
 - ii. seek, obtain, or assist a family member to seek or obtain medical attention for or to recover from injuries caused by a qualifying act of violence;
 - iii. seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the qualifying act of violence;
 - iv. seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence;
 - v. participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
 - vi. relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;
 - vii. provide care for a family member who is recovering from injuries caused by a qualifying act of violence;
 - viii. seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
 - ix. prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and/or
 - x. seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
- d. Unless advance notice is not feasible, employees should provide reasonable advance notice of their intention to take Victim Leave.
- e. Victim Leave is unpaid, but employees may elect to use any available paid short-term leave or paid long-term leave. GSRs may also elect to use the personal time off provided for in Article 24 – Personal Time Off for pay during Victim Leave.

- f. Victim Leave shall run concurrently with Family and Medical Leave (FML) if the employee is eligible for FML.
- g. To the extent allowed by law, the University will maintain the confidentiality of any employee requesting leave for these purposes, including maintaining the confidentiality of any information related to an employee's family member who is a victim.
- h. Consistent with applicable law, the University provides reasonable accommodation for an employee who is a victim of a qualifying act of violence or whose family member is a victim of a qualifying act of violence who requests accommodation for the safety of the employee while at work.
- i. Victim Leave does not continue beyond the end date of the employee's appointment.

7. Leave to Attend Crime-Related Judicial Proceedings

- a. An employee who is a victim of a crime, or who has a family member (including a "designated person" as defined in Section E.6.a.ii.a) above) who is a victim of a crime, may take unpaid leave to attend judicial proceedings related to the crime.
- b. Employees may elect to use any available short-term leave or long-term leave for pay during an approved leave. GSRs may also elect to use the personal time off provided for in Article 24 – Personal Time Off for pay during this leave.
- c. To the extent allowed by law, the University will maintain the confidentiality of any appointee requesting leave for these purposes, including maintaining the confidentiality of any information related to an appointee's family member who is a victim.

F. 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.

G. GSR TRAINEES AND FELLOWS

Any paid leaves provided to GSR Trainees and Fellows 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, GSR Trainees and Fellows will be provided the paid leaves in this Article.

H. OVERVIEW OF LEAVES

For informational purposes only, the following is a brief overview of the leaves available to employees. This outline is to be read as consistent with the provisions above and the specific eligibility requirements and usage of the leaves are governed by the provisions of this Article.

Type of Leave	Duration of Leave	Whether Leave is Paid or Unpaid	
		Salaried Employees	Hourly Employees
Short-Term Leave (STL)	ASEs: • 2 days per quarter or 3 per semester • 2 days during summer session GSRs: • 1 day per one-and-a-half month period	Paid	Paid
Long-Term Leave (LTL)	8-weeks annually (from the start of each Fall term)	Paid	Not eligible
Pregnancy Disability	Up to 4 months for pregnancy disability in a 12-month period	Paid when coordinated with PTO, STL, or LTL. Otherwise unpaid.	Paid when coordinated with STL. Otherwise unpaid.
Bereavement	5 days per occurrence	Paid. Additional leave may be coordinated with PTO and STL.	Paid when coordinated with STL. Otherwise unpaid.
Jury Duty	Until end of appointment	Paid	Paid
Military Leave	Until end of appointment	Paid as required by law and policy	Paid as required by law and policy
Reproductive Loss	5 days per occurrence, up to a total of twenty (20) days within a calendar year	Paid when coordinated with PTO, STL, or LTL. Otherwise unpaid.	Paid when coordinated with STL. Otherwise unpaid.
Victim Leave	Until end of appointment	Paid when coordinated with PTO, STL, or LTL. Otherwise unpaid.	Paid when coordinated with STL. Otherwise unpaid.
Leave to attend Crime-Related Judicial Proceedings	Per instance.	Paid when coordinated with PTO, or STL, or LTL. Otherwise unpaid.	Paid when coordinated with STL. Otherwise unpaid.
Immigration (See Article 16 – Immigration)	Up to 3 weeks per rolling 12-month period, used in one-week increments.	Paid when coordinated with PTO, STL, or 1 week of LTL. Otherwise unpaid.	Paid when coordinated with STL. Otherwise unpaid.

ARTICLE 19
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, reappoint, not reappoint, and transfer unit members and to determine and modify the size and composition of the work force;
 3. to determine and modify job qualifications, requirements, classifications, and descriptions;
 4. to determine or modify the number, scheduling, responsibilities, and assignment(s) of employees including to direct, assign, train, and otherwise supervise unit employees;
 5. to establish and modify standards of workplace conduct and to discipline or discharge unit members for just cause, subject to Article 08 – Discipline and Dismissal;
 6. to determine the standards of workplace performance for employees and establish and modify the processes and criteria by which unit members will be evaluated in their work performance;
 7. to establish and modify rules, regulations, and policies and safety procedures;
 8. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 9. to establish or modify the academic and work calendar, including holidays and holiday scheduling;
 10. to determine the work location or relocation, reorganization, or discontinuance of operations;
 11. to establish University policies, rules, and regulations and to require employees to observe them;
 12. to determine and manage campus housing pursuant to University policies;
 13. to determine cost and coverage of student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
 14. to select all insurance carriers and to change carriers from time to time;
 15. 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;

16. to determine projects or programs and have the sole right to discontinue or alter projects or programs including the determination of whether employees should be laid off;
17. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
18. to assign employee's individual work locations;
19. to schedule hours of work;
20. to subcontract all or any portion of any operations;
21. to investigate and determine matters of research and/or scholarly misconduct;
22. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;
23. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
24. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators;
25. to require compliance with federal funding agency laws and policies governing research grant disclosures (e.g., disclosure of conflicts of interest, conflicts of commitment, affiliations) for each employee participating in a federally funded research project if they are deemed to be key personnel by the PI or funding agency;
26. to determine how and by whom instruction is delivered;
27. 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;
28. to exercise sole authority on all decisions involving academic matters.

B. SCOPE OF REPRESENTATION

The Agreement is limited to all matters within the "scope of representation." The Collective Bargaining Agreement solely regulates the wages, hours, and terms and conditions of employment, pursuant to HEERA. Nothing about this Agreement should be construed, interpreted, or applied as altering or expanding the scope of representation as defined by the law, including California Government Code 3562 (q). With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: admission requirements for students, including academic standards for student admission; student grading; courses, curriculum; research programs; research methodology, presentation, and publication; degree requirements, including conditions for the award of certificates and degrees to students, normative time to degree, and what is required for students to achieve satisfactory progress toward their degrees; student academic progress, including determinations of satisfactory or unsatisfactory

academic progress; the requirements, evaluations, and decisions regarding qualifying and other exams, advancement to candidacy, and dissertation/thesis or culminating project required for degree (such as proposal/topic, committee meetings, defense, and approval); financial aid, tuition and fees; financial support to students, including, but not limited to application, selection, funding, administration, usage, accountability and termination and all matters related thereto; creation and/or continuation of all policies pertaining to unit members' status as students including Student Code of Conduct, student discipline, and student housing.

C. NON-EXCLUSIVITY

The above enumerations of management and academic rights are not inclusive and 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.

D. GRIEVANCE/ARBITRATION

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 20 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 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 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 unit members 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 employees 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 employee. When employees exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of the University they may not be paid for work they do not perform and may be subject to 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 21 NON-DISCRIMINATION

A. GENERAL PROVISIONS

Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any employee on the basis of basis of race, color, religion, citizenship, national or ethnic origin, ancestry, marital status, gender, sex (including pregnancy, childbirth, lactation, or medical condition), sexual orientation, gender identity, gender expression, gender transition, physical or mental disability (including having a history of a disability or being regarded as being disabled), medical condition (cancer-related or genetic characteristics), predisposing genetic information (including family medical history), HIV status, veteran or military status (service in the uniformed services), age (at least 40 years of age), political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against an employee for requesting or taking Family and Medical Leave.

1. 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, lactation, or related medical conditions and recovery therefrom.
- 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, trans identities, and those who identify as intersex.
- e. "Medical condition" means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.
- f. "Ancestry" includes caste and also extends to shared ancestry or ethnic characteristics, or citizenship or residency in a country with a dominant religion or distinct religious identity.

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 employee. The Acknowledgement and Waiver Form will reflect that the employee has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the employee 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 employee 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, UC's Sexual Violence and Sexual Harassment Policy (SVSH Policy), and UC's Anti-Discrimination Policy (A-D 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, persistent, 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 or activities 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. Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation.
4. Sexual harassment may include incidents between any members of the University community, including:
 - a. administrators, faculty and other academic appointees (including other bargaining unit members), staff, student employees, students, coaches, doctors, residents, interns, and third parties (e.g., Regents, vendors, contractors, visitors, guests, volunteers, and patients);
 - b. between individuals in hierarchical relationships and between peers, and;
 - c. between individuals of any gender, gender identity, or sexual orientation; and
 - d. strangers and non-strangers.

5. Where there is no conflict with this Agreement, the University's SVSH Policy and the Anti-discrimination Policy shall continue to apply to employees.

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. 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 employees 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.

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. The employee (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 and/or complaint process.

1. Grievance Procedure

- a. If a grievance is filed in accordance with Article 12 – Grievance and Arbitration that includes an alleged violation of this Article, the University shall forward the allegation(s) to the Title IX / Local Implementation Officer for review in accordance with Section D.2 below. If the Title IX / EEO Officer determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance while the investigation is ongoing.
- b. When the appropriate reviewing office issues the report or otherwise concludes its review/investigation, the abeyance, if any, shall automatically terminate, and the grievance process shall resume.
- c. In any event, the parties recognize that having a fair investigation and proceeding to an arbitration hearing on the merits with a completed investigation report (report of findings) is optimal. The parties may mutually agree to postpone the arbitration until the completed investigation report is available.

2. Complaints

- a. Employees may file a Complaint directly with the Title IX or Anti-Discrimination Local Implementation Office responsible for investigations at each campus location.
- b. Each campus location has a designated officer responsible for responding to reports under the Sexual Violence and Sexual Harassment Policy (Title IX Officers) and the Anti-Discrimination Policy (Local Implementation Officers), which are listed at:
 - i. SVSH:
<http://sexualviolence.universityofcalifornia.edu/filing-report/index.html>
 - ii. Anti-Discrimination:
<https://www.ucop.edu/anti-discrimination/implementation-officers/index.html>
- c. As soon as practicable, after the Title IX/Local Implementation Officer receives an allegation of harassment and/or discrimination based on a protected category, they 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.
- d. The Title IX/Local Implementation EEO Officer is responsible for implementing interim measures in accordance with Section D.3 below.
- e. In the event that a formal investigation is conducted, the investigation shall be conducted in accordance with the SVSH Policy and/or Anti-Discrimination Policy (as applicable).
- f. Nothing in this Article precludes employees from filing a claim with an outside agency.
- g. For sexual harassment cases, the University will follow the University of California SVSH Policy and/or Anti-Discrimination Policy (as applicable).

3. Interim Measures

- a. The appropriate administrative officer in response to an allegation of harassment and/or discrimination based on a protected category shall without undue delay implement interim measures where appropriate and reasonably available. Such measures shall allow the employee to continue working in an environment free from harassment and/or discrimination based on a protected category.
- b. Interim measures available to employees may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the employee is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; and no contact orders.

- 4. Alternative Resolution: employee 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/Local Implementation 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/Local Implementation Officer has the authority to initiate Alternative Resolution.
- c. If Alternative Resolution is unsuccessful, the Title IX/Local Implementation 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 Step 2 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.

5. Remedies

- a. Remedies available to employee may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the employee is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; and no contact orders.
- b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative resolution. Such remedies, shall ensure that the employee continues working in an environment free from harassment and/or discrimination based on a protected category.

E. LACTATION SUPPORT

1. Employees shall have access to spaces for the purpose of expressing and storing breast milk, which will be a locked private space that is shielded from view and free from intrusion and that is sanitary and equipped with a table, comfortable chair and electrical outlet.
2. If no such space exists in reasonable proximity to an employee'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 employee to express breast milk or nurse, with the understanding that the employee will not disrupt classroom activities for this purpose.
4. The University shall provide information regarding the availability of lactation support on a campus website. Additional information can be found here:

<https://ucnet.universityofcalifornia.edu/work-life-support/support-for-you-and-your-family/lactation-support/>

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 employees 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 assistance with access to an all-gender restroom is needed, the employee or the Union shall contact the department/hiring unit or campus Labor Relations office as soon as possible after receiving written notice of appointment in order to ensure reasonable access options are provided within a reasonable distance to the employee's work location.
4. 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 employee 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

Employees may contact campus Labor Relations or the Union for additional support/and or assistance regarding provisions of this Article.

ARTICLE 22 PARKING AND TRANSIT

A. GENERAL CONDITIONS

1. The University and the UAW agree reducing the carbon footprint is a mutual goal.
2. Employees shall be eligible to participate in a campus' parking and transit program, if any, in accordance with the provisions of each location's program on the same basis as similarly-situated employees. This includes, but is not limited to, pre-tax/payroll deduction options applicable if the employee is eligible for such deductions due to their payroll and/or tax status.

B. ALTERNATIVE TRANSPORTATION

1. Employees are encouraged to participate in alternative transportation programs, if offered, at each location including shuttles, public transportation, bicycle programs, carpool programs and other alternative transportation programs.
2. The University shall provide enhanced transit programs as follows:
 - a. Make pre-tax programs available to eligible employees paid regular wages through UCPATH to pay for transit options.
 - b. Access to a UC-negotiated e-bike purchase discount program, minimally at fifteen percent (15%), with the goal of twenty percent (20%), below the published retail price for the same bike from the same retailer, to appropriate participation in the program. UAW commits to encouraging its bargaining unit members to take advantage of such programs through its regular channels of communication.
 - c. As a public transit allowance for campuses/locations that do not offer a transit pass program, the University will double match the bargaining unit employee's contribution up to thirty dollars (\$30) per month into the pre-tax account referenced in Section A above according to the following example schedule below. The University's contribution will be applied in accordance with the University's pre-tax commuter benefit program.

Employee Contribution	University Double Match	Monthly Total
\$5	\$10	\$15
\$10	\$20	\$30
\$15	\$30	\$45

- d. For campuses/locations offering transit pass program(s), excluding Lawrence Berkeley National Laboratory (LBNL), eligible employees may use campus/location pre-tax commuter benefit program.
- e. Bargaining unit members at locations which provide access to a no-cost transit pass, as outlined in Section E below (including as part of student fee remission), shall not receive this double matching allowance. The Lawrence Berkeley National Laboratory will be included to the extent permitted by the terms of its Department of Energy contract related to cost allowability.
- f. Bargaining unit access to enhanced UC Travel measures to reduce the impact of university business travel on carbon emissions, including more accurate carbon impact estimates of travel itineraries and access to discounted electric vehicle rentals.
- g. When practicable, the University may re-negotiate reduced-fee or no-fee access to the appropriate regional transit system(s) for each location, pursuant to Section E below, where practicable. Should the University re-negotiate such access, the University shall provide a thirty (30) day notice to the Union and meet and confer over the effects.

C. NOTICE

The University reserves the sole right to establish and change parking and University-operated 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. LABOR-MANAGEMENT MEETING ON TRANSIT

- 1. At least once per calendar year, at the request of the Union, the Labor-Management Meeting on Transit ("Meeting") will be convened on a campus basis for the purpose of discussing ways to enhance bargaining unit member access to transit programs to commute to and from the University location.
- 2. The parties may invite guests, including, but not limited to, subject matter experts, provided there is notice and mutual agreement.
- 3. The University and UAW shall mutually agree upon an equal number of representatives for each party. The Meeting shall be limited to two (2) hours unless the parties mutually agree otherwise. Bargaining unit employees serving on the Labor-Management Meeting on Transit shall be provided release time for time they would have otherwise worked on that day for the purpose of attending the Meeting, provided there is notice in accordance with Article 17 – Labor-Management Meetings.
- 4. The parties shall propose agenda items for the Meeting no later than seven (7) calendar days prior to the Meeting. If there are no agenda items proposed, the Meeting shall be canceled or rescheduled.

5. While the Labor-Management Meeting on Transit is intended to cover employees, nothing shall preclude the parties from mutually agreeing to combine the Meeting with that of other UAW units.

E. REGIONAL TRANSIT SYSTEM PASS CHART

Campus	Transit Pass Classification
UC Berkeley	Clipper BayPass
UC Davis	UniTrans
UC San Francisco	Clipper BayPass
Lawrence Berkeley National Laboratory	LBNL Shuttle
UC Merced	MTA (The Bus) and CatTracks
UC Santa Cruz	31 Day METRO Pass
UC Santa Barbara	MTD Monthly Pass
UC Los Angeles	Bruin Grad Pass
UC Riverside	RTA U-Pass Program
UC Irvine	UCI U-Pass
UC San Diego	Triton U-Pass

- F. The October 15, 2025 settlement of grievance BK-BX-3704-24 shall be extended through the lifetime of this contract.

ARTICLE 23
PAST PRACTICE NOT COVERED BY THE AGREEMENT

- A.** Practices and policies relating to wages, hours, and terms and conditions of employment in effect at the ratification of this Agreement, and not in conflict with this Agreement, shall remain in effect.
- B.** Should the University eliminate or modify practices and/or policies as described in Section A above that have a significant and consequential impact on a substantial number of bargaining unit members, the University shall provide the Union a thirty (30) calendar day notice.

