

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

1. Graduate Student Researcher - Category of Employees

- i. 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.
- ii. 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

- i. 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.
- ii. ~~Trainees include students who meet the definition in B.1 and who are funded by one of the following sources:~~
 - i. ~~National Institutes of Health Institutional Training Grants T32, T35, T90/R90, D43, D71~~
 - ii. ~~Food and Agricultural Sciences National Needs Graduate and Postgraduate Fellowship~~
 - iii. ~~National Sciences Foundation Research Traineeship Program~~
- iii. Titles and Title Codes: The University will use the following titles and job codes for Trainees:
 - i. 003150 GSR-TRAINEE-NO REM
 - ii. 003151 GSR-TRAINEE-TUIT & FEE REM

3. "Fellow" Category of Employees

- i. 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.
- ii. Fellows include students who meet the definition in B.3.a and who are funded by one of the following sources:
 - i. ~~National Institutes of Health Individual Fellowships F30, F31, and F31 Diversity~~
 - ii. ~~National Science Foundation Graduate Research Fellowship~~
 - iii. ~~National Defense Science and Engineering Graduate Fellowship~~
 - iv. ~~Department of Energy Computational Science Graduate Fellowship~~

- v. ~~National Aeronautics and Space Administration Space Technology Graduate Research Opportunities Fellowship~~
- iii. Titles and Title Codes: The University will use the following titles and job codes for Fellows:
 - i. 003140 GSR-FELLOWSHIP-NO REM
 - ii. 003141 GSR-FELLOWSHIP-TUIT&FEE REM

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

- i. LBNL titles and job codes are as follows:
 - 1. 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 A), Trainees (section B), Fellows (section C), and GSRA (section D) in the bargaining unit. When there is a distinction in the terms and conditions of employment that apply to the GSRs in section A above versus the Trainees, Fellows, or GSRA, those distinctions shall be described by reference to those titles.

C. EXCLUSION FROM THE UNIT:

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

- i. All employees defined by HEERA as managerial, supervisory and/or confidential;
- ii. All employees of Lawrence Livermore National Laboratory and Los Alamos National Laboratory;
- iii. All employees in title code CWR003 - Visiting Student Res-Graduate;
- iv. All positions that are exclusively represented at the time of this petition;
- v. All staff positions covered by the University of California Office of the President Personnel Policies for Staff Members; and

- vi. Students who receive funding, including financial aid awards, to pursue a course of study with no or de minimis service expectation imposed by the University, and whose receipt of these funds does not require the performance of service at the direction and control of the University.
 - 2. The parties recognize that members of the bargaining unit are students in the University's graduate programs, and even when performing work as defined by this Agreement, they retain their status as students. Consequently, the University shall continue to exercise sole authority on all decisions involving academic and student matters. The University's authority includes, without limitation, the right to determine the number of bargaining unit positions, the appointment of individuals to those positions, the criteria for appointment to those positions, and the content and supervision of research programs. Only bargaining unit members' status as employees shall be covered by this agreement.
 - 3. Nothing in this Agreement shall be construed to prevent the University from exercising its academic authority through established University governance processes and procedures, nor does it prevent the University or any administrator or faculty member from meeting with individuals or groups of graduate students and/or any University organization or group, including student and Departmental organizations, to hear their view on any academic matter, to consider and discuss concerns and requests, and to act on these matters.
- D. The parties may agree to modify the recognized unit pursuant to the rules and regulations of the Public Employment Relations Board (PERB).

For UC:

Peter J. Nguyen 12/16/22

Matthew J. Schul 12/16/22

For UAW 12-16-22


n. g.
david
J. B. H.
K. W. M.

TENTATIVE AGREEMENT

UC-UAW Bargaining – First Agreement
Graduate Student Researchers
Appointment Notification
UC Proposal 4 - Corrected
November 20, 2022

FOR THE UNION
For the University

FOR THE UNION

11-20-22



RADINE B. FISKE



11-20-2022
ARTICLE
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. [References in this Article and throughout the Agreement to "appointment notification" "written notification of appointment" will be changed to Written Notice of Appointment.]
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 Researchers. 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,

UC-UAW Bargaining – First Agreement

Graduate Student Researchers

Appointment Notification

UC Proposal 4 - Corrected

November 20, 2022

- 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 ___ -Non-Discrimination in Employment [link to article] of the collective bargaining agreement for the applicable process;**
- n. **a statement that a GSR who needs or anticipates a need for a work-related anticipates an accommodation should refer to Article XX of the collective bargaining agreement for the applicable process; 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 ___ -Reasonable Accommodation [link to article].”
- o. a statement that the position is covered by the collective bargaining agreement between the parties,
- p. **reference to Article ___ - Childcare and a link to childcare reimbursement information and eligibility;**
- q. information regarding any applicable new GSR orientations,
- r. **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;

- s. a statement that the name and department address of all GSRs are released to the UAW each term (quarter/semester),
- t. a link to the UAW 2865 **contract** website;
- u. a direct link to the UAW website containing the Membership Election Form,

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

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.

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 term (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 an 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.

For the University



NADINE B. FISHEL

11-11-2022

For the union:



TA

UC-UAW Bargaining
Graduate Student Researchers
Child Care
UC Proposal #3
December 15, 2022
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CHILDCARE

A. PARTICIPATION IN CAMPUS CHILDCARE PROGRAMS

1. GSRs shall be eligible to participate in a campus childcare program, if any, including subsidies and other financial assistance, in accordance with the provisions of each location's childcare program. Each location shall post information regarding its childcare program on the web.
2. GSRs may claim childcare expenses from the System-wide Childcare Reimbursement Program, DepCare, or local campus childcare program but may not access more than one program.

B. SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM

1. Effective the first full fiscal quarter following ratification of the contract, each eligible GSR shall receive up to \$1350 per fiscal quarter for expenses incurred during the GSR's appointment period.
2. Effective October 1, 2023, each eligible GSR shall receive up to \$1375 per fiscal quarter for expenses incurred during the GSR's appointment period.
3. Effective October 1, 2024, each eligible GSR shall receive up to \$1400 per fiscal quarter for expenses incurred during the GSR's appointment period.
4. 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

5. An eligible GSR is a:
 - a. registered graduate student with a GSR appointment(s) or with a combination of other eligible ASE appointment(s) totaling 25% or more of full-time for the entire quarter/semester for which childcare reimbursement is sought;
 - 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.
6. A GSR who received a childcare reimbursement through an ASE appointment or through a combination of a GSR/ASE appointments is eligible to receive only one childcare reimbursement up to the maximum in Section B.1.a above per quarter/semester.
7. Any childcare reimbursement provided to a GSR through a training grant or external fellowship shall satisfy the requirements of Section B and the amount shall be deducted from the amounts set forth in Section B.1.a above. If the training grant or external fellowship provides for a greater amount for childcare reimbursement than the amounts set forth in Section B.1.a above, the Trainee or Fellow shall receive the full award amount from the training grant or external fellowship and shall not have access to the System-wide Childcare Reimbursement Program.

C. DEPCARE PARTICIPATION

All GSRs 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.

For UC:

Peter L. Nguyen 12/16/22

~~Madeline S. Schell~~ 12/16/22 KN LW

For UAW 12-16-22

~~KR~~ XCB
~~MM~~ BR
NLG MHD
HBB

ARTICLE XX
DEFINED CONTRIBUTION AND UNIVERSITY RETIREMENT PLAN(S)

- A. Eligible GSRs (as defined exclusively by UC plan requirements) may be required to contribute to the University of California Defined Contribution Plan (DC Plan) as Safe Harbor participants, and may be eligible to make voluntary contributions to any of the University of California Retirement Savings Program plans, in accordance with the UC plan requirements. UC plan requirements, including those for the DC Plan, exclusively govern the eligibility of GSRs to participate in any plan and eligibility for participation is non-grievable.
- B. GSRs who held University of California Retirement Program (UCRP)-eligible positions without a break in service immediately prior to their GSR appointments retain eligibility to participate in UCRP or DC Plan (as a Savings Choice participant) in accordance with UCRP and DC Plan Documents and Regulations.
- C. If a GSR is required to participate in a retirement program under either A or B above, GSRs shall make mandatory employee retirement program contributions to the same extent at the same time and in the same amount as other eligible represented academic employees.
- D. GSRs shall be responsible for all fees associated with the administration of the University Retirement Savings Program in the same manner as they apply to other represented academic employees at the same campus. Should the University change the methodology by which the fees are imposed, the University shall provide a thirty (30) day notice and engage in a meet and discuss confer process over the effect of the change in methodology on bargaining unit members. However, the holding of such meeting shall not delay the implementation of such changes.
- E. The University reserves the sole, non-grievable discretion to make modifications to its retirement plans from time to time during the term of this Agreement.

F. Trainees and Fellows

- a. Trainees and Fellows must comply with program requirements, which may prohibit DCP contributions affecting eligibility.
- b. Trainees and Fellows shall not be eligible to participate in the DC Plan until they are paid through UCPATH.

For the University



11-11-2022

For the Union:

11-11-22




TA

UC/UAW GSR Negotiations
UC Comprehensive Proposal
April 15, 2022

ARTICLE DEFINITIONS

- A. A "Graduate Student Researcher" (GSR) is an individual employed in a bargaining unit title. Bargaining unit titles are listed in Article 1, Recognition.
- B. "Sole discretion" means the non-grievable, non-arbitrable authority of the University of California.

For UC:

Peter Z. Nguyen 12/16/22
~~Matthew Strel~~ 12-16-22

For UAW 12-16-22



TA

UC/UAW GSR Negotiations
Discipline and Dismissal
UC Proposal 5
November 13, 2022
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ARTICLE 6 DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

1. The University may discipline or dismiss a GSR for ~~reasons including, but not limited to, misconduct, unsatisfactory work performance, violation of University policy or procedure, or other dereliction of duty. Discipline and dismissal must be based on just cause.~~
2. ~~Discipline as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and not to determinations by the University to dismiss a student from the University or take disciplinary action against a student for academic reasons, including but not limited to grades, academic assessments or performance, student conduct, enrollment requirements (e.g., Immunization, mandatory training, provisional admission requirements), authorship decisions, or for non-job related disciplinary reasons. Any and all academic or student related investigatory or disciplinary actions undertaken shall be distinct and separate from employment status and are not subject to this Agreement.~~

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

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

B. DEFINITIONS

1. "Discipline" ~~is includes:~~ a written warning, suspension without pay, or dismissal.
 - a. A "written warning" is a communication that informs the GSR of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency. ~~A written warning is to be distinguished from an informal spoken warning.~~

- b. A "suspension without pay" is ~~debarment without pay from removal from~~ 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.
 - d. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable.
2. The University may take other disciplinary actions consistent with extramural funding agency requirements.
3. A copy of the disciplinary action shall be placed in the GSR's employment file. ~~An individual who is no longer employed in the bargaining unit may file a grievance pursuant to Article , Grievance and Arbitration, concerning the placement of a written warning placed in the GSR's employment file. pursuant to this article within thirty (30) days from the date the GSR knew or should have known that a written warning was placed in their employment file.~~

C. WRITTEN NOTICE OF INTENT

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

2. Issuance

- a. Written notice of intent shall be given to the affected GSR in the unit, either by delivery of the notice to the GSR in person, or official University e-mail address, or by placing the notice of intent in the United States Mail, first-class, postage paid, in an envelope addressed to the GSR at the last known home address of the GSR, with a copy by campus mail to the campus office address of the GSR. **If notice is delivered via US Mail or campus mail, a digital notice shall be sent to the GSR's official University email address, if available.** It shall be the responsibility of the GSR to inform the designated University office in writing of their current home address and of any change in such address, and the information so provided shall constitute "the GSR's last known home address."
- b. Whether delivery is made in person, by email, or by mail, the notice of intent shall contain a statement of delivery or mailing indicating the date on which the notice of intent was personally delivered or deposited in the United States Mail.

Such date of delivery or mailing shall be presumed to be the date of issuance of the notice of intent.

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

3. Content

The notice of intent shall:

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

D. RESPONSE TO WRITTEN NOTICE OF INTENT

The GSR **or the GSR'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 **in accordance with instructions given by the University in the written notice of intent provided to the GSR. A GSR's representative may respond to the Notice of Intent on behalf of the GSR.** The University shall review any timely responses received.

