

## Side Letter Agreement

### **UC Berkeley and UC-AFT**

1. UC Berkeley may delay, until the start of Academic Year 2017-18, implementation of the new workload language in Article 24 – Instructional Workload, Paragraph A. 1. - pertaining to semester campuses.
  - a. For Academic Year 2016-2017, the University will honor any appointment letters that have been issued to NSF following the effective date of the Agreement if they reflect new workload guidelines.
  - b. The University will strive to keep those lecturers who are already full time at 100% time, where possible, for Academic Year 2017-2018; however, the AFT also recognizes the campus has the right to make appointment decisions, including layoffs and reductions in time in accordance with the Agreement.
  
2. APPLICATION OF ARTICLE 24: A.1.
  - a. a. The University and the UC-AFT shall meet to determine which courses fall under the new workload language in Article 24 – Instructional Workload, Paragraph A. 1. - pertaining to semester campuses. At the first session the parties will present the workload attributes they propose should be used to determine whether courses fall under the application of Article 24: A. 1.
  - b. This process shall occur at no less than two scheduled meetings which must occur no later than May 31, 2016.
  - c. The meetings shall include representatives from the UCOP, the state-wide Union leadership, Berkeley Administration, and Berkeley Lecturers in the affected disciplines. The Union and University may each have up to 6 persons attend the meetings.
  - d. Disagreements shall be handled through the academic facilitation process below in Section 3.
  
3. ACADEMIC FACILITATION PROCESS
  - a. Should the University and UC-AFT not agree on the foreign language and writing course courses that fall under the workload language

referenced above in Section 2, the parties will engage an academic to serve as the Academic Facilitator, preferably a writing director or equivalent from another UC campus or a foreign language director or equivalent from another UC campus to hear the disputed issues and assist in rendering an advisory decision on inclusion or exclusion of courses and attributes which frame whether any future new course will be included in the application of Article 24: A. 1. This process must be concluded no later than July 31, 2016.

- b. The parties shall choose the Academic Facilitator(s) from a list of UC campus writing directors and foreign language directors no later than June 10, 2016. A strike off process shall be used.
- c. The Academic Facilitator shall hear each parties' arguments in a pre-scheduled meeting. The parties may each submit position statements. This is an informal process and pertains strictly to whether Article 24: A. 1. applies.

#### 4. LABOR MANAGEMENT MEETINGS

- a. The parties shall begin meeting in a labor management meeting format beginning Fall 2016 term (August 15, 2016) to discuss the implementation of the 5 course workload at each applicable department where 5 courses is a change from Academic Year 2016-2017.
- b. The parties enter into this Side Letter Agreement with the intent of a collaborative approach to finding solutions which balance the academic educational mission and the lecturers' employment maximization.
- c. Criteria shall be developed for how the evaluation of new courses will be handled to avoid future conflicts.
- d. The Labor Management Meeting process, however, is not binding on the University who will ultimately make a final decision on how to deliver education under its management and academic rights.
- e. Such Labor Management Meetings shall conclude no later than November 15, 2016.
- f. The meetings shall include representatives from the UCOP, the state-wide Union leadership, Berkeley Administration, and Berkeley Lecturers in the affected disciplines. The Union and University may each have up to 6 persons attend the meetings.

g. Agendas shall be set 7 days in advance.

5. GRIEVANCE/ARBITRATION PROCESS

- a. While the objective of the Labor Management Meetings is to resolve all conflicts, should disputes remain, the UC-AFT has the right to file grievances in accordance with the provisions of the collective bargaining agreement.
- b. However, there must be an actual cause of action to initiate the grievance process.

FOR THE UNIVERSITY

FOR THE UNION

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Nadine B. Fishel  
UCOP Chief Negotiator

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Benjamin Harder  
UC-AFT Chief Negotiator

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Date

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Date

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Heather Archer  
UC Berkeley Assistant Vice Provost  
Academic Personnel

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Robert Samuels  
UC-AFT President

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Date

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Date