ARTICLE 24 GSR PERSONAL TIME OFF

New provisions under Section A.5 are effective 120 days from ratification.

A. GENERAL CONDITIONS

1. The provisions in this Article shall only apply to GSRs, GSRAs, GSR Trainees, and GSR Fellows as defined in Article 01B – GSR Recognition. GSR personal time off may not be used as paid leave in any non-GSR concurrent appointment (e.g., TA, AI, Reader, Tutor).
2. Eligibility for pay status during time off is determined by the funding agency. If the funding agency establishes provisions for pay status during time off (including for “Vacation” and “Sick Leave”) that are more generous than this Article, then this section does not apply.
3. GSRs with an appointment of 25% or more for a minimum of one full month are eligible to use personal time off with pay during the length of the appointment. GSRs with a full twelve-month appointment are allotted twelve (12) workdays of PTO within each full twelve-month appointment period. For shorter appointments, the total number of PTO days available for use in accordance with Section A.4 will be calculated as one day per month for every full month of appointed service (e.g., a GSR who is appointed for one full quarter is allotted 3 days of PTO for that quarter that they may use at any time during that quarter.)
4. At the commencement of an appointment, the amount of personal time off allotted for the appointment period shall be calculated and communicated to the GSR in the appointment letter; any rollover PTO from prior appointments in accordance with Section A.5 will not be communicated in the new appointment letter. Personal time off is available for use on the first day of a GSR’s appointment, in accordance with Section B below.
5. Unused Personal Time Off
 - a. Personal time off not used when the GSR’s appointment concludes, including when a GSR leaves the appointment prior to the established appointment end date, expires and may not be carried over or paid out.
 - b. Reappointment Considerations
 - i. In the event of reappointment, PTO not used during prior appointments shall rollover when all of the following conditions are met:
 - a) the GSR is reappointed under the same PI/supervisor;
 - b) without a break in service as a GSR (i.e., the GSR appointments are back-to-back), except as described in Section A.5.b.ii below;
 - c) the total PTO available to a GSR may never exceed eighteen (18) days;

- ii. If the break in service as a GSR is thirty (30) calendar days or less, the GSR's previously unused PTO will only rollover upon written request by the GSR within thirty (30) calendar days from the start date of their reappointment.
 - iii. For example, a GSR who is appointed January 1 to March 31 and receives 3 days of PTO during that appointment period, is reappointed under the same PI/supervisor from April 1 to June 30; they receive 3 additional PTO days, and since there is no break in service in a GSR title, may use any unused PTO from the January 1 to March 31 appointment and may use all 6 PTO days during the spring quarter if they had not previously used any PTO.
6. Use of personal time off is recorded in full day increments. Approved absences of less than a day do not require the use of personal time off. For the purposes of this Article, a "day" means the GSR's regular workday. GSRs on a reduced schedule are charged a full day of personal time off when absent for their entire reduced time "day".

B. REQUESTING AND USING TIME OFF

- 1. Use of time off provisions contained in this Article requires the advance approval of the University.
 - a. A GSR shall submit requests for personal time off to their supervisor in accordance with the provisions of Section B.2, below. When making such requests, GSRs should attempt to request time off that minimizes the effect on their research.
 - b. The University may deny requests for personal time off based on operational needs, in accordance with the provisions of Sections B.2 and B.3, below.
 - c. The University shall not unreasonably deny a GSR's request for personal time off.
- 2. GSRs are expected to communicate with the supervisor to request personal time off as soon as the need for the time off becomes known. The request must include the information needed by the supervisor to assess the operational impact of the absence.
- 3. If the supervisor requires that the GSR's request be made in writing, or if the GSR submits the request in writing, the supervisor's response will be made in writing. The supervisor should respond to the request for personal time off as soon as practicable.

C. CAMPUS CLOSURE

- 1. During a campus closure that results in a closure of an individual lab/unit, GSRs in that lab/unit shall have the option to use personal time off in order to be paid for the closure days.
- 2. If GSRs are required to work during a closure, they shall be paid for each day worked and not be required to use personal time off.

ARTICLE 25 POSTING

- A.** The provisions in this Article shall only apply to Teaching Assistants, Associate Instructors, Teaching Fellows, Tutors, Remedial Tutors, Readers, and Special Readers as defined in Article 01A – ASE Recognition.

B. CAMPUS WIDE POSTING OF APPOINTMENT OPPORTUNITIES

By March 15th of each year, the University shall post any available information regarding employee appointment opportunities for the following academic year on the central 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 employee 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 employee 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 employee positions.

C. 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 employee 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 employee positions, the guidelines will be posted. Changes in written guidelines shall be posted prior to implementation.

ARTICLE 26

REASONABLE ACCOMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their jobs, and shall attempt to reduce barriers to having worker access needs met. 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 employee is responsible for providing the University with medical documentation for the purpose of identifying functional limitations and how such limitations affect the employee's ability to perform the essential functions of the job. Employees are not required to disclose their diagnosis as part of the reasonable accommodations process. The University may require that an 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 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 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 employee's disability. The employee may bring a Union representative to the interactive process. 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 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 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 employee to consider, however the University will determine which accommodation(s) will be implemented.
 - a. The University will consider reasonable accommodations that would enable the 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. Employees 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. TEMPORARY WORK ADJUSTMENT

If the Interactive Process is initiated in accordance with Section C above, the supervisor/department administrator, in consultation with the disability management team, shall determine and provide for any necessary temporary work adjustment until the Interactive Process is completed.

ARTICLE 27 RESPECTFUL WORK ENVIRONMENT

A. GENERAL CONDITIONS

1. The University and UAW are jointly committed to promoting and maintaining a work environment that is healthy and free of Abusive Conduct, in which every employee and member of the University community is treated with respect.
2. The Parties mutually acknowledge that Abusive Conduct creates an environment that a reasonable person would find intimidating and may interfere with an employee's work. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions.
3. The University and UAW shall strive to foster an environment in which employees feel comfortable making reports of Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation against any person who reports Abusive Conduct or participates in any related investigation or other process in good faith.
4. Employees are covered by the University's Abusive Conduct in the Workplace Policy ("Abusive Conduct Policy"). The policy is available at:

<https://policy.ucop.edu/doc/4000701/AbusiveConduct>
5. Where there is no conflict with this Agreement, definitions or examples in the University's Abusive Conduct in the Workplace Policy shall continue to apply to employees.

B. DEFINITION OF ABUSIVE CONDUCT

1. Abusive Conduct is harassing or threatening behavior that is sufficiently severe, persistent, or pervasive conduct in the workplace that denies, adversely limits, or interferes with an employee's participation in or benefit from University employment. The conduct creates an environment, whether intended or not, that a reasonable person would find to be intimidating or offensive and unrelated to the University's legitimate educational, employment, and business interests.
2. Such conduct shall be evaluated on a case-by-case basis, taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature and severity of the alleged conduct; whether the conduct was physically threatening; and whether the conduct may be protected. A single act may constitute Abusive Conduct if especially severe or egregious.
3. Exercising Academic Freedom (e.g. comments about scholarship, instruction within the classroom, different approaches to curriculum, opposing opinions about policy issues, or academic achievement), as such, is distinct from and does not constitute Abusive Conduct.
4. Differences of opinion, miscommunication, differences in work styles, business disagreements handled professionally, interpersonal conflicts, and occasional problems

in working relations are an inevitable part of working life and do not necessarily constitute Abusive Conduct.

C. EXAMPLES OF ABUSIVE CONDUCT

1. Examples of Abusive Conduct may include, but are not limited to, the following types of behavior:
 - a. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
 - b. Spreading false information or malicious rumors,
 - c. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,
 - d. Encouraging others to act, singly or in a group, to intimidate or harass other individuals,
 - e. Making repeated or egregious comments about a person's appearance, lifestyle, family, culture, country of origin, visa status, religious/spiritual/philosophical beliefs, or political views in a manner not covered by the University's policies prohibiting discrimination,
 - f. Teasing or making someone the brunt of pranks or practical jokes,
 - g. Hazing,
 - h. Interfering with a person's personal property or work equipment without a legitimate business or educational purpose,
 - i. Circulating inappropriate photos, videos, or information via e-mail, social media, or other means,
 - j. Making unwanted physical contact or encroaching on another individual's personal space, in ways that would cause discomfort and unease, in a manner not covered by the University's Sexual Violence and Sexual Harassment policy,
 - k. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,
 - l. Repeatedly demanding of an individual that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, for which the employee does not have authority, or repeatedly refusing to take "no" for an answer when the individual is within the individual's right to decline a demand; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess),
 - m. Making threats to block a person's academic or other advancement, opportunities, or continued employment at the University, without a legitimate business or educational purpose,

- n. Sabotaging or undermining a person's work performance.
2. Abusive Conduct does not include per se exercising appropriate supervision of employees, conducting appropriate performance management, or providing appropriate feedback, including but not limited to the following:
- a. Providing performance appraisals to employees, including negative appraisals,
 - b. Delivering constructive criticism,
 - c. Coaching or providing constructive feedback,
 - d. Grading student performance, including negative assessments,
 - e. Monitoring or restricting access to sensitive and confidential information for legitimate business reasons,
 - f. Scheduling regular or ongoing meetings to address performance issues,
 - g. Setting ambitious performance goals to align with departmental goals,
 - h. Investigating alleged misconduct or violation of University policy,
 - i. Counseling or disciplining an employee for performance, engaging in misconduct, or violating University policy,
 - j. Engaging in assertive behavior,
 - k. Having a disagreement,
 - l. Making unpopular statements or articulating positions on controversial issues,
 - m. Participating in debates and expressing differences of opinion about academic decisions,
 - n. Participating in a formal complaint resolution or grievance process.
3. Abusive Conduct can occur in many different settings, from a physical workplace (e.g., an office building) to an online workplace (e.g., an online meeting or an e-mail). Any type of Abusive Conduct, regardless of the format in which it occurs, is prohibited.

D. REPORTING COMPLAINTS AND GRIEVANCE PROCEDURE

1. Grievance Procedure
- a. If a grievance is filed alleging violations of this Article, the University shall forward the allegations to campus designated office for review. The Union and University may

agree in writing that the grievance, or portion thereof, be placed in abeyance, pending the outcome of the investigation, if any. If there is no investigation, the grievance shall proceed in accordance with Article 12 – Grievance and Arbitration.

- b. When the responsible office(s) issues the report or otherwise concludes its review/investigation, the abeyance, if any, shall automatically terminate, and the grievance process shall resume.
- c. In any event, the parties recognize that having a fair investigation and proceeding to an arbitration hearing on the merits with a completed investigation report (report of findings) is optimal. The parties may mutually agree to postpone the arbitration until the completed investigation report is available.

2. Reporting Complaints

- a. Complaint procedures pertaining to Respectful Work Environment are covered by the University's Abusive Conduct in the Workplace Policy ("Policy"). If there is a conflict between such Policy and this Agreement, the Agreement shall govern.
- b. Employees may make reports of Abusive Conduct in violation of this Article directly to the campus designated office(s) listed in:

<https://ucnet.universityofcalifornia.edu/career-community/building-community/community-values/healthy-workplaces-and-how-to-report-concerns/>

3. Complaint Review and Resolution Process

- a. The campus designated office(s), in response to an allegation that Abusive Conduct in violation of this Article has occurred, shall, without undue delay, implement interim measures where appropriate and reasonably available. Such measures shall allow the employee to continue working in an environment free of abusive conduct.
- b. The University shall not exceed timelines for initial assessment of a report, potential early resolution, and formal investigation as set forth in the Abusive Conduct Policy, except as permitted by the Policy.

ARTICLE 28
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 29

ASE SUMMER SESSION

A. WAGES

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

A Teaching Assistant, Teaching Fellow, Graduate Student Instructor or Associate Instructor, 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, ASE Classifications, Defined Contribution Plan, Definitions, Discipline and Dismissal, Emergency Layoffs, Employment Files and Evaluations, Grievance and Arbitration, Health and Safety, Holidays, Immigration, Labor Management Meetings, Leaves, Management and Academic Rights, No Strikes, Non-Discrimination in Employment, Parking and Transit, Reasonable Accommodation, Respectful Work Environment, Severability, Training and Orientation, Travel, 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. General Provisions

- a. An Academic Student Employee (ASE) appointment is established only by the issuance of an official Written Notice of Summer Session Appointment as provided in this Article in Section C.2 below.
 - b. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, where applicable, and the timely submission of all documents required by the University to process a request for work authorization.
2. The University shall provide Written Notice of Summer Session Appointment to individuals offered an ASE summer session appointment via email or other electronic systems. When a position becomes available more than thirty (30) calendar days in advance of the assignment the ASE shall receive Written Notice of Summer Session Appointment no less than thirty (30) calendar days before the start of the assignment. In cases in which a position becomes available less than thirty (30) calendar days before the commencement of summer session, Written Notice of Summer Session Appointment 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; and a statement that the name and department address of all ASEs are released to the UAW; a direct link to the UAW website containing the Membership Election Form,
3. The Written Notice of Summer Session Appointment notice 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

1. 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, the University shall begin posting information regarding Summer Session ASE opportunities on the campus website. Sixty (60) calendar 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) calendar days. The University may update or edit this information as it deems appropriate. The website 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 websites. 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 Instructor, 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 38A – ASE Workload, shall apply. The provisions of the workload section of this Article are subject to the enforcement procedure as detailed in Article 38A – ASE Workload.

ARTICLE 30A
ASE 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 30B
GSR REQUIRED TRAINING

- A.** Training that is required and authorized by the supervisor as a condition of employment shall be completed after the commencement of the appointment.
- B.** Required and authorized training shall be associated with the GSR's employment.
- C.** Required training shall be included in the GSR's appointment and be considered paid time.
- D.** If there are costs associated with internal UC training, the GSR will not be responsible for the costs. However, costs for external training may be funded by the GSR's fellowship funding.

ARTICLE 31
TRANSITIONAL POSITION PROGRAM

- A.** The Transitional Position Program will be maintained at each location consistent with the requirements below. Employees who are selected in the Transitional Position Program will receive up to one quarter/semester of a transitional position as an ASE or GSR subject to all the terms and conditions of the Collective Bargaining Agreement and subject to the conditions outlined below:
1. UCLA, UCSD, UCB, UCI, UCD: Up to 10 graduate student employees per year per location will receive a transitional position, with a financial cap of \$100,000 per year at each of these locations to fund this program.
 2. UCR, UCM, UCSF, UCSB, UCSC, LBNL: Up to 10 graduate student employees per year per location will receive a transitional position, with a financial cap of \$50,000 per year at each of these locations to fund this program.
- B.** The goal of the program is to provide employees, who have PI-funded appointments, a new transitional position. Employees are eligible for this program who meet the following criteria:
1. Are in good employment standing, including conduct and performance.
 2. Are dependent on their Principal Investigator for employment.
 3. Have been with their Principal Investigator for at least three quarters/two semesters (or the equivalent amount of time).
 4. The employee has made a clear argument, corroborated by the department, that there is an irreparable employment-related conflict in the supervisor-supervisee relationship and that the supervisor relationship is beyond repair for reasons outside of the employee's control, or that the employee's PI left the University.
 5. Has not previously received a transitional position.
- C.** Employees will be selected for a transitional position based on the application process established at each location.
- D.** Depending on the reason for and timing of the transition, the employee's original PI may ask the employee to finish wrapping up work assignments even if the employee has already transitioned to a new work assignment.
1. In no case will an employee who receives a transitional position be asked to continue work at their former lab/unit for longer than a period of two weeks.

2. In no case will wrapping up work assignments cause an employee to exceed their total allotted FTE per Article 38B – GSR Time and Effort.
- E.** The University's decisions on which applicants to award a Transitional Position are not subject to grievance and arbitration. The Union may grieve allegations of procedural violations up to Step 3 in accordance with Article 12 – Grievance and Arbitration of the Agreement. Only an allegation that funds are not allocated even though there are sufficient eligible applicants per term may be taken to arbitration.
- F.** The University agrees to hold a Joint Labor Management Committee Meeting to discuss the implementation of the Transitional Position Program with the Union by October 1, 2026.
- G.** Within 120 days of ratification of this Agreement, the University agrees that each location shall host a website accessible to employees with details about the location's Transitional Position Program at least including instructions on how employees can apply for the Transitional Position Program.
- H.** Nothing in this provision waives unit members' rights under any other provisions of this Agreement, including Article 21 – Non-Discrimination of the Agreement.

ARTICLE 32 TRAVEL

A. REQUIRED TRAVEL

1. Employee-related business travel must be required and authorized by the supervisor.
2. Required and authorized travel may include attendance at conferences, workshops or other events associated with the employee's employment.

B. TRAVEL REIMBURSEMENTS

1. The University shall reimburse employees 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.
2. 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.
3. The University will not reimburse employees for travel between home and the employee's designated work location.

**ARTICLE 33
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 employee in the unit and correct specific address will be distributed to the employee in the unit in the normal manner.

