

AGREEMENT BETWEEN

THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA

AND

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

ACADEMIC STUDENT EMPLOYEES UNIT

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## **ARTICLE 1 RECOGNITION**

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

### **Berkeley**

Acting Instructor – Graduate Student	2550, 2551
Associate In	1506, 1507, 1511
Community Teaching Fellow	2305, 2306
Nursery School Assistant	2286, 2287
Reader	2500, 2850, 2851
Teaching Assistant	2310, 2311
Teaching Fellow	2300, 2301
Tutor	2510, 2860, 2861

### **Davis**

Associate In	1501, 1506, 1507, 1511
Community Teaching Fellow	2300, 2301, 2305, 2306
Reader	2500, 2850, 2851
Remedial Tutor	2280, 2288, 2289, 2290
Teaching Assistant	2310, 2311
Tutor	2510, 2860, 2861

### **Irvine**

Associate In	1501, 1502, 1506, 1507, 1511, 1512
Reader	2500, 2850, 2851
Teaching Assistant	2310, 2311
Teaching Fellow	2300, 2301
Tutor	2510, 2860, 2861

### **Los Angeles**

Associate In	1501, 1506
Reader	2850
Remedial Tutor	2288
Special Reader	2852, 2853
Teaching Assistant	2310
Teaching Fellow	2300

Tutor	2510, 2860, 2861
<b>Riverside</b>	
Associate In	1501, 1502, 1506, 1507, 1511, 1512
Reader	2500, 2850, 2851
Remedial Tutor	2280, 2288, 2289, 2290
Teaching Assistant	2310, 2311
Teaching Fellow	2300, 2301
Tutor	2510, 2860, 2861
<b>San Diego</b>	
Associate In (In lieu of Teaching Assistant)	1501, 1506, 1507, 1511
Associate In (Teaching a Class)	1506
Reader	2500, 2850
Teaching Assistant	2310, 2311
Tutor	2510, 2860
<b>Santa Barbara</b>	
Associate In _____	1501, 1502, 1506, 1507, 1511
Reader	2500, 2850, 2851
Remedial Tutor	2280, 2288, 2289, 2290
Teaching Assistant	2310, 2311
Tutor	2510, 2860, 2861
<b>Santa Cruz</b>	
Associate In	1501, 1506, 1507, 1511
Teaching Assistant	2310, 2311
Teaching Fellow	2300
Remedial Tutor	2280, 2288, 2289, 2290
Tutor	2510, 2860, 2861
Reader	2500, 2850, 2851
<b>Merced</b>	
Acting Instructor	2550, 2551
Associate In _____	1501, 1502, 1506, 1507, 1511, 1512
Teaching Assistant	2310, 2311
Teaching Fellow	2300, 2301
Remedial Tutor	2280, 2288, 2289, 2290
Tutor	2510, 2860, 2861
Reader	2500, 2850, 2851

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

## **ARTICLE 2 APPOINTMENT NOTIFICATION**

### **A. WRITTEN NOTIFICATION**

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

##### **a. TIMING OF NOTICE**

1. The University shall issue written notices of appointment in the Spring quarter/semester or as soon as practicable after hiring decisions are made, the University shall provide a written notice of appointment (e.g., letter or e-mail) to individuals offered an ASE appointment. No later than April 1 of each year, the University shall send notice to hiring departments reminding them of their obligations under this paragraph.
2. The University recognizes year long appointments provide job security for academic student employees. When practicable, the University shall offer year long appointments; however, nothing in this article obligates the University to do so when not practicable.
3. Should positions become available after the commencement of the academic year, written notices of appointment shall be issued no less than thirty (30) days before the start of the appointment.
4. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

##### **b. FORM AND CONTENT**

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

1. the applicable appointment title,
2. appointment percentage (or range of hours),
3. effective dates,
4. salary/wages,
5. health and other applicable benefits or deductions,

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

c. SUPPLEMENTAL DOCUMENTATION

1. TIMING

- a. At least thirty (30) days prior to the beginning of the term, the University will provide to Teaching Assistants, Associates In, Special Readers and Teaching Fellows supplemental documentation in accordance with Article 2.A.1.c.2.
- b. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive supplemental documentation (Appendix C and other relevant documents) no less than thirty (30) days before the start of the assignment.
- c. In cases in which positions become available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

## 2. FORM AND CONTENT OF SUPPLEMENTAL DOCUMENTATION

Supplemental documentation shall set forth the following:

- a. a description of required duties (Appendix C and other relevant documents);
- b. faculty member or supervisor to whom the individual will report;
- c. the location where the work will be performed if known;
- d. the class assigned if applicable;
- e. description of the required duties;
- f. departmental policy on class, section and/or lab size where it exists; and
- g. it may include estimated time for effective completion of each duty.

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

## 2. Reader, Remedial Tutor and Tutor

### a. TIMING OF NOTICE

1. When a position becomes available more than thirty (30) days in advance of the assignment, the ASE will receive written notification of the appointment (e.g., letter or email)-no less than thirty (30) days before the start of the assignment.
2. In cases in which a position becomes available less than thirty (30) days before the commencement of an academic term, notification will be made as soon as possible.

### b. FORM AND CONTENT

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

1. the applicable appointment title,
2. appointment percentage (or range of hours),
3. effective dates,
4. salary/wages,
5. health and other applicable benefits or deductions,



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

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

## **B. NOTIFICATION OF CHANGES**

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

daily, weekly or term maximum number of hours of the ASE's appointment, the University shall either:

1. Increase the ASE's appointment percentage to be consistent with the number of hours the ASE will work and/or
2. Modify the ASE's work assignment such that the number of hours worked will be consistent with the ASE's appointment percentage and workload limits.

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

**C. FAILURE TO RESPOND**

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

**ARTICLE 3  
APPOINTMENT SECURITY**

- A.** ASEs' appointment will be specified in the appointment notification.
- B.** If an individual receives and accepts appointments to (an) ASE position(s) for one or more term (i.e., quarter or semester) in an academic year, and the position offered and accepted is no longer available, the University will ensure that the individual:
1. is placed in an appointment at the classification and equivalent compensation level offered and accepted or
  2. receives equivalent compensation in lieu of the position for the term at the level offered.
- C.** Failure to accept an offer in its entirety, and subject to all conditions, nullifies the offer in its entirety. However, after accepting an offer a Teaching Assistant, Acting Instructor-Graduate Student, Special Reader, Teaching Fellow or Associate In\_\_ may turn down one or more terms of employment without forfeiting the provisions in this article for the following reasons: the employee's serious health condition as defined by the Family and Medical Leave Act (FMLA), to accept a extramural fellowship, or another reason granted by the University.
- D.** An individual who has accepted (an) ASE position(s) for one or more terms who becomes academically ineligible may be removed without pay from or returned to

said appointment as set forth below.

1. Within the first five (5) weeks of an academic term, the University may, at its sole discretion, remove an ASE who has become academically ineligible.
2. When an ASE has regained academic eligibility, the University will determine in its sole discretion whether or not to reinstate the ASE. Said reinstatement, if any, will be at the level of employment held prior to removal.

