

GETUP-UAW

Local 5124

UNION CONTRACT ADMINISTRATION

April 2026



SECTION 1: FOUNDATIONAL BASICS

ARTICLES:

- 1. RECOGNITION**
- 2. DURATION**



WHAT IS A COLLECTIVE BARGAINING AGREEMENT?

A collective bargaining agreement (CBA), or union contract, is a legally binding and enforceable agreement between an employer and a union that governs the terms and conditions of employment for covered employees.



A copy of the finalized contract can be found [here](#).



WHO IS IN THE UNIT?

The agreement covers graduate and professional students who provide **research or instructional services** for the University in **Philadelphia**, including those who serve as:

1. Teaching Assistants
2. Teaching Fellows
3. Research Assistants
4. Research Fellows
5. Pre-Doctoral Trainees
6. and Student Workers

Excluded from the unit are:

Educational Fellowship Recipients and/or students pursuing professional degrees in **the Vet School, the Dental School, and the Medical School** **except** for professional students in those programs who are pursuing a joint degree and who qualify for inclusion by virtue of their **research or instructional service for the University** in conjunction with their other graduate or professional program.

Note: Graduate Workers (GWs) may move in and out of the unit as they take on, change, or adjust their positions.

ARTICLE: RECOGNITION

This article officially recognizes the union as the only group that can speak on behalf of these graduate workers when it comes to things like pay, work hours, and working conditions.



KEY DATES & CONTRACT TERMS

Contract Period: February 27, 2026 – June 1, 2028

1. Contract was effective immediately upon ratification on **February 27, 2026**.
2. Ends at midnight on **June 1, 2028**.
3. Increases to minimum stipend and hourly rate effective **April 1, 2026**.
4. University and Union must begin discussions at least 60 days before expiration date.



ARTICLE: DURATION

This article defines the length of the agreement, stating it remains in effect from February 27, 2026, through June 1, 2028, and requires both parties to begin discussions on a renewal at least 60 days before it expires.



SECTION 2: CORE PRINCIPLES

ARTICLES:

1. **JOB POSTING**
2. **APPOINTMENTS**
3. **COMPENSATION**
4. **JOB EXPECTATIONS & SCHEDULING OF WORK**
5. **UNION RIGHTS**
6. **TUITION & FEE REMISSION**
7. **EMPLOYMENT FILES**
8. **LEAVES**
9. **VACATION**
10. **HOLIDAYS**
11. **DISABILITY ACCOMONDATIONS**
12. **NON-DISCRIMINATION & HARRASSMENT**
13. **WORKERS' COMPENSATION**
14. **DISCIPLINE & DISMISSAL**
15. **GRIEVANCE & ABRITRATION**
16. **MANAGEMENT & ACADEMIC RIGHTS**
17. **INTELLECTUAL PROPERTY**
18. **WORKSPACE & MATERIALS**
19. **HEALTH & SAFETY**



JOB POSTING

University Discretion

University has full control over hiring decisions, including:

- Qualifications
- Selection process
- Final hiring decisions

Posting Expectations

Hiring units are encouraged to post open positions:

- Departmental websites, listservs, newsletters, etc.
- Applies except for roles tied to required appointments.

Communication & Transparency

- University will make reasonable efforts to notify graduate workers of openings.
- When posted, roles should include:
 - Duties
 - Pay
 - Hours
 - Duration
 - Application process