3. Use of Mailboxes

In locations where employees 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 employee shall be required to release their name and the directory information set forth in Section B.2 to the UAW as a condition of employment.
2. Each week the University shall provide the UAW the following information, where available, in a computer readable form:
 - a. employee name,
 - b. employee identification number,
 - c. employment record action (Type Change Code/ADC Update and Type Change Description/Action Description),
 - d. bargaining unit,
 - e. location/business unit,
 - f. job indicator (primary/secondary),
 - g. employment record number,
 - h. job title (code and name),
 - i. dues enrollment status,
 - j. annual pay rate at 1.0 FTE,
 - k. step,
 - l. appointment percentage,
 - m. represented status,
 - n. most recent date of hire in unit
 - o. earliest appointment begin date in unit

- p. job expected end date,
 - q. department (ID and description),
 - r. home address,
 - s. home phone,
 - t. personal cell and personal email (if known),
 - u. work email,
 - v. work phone,
 - w. leave of absence information (start date, end date, code and description),
 - x. separation information (effective date and reason),
 - y. work locations (building, floor, room) if applicable.
3. The University shall make the following information available in the Written Notice of Appointment as applicable. Within ninety (90) days of ratification, the Parties and their respective technical experts, will meet during the regularly scheduled "UAW 4811 Monthly Meetings - Dues, Salary, and Reporting Workgroup" to discuss obstacles and potential options for providing such information once per term in a centralized manner:
 - a. Name of Supervisor (e.g. Principal Investigator or Instructor of Record)
 - b. If the employee is a Teaching Assistant, Reader, or Tutor:
 - i. Name and number of any assigned course (including section number)
 - ii. Name and code of tutoring center (where available)
 4. 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, personal cell and personal e-mail of such employees shall be deleted from this list and shall not be released to the Union as a condition of employment.
 5. Upon written request, the University shall supply the UAW with information regarding the gender, race and ethnicity of all employees (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.
 6. 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. The University shall provide compensation, including eligible fee and UC SHIP remissions, for up to 1 (one) FTE employee appointments at UCSF, UCSB, UCSC, UCM, UCR, not to exceed 2 appointments and up to 2 (two) FTE employee appointments at UCLA, UCD,

UCI, UCSD and UCB, not to exceed 4 appointments to participate in system-wide bargaining for two (2) terms during which bargaining occurs as described below.

- a. Fee and UC SHIP remissions shall not be paid for more than 2 employees at UCSF, UCM, UCR, UCSC, UCSB and 4 employees at UCLA, UCD, UCI, UCSD, and UCB per term as UAW bargaining committee member(s).
 - b. If the UAW requests bargaining release for an employee who already has an existing appointment(s) for the terms in which bargaining occurs, the University may replace the existing appointment(s) with a new appointment for the purposes of system-wide bargaining which shall be compensated as per Section D.3.
 - c. If the UAW requests bargaining release for an employee who does not have an existing appointment at the time that the UAW requests for the release, the University shall create the bargaining committee appointment for the purposes of system-wide bargaining which shall be compensated as per Section D.3.
 - d. In the event that bargaining occurs during summer sessions, the University shall create the bargaining committee appointment(s) for UAW bargaining committee members for a total of the length of twelve (12) weeks. The appointment shall be at 50% FTE and compensated as per Section D.3. If the bargaining committee member has an existing appointment(s) at the time that the UAW requests the release, up to 50% FTE of the existing appointment(s) shall be replaced by a bargaining committee release appointment and compensated as per Section D.3.
 - e. If a bargaining committee member has had release time for two terms as per Section D.1, the UAW bargaining committee member(s) shall be provided paid release time only to attend and reasonable travel time to and from scheduled bargaining sessions 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. The UAW shall provide advance written notice to Systemwide Labor Relations with a list of members who require reasonable release under this provision and the dates of required reasonable release.
2. Those receiving an appointment pursuant to Section D.1 above must be an employee or eligible to hold a bargaining unit appointment at the location in the term that bargaining commences. For LBNL, they must have an existing GSRA appointment with the Lab to receive a release appointment, subject to Department of Energy funding availability.
 3. An employee seeking a release position, per Section D.1, shall be compensated at the TA 2 salary rate.
 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. The UAW shall endeavor to give notice no later than the beginning of the term in which the bargaining committee release appointment is being requested.
 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.

6. Provided the bargaining assignment is the sole appointment for a given term, an employee 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 employee 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 in each term in conjunction with, and as an integral part of, orientation for new employees. At the discretion of each campus, orientation for new employees may take place at a mandatory training or other mandatory event at either the department, hiring unit or campus level. If there is an agenda, the UAW Orientation shall be listed therein. Access to orientation for new employees, 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 make-up UAW Orientation per term upon request by the Union for new employees 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 employees. The University shall post the information for the make-up UAW Orientation including the date, time and mode of delivery on a predetermined campus website referenced in Appendix H.
3. Attendance at one UAW Orientation shall be mandatory for first-time employees. Salaried employees shall count the thirty (30) minutes toward their workload hours provided the employee has an appointment in the term they attend orientation; hourly employees shall be paid for the thirty (30) minutes, provided the employee has an appointment in the term they attend orientation.
4. The University shall not be present during the UAW Orientation or make-up UAW 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 employees scheduled to attend the UAW Orientation or make-up UAW Orientation. The Union shall be responsible for obtaining the attendance list of the employees at the UAW Orientation and the make-up UAW Orientation and for contacting any employee who did not attend.
7. The University shall not attempt to dissuade attendance of employees at, nor communicate regarding UAW orientation other than to inform the employees of the day,

time, and place of the orientation. The University shall direct employees with questions regarding the UAW orientation to the UAW campus representatives.

8. 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.
9. Upon invitation by the department or hiring unit, the Union shall be granted access to present up to a thirty (30) minute orientation at department or hiring unit level orientations where employment-related items are discussed. The University shall issue system-wide guidance to departments and hiring units regarding these orientations that reflects this Agreement and shall submit a copy of the guidance to the Union for review in advance of issuance. The Union shall address concerns regarding this Section to the appropriate Labor Relations contacts, consistent with this Agreement. Such guidance shall be consistent with this Agreement and applicable law and shall:
 - a. Not disparage the Union,
 - b. Emphasize the importance of the parties' ongoing commitment to engaging in good-faith collective bargaining and productive labor relations,
 - c. Include Section E.8 of this Article,
 - d. Note that an employee's attendance at any one UAW Orientation satisfies the contractual orientation requirement set forth in Section E.3 above.
10. This constitutes the parties' full agreement regarding adherence to the mandates in Assembly Bill 119.

ARTICLE 34 UNION SECURITY

A. DUES AND INITIATION FEES

1. The University shall deduct membership dues and standard initiation fees from the wages of employees 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 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. Dues for GSR Trainees and Fellows and Paid-Directs
 - a. For terms and conditions governing dues deductions for GSR Trainee, Fellow, and Paid Direct titles, refer to the Side Letter – GSR Recognition Settlement.
3. Deduction Reporting Lists
 - a. On a monthly basis, the University will provide a list of employees by name, department (ID and description), total in-unit gross monthly pay, job code, and amount of dues deducted.
 - b. 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 (V-CAP)

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

1. The UAW shall provide the University will with a list via excel spreadsheet.
2. The employee must be an active dues paying member for the V-CAP deduction to occur.
3. The V-CAP deduction must be in a flat dollar amount or percentage of gross pay and shall be deducted from the employee's first paycheck of the month. The University will implement percentage-based deductions within 90 days of ratification.
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. V-CAP 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 GoAnywhere site.

C. MEMBERSHIP ELECTION FORMS

1. The UAW shall send to the pre-designated University office at each location a list of new employees for whom the pre-designated University office shall be responsible to send the Membership Election Form (MEF) (see Appendix G) once a month via DocuSign, or a mutually agreeable alternative method. The UAW shall send the list no later than the 10th of the month, and the University shall confirm receipt.
2. The University shall transmit the MEFs to the employees identified on the list within five (5) working days of receipt. The DocuSign MEF or similar format sent by the University will remain active for thirty (30) calendar days. In addition to the initial transmission of the MEF, there shall also be two (2) reminders to the employees within the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired employees. The list shall not include a new hire more than once.
3. The list shall be transmitted in Microsoft Excel format, or a mutually agreeable alternative format. The list shall include Last and First Name, Email Address, Employee ID, school/college, department, title, and date of hire into the bargaining unit.
4. If the University is closed on a designated transfer or MEF distribution day, the distribution shall be postponed to the following business day.
5. Appendix G shall accompany each MEF that goes out to the employees and it shall include a disclaimer indicating that the University neither encourages nor discourages union membership.
6. The UAW shall be copied on the distribution, including receipt of any signed MEFs. The University shall not be responsible for forwarding any signed MEF to the UAW.
7. The University shall have no further obligation with regard to MEFs other than what is specifically outlined in this Article. The University shall not be responsible for any further handling of MEF issues, including but not limited to answering questions, processing follow-up requests for MEFs, or distributing MEFs in any other manner.
8. LBNL will continue to collect the Membership Election Forms during the Lab's onboarding process. Completed forms will be emailed to the UAW within one week of the employee's start date. For LBNL GSRs who are reclassified from another position, MEFs will be collected individually and emailed to the union within one week following their first scheduled orientation.
9. When a location proposes to include the MEF in the hiring paperwork using a distribution system different than that outlined above, that location will notify the UAW no later than thirty (30) calendar in advance of the proposed change to the distribution system. The alternate distribution system shall be mutually agreed upon and codified in writing.

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 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 employee's employment terminates while still owing dues to the Union, the amount owed shall be taken from the employee's final paycheck. In no event shall the University owe the Union dues that are the responsibility of the 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 employee accordingly.
4. The University shall not be responsible for those portions of union payroll deductions that the employee's net earnings are insufficient to cover in any pay period.

E. 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 UCPATH or upload files to the GoAnywhere or a different platform identified by the University. Such deduction information shall include dues, initiation fees and V-CAP 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 employees who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For employees 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. In the event that the 15th does not fall on a University business day, 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 period end date that falls on or after the date the deduction information is received.
5. Provided the University receives the information in time for the deductions to take effect by the next payroll run, the University shall process all changes submitted by the Union.
6. The Union will solely maintain the dues deduction and V-CAP authorization(s), signed by the employee 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.
7. The UAW list to be submitted in the format provided in Appendix I to the University designee shall include:
 - a. Location/business unit code

- b. Location Name (Campus/Medical Center)
 - c. Bargaining Unit
 - d. Employee identification number
 - e. Employee name (last, first)
 - f. Action codes: "A" = Add; "C" = Change; "S" = Stop
 - g. Deduction Codes: "D"=Dues; "IF" = Initiation Fee; "PA" Political Action (V-CAP)
 - h. V-CAP amount.
8. If the UAW is unable to resolve disputes at the campus level regarding Section E or F informally, they may raise such disputes at the Office of the President.

F. FEES FOR PROVIDING PAYROLL DEDUCTIONS

- 1. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with deducting dues and providing lists referenced in this Article.
- 2. For each monthly remittance to the UAW, the University shall charge the UAW and deduct from the dues fee service amount being remitted \$10.00 plus \$.07 per employee for whom the University makes dues deductions. The University shall deduct such charges from the dues service amounts it remits to the UAW.

G. WAIVER OF LIABILITY

- 1. 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.
- 2. The Union will hold the University harmless and indemnify it for costs, legal or otherwise, associated with disputes or litigation arising out of its transmission of the MEF pursuant to this Article.

ARTICLE 35 WAGES

A. GENERAL PROVISIONS

1. Any and all wage increases provided to bargaining unit members for the duration of this Agreement are provided for in this Article.
2. The actual salary ranges/rates following application of any range adjustments applied pursuant to this Article may vary slightly due to rounding.
3. Implementation of the prospective annual increases provided for in this Article 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.
4. When the requirements of the sponsoring agency exceed the requirements of this Agreement, the requirements of the sponsoring agency shall control all salary increases and adjustments to the individual employee's salary.
5. Nothing precludes the University, at its sole discretion, from providing compensation to individual employees at salaries that exceed the maximum salary point rates for their title provided herein and on Tables 18, 19, 20 and 22.
6. Employees shall be paid at least the minimum salary point or wage rate for each salary scale. The University retains sole discretion to place employees at a higher salary point or wage rate than the minimum for each salary scale.
7. For salaried employees, salary rates described in this Article are reflective of a fifty percent (50%) full-time equivalency (FTE) rate.
8. Unified Salary Scale Table:

Effective October 1, 2029, the following rates in the table below shall go into effect for employees who receive compensation on a salaried basis:

Unified Pay Scale for Salaried Employees		
Salary Point	Monthly Rate (50% FTE) FY and Quarter	Monthly Rate (50% FTE) Semester
1	\$3,775.00	N/A
2	\$4,049.00	N/A
3	\$4,343.00	N/A
4	\$4,658.00	\$4,192.20
5	\$4,891.00	\$4,401.90
6	\$5,038.00	\$4,534.20
7	\$5,290.00	\$4,761.00

B. GRADUATE STUDENT RESEARCHERS

1. All Graduate Student Researchers (GSRs) who have salary rates on Table 22 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. 003282 - GSR-FULL FEE REM
- b. 003283 - GSR-FULL TUIT & PARTIAL FEE REM
- c. 003266 - GSR-NO REM
- d. 003276 - GSR-PARTIAL FEE REM
- e. 003284 - GSR-TUIT & FEE REM
- f. 003285 - GSR-TUIT & FEE REM-UCSD-GRP B
- g. 003286 - GSR-TUIT & FEE REM-UCSD-GRP C
- h. 003287 - GSR-TUIT & FEE REM-UCSD-GRP D
- i. 003262 - GSR-TUIT & FEE REM-UCSD-GRP E
- j. 003263 - GSR-TUIT & FEE REM-UCSD-GRP F
- k. 003264 - GSR-TUIT & FEE REM-UCSD-GRP G

2. GSR Salary Scale

- a. Refer to Table A below for the salary scale adjustments that will commence effective 10/01/2026.
- b. Salary Adjustments:
 - i. Effective October 1, 2026, the monthly 50% FTE rates shall be adjusted to match the rates in the 2026 rates column of Table A.
 - ii. Effective October 1, 2027, the monthly 50% FTE rates shall be adjusted to match the rates in the 2027 rates column of Table A.
 - iii. Effective October 1, 2028, the monthly 50% FTE rates shall be adjusted to match the rates in the 2028 rates column of Table A.
 - iv. Effective October 1, 2029, the monthly 50% FTE rates shall be adjusted to match the rates in the 2029 rates column of Table A.
- c. Effective October 1, 2029, the GSR scale in Table 22 will transition to a five-point salary scale. Salary Point 1 will be eliminated on October 1, 2029, with the salary points aligning to the unified scale points 1-5 as illustrated in Table A below:

Table A: GRADUATE STUDENT RESEARCHER – 50% FY Monthly Rates

Salary Point	10/1/2025 (50% M)	10/1/2026 (50% M)	10/1/2027 (50% M)	10/1/2028 (50% M)	10/1/2029 (50% M)	Final Point on Unified Scale
1	\$2,995.63	\$3,174.00	\$3,363.00	\$3,563.00	Eliminated	Eliminated
2	\$3,227.79	\$3,357.00	\$3,491.00	\$3,630.00	\$3,775.00	1
3	\$3,477.96	\$3,613.00	\$3,753.00	\$3,898.00	\$4,049.00	2
4	\$3,747.54	\$3,888.00	\$4,034.00	\$4,186.00	\$4,343.00	3
5	\$4,038.00	\$4,185.00	\$4,337.00	\$4,495.00	\$4,658.00	4
6	\$4,350.96	\$4,480.00	\$4,613.00	\$4,750.00	\$4,891.00	5

3. Experience-Based Placement on GSR Salary Points (Effective October 1, 2026)

- a. Experience for placement effective October 1, 2026 shall be counted as follows:
 - i. GSRs' experience shall be determined June 30 of each year of the contract.
 - ii. GSR Trainees/Fellows' experience shall be determined from January 1, 2022, and shall be used for placement as a GSR, where applicable.
- b. A GSR with at least two (2) semesters / three (3) quarters of experience (or equivalent length of service) in a GSR position at 25% FTE or more per term at the same campus shall be placed at salary point 2, unless already placed on a higher salary point.
- c. A GSR with at least four (4) semesters / six (6) quarters of experience (or equivalent length of service) in a GSR position at 25% FTE or more per term at the same campus shall be placed at salary point 3, unless already placed on a higher salary point.

4. GSRAs at Lawrence Berkeley National Laboratory

Graduate Student Research Assistant (GSRA) – Job Codes 214.1-214.X follow their home campus placements.

5. GSRs, Trainees, and Fellows at UCSF

- a. UCSF GSRs, including GSR Trainees and Fellows, in the Basic Sciences Program will be placed at Salary Point 6 of the GSR salary scale. Wage increases provided to bargaining unit members for the duration of this Agreement will be provided in accordance with this Article.
- b. UCSF GSRs, including GSR Trainees and Fellows, in disciplines other than the Basic Sciences will be appointed in accordance with the provisions of this Article.
- c. Effective upon ratification, the 2022 UCSF GSR Appointees Side Letter shall be rescinded.