E. WRITTEN NOTICE OF ACTION

1. After review of a timely response, if any, the University shall notify the GSR of any action to be taken and its effective date, as well as the rights set out under Article _____, Grievance and Arbitration. **The Notice of Action, if any, shall be issued within twenty-one (21) days from the GSR'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 GSR will be redacted if the GSR has requested that such information not be released.

F. INVESTIGATORY LEAVE

1. The University may place a GSR on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the GSR from all work duties and/or require removing the GSR from the premises.
2. Investigatory leave shall not be considered a form of discipline.
3. The University will **immediately** provide the GSR and the GSR's representative with a written confirmation of the terms and reasons for the investigatory leave, **provided the reason(s) does not put other individuals in harm's way.**

For UC :

Peter A. Nguyen 12/16/22

Madeline H. 12-16-22

For UAW 12-16-22

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caro
HBBH
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UC-UAW Initial Bargaining - first agreement
Graduate Student Researchers (BR)
Article - Emergency Layoff
UC Proposal 1
November 11, 2022
Page 1 of 1

TENTATIVE AGREEMENT

11-11-2022

ARTICLE 9
EMERGENCY LAYOFF

- A.** An emergency layoff is the suspension of an appointment to which an GSR has been assigned or is working, due to acts of nature or forces outside of the University's control to which the University must immediately respond.
- B.** The parties agree that the University may, but shall not be required, to pay GSRs during periods of emergency layoff.

For the University


NADINE B. FISHEL

11-11-2022

For the union:



11-11-22

**ARTICLE __
EMPLOYMENT FILE(S) AND EVALUATIONS**

A. EMPLOYMENT FILES

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

1. The University shall designate the location where GSRs or their designated representatives may obtain access to the GSR's employment file(s).
2. GSRs will be notified in their appointment notice that employment files are established and maintained for GSRs and new material may be added periodically during the term of their employment.
3. Additionally, a GSR may make a request to their supervisor to add information related to their performance as a GSR to their employment file. Such requests shall be made no later than thirty (30) calendar days following the conclusion of the appointment. ~~The University shall have the sole discretion to approve such requests.~~
4. A GSR may authorize representatives to review their employment file(s). The authorization shall be valid for the period designated by the individual or, if no time period is designated, for up to one calendar year from the date of authorization. The designee shall have access to all employment information in the file(s).
5. **The University shall copy the GSR on documents added to the employment files. Documents may include, but are not limited to, appointment notices, performance evaluations, disciplinary documents, training compliance, and/or other standard employment file documents.**
6. The University shall provide a GSR or their representatives access to or a copy of the GSR's employment file(s) as soon as practicable, but no later than thirty (30) calendar days, following the University's receipt of a written request. One copy of employment file(s) material shall be free; subsequent copies shall be ten (10) cents per page.
7. If a GSR disagrees with evaluative material in their file(s), they may append material to the file(s). If an individual is no longer employed when the evaluative material is

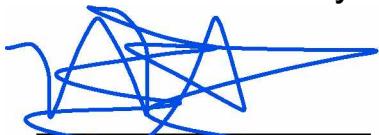
placed into the file, the GSR has thirty (30) calendar days from the date the GSR reviewed their file(s) or knew or reasonably should have known that it was placed into the file to append material to the file.

8. If an employment file contains factual non-evaluative information that is incorrect, the GSR may request correction of the file(s) within thirty (30) calendar days of discovery. If a GSR is no longer employed when the factual non- evaluative information is placed into the file, the GSR has thirty (30) calendar days from the date the GSR reviewed their file(s) or knew or reasonably should have known that it was placed into the file to request correction.
9. Records involving the processing of a grievance, such as grievance/appeals, UC grievance responses, and settlement documents shall not be placed in the GSR's employment file(s).

B. EMPLOYMENT EVALUATIONS

1. "Employment evaluation" is the faculty member or supervisor's written assessment(s) of a GSR's employment performance, excluding evaluations of their graduate student status, including, but not limited to academic progress, academic portfolio, studies, courses, and grades.
2. **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.

For the University



Nadine B. Fishel

Peter Q. Nguyen

5-27-2022

For the Union



Marshall Peterson
Michael L. Gorn
Natalie Moncada



Matthew J. Ryan
Garrett Stein
Jennifer S. Johnson
David O'Brien
John P. Murphy
Lisa Cullen
Dana

TA

FEE REMISSION

A. ELIGIBILITY

1. A GSR who is a registered graduate student with a GSR appointment(s) or a combination of a GSR and ASE appointment(s) totaling 25% or more of full-time for an entire given quarter/semester is eligible to participate in the University's Partial Fee Remission Program for Tuition and Fees and remission of Nonresident Supplemental Tuition ("NRST") as provided in this Article.
2. A GSR is eligible to receive only one Partial Fee Remission per quarter/semester.
3. Trainees and Fellows shall be eligible for the University's Partial Fee Remission Program for Tuition and Fees and remission of NRST as provided in this Article if the external granting agency requires that the University cover the tuition and fees rather than the external granting agency.
4. A GSR who is eligible to receive a tuition or fee remission through an ASE appointment or through a combination of a GSR and ASE appointment is eligible to receive up to a maximum of one full tuition and fee remission for the given quarter/semester. The amount of the tuition and fee remission may not exceed the amount of tuition and fees charged by the University.

B. PARTIAL FEE REMISSION

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.

UC-UAW 2865 Bargaining
Graduate Student Researchers
Fee Remission
December 15, 2022

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

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

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.

For UC:

Pete L. Nguyen 12/16/22

Martin J. Riedel 12-16-22

For UAW 12-16-22



The parties agree to check all references before issuing final language.

ARTICLE 12 **GRIEVANCE AND ARBITRATION**

A. GENERAL PROVISIONS

1. A grievance is a claim by an individual GSR, a group of GSRs, or the UAW, that the University has violated a specific provision of this agreement during the term of this agreement. A grievant may be represented at all stages of the grievance and arbitration procedures.
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 GSR positions anticipated by the date agreed to in Article 22, Posting.~~
 - b. A campus' failure to provide GSR lists in accordance with Article 28, Union Access and Rights, and Article 29, Union Security.
 - c. "Locking out" employees in accordance with Article 19 – No Strikes.
 - d. Failure to provide the necessary information to the UAW as set forth in Article 29, Union Security.
3. A grievant shall have the right to be represented at all steps of the Grievance Procedure by the UAW, another representative, be self-represented or by any person of their choice other than a University employee who has been designated as supervisorial, 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. The grievant's representative may be assisted in grievance meetings by one other representative and/or, if applicable, a union representative.

B. FILING GRIEVANCES

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

The parties agree to check all references before issuing final language.

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@uaw2865.org and the email address designated by the Grievant/Representative on the grievance form as provided in Appendix ___. [NOTE: Revise Appendix ___accordingly.]
- 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 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

The parties agree to check all references before issuing final language.

1. Step 1 (Optional) Informal Resolution

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

- a) If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below.
- b) Attempts at informal resolution (including grievances that alleged violation of harassment or discrimination) do not extend the thirty (30) calendar day time limit to file at Step 2.

2. Step 2

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

- a) A written grievance must be filed with the campus labor relations office using the grievance form agreed to by the parties (Appendix A). 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.
- D. 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.

1. 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

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President no later than fifteen (15) calendar days after the issuance of the University's Step 2 response, or the date on which the Step 2 response would have been due.

b) An appeal to Step 3 shall be accomplished as follows:

- I. Email to AppealAGrievance@ucop.edu.
 - 1) Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.
 - 2) The date of filing for emailed Appeals to Step 3 shall be the date received on the University server, provided that the appeal is received during business hours. If a Step 3 appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the Appeal to Step 3.
 - 3) The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response. If the Union does not receive a confirmation email within 30 minutes of the time of submission, the date of filing shall be the sent time and date.
- II. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- III. The University must assert any and all known arbitrability issues no later than the date the Step 3 Decision is issued.
- IV. The UCOP official or the UCOP official's designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the grievant and/or the grievant's representative.
- V. The UCOP official or the UCOP official's designee shall have the authority to settle grievances appealed to Step 3.

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- E. 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.
- F. In the event the union alleges a contract violation as a direct result of an Office of the President action, the grievance shall be filed directly at the Office of the President within thirty (30) calendar days from the following instances, whichever occurs 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.
- G. Failure by the UAW to comply with the time limits set forth herein shall render the grievance ineligible for further processing or appeal, and the grievance shall be considered closed.
- H. Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

I. EXTENSION OF TIME LIMITS

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

J. RELEASE TIME FOR GRIEVANCE/ARBITRATION FOR THE GSR, GRIEVANT AND GSR 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

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provide for the five (5) calendar day request period.

K. APPEAL TO ARBITRATION

1. Content

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

- a) The name and address of the UAW representative who is responsible for the appeal to arbitration and to whom all correspondence relating to the arbitration is to be sent;
- b) a copy of the completed grievance form; and a statement setting forth the unresolved issue(s), the articles and sections of the agreement alleged to have been violated, and the remedy requested.
- c) If a grievance is not appealed to arbitration, the University's Step 3 response shall be final.

2. Procedure

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

- 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

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Arbitration through a computer-generated, automatic email response.

L. SELECTION OF THE ARBITRATOR/PRE-ARBITRATION CONFERENCE

1. The UAW representative shall contact the designated University official at the Office of the President within thirty (30) calendar days of the appeal to arbitration in order to select an arbitrator from the panels set forth in Appendix F. The arbitrator shall be selected within forty-five (45) calendar days from the date of the appeal. Failure to contact the designated University official within the established time frame shall constitute a withdrawal of the appeal to arbitration.
2. If the parties cannot agree to an arbitrator from the panels, the parties shall alternately strike one name each from the list of statewide panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.
3. At the Pre-Arbitration Conference, the parties shall:
 - a. Select an arbitrator from Appendix B - Panel of Arbitrators in accordance with K.1. above;
 - b. Discuss all arbitrability claims raised by the University, if any, with the goal of resolution;
 - c. Discuss the merits of the grievance, with the goal of resolution.
 - d. Discuss and decide engaging in grievance mediation in accordance with L. below.
4. At the time the University and the UAW schedule the Pre-Arbitration Conference, each party shall identify the names of the participants.
5. If the arbitrability issues are not resolved, the parties shall set the dates for the briefing schedule, inform the arbitrator of the process for resolving arbitrability, and request provisional dates for a hearing on the merits should a hearing be needed. Such hearing shall take place after the arbitrator's decision on arbitrability and at least four weeks before the arbitrator's cancellation deadline.
6. If arbitrability is resolved, but the merits are not settled, the matter shall go forward to a hearing.

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7. Following the Pre-Arbitration Conference, the UCOP Representative 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.
8. 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.

3. Bifurcation

1. The University shall be precluded from raising arbitrability claims if it has not done so by the Step 3 response, unless such issues arise after the Step 3 response is issued. Arbitrability claims must include facts and arguments to substantiate such claims.
2. The arbitration process shall be bifurcated where the University and Union do not resolve properly made arbitrability claims at the pre-arbitration conference.
3. Any party requesting a hearing on the issue of arbitrability, must do so within seven (7) business days of selecting an arbitrator. If such a request is not made within seven (7) business days of choosing an arbitrator, the issue of arbitrability shall be resolved by briefs, not hearing.

4. Written Briefs

The issue(s) of arbitrability shall be resolved in a written decision based on arguments submitted by the parties prior to and separate from the hearing (if any) on the merits of the claim. Such arguments shall be submitted to the arbitrator in brief form according to the following schedule:

- a. The University shall submit its brief no later than thirty (30) calendar days from selection of an arbitrator at the pre-arbitration conference.
- b. The Union shall submit its response brief no later than thirty (30) calendar days from receipt of the University's brief.
- c. The arbitrator shall issue their response no later than thirty (30) calendar days from receipt of the Union's brief.

The parties agree to check all references before issuing final language.

5. If the University fails to meet the timeline, it is precluded from making arbitrability claims, and the grievance shall proceed to a hearing on the merits.
6. If the Union fails to submit a response brief, the arbitrator shall issue a ruling based on the record from the University's brief.
7. Hearing on Arbitrability

Where a party timely requests a hearing on arbitrability, such hearing shall be held. If a hearing on arbitrability has been timely requested, the moving party shall contact the arbitrator within five (5) calendar days of making such a request to request two (2) dates (or sets of dates) for a separate hearing on arbitrability and a hearing on the merits which shall take place after the arbitrator's decision on arbitrability and at least four weeks before the arbitrator's cancellation deadline. If the moving party does not request two (2) dates (or sets of dates) for separate hearings within five (5) days of requesting a hearing on arbitrability, the issue of arbitrability shall be resolved by briefs, instead of a hearing.

8. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.

M. 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.

M. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING

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

The parties agree to check all references before issuing final language.

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 8, 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.

N. SCOPE OF ARBITRATOR'S AUTHORITY

1. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University and its agents.
2. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the grievant the pay, benefits or contractual rights lost less any compensation from any source including but not limited to Workers' Compensation, Unemployment Compensation or other employment. In arbitration cases involving the Health and Safety Article, the

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arbitrator may order the University to cease violations of the Health and Safety Article. The arbitrator shall not have authority to order specific remedies for health and safety violations involving expenditures for structural modifications nor shall the arbitrator have the authority to order such a remedy for the purchase or rental of equipment in excess of \$500 unless there are available specifically budgeted funds for the particular efforts which may be necessary to comply with the order. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the GSRs. 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.

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

1. The parties shall endeavor to schedule arbitration hearings which do not conflict with the bargaining unit assignments of the grievant or the grievant's representative which cannot be rescheduled. If arbitration hearings occur when the grievant, or the grievant's representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved scheduling conflict shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least fifteen (15) calendar days in advance of the hearing date.
2. The parties will make efforts to schedule the testimony of GSR witnesses when the GSR witnesses do not have bargaining unit assignments that cannot be rescheduled. GSR witnesses who are called by the parties to testify shall be eligible to receive leave with pay only for time required for testifying when the GSR has a bargaining unit assignment which cannot be rescheduled, if the request for such leave is made at least fifteen (15) calendar days in advance of the hearing.

The parties agree to check all references before issuing final language.

P. ARBITRATOR PANEL

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

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.

In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding (an) arbitrator(s) to complete the panel, the parties will exchange nominations within sixty (60) calendar days. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in Section Q.2.a. above may not be placed on the panel again.

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.

The parties agree to check all references before issuing final language.

For the University



11-13-2022

**ARTICLE
HEALTH AND SAFETY**

A. GENERAL CONDITIONS

1. The University and the UAW acknowledge that promoting and maintaining a safe and healthy workplace (in accordance with state and federal mandates, and University policies) is a shared responsibility.
2. The University shall ensure GSRs have sufficient safety training, as determined by the Office of Environmental Health and Safety (EH&S), regarding the safe handling of materials and/or equipment the researcher is required to work with in advance of performing the duties.
3. All GSRs shall adhere to all health and safety policies and procedures and shall perform their duties in a safe manner, including full participation in training and using appropriate health and safety equipment provided by the University in accordance with standard operating procedures.
4. If a GSR believes there has been an exposure to an unsafe work environment and/or practice, the GSR has a responsibility to immediately report the issue to the supervisor and departmental safety designees without reprisal.
5. Additionally, GSRs have the right to report health and safety issues to the EH&S, University Risk Services, University Safety Committees, and/or to the appropriate regulatory agency, including CAL-OSHA.
6. No GSR shall be retaliated against for identifying and/or expressing concern about any safety-related issue.
7. A critical component of the University's health and safety program is for GSRs to follow safe work practices and work safely.
8. All GSRs shall comply with the University's established health and safety policies and procedures in this article, in addition to state and federal mandates.
9. A GSR who has complied with the procedures in Section D.1. below, has the right to refuse abnormally dangerous or hazardous tasks, while the University is investigating or remedying their concern.
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. (**moved**)

- 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 a GSR 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 GSRs. 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 GSRs have an obligation and responsibility to complete and sign off on all required safety training and retraining within campus guidelines, and in accordance with state and federal mandates. List(s) of required training classes shall be provided to the GSR at the time of hiring, and shall be updated as necessary.

C. ASSIGNMENTS

1. GSRs shall receive health and safety education and/or training applicable to their job functions.
2. Prior to working with hazardous materials or in a hazardous environment, GSRs will receive information and training pertaining to the health and safety protocols in the GSR's department, an explanation of the health and safety rights and responsibilities of both the University and the GSR, instructions concerning known specific hazards of the GSR's job, and the procedures available to GSRs to abate or report any unsafe or unhealthy working conditions. When assigned duties include an imminent risk to life and health, as determined by a University health and safety professional, the University shall provide training and information to the GSR prior to the GSR assuming such duties.
3. Abnormally hazardous or dangerous tasks shall be defined as those tasks which are objectively identifiable as constituting a clear and imminent danger to life or

physical health. This includes, but is not limited to, dangers or hazards substantially greater than those inherent to a typical scope of assigned duties, and for which the GSR has not received proper training and/or resources to perform safely.

4. A GSR shall not be assigned to any abnormally dangerous or hazardous task at the GSR's place of employment.

D. REPORTING PROCEDURES

1. All GSRs must notify their immediate supervisor as soon as they consider an assigned task to be abnormally hazardous or dangerous and believe they have insufficient safety training and/or experience to perform the task safely. The GSR shall then identify the components of the assignment that they allege to be abnormally hazardous or dangerous.
 - a. In attempting to resolve the GSR's claim, the supervisor may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel, including assigning the GSR to complete appropriate safety training.
 - b. If the supervisor does not make assignment changes, the supervisor shall have the GSR's claim assessed by a health and safety professional responsible, in accordance with local procedures, for the assessment of abnormally hazardous or dangerous conditions.
 - c. If, in the assessment of the University's health and safety professional responsible, the assignment is abnormally hazardous or dangerous, the supervisor shall follow local procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the GSR. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the GSR may be required to perform the work.
 - d. If, in the assessment of the University's health and safety professional responsible, the assignment is not abnormally hazardous or dangerous, and the GSR has been properly trained to perform the assignment, the supervisor may assign the GSR to perform the assignment or, may assign the affected GSR to other available work consistent with the work usually performed by the GSR or may assign another qualified employee to perform the assignment.
 - e. The assessment of the University's health and safety professional as to whether the assignment is abnormally hazardous or dangerous shall be final.

E. HEALTH & SAFETY TRAINING

1. On an ongoing basis, the University shall provide training and information about the University's health and safety programs. GSRs shall take all required training based on the requirements of the workplace. Training includes information about:
 - a. the health and safety protocols and emergency procedures associated with the GSR's research and, where applicable, known specific hazards associated with the GSR's research;
 - b. the health and safety rights and responsibilities of both the University and the GSR; and
 - c. the procedures available to GSRs to abate or report any unsafe or unhealthy working conditions.
2. The University will provide relevant training and information for reasonably foreseeable hazards that are related to exploratory research, and for tasks and/or procedures known to have associated safety risks.
3. The University shall document training that is provided to GSRs.

F. INFORMATION AND TESTS

1. The University, upon receiving any chemical or substance containing hazardous material, will obtain the Safety Data Sheet (SDS) from the vendor, unless the latest version of the SDS is already on hand and available. The SDS shall be made available to the GSR or UAW on request. The University shall maintain such information, including maintenance in electronic form, if the GSR has ready access to a computer.
2. When an SDS provides that certain personal protective equipment (for example, but not limited to rubber gloves, face masks, etc.) is required for safe handling of a hazardous substance, the required personal protective equipment shall be reasonably accessible to the GSRs who are required, as part of their job duties, to use that hazardous substance. The University shall provide GSRs who may come in contact with hazardous substances (within then-current definitions under applicable law) with adequate information or training regarding the proper handling of said substances, to the extent appropriate and related to their jobs.
3. In compliance with State and Federal law, the University shall provide to affected GSR(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such existing data shall be readily available and provided to the union or GSR within fifteen (15) calendar days following a request.
4. In the case of a suspected outbreak of a communicable disease or nuclear,

biological, or chemical contamination and when the University requires testing for such communicable disease or contamination of patients and/or GSRs, the University shall offer such tests for bargaining unit GSRs within the appropriate affected work areas at no cost to the GSRs.

5. Pursuant to State and Federal law, upon written request, UAW shall receive any health and safety information subject to public disclosure, within the time frame specified by applicable law.

G. PROTECTIVE CLOTHING AND EQUIPMENT

1. General Provisions: Protective work clothing is attire worn over or in place of regular clothing to protect the GSR's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Personal protective equipment protects the GSR and includes head covers, gloves, goggles, prescription safety glasses, respirators, and safety shoes. The provision of protective work clothing and personal protective equipment is determined by EH&S.
2. Replacement: Personal protective equipment, except prescription lenses and sized safety shoes, which were provided to a GSR by the University for use on the job, shall be returned upon completion of the assignment. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. A GSR required to wear prescription safety glasses will pay for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

H. TOOLS AND EQUIPMENT

1. The University shall furnish and maintain in safe working condition the workplace tools and equipment required for GSRs to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse GSRs for tools and/or equipment which are not the property of the University. Additionally, the University is not required to provide equipment different than that which is determined by the University to be necessary for the safe conduct of University business.

I. LABOR MANAGEMENT COMMITTEE

1. The UAW may raise local health and safety concerns by contacting the campus labor relations office.
2. In addition, the University and the UAW agree to address Health & Safety matters

in scheduled campus labor/management meetings.

- a. Such meetings may be scheduled periodically at the UAW's request. ~~but no more than twice per year.~~
- b. Thirty (30) calendar days prior to the meeting, the University and the UAW shall exchange agenda items each party wants to discuss, and the names of the ~~attendees GSRs~~ whom the UAW has selected to attend. In the event neither party identifies agenda items by the 30-day period, the meeting may be cancelled.
- c. Each party shall designate a person to serve as co-chair for the meetings. The co-chairs shall work together to schedule the meeting times and locations, shall specify the agenda, and agree on the information and necessary participants to conduct an informed meeting.

3. The campus shall provide release time for the GSRs to attend the meeting.

4. A University EH&S professional may be invited to attend, based on the agenda items.

J. COMPLIANCE

1. The University and the UAW agree that the University's choice of response to achieve compliance with this article may be contingent upon the availability of funds. Moreover, the role of an arbitrator in grievances involving this article is restricted as set forth in Article ___, Grievance and Arbitration. The University may choose to reassign a GSR, relocate the research activity, and/or curtail the research and/or assignment in order to achieve compliance with this article.

For the University

 Michael B. Fitts
Peter Q. Nguyen

10-6-2022

For the UAW, 09-29-2022



TA

UC-UAW BR Bargaining – First Contract
Graduate Student Researchers
Article 14 – Health Benefits
UC Proposal 2
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ARTICLE 14 HEALTH BENEFITS

- A. Eligible ASEs may participate in a University-sponsored student health insurance plan to the same degree other eligible students at that campus participate. University-sponsored student health insurance plans include the multi-campus UC Student Health Insurance Plan (UC SHIP) administered by the UC Office of the President, and Graduate Student Health Insurance Plans administered by specific campuses who have elected not to participate in UC SHIP.
- B. An ASE who is a registered graduate student with ASE appointment(s) or other eligible academic appointments totaling 25% or more of full-time for a given term in a State-supported or Self-Supporting Program is eligible to receive remission of premium for a University-sponsored student health insurance plan. An ASE is eligible to receive only one premium remission per term. In the event premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.
- C. The University-sponsored student health insurance plans are student health insurance programs for registered students, and the eligibility for and the availability of these programs are not related to a student's status as an ASE. The parties acknowledge that the terms of the plans, including coverage, carriers, premium rates, or other program provisions, are not a term and condition of employment for an ASE.
- D. An ASE who is eligible to receive a health insurance premium remission through an ASE appointment, or through a combination of GSR and ASE appointments, is also eligible to receive 100% premium remission for their child dependents if the ASE's income exceeds the designated Medi-Cal eligibility threshold.
 - 1) If the ASE has a spouse, and the combination of their income places the ASE's family over the designated Medi-Cal eligibility threshold then the ASE is not eligible for the child dependent premium remission.
 - 2) Eligible child dependents are defined by UCSHIP plan regulations.
- E. An ASE who is not a registered student and who is not eligible to participate in a University-sponsored student health insurance plan will be eligible to participate in the non-student University Health Insurance program in the same manner as non-represented, non-senate academic employees.

UC-UAW BR Bargaining – First Contract

Graduate Student Researchers

Article 14 – Health Benefits

UC Proposal 2

December 15, 2022

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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 ASE's including systemwide participation in UCSHIP, potential changes in benefits, deductibles, and co-pays.

