



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

If so, Case No.

NO

1. CHARGING PARTY:

EMPLOYEE

EMPLOYEE ORGANIZATION

EMPLOYER

PUBLIC¹

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of
person filing charge:

E-mail Address:

Telephone number:

Fax No.:

e. Bargaining unit(s)
involved:

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

EMPLOYER

a. Full name:

b. Mailing address:

c. Telephone number:

d. Name and title of
agent to contact:

E-mail Address:

Telephone number:

Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes _____ No _____

6. STATEMENT OF CHARGE

- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
- Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are:
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on _____ (Date)

at _____ (City and State)

(Type or Print Name) (Signature)

Title, if any: _____

Mailing address: _____

Telephone Number: _____ E-Mail Address: _____

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles,
State of CA. I am over the age of 18 years. The name and address of my
residence or business is 6300 Wilshire Boulevard, Suite 2000, Los Angeles, CA 90048

On February 27, 2020, I served the Unfair Practice Charge
(Date) (Description of document(s))

(Description of document(s) continued)

on the parties listed below (include name, address and, where applicable, fax number) by (check
the applicable method or methods):

☒ placing a true copy thereof enclosed in a sealed envelope for collection and delivery
by the United States Postal Service or private delivery service following ordinary business
practices with postage or other costs prepaid;

☐ personal delivery;

☐ facsimile transmission in accordance with the requirements of PERB Regulations
32090 and 32135(d).

(Include here the name, address and, where applicable, fax number of the Respondent and any other parties served.)

Office of the General Counsel
Regents of the University of California
1111 Franklin Street, 8th Floor
Oakland, California 94612

I declare under penalty of perjury that the foregoing is true and correct and that this
declaration was executed on February 27, 2020, at Los Angeles CA.
(Date) (City) (State)

Renee Carnes

(Type or print name)

Renee Carnes
(Signature)

ATTACHMENT A

ATTACHMENT “A” TO UNFAIR PRACTICE CHARGE

1. The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its Local 2865 (“UAW” or “the Union”) is the exclusive representative of over 19,000 Academic Student Employees (“ASEs”) employed by the University of California (“UC” or “the University”) (collectively, “the Parties”).
2. The Parties are bound to a collective bargaining agreement that contains the terms and working conditions for the employees represented by the Union (“CBA”).
3. Within the last six months, UC has violated the Higher Education Employer-Employee Relations Act (“HEERA”), Section 3571 (a), (b), (c), and (f) by interfering with the rights of the employees, interfering with the Union’s rights, refusing and failing to bargain in good faith with the Union over matters within the scope of representation, by announcing unilateral changes to the wages, terms, and conditions of employment for ASEs in the bargaining unit, and by bypassing the Union and dealing directly with ASEs and/or other groups regarding the terms and conditions of their employment.
4. On or about December 20, 2019, UC’s Director of Employee and Labor Relations, Jennifer Schiffner, wrote a letter to the Union indicating the University’s position that cost of living issues are “a term and condition of employment which must be negotiated, and this can only be done by and through systemwide negotiations.” The University also recognized that negotiation with any party other than the Union over cost of living issues “would constitute unlawful direct dealing.” A copy of this letter is attached hereto as EXHIBIT A.
5. On or about December 22, 2019, the Union wrote to the UC President Janet Napolitano, reminding the University that it must be included in any negotiations over cost of living issues, including efforts to ameliorate the cost of housing born by ASEs. The Union reiterated its offer to negotiate with the University over those issues. A copy of this letter is attached hereto as EXHIBIT B.
6. On or about January 15, 2020, the Union renewed its formal request to the UC to bargain for a cost of living increase to support rent-burdened ASEs, many of whom spend upwards of 60% of their income on rent. A copy of the Union’s request to bargain is attached hereto as EXHIBIT C.
7. On or about January 18, 2020, UC responded to by email, stating that although it was willing to meet with the Union, it was explicitly not willing to engage in bargaining. A copy of this email is attached hereto as EXHIBIT D.
8. On or about January 21, 2020, the Union responded to the University’s January 18, email and agreed to arrange a meeting with the University. By agreeing to meet with the University, the Union did not waive its request to bargain with UC. A copy of this email is attached hereto as EXHIBIT E.
9. On or about January 27, 2020, the Chancellor of the University of California Santa Cruz (“UCSC”), Cynthia Larive, sent an open letter to the “UCSC Community,” including ASEs employed in the

bargaining unit, in which UCSC announced two new programs for ASEs (“Open Letter”). A copy of the Open Letter is attached hereto as EXHIBIT F.

10. These new programs announced in the Open Letter include changes to the terms and conditions of employment of ASEs within the scope of the Union’s representation and UC’s duty to bargain with the Union, including changes to the financial compensation of ASEs in the form of housing expenses. Specifically, UCSC stated that it would provide a needs-based \$2,500 housing supplement to ASEs. These changes relate directly to the mandatory subjects of bargaining over which the Union had requested bargaining on January 15, 2020.

11. On or before January 27, 2020, UCSC reached a firm decision to implement the changes that were announced in the Open Letter that was published on that date.

12. UC failed to give the Union reasonable advance notice or an opportunity to bargain over these changes to mandatory subjects of bargaining before reaching and announcing its firm decision to implement them in the Open Letter.

13. On or about February 5, 2020, the Union met with the University to discuss cost of living issues, and the Union presented proposals to address the cost of living crisis faced by ASEs. A copy of the Union’s follow up email to the University with its presentation and proposals is attached hereto as EXHIBIT G.

14. On or about February 6, 2020, the University emailed the Union and reiterated its position that, although it was willing to meet with the Union, it was unwilling to bargain with the Union. A copy of the University’s email to the Union is attached hereto as EXHIBIT H.

15. On or about February 10, 2020, certain ASEs at UCSC began an unauthorized “wildcat” strike to demand a cost of living increase to ease their rent burden. This strike was not encouraged, planned, authorized, or ratified by the Union, and was not and is not within the Union’s control. Some of these ASEs had previously refused to submit grades, which action was similarly neither encouraged, planned, authorized, nor ratified, nor within the control of the Union. Indeed, on or about October 26, 2019, the Union members had voted against striking or supporting a strike.

16. On or about February 11, 2020, the Union emailed UCSC and requested to meet with UCSC. This email included a link to a copy of the Union’s January 15, 2020 request for bargaining. A copy of this email is attached hereto as EXHIBIT I.

17. On or about February 12, 2020, UC sent a letter to the Union “unequivocally” refusing to bargain with the Union. A copy of this letter is attached hereto as EXHIBIT J.

18. On or about February 14, 2020, UC President Janet Napolitano released a statement, in which she publicly announced that the University would not negotiate with the Union, and restated Chancellor Larive’s plan to implement certain unilateral changes including a \$2,500 housing stipend for ASEs. A copy of Napolitano’s Statement is attached hereto as EXHIBIT K.

19. During the week of February 18, 2020, UCSC’s Interim Campus Provost and Executive Vice Chancellor Lori Kletzer and acting Vice Provost and dean of Graduate Studies Quentin Williams met

with ASEs, department chairs, and faculty to discuss the changes that UCSC had announced in the Open Letter, including concerns about implementation of the \$2,500 housing supplement. As a result of these meetings, UCSC decided to remove the needs-based condition on the housing supplement.