## **ARTICLE 4 CHILDCARE**

### **A. PARTICIPATION IN CAMPUS CHILDCARE PROGRAMS**

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

### **B. SYSTEM-WIDE CHILDCARE REIMBURSEMENT PROGRAM**

#### **1. Academic Year**

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

#### **2. Summer Session**

- a. For Summer Session, each eligible ASE shall receive up to a total of \$1100.00 for the Summer Session(s) for expenses incurred during the ASE's summer appointment(s). The program will define reimbursable expenses and related procedures.
- b. An eligible ASE is a registered student during the academic year

terms preceding and succeeding the Summer Session for which the reimbursement is requested, has at least a 25% ASE appointment for the term of the appointment(s), and has (a) qualified dependent(s). For the purposes of this program, qualified dependents shall include children, in the custody of the ASE, who are age 12 or under on July 1<sup>st</sup>.

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

### **C. DEPCARE PARTICIPATION**

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

## **ARTICLE 5 CLASSIFICATIONS**

- A. Maintain the status quo at each campus.

## **ARTICLE 6 DEFINED CONTRIBUTION AND UNIVERSITY RETIREMENT PLAN(S)**

- A. ASEs shall continue to be eligible for DCP and UC retirement plan(s) coverage in accordance with the UC plan requirements.
- B. Eligible ASEs participate in DCP and other retirement system plans to the same extent as other eligible non-represented academic employees.
- C. UCRP employee contributions, will apply to eligible ASEs in the same manner as they apply to other represented academic employees at the same campus.
- D. ASEs shall be responsible for all fees associated with the administration of the University Retirement Savings Program in the same manner as they apply to other represented academic employees at the same campus. Should the University change the methodology by which the fees are imposed, the University shall provide a thirty (30) day notice and engage in a meet and confer process over the effect of the change in methodology.

## **ARTICLE 7 DEFINITIONS**

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

## **ARTICLE 8 DISCIPLINE AND DISMISSAL**

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

- B. WRITTEN NOTICE OF INTENT**

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

- 2. Issuance and Content**

- a. Issuance**

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

intent shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

**b. Content**

The notice shall:

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

**C. RESPONSE TO WRITTEN NOTICE OF INTENT**

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

**D. WRITTEN NOTICE OF ACTION OR PROPOSED ACTION**

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

**E. INVESTIGATORY LEAVE**

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

written confirmation of the terms and reasons for the investigatory leave.

## **ARTICLE 9 EMERGENCY LAYOFF**

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

## **ARTICLE 10 EMPLOYMENT FILE(S) AND EVALUATIONS**

### **A. EMPLOYMENT FILES**

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

- 1. The University shall designate the location where ASEs or their designated representatives may obtain access to the ASE's employment file(s).
- 2. ASEs will be notified that employment files are established and maintained for ASEs and new material may be added periodically during the term of their employment. The University shall notify the ASE in writing (via letter or email) of the new material as soon as practicable, but no later than thirty (30) days following the end of the term.
- 3. An ASE may authorize representatives to review their employment file(s). The authorization shall be valid for the period designated by the individual or, if no time period is designated, for up to one calendar year from the date of authorization. The designee shall have access to all employment information in the file(s).
- 4. The University shall provide an ASE or their representatives access to or a copy of the ASE's employment file(s) as soon as practicable, but no later than thirty (30) calendar days, following the University's receipt of a written request. One copy of employment file(s) material shall be free; subsequent copies shall be ten (10) cents per page.
- 5. If an ASE disagrees with evaluative material in their file(s), they may append

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

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

## **B. EMPLOYMENT EVALUATIONS**

1. "Employment evaluation" is the faculty member or supervisor's written assessment(s) of an ASE's employment performance, excluding evaluations of courses.
2. The employing department or hiring unit shall communicate evaluation criteria and procedures for written employment evaluations, if any, to employees and the UAW any time upon request.

## **ARTICLE 11 FEE REMISSION**

### **A. ELIGIBILITY**

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

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

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

### **B. PARTIAL FEE REMISSION**



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

1. a Partial Fee Remission of 100% of Tuition and the Student Services Fee;
2. a Partial Fee Remission of \$100 per quarter or \$150 per semester to partially cover campus fees. This provision shall be effective with the academic term beginning January 2019.

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

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

**ARTICLE 12  
GRIEVANCE AND ARBITRATION**

**A. GENERAL PROVISIONS**

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

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

1. A campus' failure to establish a campus-wide web site that lists the ASE positions anticipated by the date agreed to in Article 22, Posting.
2. A campus' failure to provide ASE lists in accordance with Article 28, Union Access and Rights, and Article 29, Union Security.
3. "Locking out" employees in accordance with Article 19, No Strikes.
4. Failure to provide the necessary information to the mailing house as set forth in Article 29, Union Security.

## **C. FILING GRIEVANCES**

1. All grievances must be filed with the campus labor relations office at the campus that employs the grievant and within the time frames specified in this Article. Grievances must be filed on the form agreed to by the parties in Appendix A.
2. The grievance form must be signed and dated by the employee(s) or the employee's representative upon submission to the University. Union grievances must be signed by UAW's representative.

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

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

- a) U.S. Mail – the date of filing shall be the U.S. Postal Service postmark.
- b) Hand Delivery – the date of filing shall be the date of hand delivery.
- c) Electronic – the date of filing shall be the date received as indicated on the University's email server. The grievance initiation/appeal form must be in a PDF format attachment.
- d) If a filing is received after 5 pm, the first following business day will be deemed the filing date.
- e) Deadlines that fall on a day that is not a regular business day will automatically be extended to the next regular business day.
- f) The grievance shall be filed on the form as provided in Appendix A. A grievance may be considered ineligible for processing unless it contains the following:
  - I. A specific description of the dispute;
  - II. The facts giving rise to the dispute;
  - III. A listing of the article and section violated;
  - IV. A statement as to how the article and section were violated;
  - V. The date(s) of the violation;
  - VI. Requested remedy.
- g) Receipt of the grievance shall be acknowledged in writing by the University as soon as practicable following receipt, and shall be sent to the address or email listed on the grievance form.

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

## **D. GRIEVANCE STEPS**

### **1. Step 1 (Optional)**

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

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

### **2. Step 2**

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

- a. A written grievance must be filed with the campus labor relations office using the grievance form agreed to by the parties (Appendix A) within thirty (30) calendar days from the date on which either the ASE or the UAW knew or could have been expected to know of the event or action which gave rise to the grievance or within thirty (30) calendar days after the date of separation from University employment of the ASE in the unit, whichever occurs first
- b. If the UAW requested a meeting on the grievance form, or if the University requests a meeting, the campus labor relations office shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the Step 2 grievance filing. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance.
- c. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 grievance filing if it is agreed that no meeting will be held. If the University does not respond within the time limit, the procedures below will apply.

### **3. Step 3**

- (a) If the grievance has not been resolved at Step 2, the grievant and/or

the UAW may file an appeal in writing to the campus labor relations office. Such appeal must be filed within fifteen (15) calendar days after the issuance of the University's Step 2 response.

- (b) If either party requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 3 review.
- (c) The parties shall be able to bring individuals to the meeting who have relevant information to present regarding the grievance.
- (d) If no Step 3 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within 15 calendar days following the date of the receipt of the request for a Step 3 review. If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within 15 calendar days following the meeting.