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

For UC:

Peter T. Nguyen 12/16/22
~~Madeline Bostick~~ 12-16-22

For UAW 12-16-22



TENTATIVE AGREEMENT

ARTICLE __
HOLIDAYS

A. The University observes the following days as holidays:

1. January 1
2. Third Monday in January (Martin Luther King's Birthday)
3. Third Monday in February (President's Day)
4. Last Friday in March (Cesar Chavez Day)
5. Last Monday in May (Memorial Day)
6. June 19, or announced equivalent, (Juneteenth Federal Holiday)
7. Fourth of July
8. First Monday in September (Labor Day)
9. November 11 (Veteran's Day)
10. Thanksgiving Day
11. Friday following Thanksgiving Day
12. December 24
13. December 25
14. December 31

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

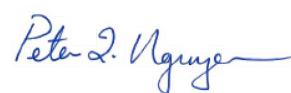
C. ~~The Lab holiday schedule may vary.~~ **For LBNL, the provisions of this article shall apply except that LBNL does not recognize Veterans Day (November 11th) and Cesar Chavez Day (last Friday in March or announced equivalent). LBNL has one administrative holiday that can be used for Veterans Day, Cesar Chavez Day, or during the LBNL winter shutdown.**

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

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

F. When operational needs require, the supervisor may schedule GSRs to work on University holidays. In such instance(s), GSRs shall receive an alternate day off for each holiday worked. The GSR may request specific dates.

For the University

 
NADINE B. FISHEL Peter Q. Nguyen

10-6-2022



For the UAW, 09-29-2022

TENTATIVE AGREEMENT

For the University

FOR THE UNION

11-20-22

UC-UAW Successor Bargaining
Graduate Student Researchers(BR)
Article __ – Immigration
UC Proposal #1
September 29, 2022
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11-20-2022

Article - Immigration



- A. No GSR covered by this Agreement shall suffer any loss of compensation, due to any legal changes in the GSR'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 GSR while the GSR 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 GSRs to occur in as private a setting as possible in the workplace. The University will notice the union if the University learns of an immigration investigation regarding a GSR.
- C. The University will furnish to any GSR 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 GSRs leave time, in accordance with Article __ – 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. In the event that a GSR is not authorized to work in the United States of America and the GSR's employment is terminated for this reason, the University agrees to meet with the Union and the GSR to make reasonable efforts to re-employ the GSR for the following academic term. If re-employed, the GSR would have to provide valid work authorization.
- F. Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet, in accordance with Section G below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.
- G. Joint Labor Management Committee – the University and the UAW shall use the labor management meeting process in accordance with Article __ – Labor Management Meetings to discuss issues arising from this article.

Tentative Agreement

SRU-UAW/UC

Negotiations May 13, 2022

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ARTICLE LABOR-MANAGEMENT MEETINGS

- A. The University and the UAW may schedule quarterly systemwide meetings following written request by either party. Agendas shall be mutually agreed to at least five (5) business days prior to the meeting. The purpose of the meeting shall be to discuss administration of this agreement and other related issues, excepting specific grievances as defined by this agreement.
1. The University and the UAW may each have up to ten (10) representatives attend the quarterly systemwide meetings.
 2. The UAW may request release time for up to four (4) GSRs to attend the systemwide meeting. The University shall not unreasonably deny release from work provided:
 - a. The designated GSRs provide at least seven (7) calendar days' notice of the need to be absent from the work site; and,
 - b. The designated GSRs work with their supervisor to ensure completion of work requirements.
- B. In addition to the quarterly meetings described in Section A above, upon written notice, the UAW may request to schedule up to two (2) campus meetings per year. Such meeting(s) shall be scheduled and held within thirty (30) calendar days of such request, provided the UAW provides a written agenda no later than five (5) business days prior to the meeting(s). The purpose of the meeting(s) shall be to discuss issues of concern to GSRs; however, the University is not obligated to reach agreements that would alter the Agreement in any way. Further, issues which have a remedy in the Agreement shall be excluded from discussion.
1. The UAW may request release time for up to two (2) GSRs to attend the campus meeting. The University shall not unreasonably deny release from work provided:
 - a. The designated GSRs provide at least seven (7) calendar days' notice of the need to be absent from the work site; and,
 - b. The designated GSRs work with their supervisor to ensure completion of work requirements.

On behalf of the University

5-13-2022

On behalf of
SRU-UAW

TENTATIVE AGREEMENT

11-30-2022

UC-UAW GSR Bargaining – First Contract

Graduate Student Employees

Article __ – Leaves

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For the University



NADINE B. FISHEL



Pete Q. Nguyen

ARTICLE
LEAVES

For the Union



A. MILITARY LEAVE

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

B. PREGNANCY DISABILITY LEAVE

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

C. SHORT-TERM LEAVE

1. Leave Eligibility

GSRs with a 50% appointment who take a leave pursuant to Section C.2 shall be eligible for up to two (2) days of paid leave for quarter campuses and up to three (3) days of paid leave for semester campuses. The amount of paid leave will be prorated for salaried GSRs with appointments other than 50% FTE.

2. Upon request from an GSR, and subject to the provisions of this article, the University will grant an GSR's reasonable request for leave of absence of appropriate duration due to:
 - a. personal illness and/or disability;
 - b. birth, adoption, or care of a child or family member as defined below in Section H;

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- c. family emergencies; or
- d. appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the GSR, spouse, domestic partner, child or parent in accordance with Article XX, Immigration.

2. Paid Medical Leave and Family Leave

- a. ~~When salaried GSRs with a 50% appointment take a leave pursuant to Section C.1, they are eligible for up to two (2) days of paid leave for quarter campuses and up to three (3) days of paid leave for semester campuses. For any salaried GSRs who are employed for other than 50% FTE, the amount of paid leave will be prorated.~~
- b. ~~When hourly GSRs take a leave pursuant to Section C.1, it shall be unpaid.~~

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

3. Additional Supplemental Short-Term Leave

Unpaid 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.2 and at the sole discretion of the department or hiring unit.

D. LONG-TERM LEAVE

1. Leave Eligibility

Salaried GSRs who take a leave pursuant to Section D.2 shall be eligible for up to eight (8) weeks of paid leave per academic year.

- 2.** Upon request from a GSR and subject to the provisions of this Article, the University will grant a GSR's reasonable request for long-term leave **due to:**

- a.** **The GSR's serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for a family member of the GSR, as defined in Section H, who has a serious health condition;**
- b.** **To care for and bond with the newborn child or a child placed with the GSR for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the GSR; or**
- c.** **Pregnancy, childbirth or related medical conditions for the period prior to, during, and after childbirth.**

- a.** ~~Additional unpaid leave may be granted at the sole discretion of the University.~~

- 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 GSR's appointment.

- 4.** Any paid leave taken under Section D shall run concurrently with any leave taken under Section B above pursuant to California's Pregnancy Disability Leave laws.

- 5.** The paid leave provisions described in Section D run concurrently. A GSR will have a maximum of eight (8) weeks of paid leave **in an academic year**, regardless of the number of qualifying events.

- 6.** The University will not retaliate against a GSR who takes a leave under this Section.

7. Additional Long-Term Leave

Unpaid 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.

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8. Paid Leave for Serious Health Condition, Family Related, and Parental Leave

~~b. A salaried GSR shall be eligible to receive up to eight (8) weeks of paid leave, and one (1) additional week of unpaid leave, per calendar year, for any combination of the following:~~

- ~~a. The GSR's serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for a family member of the GSR, as defined in Section H, who has a serious health condition.~~
- ~~b. To care for and bond with the newborn child or a child placed with the GSR for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the GSR.~~
- ~~c. Pregnancy, childbirth or related medical conditions for the period prior to, during, and after childbirth.~~

E. BEREAVEMENT LEAVE

The University will grant a GSR's reasonable request for bereavement leave due to the death of a family member as defined in Section H. The period of leave for bereavement shall be up to **five (5) three (3) calendar** days per occurrence.

Salaried GSRs shall be granted up to **five (5) three (3) calendar** days pay for bereavement on those days the GSR was previously scheduled to work. Nothing in this Section shall preclude departments or hiring units from granting a longer period of paid bereavement leave when they determine the need to do so.

F. JURY DUTY

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

G. OTHER LEAVES

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

H. DEFINITION OF FAMILY MEMBER

Family member is defined as a GSR's parent, child, spouse, domestic partner, grandparent, grandchild or sibling. Child means the GSR's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the GSR stands in loco parentis, who is under 18 years of age or incapable of self-care because of a mental or physical disability. Parent includes the GSR's biological parent, foster parent, adoptive parent, stepparent, parent-in-law, legal guardian, or an individual who stood in loco parentis to the GSR when the GSR was a child.

I. REQUEST FOR LEAVE AND COVERAGE

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

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

J. TRAINEES AND FELLOWS

Any paid leaves provided to a GSR through a training grant or external fellowship that provides equivalent or more generous paid leave benefits shall satisfy the requirements above. Any paid leaves provided for through a training grant or external fellowship shall be deducted from the paid leave allocations set forth in this Article. If the training grant or external fellowship does not provide for paid leaves, Trainees and Fellows will be provided the paid leaves in this Article.

TA

For UAW 12-16-2022

UC-UAW GSR Bargaining – First Contract
Management and Academic Rights
UC Proposal 5
11-29-2022

Vn W

**ARTICLE
MANAGEMENT AND ACADEMIC RIGHTS**

A. All management functions, rights, and prerogatives, including, without limitation the exercise of academic judgment that have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the University and may be exercised by the University at its sole discretion. Such management functions and rights, and prerogatives include the right:

1. to determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, operations and resources;
2. to recruit, appoint, 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 of GSRs 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 ___. Discipline and Dismissal;
6. to determine the standards of workplace performance for GSRs 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 GSRs to observe them;
- 12. to determine and modify policies and financial costs and charges associated with University housing; to determine and manage campus housing pursuant to University policies.**

For UC:

Peter J. Nguyen 12/16/22

Madeline P. K. Schul 12-16-22

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 GSRs should be laid off;
17. to establish, maintain, modify, and enforce standards of workplace performance, conduct, order and safety;
18. to assign GSR's individual work locations;
19. to investigate and determine matters of research and/or scholarly misconduct;
20. to investigate and determine matters of sexual harassment, discrimination and personal misconduct;
21. to determine the research topics, goals and approaches, and the qualifications of personnel required to perform the research;
22. to determine all aspects of presentations and publications resulting from the research and scholarly activities overseen and supervised by principal investigators.

- B. **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 for GSRs, pursuant to HEERA. With this understanding, the University retains sole discretion and authority over issues related to academic judgment and student matters, including but not limited to: academic standards for student admission; student grading, courses, curriculum, and degree requirements; research methodology, presentation, and publication; **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 __ NON-DISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

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

For the purposes of this Article only,

- a. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.
 - b. “Pregnancy” includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.
 - c. “Gender expression” means **a person’s gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person’s sex assigned at birth.**
 - d. “Gender identity” is **each person’s internal understanding of their gender, or the perception of a person’s gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person’s sex assigned at birth, or transgender.**
 - e. “Medical condition” **means** either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.
2. If the UAW appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the UAW’s notice must include an Acknowledgement and Waiver Form signed by the affected GSR. The

Acknowledgement and Waiver Form will reflect that the GSR has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the GSR understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article ___, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the GSR to make an informed choice.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and SVSH Policy.
2. Sexual Harassment is when:
 - a. **Quid Pro Quo:** A person's submission to or rejection of **unwelcome sexual conduct** is implicitly or explicitly made the basis for employment decisions, academic evaluation, or advancement, or other decisions affecting participation in a University program **or activity;** or
 - b. **Hostile Environment:** **Unwelcome sexual or other sex-based** conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.
3. **Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature.**
4. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees (including GSRs), staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.

5. **Where there is no conflict with this Agreement, the University's SVSH Policy and the Nondiscrimination Policy shall continue to apply to Graduate Student Researchers.**

C. Retaliation Prohibition

1. Retaliation is an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee, or their participation in, refusal to participate in, or assistance with the investigation, reporting, remedial, or disciplinary processes provided for in University Policy and/or in this Article.
2. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited Conduct or participating in a process provided for in University Policy and/or in this Article, such as threats, intimidation, harassment, discrimination and coercion. **Retaliation does not include Good faith actions lawfully pursued in response to a report of Prohibited Conduct (such as gathering evidence) are not, without more, retaliation.**
3. The University prohibits retaliation against or by GSRs based on their report of prohibited behavior or participation in, **refusal to participate in, or assistance with** the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy.
4. The Title IX Offices responsible for investigations are listed at:
<http://sexualviolence.universityofcalifornia.edu/filing-report/index.html>.