20. The Union was not afforded the opportunity to participate in these meetings.

21. On or about February 21, 2020, UC President Janet Napolitano issued a statement, in which she announced that she had invited the UC Graduate and Professional Council (“UCGPC”) to meet with her to discuss “issues of importance and impact” to ASEs, “including cost of living, housing” and other topics. She indicated her intention that the meeting be followed by “a concerted plan of action.”

22. The UCGPC is not the bargaining representative for ASEs, and does not have any authority to bargain with the University over the terms and conditions of their employment.

23. The Union has not been invited to this meeting between the University and the UCGPC, notwithstanding that it is the exclusive representative of ASEs for matters within the scope of bargaining, and the meeting is explicitly intended to address such matters.

24. On or about February 21, 2020, approximately 200 ASEs at UCLA engaged in a public rally around cost of living issues. This rally was not a strike or work stoppage, and was protected activity.

25. On or about February 24, 2020, Kletzer emailed faculty and graduate students at UCSC and announced that the meetings with ASEs at UCSC had happened, and what UCSC had decided to do as result of the discussions that took place during those meetings. A copy of Kletzer’s email is attached hereto as EXHIBIT L.

26. On or about February 25, 2020, UC Berkeley sent an email to its campus, publicly outlining its approach to addressing cost of living and housing issues. A copy of this email is attached hereto as EXHIBIT M.

27. On or about February 25, 2020, UC filed an unfair practice charge against the Union, alleging that the Union and its members have been and are engaged in unlawful, unprotected activity. Attached to the University’s unfair practice charge as Exhibit Z was a photograph of ASEs engaged in protected activity at UCLA (as described above in paragraph 24 of this charge). This photograph of bargaining unit members engaged in protected activity constitutes unlawful interference with the rights of employees, because it is surveillance of employees engaged in protected activities, gives the appearance that the University is surveilling protected activities, and is intended to coerce the Union and its members to refrain from engaging in protected activities.

28. The Union has repeatedly requested to bargain with the University over the mandatory subjects of bargaining that are implicated by the Open Letter, the meetings between Kletzer and members of the bargaining unit, and Napolitano’s public statement of February 21, including compensation for housing expenses for ASEs.

29. To date, the University has not bargained in good faith with the Union over these subjects, and has refused to bargain with the Union.

30. Instead of bargaining in good faith with the Union prior to reaching the decision to implement the changes, the University announced these unilateral changes directly to ASEs by means of the Open Letter. The University subsequently bargained directly with bargaining unit members over how the unilateral changes would be modified and/or implemented.

31. Instead of bargaining in good faith with the Union over the mandatory subjects of bargaining at issue, the University publicly sought to bypass the Union and deal instead with the UCGPC.

32. By the above conduct, the University has violated Section 3571 of the HEERA, and breached its duty to bargain in good faith with the Union over the wages, terms, and conditions of employment of ASEs in the bargaining unit.

33. By the above conduct, the University has also violated Section 3571 of the HEERA by undermining the Union as the exclusive representative of bargaining unit employees, by interfering with the Union's right to represent those employees, and by interfering with the rights of unit employees to be represented by their duly elected representative.

EXHIBIT
"A"

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

STAFF HUMAN RESOURCES – EMPLOYEE & LABOR RELATIONS

SANTA CRUZ, CALIFORNIA 95064

December 20, 2019

Sent via electronic mail

Dear Veronica,

I am responding to the email you sent yesterday requesting to meet-and-confer for the purposes of re-opening the University of California-United Auto Workers (UAW), AFL-CIO, Local 2865 contract to discuss a side letter. Consistent with the past practice between the parties, individual campus local chairs of the union do not have the authority to request a re-opening of the system-wide contract and/or negotiate a side letter.

Defined in the contract, graduate students have the ability to wear two hats - one of employees and one of students. When you are acting in your capacity as employees, the terms of your employment must be negotiated and implemented in your collective bargaining agreement. A COLA is a term and condition of employment which must be negotiated, and this can only be done by and through systemwide negotiations.

Your work stoppage is an employment action, inextricably linked to your employment rather than your student status. This concerted wildcat strike is also prohibited by your collective bargaining agreement and unsanctioned by your union. To that end, while you continue to engage in a wildcat strike, you remain entangled in a collective bargaining process in which the campus cannot participate. *Because this strike is unsanctioned and you demand a COLA, any negotiation with you during the strike would constitute unlawful direct dealing.* Your most recent meet-and-confer request is no different. You are again requesting to bargain directly with the University, to the exclusion of your union, which is an unfair labor practice. As the University has previously expressed, it is precluded by law from engaging in such direct dealing under the Higher Education Employer-Employee Relations Act. (Cal. Gov't. Code § 3571(f); see also Frequently Asked Questions about Union Representation).

The University reiterates that we look forward to engaging with you as graduate students once the unsanctioned work stoppage ends to discuss practical solutions to address the housing burden. Any such discussions must be with you in your role as graduate students and not while you are striking employees. This is why the unauthorized work stoppage must end before we can engage in this dialogue.

Please contact me if you have any questions. I can be reached at 831-459-1930 or at jschiffn@ucsc.edu.

Sincerely,

Jennifer Schiffner
Director, Employee and Labor Relations

EXHIBIT
"B"

From: Kavitha Iyengar <kliyengar@gmail.com>
Date: December 22, 2019 at 11:46:57 AM PST
To: President <President@ucop.edu>
Cc: Peter Chester <Peter.Chester@ucop.edu>, Nadine Fishel <Nadine.Fishel@ucop.edu>, Mike Miller <mikemillerruaw@gmail.com>
Subject: re: UCSC job action

Dear President Napolitano,

I write to you as I am in receipt of Peter Chester's December 20, 2019, message to Veronica Hamilton, a graduate student at UCSC, sent on your behalf.

While local 2865 agrees that Academic Student employees need and deserve increased compensation to address the high costs of housing, in that letter, Mr. Chester mischaracterized demands being made for a COLA at Santa Cruz as UAW Local 2865's demand. He then, ignoring the fact that the issue is one within the scope of bargaining for the UAW's statewide unit, encourages the convening of local meetings to discuss "graduate students" concerns regarding living costs.

On the very same day, Jennifer Schiffner, the Director of Labor Relations at UC Santa Cruz, wrote to Veronica Hamilton and said that a COLA is a term and condition of employment that would need to be negotiated with local 2865, not with a single unit chair at UCSC. Jennifer also says that the University "reiterates that we look forward to engaging with you as graduate students once the unsanctioned work stoppage ends to discuss practical solutions to address the housing burden."

While inconsistent with the facts and the law regarding this situation, the letters from yesterday above do seem to indicate that the University is interested in meeting and possibly implementing a solution to graduate students' costs of living concerns. Should the University be interested in conducting meetings on campus to discuss and implement solutions to the housing burden or any other form of compensation that affects Academic Student Employees, the International UAW and its local 2865's statewide bargaining team must be included in such negotiations.