C. GRADUATE STUDENT RESEARCHER TRAINEES AND GRADUATE STUDENT RESEARCHER FELLOWS

1. The applicable titles and job codes for this section are listed as follows:
 - a. 003144 - GSR-FELLOW-NO REM
 - b. 003145 - GSR-FELLOW-TUIT REM
 - c. 003154 - GSR-TRAINEE-NO REM
 - d. 003155 - GSR-TRAINEE-TUIT REM
 - e. 003142 - GSR-FELLOW-PAID DIR-NO REM
 - f. 003143 - GSR-FELLOW-PAID DIR-TUIT REM
 - g. 003152 - GSR-TRAINEE-PAID DIR-NO REM
 - h. 003153 - GSR-TRAINEE-PAID DIR-TUIT REM
 - i. 003160 - GSR TRAINEE/FELLOW SUPPLEMENT
2. The wages provided to Graduate Student Researcher Trainees and Graduate Student Researcher Fellows are determined by their training grants or external fellowships
3. The University shall maintain GSR Trainees and Fellows on the GSR Scale (Table 22), and subject to the salary scale changes pursuant to Section B, as follows:
 - a. When extramural agencies establish stipends at a rate less than the University-established salary scale minimum (Table 22), and the campus elects to proceed with the appointment of a GSR Trainee or Fellow, the campus shall provide supplemental compensation to increase the wage rate to the next highest salary point on the GSR scale (Table 22), if applicable.
 - b. The University shall maintain a job code to provide a supplemental GSR appointment to provide for the additional compensation.
 - c. Trainees and Fellows shall also be eligible for experience-based progression pursuant to Section B.3 above.

D. TEACHING ASSISTANTS

1. The applicable titles and job codes for this section are listed as follows:
 - a. 002310 – Teaching Assistant-GSHIP
 - b. 002311 – Teaching Assistant-Non-GSHIP
 - c. 002320 – Teaching Assistant-1/10-GSHIP
 - d. 002321 – Teaching Assistant-1/10-Non-GSHIP
2. Teaching Assistant (TA) Salary Scale
 - a. Salary Adjustments:
 - i. Effective October 1, 2026, the monthly 50% FTE rates shall be adjusted to match the rates in the 2026 rates column of Table B.1 and B.2. Berkeley, Los Angeles, and San Francisco shall be paid at the Group 2 rate for their titles, and all other locations shall be paid at the Group 1 rate.

- ii. Effective October 1, 2027, the monthly 50% FTE rates shall be adjusted to match the rates in the 2027 rates column of Table B.1 and B.2. Berkeley, Los Angeles, and San Francisco shall be paid at the Group 2 rate for their titles, and all other locations shall be paid at the Group 1 rate.
- iii. Effective October 1, 2028, the monthly 50% FTE rates shall be adjusted to match the rates in the 2028 rates column of Table B.1 and B.2 Berkeley, Los Angeles, and San Francisco shall be paid at the Group 2 rate for their titles, and all other locations shall be paid at the Group 1 rate.
- b. Effective 10/01/2029, the Group 1 and Group 2 TA scales will transition to a single three-point salary scale, with the salary points aligning to the unified scale points 4, 5, and 6, as illustrated in Tables B.1 and B.2 below:

Table B.1: TEACHING ASSISTANT – Quarter 50% Monthly Rates							
Salary Plan	Salary Point	10/1/2025 (50% M)	10/1/2026 (50% M)	10/1/2027 (50% M)	10/1/2028 (50% M)	10/1/2029 (50% M)	Final Point on Unified Scale
T18B (Group 1)	1	\$3,928.89	\$4,100.00	\$4,278.00	\$4,464.00	\$4,658.00	4
T18B (Group 1)	2	\$4,046.78	\$4,243.00	\$4,449.00	\$4,665.00	\$4,891.00	5
T18B (Group 1)	3	\$4,168.17	\$4,370.00	\$4,582.00	\$4,805.00	\$5,038.00	6
T18C (Group 2)	1	\$4,217.78	\$4,323.00	\$4,432.00	\$4,544.00	\$4,658.00	4
T18C (Group 2)	2	\$4,344.33	\$4,475.00	\$4,609.00	\$4,748.00	\$4,891.00	5
T18C (Group 2)	3	\$4,474.67	\$4,609.00	\$4,747.00	\$4,890.00	\$5,038.00	6

Table B.2: TEACHING ASSISTANT – Semester 50% Monthly Rates							
Salary Plan	Salary Point	10/1/2025 (50% M)	10/1/2026 (50% M)	10/1/2027 (50% M)	10/1/2028 (50% M)	10/1/2029 (50% M)	Final Point on Unified Scale
T18B (Group 1)	1	\$3,536.00	\$3,690.00	\$3,850.20	\$4,017.60	\$4,192.20	4
T18B (Group 1)	2	\$3,642.10	\$3,818.70	\$4,004.10	\$4,198.50	\$4,401.90	5
T18B (Group 1)	3	\$3,751.35	\$3,933.00	\$4,123.80	\$4,324.50	\$4,534.20	6
T18C (Group 2)	1	\$3,796.00	\$3,890.70	\$3,988.80	\$4,089.60	\$4,192.20	4
T18C (Group 2)	2	\$3,909.90	\$4,027.50	\$4,148.10	\$4,273.20	\$4,401.90	5
T18C (Group 2)	3	\$4,027.20	\$4,148.10	\$4,272.30	\$4,401.00	\$4,534.20	6

3. Teaching Assistant Experience-Based Salary Point Placement

- a. If a Teaching Assistant has University teaching experience of two (2) semesters / three (3) quarters at 25% FTE or more per term at their campus, they shall be placed on salary point 2, unless already placed on a higher salary point.
- b. If a Teaching Assistant has University teaching experience of four (4) semesters / six (6) quarters at 25% FTE or more per term at their campus, they shall be placed on salary point 3, unless already placed on a higher salary point.

E. ASSOCIATE INSTRUCTORS

1. The applicable titles and job codes in this section are listed as follows:

- a. 001501 – Associate Instructor-AY-GSHIP
- b. 001502 – Associate Instructor-AY-Non-GSHIP
- c. 001506 – Associate Instructor-AY-1/9-GSHIP
- d. 001507 – Associate Instructor-AY-1/9-Non-GSHIP
- e. 001508 – Associate Instructor-AY-1/10-GSHIP
- f. 001509 – Associate Instructor-AY-1/10-Non-GSHIP
- g. 001511 – Associate Instructor-FY-GSHIP
- h. 001512 – Associate Instructor-FY-Non-GSHIP

2. Effective 10/1/2026, the existing Group 1 and Group 2 salary scales for the Associate Instructor title (Table 19) will be adjusted as follows:

a. Salary Increases

- i. Effective October 1, 2026, the monthly 50% FTE rates shall be adjusted to match the rates in the 2026 rates column of Table C.1 for quarter campuses and Table C.2 for semester campuses.
- ii. Effective October 1, 2027, the monthly 50% FTE rates shall be adjusted to match the rates in the 2027 rates column of Table C.1 for quarter campuses and Table C.2 for semester campuses.
- iii. Effective October 1, 2028, the monthly 50% FTE rates shall be adjusted to match the rates in the 2028 rates column of Table C.1 for quarter campuses and Table C.2 for semester campuses.
- iv. Effective October 1, 2029, the monthly 50% FTE rates shall be adjusted to match the rates in the 2029 rates column of Table C.1 for quarter campuses and Table C.2 for semester campuses.

- b. Effective October 1, 2029, the Group 1 and Group 2 scales will be combined into a single salary scale consisting of three salary points, with the salary points aligning to the unified scale points 5, 6, and 7, as illustrated on Tables C.1 and C.2. Mapping of incumbents shall be made in accordance with the salary scale in Tables C.1 and C.2 below:

Table C.1: ASSOCIATE INSTRUCTOR – Quarter 50% Monthly Rates

Salary Group	Salary Point	10/1/2025 (50% M)	10/1/2026 (50% M)	10/1/2027 (50% M)	10/1/2028 (50% M)	10/1/2029 (50% M)	Final Point on Unified Scale
Group 1	1	\$4,116.44	\$4,298.00	\$4,487.00	\$4,684.00	\$4,891.00	5
	2	\$4,239.94	\$4,426.00	\$4,621.00	\$4,825.00	\$5,038.00	6
	3	\$4,367.17	\$4,581.00	\$4,806.00	\$5,041.00	\$5,290.00	7
	4	\$4,498.17	\$4,683.00	\$4,875.00	\$5,074.00	\$5,290.00	7
	5	\$4,633.11	\$4,791.00	\$4,954.00	\$5,122.00	\$5,290.00	7
	6	\$4,772.11	\$4,896.00	\$5,023.00	\$5,154.00	\$5,290.00	7
	7	\$4,915.28	\$5,009.00	\$5,104.00	\$5,201.00	\$5,290.00	7
Group 2	1	\$4,419.06	\$4,534.00	\$4,652.00	\$4,773.00	\$4,891.00	5
	2	\$4,551.61	\$4,670.00	\$4,791.00	\$4,916.00	\$5,038.00	6
	3	\$4,688.06	\$4,833.00	\$4,983.00	\$5,138.00	\$5,290.00	7
	4	\$4,828.67	\$4,940.00	\$5,053.00	\$5,170.00	\$5,290.00	7
	5	\$4,973.61	\$5,053.00	\$5,134.00	\$5,216.00	\$5,290.00	7
	6	\$5,122.78	\$5,164.00	\$5,205.00	\$5,247.00	\$5,290.00	7
	7	\$5,276.50	\$5,282.00	\$5,287.00	\$5,292.00	\$5,290.00	7

Table C.2: ASSOCIATE INSTRUCTOR – Semester 50% Monthly Rates

Salary Group	Salary Point	10/1/2025 (50% M)	10/1/2026 (50% M)	10/1/2027 (50% M)	10/1/2028 (50% M)	10/1/2029 (50% M)	Final Point on Unified Scale
Group 1	1	\$3,704.80	\$3,868.20	\$4,038.30	\$4,215.60	\$4,401.90	5
	2	\$3,815.95	\$3,983.40	\$4,158.90	\$4,342.50	\$4,534.20	6
	3	\$3,930.45	\$4,122.90	\$4,325.40	\$4,536.90	\$4,761.00	7
	4	\$4,048.35	\$4,214.70	\$4,387.50	\$4,566.60	\$4,761.00	7
	5	\$4,169.80	\$4,311.90	\$4,458.60	\$4,609.80	\$4,761.00	7
	6	\$4,294.90	\$4,406.40	\$4,520.70	\$4,638.60	\$4,761.00	7
	7	\$4,423.75	\$4,508.10	\$4,593.60	\$4,680.90	\$4,761.00	7
Group 2	1	\$3,977.15	\$4,080.60	\$4,186.80	\$4,295.70	\$4,401.90	5
	2	\$4,096.45	\$4,203.00	\$4,311.90	\$4,424.40	\$4,534.20	6
	3	\$4,219.25	\$4,349.70	\$4,484.70	\$4,624.20	\$4,761.00	7
	4	\$4,345.80	\$4,446.00	\$4,547.70	\$4,653.00	\$4,761.00	7
	5	\$4,476.25	\$4,547.70	\$4,620.60	\$4,694.40	\$4,761.00	7
	6	\$4,610.50	\$4,647.60	\$4,684.50	\$4,722.30	\$4,761.00	7
	7	\$4,748.85	\$4,753.80	\$4,758.30	\$4,762.80	\$4,761.00	7

3. Experience-Based Placement on Associate Instructor Salary Points

- a. If an Associate Instructor has University teaching experience of four (4) semesters / six (6) quarters at 25% FTE or more per term at their campus, they shall be placed on salary point 3, unless already placed on a higher salary point.
- b. If an Associate Instructor has University teaching experience of six (6) semesters / nine (9) quarters at 25% FTE or more per term at their campus, they shall be placed on salary point 5, unless already placed on a higher salary point.
- c. Effective October 1, 2029, salary progression will change as follows:
 - i. Progression to Salary Point 3 pursuant to 3.a above shall change to the new Salary Point 6 (unified scale).
 - ii. Progression to Salary Point 5 pursuant to 3.b above shall change to the new Salary Point 7 (unified scale).

F. UNIVERSITY TEACHING EXPERIENCE (TEACHING ASSISTANTS AND ASSOCIATE INSTRUCTORS)

1. "University teaching experience" is defined as active pay status in a Teaching Assistant or Associate Instructor title at the same campus where the appointment was offered for one full academic term at 25% FTE or more.
2. For purposes of experience-based placement, equivalent service in discontinued titles of Teaching Fellow and Acting Instructor shall be counted, where applicable.
3. Consistent with University policy and practice, summer session is not an academic term and therefore does not count toward the calculation of quarter/semester experience.

G. TUTORS

1. The applicable titles and job codes for this section are listed as follows:
 - a. 002510 – Tutor-Non-Student
 - b. 002860 – Tutor-GSHIP
 - c. 002861 – Tutor-Non-GSHIP
2. Effective October 1, 2026, the University shall repurpose Salary Table 20 into a systemwide Tutor salary scale and provide increases each October 1 annually as follows:

Title	2026	2027	2028	2029
Individual Tutor (Undergraduate)	\$22.81	\$23.67	\$24.56	\$25.49
Group Tutor (Undergraduate)	\$29.38	\$30.41	\$31.48	\$32.59
Individual Tutor (Graduate)	\$26.66	\$27.62	\$28.62	\$29.66
Group Tutor (Graduate)	\$33.23	\$34.40	\$35.61	\$36.86

3. UCLA Freshman/Transfer Summer Program (F/TSP)

At UCLA, tutors in the F/TSP program will be paid at the applicable tutor rate for the entire six-week program with a workload not to exceed 240 hours and will not be paid on an hourly basis. Compensation for the six-week program will be calculated by multiplying 240 by the applicable Tutor rate. This minimum does not include required training prior to the start of the program, which will be compensated on an hourly basis.

H. READERS

1. The applicable titles and job codes for this section are listed as follows:

- a. 002500 – Reader-Non-Student
- b. 002850 – Reader-GSHIP
- c. 002851 – Reader-Non-GSHIP
- d. 002852 – Special Reader-UCLA GSHIP
- e. 002853 – Special Reader-UCLA Non-GSHIP

2. Salary Scale Increases

Effective October 1 of each year, the University shall increase the Reader Scale to the following rates:

Title	2026	2027	2028	2029
Reader (Undergraduate)	\$21.86	\$22.68	\$23.54	\$24.43
Reader (Graduate)	\$22.81	\$23.67	\$24.56	\$25.49
Special Reader I (UCLA Only)	\$40.17	\$41.38	\$42.63	\$43.91
Special Reader II (UCLA Only)	\$44.36	\$45.70	\$47.08	\$48.05

I. EMPLOYEES ABOVE THE SALARY SCALE

During the life of the Agreement, employees paid at a rate above the maximum of their applicable salary scale shall receive a 2% annual increase on October 1st or will be placed on the appropriate salary point on their applicable salary scale, whichever increase is greater.

J. PAST PRACTICES OF DEPARTMENTS, PROGRAMS, AND UNITS

1. In recognition of the Arbitrator's decision in the Consolidated GSR Salary Points Grievances listed in Section J.2 below, salary point (step) practices in place at time of ratification shall continue for the life of the Agreement.

2. List of Consolidated GSR Salary Points Grievances

- a. BK-BR-3519-23
- b. BK-BR-3376-23
- c. IR-BR-3449-23
- d. IR-BR-3465-23
- e. IR-BR-3469-23
- f. IR-BR-3618-23
- g. LA-BR-3152-23
- h. LA-BR-3413-23
- i. LA-BR-3496-23
- j. LA-BR-4127-24
- k. SB-BR-3262-23
- l. SB-BR-3314-23
- m. SB-BR-3453-23
- n. SB-BR-3487-23
- o. SB-BR-3633-24
- p. SB-BR-3686-24
- q. SD-BR-3446-23
- r. SD-BR-3570-23

K. RESOLUTION OF THE CONSOLIDATED GSR STEP GRIEVANCES

1. The University agrees to pay up to fourteen million five hundred thousand dollars (\$14,500,000) for lump sum payments to eligible Graduate Student Researchers in the specific campus departments/programs identified Appendix AA.
2. Individuals eligible for a lump sum payment must have been employed as a GSR in a department/program identified in Appendix AA, between August 1, 2023 and the date of the ratification of this Agreement. The Union acknowledges that these lump sum payments represent compensation and therefore the University will withhold all taxes and other appropriate deductions that it would normally withhold from the earnings of these individuals. The University will report the gross amounts of these payments to governmental agencies as earnings.
3. The UAW will have thirty calendar (30) days from the ratification of the Agreement to provide a list of individuals to the University, including their campus/location, department/program (as listed in Appendix AA), UCPATH payroll department, their

employee ID number, and the lump sum amount they are to receive. The University will pay these individuals the lump sum within ninety (90) calendar days after receiving each list. Pay will be issued via the pay mechanism the employee has set up in UCPath (i.e., direct deposit or paper check). If the employee is no longer employed by the University, the Union shall also provide their up-to-date mailing address.

4. The Union and the University will consider the remedy in the Consolidated GSR Salary Points Grievances to be fully and completely satisfied by the University's actions described in this section.

ARTICLE 36 WAIVER

- A.** 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.
- B.** Unless mutually agreed to otherwise, 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.
- C.** 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 and consequential impact on the terms and conditions of employment for employees 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.
- D.** 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 employees 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 D.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 Article 12 – Grievance and Arbitration of this Agreement.