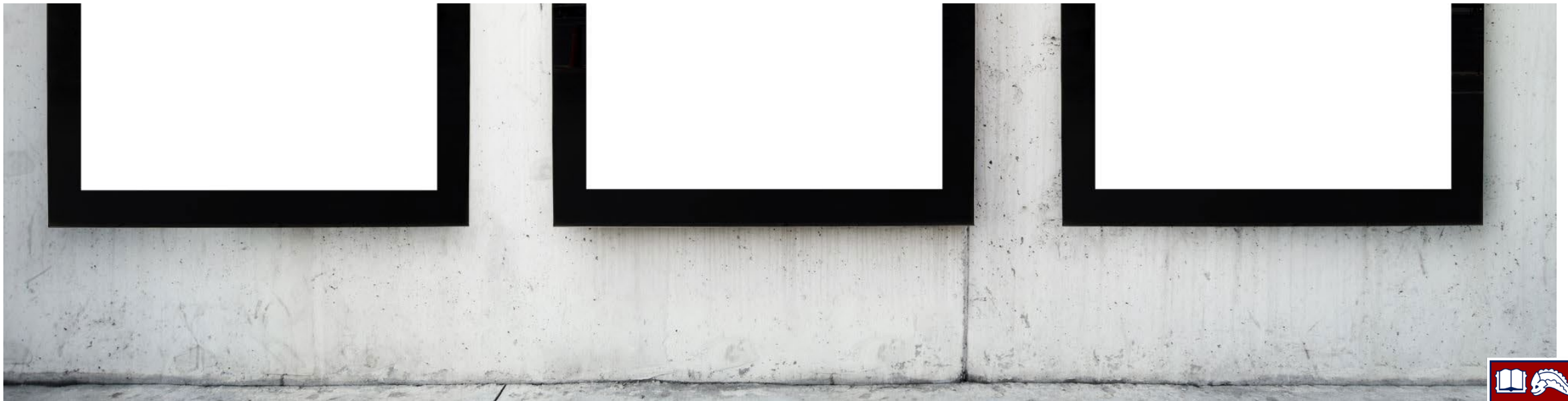
ARTICLE: JOB POSTING

This article affirms that hiring remains fully controlled by the University, with encouragement but not a requirement to post and communicate opportunities.



WHAT DOES THIS MEAN FOR ME?

- Hiring decisions remain at the University's discretion.
- **Posting positions** is encouraged but **not required** in all cases.
- When positions are posted, include key details such as duties, pay, hours, duration, and application process.
- Make reasonable efforts to communicate opportunities to GWs.



ARTICLE: JOB POSTING

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



APPOINTMENTS

Appointments are not guaranteed

The University decides who gets hired and into what role, even if a student has a funding package.

In the event the position described in the appointment letter **becomes unavailable** for any reason, the University will make **reasonable efforts to identify a comparable position** for the GW for the duration of the original appointment.

Nothing in this agreement, however, requires the University to place a GW in any comparable position or otherwise guarantees a GW any work or pay if a position is cancelled.

ARTICLE: APPOINTMENTS

This article affirms that the University controls hiring and job assignments and must provide clear appointment details; workers are only covered by the CBA when they are actively in a qualifying role.

SECTION 2: CORE ACTION ITEMS



APPOINTMENTS (*cont.*)

Appointment Notification

Applies to any new appointments that are made on or after **April 1, 2026**.

For semester or longer appointments, written appointment letters must be provided to GWs at least **14 calendar days before the appointment start** date whenever possible.

- If advance notice is not possible, the appointment letters must be provided within **7 days after the start** of the appointment.
- The terms and conditions in the appointment letter must be maintained for the term of the appointment, unless the GW is terminated.

If an appointment changes, a new appointment letter should be issued as soon as practicable.

Do not amend or create your own Appointment Letter for Graduate Students.

Please use only the **provided Template Appointment Letter**.

ARTICLE: APPOINTMENTS

This article affirms that the University controls hiring and job assignments and must provide clear appointment details; workers are only covered by the CBA when they are actively in a qualifying role.



APPOINTMENTS (*cont.*)

Contract specifies elements that must be included in the appointment letter. The Provost's Office is providing a template for you to use that includes all the required elements. The template will be available online at **XXX**.



Appointment Letter Requirements

1. Appointment **title**
2. Effective **dates** and **duration** of the appointment
3. Hiring unit and contact
4. The general terms of the appointment, including the amount of **compensation or hourly pay rate**, any other relevant benefits and anticipated first pay date and payment schedule
5. Anticipated work **location**
6. A **general description** of the anticipated responsibilities of the position
7. Anticipated **Expected hours**
8. The name of the anticipated faculty **supervisor**, if applicable
9. A statement that the **position is covered by this Agreement**

ARTICLE: APPOINTMENTS

This article affirms that the University controls hiring and job assignments and must provide clear appointment details; workers are only covered by the CBA when they are actively in a qualifying role.



WHAT DOES THIS MEAN FOR ME?

- Do not amend or create your own Appointment Letter for GWs. **Please use only the provided Template Appointment Letter.**
- Ensure the GW is entered into Workday by their start date and has completed required onboarding tasks, including **Section 1 of the I-9 by day one and Section 2 within 3 business days of the start date.**
- If advance notice is not possible, provide the letter **no later than 7 days after the start** of the appointment. (This does not negate timely Workday entry)
- Issue updated appointment letters when appointment terms change; maintain the terms in the appointment letter for the duration of the appointment unless the worker is terminated.
- If the position described in the appointment letter becomes unavailable, make reasonable efforts to identify a comparable position for the duration of the original appointment.