We stand ready to bargain in good faith over compensation for Academic Student Employees. Cost of living concerns have consistently been a high priority for academic student employees, we have bargained over these matters in every set of contract negotiations at the systemwide table since 2000, and look forward to continuing to improve standards of living for Academic Student Employees at UC. Despite our standing offer, and indications from the letters sent this past week that local meetings may be held, local 2865 has been told that the University does not wish to bargain over housing or compensation at UCSC. To reiterate, we believe both the Union and the University have an interest in ameliorating the economic hardships faced by its academic student employees who face some of the most high-rent cities in the city and country, and would welcome sitting down to negotiate over these matters.

Finally, in light of the misinformation circulating, I want to inform you directly that consistent with our contract with UC, the job action itself, as opposed to its goals, has not been sanctioned by UAW Local 2865.

We hope you can give guidance to your team regarding this issue consistent with the above, and we look forward to continuing to work productively with your office in the years ahead.

Sincerely,
Kavitha Iyengar

--

Kavitha Iyengar
UAW 2865 President
JD/PhD Candidate, UC Berkeley School of Law

EXHIBIT
"C"



UAW LOCAL 2865

2030 Addison Street,
Suite 640A Berkeley, CA 94704
Phone: 510-549-3863 Fax: 510-549-2514
Email: uaw2865@uaw2865.org
www.uaw2865.org

Peter Chester
University of California Office of the President
Executive Director, Labor Relations

Dear Peter Chester,

UAW 2865 is in receipt of the University's intention to meet to discuss solutions to rent burden faced by graduate students at UCSC ([please see attached email](#)). As we have previously stated, the union stands ready to bargain in good faith over compensation for ASEs. We write now to reiterate our demand to bargain over compensation for ASEs at the University of California.

While the University asserts that it will meet with graduate students to discuss "practical solutions to the housing burden" in their role as "graduate students," rather than employees of the University of California, the Union has long bargained with the employer over matters of compensation, including all means to address the housing burden faced by ASEs across the system. As you know, our initial set of bargaining goals from 2018 bargaining over our current agreement articulated that it was a UAW 2865 bargaining goal to "Increase ASE compensation to keep pace with real cost of living and be competitive among UC's peer institutions."

Following this round of bargaining, in August 2018 Academic Student Employees across the University of California system voted to ratify our current agreement. This occurred amidst legislative initiatives to address the state's housing crisis. At that time, Proposition 10, which would have allowed cities and localities to re-introduce rent control measures by repealing the 1995 Costa-Hawkins Act, was slated for the 2018 midterm ballot. UAW 2865 members endorsed and campaigned for Proposition 10. Unfortunately, despite winning majorities in San Francisco, Alameda, and Santa Cruz Counties, the measure did not succeed at the state level. During the 2019 term of the California state legislature, UAW 2865 continued to work with a statewide coalition to pass a legislative program on housing. These recently enacted measures, however, are notably not strong enough to allow low-wage ASEs to live without rent burden. In Alameda County, for instance, the statewide rent cap measures (calculated at the rate of increase of the CPI plus 5%) would result in a rent cap of 9% annual increases for ASEs working at the biggest campus in the system.

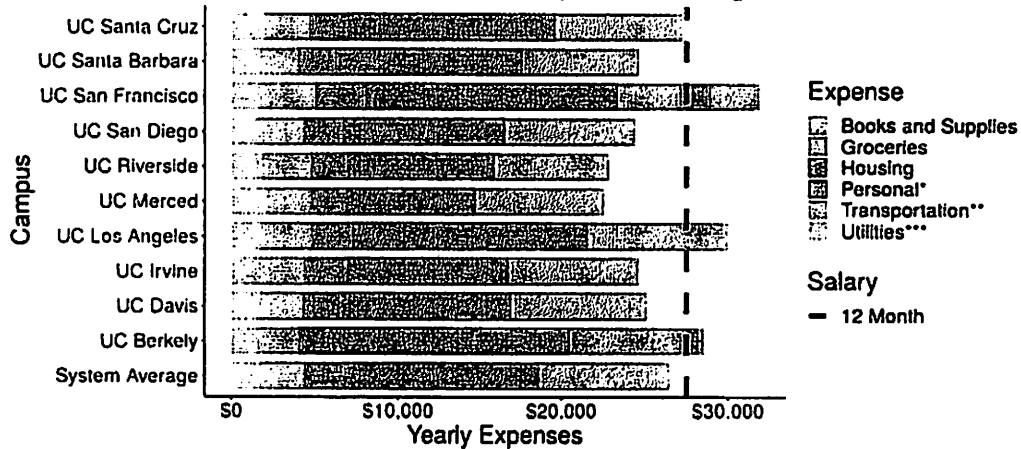
Amidst the growing housing crisis, the cost of living for ASEs continues to increase at a rapid rate. For this reason, the University of California should partner with the Union to devise a solution. According to the University's own data, since at least 2017 the cost of living for ASEs across the system has been far greater than salaries averaging, as ours do, \$21,000/year.



UAW LOCAL 2865

2030 Addison Street,
Suite 640A Berkeley, CA 94704
Phone: 510-549-3863 Fax: 510-549-2514
Email: uaw2865@uaw2865.org
www.uaw2865.org

Living Expenses Across all UC campuses for Single Students



Because of the University's indication that it would like to discuss "practical solutions to the housing burden," UAW 2865's consistent demand to "increase ASE compensation to keep pace with the real cost of living" and the simultaneous sky-rocketing costs of living and the failure of recent legislative measures to be able to address the housing crisis, we believe the circumstances have changed to such a degree as to necessitate immediate bargaining over this important issue. Please advise us of dates you would like to meet.

Cost of living concerns have consistently been a high priority for academic student employees, and we have bargained over these matters in every set of contract negotiations at the systemwide table since 2000. We look forward to continuing to improve standards of living for Academic Student Employees at UC. We believe both the Union and the University have an interest in ameliorating the economic hardships faced by its academic student employees who face some of the most high-rent cities in the city and country, and welcome sitting down to negotiate over these matters.

Sincerely,

Kavitha Iyengar

UAW 2865 President, on behalf of the Executive Board

EXHIBIT
"D"

----- Forwarded message -----

From: Peter Chester <Peter.Chester@ucop.edu>

Date: Sat, Jan 18, 2020 at 10:23 AM

Subject: RE: UAW 2865 Demand to Bargain

To: President <president@uaw2865.org>

Cc: Nadine Fishel <Nadine.Fishel@ucop.edu>, mikemilleruaw@gmail.com <mikemilleruaw@gmail.com>, Amy K. Lee <Amy.Lee2@ucop.edu>, Veronica Garcia <Veronica.Garcia@ucop.edu>

Dear Ms. Iyengar:

I am writing in response to the UAW's "demand to bargain over compensation for ASEs at the University of California." While the University and the UAW are parties to a collective bargaining agreement that is locked up until June 30, 2022, the University would be willing to participate in a meet and discuss (not a statutory bargaining session) consistent with the contractual provisions set out in Article 16 Labor Management Meetings. As you know, the terms of that Article provide for quarterly meetings where the parties can discuss matters of mutual concern. Please reach out to Nadine if you are interested in participating in such a meeting.

Very truly yours,

Peter

Peter M. Chester

Executive Director, UCOP-Labor Relations

(office) 510-987-9919

(cell) 510-812-1627

This email message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and/or privileged information protected by law. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by replying to this email or call (510) 987-9919 and destroy all copies of the original message and any attachments. Thank you for your time and cooperation.