ARTICLE 37
WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

1. When an employee is unable to work because of a work incurred injury or illness during the course of an employee's employment, this Article applies.
2. An employee unable to perform the normal duties of their job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability but not to exceed twelve (12) months or the end date of the appointment, whichever comes earlier.
3. Work-Incurred Injury or Illness Leave runs concurrently with Family Medical Leave, where applicable.
4. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.
5. An employee who is unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act is eligible to use available leave covered in Article 18 – Leaves. When leave is exhausted and when an employee is still unable to work because of such illness or injury, the employee may be placed on a leave without pay.
6. An employee shall notify their supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.
7. Under no circumstances shall a leave for a work-incurred injury continue beyond the employee's established appointment period.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

1. In the event an employee requires an extension to their work-incurred injury or illness leave, they shall provide the University with a statement from their licensed health care practitioner of the need for the extension and the anticipated return to work date.
2. Such a statement must be provided ten (10) calendar days prior to the date the employee was previously scheduled to return to work.

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. Prior to returning to work, an employee granted a work-incurred injury or illness leave must provide the University with a statement from their licensed health care practitioner of the employee's ability to return to work. When possible, an employee granted a work-incurred injury or illness leave must provide the University with ten (10) calendar days' notice of their ability to return to work. If a return to work specifies restrictions, the University will

consider what accommodation, if any, will reasonably be made in accordance with Article 26 – Reasonable Accommodation.

2. If the position held has been abolished during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished.

D. EFFECT ON PAY STATUS

An employee who is receiving temporary disability payments is considered on regular pay status for purposes of application of provisions of this Agreement.

E. MODIFIED DUTY

Subject to operational considerations and budgetary constraints, the University will endeavor, on a case by case basis, to modify duties consistent with documented medical restrictions for an employee who has experienced work related injuries. This Section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances. Nothing in this provision waives the employer's duties and/or the employee's rights to reasonable accommodations under FEHA and the Americans with Disabilities Act of 1990.

ARTICLE 38A ASE WORKLOAD

A. GENERAL PROVISIONS

The provisions of Article 38A – ASE Workload are only applicable to bargaining unit members in ASE titles as defined in Article 01A – ASE Recognition.

B. TEACHING ASSISTANT (TA)

1. For Teaching Assistants (TAs), 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 shall initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in a violation of this Article.

C. READER/TUTOR

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 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.

D. ASSOCIATE INSTRUCTOR

Instructors will be responsible for a workload consistent with the normal responsibilities for the entire instruction of a course. Associate Instructors will normally receive a 50% appointment for a regular academic course.

E. NOTIFICATION OF WORKLOAD MAXIMUM

1. When an ASE anticipates they may exceed the daily, weekly or term (quarter or semester) maximum number of hours in their appointment, the ASE shall communicate this to their supervisor prior to exceeding the workload maximum. Nothing in this Article prevents an employee from providing these concerns in writing.
2. Provided the workload issue is resolved informally, the ASE is encouraged to send an email to the supervisor with the agreed-upon resolution.

F. AVAILABLE REMEDIES

1. If an ASE is going to exceed the daily, weekly or term maximum number of hours of their appointment, the University shall either:
 - a. Increase the ASE's appointment percentage to be consistent with the number of hours the ASE will work and/or
 - b. 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.
2. Any changes pursuant to Sections F.1.a. and/or F.1.b. above shall be communicated to the ASE in writing.

G. 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 G.3 below.
2. For such grievances, the Informal Step 1 of the grievance procedure is mandatory and is limited to the remedies in Section F above. In the event that such a grievance is not settled through the Informal Step 1, the grievant may file a formal Step 2 grievance with the campus labor relations office. If the grievance is not resolved within ten (10) calendar days, the UAW may submit the grievance directly to arbitration for an expedited hearing.
3. Expedited arbitration hearings shall be held on a mutually agreeable date, as close to fourteen (14) calendar days from the date of the arbitration submission as possible. Such arbitrations concerning this Section shall be conducted in a one-day hearing including closing statements, 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 38B
TIME AND EFFORT COMMITMENT

A. GENERAL CONDITIONS

1. The GSR's workload will be commensurate with the appointment percentage and title/classification.
2. The GSR's required workload must be reasonable and related to the program's research needs, with the emphasis placed on meeting the responsibilities assigned to the position, on making progress toward their research goals, and on demonstrating their intellectual capabilities. It is understood that the workload may fluctuate in a given time period (e.g. workweek, month, academic term) due to the general functions and activities within a research lab or program.
3. Any work assignment, including required training, orientation, required meetings, required conferences, shall be included in the total workload for the appointment period.
4. For Trainees and Fellows, the language in this Article is not intended to supersede the language of the applicable grant or fellowship, which may require different levels of effort.

B. DISPUTES

1. Bargaining unit members are encouraged to informally resolve any concerns about the hours worked with their Supervisor or Department Chair. In the event the concerns are not resolved informally, the GSR may file a formal grievance at Step 2.
2. If not resolved by the conclusion of the Step 2 process, the UAW may file directly to arbitration.

C. GRADUATE STUDENT ACADEMIC RESPONSIBILITIES

This Agreement should not in any way be construed as imposing a limit on the amount of academic effort necessary for a graduate student to make satisfactory academic progress toward their degree. Workload assigned to bargaining unit members may be separate from the academic requirements associated with thesis/dissertation research, and/or academic progress required by their program that they must fulfill as graduate students.

ARTICLE 39
WORKSPACE AND INSTRUCTIONAL SUPPORT

The University shall provide access to required facilities, services, texts, equipment, supplies, materials and instructional support. Access to required facilities, services, texts, equipment, supplies, materials and instructional support will not be unreasonably denied. These required facilities, services, texts, equipment, supplies, materials 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 40 DURATION

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 p.m. on December 31, 2029.
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 April 1, 2029 the Union shall notify the University if it intends to open the Agreement for successor negotiations
2. The University shall have until April 15, 2029 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 Sections 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 May 14, 2029.
5. If the conditions under Sections 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 May 28, 2029.
6. By June 4, 2029, the parties shall set a mutually agreeable start date for the commencement of negotiations no later than July 9, 2029.
7. The Parties agree to use the ground rules from 2026 collective bargaining during successor contract negotiations. Modifications may be made only by mutual agreement.

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 January 1 until the following December 31.
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 July 1 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.

**APPENDIX C
DESCRIPTION OF DUTIES FORM**

Term: _____ Supervisor: _____ ASE: _____

Course #: _____ Course Title: _____

Location: _____ Day(s)/Time(s): _____

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

_____ Attend lecture

_____ Present _____ lectures

_____ Instruction of _____ sections/labs per week

_____ Preparation

_____ Hold _____ office hours per week

_____ Supervisor/ASE(s) meeting _____ hours per week

_____ Read and evaluate _____ papers per student

_____ Proctor _____ examinations

_____ Prepare drafts of narrative evaluations and make grade recommendations as appropriate for students in TA section/lab (Santa Cruz only)

_____ Perform individual and/or group tutoring

_____ Class/faculty visits

_____ Maintain/submit student records (e.g. grades)

_____ Perform other tasks 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.

A Description of Duties form should be distributed to all ASEs, except Associate Instructors.

APPENDIX D
ASE SAMPLE APPOINTMENT LETTER

<<Date>>

Dear **<<ASE name>>**,

Congratulations! This letter constitutes your Written Notice of Appointment as **<<Insert name and number of job code>>** in **<<Insert department, program, or unit name here>>** for **<<academic term(s) or Summer Session>>**. The service period effective dates of your appointment will be **<<term begin date>>**, when the term begins, to **<<service period end date to include post term deadlines for grading, if applicable>>**, when the term ends, or includes the following week if you are responsible for duties related to submission of final grades **<<TAs, AIs, Readers Only>>**. The pay period effective dates are from **<<payroll start date>>** to **<<payroll end date>>**. You will be reporting to **<<Instructor of Record/Supervisor Name>>** at **<<Location of worksite, if known >>**.

<<Use below if assignments are known; defer to Supplemental Notice for TAs/AIs/Readers if not known at time of hire>>

Your assigned course(s) and section number(s) are:

<< Insert assigned course and section number if applicable>>.

<<Use below for Tutors or other ASEs assigned to a Tutoring Center, if applicable >>

<< Insert assigned tutoring center if applicable>>.

Salary

<<Use below for TAs or AIs only>>

Your **<<% FTE>>** appointment at salary point **<<salary point number>>** as a **<<title name>>** includes a gross salary of approximately **<<wage rate>>**.

<<Use for other salaried ASE titles>>

Your **<<% FTE>>** appointment as a **<<title name>>** includes a gross salary of approximately **<<wage rate>>**.

<<Use for other hourly ASE titles>>

Your appointment as a **<<title name>>** shall be for **<<range of hours per week>>** at **<<hourly wage >>**.

<<Use for ASE titles with systemwide salary scales>>

Academic Student Employee (ASE) wages are established on the appropriate salary scales, which can be found here: <https://www.ucop.edu/academic-personnel-programs/compensation/>. Your wage rate as a salaried ASE is dependent on your hiring campus. Additional information about campus specific salary scales is available on website listed above. **<<Insert any additional local wage practice information here>>**

Workload

A **<<% FTE>>** appointment corresponds to an average of **<<hours per week>>** hours of work per week.

Pursuant to (Insert link – Article 38A – ASE Workload), if you have any concerns regarding exceeding your assigned workload maximum during the course of your appointment, you must immediately communicate

these concerns to your instructor of record/supervisor. Your instructor of record/supervisor will then determine the priority duties and what, if any, adjustments need to be made to your workload.

Academic Eligibility Standards

Your appointment is subject to regular review by the Graduate Division. You must meet and maintain all academic eligibility standards appropriate to this appointment (such as, GPA, units of incomplete grades, academic progress, etc.). Please see: <<Insert local graduate division policies and other local information, as needed>>

Represented Position

Your position is covered by a collective bargaining agreement between the University of California and the United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) Local 4811. A copy of the collective bargaining agreement is available at: <https://ucnet.universityofcalifornia.edu/labor/bargaining-units/bx/contract.html>. Should you require assistance, you may contact the UAW at organize@uaw4811.org or visit uaw4811.org. The University is required to release names and department addresses of all ASEs to the UAW each academic term. A UAW membership election form can be found at: uaw4811.org/join.

New Employee Orientation

<<Insert information on new hire orientation for ASEs>>

Employment File

The University of California will establish and maintain a file that will contain information related to your employment. New material may be added to your file over the course of your employment. Should you wish to review your employment file, please contact <<insert appropriate local contact or process>>.

Fee Remissions

Pursuant to (Insert link – Article 11A – ASE Fee Remission), for those eligible for a Partial Fee Remission, the University will provide Partial Fee Remission of 100% of Tuition and the Student Services Fee and Partial Fee Remission covering 100% of campus fees, not to exceed the maximum campus fees for each campus. UC will cover Nonresident Supplemental Tuition for up to three (3) years for eligible employees at 25% or greater who have advanced to candidacy in their degree program. <<Insert any local NRST remission practice here and/or insert relevant links here>> Employees hired from the self-supporting graduate programs are not eligible for fee remissions greater than the state-supported equivalent rates. <<Insert any other local information on fee remission practices as needed>>

Holidays and Leaves

ASEs are entitled to all regular holidays observed by <<location>>. For paid holidays, please see Article 15 – Holidays of the UC-UAW Contract and the <<location>> holiday calendar <<location holiday calendar website>>.

Leaves of absences, including short-term and long-term leave, are governed by Article 18 – Leaves. Requests for any leave of absence must be in accordance with Article 18 – Leaves and the University's policies and procedures. For more information on types, eligibility, duration and process for leaves, please see the <<location leave resource, if available>>.

Health Benefits

For information regarding health benefits and eligibility for premium remission under a University-sponsored student health insurance plan and health benefit premium remission for eligible child dependents, please refer to (Insert link - Article 14 – Health Benefits) of the Collective Bargaining Agreement.

Childcare Benefits

Pursuant to (Insert link – Article 04 – Childcare), ASEs with an eligible appointment shall be eligible to participate in the Childcare Reimbursement Program. Information and related forms can be found at: <<LINK>>.

Parking and Transit Benefits

ASEs may be eligible for transit benefits, pursuant to Article 22 – Parking and Transit of the UC-UAW contract. For more information on parking and transit options, please see the <<location P&T website>>.

Accommodations

Academic Student Employees who are disabled or become disabled should notify their supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with (Insert link – Article 26 – Reasonable Accommodation).

An ASE who anticipates a need for access to an all-gender restroom or lactation room during the course of their appointment should refer to (Insert link – Article 21 – Non-Discrimination in Employment) for the applicable process and contact their hiring department/unit <<insert hiring department/unit contact>> or <<insert campus Labor Relations contact>> as soon as possible after receiving this written notice of appointment.

Defined Contribution and UC Retirement Plan(s)

ASEs are required to contribute to the University of California Defined Contribution Plan (DC Plan) as Safe Harbor participants unless they are students whose wages from University employment are exempt from taxation under the Federal Insurance Contribution Act (FICA) and/or nonresident aliens with F-1 or J-1 visa status or whose wages are subject to foreign (i.e. their home country) taxes or contributions under a Social Security totalization agreement. Employees contribute 7.5% of gross salary to the University of California Defined Contribution Plan (up to Social Security wage base) in lieu of Social Security taxes, and are generally not eligible for membership in the University of California Retirement Plan (UCRP) in accordance with UCRP Plan Documents and Regulations.

Your default investment for the DC Plan is the UC Pathway Fund, a target date fund that automatically adjusts its asset allocation over time based on your expected retirement date. You may change your investment option at any time by logging into your Fidelity account on NetBenefits.com.

Details on the Defined Contribution Plan and as well as exceptions to the contribution requirements, as well as voluntary contribution options, may be found in Article 06 – Defined Contribution and University Retirement Plan(s) and Appendix F of the UC-UAW Contract and on UCnet “Your Guide to Understanding Your Program – Information for Safe Harbor Participants” at <https://ucnet.universityofcalifornia.edu/wp-content/uploads/2024/06/retirement-savings-program-information-for-safe-harbor-participants.pdf>.

Work Authorization

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.

Please sign and date below to indicate you understand and accept the terms of your appointment and return one copy to your hiring unit <<Insert department, program, or unit name here>> which can be reached at <<Insert department, program, or unit contact information>>. Failure to return a signed letter by <<DATE>> constitutes rejection of this offer.

I wish you much success as a <<title>> and on behalf of the University I thank you for assuming this important responsibility.

Sincerely,

<<Head of hiring department, program, or unit>>

Cc: Academic Personnel
Graduate Division
Employment File

APPENDIX E
GSR SAMPLE APPOINTMENT LETTER

<<Date>>

Dear **<<GSR name>>**,

Congratulations! This letter constitutes your Written Notice of Appointment as a Graduate Student Researcher (GSR) **<<Insert name and number of job code>>** in **<<Insert department, program, or unit name here>>**. The effective dates of your appointment will be **<<Insert start and end dates of appointment>>**. You will be reporting to **<<PI/Supervisor Name>>** at **<<Location of worksite >>**.

Salary

Your **<<% FTE>>** appointment at salary point **<<1-6>>** as a **GSR** includes a gross salary of approximately **<<wage rate>>**. GSR salary points are established on Salary Table 22 and can be found here: <https://www.ucop.edu/academic-personnel-programs/compensation/>. **<<Insert any additional local wage practice information here>>**

Work Assignments

<<Brief statement of required work duties>>.

Represented Position

Your position is covered by a collective bargaining agreement between the University of California and the United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) Local 4811. A copy of the collective bargaining agreement is available at:

<https://ucnet.universityofcalifornia.edu/resources/employment-policies-contracts/bargaining-units/graduate-student-researchers/contract/>

Should you require assistance, you may contact the UAW at organize@uaw4811.org or visit uaw4811.org. The University is required to release names and department addresses of all GSRs to the UAW each academic term. A UAW membership election form can be found at: uaw4811.org/join.

New Employee Orientation

<<Insert information on new hire orientation for GSRs>>

Employment File

The University of California will establish and maintain a file that will contain information related to your employment. New material may be added to your file over the course of your employment. Should you wish to review your employment file, please contact **<<insert appropriate local contact or process>>**.

Fee Remissions

Pursuant to (Insert link – Article 11B – GSR Fee Remission), for those eligible for a Partial Fee Remission, the University will provide Partial Fee Remission of 100% of Tuition and the Student Services Fee and Partial Fee Remission covering 100% of campus fees, not to exceed the maximum campus fees for each campus. UC will cover Nonresident Supplemental Tuition for up to three (3) years for eligible employees at 25% or greater who have advanced to candidacy in their degree program. **<<Insert any local NRST remission practice here and/or insert relevant links here>>** Employees hired from the self-supporting

graduate programs are not eligible for fee remissions greater than the state-supported equivalent rates.
<<Insert any other local information on fee remission practices as needed>>

Holidays and Leaves

GSRs are entitled to all regular holidays observed by <<location>>. For paid holidays, please see Article 15 – Holidays of the UC-UAW Contract and the <<location>> holiday calendar <<location holiday calendar website>>.