D. RESOLUTION PROCEDURES

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

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

- b. Only the Title IX/EEO Officer has the authority to initiate Alternative Resolution.**
 - c. If Alternative Resolution is unsuccessful, the Title IX/EEO Officer may initiate a formal investigation.
 - d. Attempts at Alternative Resolution at the informal level do not extend the thirty (30) calendar day time limit to file a grievance. However, should a grievance be filed, the parties may agree in writing that the grievance be held in abeyance while alternative resolution is being considered or ongoing.
2. **Interim Measures for Complainant(s)**
 - a. When the appropriate administrative officer has determined that a Complainant has established a *prima facie* case of harassment and/or discrimination based on a protected category, the University shall implement interim measures when necessary. Such measures shall allow the GSR to continue training in an environment free from harassment and/or discrimination based on a protected category.
 - b. Interim measures available to GSRs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the GSR is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.
3. **Remedies**
 - a. Remedies available to GSRs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the GSR is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.
 - b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the GSR continue training in an environment free from harassment and/or discrimination based on a protected category.
4. **Representation**

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

5. Complaints/Claims

- a. Academic Student Employees may file a Complaint directly with the Title IX or Equal Opportunity Office responsible for investigations at each campus location.
- b. Nothing in this Article precludes Academic Student Employees from filing a claim with an outside agency.
- c. For sexual harassment cases, the University will follow the University of California SVSH Policy.

6. Grievance Procedure

- a. *If a grievance is filed in accordance with Article ___ that includes an alleged violation of this Article, the University shall forward the allegation(s) to the Title IX/EEO Officer for review. 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. As soon as practicable, after the Title IX/EEO Officer receives the grievance, 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.
- c. The Title IX/EEO Officer may implement interim measures, in accordance with section D.2. above.
- d. *In the event that a formal investigation is conducted, the investigation shall be conducted in accordance with the SVSH Policy.*
- e. *When the University issues the report or otherwise concludes its review/investigation, the abeyance shall automatically terminate, and the a Step 1 process shall resume.*
- f. *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.*

E. LACTATION SUPPORT

1. GSRs shall have access to spaces for the purpose of expressing and storing

breast milk, **which** will be a locked private space that are sanitary and equipped with a table, comfortable chair and electrical outlet.

2. If no such space exists in reasonable proximity to an GSR's work location, the department/hiring unit will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.
3. The University will allow adequate time for an GSR to express breast milk, with the understanding that the GSR will not disrupt classroom activities for this purpose.
4. **Within thirty (30) calendar days from ratification**, the University shall provide information regarding the availability of lactation support on a campus website.

B. ALL-GENDER RESTROOMS

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
2. **The University shall provide that all GSRs have reasonable access to all-gender restrooms within a reasonable distance to their work location, however, the University shall not be obligated to expend funds beyond minimal and incidental costs to provide reasonable access to all-gender restrooms.**
3. **If assistance with access to an all-gender restroom is needed**, the ASE or the Union shall contact the department/hiring unit or campus Labor Relations office as soon as possible after receiving written notice of appointment **in order to ensure reasonable access options are provided within a reasonable distance to the GSR'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 GSR in an alternate appointment.
5. The parties recognize that any delay in notifying the department/hiring unit or campus Labor Relations of the need for access to an all-gender restroom may limit the possible arrangements, particularly where class assignments have already been made and/or the term has already commenced.
6. **The University shall ensure that all single-occupancy restrooms will be designated as all-gender restrooms.** "Single-occupancy restroom" is defined as a toilet facility with no more than one water closet and one urinal with a locking mechanism controlled by the user. Each all-gender restrooms must have at least a sign on the door with a triangle within a circle, without gender pictograms.
7. The University shall list the locations of all-gender restrooms on a campus website.

H. ADDITIONAL SUPPORT

UC/UAW GSR Negotiations

Article -__ – Non-Discrimination in Employment

UC Proposal 5

8-26-2022

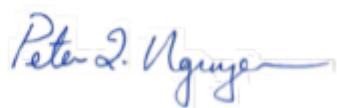
Page 7 of 7

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

For the University

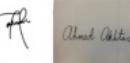
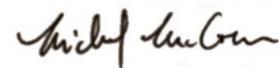
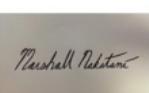


10-6-2022



For the UAW

09-29-2022



TA

UC-UAW Bargaining – First Contract
Graduate Student Researchers
UC Proposal #1
No Strikes
November 11, 2022

**ARTICLE
NO STRIKES**

- A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.
- B. Any GSR who is absent from work without permission, or who abstains wholly or in part from the full performance of their duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in concerted activities on the dates of such actions and shall not be paid for those days.
- C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice by email or to the home address of all unit members engaged in prohibited activity, informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.
- D. Any GSR who violates this article shall be subject to discipline up to and including termination of employment, in accordance with Article ___, Discipline and Dismissal.
- E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

For UC:

Peter T. Nguyen
12/16/22

Madeline [Signature] 12-16-22

For UAW 12-16-22

[Handwritten signatures and initials follow, including "HBD", "MM", "RS", "NLS", "JDBH", "A", "KWRW"]

*UC/UAW GSR Negotiations
Parking and Transit
UC Proposal 5
November 23, 2022
Page 1 of 4*

ARTICLE XX
PARKING AND TRANSIT

A. General Conditions

1. The University and the UAW agree reducing the carbon footprint is a mutual goal.
2. GSRs 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 GSR is eligible for such deductions due to their payroll and/or tax status.

B. Alternative Transportation

1. GSRs 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 move toward enhanced transit programs as follows:
 - a. Within 12 months of ratification:
 - 1) Ensure all locations make pre-tax programs available to eligible employees paid regular wages through UC PATH (excludes Fellows, Trainees) to pay for transit options.
 - 2) 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, subject to appropriate participation in the program. UAW commits to encouraging its bargaining unit members to take advantage of such program through its regular channels of communication.
 - 3) As a public transit allowance, 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 1) above **according to the following schedule:**

<u>Employee Contribution</u>	<u>University Double Match</u>	<u>Monthly Total</u>
\$5	\$10	\$15
\$10	\$20	\$30
\$15	\$30	\$45

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.

- b. Within 24 months of ratification:

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.

- c. Within 36 months of ratification:

Best efforts by UC to negotiate reduced-fee or no-fee access to the appropriate regional transit system(s) for each location, pursuant to Section E below, where practicable.

C. Notice

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

D. Labor-Management Meeting on Transit

1. No later than six (6) months after ratification of this Agreement, 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. Campuses with transit programs in place will not be subject to convening a Labor Management Meeting on Transit.~~
3. The parties may invite guests, including, but not limited to, subject matter experts, provided there is notice and mutual agreement.
4. 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 10 - Labor-Management Meetings.

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

E. *Regional Transit System Pass Chart*

Campus	Transit Pass Classification
UC Berkeley	Student Easy Pass (AC Transit/Bear Transit)
UC Davis	SacRT Connect Card
UC San Francisco	Clipper "A" Pass: Muni (includes Cable Car) + BART within SF
Lawrence Berkeley National Laboratory	LBNL Shuttle For GSRs Only: Student Easy Pass (AC Transit/Bear Transit)
UC Merced	MTA (The Bus) 31 Day Fixed Route Pass

UC/UAW GSR Negotiations

Parking and Transit

UC Proposal 5

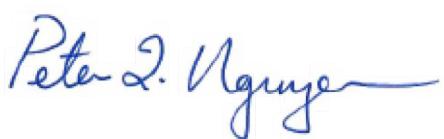
November 23, 2022

Page 4 of 4

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	OCTA 30-day Pass
UC San Diego	FaST Pass or COASTER Pass

For the University


NADINE B. FISHEL



11-30-2022

For the Union



11-30-2022

TENTATIVE AGREEMENT

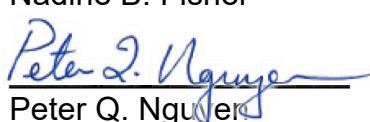
ARTICLE PAST PRACTICE NOT COVERED BY AGREEMENT

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.

FOR THE UNIVERSITY


Nadine B. Fishel


Peter Q. Nguyen

8-5-2022

FOR THE UNION



8-5-2022

Tentative Agreement

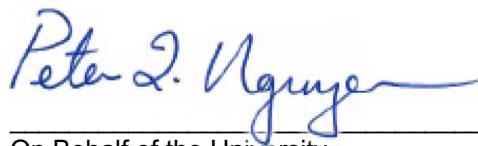
SRU-UAW/UC

Negotiations May 13, 2022

Page 1 of 1

ARTICLE SEVERABILITY

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



On Behalf of the University

5-13-2022



On Behalf of SRU-UAW

TENTATIVE AGREEMENT

ARTICLE - REQUIRED TRAINING

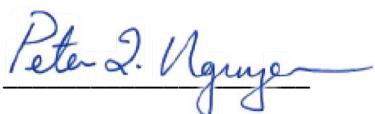
- A. Training that is required and authorized by the supervisor as a condition of employment shall be completed after the commencement of the appointment.
- B. Required and authorized training shall be associated with the GSR's employment.
- C. Required training shall be included in the GSR's appointment 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.**

FOR THE UNIVERSITY



Nadine B. Fishel

7-20-2022



Peter Q. Nguyen

7-20-2022

FOR THE UNION



7-21-2022

TENTATIVE AGREEMENT

ARTICLE - TRAVEL

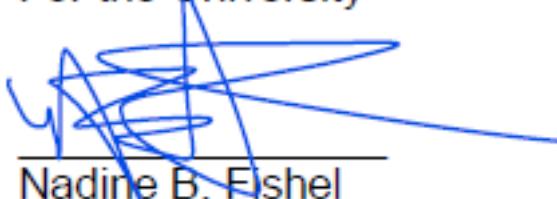
A. Required Travel

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 GSR's employment.

B. Travel Reimbursements

1. The University shall reimburse GSRs for authorized expenses incurred during required employee-related University business travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.
2. At Lawrence Berkeley National Laboratory, GSRA 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 GSRs for travel between home and the GSR's designated work location.

For the University



Nadine B. Fishel

Peter Q. Nguyen

5-27-2022

For the Union



**ARTICLE __
UNION ACCESS AND
RIGHTS**

A. USE OF FACILITIES

1. Access

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

2. U.S. Mail Delivery

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

3. Use of mailboxes

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

4. Email use

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

B. DIRECTORY INFORMATION AND EMPLOYEE LIST

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

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

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

C. ACCESS TO THE AGREEMENT

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

D. SYSTEM-WIDE BARGAINING

1. At each campus, the University shall provide compensation, including eligible fee and GSHP remissions, for **up to** one FTE (40 hours/week) GSR appointment(s) (fee and GSHP remissions shall not be paid for more than 2 GSRs per term) as UAW bargaining committee member(s), **not to exceed two GSRs**, to participate in system-wide bargaining for two (2) terms during which bargaining occurs. In the event that bargaining occurs during summer sessions, one term for the purposes of compensation, is equivalent to two consecutive **six** (6)-week summer sessions or equivalent. The UAW bargaining committee member(s) shall be provided paid release time for all remaining time in bargaining until, but no later than, the expiration date of the contract, unless otherwise mutually agreed to by the parties. It is permissible for the University to provide for compensation in the summer (up to 100%) in lieu of an academic semester or quarter to meet the requirements of this section.
2. Those receiving compensation pursuant to Section 1 above must be a student or a GSR at the campus in the term that bargaining commences.
3. Bargaining committee members shall be compensated so that they incur no loss nor achieve any gain over their current or most recent GSR appointment on the campus or the highest rate of appointment in a GSR position in the GSR's career on the campus. In cases where a GSR would normally advance based on campus procedures, the higher rate would be paid.
4. The UAW shall give notice to the University of the UAW bargaining committee member(s) to be assigned and compensated in accordance

with this section **no less than sixty (60)** ~~thirty (30)~~ calendar days prior to the term in which they are to be assigned and compensated for system-wide bargaining or as soon as practicable.