From: President <president@uaw2865.org>

Sent: Wednesday, January 15, 2020 4:00 PM

To: Peter Chester <Peter.Chester@ucop.edu>

Cc: Veronica Garcia <Veronica.Garcia@ucop.edu>; Nadine Fishel <Nadine.Fishel@ucop.edu>

Subject: UAW 2865 Demand to Bargain

Dear Peter and Nadine,

Attached is a letter regarding what I hope are our mutual interest in bargaining to resolve the severe rent burden experienced by Academic Student Employees at the University of California.

best,

Kavitha Iyengar

UAW 2865 President

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Kavitha Iyengar

UAW 2865 President

JD/PhD Candidate, UC Berkeley School of Law

EXHIBIT
"E"

From: Kavitha Iyengar <kliyengar@gmail.com>
Date: January 21, 2020 at 6:16:54 PM PST
To: Nadine Fishel <Nadine.Fishel@ucop.edu>
Cc: Mike Miller <mikemilleruaw@gmail.com>, Veronica Garcia <Veronica.Garcia@ucop.edu>
Subject: re: Demand to Bargain

Hi Nadine,

UAW 2865 is in receipt of Peter Chester's letter of January 18th. As you know, he is responding to the Union's request to bargain over the impact of rising housing costs on our members. Without waiving our position that negotiations are the proper way to address this concern, we will at this time agree to a special Joint Labor-Management meeting to begin discussions on this important concern to our members. When would your team be available?

best,
Kavitha

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Kavitha Iyengar
UAW 2865 President
JD/PhD Candidate, UC Berkeley School of Law

EXHIBIT
"F"

NEWSCENTER

Chancellor announces two new programs to support graduate students

To: UC Santa Cruz Community

From: Chancellor Cynthia Larive

January 27, 2020

In September, I shared with our community my vision for UC Santa Cruz and the four goals that would help us define success. The first two — solidifying our status as a research leader and promoting student success — go to the heart of ensuring our educational and research excellence, and are issues that I would like to address today.



Key to achieving these goals is strengthening and diversifying our graduate programs. Though graduate students in doctoral and masters of fine arts programs are supported through fellowships, research and teaching assistantships, the cost of housing in Santa Cruz County remains a financial burden for many. The ability of UC Santa Cruz to address this need is hampered because our campus ranks at the bottom of the UC system relative to the number of graduate housing units. We simply have nowhere near the number of units we need to support our graduate students.

If we are to continue to pioneer and transform research through the application of diverse perspectives, we must demonstrate our commitment by ensuring that we can attract and support the best qualified and most innovative graduate students. To that end, I am pleased to announce two new programs:

- First, beginning in fall 2020, we will offer new and continuing doctoral students support packages for five years (two years for MFA students). These packages will have a minimum level of support equivalent to that of a 50 percent teaching assistantship.
- Second, until more graduate-level student housing becomes available, we are instituting an annual housing supplement of \$2,500 for doctoral and MFA students offered through the Graduate Division.

These two new programs further enhance the overall financial package our doctoral and MFA students receive to assist them in their academic progress and pursuit of an advanced degree.

Also, integral to our commitment to educational excellence is our obligation to our undergraduate students, which requires that we do everything possible to ensure their success. We know that a degree from UC Santa Cruz has the potential to change the trajectory of lives. Unfortunately, recent actions by some graduate students to withhold or delete grades only hurts the very students who depend on us.

When students do not have grades, it can profoundly impact financial aid, as well as the ability of some students to enroll in needed classes, apply for graduation, or even declare a major. It also can impact requirements of student athletes, student veterans, and those under academic review. Withholding grades also makes it more difficult for us to work together on tangible steps that we can take to help address the core, underlying issue — our lack of affordable housing.

UC Santa Cruz has a proud history of activism, and the university is committed to ensuring that all people may exercise the constitutionally protected rights of free expression, speech, and assembly. And while I commend our students for drawing attention to a very real problem, I am extremely disappointed that some graduate students chose to do so in a way that was unsanctioned by their union and is harmful to our undergraduate students, many of whom are struggling themselves. As this grade strike continues, I am deeply concerned about the impact on undergraduates. Therefore, graduate students who do not submit grades by Feb. 2, 2020, will receive a written disciplinary warning in accordance with the UC/UAW contract. Students alleged to have deleted grades will receive a student conduct summons.

A lack of affordable housing is not a problem unique to Santa Cruz. It is endemic to California. I sympathize with students who are impacted by the lack of affordable housing locally, as well as the generally high cost of living here. I believe the introduction of these two new programs demonstrates a commitment to our graduate students and will make a significant and tangible impact on their lives.

There is no doubt that more work needs to be done and I'm looking forward to collaborating on new ways of addressing ongoing problems. UC Santa Cruz is on a great trajectory and I'm confident that by working together we will be able to continue to achieve educational and research excellence.

EXHIBIT
"G"

From: Garrett Shishido Strain <garretts@uaw2865.org>
Date: February 5, 2020 at 9:46:30 PM PST
To: Nadine Fishel <Nadine.Fishel@ucop.edu>
Cc: Haley Mcinnis <hmcinnis@ucsd.edu>, Mike Miller <mikemilleruaw@gmail.com>, Veronica Garcia <Veronica.Garcia@ucop.edu>
Subject: Electronic Copies of the UAW 2865 Cost of Living Framework and Powerpoint Presentation

Hi Nadine,

It was good engaging with the University today regarding cost of living issues facing ASEs. We look forward to future conversations about this important topic. Please let us know at your earliest convenience when the University is available to meet again.

In the meantime, I have attached electronic copies of the cost of living framework document and the powerpoint presentation from today. Let us know if you have any questions about either of these documents.

Garrett

UAW 2865 Framework to Address Cost of Living Issues Facing ASEs at the University of California

THE PROBLEM:

ASEs Are Caught In a Rent Burden Crisis

- The vast majority of Academic Student Employees (ASEs) are rent-burdened, as ASE compensation has not kept pace with the skyrocketing cost of on- and off-campus housing across the UC system.
- According to a 2017 UCOP report, graduate students spend, on average, \$1,140 per month on housing costs (rent plus utilities) UC-wide.¹
- In 2019, we estimate that a typical 50% GSI/TA spends between 38% and 60% of their pre-tax income on housing costs², depending on campus. ASEs at *all* UC campuses are therefore considered rent-burdened by the U.S. Department of Housing and Urban Development.³

Rent Burden Disproportionately Impacts International ASEs

- Restrictive visa rules prevent the vast majority of international ASEs from working more than 20 hours a week on campus, or at any off-campus job, to pay for expenses.
- Additionally, many international graduate students are forced to pay \$15,102 annually in Non-Residential Supplemental Tuition (NRST) as a condition of employment at UC.⁴
- As a result, many international ASEs incur significant debt while in graduate school to pay for housing, NRST, and basic living expenses.