Leaves of absences, including short-term and long-term leave, are governed by Article 18 – Leaves. Requests for any leave of absence must be in accordance with Article 18 – Leaves and the University’s policies and procedures. For more information on types, eligibility, duration and process for leaves, please see the <<location leave resource, if available>>.

Personal Time Off

Eligible GSRs shall have the ability to request the use of <<#>> Personal Time Off (PTO) days, in accordance with (Insert link – Article 24 – Personal Time Off). If you experience a break in service as a GSR between one (1) and thirty (30) calendar days, and are reappointed under the same PI/Supervisor, you must submit a written request for any unused PTO to rollover to your new appointment, which shall not exceed a total balance of eighteen (18) PTO days.

Health Benefits

For information regarding health benefits and eligibility for premium remission under a University-sponsored student health insurance plan and health benefit premium remission for eligible child dependents, please refer to (Insert link - Article 14 – Health Benefits) of the Collective Bargaining Agreement.

Childcare Benefits

Pursuant to (Insert link – Article 04 – Childcare), GSRs with an eligible appointment shall be eligible to participate in the Childcare Reimbursement Program. Information and related forms can be found at: <<LINK>>.

Parking and Transit Benefits

GSRs may be eligible for transit benefits, pursuant to Article 22 – Parking and Transit of the UC-UAW contract. For more information on parking and transit options, please see the <<location P&T website>>.

Accommodations

Graduate Student Researchers who are disabled or become disabled should notify their PI/supervisor or department to request reasonable accommodations, in advance of their start date or any time during their appointment, in accordance with (Insert link – Article 26 – Reasonable Accommodation).

A GSR who anticipates a need for access to an all-gender restroom or lactation room during the course of their appointment should refer to (Insert link – Article 21 – Non-Discrimination in Employment) for the applicable process and contact their hiring department/unit <<insert hiring department/unit contact>> or <<insert campus Labor Relations contact>> as soon as possible after receiving this written notice of appointment.

Defined Contribution and UC Retirement Plan(s)

GSRs are required to contribute to the University of California Defined Contribution Plan (DC Plan) as Safe Harbor participants unless they are students whose wages from University employment are exempt from taxation under the Federal Insurance Contribution Act (FICA) and/or nonresident aliens with F-1 or J-1 visa status or whose wages are subject to foreign (i.e. their home country) taxes or contributions under a Social Security totalization agreement. Employees contribute 7.5% of gross salary to the University of California Defined Contribution Plan (up to Social Security wage base) in lieu of Social Security taxes, and are generally not eligible for membership in the University of California Retirement Plan (UCRP) in accordance with UCRP Plan Documents and Regulations.

Your default investment for the DC Plan is the UC Pathway Fund, a target date fund that automatically adjusts its asset allocation over time based on your expected retirement date. You may change your investment option at any time by logging into your Fidelity account on NetBenefits.com.

Details on the Defined Contribution Plan and as well as exceptions to the contribution requirements, as well as voluntary contribution options, may be found in Article 06 – Defined Contribution and University Retirement Plan(s) and Appendix F of the UC-UAW Contract and on UCnet “Your Guide to Understanding Your Program – Information for Safe Harbor Participants” at <https://ucnet.universityofcalifornia.edu/wp-content/uploads/2024/06/retirement-savings-program-information-for-safe-harbor-participants.pdf>.

Work Authorization

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.

Please sign and date below to indicate you understand and accept the terms of your appointment and return one copy to your hiring unit <<Insert department, program, or unit name here>> which can be reached at <<Insert department, program, or unit contact information>>. Failure to return a signed letter by <<DATE>> constitutes rejection of this offer.

I wish you much success as a <<title>> and on behalf of the University I thank you for assuming this important responsibility.

Sincerely,

<<Head of hiring department, program, or unit>>

Cc: Academic Personnel
Graduate Division
Employment File

APPENDIX F

PARTICIPATION IN THE RETIREMENT SAVINGS PROGRAM

Employees are required to contribute to the University of California Defined Contribution Plan (DC Plan) as Safe Harbor participants unless they are students whose wages from University employment are exempt from taxation under the Federal Insurance Contribution Act (FICA)¹ and/or nonresident aliens with F-1 or J-1 visa status or whose wages are subject to foreign (i.e. their home country) taxes or contributions under a Social Security totalization agreement. Employees contribute 7.5% of gross salary to the University of California Defined Contribution Plan (up to Social Security wage base) in lieu of Social Security taxes, and are generally not eligible for membership in the University of California Retirement Plan (UCRP) in accordance with UCRP Plan Documents and Regulations. They also contribute 1.45% of total gross earnings to Medicare.

In addition, the University of California's Retirement Savings Program (RSP) provides employees with a way to save voluntarily for their future. The RSP consists of three defined contribution plans: the Tax-Deferred 403(b) Plan, the 457(b) Deferred Compensation Plan, and the DC Plan. Students normally working less than 20 hours per week are not eligible to voluntarily participate in the RSP plans.

Contributions are deposited into individual RSP accounts for each employee and are invested in the fund(s) selected by the participant. The investment options include:

1. A broad range of professionally managed funds that are monitored by the UC Investments team. Participants may invest outside of the core fund menu through a Fidelity brokerage account.
2. If a participant does not actively select a fund(s), contributions are invested in the UC Pathway Fund with a target date near the participant's expected retirement date.

The myUCretirement.com website provides information and resources to help participants make decisions about their investments. Participants may also view their account balances, change their fund selection, designate or change beneficiaries, or request a distribution or rollover. Participants receive quarterly statements from the RSP record keeper, currently Fidelity Retirement Services. Currently, statements are sent to the e-mail address of record, unless mail delivery has been requested or the participant has no e-mail address on record.

Participants should designate a beneficiary or beneficiaries for their RSP account(s). If no beneficiary is named, the account is paid to the surviving spouse or domestic partner, children, parents, siblings, or estate.

¹ To qualify for exemption from mandatory contributions made as a Safe Harbor participant into the DC Plan, Employees must meet the following criteria:

1. Be enrolled in the applicable minimum number of units
 - a. Undergraduates — a minimum of six units.
 - b. Graduate students — the half-time enrollment requirement established at each campus.
 - c. Graduate students enrolled and approved for advancement to doctoral candidacy (i.e., Doctoral II students) are not subject to a units requirement during the academic year, as the preparation of a dissertation satisfies the half-time enrollment requirement.
2. Have a total active appointment percentage, including both fixed and variable appointments, of less than 80% time for the month or any partial period within the month.

Given that these accounts are meant to be retirement savings, there are generally early distribution penalties for withdrawing money before age 59 ½, except for 457(b) plan withdrawals. If you leave UC employment, you may keep your money in the RSP provided your plan balance, on an individual plan basis, is \$2,000 or more. Or, you may roll over your RSP balances 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. For more information, see the Summary Plan Descriptions below.

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 Safe Harbor DC Plan, see:

1. The my UC Retirement Website:
<https://ucnet.universityofcalifornia.edu/benefits/retirement/safe-harbor/>
2. The DC Plan Summary Plan Description:
<https://ucnet.universityofcalifornia.edu/forms/pdf/defined-contribution-plan-summary-description.pdf>
3. Tax-Deferred 403(b) Summary Plan Description:
<https://ucnet.universityofcalifornia.edu/forms/pdf/403b-summary-plan-description.pdf>
4. 457(b) Deferred Compensation Plan Description:
<https://ucnet.universityofcalifornia.edu/forms/pdf/457b-deferred-compensation-plan.pdf>

APPENDIX G
MEMBERSHIP ELECTION FORM

SENDER: <<Name of Campus Office Sending Form>>

SUBJECT: <<Full Name>> - Mandatory NOTICE: UAW <<Unit>> Membership Election Form

BODY:

Dear <<Full Name (Email Address)>>,

Your University of California position is represented by the UAW. In accordance with the collective bargaining agreement, the University is sending you the UAW Membership Election Form (MEF).

You may select or decline union membership on the MEF. Membership is voluntary and not a condition of employment. Please note, the University neither encourages nor discourages union Membership.

To access the Form, click the "View Documents" button below. This will take you to DocuSign, a secure online signature tool, where you can complete and sign the Form. DocuSign enables you to provide an electronic signature on the necessary form, you will not need to print any document. When you submit, a copy will be sent directly to UAW.

If you have already received this form, please disregard this notice.

If you have any questions about this form, do not reply to this email. Please contact the Union at organize@uaw4811.org.

Sincerely,
<<Name of Campus Office Sending Form>>



UAW MEMBERSHIP ELECTION & DUES DEDUCTION AUTHORIZATION FORM

Welcome to your Union (UAW 4811)!

This is the form by which every Academic Worker in a unit represented by the UAW – Academic Student Employees, Student Researchers, Postdoctoral Scholars, and Academic Researchers – voluntarily accepts or declines Union membership.

By forming a Union at the University of California, Academic Workers have won:

- Guaranteed annual pay increases to reflect experience and the cost of living
- Enforceable protections against bullying, harassment and discrimination
- High-quality, low-cost healthcare, guaranteed paid family leave
- And many more rights and protections

These rights and protections are only possible because a majority of Academic Workers are dues-paying members of the Union. Membership builds our collective power to improve and enforce our rights and gives you the right to participate in the Union.

☐

Count me in the majority! I accept membership in the UAW and its designated Local that represents me with respect to my working conditions at UC. 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 in a UAW-represented unit.

☐

I decline membership in UAW

NAME (Please print)

SIGNATURE

DATE

MOBILE PHONE

UC EMAIL

JOB TITLE

DEPT. EMPLOYED

DEPT. ENROLLED

CAMPUS

OFFICE LOCATION (Building, room #) PI / RESEARCH GROUP (if applicable)

QUESTIONS? WANT TO GET INVOLVED?

Visit uaw4811.org or email us at organize@uaw4811.org. Please direct all questions about this form to the Union, not the University.

**APPENDIX I
UNION SECURITY TEMPLATE**

Location/Business Unit Code	Location Name (Campus, Medical Center, or LBNL)	Bargaining Unit	Employee Identification Number	Employee Name (Last, First)	<u>ACTION CODE:</u> (A=Add, C=Change PA Amount* OR S=Stop)	<u>DEDUCTION CODE:</u> (D=Dues, IF=Initiation Fee, OR *PA=Polit	Indicate Ongoing Deduction Dollar Amount for Political Action (*Must be Dues Paying Member)

Location/Business Unit Code	Location Name
A	ASUCLA
01	UCB Campus
02	UCSF Campus
03	UCD Campus
04	UCLA Campus
05	UCR Campus
06	UCSD Campus
07	UCSC Campus
08	UCSB Campus
09	UCI Campus
10	UCM Campus
12	UCD Med Ctr
13	UCLA Med Ctr
14	UCSD Med Ctr
15	UCI Med Ctr
16	UCSF Med Ctr
18	UCANR
94	LBNL

APPENDIX AA
GSR LUMP SUM DEPARTMENT LIST

A. BERKELEY

1. Agricultural and Resource Economics
2. Astronomy
3. Biophysics
4. Computational Biology
5. Earth and Planetary Science
6. Electrical Engineering and Computer Science
7. Materials Science and Engineering
8. Molecular and Cell Biology
9. Neuroscience
10. Nuclear Engineering
11. Physics
12. Statistics
13. Vision Science

B. DAVIS

1. Agricultural and Environmental Chemistry
2. Agricultural and Resource Economics
3. Biochemistry, Molecular, Cellular and Developmental Biology
4. Biomedical Engineering
5. Biophysics
6. Chemistry
7. Civil and Environmental Engineering
8. Ecology
9. Electrical and Computer Engineering
10. Food Science
11. Geography
12. Integrative Genetics and Genomics
13. Microbiology
14. Molecular, Cellular and Integrative Physiology
15. Neuroscience
16. Pharmacology and Toxicology
17. Plant Biology

C. IRVINE

1. Anatomy & Neurobiology
2. Biological Chemistry
3. Chemistry
4. Developmental & Cell Biology
5. Earth Systems Science
6. Electrical Engineering & Computer Science
7. Materials Science & Engineering
8. Math
9. Microbiology & Molecular Genetics
10. Molecular Biology & Biochemistry

11. Neurobiology & Behavior
12. Pathology
13. Pharmaceutical Sciences
14. Physics & Astronomy
15. Physiology & Biophysics

D. LOS ANGELES

1. Bioengineering
2. Chemistry & Biochemistry
3. Graduate Programs in Bioscience (GPB)
4. Medical Scientist Training Program
5. Psychology

E. SAN DIEGO

1. Bioengineering
2. Bioinformatics and Systems Biology
3. Biological Sciences
4. Biomedical Sciences
5. Chemistry
6. Cognitive Science
7. Nanoengineering
8. Neuroscience
9. Psychology
10. Scripps Institution of Oceanography (SIO)
11. Structural Engineering

F. SANTA BARBARA

1. Biological Engineering
2. Biomolecular Science and Engineering/IPQB
3. Chemical Engineering
4. Chemistry
5. Computer Science
6. Electrical and Computer Engineering
7. Materials Science
8. Mechanical Engineering
9. Molecular, Cellular, and Developmental Biology
10. Physics
11. Psychological and Brain Sciences

SIDE LETTER
2026 POST-RATIFICATION SETTLEMENT

This Post-Ratification Settlement Side Letter ("Agreement") is entered into by and between the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 4811 ("Union" or "UAW") and the University of California, Office of the President ("University") (collectively the "Parties").

A. GSR PAST PRACTICES – SECTION K OF ARTICLE 35 – WAGES

1. The parties agree that, for purposes of maintaining salary point practices in effect at the time of ratification and throughout the duration of the contract, departments, hiring units, and programs will appoint both new and incumbent GSRs on the same row consistent with current hiring practices and as identified in Table A, Section B of Article 35 – Wages. In cases where a GSR's accrued experience would place the GSR at a higher step than a department practice, the GSR shall be placed at the higher step.
2. As reflected in Table A, Section B of Article 35 – Wages, when the GSR scale is reduced to five salary points effective October 1, 2029, the salary point mapping will be as follows: salary points 1 and 2 prior to October 1, 2029 will correspond to salary point 1 effective October 1, 2029; salary point 3 will correspond to salary point 2; salary point 4 will correspond to salary point 3; salary point 5 will correspond to salary point 4; and salary point 6 will correspond to salary point 5.

B. GSR EXPERIENCE-BASED PROGRESSION ON OCTOBER 1, 2029

1. The parties agree that, for purposes of GSR experience-based salary progression effective October 1, 2029, the following framework will apply:
 - a. Consistent with Section B.3 of Article 35 – Wages, GSR experience will be calculated as of June 30 of each calendar year during the term of the contract.
 - b. Any experience-based salary progression effective October 1, 2029 will occur prior to the elimination of salary point 1 and will be applied using the October 1, 2028 six-point salary scale. After any applicable progression is implemented, GSRs will then move horizontally within Section B.2, Table A and be placed at the corresponding October 1, 2029 salary point.
 - c. GSR experience will be evaluated effective June 30, 2029 and GSRs will be placed at the corresponding salary point effective January 1, 2030.
2. Examples
 - a. A GSR with six (6) quarters/four (4) semesters of equivalent GSR experience is reappointed at salary point 3 on October 1, 2028. As of June 30, 2029, the individual has reached their maximum experience-based salary progression of salary point 3 on the 10/1/28 salary scale. If reappointed on October 1, 2029, the individual will be placed at the new salary point 2 on the 10/1/29 scale. The individual would be eligible to move to salary point 3 on January 1, 2030.
 - b. A GSR with three (3) quarters/two (2) semesters of equivalent GSR experience is

reappointed at salary point 2 on October 1, 2028. As of June 30, 2029, the individual would advance to salary point 3 on the 10/1/28 scale due to experience-based progression. If reappointed on October 1, 2029, the individual will be placed at the new salary point 2 on the 10/1/29 scale. The individual would be eligible to move to salary point 3 on January 1, 2030.

- c. A GSR with no GSR experience is appointed at salary point 1 on October 1, 2028. As of June 30, 2029, the individual would advance to salary point 2 on the 10/1/28 scale due to experience-based progression. If reappointed on October 1, 2029, the individual will be placed at the new salary point 1 on the 10/1/29 scale. The individual would be eligible to move to salary point 2 on January 1, 2030.

C. TEACHING ASSISTANT (TA) EXPERIENCE-BASED SALARY PROGRESSION

To clarify the implementation of Section D.3 of Article 35 – Wages, the parties agree that, effective October 1, 2029, when all TA salary rates are consolidated into three points, corresponding to salary points 4, 5, and 6 on the 10/1/29 salary scale, TAs will be eligible for experience-based progression from salary point 4 to 5 and from salary point 5 to 6, based on qualifying teaching experience as defined in Article 35 – Wages.

