

AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA AND THE UAW:
SUMMARY OF KEY CHANGES

Tentative agreement was reached in the negotiations for the new labor agreement in October 2008. The final agreement terms were issued following some work to finalize specific contract language. There are a number of significant changes in the language of the agreement and the obligations of the University. A brief summary of the key changes that affect campus operations is provided below.

1. **Duration of Agreement:** The new agreement is for two years and has an expiration date of September 30, 2009.
2. **Appointment Notification:** If the department has decided to offer an Academic Student Employee (ASE, meaning GSI, AI-GS, Reader, and Tutor, but not GSR) position more than 30 days prior to the start date of the position, the department will provide the ASE with an appointment letter when the decision is made to offer the position. The appointment letter should contain information about duties and assignments that are known at the time the appointment letter is issued as well as information about required ASE orientation sessions. A revised template letter has been provided on the contract web site to assist departments with the issuance of appointment letters.
3. **Appointment Security:** The contract language remains the same. However, departments are reminded that, once issued and accepted, the Letter of Appointment sets up the financial obligation for an appointment absent limited extenuating circumstances regarding academic eligibility. Therefore, it is important for department staff handling appointments to make sure that the department intends to commit to an appointment to an individual before the appointment letter is issued.
4. **Childcare:** Childcare is a new article. Campuses are obligated to publish information about campus childcare programs. Berkeley already publishes information about its childcare programs and that information is included in the “family friendly” sections of the Graduate Division web site. In July 2008, the Office of the President will be establishing a childcare expense reimbursement program for ASEs who are graduate students with 25% appointments and who have custody of a “non-school age” child. There will be more information forthcoming regarding this program. The program will provide partial reimbursement for childcare expenses.
5. **Classification:** There is no change in this language. Graduate Student Acting Instructor appointments need to be approved by the Graduate Division and the Committee on Courses. Please obtain these approvals before issuing the appointment letters to avoid potential financial liability.

6. **Employment Files:** The contract requires an ASE be notified that new material may be added to the ASE's employment file at least 30 days prior to the end of the term. The new template Appointment Notification letter includes this notification. If there are substantive employment related materials, such as performance evaluations, it is recommended that this information be provided to the ASE at the time it is put into the file.
7. **Fee Remission:** The remissions provided for in the agreement are limited to the education and registration fees and do not include professional school fees, local campus fees, and non-resident tuition fees. The education and registration fee remission program was extended to undergraduates in the TA title. For Berkeley, this includes undergraduates in the GSI I title. Graduate student GSIs will continue to receive remission of their health insurance premiums.
8. **Leaves:** The agreement commits to three new categories of paid leave for salaried ASEs: short-term family-related leave; long-term family-related leave; and bereavement leave. Note: the only new paid leave provision that applies during Summer Session is the bereavement leave.
 - a. Short-term paid leave of up to 3 days per term is provided to ASEs with 50% salaried appointments for personal illness/disability, birth/adoption/care of a child, and family emergencies. Although the time is prorated for appointments of lower percentage, the time is granted in full days.
 - b. Long-term paid leave is provided to ASEs with salaried appointments for up to a maximum of 4 weeks over the entire academic year. The leave can include a combination of up to 4 weeks of leave for childbearing or related conditions; up to 2 weeks for the serious health condition of the ASE or ASE's family member; and up to 2 weeks for care and bonding with the ASE's newborn or newly adopted child.
 - c. Paid Bereavement leave of up to 3 days per occurrence is provided to salaried ASEs for days when the ASE was otherwise scheduled to work.
9. **Posting:** New language was added to include the expected numbers of ASE positions that will be made available for employment of ASEs from outside of the hiring department. This information will be posted on the central campus web site.
10. **Summer Session:** A new methodology has been devised for calculating the pay of GSIs working in Summer Session. Note: this new methodology does not apply to Graduate Student Acting Instructors. For Berkeley, the ½ time GSI rate for the regular academic semester is divided by 340 hours to determine an hourly rate. That hourly rate is used to determine the salary level for Summer Session. By example, a 50% appointment for a 6-week Summer Session appointment

would entail 120 hours of commitment. In order to transition to this new language the University committed to continue to use the previous methodology to calculate pay for an ASE who teaches the same class that the ASE taught during the 2007 Summer Session.

11. **Union Access and Rights**: The language was rewritten to clarify the sections pertaining to new ASE orientation. The Berkeley campus has opted to provide for a mandatory campuswide orientation. As a result new ASEs must attend one of scheduled orientation sessions. The GSI Teaching Pedagogy Conference cannot be substituted, and department orientations cannot be substituted. The UAW does not have the right to attend department ASE orientation sessions, or pedagogy classes and programs.

11. **Wages**: With the exception of some Readers and Tutors, ASEs received a 5% pay increase on October 1, 2007. Reader and Tutor wages that were below \$12 per hour increased to \$12 per hour. In 2008, ASEs will receive up to a 5% pay increase contingent upon the budget. If less than a 1.5% pay increase is allocated to academic titles in 2008, the ASEs will receive a 1.5% pay increase.

12. **Workload**: An ASE is responsible for notifying the supervisor as soon as the ASE perceives an inability to complete the assigned work within the workload hours allotted. The University has the option to increase the percentage of time or modify the assignment. Modification may include instructing the ASE to reduce the amount of time spent in certain activities. Changes to appointment level or assignment should be communicated to an ASE in writing. The provisions of the article are grievable and arbitrable.