Rent Burden is Damaging UC's Ability to Recruit and Retain Top Graduate Students

- According to findings from UCOP's 2017 Graduate Student Support Survey, "The cost of living differential between UC campuses and non-UC institutions is significant and contributes to UC's competitive disadvantage."⁵
- When comparing their top-choice UC and non-UC institutions, survey respondents rated "Availability of Affordable Housing" and "Amount of Financial Support" as the two most negative factors against attending UC.⁶
- UCOP's report concludes that "There is ongoing concern about UC's ability to attract the best graduate students – particularly nonresident domestic and international students."⁷

THE SOLUTION:

UAW Local 2865 has a three-point proposal to eliminate ASE rent-burden and improve the ability of UC graduate programs to attract and retain top graduate students: 1) provide all ASEs with a housing stipend

¹ <https://www.ucop.edu/student-affairs/files/GCOAS%20Report%202017.pdf>, Pg. 4-5. This number is even higher today as rents have only increased since 2017.

² See the table in the Appendix.

³ https://www.hud.gov/program_offices/comm_planning/affordablehousing/. ASEs who pay 30% or more of their income on rent are considered rent-burdened by HUD.

⁴ <https://www.ucop.edu/operating-budget/files/fees/201920/2019-20.pdf>

⁵ <https://www.ucop.edu/student-affairs/files/GSSS%20report%202017.pdf>, Pg. 4

⁶ <https://www.ucop.edu/student-affairs/files/GSSS%20report%202017.pdf>, Pg. 21

⁷ <https://www.ucop.edu/student-affairs/files/GSSS%20report%202017.pdf>, Pg. 22

to eliminate rent burden; 2) eliminate rent burden in existing on-campus housing; and 3) build more affordable, on-campus social housing.

Provide all ASEs With a Housing Stipend to Eliminate Rent Burden

- Given the lack of affordable housing stock on each campus, UC must provide ASEs with a housing stipend calibrated to the cost of housing facing ASEs on each campus in order to address the immediate rent-burden crisis.
- There is precedent at UC for providing housing stipends to student employees: UC has already agreed to housing stipends in collective bargaining with medical interns and residents at UCSD⁸, UCLA⁹, and UCSF¹⁰.
- The housing stipend for each campus should equal the amount of additional compensation – factoring in the cost of unremitted mandatory student fees, which ASEs must pay as a condition of employment, and the average amount graduate students on each campus pay in housing costs – needed to bring the typical 50% FTE Teaching Assistant out of rent burden.
- This calculation yields a monthly housing stipend of the following amounts for each campus: 2,344 (Berkeley), \$1,553 (Davis), \$1,084 (Irvine), \$2,629 (Los Angeles), \$770 (Merced), 1,234 (Riverside), \$1,422 (San Diego), \$1,808 (Santa Barbara), \$2,285 (Santa Cruz). See the appendix for more details on these calculations.
- We propose that the University increase these housing stipends on a yearly basis to ensure that ASEs do not become rent burdened as a result of future increases in housing costs.

Eliminate rent burden in existing on-campus housing

- The vast majority of ASEs who live in UC on-campus housing still experience rent burden. Currently, the only on-campus units at UC which do not leave 50% FTE TAs rent burdened are Russell Park (3-bedroom) at UC-Davis, One Miramar Half and Rita Atkinson Half¹¹ at UC-San Diego, Verano Place (3-bedroom) at UC-Irvine, and University Village (3 Bedroom Family Housing) at UCLA. Very few ASEs have access to live in one of these units.
- UC must reduce the rent at its housing units to rates that eliminate the rent burden currently experienced by on-campus ASE tenants.

Build more affordable, on-campus social housing

- Given the lack of affordable on-campus housing, the majority of ASEs are forced to find housing – often far away from campus – in the private market, where rental rates are skyrocketing across the state.
- UC must also address the rent burden crisis by dramatically increasing the amount of affordable on-campus social housing so that all ASEs have the option of living on-campus without rent burden.

⁸ https://ucnet.universityofcalifornia.edu/labor/bargaining-units/m6/docs/m6_2018-2021_00_complete.pdf, Section 20

⁹ <https://ucnet.universityofcalifornia.edu/labor/bargaining-units/m4/index.html>, Article 12

¹⁰ <https://ucnet.universityofcalifornia.edu/labor/bargaining-units/m2/index.html>, Article 27

¹¹ However, Rita Atkinson is being converted to undergraduate-only housing at the end of the 2019-20 academic year.

Appendix

We calculate the monthly housing stipend needed to bring the typical 50% FTE TA out of rent burden using the following formula:

Monthly Housing Stipend = (UC Campus's Average Monthly Graduate Student Housing Cost / 29%) – (50% FTE Monthly TA Salary – Cost of Unremitted Mandatory Fees, which ASEs must pay as a condition of employment, converted to monthly payments)

This formula yields a housing stipend amount which, when added to the post-fee monthly TA salary, ensures that the typical ASE spends only 29% of their income on housing costs, thus eliminating rent burden. Given that the UCOP report, "Findings from the Graduate and Professional Student Cost of Attendance Survey 2016-17", uses 2017 figures to estimate the average housing costs paid by UC graduate students, we update these costs by assuming that they increased from 2017 to 2019 at the same rate as the Zillow Rent Index (ZRI) for a 3-bedroom apartment in the city in which each UC is located.¹² Table 1 lists the housing stipend amounts that would apply to domestic ASEs and international ASEs who receive remission of Non-Residential Supplemental Tuition (NRST).

Table 1: Housing Stipend Amounts for Domestic ASEs and International ASEs with NRST Remission

Campus	Unremitted Mandatory Fees paid as a condition of employment (Monthly Basis)¹³	Post-Fee Monthly TA Salary	Average Monthly Housing Cost (Rent + Utilities) UCOP Report	Total Monthly Housing Stipend Amount Needed to Eliminate ASE Rent Burden
Berkeley	\$179.61	\$2,255.00	\$1,333.67	\$2,343.88
Davis	\$80.90	\$2,353.71	\$1,133.03	\$1,553.27
Irvine	\$62.12	\$2,372.49	\$1,002.31	\$1,083.76
Los Angeles	\$9.59	\$2,425.02	\$1,465.72	\$2,629.20
Merced	\$37.44	\$2,397.17	\$918.42	\$769.79
Riverside	\$80.02	\$2,354.59	\$1,040.65	\$1,233.87
San Diego	\$175.71	\$2,258.90	\$1,067.57	\$1,422.38
Santa Barbara	\$76.00	\$2,358.61	\$1,208.17	\$1,807.51
Santa Cruz	\$104.23	\$2,330.38	\$1,338.59	\$2,285.45

¹² <https://www.ucop.edu/student-affairs/files/GCOAS%20Report%202017.pdf>, Zillow Data from <https://www.zillow.com/research/data/>. In cities where 2017 data was unavailable we interpolated using the 2018 to 2019 growth rate.

¹³ All fees and salaries are calculated on a monthly basis using a 9-month academic year, so that monthly fees are total annual fees divided by 9, and monthly pay is \$2434.61.

Table 2 lists the housing stipend amounts for international ASEs who are forced to pay Non-Residential Supplemental Tuition (NRST) as a condition of employment. Their housing stipends are larger because of the negative impact of NRST on take-home pay. To eliminate rent burden facing international ASEs, the University must either provide the Table 2 housing stipend amounts or remit NRST and provide the Table 1 amounts.