- E.** Failure by the UAW to comply with the time limits set forth herein shall render the grievance ineligible for further processing.
- F.** Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.
- G.** The parties may mutually agree at any time prior to arbitration, to engage in grievance mediation and request a state mediator in order to resolve cases prior to a hearing. However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall supplant the grievance process timelines from continuing, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties.

#### **H. EXTENSION OF TIME LIMITS**

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

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

The parties will endeavor to schedule grievance meetings that do not conflict with bargaining unit assignments of the grievant or the grievant's representative which cannot be rescheduled. If a grievance meeting called by the University occurs when the grievant or the grievant's representative have bargaining unit assignments which cannot be rescheduled, the parties with the unresolved

scheduling conflicts shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least five (5) calendar days in advance of the meeting. Leave requests shall be made either before or at the time dates and times for the meeting are being considered, whereupon the meeting will be scheduled to provide for the five (5) calendar day request period.

## **J. APPEAL TO ARBITRATION**

### **1. Content**

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

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

### **2. Procedure**

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

- a. Hand Delivery: When hand delivered, proof of service must accompany the appeal to arbitration. The date of receipt will be used to determine the date of the appeal for hand-delivered appeals.
- b. United States Mail: When mailed, the appeal must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of receipt for mailed appeals.
- c. Email to AppealAGrievance@ucop.edu:
  - i. Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Arbitration provisions of this Agreement.
  - ii. The 'date of filing' for emailed Appeals to Arbitration shall be the

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

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

## **K. ARBITRATOR SELECTION**

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

1. If the parties cannot mutually agree to an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.
2. Within sixty (60) calendar days from selection, the parties shall attempt to agree to a hearing date, but if they are unable to agree, the authority for scheduling a hearing date shall reside with the arbitrator.

## **L BIFURCATION**

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

hearing on the merits.

**M. PROCEDURAL/EVIDENTIARY ISSUES AT HEARING**

1. At least seven (7) calendar days prior to the arbitration the parties shall exchange lists of known witnesses and discuss exhibits.
2. During the hearing the parties shall have the opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step 3 of the grievance procedure.
3. Upon request by either party but not upon the arbitrator's own motion, the arbitrator shall have the authority to subpoena relevant documents and/or witnesses.
4. The arbitration hearing shall be closed to anyone other than the participants in the hearing unless the parties agree otherwise in writing.
5. In all cases appealed to arbitration except for actions taken pursuant to Article 8, Discipline and Dismissal, the UAW shall have the burden of proceeding.

**N. SCOPE OF ARBITRATOR'S AUTHORITY**

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

the arbitrator have the authority to order such a remedy for the purchase or rental of equipment in excess of \$500 unless there are available specifically budgeted funds for the particular efforts which may be necessary to comply with the order. The decision and award of the arbitrator shall be final and binding upon the parties to the contract and the ASEs. The University will not be liable for back wages or other monetary reimbursement for:

- a. any period of time during which an extension of the time limits has been granted at the request of the UAW;
  - b. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to this article.
3. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.
  4. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator or court reporter.

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

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

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

**P. ARBITRATOR PANEL**

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



(17) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties.

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

### **ARTICLE 13 HEALTH AND SAFETY**

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

### **ARTICLE 14 HEALTH BENEFITS**

- A.** Eligible ASEs may participate in a University-sponsored student health insurance plan to the same degree other eligible students at that campus participate. University-sponsored student health insurance plans include the multi-campus UC Student Health Insurance Plan (UC SHIP) administered by the UC Office of the President, and Graduate Student Health Insurance Plans administered by specific campuses who have elected not to participate in UC SHIP.
- B.** An ASE who is a registered graduate student with ASE appointment(s) or other eligible academic appointments totaling 25% or more of full-time for a given term in a State-supported or Self-Supporting Program is eligible to receive remission of premium for a University-sponsored student health insurance plan. An ASE is eligible to receive only one premium remission per term. In the event premiums increase, the University will continue to provide 100% premium remissions to eligible ASEs.

- C.** The University-sponsored student health insurance plans are student health insurance programs for registered students, and the eligibility for and the availability of these programs are not related to a student's status as an ASE. The parties acknowledge that the terms of the plans, including coverage, carriers, premium rates, or other program provisions, are not a term and condition of employment for an ASE.
- D.** An ASE who is not a registered student and who is not eligible to participate in a University-sponsored student health insurance plan will be eligible to participate in the non-student University Health Insurance program in the same manner as non-represented, non-senate academic employees.

  - 1. Eligibility to participate in the employee University Health Insurance Program will be in accordance with the University Health Program provisions.
  - 2. Costs of the University Health Insurance Program in excess of the University contribution will be borne by the employee and will be paid in accordance with the program provisions.
  - 3. During the term of this agreement, the University has the sole discretion to alter the terms of the program including but not limited to coverage, carriers, contribution rates or other program provisions.
- E.** The University and the UAW shall meet twice a year to discuss the University-sponsored student health insurance plans. Appropriate topics for discussions are those health insurance related issues that apply to ASE's including systemwide participation in UCSHIP, potential changes in benefits, deductibles, and co-pays.

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

## **ARTICLE 15 HOLIDAYS**

- A.** The University observes the following days as holidays:

  - 1. January 1
  - 2. Third Monday in January (Martin Luther King's Birthday)

3. Third Monday in February (President's Day)
  4. Last Friday in March (Cesar Chavez Day)
  5. Last Monday in May (Memorial Day)
  6. Fourth of July
  7. First Monday in September (Labor Day)
  8. November 11 (Veteran's Day)
  9. Thanksgiving Day
  10. Friday following Thanksgiving Day
  11. December 24
  12. December 25
  13. December 31
- B.** Official holidays are those holidays as set forth annually in the campus calendar.
- C.** Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on Saturday, the preceding Friday is observed.
- D.** The University reserves the right to establish additional holidays.
- E.** The University shall not require an ASE to attend lecture, hold office hours, grade, tutor, proctor, prepare, consult or teach class, section, or lab on designated holidays.

## **ARTICLE 16**

### **LABOR-MANAGEMENT MEETINGS**

- A.** The University and the UAW may schedule quarterly meetings following written request by either party. Agendas shall be mutually agreed to at least five (5) business days prior to the meeting. The purpose of the meeting shall be to discuss administration of this agreement and other related issues, excepting specific grievances as defined by this agreement.
- B.** Upon written notice, the UAW may request to schedule up to 2 campus meetings, per year. Such meeting(s) shall be scheduled and held within thirty

(30) days of such request, provided the UAW provides a written agenda no later than five (5) days prior to the meeting(s). The purpose of the meeting(s) shall be to discuss issues of concern to Academic Student Employees; however, the University is not obligated to reach agreements that would alter the Agreement in any way. Further, issues which have a remedy in the Agreement shall be excluded from discussion.

## **ARTICLE 17 LEAVES**

### **A. MILITARY LEAVE**

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

### **B. PREGNANCY DISABILITY LEAVE**

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

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

1. Upon request from an ASE, and subject to the provisions of this article, the University will grant an ASE's reasonable request for leave of absence of appropriate duration due to:
  - a. personal illness and/or disability;
  - b. birth, adoption, or care of a child or family member as defined below in Section H;
  - c. family emergencies; or
  - d. appointments and/or hearings scheduled by federal immigration

officials or the U.S. Department of State with respect to immigration or citizenship status of the ASE, spouse, domestic partner, child or parent in accordance with the Immigration Side Letter.