ARTICLE: APPOINTMENTS

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



COMPENSATION

New Rates Effective **April 1, 2026**
Additional **3%** increase on **July 1, 2027**

Stipended Workers

The annual minimum stipend for students in their guaranteed funding period will increase to **\$49,000** or by **3%**, whichever is greater:

- Examples:
 - Current Stipend: \$43,000 – New Stipend: \$49,000
 - Current Stipend: \$50,000 – New Stipend: \$51,500

Hourly Workers

The hourly rate will increase to **\$25/hour**, or by **3%**, whichever is greater:

- Examples:
 - Current : \$18/hour – New rate: \$25/hour
 - Current : \$35/hour – New rate: \$36.05/hour

ARTICLE: COMPENSATION

This article establishes minimum pay, annual increases, and payroll rules while maintaining flexibility for the University.



COMPENSATION (*cont.*)

Compensation Structure

1. **Pay based on appointment terms** and expected hours.
2. **Expected hours are estimates**, not guarantees.
3. **Workload and duties may be adjusted** prospectively.
4. **Additional pay** (*bonuses, extra work*) is allowed per policy.
5. **Paid Internships:** Will offset stipend during funded periods.
6. **No reduction in pay:** Current pay above minimum is protected.
7. **Late payments:** Corrected as quickly as possible once reported.
8. **Overpayments:** University notifies employee and repayment plan required.



ARTICLE: COMPENSATION

This article establishes minimum pay, annual increases, and payroll rules while maintaining flexibility for the University.

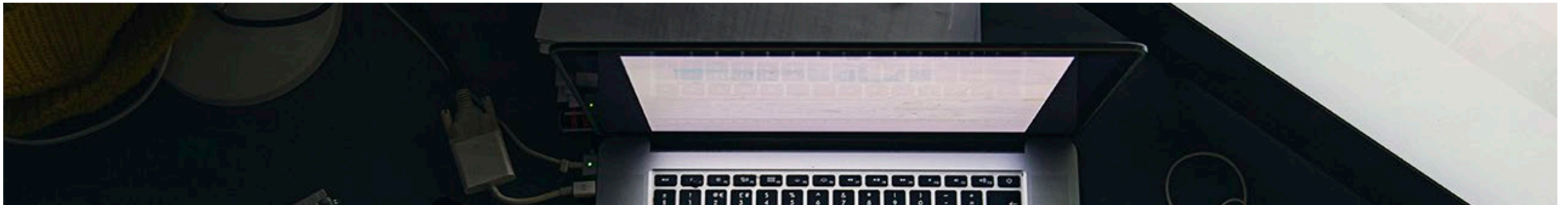


COMPENSATION (*cont.*)

To facilitate compliance with the CBA, the University is instituting the following restrictions for all appointments beginning on or after **July 1, 2026**:

- PhD, EdD, and dual-degree PhD students (*JD/PhD, MD/PhD, VMD/PhD*) must be paid monthly for all appointments.
- Master's and other professional students must be paid weekly for all appointments.

New job titles will be introduced in Workday consistent with these changes.



ARTICLE: COMPENSATION

This article establishes minimum pay, annual increases, and payroll rules while maintaining flexibility for the University.



WHAT DOES THIS MEAN FOR ME?

- Ensure students are appropriately paid monthly or weekly based on their degree program and are put in the appropriate job title in Workday and their pay meets the required minimum stipend or hourly rate.
- Apply increases as outlined, including effective dates.
- **Pay is based on appointment terms and expected hours**, which are estimates and may be adjusted prospectively.
- Additional pay is permitted in accordance with University policy.
- Address late payments as soon as they are identified.
- If overpayments occur, follow required notification and repayment processes.
- For compensation updates, ensure calculations are documented, retained, and attached to the Workday action.



WHAT DOES THIS MEAN FOR ME? (cont.)

- **Maintain accurate Workday data**
 - Ensure employee records, including job details, supervisory organizations, and status, are accurate and up to date at all times.
- **Update changes promptly**
 - Submit and approve transactions in Workday in a timely manner to avoid delays or inaccuracies in required reporting.
- **Be mindful of downstream impact**
 - Inaccurate or outdated information may result in incorrect union communications, eligibility issues, or compliance risks.
- **Partner when unsure**
 - Work with your **School HR** if you are unsure how or when to process a change to ensure data integrity.