Table 2: Housing Stipend Amounts for International ASEs without NRST Remission

Campus	Unremitted Mandatory Fees Paid as a condition of employment, including NRST (Monthly Basis)	Post-Fee Monthly TA Salary	Average Monthly Housing Cost (Rent + Utilities) UCOP Report	Total Monthly Housing Stipend Amount Needed to Eliminate Int'l ASE Rent Burden
Berkeley	\$1,857.61	\$577.00	\$1,333.67	\$4,021.86
Davis	\$1,758.90	\$675.71	\$1,133.03	\$3,231.29
Irvine	\$1,740.12	\$694.49	\$1,002.31	\$2,761.75
Los Angeles	\$1,687.59	\$747.02	\$1,465.72	\$4,307.19
Merced	\$1,715.44	\$719.17	\$918.42	\$2,447.80
Riverside	\$1,758.02	\$676.59	\$1,040.65	\$2,911.86
San Diego	\$1,853.71	\$580.90	\$1,067.57	\$3,100.38
Santa Barbara	\$1,754.00	\$680.61	\$1,208.17	\$3,485.49
Santa Cruz	\$1,782.23	\$652.38	\$1,338.59	\$3,963.45

UAW 2865 Framework to Address Cost of Living Issues Facing ASEs at the University of California

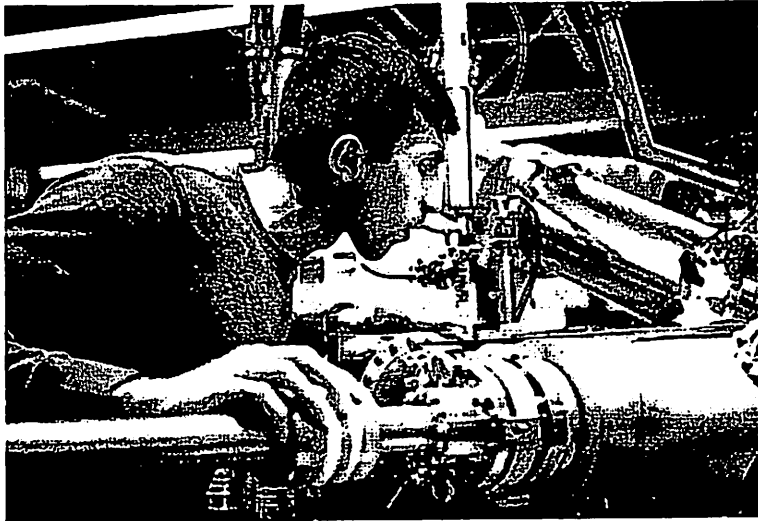


ASEs Are Caught in Rent Burden Crisis



- The Federal Government defines rent burden as spending 30 percent or more of your pretax income on housing costs (rent + utilities). This is a widely accepted measure of rent burden.
- According to UCOP survey figures on graduate student housing costs, a typical 50% GSI/TA spends between 38% and 60% of their pre-tax income on housing costs. ASEs at *all* UC campuses are therefore rent-burdened.

Rent Burden Hurts UC's Competitiveness



UC Graduate Student Support Survey:
Trends in the Comparability of Graduate
Support Stipends

Office of the Vice President for Student Affairs
Student Financial Support
November 2017

- According to UCOP's 2017 GSSS report: "The cost of living differential between UC campuses and non-UC institutions is significant and contributes to UC's competitive disadvantage."
- Two most negative factors against attending UC: "Availability of Affordable Housing" and "Amount of Financial Support"

Int'l ASEs are Even Worse Off



- Visa rules prevent the vast majority of international ASEs from working more than 20 hours a week on campus to pay for expenses.
- Non-Residential Supplemental Tuition (NRST) lowers take-home income by \$15,102 -- a condition of employment at UC.
- Many international ASEs incur significant debt while in graduate school.

Scale of the Rent Crisis

Campus	Post-Fee Monthly TA Salary	2019 Average Monthly Housing Cost (UCOP Report, Zillow-adjusted)	Housing Cost Share of Income
Berkeley	\$2,255.00	\$1,333.67	59.14%
Davis	\$2,353.71	\$1,133.03	48.14%
Irvine	\$2,372.49	\$1,002.31	42.25%
Los Angeles	\$2,425.02	\$1,465.72	60.44%
Merced	\$2,397.17	\$918.42	38.31%
Riverside	\$2,354.59	\$1,040.65	44.20%
San Diego	\$2,258.90	\$1,067.57	47.26%
Santa Barbara	\$2,358.61	\$1,208.17	51.22%
Santa Cruz	\$2,330.38	\$1,338.59	57.44%

Housing Stipend to Eliminate Rent Burden

Campus	Total Monthly Housing Stipend Amount (UCOP Data)
Berkeley	\$2,343.88
Davis	\$1,553.27
Irvine	\$1,083.76
Los Angeles	\$2,629.20
Merced	\$769.79
Riverside	\$1,233.87
San Diego	\$1,422.38
Santa Barbara	\$1,807.51
Santa Cruz	\$2,285.45

- Housing stipend calibrated to the costs at each campus
- Precedent: Stipend in collective bargaining with medical interns and residents (UCSD, UCLA, UCSF)
- Stipend shall: bring ASEs out of rent burden and increase alongside housing costs year-to-year

Scale of the Rent Crisis (Int'l)

Campus	Post-Fee Monthly TA Salary	2019 Average Monthly Housing Cost (UCOP Report, Zillow)	Housing Cost Share of Post-Fee Income	Total Monthly Housing Stipend Amount Needed to Eliminate Int'l ASE Rent Burden
Berkeley	\$577.00	\$1,333.67	231.14%	\$4,021.86
Davis	\$675.71	\$1,133.03	167.68%	\$3,231.29
Irvine	\$694.49	\$1,002.31	144.32%	\$2,761.75
Los Angeles	\$747.02	\$1,465.72	196.21%	\$4,307.19
Merced	\$719.17	\$918.42	127.71%	\$2,447.80
Riverside	\$676.59	\$1,040.65	153.81%	\$2,911.86
San Diego	\$580.90	\$1,067.57	183.78%	\$3,100.38
Santa Barbara	\$680.61	\$1,208.17	177.51%	\$3,485.49
Santa Cruz	\$652.38	\$1,338.59	205.19%	\$3,963.45

Eliminate Rent Burden in Existing On-Campus Housing

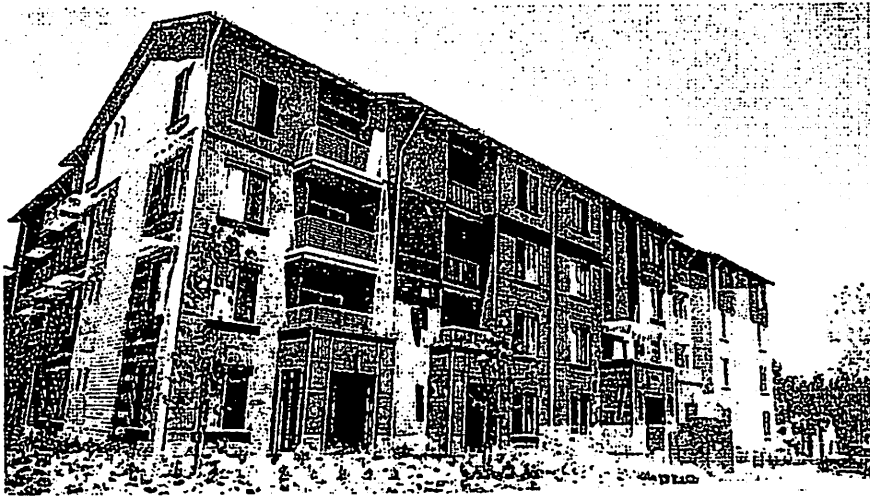


WEYBURN TERRACE

	STUDIO	ECONOMY STUDIO*	2/2 APARTMENT
Total Contract	18,963.96	18,387.96	16,827.96
Monthly Plan			
Initial Payment	1,580.33	1,532.33	1,402.33
Monthly Installments	1,580.33	1,532.33	1,402.33