2. Paid Medical Leave and Family Leave

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

3. Supplemental Short-term

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

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

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

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

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

The University will not retaliate against an ASE who takes a leave under this section.

## 2. Other Paid Leave

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

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

### **E. BEREAVEMENT LEAVE**

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

### **F. JURY DUTY**

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

### **G. OTHER LEAVES**

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

## **H. DEFINITION OF FAMILY MEMBER**

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

## **I. REQUEST FOR LEAVE AND COVERAGE**

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

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

## **ARTICLE 18 MANAGEMENT AND ACADEMIC RIGHTS**

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

- C. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.
- D. No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this agreement.

## **ARTICLE 19 NO STRIKES**

- A. During the term of this agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.
- B. Any employee who violates this article shall be subject to discipline up to and including termination of employment.
- C. The UAW shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this article. Such affirmative action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.

### **D. SYMPATHY STRIKES**

1. The UAW shall not call, promote or engage in a sympathy strike in support of another UC union or bargaining unit.
2. Under this section, individual ASEs retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the ASE. When ASEs exercise these rights and do not meet the expectation that they comply with the terms of his/her appointment, at the discretion of the University they may not be paid for work they do not perform.



- E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this article.

## **ARTICLE 20 NON-DISCRIMINATION IN EMPLOYMENT**

### **A. GENERAL PROVISIONS**

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

For the purposes of this Article only,

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

Acknowledgement and Waiver Form will reflect that the ASE has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the ASE understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 12, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the ASE to make an informed choice.

## **B. SEXUAL HARASSMENT**

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

relationships and between peers, and; between individuals of any gender or gender identity.

4. The University prohibits retaliation against or by ASEs based on their report of prohibited behavior or participation in the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy. Retaliation includes threats, intimidation, reprisals, and/or adverse employment and/or academic actions against a person based on their report of prohibited behavior or participation in the investigation, report, remedial, or disciplinary processes provided for in the SVSH Policy or this Article. If the definition of retaliation changes in the SVSH Policy, the new definition will replace the current language.
5. The Title IX Offices responsible for investigations are listed at:  
<http://sexualviolence.universityofcalifornia.edu/filing-report/index.html>.

### **C. RESOLUTION PROCEDURES**

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

1. Alternative Resolution: ASE(s) and/or the Union and/or the University may seek Alternative Resolution at any time.
  - a. After a preliminary assessment of the facts, the Title IX / EEO Officer may initiate an Alternative Resolution process, which may include: mediation (except in cases of sexual violence); separating the parties; providing for safety; referring the parties to counseling; referral for disciplinary action; a settlement agreement; conducting targeted preventive educational and training programs; and conducting a follow-up review to ensure that the resolution has been implemented effectively.
  - b. If Alternative Resolution is unsuccessful, the Title IX / EEO Officer may initiate a formal investigation.
  - c. Attempts at Alternative Resolution at the informal level do not extend the thirty (30) calendar day time limit to file a grievance. However, should a grievance be filed, the parties may agree in writing that the grievance be held in abeyance while alternative resolution is being considered or ongoing.
2. Interim Measures for Complainant(s)

- a. When the appropriate administrative officer has determined that a Complainant has established a prima facie case of harassment and/or discrimination based on a protected category, the University shall implement interim measures when necessary. Such measures shall allow the ASE to continue training in an environment free from harassment and/or discrimination based on a protected category.
- b. Interim measures available to ASEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

### 3. Remedies

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

### 4. Representation

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

## **D. LACTATION SUPPORT**

1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, ASEs shall have access to those spaces for the purpose of expressing and storing breast milk. Those spaces will be a locked private space that are sanitary and equipped with a table, comfortable chair and electrical outlet.
2. If no such space exists in reasonable proximity to an ASE's work location, the department/hiring unit will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.

3. The University will allow adequate time for an ASE to express breast milk, with the understanding that the ASE will not disrupt classroom activities for this purpose.
4. The University shall provide information regarding the availability of lactation support on a campus website no later than the conclusion of the Fall 2018 term.

#### **E. ALL-GENDER RESTROOMS**

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
2. If an ASE anticipates the need for access to an all-gender restroom, the ASE or the Union shall contact the department/hiring unit or campus Labor Relations office as soon as possible after receiving written notice of appointment.
3. The University agrees to promptly engage in a discussion with the ASE, or the Union, and to provide reasonable access to an existing all-gender restroom within a reasonable distance to the ASE's work location. Reasonable access may include, but is not limited to, section/class reassignments and/or schedule modifications, re-designating an existing restroom as all-gender, or placing the ASE in an alternate appointment.
4. The parties recognize that any delay in notifying the department/hiring unit or campus Labor Relations of the need for access to an all-gender restroom may limit the possible arrangements, particularly where class assignments have already been made and/or the term has already commenced.
5. The University shall not be obligated to expend funds beyond minimal and incidental costs to provide reasonable access to all-gender restrooms.
6. No later than one year from the effective date of the contract, the University shall ensure that all single-occupancy restrooms will be designated as all-gender restrooms. "Single-occupancy restroom" is defined as a toilet facility with no more than one water closet and one urinal with a locking mechanism controlled by the user. Each all-gender restrooms must have at least a sign on the door with a triangle within a circle, without gender pictograms.
7. The University shall list the locations of all-gender restrooms on a campus website.

#### **H. ADDITIONAL SUPPORT**

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

## **ARTICLE 21 PARKING AND TRANSIT**

- A.** At all campuses, ASEs shall have the option to participate in parking and parking-related services that are available to and on the same basis as other similarly situated employees including, but not limited to, pre-tax and payroll deduction options.
- B.** At all campuses, ASEs shall have the option to participate in all transit programs that are available to and on the same basis as similarly situated employees.
- C.** The University reserves the sole right to establish and change parking and transit rates, open and close lots and modify parking and transit conditions and regulations. The University shall provide 30 days advance written notice to the UAW of any proposed change or increase in parking and transit rates. The University shall meet upon request of the UAW to discuss and receive comments regarding any proposed change in parking and transit rates.

## **ARTICLE 22 POSTING**

### **A. CAMPUS WIDE POSTING OF APPOINTMENT OPPORTUNITIES**

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

- 1. The projected number of available ASE positions by department/hiring unit that the University anticipates for the following academic year. This projection is not a guarantee of the actual number of ASE positions that will be available or filled;
- 2. An employment non-discrimination statement;
- 3. A general description of the duties performed by each of the classifications covered by the agreement;

4. The “minimum qualifications” by classification as established by and at the sole discretion of the University;
5. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University; and
6. The application procedures or hiring unit contact person for ASE positions.