5. **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 D. 1 above, if practicable.**
6. **Provided the bargaining assignment is the sole appointment for a given term,** a GSR 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 a GSR maybe 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 GSRs. At the discretion of each campus, orientation for new GSRs may take place at a mandatory TA 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 GSRs, as described in this Article, does not require the University to grant access to pedagogical courses. The University, through the local labor relations offices, shall be responsible for notifying the Union of the time, location and date set aside for the UAW Orientation.
2. The University will coordinate with the Union to schedule one thirty (30) minute UAW make-up orientation per term upon request by the Union for new GSRs who did not receive a UAW Orientation as described in Section E. 1 above. The make-up UAW orientation will be scheduled as soon as practicable within the term of the appointment. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation to the GSRs. **The University shall post the information for the make-up orientation including the date, time and mode of delivery on a pre-determined campus website referenced in Appendix .**
3. Attendance at one UAW Orientation shall be mandatory for first-time GSRs. The thirty (30) minutes shall count toward their workload hours provided the GSR has an appointment in the term they attend orientation.

4. The University shall not be present during the UAW Orientation or UAW make-up orientation.
5. The University shall have no obligation or responsibility for, nor shall it monitor, the content of the UAW's presentations. The parties agree that the content of the workshops/orientations shall not be detrimental to or derogatory of either party, its agents or officials.
6. The University shall not be responsible for providing lists of GSRs scheduled to attend the UAW Orientation or UAW make-up orientation. The Union shall be responsible for obtaining the attendance list of the GSRs at the UAW Orientation and the UAW make-up orientation and for contacting any GSR who did not attend.
7. The University shall not attempt to dissuade attendance of GSRs at, nor communicate regarding UAW orientation other than to inform the GSRs of the day, time, and place of the orientation. The University shall direct GSRs with questions regarding the UAW orientation to the UAW campus representatives.
8. This constitutes the parties' full agreement regarding adherence to the mandates in Assembly Bill 119.

For the University


NADINE B. FISHEL

11-14-2022

For UAW



11-14-2022

**TENTATIVE
AGREEMENT**

11-14-2022

For UAW

*UC-UAW Successor Bargaining
Graduate Student Researchers (BR)
Article __ – Union Security
UC Proposal 3
November 13, 2022
Page 1 of 6*

For the University


NADINE B. FISHEL



**ARTICLE __
UNION SECURITY**

A. DUES AND INITIATION FEE

1. The University shall deduct membership dues and standard initiation fee from the wages of Graduate Student Researchers upon notification from the UAW as provided in Section E. The University shall remit dues and standard initiation fee to the UAW on a monthly basis. The UAW will provide the University with the formula for calculating the dues and standard membership initiation fee. The UAW shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the union deduction program. In the event the UAW fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues to the UAW provided for in this paragraph.
2. **For GSRs appointed to Fellowship/Trainee titles, in accordance with Article 1 – Recognition, dues deductions shall be implemented in accordance with the Dues Deductions Side Letter.** ~~In the event a where wages are not paid through UCPATH, the GSR Fellow/Trainee shall provide written authorization for the University to deduct the dues from the stipend.~~
3. ~~If the GSR is appointed jointly in a Fellow/Trainee title and a GSR title, then the dues required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the GSR title earnings. In the event that the earnings from the GSR title are insufficient to cover the dues, then the University shall deduct the maximum possible amount from the GSR title earnings, and remit the amount of the deduction to the Union.~~
4. **After the Dues Deduction Side Letter is implemented, in the event a GSR is paid directly from an external agency and from a GSR title or via a Fellowship/Trainee title, the Union Deductions required as a result of combining the gross earnings from both pay sources shall be deducted entirely from the portions of Employee or Fellowship/Trainee pay. In the event the pay is insufficient to cover the full amount of Union Deductions, the University shall deduct the maximum amount possible, and remit the amount of the deduction to the Union.**
5. **Deduction Reporting Lists**

- a. On a monthly basis, the University shall provide a list of Graduate Student Researchers (*as described in Article 1 – Recognition, Section ___*) by name, title code, department/hiring unit, total in-unit gross monthly pay, and amount deducted.
- b. One hundred and eighty (180) days following the ratification of this Agreement, the University shall provide this information for the Trainees and Fellows (*as described in Article 1 – Recognition, Section ___*).
- c. After the first list for the Trainees and Fellows, the University shall provide this information for all bargaining unit members.

B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)

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

1. The UAW shall provide the University with a list via excel spreadsheet.
2. The GSR must be an active dues paying member for the VCAP deduction to occur.
3. The VCAP deduction must be in a flat dollar amount and shall be deducted from the GSR's first paycheck of the month.
4. This provision is for regular recurring payroll deductions and shall not be used for onetime deductions.
5. The UAW shall be responsible for any reasonable initial and ongoing processing costs associated with setting up and maintaining this additional check off. Costs will be determined at the sole discretion of the University consistent with charges made for other similar deductions. VCAP collections less any processing charges will be remitted to the UAW on a monthly basis. The remittance listing for this deduction will be added to the current monthly union deduction file posted on the GoAnyWhere site, or a different platform identified by the University.

-
1. **The UAW shall send to the pre-designated University office at each location a list of new GSRs for whom the pre-designated University office shall be responsible to send the Membership Election Form (MEF) (see Appendix XX) 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 GSRs 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) reminder to the GSRs within the aforementioned thirty (30) calendar day period. The intent of the University and UAW is that the list shall only include newly-hired GSRs. 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 GSR bargaining unit.
4. Appendix shall include a disclaimer indicating that the University neither encourages nor discourages union membership.
5. If the University is closed on a designated transfer or MEF distribution day, the distribution shall be postponed to the following business day.
6. Appendix shall accompany each MEF that goes out to the GSRs.
7. 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.
8. 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.

- 9. 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.**
- 10. When a location includes the MEF in the hiring paperwork using a different distribution system, that location will notify the UAW no later than thirty (30) calendar days following ratification explaining the alternate system of MEF distribution.**

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 GSR's employment terminates while still owing dues to the union, the amount owed shall be taken from the GSR's final paycheck. In no event shall the University owe the union dues that are the responsibility of the GSR.
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 GSR accordingly.
4. The University shall not be responsible for those portions of union payroll deductions that the GSR'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 the designated local campus office or upload files to the **GoAnywhere** or a different platform identified by the University. Such deduction information shall include dues, initiation fees and VCAP deductions. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
 3. For GSRs who are paid monthly, the deduction file shall be transmitted electronically no later than the 15th of each month. For GSRs who are paid bi-weekly, the deduction file shall be transmitted no later than the Friday before the end of the biweekly pay period.
 4. The University shall process all changes submitted by the Union, provided the University receives the information in time for the deductions to take effect by the next payroll run, i.e. by the fifteenth (15th) of the month for employees paid monthly, or the Friday before the end of the current pay period for bi-weekly paid employees to be effective the next bi-weekly pay cycle.
 5. **In the event that the appropriate office is closed on the 15th, the Union will deliver the list on the following business day. The University agrees the changes will 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, when practicable.**
 6. The Union will solely maintain the dues deduction and VCAP authorization(s), signed by the GSR from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
- F. The UAW list to be submitted in the format provide in Appendix __ to the University designee shall include:
1. Location/business unit code
 2. Location Name (Campus/Medical Center)
 3. Bargaining Unit

4. Employee identification number
5. Employee name (last, first)
6. Action codes: "A" = Add; "C" = Change; "S" = Stop
7. Deduction Codes: "D"= Dues; "IF" = Initiation Fee; "PA" Political Action (VCAP)
8. VCAP amount.

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.

G. FEES FOR PROVIDING PAYROLL DEDUCTIONS

- a. **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.**
- b. **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 Graduate Student Researcher for whom the University makes dues deductions. The University shall deduct such charges from the dues service amounts it remits to the UAW.**

H. WAIVER OF LIABILITY - INDEMNIFICATION

1. The Union shall indemnify the University for any claims made by the employees for deductions, **including costs associated with such claims, when the University relied 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.**

Appendix - UAW Membership Election Form

Dear <>Name<>

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 info@uc-uaw.org.

For the University:



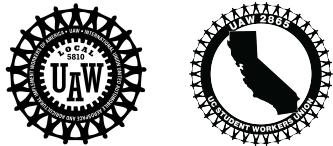
NADINE B. FISHE

11-16-2022

For the UAW:



Nov 14, 2022



UAW Membership Election & Dues Deduction Authorization Form

Welcome to your Union (UAW and its Locals 2865 and 5810)!

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 uaw2865.org or uaw5810.org, email us at info@uc-uaw.org, or give us a call at 510-549-3863. Please direct all questions about this form to the Union, not the University.

**ARTICLE
PERSONAL TIME OFF**

A. GENERAL CONDITIONS

1. 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.
2. GSRs with an appointment of 50 25% or more for a minimum of one full month, 42 month appointment are eligible to use personal time off with pay ~~at any time during the length of the appointment, within each 12 month appointment period.~~ The personal time off shall be up to twelve (12) workdays for a full twelve-month period. For shorter appointments, the twelve (12) workdays will be prorated a day per month for every full month of appointed service.
3. At the commencement of an appointment, the amount of personal time off shall be calculated and communicated to the GSR in the appointment letter. Personal time off is available for use on the first day of a GSR's appointment, in accordance with §B below.
4. Personal time off not used during the appointment within the 12 month period is not carried over into ~~a subsequent appointments~~. ~~year~~ 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. ~~remains with the University~~.
5. Use of personal time off is recorded in one-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 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 §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 §B.2. and 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.

UC-UAW Initial Bargaining – First Agreement

Graduate Student Researchers (BR)

Personal Time Off

UC Proposal 3

November 17, 2022

Page 2 of 2

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

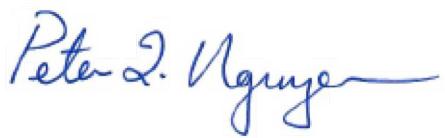
1. During a campus closure that results in a closure of an individual lab/unit, GSRs in that lab/unit shall have the option to use personal time off in order to be paid for the closure days.
2. If GSRs are required to work during a closure, they shall be paid for each day worked and not be required to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

D. LBNL Exception

~~This provision shall not apply to the Lab.~~

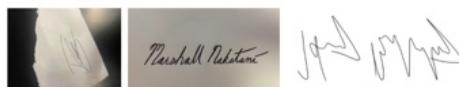
For the University


NADINE B. FISHEL


Peter J. Nguyen

11-30-2022

For the Union:

 Marshall Rubstone

 Aly Colman

 Natalie Monache

 Dylan

 Matthew J. Ryan

 Ahmad Akter

 Garrett Strain

 Jim

 Trust

11-30-2022

REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

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

B. MEDICAL DOCUMENTATION

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

C. THE INTERACTIVE PROCESS

1. When a GSR requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the GSR and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability management representative) about possible options for reasonably accommodating the GSR's disability. **The GSR 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 GSR are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the interactive process, the University considers information related to: the essential functions of the job, the GSR's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the GSR's suggestions regarding which accommodation(s) to implement, the University will

UC-UAW Bargaining – First Agreement
Graduate Student Researchers
Reasonable Accommodation
UC Proposal 3
October 13, 2022

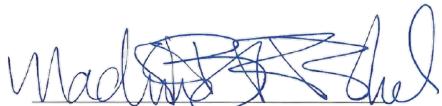
determine which accommodation(s) will be implemented.

- a. The University will consider reasonable accommodations that would enable the GSR to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate position.
- b. GSRs may bring a support person to the interactive process meeting which could include a union representative.
- c. The University is not obligated to implement an accommodation that would present an undue hardship.
- d. If the reasonable accommodation is a leave, in no circumstances shall leave be granted beyond the expiration of the GSR's current appointment.

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, may assist in a temporary work adjustment until the Interactive Process is completed.

FOR THE UNIVERSITY


NADINE B. FISHEL

FOR THE UNION



ARTICLE __
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 ~~a~~Abusive ~~e~~Conduct, in which every employee and member of the University community is treated with respect.
2. The Parties mutually acknowledge that Abusive ~~e~~Conduct creates an intimidating environment 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 ~~a~~Abusive ~~e~~Conduct in good faith. The Parties also commit to prohibiting retaliation against any person who reports ~~a~~Abusive ~~e~~Conduct or participates in any related investigation or other process in good faith.