- The vast majority of on-campus UC housing units charge rents that leave ASEs rent burdened
- Reduce rent of on-campus housing to eliminate rent burden experienced by on-campus ASE tenants

More Affordable, On-Campus Housing



- The majority of ASEs are forced to find housing in the private market
- Increase the amount of affordable on-campus social housing so all ASEs have the option of living on-campus without rent burden.

EXHIBIT
"H"

From: Nadine Fishel <Nadine.Fishel@ucop.edu>
Date: February 6, 2020 at 8:31:45 AM PST
To: "Mike Miller (mikemilleruaw@gmail.com)" <mikemilleruaw@gmail.com>
Cc: "Garrett Shishido Strain (garrett.strain@gmail.com)"
<garrett.strain@gmail.com>, Veronica Garcia <Veronica.Garcia@ucop.edu>,
"Amy K. Lee" <Amy.Lee2@ucop.edu>
Subject: JLMC - Housing

Dear Mike:

Thank you to you and the UAW 2865 team for participating in the meet and discuss session with the University on Wednesday, February 5th convened pursuant to Article 16 of the Agreement. The University appreciated the information provided by the UAW and the constructive dialogue regarding the lack of availability of affordable housing on and around UC campus locations for all students, including Academic Student Employees. The University will share the information internally with leadership, most notably graduate deans and vice provosts.

As stated at the meeting yesterday, the University is not interested in reopening the collective bargaining agreement, which is closed and locked up through June 30, 2022, in order to engage in the formal meet and confer process. Nevertheless, the University acknowledges that the scarcity of affordable housing is a genuine issue that the University is both concerned about and willing to continue discussing with the UAW as part of the joint labor management process.

Sincerely,

--Nadine

Nadine Fishel

Associate Director-Labor Relations

UNIVERSITY OF CALIFORNIA

OFFICE OF THE PRESIDENT

(510) 987-0434 (510) 504-4922

nadine.fishel@ucop.edu

UNIVERSITY OF CALIFORNIA **BOLDLY**
CALIFORNIAN

EXHIBIT

"I"

----- Forwarded message -----

From: President <president@uaw2865.org>

Date: Tue, Feb 11, 2020 at 9:42 PM

Subject: Meeting with UAW 2865

To: Lori Kletzer <lkletzer@ucsc.edu>

Cc: Mike Miller <mikemilleruaw@gmail.com>, Jennifer Schiffner <jschiffn@ucsc.edu>, <Peter.Chester@ucop.edu>, Nadine Fishel <nadine.fishel@ucop.edu>, Veronica Hamilton <vhamilto@ucsc.edu>, Sarah Mason <sarahsarahmason@gmail.com>

Dear Lori,

My name is Kavitha Iyengar and I am the President of UAW 2865. In an ongoing effort to resolve the work stoppage at Santa Cruz and to continue meeting our obligations under Article 19 of the UAW 2865-UC CBA, I'm writing to offer to meet to discuss a resolution of this matter.

I also want to make sure that you have seen the union's demand to bargain over cost of living issues. We welcome any negotiations over cost of living, including matters specific to Santa Cruz.

Sincerely,
Kavitha Iyengar
UAW 2865 President

--

Kavitha Iyengar
UAW 2865 President
JD/PhD Candidate, UC Berkeley School of Law

EXHIBIT
"J"

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

EXECUTIVE VICE PRESIDENT - CHIEF OPERATING OFFICER

OFFICE OF THE PRESIDENT
1111 Franklin Street, 12th Floor
Oakland, CA 94607-5200
510/987-0500

February 12, 2020

Mike Miller
UAW Local 2865
2030 Addison St. 640B
Berkeley, CA 94704
Sent Via Email: mmiller@uaw.net

Dear Mike:

The purpose of this letter is to reiterate that the ongoing wildcat strike by the Academic Student Employees (ASEs) at UC Santa Cruz is illegal and is in violation of the collective bargaining agreement between the UAW and the University of California. As has been communicated, this strike must cease immediately. Second, as we have unequivocally stated in previous communications, the University is not willing to reopen the collective bargaining agreement covering the ASEs which does not expire until June 30, 2022 nor are we interested in negotiating a sideletter to the contract. Finally, the University hereby reiterates its demand that the systemwide UAW take affirmative steps to bring the illegal strike activity at UC Santa Cruz to a close.

We expect that the UAW respond to this concern swiftly since one of the major benefits a collective bargaining agreement affords is labor peace for both the University and the Union. These illegal actions by the ASEs violate this covenant.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rachael Nava".

Rachael Nava
Executive Vice President - Chief Operating Officer

A handwritten signature in cursive script, appearing to read "Peter Chester".

Peter Chester
Executive Director, Labor Relations

cc: President Napolitano
Provost Brown
Chancellor Larive
Provost Kletzer
EVP, Chief Operating Officer Nava
Interim Vice President of Systemwide HR Lloyd
Vice Provost Carlson
Director Lee
Associate Director Fishel
Manager Garcia

EXHIBIT
"K"



1111 Franklin Street
Oakland, CA 94607-5200
Phone: (510) 987-9074
<http://www.ucop.edu>

February 14, 2020

An Open Letter to Faculty, Staff and Students at UC Santa Cruz

Dear Faculty, Staff and Students:

The University of California respects its labor unions and its unionized workers. They provide valuable services throughout the University, from gardening and food service on our campuses to patient care in our hospitals to lecturers in our classrooms. The obligations between the University and its unions are negotiated and memorialized systemwide in collective bargaining agreements, which must be voted on and ratified by the union membership. With respect to the collective bargaining agreement between the University and Academic Student Employee - Teaching Assistants (TAs) and their union, the United Auto Workers (UAW), the TAs received the following benefits:

- A waiver of tuition, plus a \$300 campus fee remission
- 3% annual wage increases (in line with other University employees)
- A child care subsidy of \$3,300 per year (unique to TAs)
- A one-time signing bonus
- A complete remission of any health care premiums

In exchange for these guaranteed benefits, the University received a contractual promise that the TAs would not strike while the collective bargaining agreement was in effect through June 30, 2022.

Consequently, the wildcat strike by UC Santa Cruz TAs, where a number of TAs have withheld or deleted fall grades and are refusing to teach classes, is unauthorized and in direct violation of the existing collective bargaining agreement. The striking TAs have asked whether the University would either re-open the agreement or negotiate a separate side letter with them to provide a Cost-of-Living Adjustment (COLA) over and above the wage increase already in the agreement to account for the high cost of housing in Santa Cruz.