JOB EXPECTATIONS & SCHEDULING OF WORK

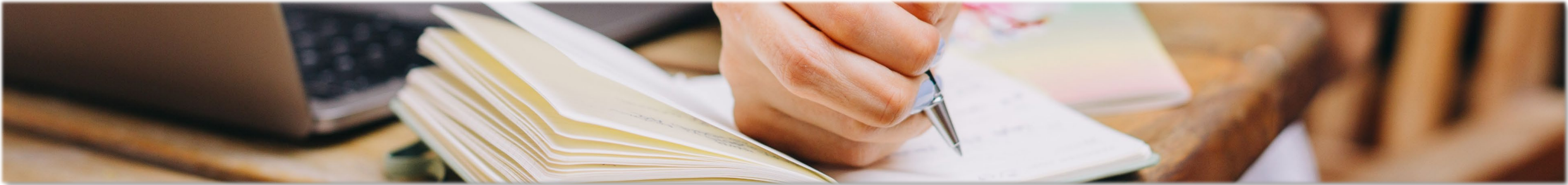
Workload Expectations

GWs cannot be required to work more than **20-hours per week** on average.

- **The 20-hour limit applies only to work covered by the agreement**, such as instructional or research services. It does not apply to a student's academic work, including work related to their own research, dissertation, or thesis.
- Supervisors should consider academic obligations when assigning work.

Academic Priority

- Academic progress and degree requirements remain separate.
- Work limits do not reduce academic expectations.



ARTICLE: JOB EXPECTATIONS & SCHEDULING OF WORK

This article establishes that graduate workers cannot be required to perform more than 20 hours of covered work per week on average during the academic year. Any additional work must be reviewed and approved to ensure compliance.



JOB EXPECTATIONS & SCHEDULING OF WORK

Scheduling & Meetings

- Work schedules vary based on teaching/research needs.
- **For meetings outside normal hours:**
 - Advance notice required
 - Virtual options may be offered (at supervisor discretion)
 - Missed meetings due to class may need to be made up

Workload Concerns

- If workload exceeds expectations the GW should raise with supervisor.
- Supervisor will review and adjust as needed, such as:
 - Reducing assignments
 - Adjusting appointment level



ARTICLE: JOB EXPECTATIONS & SCHEDULING OF WORK

This article establishes that graduate workers cannot be required to perform more than 20 hours of covered work per week on average during the academic year. Any additional work must be reviewed and approved to ensure compliance.



WHAT DOES THIS MEAN FOR ME?

- **Do not require work beyond the limit**
 - You may not require a GW to perform more than 20 hours per week on average of covered work.
- **Be mindful of total workload**
 - Consider all assigned responsibilities together to ensure the average does not exceed the limit.
- **Plan and prioritize assignments**
 - Assign work thoughtfully and adjust expectations as needed to stay within limits while supporting academic progress.
- **Address concerns early**
 - If a graduate worker raises workload concerns, review promptly and make adjustments to ensure compliance.
- **Seek guidance before exceeding limits**
 - If additional work is needed, connect with your **School HR** before moving forward to ensure appropriate review and approval.



UNION RIGHTS

Access campus

Union representatives can come on campus to conduct union business, if they follow University policies and give advance notice when possible.

Have representatives (shop stewards)

Union representatives can handle grievances and meet with the University, typically outside of working time.

Post information

The Union can post flyers and notices on designated bulletin boards about meetings, events, and union matters.

Use meeting space

The Union can reserve and use campus space, similar to other outside organizations.

Communicate with workers

The Union can use University email to contact GWs.

ARTICLE: UNION RIGHTS

This article allows the Union to operate and communicate with graduate workers on campus, ensuring it can access, communicate with, and represent them while adhering to University policies and privacy requirements.

SECTION 2: CORE ACTION ITEMS



TUITION & FEE REMISSION

General Eligibility

- Applies to eligible GWs receiving a stipend
- Must be in a covered position under the Agreement
- Receive tuition and fee remission per University Policy
- Policy may change if applied broadly to all graduate students

Extended Remission *(PhD & EdD Only)*

Covers 2 consecutive semesters after funding ends

Eligibility Requirements

- Applies only to students with 4 years of guaranteed funding
- Remain in good academic standing
- Not receive other funding that fully covers tuition/fees
- Hold a covered position under the Agreement
- Be expected to work ~20 hours/week on average



ARTICLE: TUITION & FEE REMISSION

This article states that eligible Graduate Workers receiving a stipend who are in a covered position under this Agreement and have four years of guaranteed funding shall receive tuition and fee remission, in accordance with University policy, for two consecutive semesters immediately following the expiration of their guaranteed funding.



EMPLOYMENT FILES

What is Included

- **Workday** serves as the University's official system of record. Departments should maintain any supplemental documentation locally when it cannot be stored within Workday.
- Records related to the graduate worker's employment maintained by the University.
- May include items such as:
 - Appointment information
 - Compensation and job-related records
 - Performance and disciplinary documentation

Documentation & Rules

- Employees must be notified when discipline is added.
- If a grievance is filed related to discipline:
 - Only discipline that is upheld or modified through the grievance process is retained
- If no grievance is filed:
 - Discipline remains in the file as issued
- File:
 - Is University property
 - Cannot be altered or removed by the employee



ARTICLE: EMPLOYMENT FILES

This article governs how employment records are documented, maintained, and accessed, and reinforces that supervisors are responsible for ensuring all employment-related documentation is accurate, appropriate, and defensible.