#### **B. POSTING AT THE DEPARTMENT LEVEL**

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

#### **C. SYSTEM-WIDE POSTING**

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

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

#### **D. ENROLLMENT REPORT**

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

### **ARTICLE 23 REASONABLE ACCOMMODATION**

#### **A. GENERAL PROVISIONS**

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified Academic Student Employees who are

disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

## **B. MEDICAL DOCUMENTATION**

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

## **C. THE INTERACTIVE PROCESS**

1. When an Academic Student Employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the Academic Student Employee and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability management representative ) about possible options for reasonably accommodating the Academic Student Employee's disability. This process shall occur as soon as practicable. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the Academic Student Employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.
2. During the interactive process, the University considers information related to: the essential functions of the job, the Academic Student Employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. If able to, the University will present multiple options for the ASE to consider, however the University will determine which accommodation(s) will be implemented.
  - a. The University will consider reasonable accommodations that would enable the Academic Student Employee to continue (or resume) performing the essential functions of their assigned



position for the duration of the appointment, which may include a temporary alternate position.

- b. ASE's may bring a support person to the interactive process meeting which could include a union representative.
- c. The University is not obligated to implement an accommodation that would present an undue hardship.

#### D. Joint Labor Management Committee

1. The parties agree to meet on a periodic basis to discuss issues arising from this article using the process specified in Article 16 – Labor Management Meetings.
2. Either party may request a meeting and such a meeting may be held at either a local campus level, or at a system-wide or semi-system-wide level.
3. ASEs serving on the Committee shall be provided release time for attending the meeting, if necessary.
4. The parties may invite subject matter experts to attend the meeting, provided there is advanced notice.

### **ARTICLE 24 SEVERABILITY**

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

### **ARTICLE 25 SUMMER SESSION**

#### **A. WAGES**

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

A Teaching Assistant, Teaching Fellow, Graduate Student Instructor or Associate In, who is not an Instructor of Record who has a 50% appointment during summer session, shall be compensated at the rate resulting from dividing the academic term gross salary by the maximum workload of 220 hours (quarter) or 340 hours (semester) and multiplying the result by 120 hours (for a six-week summer session). This compensation rate shall apply proportionately to other percent appointments and/or to summer sessions of different lengths. ASEs and

groups of ASEs who are currently paid at a rate greater than this in summer 2007 shall continue to be paid on that basis (plus any additional wage increases that ASEs in the unit received in the previous academic year).

**2. Instructors of Record**

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

**3. Reader, Remedial Tutor, Tutor, Special Reader**

The hourly rate for an appointment in these classifications shall at a minimum be the hourly rate in effect for the preceding academic year.

**4. Proportionate Application**

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

**B. APPLICABLE ARTICLES**

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

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

**C. APPOINTMENT NOTIFICATION**

1. The University shall provide written notice (e.g., letter or email) of appointment to individuals offered an ASE summer session appointment. When a position becomes available more than thirty (30) days in advance of the assignment the ASE shall receive written notification of the appointment no less than thirty (30) days before the start of the assignment. In cases in which a position becomes available less than thirty (30) days before the commencement of summer session, notification will be made as soon as possible. The notice shall include, but shall not be limited to: appointment title; summer session/hiring unit contact; academic

department/program, if known; effective dates; salary/wages; appointment percentage (or range of hours); response requirements, if any; a statement that the position is covered by a collective bargaining agreement between the parties; the contract website address; and a statement that the name and department address of all ASEs are released to the UAW.

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

#### **D. APPOINTMENT SECURITY**

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

- a. is placed in an appointment at the classification and equivalent compensation level offered and accepted, or
- b. receives equivalent compensation in lieu of the position for the session at the level offered.

#### **E. JOB POSTING FOR SUMMER SESSION**

##### **1. Campus-Wide Posting**

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

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

number of ASE positions that will be available or filled.

- b. An employment non-discrimination statement.
- c. A general description of the duties performed by each of the classifications covered by the agreement.
- d. The “minimum qualifications” by classification as established by and at the sole discretion of the University.
- e. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
- f. The application procedures or hiring unit contact for ASE positions.

2. Department-Level Posting

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

**F. SUMMER SESSION WORKLOAD**

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

4. ASEs should initiate discussions with their supervisors as soon as they anticipate any workload related issues that would result in a violation of this article.
5. Disputes regarding workload arising under this article are not subject to Article 12, Grievance and Arbitration, of this agreement. In the event a dispute arises regarding workload, the procedures set forth in Article 32, Workload, shall apply. The provisions of the workload section of this article are subject to the enforcement procedure as detailed in Article 32, Workload.

## **ARTICLE 26 TRAINING & ORIENTATION**

- A. All required training and orientation shall be considered part of the workload for the term, with the exception of pedagogy courses in which an ASE is required to be enrolled. Said pedagogy courses and training requirements shall not be used to reduce the number of ASE appointments.
- B. The University may require, at its sole discretion, an ASE to satisfactorily complete required training to continue appointment as an ASE. The University may, at its sole discretion, require that an ASE who has not satisfactorily completed required training repeat training without the repeated training counting in workload.
- C. Unpaid activities for which academic credit is given, or that are academic program requirements for all students in the program, or are training required to meet minimum eligibility requirements (e.g., English language tests), are not considered employment activities and not covered by this agreement.

## **ARTICLE 27 TRAVEL**

- A. The University shall reimburse ASEs for authorized expenses incurred during required employee-related University business or travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.
- B. The University will not reimburse ASEs for travel between home and the campus.

## **ARTICLE 28 UNION ACCESS AND RIGHTS**

### **A. USE OF FACILITIES**

#### **1. Access**

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

#### **2. U.S. Mail Delivery**

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

#### **3. Use of mailboxes**

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

#### **4. Email use**

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

### **B. DIRECTORY INFORMATION AND EMPLOYEE LIST**

1. The ASE shall be required to release their name to the UAW as a condition of employment.
2. As soon as practicable, each month the University shall provide the UAW the following information, where available, in a computer readable form: name, home department, employee identification number, classification, title code, percentage appointment, monthly salary, salary rate, amount of monthly dues/agency fees deducted, home address, personal cell and personal e-mail. In the event an employee has opted to have their home address, personal cell and personal e-mail protected under applicable federal and/or state law, the home address of such academic student employee shall be deleted from this list. Upon written request, the University shall supply the UAW with information regarding the gender, race and ethnicity of all ASEs (to be provided in aggregate), sorted by discipline (as defined by the University) not more than twice per year.
  - a. Neither party waives any right it may have to seek or withhold information regarding race, gender and ethnicity sorted by department when necessary for representation purposes.
3. The UAW shall be responsible for any reasonable initial and ongoing

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

### **C. ACCESS TO THE AGREEMENT**

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

### **D. SYSTEM-WIDE BARGAINING**

1. At each campus, the University shall provide compensation, including eligible fee and GSHIP remissions, for one FTE (40 hours/week) ASE appointment(s) (fee and GSHIP remissions shall not be paid for more than 2 ASEs per term) as UAW bargaining committee member(s) to participate in system-wide bargaining for two (2) terms during which bargaining occurs. In the event that bargaining occurs during summer sessions, one (1) term for the purposes of compensation, is equivalent to two consecutive 6-week summer sessions or equivalent. The UAW bargaining committee member(s) shall be provided paid release time for all remaining time in bargaining until, but no later than, the expiration date of the contract, unless otherwise mutually agreed to by the parties. It is permissible for the University to provide for compensation in the summer (up to 100%) in lieu of an academic semester or quarter to meet the requirements of this section.
2. Those receiving compensation pursuant to Section 1 above must be a student or an ASE at the campus in the term that bargaining commences.
3. Bargaining committee members shall be compensated so that they incur no loss nor achieve any gain over their current or most recent ASE appointment on the campus or the highest rate of appointment in an ASE position in the ASE's career on the campus. In cases where an ASE would normally advance based on campus procedures, the higher rate would be paid.
4. The UAW shall give notice to the University of the UAW bargaining committee member(s) to be assigned and compensated in accordance with this section thirty (30) calendar days prior to the term in which they are to be assigned and compensated for system-wide bargaining or as soon as practicable.
5. An ASE who works in this capacity for the terms referenced above shall not have those terms counted toward any limit imposed by an academic department on the number of terms of employment for which an ASE may be eligible.

