

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