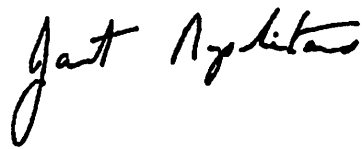
The University will not re-open the agreement or negotiate a separate side-letter. To accede to the demands of a group of employees engaged in an unauthorized wildcat strike would undercut the very foundation of an agreement negotiated in good faith by the UAW and ratified by thousands of members across the system.

We are sympathetic to the high cost of housing in Santa Cruz and the pressure this puts on TAs, but a wildcat strike is not the way to get relief. Chancellor Larive has already proposed two measures to help graduate students: a \$2,500 need-based housing fellowship; and for doctoral students a 5-year, funding program at the minimum support level of a 50 percent teaching assistantship. We can work together to persuade our legislators in Sacramento to support the University's request for more graduate student support. We could also work together to develop other legislative proposals to speed the construction of student housing.

However, holding undergraduate grades hostage and refusing to carry out contracted teaching responsibilities is the wrong way to go. Therefore, participation in the wildcat strike will have consequences, up to and including the termination of existing employment at the University.

It should not come to this. We urge the striking TAs to turn in their grades and return to the classroom. The TAs must honor their side of the bargain, just as the University must honor its commitments. The wildcat strike must come to an end.

Yours very truly,

A handwritten signature in black ink, reading "Janet Napolitano". The signature is written in a cursive, flowing style.

Janet Napolitano
President

EXHIBIT
"L"

----- Forwarded message -----

From: Interim CP/EVC Lori Kletzer <officeofcpevc@ucsc.edu>

Date: Mon, Feb 24, 2020 at 7:41 AM

Subject: Clarification of programs offered to graduate students

To:

Feb. 24, 2020

To: Faculty and graduate students
From: Interim Campus Provost and Executive Vice Chancellor Lori Kletzer
Subject: Clarification of programs offered to graduate students

Last week, acting Vice Provost and Dean of Graduate Studies Quentin Williams and I met with graduate students, department chairs, and faculty regarding the grading and teaching strike. We came away with a strong sense of our shared commitment to supporting our graduate students. We also heard genuine confusion about the quality and scope of these programs. In an effort to find a way forward together as a community, I would like to clarify the programs and describe new details that resulted from our conversations.

We heard concerns that making the \$2,500 housing supplement “needs-based” would disqualify many from eligibility, particularly international students. To address this concern, we will remove the “needs-based” condition, to allow full-time, in-residence doctoral students within their first five years, and Master of Fine Arts students in their first two years, to receive the supplement. We also heard concerns that the cost of the housing supplement would be borne by departments. That is not the case. The housing supplement will be centrally funded. In addition, we commit to regular reviews of program funding levels.

We also heard many concerns from students and faculty about the letters of warning remaining in our graduate students’ employment files as they move forward. They are concerned that the letter may impact future employment on campus and in their post-graduation careers. To address this concern, we are committed to the following:

For students who immediately resume all of their TA/GSI appointment obligations, including teaching and holding regularly scheduled sections and office hours, and for whom we have verified submission of fall, winter and spring grades, we will rescind their letter of warning at the end of this academic year.

Additionally doctoral and MFA students who resume their TA/GSI appointment obligations will receive the \$2,500 housing supplement retroactive to Sept. 1, 2019, for the 2019-20 academic year. Doctoral and MFA students supported through GSR/Fellowship appointments will be included in the retroactive receipt of the housing supplement available at the end of the academic year.

I want to take this opportunity to clarify that fall-grade submission, including the removal of the temporary P grade, will be verified on Thursday, Feb. 27. This provides instructors of record and course-sponsoring units the time needed to submit final course grades once they have full grading information from fall TAs.

I am grateful for the honest conversations I have had with members of our community over the past weeks. My hope is that this message provides clarification and assurance of next steps. The opportunities

described here are intended to help bring our campus community back to its teaching, learning, and research mission.

EXHIBIT
"M"

----- Forwarded message -----

From: Lisa García Bedolla Vice Provost for Graduate Studies and Dean of the Graduate Division
(campus-wide) <CALmessages@berkeley.edu>

Date: Mon, Feb 24, 2020 at 4:01 PM

Subject: UC Berkeley's commitment to its graduate students

To: <calmessages_communication@lists.berkeley.edu>



Dear Campus Community,

Graduate students reflect the very best of Berkeley and are invaluable contributors to the teaching, research and public service mission of the university. Each year, Berkeley annually awards the most doctoral degrees in the nation — close to 900 — and serves more than 11,800 doctoral, master's and professional students.

As you may be aware, the UC system reached a four-year contract with the University's more than 11,000 academic student employees represented by UAW in August 2018 and that agreement is in place through June 2022. We, as well as the graduate students represented by the UAW, are bound by the terms of this agreement and the UC system has decided not to re-open the agreement. Nevertheless, campus leadership has been engaged in ongoing conversations with union leadership to discuss issues related to student funding and basic needs. To this end, we have invited the UAW and Graduate Assembly to share their perspectives on these issues at a meeting with us.

Following the graduate student rally on Sproul Plaza on Friday, Feb. 21, campus leadership received a letter with a list of demands, primarily addressing cost of living adjustments and concerns related to the strike at UC Santa Cruz. We thank the graduate student community for sharing their concerns.

With a large graduate student population comes significant challenges in ensuring financial support that allows our students to pay for housing and other living expenses. In the 2017 University of California Cost of Attendance Survey, UC Berkeley students reported the third highest housing costs in the UC system, as well as one of the highest monthly costs for the dependent care and food-related expenses.

To address these concerns, UC Berkeley is working to increase our inventory of graduate student housing, augment our multi-year funding packages, and streamline our systems for providing emergency aid to students in need.

Between 2009–10 and 2018–19, total financial support for graduate students has increased by 48%, including a 45% increase in funding for Graduate Student Instructors and a 56% increase in university fellowship awards. It is one of our highest priorities to further increase this support over the next four years.

The Graduate Division is committed to increasing funding for our graduate students and making that support more predictable. We appreciate these funding decisions are made at the department level and are committed to working with departments to find ways to provide as much financial security as possible for our graduate students. We also remain committed to increasing the availability of both merit- and need-based support for all graduate students, including master's and professional students.

We have vowed to double campus housing for students in the next 10 years and to prioritize students' basic needs as part of the university's strategic plan. Through a mixture of new construction and leases, the university is on track to expand our transit-friendly housing inventory by an additional 400 beds for undergraduate and graduate students in 2021.

Berkeley remains committed to supporting its graduate students — mind, body, and soul — throughout their educational journey and to working with graduate student leaders to find solutions to our ongoing challenges.

Sincerely,

Lisa García Bedolla

Vice Provost for Graduate Studies and Dean of the Graduate Division

Eugene Whitlock

Assistant Vice Chancellor, Human Resources/Chief People & Culture Officer

This message was sent to all members of the UC Berkeley campus community.

Please do not reply to this message.

A large black rectangular redaction box covering several lines of text. A small white square icon with a black 'x' is visible in the top-left corner of the redacted area.

x

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Sent from my Phone