## **E. ACCESS FOR PURPOSES OF UAW ORIENTATION**

1. The Union shall have the right to present a thirty (30) minute UAW Orientation each term in conjunction with orientation for new ASEs. At the discretion of each campus, orientation for new ASE's may take place at a mandatory TA training or other mandatory event at either the department, hiring unit or campus level. Access to orientation for new ASEs, as described in this Article, does not require the University to grant access to pedagogical courses. The University, through the local labor relations offices, shall be responsible for notifying the Union of the time, location and date set aside for the UAW Orientation.
2. The University will coordinate with the Union to schedule one thirty (30) minute UAW make-up orientation per term upon request by the Union for new ASEs who did not receive a UAW Orientation as described in Section E. 1 above. The make-up UAW orientation will be scheduled as soon as practicable within the term of the appointment. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation to the ASEs.
3. Attendance at one UAW Orientation shall be mandatory for first-time ASEs. Salaried ASEs shall count the thirty (30) minutes toward their workload hours provided the ASE has an appointment in the term they attend orientation; hourly ASEs shall be paid for the thirty (30) minutes, provided the ASE has an appointment in the term they attend orientation.
4. The University shall not be present during the UAW Orientation or UAW make-up orientation.
5. The University shall have no obligation or responsibility for, nor shall it monitor, the content of the UAW's presentations. The parties agree that the content of the workshops/orientations shall not be detrimental to or derogatory of either party, its agents or officials.
6. The University shall not be responsible for providing lists of ASEs scheduled to attend the UAW Orientation or UAW make-up orientation. The Union shall be responsible for obtaining the attendance list of the ASEs at the UAW Orientation and the UAW make-up orientation and for contacting any ASE who did not attend.
7. The University shall not attempt to dissuade attendance of ASEs at, nor communicate regarding UAW orientation other than to inform the ASEs of the day, time, and place of the orientation. The University shall direct ASEs with questions regarding the UAW orientation to the UAW campus representatives.



8. This constitutes the parties' full agreement regarding adherence to the mandates in Assembly Bill 119.
9. Nothing in this Article shall be construed to mean that a department or hiring unit cannot invite the Union to make presentations at additional meetings.

## **ARTICLE 29 UNION SECURITY**

### **A. DUES**

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

### **B. VOLUNTARY COMMUNITY ACTION PROGRAM (VCAP)**

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

1. The UAW shall provide the University will a list via excel spreadsheet.
2. The ASE must be an active dues paying member for the VCAP deduction to occur.
3. The VCAP deduction must be in a flat dollar amount and shall be deducted from the ASE's first paycheck of the month.
4. This provision is for regular recurring payroll deductions and shall not be used for onetime deductions.
5. The UAW shall be responsible for any reasonable initial and ongoing

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

#### **C. UNION MEMBERSHIP ELECTION FORM**

1. A mutually agreed upon union membership election form "MEF" (*Appendix E*) shall be provided to all new ASEs at the same time as the ASE is provided the new employee payroll information (e.g., W-4 and I-9 forms).
2. In the event that an ASE has already completed new employee information (e.g., W-4 and I-9 forms), the University shall present a UAW Local 2865 Membership Election Form at the time the ASE hires into the bargaining unit.
3. The University will collect and return all original signed forms to the UAW within 10 business/working days of its receipt of the completed form. ASE's may also return the MEF to the union.
4. The University will not discourage employees from completing the form or becoming members of the UAW.

#### **D. CORRECTION OF ERRORS**

1. If the University fails to make appropriate authorized payroll dues or any part thereof, or fails to remit to the UAW such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the deduction amounts within 30 days of the written notice from the Union.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues deduction amount in any given pay period, until the complete dues deductions have been made. In the event an Academic Student Employee's employment terminates while still owing dues to the union, the amount owed shall be taken from the Academic Student Employee's final paycheck. In no event shall the University owe the union dues that are the responsibility of the Academic Student Employee.
3. It is expressly understood and agreed that if the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Academic Student Employee accordingly.

4. The University shall not be responsible for those portions of union payroll deductions that the Academic Student Employee's net earnings are insufficient to cover in any pay period.

## **E. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION**

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

2. UAW list to be submitted:

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

- a. The UAW will provide a list of employee records for bargaining unit members for which the UAW request to change.
- b. The modified list shall include the following fields from the Unit770 file:
  - i. Campus
  - ii. Employee ID
  - iii. Employee Name
  - iv. Title Code
- c. The UAW will add the following fields to this list:
  - i. UAW initiation fee
  - ii. UAW changed status: deduction "D" or cancellation "C"
  - iii. GTN code assigned to the deduction
  - iv. UAW current VCAP amount
  - v. UAW VCAP new or changed amount.
- d. The Union's list will include additional names and data for employees that do not currently appear on the University's Unit770 file list. If at the time of payroll input the employee does not hold an active appointment in the bargaining unit, and the employee record has not yet been entered into the University's payroll system by the department, the addition will be rejected. Rejected records may be resubmitted by the UAW in their subsequent monthly transmittals

until the employee record is processed in the University's payroll system.

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

#### **F. WAIVER OF LIABILITY**

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

### **ARTICLE 30 WAGES**

#### **A. GENERAL RANGE ADJUSTMENTS**

##### **1. Academic Year 2018-2019**

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

##### **2. Academic Year 2019-2020**

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

##### **3. Academic Year 2020-2021**

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

##### **4. Academic Year 2021-2022**

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

**B. GENERAL PROVISIONS**

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

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

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

**ARTICLE 31  
WAIVER**

- A.** Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this agreement, it is agreed and understood that each party to this agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this agreement.
- B.** With respect to other matters within the scope of negotiations, but not covered in Section A above, in the event the University proposes a new policy that has a significant impact on the terms and conditions of employment for ASEs in the unit, the University will meet, upon timely request by the UAW, over the impact of the decision to the extent required by law.
- C.** With respect to other matters within the scope of negotiations, but not covered in Sections A or B above, negotiations may be required during the term of this agreement, but only as provided below.

  - 1. The parties recognize that during the term of this agreement, it may be necessary for the University to make changes in areas within the scope of negotiations. Where the University finds it necessary to make such changes

the University shall notify the UAW of proposed changes thirty (30) calendar days prior to their proposed implementation.

2. The parties shall undertake negotiations regarding the impact of such changes on ASEs when all three of the following exist:
  - a. Where such changes would significantly affect the working conditions of a substantial number of employees in the bargaining unit;
  - b. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and
  - c. Where the UAW makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the UAW of the University's notice as described in Section C.1.
3. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this agreement.
4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
5. If the parties disagree as to whether a proposed change is subject to Section C above, such disagreement shall be subject to the Grievance and Arbitration Article of this agreement.