B. DEFINITIONS 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 ~~e~~Conduct creates an environment, whether intended or not, that is objectively 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 inappropriate 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. Inappropriately interfering with a person's personal property or work equipment,
 - h. Circulating inappropriate photos, videos, or information via e-mail, social media, or other means,

- i. Making unwanted physical contact or inappropriately 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,
 - j. Purposefully excluding, isolating, or marginalizing a person from normal work activities for non-legitimate business purposes,
 - k. 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),
 - l. Making inappropriate threats to block a person's academic advancement, opportunities, or continued employment at the University,
 - m. Sabotaging or undermining a person's work performance.
2. Abusive ~~e~~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. Monitoring or restricting access to sensitive and confidential information for legitimate business reasons,
 - e. Scheduling regular or ongoing meetings to address performance issues,
 - f. Setting ambitious performance goals to align with departmental goals,
 - g. Investigating alleged misconduct or violation of University policy,
 - h. Counseling or disciplining an employee for performance, engaging in misconduct, or violating University policy,
 - i. Engaging in assertive behavior,

- j. Having a disagreement,
- k. Making ~~unpopular~~ statements or articulating positions on controversial issues,
- l. Participating in debates and expressing differences of opinion about academic decisions,
- m. Participating in a formal complaint resolution or grievance process,
- n. ~~Exercising academic freedom, including comments about scholarship, instruction within the classroom, different approaches to curriculum, opposing opinions about policy issues, or academic achievement, even if the content is considered insulting by the recipient and even if delivered passionately~~

~~If the definitions or examples (including paragraphs C.1 and C.2 above) conflict with the Policy at issuance or in future iterations, the new definitions or examples will apply to this Article.~~

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, upon the effective date of the Policy.

D. REPORTING COMPLAINTS

1. 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.
2. Reports of violations of this Article shall be made to the campus designated office(s) (listed in Appendix XX). The campus designated office(s) shall, without undue delay, determine within a reasonable period of time whether there is cause to believe that a violation of this Article has occurred. If the campus designated office(s) determines that a formal investigation will occur, the campus designated office(s) may implement interim measures, if necessary.
3. If a grievance is filed alleging violations of this Article, the ~~grievance shall be placed in abeyance, pending the outcome of the~~ **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 ~~the Article ZZ~~ - Grievance and Arbitration Article.

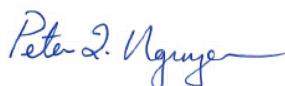
E. LOCAL ABUSIVE CONDUCT OR RELATED POLICIES

Until a systemwide Policy is established, local policies and guidelines shall control, where applicable. References to "Policy" in this Article shall refer to these local policies, until local policies are superseded by the systemwide ~~the~~ Policy.

For the University


NADINE B. FISHEL

10-6-2022


Peter Q. Nguyen



For the UAW
09-29-2022

TA

UC-UAW GSR Bargaining – First Contract

UC Proposal 5

Wages

December 15, 2022

Page 1 of 3

ARTICLE __ 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. 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 GSR's salary.
3. Nothing precludes the University, at its sole discretion, from providing compensation to individual GSRs at salaries that exceed the maximum rate of Table 22.

B. GRADUATE STUDENT RESEARCHERS

1. All Graduate Student Researchers who have salary rates on Table 22 (<https://www.ucop.edu/academic-personnel-programs/files/2022/oct-2021-scales/t22.pdf>) shall have an annualized salary rate on the established salary scale as referenced in Table 22. The applicable titles and job codes are listed as follows:
 - a. GSR-FULL FEE REM, 3282
 - b. GSR-FULL TUIT & PARTIAL FEE REM, 3283
 - c. GSR-NO REM, 3266
 - d. GSR-PARTIAL FEE REM, 3276
 - e. GSR-TUIT & FEE REM, 3284
 - f. GSR-TUIT & FEE REM-UCSD-GRP B, 3285
 - g. GSR-TUIT & FEE REM-UCSD-GRP C, 3286
 - h. GSR-TUIT & FEE REM-UCSD-GRP D, 3287
 - i. GSR-TUIT & FEE REM-UCSD-GRP E, 3262
 - j. GSR-TUIT & FEE REM-UCSD-GRP F, 3263
 - k. GSR-TUIT & FEE REM-UCSD-GRP G, 3264
2. Effective on the first full pay period at least ninety (90) calendar days from ratification, the University shall:
 - a. Remove the bottom three salary points and remove the top salary point on Table 22. The new starting salary point (Salary Point 1 on the table in section 2.e. below) shall be equivalent to salary point 4 on the October 1, 2021 Table 22 scale;
 - b. Increase the new Table 22 salary point 1 by 7.5%;
 - c. Smooth increments to 7.75% between points;
 - d. GSRs appointed on the October 1, 2021 salary points 1, 2, and 3 shall be

moved to the new starting salary point (Salary Point 1) on the table in section 2.e. below.

e. As a result of the process in 2.a-2.d, the rates will be:

<u>Salary Point</u>	<u>Annual Rate</u>	<u>50% FTE</u>
1	\$61,080	\$30,540.00
2	\$65,814	\$32,907.00
3	\$70,915	\$35,457.50
4	\$76,411	\$38,205.50
5	\$82,333	\$41,166.50
6	\$88,714	\$44,357.00

3. Subsequent Annual General Range Adjustments

a. Effective October 1, 2023, the University shall increase the salary rates in Table 22 by approximately 6.4%. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees. The rates are as follows:

<u>Salary Point</u>	<u>Annual Rate</u>	<u>50% FTE</u>
1	\$64,990	\$32,495.00
2	\$70,027	\$35,013.50
3	\$75,454	\$37,727.00
4	\$81,302	\$40,651.00
5	\$87,603	\$43,801.50
6	\$94,392	\$47,196.00

b. Placement on Salary Points (Effective October 1, 2023)

1. Experience for placement effective October 1, 2023 shall be counted as follows:
 - 1) GSRs' experience shall be determined as of June 30, 2023;
 - 2) Trainees/Fellows' experience between January 1, 2022- June 30, 2023 shall be used for placement.
2. Experience for placement effective October 1, 2024 shall be counted

as of June 30, 2024.

3. A GSR with at least two semesters/three quarters of experience (or equivalent length of service) in a bargaining unit position at 25% FTE or more per term at the same campus shall be placed at salary point 2 or higher.
 4. A GSR with at least four semesters/six quarters of experience (or equivalent length of service) in a bargaining unit position at 25% FTE or more per term at the same campus shall be placed at salary point 3 or higher.
 5. At the University's sole discretion, it may place GSRs at a higher salary point than the minimum.
- c. Effective October 1, 2024, the University shall increase the salary rates in Table 22 by approximately 6.4%. Implementation of the prospective annual increase shall coincide with the first full pay period in the Fall term commencing with October 1st for monthly paid employees and the first pay period commencing after October 1st for bi-weekly paid employees.

Salary Point	Annual Rate	50% FTE
1	\$69,129	\$34,564.50
2	\$74,487	\$37,243.50
3	\$80,260	\$40,130.00
4	\$86,481	\$43,240.50
5	\$93,184	\$46,592.00
6	\$100,406	\$50,203.00

C. Graduate Student Research Trainees and Graduate Student Research Fellows

1. The wages provided to Graduate Student Research Trainees and Graduate Student Research Fellows are determined by their training grants or external fellowships. Trainees and Fellows shall continue to receive wages from their training grants or external fellowships through the local systems currently in place.
2. The University shall transition Trainees and Fellows to the GSR Scale effective October 1, 2023.
 - a. When extramural agencies establish stipends at a rate less than the University-established wage minimum, and the campus elects to proceed

with the appointment of a GSR, the campus shall provide additional funding to increase the wage rate to the next highest salary point on the GSR scale, if applicable.

b. The University shall create a job code to provide a supplemental GSR appointment to provide for the additional funding.

c. Trainees and Fellows shall also be eligible for experience-based progression pursuant to subsection B.3. above.

D. Above-Scale Graduate Student Researchers

During the life of the Agreement, GSRs paid at a rate above the maximum of Table 22 shall receive a 2% annual increase on October 1st or will be placed on the appropriate salary point on Table 22, whichever increase is greater.

E. GSRAs at Lawrence Berkeley National Laboratory

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

F. Past Practices of Departments, Programs, and Units

Departments, programs, and units retain discretion to continue wage practices in existence at ratification that do not conflict with the terms of this Article.

For UC:

Peter J. Nguyen 12/16/22

Madeline Schell 12-16-22

For UAW 12-16-22

~~A~~ 




R. G. 


H. B. H.


K. W.

TENTATIVE AGREEMENT

ARTICLE __ WAIVER

A. GENERAL CONDITIONS

1. **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, **except as follows in A.4. below.**
2. The University and the Union acknowledge that during the negotiations resulting in this Agreement, each party had the opportunity to make proposals with respect to any subject matter not prohibited by law from the area of collective bargaining.
This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. This Agreement supersedes and replaces any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters.
~~This Agreement supersedes and replaces any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters, provided, however, that the University retains the right to continue or discontinue any past practice except as specifically modified by the terms of the collective bargaining agreement. Except as provided in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union agree and understand, for the life of this Agreement, that each voluntarily and unqualifiedly waives its right and/or obligation to negotiate during the life of the Agreement, except as follows in A. 4 below.~~
3. ~~Notwithstanding Section A. 1., above,~~ In the event the University proposes a new systemwide policy or practice or a change in an existing policy or practice not covered by the Agreement that has a significant and consequential impact on the terms and conditions of employment for a substantial number of GSRs in the unit the University shall notify the Union of proposed changes thirty (30) calendar days prior to their proposed implementation.

B. MEET AND CONFER

1. The parties shall undertake negotiations regarding the impact of such changes on GSRs when all three of the following exist:
 - a. The changes proposed by the University would have a significant and

consequential impact on the terms and conditions of employment of a substantial number of GSRs in the bargaining unit;

- b. The subject matter of the change is within the scope of representation pursuant to HEERA; and
- c. The Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the Union of the University's notice as described in Section A.4.

d. The University shall initiate scheduling the meeting within fifteen (15) calendar days from the Union's request in c. above.

- 2. The University and the Union shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.
- 3. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

FOR THE UNIVERSITY



Nadine B. Fishel

Peter Q. Nguyen

8-5-2022

FOR THE UNION



TENTATIVE AGREEMENT
11-18-2022

*UC/UAW BR Negotiations
Work Incurred Injury or Illness
UC Proposal 2
October 6, 2022
Page 1 of 2*

ARTICLE 34
WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

1. When a GSR is unable to work because of a work incurred injury or illness during the course of a GSR's employment, this Article applies.
2. A GSR 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. A GSR 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 __ - Leaves of Absence. When leave is exhausted and when an GSR is still unable to work because of such illness or injury, the GSR may be placed on a leave without pay.
6. A GSR 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 GSR's established appointment period.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

1. In the event a GSR 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 GSR was previously scheduled to return to work.

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. Prior to returning to work, a GSR granted a work-incurred injury or illness leave must provide the University with a statement from their licensed health care practitioner of the GSR's ability to return to work. When possible, a GSR 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 ___ - Reasonable Accommodation.
2. If the position held has been abolished during the leave, the GSR shall be afforded the same considerations which would have been afforded had that GSR been on pay status when the position was abolished.

D. EFFECT ON PAY STATUS

A GSR 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 a GSR 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 GSR's rights to reasonable accommodations under FEHA and the Americans with Disabilities Act of 1990.

**ARTICLE
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

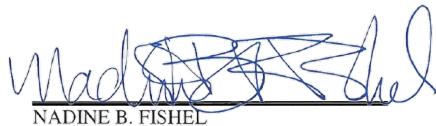
- 1.** Bargaining unit members are encouraged to informally resolve any concerns about the hours worked with their Supervisor or Department Chair. In the event the concerns are not resolved informally, the GSR may file a formal grievance at step one.
- 2.** If not resolved by the conclusion of the step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

UC-UAW GSR Bargaining
Time and Effort Commitment
UC Proposal 4 (*formerly Workload*)
10-06-2022

For the University


NADINE B. FISHED

10-21-2022



Date: October 18, 2022

ARTICLE WORKSPACE SUPPORT

GSRs shall have access to required facilities, equipment, supplies, and materials.
Such access shall not be unreasonably denied.



Nadine Fishel
Co-Chief Negotiator
University of California

4-29-2022

Student Researchers United - UAW

Peter Nguyen
Co-Chief Negotiator
University of California



For UAW 12-16-2022

~~A~~

~~X~~

TA

UC/UAW GSR Negotiations – First Contract

Duration of Agreement

UC Proposal 2

November 29, 2022

~~Sig~~

~~N. S.~~

~~K. M.~~

~~W~~

For UC:

Pta 2. Nguyen 12/16/22

~~Mading Schul~~

12-16-22

ARTICLE DURATION OF AGREEMENT

A. DURATION

1. The terms and conditions of this Agreement shall remain in full force and effect commencing upon ratification by the parties, and shall terminate at 11:59 a.m. on May 31, ~~2028~~, 2025.
2. Neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the Agreement.