D. TEACHING ASSISTANT (TA) AND ASSOCIATE INSTRUCTOR (AI) APPOINTMENTS

1. Article 02A – ASE Appointment Notification, Section A.4.d shall be added that provides an exception to the fifty percent (50%) FTE appointment: “If the terms of a training grant or fellowship explicitly restricts employment of the graduate student to less than fifty percent (50%) FTE. Nothing about this Agreement limits a graduate student’s ability to reject a training grant or fellowship in order to accept a fifty percent (50%) FTE appointment.”
 - a. No later than August 1, 2026, the University shall furnish the Union with a complete list of fellowships and the language that explicitly restrict employment to less than fifty percent (50%) FTE.
 - b. The Union shall have until September 1, 2026 (and annually thereafter for the life of the Agreement) to identify any disputes in the interpretation of fellowship terms that restrict employment to less than fifty percent (50%) FTE. The parties will attempt to come to a mutual understanding regarding the understanding of the terms; any terms that the parties are unable to reach a mutual understanding on by October 1, 2026 (and annually thereafter for the life of the Agreement) may proceed directly to arbitration using the provisions in the Collective Bargaining Agreement.
 - c. The University will not create new fellowships or modify the terms of existing fellowships for the purpose of circumventing the commitment to fifty percent (50%) appointments in Article 02A – ASE Appointment Notification.
 - d. Nothing in this Section changes the University’s obligations under the GSR Recognition Side Letter and the Top Ups Settlement Agreement, nor does it prevent concurrent appointments under Article 02A – ASE Appointment Notification, Section A.4.a.

2. The Parties agree to delay implementation of Article 02A – ASE Appointment Notification, Section A.4 until Winter quarter 2027 and Spring semester 2027. When implementation occurs, the Parties agree to amend Article 02A – ASE Appointment Notification, Section A.4.a to read as follows: “in conjunction with another salaried bargaining unit appointment totaling fifty percent (50%) FTE;”
 - a. Solely for academic year 2026-2027, in order to provide a transition period, the below provisions shall apply:
 - b. Commencing Winter quarter and spring semester of the 2026-27 academic year, in Departments where academic year 2026-27 TA employment opportunities have already been communicated as of the date of this Agreement to prospective incoming PhD and MFA students at less than fifty percent (50%) FTE, the University will not be required to provide additional bargaining unit appointment(s) to satisfy the exception outlined in Article 02A – ASE Appointment Notification, Section A.4.a so long as the graduate student has concurrent student financial support that is no less than GSR Salary Point 1 at twenty-five percent (25%) for the academic quarter/semester of the twenty-five percent (25%) TA appointment.

E. GSR LUMP SUM CLARIFICATION

1. The parties agree that the Union has until Friday, April 24, 2026, to provide the University with the list of employees at quarter campuses. For semester campuses (UCB and UCM), the deadline remains Monday, April 20, 2026.
2. The Union acknowledges that these lump sum payments represent compensation and therefore the University will withhold all taxes and other appropriate deductions that it would normally withhold from the earnings of these individuals, excluding dues from dues-paying members.
3. For inactive employees, the University will pay these individuals the lump sum within one-hundred fifty (150) calendar days after receiving the list. The Union will direct separated individuals to update their address via the [UCPath former employee portal](#) by July 15, 2026. By June 15, 2026, the University will provide the Union with a list of all separated employees eligible for a payment with their current address on file. If an employee has not updated their address by July 15, 2026, UCPath will use the last address on file to issue payment. In no cases will exceptions be made for employees who fail to update their address by July 15, 2026. Sixty (60) calendar days after all lump sums have been mailed, the parties shall meet and discuss implementation of this Section, including any monies that have not been claimed.
4. Employees who experience difficulty accessing the former employee portal can contact the UCPath Center at 855-982-7284 for assistance.

F. ASE SUMMER SESSION

The parties agree that when an individual is appointed as an Associate Instructor (AI) during Summer Session, the appointment will be made in accordance with Article 05 – ASE Classifications, and those individuals will be compensated pursuant to Section A.2 of Article 29 – ASE Summer Session.

G. SIDE LETTER AND ULP WITHDRAWALS

1. Upon execution of this Agreement UAW shall withdraw ULP LA-CE-1479-H, SF-CE-1532-H and SF-CE-1574-H.
2. The Parties agree that the UCLA Math Department, the UCLA Mechanical Engineering Department, and the UC Irvine Social Ecology Department will implement Article 02A – ASE Appointment Notification, Section A.4 beginning Fall quarter 2026 as follows:
 - a. At the UCLA Math Department, fifty percent (50%) appointments in the Fall quarter will be comprised solely of salaried bargaining unit appointments.
 - b. At UCLA Mechanical Engineering Department and the UC Irvine Social Ecology Department, fifty percent (50%) appointments in the Fall quarter may be comprised of salaried and hourly bargaining unit appointments.
 - c. All other provisions of the Collective Bargaining Agreement and this Settlement Agreement will be applicable to the named departments for Fall quarter 2026.
3. The University agrees to provide lump sum payments of five hundred dollars (\$500) to eligible Academic Student Employees in the UCLA Math department. Individuals eligible for a lump sum payment are listed in Appendix A of this Settlement Agreement. The Union acknowledges that these lump sum payments represent compensation and therefore the University will withhold all taxes and other appropriate deductions that it would normally withhold from the earnings of these individuals excluding Union dues. The University will report the gross amounts of these payments to governmental agencies as earnings. The University will provide lump sum payments to the named individuals in Appendix A within ninety (90) calendar days of execution of this Settlement Agreement.
4. This Settlement Agreement shall be incorporated into the CBA as a side letter.

**SIDE LETTER
CLASS SIZE JLMC**

A. JOINT LABOR-MANAGEMENT MEETING ON CLASS SIZE POLICY

At the request of the Union, the parties agree to hold two (2) systemwide Joint Labor-Management Meetings per year on the issue of class size policy beginning no later than July 1, 2026.

B. DURATION

This side letter expires with the Collective Bargaining Agreement, pursuant to Article 40 – Duration. The parties may extend the terms of this side letter by mutual agreement.

SIDE LETTER
CONSOLIDATION OF PANEL OF ARBITRATORS

The University of California ("University") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 4811 ("UAW" or "Union"), (collectively referred to as the "Parties"), agree to consolidate the existing separate Panels of Arbitrators applicable to the Academic Researchers ("RA"), Academic Student Employees and Graduate Student Researchers ("BXBR"), and Postdoctoral Scholars ("PX") collective bargaining units into a single unified Panel of Arbitrators.

A. GENERAL CONSIDERATIONS

1. Effective upon execution of this Agreement, the existing Panels of Arbitrators for the RA, BXBR, and PX bargaining units shall be merged into a single, unified Panel of Arbitrators.
2. The Panel of Arbitrators shall be utilized for all arbitration proceedings initiated under the respective UC/UAW 4811 collective bargaining agreements governing the RA, BXBR, and PX bargaining units.

B. SELECTION OF ARBITRATORS

The Parties agree to the following individuals as members of the consolidated Panel of Arbitrators:

1. Sara Adler
2. Norman Brand
3. Mark Burstein
4. Christopher Cameron
5. Douglas Collins
6. Andrea Dooley
7. Ann Andrews Ellis
8. Matthew Goldberg
9. Juan Carlos Gonzalez
10. Stephen Hayford
11. Joe Henderson
12. Fred Horowitz
13. Yuval Miller
14. Jonathan Monat
15. Mark Gaston Pearce
16. Guy Prihar
17. Michael Prihar
18. Paul Roose
19. Jan Stiglitz
20. Katherine Thomson
21. David Weinberg

C. PROCESS FOR ARBITRATOR SELECTION

Arbitrators shall be selected pursuant to the grievance and arbitration procedures under the respective UC/UAW 4811 collective bargaining agreements governing the RA, BXBR, and PX bargaining units.

D. OTHER CONSIDERATIONS

1. This Agreement shall remain in effect through the duration of the BXBR collective bargaining agreement, which expires on December 31, 2029. It may be renewed or modified by mutual agreement of the Parties.
2. This Agreement does not modify any other terms of the collective bargaining agreements applicable to the RA, BXBR, or PX units except as expressly stated herein.

SIDE LETTER
GSR RECOGNITION SETTLEMENT

- A.** On a prospective basis, all first-year PhD students who are assigned to a STEM lab(s) (whether rotating or non-rotating), shall be appointed as a 25% GSR-Paid Direct (or, another GSR title that will be, or is in, the GSR bargaining unit. For purposes of this Agreement, hereafter, they will still be referred to as “GSR-Paid Direct” appointments, though they may be placed in other GSR titles if remuneration is able to be paid through UCPATH) for every term they are assigned to a STEM lab(s). The UC will implement these appointments effective winter quarter/spring semester 2026 if the parties reach an agreement by October 15, 2025. Otherwise, the UC will implement the appointments by July 1, 2026. However, the following caveats apply to the implementation dates:
1. No union dues will be collected from the new 25% GSR-Paid Direct appointment until the beginning of Fall term 2026. Commencing January 2026, the necessary University personnel will meet with UAW’s designated technical experts to develop a plan to create a union dues withholding system and will meet regularly until such time as the parties reach a mutually agreeable solution that will be in place by no later than the beginning of Fall term 2026.
 2. No later than the beginning of Fall term 2026, the University will provide the Written Notice of Appointment associated with the 25% GSR-Paid Direct appointments that are commensurate with the paid effort to the GSR-Paid Direct.
 3. Nothing in this agreement prohibits the appointment of first year PhD students directly admitted to a lab as a 50% GSR.
- B.** For purposes of this Agreement, the restrictions in the September 26, 2024 top-up settlement agreement executed by the UC and the UAW will not apply to first year STEM lab PhD students until Academic Year 2027-28, which will provide the UC sufficient time to adjust its student funding packages based on this Agreement. As such, the UC will reduce student financial support packages (sometimes referred to as “fellowship funds”) in proportion to the new employment obligations for all existing and incoming 2025-2026 and 2026-2027 first year STEM lab PhD students. Future cohorts would have funding package offers written to account for employment in Year 1, as applicable. For all current and incoming first year STEM lab PhD students as of AY 2025-2026 through 2026-2027, for purposes of implementation of this settlement only, the following temporary considerations apply for “top-ups” (as defined under the 2024 Top-Up Settlement agreement):
1. Because funding packages provided first year STEM lab PhD students with financial support without consideration for employment wages that will now be provided under this settlement, the UC may reduce non-employment student financial support to account for such GSR-Paid Direct employment wages.
 - a. Example: A first year STEM lab PhD student was offered \$32,000 as a department fellowship stipend in year 1 not contingent on employment or service to the UC. Upon implementation of this agreement, the UC may subtract the total amount of compensation that will be necessary to comply with this agreement from such student support, as that support is now accounted for through employment.

- C. As a result of this Agreement, the parties agree that Academic Rotations are academic in nature and outside the scope of representation consistent with Article 19 - Management and Academic Rights.
- D. The parties also agree that GSR-Paid-Direct employees who receive a 25% appointment as a result of Section A above are covered by the Collective Bargaining Agreement and are subject to the protections, obligations, and benefits set forth in the Collective Bargaining Agreement.
- E. For purposes of this agreement, GSR-Paid Directs are a type of GSR Trainee or Fellow as described in Article 01B – GSR Recognition of the Collective Bargaining Agreement. If the individual is appointed in a GSR-Paid Direct title, they will be appointed in one of the following title/job codes:
 - 1. 003142 GSR-FELLOW-PAID DIR-NO REM
 - 2. 003143 GSR-FELLOW-PAID DIR-TUIT REM
 - 3. 003152 GSR-TRAINEE-PAID DIR-NO REM
 - 4. 003153 GSR-TRAINEE-PAID DIR-TUIT REM
- F. Union dues deductions will also follow the established process for GSR-Paid Directs/Postdoc-Paid Directs (where dues will be taken from the supplement when available, and direct billed by the UAW when unavailable).
- G. The UC agrees, on a prospective basis, and by no later than July 1, 2026, to implement the following bright line rules:
 - 1. The parties agree that when STEM PhD students on the following training grants or fellowships (whether internal or external) meet the Article 01B – GSR Recognition definitions in the CBA, they will be appointed into a GSR Trainee, Fellow, or Paid Direct title in the GSR bargaining unit. In assessing whether these STEM PhD students meet the Article 01B – GSR Recognition definitions, the University will review whether they have a formal research obligation to a PI's sponsored research project (whether named on the grant or not), and whether the formal research obligation is related to the research the PhD student is expected to do under the PhD student's training grant or fellowship will be considered in reviewing the criteria enumerated in Sections B and C of Article 01B – GSR Recognition of the Collective Bargaining Agreement.
 - a. If a STEM PhD student has a formal research obligation to a PI's sponsored research project and the formal research obligation is not related to the research the PhD student is expected to do under the PhD student's training grant or fellowship, the PhD student will be appointed in the appropriate GSR title based on the Article 01B – GSR Recognition definition they qualify for.
 - b. STEM PhD students who meet the criteria stated in Section G above and are on fellowships or training grants from the federal agencies listed in Sections G.1.b.i-vi will be appointed in a GSR-TRAINEE or GSR-FELLOWSHIP title code, unless the terms of the specific training grant or fellowship do not permit the funds to be paid via payroll.
 - i. National Institutes of Health
 - ii. U.S. Department of Agriculture
 - iii. National Sciences Foundation

- iv. National Defense
 - v. Department of Energy
 - vi. National Aeronautics and Space Administration
- c. For STEM PhD students who meet the criteria stated in Section G above and are funded on the fellowships and training grants listed in Attachment A, the UC retains the sole discretion to pay fellowship funds through UCPATH or student financial services. If they are paid through UCPATH, UC will appoint them in the GSR-TRAINEE or GSR-FELLOWSHIP titles. Individuals who qualify as employees who are paid through student financial services will be appointed under the GSR-Paid Direct title.
 - d. If the fellowship funds are insufficient to meet the salary-level requirements in the CBA, then the UC will supplement the funding through the established process in UCPATH of the GSR-Supplement job code (003160 GSR TRAINEE/FELLOW SUPPLEMENT).
 - e. Union dues deductions for GSR-Paid Directs will also follow the established process for GSR-Paid Directs/Postdoc-Paid Directs (where dues will be taken from the supplement when available and direct billed by the UAW when unavailable). However, nothing prohibits the University from applying the dues withholding system as described in Section A.1 to internal fellowship funds and the University shall endeavor to do so if feasible.
- 2. If the terms of endowments (donor-specified restrictions), federal or state grant terms, or the terms of other external funding agencies prohibit the University from appointing the PhD student as an employee, the University may not appoint the PhD student as an employee in the bargaining unit.

H. PROVISIONS APPLICABLE TO ALL CATEGORIES

- 1. The total combination of employment appointments may not exceed 50% (e.g., if the first year STEM lab PhD student has accepted a 50% TA appointment for the term, they may not have a separate GSR appointment). Receipt of an employment appointment or combination of employment appointments that would result in exceeding 50% FTE is not permitted, unless by exception and at the sole discretion of the University.
- 2. When the UAW files a grievance contesting that graduate student(s) should be classified as a GSR employee recognized under Article 01B – GSR Recognition, the process under Article 12 – Grievance and Arbitration shall apply, except as described in this agreement.
- 3. On an annual basis starting in 2026, by or on December 1, for the fellowships or training grants listed in Section G and Attachment A that are commencing between July 1 through September 30 of that respective calendar year, the University will provide the Union with a list of the graduate students on fellowships or training grants that are determined to be out of the unit and the reasons for that determination.
- 4. Arbitration
 - a. To ensure expeditious resolution of grievance(s), the UC and the UAW mutually agree to select three arbitrators to form a shortlist from which the parties will use the normal alternate strike procedure to select an arbitrator to hear the cases under this Section.

- b. The parties may mutually agree to present the case by stipulated record.
- c. By mutual agreement, the parties can agree to a written decision by the arbitrator upon review of the facts without witnesses.
- d. Clarification on Scope of Arbitrator's Authority
 - i. The arbitrator's remedy is limited to granting up to a 25% or 50% FTE employment appointment (consistent with the terms of this Agreement) retroactive to a point no earlier than 30 days prior to the timely filing of the grievance. If the grievance is timely filed following notice as provided under Section H.3 of this Agreement, the arbitrator shall have the authority to award a remedy retroactive to when it was determined the employment relationship began. This provision shall not limit the authority of the arbitrator to award remedies under other provisions of the Agreement.
 - ii. The arbitrator may not rule outside the scope of representation, consistent with Article 19 – Management and Academic Rights and Article 12 – Grievance and Arbitration.
 - iii. When the arbitrator finds an employment relationship exists with the University of California where it is explicitly prohibited under Section G.2 above, the remedy is limited only to an order that the service expectations cease.

5. Resolution of the Dispute

- a. The UAW will withdraw any and all claims related to or arising out of the three categories, including but not limited to all consolidated campus grievances, as enumerated in the attached Appendix (2024 Recognition Dispute). This includes withdrawing any and all pending grievances, pending ULPs or other related agency actions related to the present recognition dispute defined above and in the attached Appendix. Without prejudicing the UAW's right to bring new claims as provided for in this Agreement, the UAW waives its right to make any and all claims related to the present recognition dispute defined above and in the attached Appendix.
- b. Both parties agree that any and all disputes regarding Recognition for GSR employees will not be subject to negotiations in the 2025 successor negotiations for the BR/BX unified contract. The Recognition article in the successor contract will retain current contract language in full and without exception.
- c. Both parties agree that whether an individual is in the unit is determined by Article 01B – GSR Recognition of the parties' Collective Bargaining Agreement.
- d. The parties shall memorialize this Agreement via side letter to the parties' Collective Bargaining Agreement, which shall include a provision that the parties may issue a joint statement regarding this agreement - the sole publicly facing statement made by either party – if it is mutually agreed to be necessary. Publicly facing statements include social media postings, statements for the media, or other statements and comments which are intended to be available to the public. Publicly facing statements do not include UAW or UC communications directly to internal UC stakeholders by UC

or to represented employees by UAW informing them of the terms of this Agreement and explaining how it applies to them.