## **ARTICLE 32 WORKLOAD**

### **A. TEACHING ASSISTANT (TA)**

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

may not total more than 50 hours per quarter or 77 hours per semester.

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

## **B. READER/TUTOR**

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

## **C. INSTRUCTOR OF RECORD**

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

## **D. NOTIFICATION OF WORKLOAD MAXIMUM**

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

1. Increase the ASE's appointment percentage to be consistent with the number of hours she or he will work and/or
2. Modify the ASE's work assignment such that the number of hours worked will be consistent with her or his appointment percentage and workload limits.

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

## **E. EXPEDITED PROCESS**

1. Alleged violations of daily, weekly or term (quarter or semester) maximum number of hours is subject to the grievance/arbitration procedure as modified by the expedited process in Section 2 below.

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

### **ARTICLE 33 WORKSPACE AND INSTRUCTIONAL SUPPORT**

- A. The University shall provide access to required facilities, services, texts and instructional support. Access to required facilities, services, texts, and instructional support will not be unreasonably denied. These required facilities, services, texts and instructional support may include, if applicable:
  1. Office and desk space, telephone,
  2. A computer,
  3. Storage space,
  4. Office, laboratory, and instructional equipment,
  5. Mailbox,
  6. Office supplies and teaching supplies,
  7. Texts and/or reading material,
  8. Art/performance studio space.

### **ARTICLE 34 DURATION**

- A. The terms and conditions of this agreement shall remain in full force and effect commencing upon ratification by the parties, and shall terminate on June 30, 2022.
- B. Neither party shall have any duty to meet and confer for the purpose of modifying terms and conditions of the agreement.
- C. Written proposals for a successor agreement shall be presented to the University by the UAW no later than January 15, 2022. The University shall present its written proposals for a successor agreement to the UAW no later than February 1, 2022. Actual negotiations shall commence no later than March 1, 2022.



**APPENDIX "A"**  
**UC/UAW STEP 2 GRIEVANCE FORM**

<b>UC/UAW STEP 2 GRIEVANCE FORM</b>		Allegations of a violation of the UC/UAW Agreement covering Academic Student Employees (ASEs) must be filed on this form. See the UC/UAW Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor Relations Office. Pursuant to section 3567 of HEERA, UC shall not agree to resolution of the grievance until the UAW has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. <b>YOU MUST PROVIDE THE INFORMATION MARKED WITH AN ASTERISK (*) IN ACCORDANCE WITH ARTICLE 11, SECTION C.2., GRIEVANCE AND ARBITRATION PROCEDURE, OR IT MAY BE INELIGIBLE FOR FURTHER PROCESSING</b> (Form available at <a href="http://atyourservice.ucop.edu/employees/policies/systemwide_contracts/uaw/index.html">http://atyourservice.ucop.edu/employees/policies/systemwide_contracts/uaw/index.html</a> ).	
GRIEVANT'S NAME * LAST FIRST MI		GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)	
BARGAINING UNIT CLASSIFICATION TITLE* (e.g. TA, Tutor, Reader, etc.)		GRIEVANT'S HIRING UNIT/DEPARTMENT *	
NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE, AND TELEPHONE NUMBER		GRIEVANT'S HOME TELEPHONE NUMBER	
NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE, AND TELEPHONE NUMBER		NON-UNIVERSITY ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT (OR REPRESENTATIVE'S ADDRESS MAY BE USED) *	
REPRESENTATIVE'S NAME (IF REPRESENTED) *		REPRESENTATIVE'S ORGANIZATION (IF APPLICABLE) *	
REPRESENTATIVE'S MAILING ADDRESS, CITY, STATE, ZIP		REPRESENTATIVE'S NON-UNIVERSITY TELEPHONE NUMBER	
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL NAMES) <input type="checkbox"/> UNION		SPECIFIC ARTICLE(S) & SECTION(S) OF THE UC/UAW AGREEMENT ALLEGED TO BE VIOLATED*	
DATE OF ALLEGED VIOLATION(S)*	DATE OF INFORMAL STEP 1 DISCUSSION WITH SUPERVISOR, IF ANY	DATE OF INFORMAL STEP 1 RESPONSE, IF ANY	ARE YOU REQUESTING A STEP 2 MEETING? <input type="checkbox"/> YES <input type="checkbox"/> NO
DESCRIPTION OF ALLEGED VIOLATION OF THE AGREEMENT.* PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH SEPARATE SHEET OF PAPER IF NEEDED.)			
REMEDY REQUESTED*			
GRIEVANT'S SIGNATURE		DATE	
REPRESENTATIVE'S SIGNATURE (IF REPRESENTED)		DATE	

### GRIEVANCE REVIEW -- STEP 2

DATE STEP 2 GRIEVANCE FILED	DATE OF UC DECISION	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS A MEETING HELD? <input type="checkbox"/> YES <input type="checkbox"/> NO DATE OF MEETING:
STEP 2 DECISION (ATTACH SEPARATE SHEET OF PAPER IF NEEDED)			
SIGNATURE OF STEP 2 REVIEWER	PRINTED NAME AND TITLE OF STEP 2 REVIEWER		TELEPHONE NUMBER

### FORM FOR APPEAL TO STEP 3

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

<input type="checkbox"/>	I DO NOT ACCEPT THE STEP 2 RESPONSE AND I APPEAL TO STEP THREE (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE	ARE YOU REQUESTING A MEETING? <input type="checkbox"/> YES <input type="checkbox"/> NO
UNRESOLVED ISSUES APPEALED TO STEP 3				

### GRIEVANCE REVIEW -- STEP 3

DATE STEP 3 APPEAL FILED	DATE OF UC DECISION	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO	WAS A MEETING HELD? <input type="checkbox"/> YES <input type="checkbox"/> NO DATE OF MEETING:
SIGNATURE OF STEP 3 REVIEWER		PRINTED NAME AND TITLE OF STEP 3 REVIEWER	

**APPENDIX B**  
**PANEL OF ARBITRATORS**

(alphabetical order)

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

## APPENDIX C DESCRIPTION OF DUTIES FORM

### DESCRIPTION OF DUTIES

Term: \_\_\_\_\_ Supervisor: \_\_\_\_\_ ASE: \_\_\_\_\_

Course #: \_\_\_\_\_ Course Title: \_\_\_\_\_

Location: \_\_\_\_\_ Day/Time: \_\_\_\_\_

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

- ☐ Attend lectures
- ☐ Present \_\_\_\_\_ lectures
- ☐ Instruction of \_\_\_\_\_ sections/labs per week
- ☐ Preparation
- ☐ Hold \_\_\_\_\_ office hours per week
- ☐ Supervisor/ASE(s) meeting \_\_\_\_\_ hours per week
- ☐ Read and evaluate \_\_\_\_\_ papers per student
- ☐ Proctor \_\_\_\_\_ examinations
- ☐ Prepare drafts of narrative evaluations and make grade recommendation as appropriate for students in T.A. section/lab (Santa Cruz only)
- ☐ Perform individual and/or group tutoring
- ☐ Class/faculty visits
- ☐ Maintain/submit student records (e.g., grades)
- ☐ Perform other tasks as assigned. Please list: \_\_\_\_\_

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

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

This check sheet is designed to be distributed to all ASEs except those who are designated as the Instructor of Record for the course.