B. SUCCESSOR AGREEMENT NEGOTIATIONS

1. No later than December 1, ~~2024~~, 2027, the Union shall notify the University if it intends to open the Agreement for successor negotiations.
2. The University shall have until December 15, ~~2024~~, 2027 to notify the Union if it intends to open the Agreement for successor negotiations.
3. If neither party notifies the other of its intent to open the Agreement for successor negotiations, the Agreement shall remain in full force and effect and the procedures in Section C below shall apply.
4. If the conditions under B.1. and B.2 are met, the Union shall provide the University with written notice of its selected article(s) and a list of bargaining team members by no later than January 14, ~~2025~~ 2028.
5. If the conditions under B.1., B.2., and B.4. are met, the University shall provide the Union with written notice of its selected article(s) by no later than January 28, ~~2025~~ 2028.
6. By February 4, ~~2025~~ 2028, the parties shall set a mutually agreeable start date for the commencement of negotiations.

C. CONTINUATION OF AGREEMENT

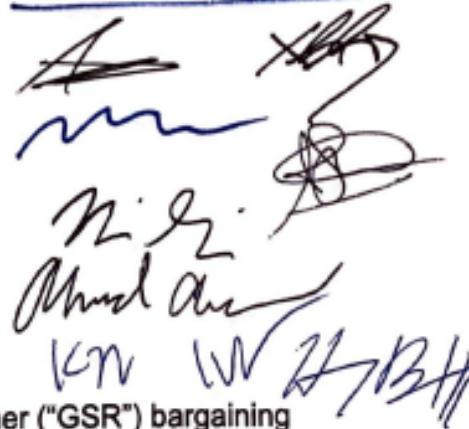
1. In the event that neither party gives timely notice as set forth in this section, this Agreement shall remain in effect on a year-to-year basis, from June 1st until the following May 31st.
2. In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than December 1st of the applicable academic year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in Section B., above.

TA

UC-UAW GSR Bargaining
UCSF GSR Appointees
UC Side Letter – Proposal 1
December 4, 2022
Page 1 of 1

For VAW - 12-16-22

Side Letter
UCSF GSR Appointees



A. This side letter applies to those Graduate Student Researcher ("GSR") bargaining unit members at UCSF who meet the following criteria at the time of implementation of the 2022-25 UC-UAW GSR Collective Bargaining Agreement:

- annual employment earnings of \$44,000, derived from a combination of current GSR salary point 10 wages and off-scale compensation. "Off-scale compensation" means wages paid to UCSF GSRs that are above the salary associated with their given salary point in the published salary scale that was effective 10/1/21.

B. **90 Days from Ratification:**

For the GSRs described in paragraph A above, UCSF agrees to place them above scale at 50% time at a rate that is equal to 3% higher than their base wages at the time of ratification ($\$44,000 \times 1.03 = \$45,320$). Following this action, these individuals will no longer receive off-scale compensation.

C. **On 10/1/2023:**

UCSF will move all GSRs described in paragraph A above to point 6 of the new scale (\$47,196). This represents an additional 4.1% increase to the ratification rate described in Paragraph 1 above (\$45,320). Accordingly, the wages for these bargaining unit members would be based on the annual range adjustments in the collective bargaining agreement going forward.

D. **On 10/1/2024:**

The GSRs described in paragraph A would receive the contractually-mandated approximately 6.4% range adjustment for all individuals on scale.

For VC :

Peter Q. Nguyen
12/16/22


12-16-22

10-31-2022

SIDE LETTER

JOINT LABOR MANAGEMENT COMMITTEE
Workplace Accessibility

- A. **Objective:** Provide an opportunity for the parties to discuss resources and strategies regarding workplace accessibility consistent with UC Policy and applicable law.
- B. **Joint Labor Management Committee**
1. The Systemwide Committee shall be constituted and operate as follows:
 - a) The UAW shall have one representative from each campus and two additional UAW staff representatives. Bargaining unit employees serving on the committee shall be provided release time for time they would have otherwise worked on that day for the purpose of attending meetings. The University shall be represented by one representative per campus location and two representatives from the Office of the President.
 - b) The parties may invite guests, including but not limited to subject matters experts and/or bargaining unit members to attend Joint Committee meetings, provided there is advance notice.
 - c) The Joint Committee shall meet every six months either in-person, alternating between Northern California and Southern California, or over a remote platform. The parties will jointly agree to dates and meeting locations. Should the parties agree to hold additional meetings, they must be by mutual agreement.
 - d) The UAW shall initiate the meeting by communicating interest to the Office of the President Labor Relations, including the names of the UAW members of the Committee. Provided notice is given to the University no less than thirty (30) calendar days prior to the scheduled meeting, the UAW Committee members shall be released as in B. 1. a. above.
 - e) The UAW shall propose agenda items for the meeting no later than ten (10) calendar days prior to the meeting. If there are no agenda items proposed, the meeting shall be canceled or rescheduled.
 - f) The first meeting shall be no later than 120 days from ratification.
 - g) The UAW Committee members will be released for the meetings, provided there is ample notice.

C. JLMC Agenda:

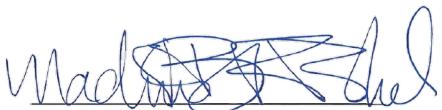
The Agenda may include but not be limited to the following topics:

1. **Policies regarding accommodation/accessibility needs;**
2. **Information available to bargaining unit members regarding processes to meet workplace accessibility;**

- 3. Aggregate, anonymized data regarding accommodation requests based upon the current reporting tools;**
- 4. Aggregate, anonymized data regarding implemented accommodations based upon the current reporting tools;**
- 5. Campus best practices and implementation guidelines.**

D. Local concerns may be discussed in accordance with Labor Management Meetings in the Agreement.

FOR THE UNIVERSITY


NADINE B. FISHEL

FOR THE UNIVERSITY

Date: 10-31-2022

Date: _____

FOR THE UNION


Marshall Nakatani John P. McManus Kelly Collins
Natalie Moncada
Matthew J. Ryan Ahmad Akbar
Garrett Strain [Signature] [Signature]
Jennifer B. Kristin

APPENDIX B
PANEL OF ARBITRATORS

Sara Adler
~~Margaret Bregan~~
1. Mark Burstein
2. Christopher Cameron
~~Kenneth Cloke~~
3. Alexander Cohn
4. Douglas Collins
~~David Evans~~
5. Ann Andrews Ellis
6. Kathy Fragnoli
~~Edna Francis~~
7. Matthew Goldberg
8. Joe Henderson
9. Fred Horowitz
11. Dennis Isenberg
10. John LaRocco
11. Najeeb Nabil Khoury
12. Jill Klein
13. Michael Prihar
14. Angela Reddock-Wright
15. Paul Roose
16. Jan Stiglitz
17. Michael Rappaport
18. David Weinberg
~~Barry Winograd~~

For the University


NADINE B. FISCHEL

11-18-2022

FOR THE UNION:



11-8-22

Work Incurred Injury and Illness

Implementation Side Letter

Within 30 days from GSR title codes, Fellow and Trainee title codes, and Article _ - Personal Time Off implementations in UCPATH, the parties shall meet to discuss Graduate Student Researchers using Personal Time Off to supplement temporary disability payments received under the California Workers' Compensation Act.

For the University:



11-18-2022

For the union:

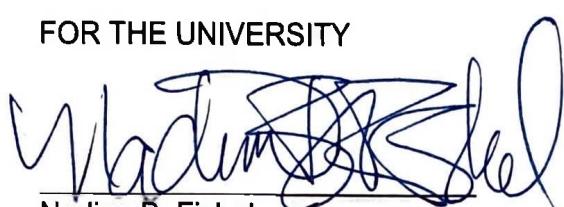


DATE: 11-18-22

LEAVES – SIDE LETTER AGREEMENT

1. As of the date of ratification, Graduate Student Researchers will no longer be eligible to accrue vacation leave pursuant to APM – 730(0)(b).
2. For GSRs who accrued vacation leave pursuant to APM – 730(0)(b), the University shall honor the legacy provision and those GSRs will be able to continue to draw down their vacation leave balances. However, they shall not continue to accrue vacation leave.

FOR THE UNIVERSITY



Nadine B. Fishel

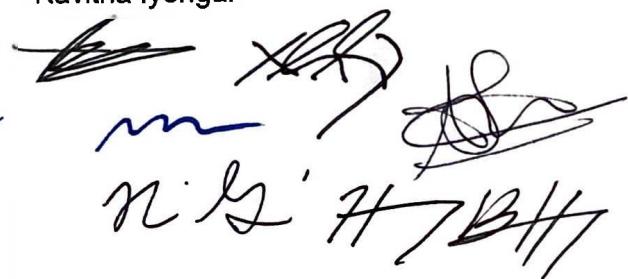
FOR THE UNION



Kavitha Iyengar



Peter Nguyen



12/16/22
Date

12/16/22
Date

TA

Graduate Student Researchers

12-15-2022

- UAW Withdraws:
 - Access Needs
 - Housing
 - International Scholars and Immigrant Support
 - Relocation Benefit
 - Transitional Funding
 - Workplace Safety and Diversity

For UC:

Peter D. Nguyen 12/16/21
~~Matthew J. Madureira~~ 12-16-22

For UAW 12-16-22

~~_____~~ ~~(Signature)~~ mm

~~_____~~ Ammar

N. Li ~~H. Bhatt~~
KM W

Graduate Student Researchers Unit
Initial Deductions

1. In accordance with BR Article ___ - Union Security, the University agrees to begin payroll deductions for initiation fees, union dues, and VCAP as established in this Memorandum of Understanding for Graduate Student Researchers who are paid through UCPATH.
2. The Union agrees to pay \$36,250.00 for the initial programming costs.
3. Monthly administrative fees shall be reflected in the Union Security Article.
4. The University will commit to completing implementing dues deductions for GSRs in UCPATH within 200 calendar days from receipt of payment.
5. Union dues are 1.44% of in-unit gross wages, and the standard initiation fee is \$10, which is a one-time deduction.
6. The University shall implement the dues deductions for GSRs in UCPATH first, followed by the Trainees and Fellows once they are in UCPATH.
 - a. GSRs in UCPATH – deductions shall occur first in accordance with 2. above.
 - b. Trainees and Fellows once in UCPATH – deductions shall occur no later than eighteen (18) months from ratification.
7. Trainees and Fellows who receive funding directly shall be solely responsible for remitting dues and associated fees directly to the Union.
8. The Union will participate in the Dues Retention Program.

For the University:

Date:


NADINE B. FISHEL

11-16-2022

For the Union:

Date:

11/16/22



TA

Side Letter

Withdrawal of Grievances, Requests for Information, and Unfair Labor Practice Charges

The UAW shall withdraw all grievances regarding GSR pay and benefits filed on 10/31/2022.

The UAW shall withdraw all current bargaining-related Requests for Information.

The UAW shall withdraw all current unfair labor practice charges, including the following:

SF-CE-1342

SF-CE-1334

SF-CE-1352

SF-CE-1358

SF-CE-1359

SF-CE-1363

SF-CE-1364

SF-CE-1367

SF-CE-1369

SF-CE-1370

SF-CE-1371

SF-CE-1372

SF-CE-1373

SF-CE-1374

SF-CE-1376

SF-CE-1381

SF-CE-1382

SF-CE-1384

SF-CE-1385

SF-CE-1391

SF-CE-1392

SF-CE-1393

SF-CE-1394

SF-CE-1395

SF-CE-1396

SF-CE-1397

SF-CE-1398

SF-CE-1399

SF-CE-1400

SF-CE-1401

SF-CE-1402

SF-CE-1403

SF-CE-1404

SF-CE-1406

SF-CE-1407

For UC:

Peter J. Nguyen 12/16/22
~~Madeline S. Bel~~ 12-16-22

For UAW 12-16-22

~~A~~ ~~XBD~~ ~~J~~

~~m~~ ~~J~~

~~NLS~~ ~~AKW~~ ~~HJB/H~~

KW W

UAW promises never to file or cause to be filed a lawsuit, PERB proceeding, or internal University or external administrative proceeding to assert any claim based on the specific facts alleged in any of the above-mentioned charges.