ATTACHMENT A
GSR RECOGNITION SETTLEMENT

Internal Fellowships

1. UC-National Lab In-Residence Graduate Fellowship
2. San Diego Match Fellowship
3. Dan David Solar Fellowship
4. Graduate Student Opportunity Program
5. Chancellor's Fellowship
6. Julian Schwinger Fellowship
7. Cota-Robles Fellowship
8. Clinical and Translational Science Center TL1 Pre- and Post-Doctoral Clinical Research Training Program
9. UC Dissertation Year Fellowship
10. Tribal Membership Initiative Fellowship
11. UC-HBCU Initiative Fellowship
12. UC President's Pre-Professoriate Fellowship
13. Chancellor's Fellowship for Inclusive Excellence and Chancellor's Fellowships
14. Earle C. Anthony Fellowship
15. Central Valley Graduate Fellowship
16. Dr. Vikram and Priya Lakireddy Fellowship
17. Fletcher Jones Fellowship
18. Balsells Fellowship
19. Henry T Nicholas, III Research Fellowship
20. Holmes Endowed Fellowship
21. Micro Fellowship
22. Parker Hannifin Fellowship
23. Steckler Family Endowed Fellowship
24. Hasso Plattner Institute Fellowship
25. Dean's Distinguished Graduate Fellowship
26. Faculty Mentor Program Fellowship

External Fellowships if Awarded in STEM

1. Nvidia PhD fellowship
2. HHMI Gilliam Fellows
3. J Yang & Family Foundation Fellowship (aka J. Yang Scholarship Program)
4. Estee Lauder Epigenetics Fellowship
5. Margaret A. Davidson Graduate Fellowship
6. High Energy Physics Consortium for Advanced Training (funded by DOE)
7. Western Advanced Training for Computational High-Energy Physics (DOE)
8. Delta Science Fellowship
9. IBM PhD Fellowship
10. Croucher Scholarships for Doctoral Study
11. NIJ Graduate Research Fellowship Program
12. Hertz Foundation Fellowship
13. Google PhD Fellowship
14. ASTAR National Science Scholarship MS/PhD
15. Graduate Assistance in Areas of National Need (GAANN)
16. Facebook Fellowship Program

17. National Cancer Institute (NCI) Predoctoral to Postdoctoral Fellow Transition Award
F99/K00
18. Schlumberger Faculty for the Future Fellowship
19. La Caixa
20. NMFS-Sea Grant Joint Fellowship Program in Population and Ecosystem Dynamics and
Marine Resource Economics

SIDE LETTER
TRANSITION SUPPLEMENT FOR LEGACY ASE TITLES

- A.** The parties are in agreement to consolidate specific job titles. This side letter details the terms for discontinuation of the eliminated titles pursuant to the changes in Article 01A – ASE Recognition and Article 05 – ASE Classifications.
- B.** Effective no later than October 1, 2026, the title of Remedial Tutor and Teaching Fellow shall be discontinued as outlined in this Side Letter Agreement.
- C. REMEDIAL TUTOR (Title Codes 2280, 2288, 2289, and 2290)**
 - 1. Effective October 1, 2026, the title of Remedial Tutor shall be discontinued, and the University shall instead use the appropriate Tutor title code for such appointees.
 - 2. Employees who previously held a position as a Remedial Tutor who receive a future tutor appointment and who are performing the same duties shall receive at least the same rate of pay in accordance with Article 35 – Wages.
- D. TEACHING FELLOW (Title Codes 2300, 2301)**
 - 1. Effective Fall term 2026, the title of Teaching Fellow shall be discontinued, and the University shall instead use the appropriate Associate Instructor title code for such appointees.
 - 2. Employees who previously held a position as a Teaching Fellow who receive a future Associate Instructor appointment shall be appointed at the next higher salary point or greater on Table 19, in accordance with Article 35 – Wages.
 - 3. UCLA Teaching Fellows subject to the settlement of grievance # GR BX 23-32 shall instead be appointed in the Associate Instructor title, at the next higher salary point or greater on Table 19, in accordance with Article 35 – Wages.
- E.** For UCLA employees subject to the settlement agreement of grievance number GR BX 23-32, UCLA shall continue the legacy use of the Associate Instructor title.
- F.** UC Berkeley shall continue to pay employees covered by the settlement agreement of GRV-BX-064-05-2023 and GRV-BX-045-01-2023 at the salary points equivalent to their placement on the GSI scale as negotiated in the settlement, in accordance with Article 35 – Wages.
- G.** This side letter expires with the Collective Bargaining Agreement, pursuant to Article 40 – Duration. The parties may extend the terms of this side letter by mutual agreement.

**SIDE LETTER AGREEMENT
UC BERKELEY ELECTRICAL ENGINEERING AND COMPUTER SCIENCES (EECS)
AND DATA SCIENCE**

The University of California, Berkeley ("University") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 4811 ("UAW" or "Union"), (collectively referred to as the "Parties"), agree to the following terms and conditions to apply to undergraduate employees in the specific departments and courses as specified in this Local Agreement.

A. GENERAL CONSIDERATIONS

1. This Local Agreement is only applicable to undergraduate students appointed to Academic Student Employee (ASE) titles, including any new titles created by this Agreement, hired in courses in the Department of Electrical Engineering and Computer Sciences (EECS) and Data Science courses offered by Data Science Undergraduate Studies (DSUS). All terms of the UC/UAW 4811 Collective Bargaining Agreement not modified by this agreement shall apply to any new titles created.
2. This Agreement pertains only to the appointments named in this Agreement and shall not be precedent setting on any other matter, waive, or modify any other provisions of the current Collective Bargaining Agreement.
3. Any disputes arising from this Local Agreement are subject to the grievance and arbitration process as outlined in Article 12 – Grievance and Arbitration of the UAW 4811 Collective Bargaining Agreement.

B. LOCAL AGREEMENT JOINT LABOR MANAGEMENT MEETINGS

1. Upon the Union's request to ELR, the parties agree to meet at least one time per term to review the implementation and effectiveness of the Agreement.
2. The meeting shall include representatives from UC Berkeley and the Union.
3. The parties shall mutually develop the agenda of the meeting.

C. EECS AND DATA SCIENCE EMPLOYEE ORIENTATIONS

1. Within one month of the beginning of each academic term, the Department and Union shall schedule a mandatory orientation meeting for each course in EECS and Data Science that has hired more than ten (10) bargaining unit members. These orientations should be scheduled in conjunction with and as an integral part of a course staff meeting for each course, as practicable, and preferably during the first such meeting held. This does not require faculty members to create new course staff meetings to accommodate the Union Employee Orientation. It is up to the faculty member to determine which of the scheduled course staff meetings is available for scheduling the orientation.
2. During the second month of each academic term, the Department and the Union shall schedule a department-wide mandatory orientation for bargaining unit members who did not attend a previous EECS and Data Science Employee Orientation in that semester. The Union is responsible for communicating the time, date, and location of the make-up

UAW Orientation, and may share that information with the Department for additional distribution.

3. EECS and Data Science Employee Orientations shall operate as per Section E, “Access for Purposes of UAW Orientation” of Article 33 – Union Access and Rights, of the UAW 4811 Collective Bargaining Agreement unless otherwise modified by this Agreement.

D. DEPARTMENTAL FACULTY ORIENTATIONS

Within one month of the beginning of each academic year semester, the Department shall schedule an orientation meeting for faculty and instructors of record in EECS and Data Science. The Department shall be responsible for encouraging faculty and instructors of record to attend the orientation.

E. ASE WORKLOAD MANAGEMENT

1. The assigned workload for ASEs is based on how many hours the supervisor could reasonably expect the bargaining unit member to satisfactorily complete the work assigned.
2. ASEs shall initiate discussions with their supervisor as soon as they anticipate any workload related issues that would result in working over their assigned hours.
3. The EECS and Data Science programs shall send an email notice once per academic term to all ASEs, ASE applicants, and department faculty stating:
 - a. The University has an interest in making sure that all of our academic student employees are assigned a workload that is commensurate with the work required. Working beyond the hours for which you are appointed or regularly taking on job duties outside of your job title is not encouraged or expected, and does not confer any advantage in hiring, re-hiring, or promotion. If you anticipate any workload related issues that would result in working over your assigned hours, talk to your supervisor as soon as possible to remedy the situation. You may also contact your Union representatives at berkeley@uaw4811.org.

F. HIRING PROCEDURES

1. The University affirms that the review of applicants to ASE positions is fundamentally a duty of the EECS and Data Science programs and that appropriate care must be taken to ensure that the outcome of any hiring decisions is properly considered and reviewed by these programs. The departments are permitted to allow ASEs to assist in the review of applicants, but this must not take the place of reviews conducted, and decisions made, by the programs or their instructors of record.
2. The University of California is committed to a university environment that provides equal opportunity and promotes a diversity of backgrounds, perspectives, and experiences among undergraduate and graduate student employees. Hiring procedures in the EECS and Data Science programs shall adhere to any relevant University Policies in the proper review and consideration of applications.

G. CLASSIFICATIONS FOR UNDERGRADUATE ASEs

1. The classifications below are only eligible for use in hiring undergraduate ASEs by EECS and DSUS. All undergraduate ASEs in EECS and DSUS shall be hired either as a Reader, a UGSI, or in one of the outlined classifications below.
2. Undergraduate Readers in EECS and DSUS courses shall only be eligible to host office hours for the purpose of retrospective review of assignments and exams they have read on a non-recurring, case-by-case basis.
3. Undergraduate Course Staff 1 (UCS1) - may perform both Group Tutor and Reader duties as normally defined.
 - a. Duties may include, but are not limited to:
 - i. Grading of student papers and examinations;
 - ii. Rendering individual or group tutoring sessions;
 - iii. Holding office hours;
 - iv. Reviewing course materials for quality assurance;
 - v. Scheduling and logistics;
 - vi. Developing software;
 - vii. Identifying potential student misconduct;
 - viii. Implementing accommodations; and
 - ix. Proctoring examinations.
 - b. For the purposes of professional and pedagogical development, UCS1s may assist other ASEs in their duties under their supervision. UCS1s shall be appointed anywhere between and including 6 to 12 hours per week in the Fall and Spring academic terms. UCS1s shall be hourly employees.
4. Undergraduate Course Staff 2 (UCS2) - may perform UCS1 and GSI duties under the active supervision of a faculty member who is the Instructor of Record for the course.
 - a. Duties may include, but are not limited to:
 - i. Directing and coordinating the work of other ASEs;
 - ii. Mentoring, training, and providing feedback to other ASEs;
 - iii. Addressing administrative concerns in the course such as accommodations and conduct; and
 - iv. Teaching discussion and lab sections and review sessions.

- b. UCS2s may, but must not be compelled to, deliver a limited number of lectures under the guidance and supervision of an instructor of record. UCS2s shall be appointed anywhere between and including 20% and 50% FTE in the Fall and Spring academic terms. UCS2s shall be salaried employees.

H. COMPENSATION

1. Implementation of the prospective annual increases provided in this Local Agreement shall coincide with the first full pay period commencing with October 1 for monthly paid employees and the first pay period commencing after October 1 for bi-weekly paid employees.
2. UCS1 Wages
 - a. Effective October 1, 2026, UCS1s shall receive the new Systemwide undergraduate Group Tutor rate.
 - b. Effective October 1, 2027, 2028, and 2029, UCS1s will receive the new Systemwide undergraduate Group Tutor rate as outlined in Article 35 – Wages.
3. UCS2 Wages
 - a. Effective October 1, 2026, the two (2) UCS2 wage rates shall be increased by four percent (4%).
 - b. Effective October 1, 2027, the two (2) UCS2 wage rates shall be increased by four percent (4%).
 - c. Effective October 1, 2028, the two (2) UCS2 wage rates shall be increased by four percent (4%).
 - d. Effective October 1, 2029, the two (2) UCS2 wage rates shall be increased by four percent (4%).

I. EXPERIENCE-BASED PROGRESSION

1. If a UCS2 has University teaching experience at 25% FTE or more per term at University of California, Berkeley of two (2) semesters, they shall be placed on salary point 2 upon their first eligible teaching appointment.
2. "University teaching experience" includes experience accrued while working in the UCS2 job title only during the Fall and Spring semesters. Consistent with the Collective Bargaining Agreement, UCS2 teaching experience at 25% FTE or more per semester shall count towards experience-based placement on the salary scale for future UGSI/GSI appointments.

J. FEE REMISSION

1. UCS2s shall receive at minimum a partial fee remission based on FTE appointment percentage of the value of the full fee remission guaranteed under Article 11A – ASE Fee

Remission of the UAW 4811 Collective Bargaining Agreement as outlined in Table S1 below.

Table S1 – UCS2 Fee Remission Structure

Appointment Percentage (% FTE)	Fee Remission Percentage
20%	40%
25%	50%
30%	60%
Above 30%	100%

2. This Section does not apply to graduate students serving in ASE roles.

K. STAFFING LEVELS

1. The University will agree to appoint at least 55% of all ASE hours in courses offered by EECS and Data Science to GSI or UCS2 positions. This percentage represents an aggregate across courses; individual courses are not constrained to a specific ratio of appointments.
2. It is the University's intent to hire according to Section K.1 If during an academic year, the University does not meet the minimum above, then it will pause appointments of UCS1s until the minimum is achieved. No additional remediations will apply, such as reclassification of individual ASEs to meet the minimum.
3. The University commits to spending 100% of the Temporary Academic Support (TAS) funds allocated by the Executive Vice Chancellor and Provost (EVCP) office to the EECS and Data Science programs for the exclusive purpose of hiring ASEs and other instructional staff.

L. SUMMER SESSION

1. The compensation and appointment of undergraduate ASEs shall be set in accordance with Article 29 – Summer Session of the UAW 4811 Collective Bargaining Agreement unless otherwise modified by this Agreement.
2. The University will provide a mechanism for undergraduate ASEs appointed by EECS and DSUS in summer semesters to meet pedagogy course requirements at no additional cost to the ASEs.

M. DURATION

1. This Local Agreement shall remain in effect for the duration of the Collective Bargaining Agreement. Negotiations for a successor Local Agreement shall commence at the same time as negotiations for a successor Collective Bargaining Agreement. This Local Agreement may be renewed, modified, or replaced by mutual agreement of the Parties.
2. If the Agreement is not extended, the Local Agreement's provisions shall remain in effect as status quo while the parties enter into negotiations on extending and/or modifying the Agreement.

SIDE LETTER
WORK AUTHORIZATION SUPPORT PROGRAM

The University of California ("University") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 4811 ("UAW" or "Union"), (collectively referred to as the "Parties"), agree to establish an Immigration Support Program for International Graduate Student Employees ("employees").

A. GENERAL CONSIDERATIONS

Effective upon ratification of the Collective Bargaining Agreement, the University and Union agree:

1. The University will set aside a one-time fund of \$400,000 ("Fund") dedicated to providing direct legal services for international graduate student employees covered by this Agreement who are experiencing immigration concerns that impact their international student status and related employment with the University and presence in the United States.
2. The Fund will allow employees on an F-1 Visa to seek legal consultation that is paid for by the University. These consultations will be coordinated by the UC Immigrant Legal Services Center, which operates out of UC Davis, which shall issue rules and procedures for access to consultations. Employees and the Union will be provided a dedicated phone number and email address for the UC Immigrant Legal Services Center to seek such services. The University shall provide a general phone number for the UC Immigrant Legal Services Center. An email address will be provided for employees to request appointments for consultations. This phone number and email address will be active and available within 120 days of ratification of this Agreement.
 - a. Within 90 days of ratification of this Agreement, the Union and University will meet to discuss the services covered by the consultation and for the Union to provide input on the legal firm hired for these purposes. Ultimately, the University has the sole discretion to select the legal firm. Additionally, the Union and the University will endeavor to compile referral lists employees can be referred to for further legal services, and will identify which options are at no cost or reasonable rates. The University is not required to allocate funds to compile the referral list or fund services provided through this referral list.
3. To ensure equitable access to the program, eligible employees may receive up to two (2) legal consultations per calendar year.
4. The Fund may not be used for hearing defense or litigation. Legal services provided under this Agreement are limited to consultation only.
 - a. Consultation for purposes of this provision means a substantive meeting in which the counsel will confer with the employee regarding their legal concerns. Topics may include legal advice based on necessary research, counsel on the typical paperwork requirements associated with available immigration processes, advice in the event of government initiated status change and detention by immigration enforcement, and referral for further legal services provided by the referral lists identified in Section A.2.a above (at no cost to the University).

5. Legal consultations will be provided until the Fund is exhausted or the end of the Collective Bargaining Agreement's duration, whichever comes first.
 - a. The Union shall abstain from filing grievances related to the establishment and implementation of the Immigration Support Program for 120 days from the date of ratification with the exception of Section A.2.a above.
6. The advice from any individual legal consultation provided under this Program shall not be subject to the grievance and arbitration process.

B. DURATION

The Fund shall sunset at the end of the Collective Bargaining Agreement's duration if the allocated funds have not been fully depleted by that time.