## **APPENDIX D**

### **SUMMER SESSION SIDELETTER**

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

**APPENDIX E**  
**MEMBERSHIP ELECTION FORM**



# UC STUDENT-WORKERS UNION

**UAW LOCAL 2865**

Membership Election Form

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

**AT UC, THE UNION:**

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

**BECAUSE UC STUDENT EMPLOYEES FORMED A UNION IN 1999, WE HAVE:**

- Increased wages more than 33% compared to student employees outside of the Union.
- Won high quality health insurance at a low cost to student employees.
- Achieved protections from discrimination and harassment in the workplace.
- And gained many more rights and protections.

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

☐

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

☐

**I DECLINE MEMBERSHIP** in UAW Local 2865.

NAME (Please print)

SIGNATURE

DATE

MOBILE PHONE

HOME / ALT. PHONE

EMAIL

DEPT. EMPLOYED

DEPT. ENROLLED

ASE TITLE (TA, Tutor, Reader, GSI)

CAMPUS ENROLLED / EMPLOYED

OFFICE LOCATION (Building, room #)

PI / RESEARCH GROUP

**QUESTIONS?**

We are here to help! Visit [www.uaw2865.org](http://www.uaw2865.org), email us at [uaw2865@uaw2865.org](mailto:uaw2865@uaw2865.org), or give us a call at 510-549-3863. You can learn about your contract here: [www.uaw2865.org/resources](http://www.uaw2865.org/resources). Please direct all questions to the Union, not the University. Please return this form to the Union at [uaw2865@uaw2865.org](mailto:uaw2865@uaw2865.org), or by handing it in to your hiring administrator.

## **APPENDIX F**

### **Academic Student Employees Participation in the UC Defined Contribution Plan**

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

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

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

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

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

The [myUCretirement.com](http://myUCretirement.com) website provides information and tools to help participants make decisions about their investments. Participants may also view their account

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

<sup>2</sup> To qualify for exemption from mandatory participation in the DC Plan, Academic Student Employees must meet the following criteria:

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



balances, change their fund selection, designate or change beneficiaries, or request a distribution or rollover. Participants receive quarterly statements that are sent to the participant's e-mail address of record, unless mail delivery has been requested or the participant has no e-mail address on record.

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

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

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

For more information about the DC Plan, see:

- The myUCretirement.com website: <https://myucretirement.com/>
- The DC Plan Summary Plan Description: <https://ucnet.universityofcalifornia.edu/forms/pdf/defined-contribution-plan-summary-description.pdf>

## **APPENDIX G**

### **TEACHING ASSISTANT CLASSIFICATION SIDE LETTER**

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

## **SIDE LETTER**

### **TEACHING ASSISTANT REQUIREMENTS AT UCSD**

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

## **SIDE LETTER IMMIGRATION**

- A.** No Academic Student Employee ("ASE") covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the ASE's name or social security number.
- B.** The University will request that a federal immigration agent or a Department of Homeland Security (OHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any ASE while the ASE is working on the University's premises and under the University's control. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for a questioning of ASEs to occur in as private a setting as possible in the workplace. The University will notice the union if the University learns of an immigration investigation regarding an ASE.
- C.** The University will furnish to any ASE terminated because they are not authorized to work in the United States of America, a copy of this Section of the Agreement.
- D.** The University shall grant ASEs leave time, in accordance with Article 17 – Leaves, when given one week's prior notice to attend any appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The University may require proof of the appointment and/or hearings and proof of the family relationship.
- E.** In the event that an ASE is not authorized to work in the United States of America and the ASE's employment is terminated for this reason, the University agrees to meet with the Union and the ASE to make reasonable efforts to re-employ the ASE for the following academic term. If re-employed, the ASE would have to provide valid work authorization.
- F.** Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet, in accordance with section G below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.
- G.** Joint Labor Management Committee – the University and the UAW shall use the labor management meeting process in accordance with Article 16 – Labor Management Meetings to discuss issues arising from this side letter.

**SIDE LETTER**  
**JOINT COMMITTEE ON WORKPLACE FREE FROM SEXUAL HARASSMENT**

1. The University and the Union recognize the importance of having a safe and sexual harassment free workplace.
2. The Joint Committee on Workplace Free from Sexual Harassment shall meet as a labor-management committee with the express intent of working toward a workplace free from sexual harassment for Academic Student Employees
3. One UAW representative from each campus and at least one additional UAW representative shall constitute Union representation on the Joint Committee. ASEs serving on the committee shall be provided release time for time the ASE would have otherwise worked on that day for the purpose of attending Joint Committee meetings.
4. The University shall be represented by one representative per campus location and three representatives from the Office of the President including the Title IX Officer.
5. The parties may invite guests, including but not limited to subject matter experts and/or bargaining unit members to attend Joint Committee meetings, provided there is advance notice.
6. The Joint Committee shall meet twice per year: one meeting in the Fall and one meeting in the Spring, with one meeting in Northern California and one meeting in Southern California. The parties will jointly agree to dates and locations. Should the parties agree to hold additional meetings, they must be by mutual agreement.
7. An initial meeting shall be held no later than thirty (30) days following the ratification of the full successor agreement. The Agenda for the first year shall include discussion of a jointly developed ASE peer-led training on the prevention of and just, equitable responses to sexual harassment and sexual violence.
8. The parties shall exchange agenda items for the Joint Committee meeting no later than seven (7) days prior to the meeting.
9. Nothing in this side letter obligates the parties to alter the language in Article 20 – Non Discrimination in Employment.
10. This side letter agreement shall be terminated with the expiration of the Agreement, unless the parties mutually agree to extend its terms beyond expiration of the Agreement.

**SIDE LETTER**  
**JOINT MEETING ON CAMPUS POLICING AND ASE WORKING CONDITIONS**

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

**SIDE LETTER**  
**UCSD BIOLOGICAL SCIENCES DIVISION**

1. Doctoral graduate students in the Division of Biological Sciences (herein “Division”) completing the Division-supervised Graduate Instructional Apprentice program (herein “GIA program”) requirement will be appointed in the Academic Student Employee Teaching Assistant title code at 0% and shall be afforded all the protections outlined in this Agreement.
2. During the period in which graduate students are participating in the GIA program, the Division and relevant Division Faculty will monitor the teaching workload of the grad students who as part of the GIA program are acting as TAs in a classroom or teaching laboratory situation to insure that the work level does not exceed an average of 20 hours per week. If concern or conflict arise, the Division will work with GIA program Division Faculty to adjust research expectations as appropriate.
3. Graduate students who are completing the GIA program requirement will have direct access to the Faculty Head of Undergraduate Education in the Division as well as the Chair of the grad program to raise, discuss, and help mediate any concerns and conflicts regarding the GIA program.
4. The Division is committed to transparency regarding graduate student funding for all students in the Division. The Division will develop and implement a communication plan about graduate student funding. The communication plan will be monitored by the Division Graduate Committee, which meets regularly and includes student-elected Graduate Student Representatives.

**SIDE LETTER  
SIGNING BONUS**

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

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

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

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