EMPLOYMENT FILES (*cont.*)

Employee Access & Confidentiality

- Files are confidential.
- Disclosure only permitted for:
 - Legal proceedings
 - Subpoena / court order
- Employees may review their file upon written request.
 - Employees may access files even when:
 - Not in active appointment
 - On leave
- Requests should be submitted to the Department Administrator.
- Access must be provided:
 - Within a reasonable timeframe
 - During business hours
- A designated University representative may be present during the review.
- Employees may request copies of records.
- Employees may submit a written response, which becomes part of the file.



ARTICLE: EMPLOYMENT FILES

This article governs how employment records are documented, maintained, and accessed, and reinforces that supervisors are responsible for ensuring all employment-related documentation is accurate, appropriate, and defensible.



WHAT DOES THIS MEAN FOR ME?

- **Know your role in the process**
 - Department Administrators are responsible for receiving requests to review employment files and coordinating next steps.
 - The Department Administrator should consult with HR before sharing an employee record so HR can review the materials and confirm that what is provided is complete and appropriate.
- **Partner with HR**
 - Work with your **School HR** to ensure requests are handled appropriately and within required timelines.
- **Maintain accurate and complete documentation**
 - Ensure all employment-related records, including discipline, are documented clearly and retained appropriately.
 - The appointment letter **must** be included in the Employment File.
- **Follow proper handling procedures**
 - Do not alter or remove documentation. Ensure files are handled consistently and confidentially.
- **Be prepared for file reviews**
 - A designated representative may be present during reviews to ensure proper handling of records.

Employment files should be distinct and separate from Academic files.



LEAVES

Sick Time & Flexibility (*All Graduate Workers*)

- Flexible scheduling for:
 - Personal or family illness
 - Medical appointments
 - Domestic violence-related needs
- Requests reviewed in good faith.
- University may adjust duties as needed.

Medical Support Continuation (*Stipended GWs Only*)

- Applies when a Stipended Graduate Worker experiences a temporary medical condition that materially limits their ability to perform their assigned instructional or research duties.
 - Up to 6 weeks paid leave + benefits (*if approved*)

Parental & Family Leave (*Stipended GWs Only*)

- New Parent Accommodation:
 - 8 weeks of “time off” with pay for stipended students only
 - Students are relieved of service responsibilities
- Family Leave:
 - 1 or 2 semesters unpaid for stipended students only
 - Continued health coverage (*with conditions*)

Bereavement Leave (*All GWs*)

- 5 days (*immediate family*)
- 3 days (*extended family*)
- 1 day (*other relatives*)

ARTICLE: LEAVES

This article provides a range of paid and unpaid leave options, including sick time, parental leave, and medical support, while maintaining University discretion over approvals and alignment with academic and funding requirements.



LEAVES *(cont.)*

Other Leave Types *(All Graduate Workers)*

- Paid Jury Duty *(Must report when not required in court)*
- Military Leave *(Per applicable law)*
- Unpaid Personal Leave *(Approval required)*

Protections & Administration

- No retaliation for taking leave.
- Return-to-work requirements provided in writing
- University retains discretion over policies, approvals, and funding constraints.



ARTICLE: LEAVES

This article provides a range of paid and unpaid leave options, including sick time, parental leave, and medical support, while maintaining University discretion over approvals and alignment with academic and funding requirements.



VACATION

General Guidelines

1. Vacation must be coordinated with supervisor.
2. Workers remain responsible for completing job duties.
3. Additional time off may be approved at supervisor discretion.
4. Holidays/weekends during vacation do not count as vacation days.

Research Positions *(Stipended GWs Only)*

- 10 paid vacation days per year *(prorated for partial years)*
- Special Winter Break per University policy
 - If required to work comp time should be taken within **90 days**
- Vacation does not roll over or pay out.

Teaching Positions

Paid Time off aligned with University academic breaks.

Hourly Workers

Not eligible for vacation benefits.

ARTICLE: VACATION

This article provides vacation time for stipended graduate workers, with specific entitlements for research and teaching roles, while requiring coordination with supervisors and maintaining University discretion.



HOLIDAYS

University Holidays

- Follow University academic holiday schedule.
- Schedule may be updated by the University.

Work on Holidays

- Generally, not required to work.
- Exceptions for essential work only.

Religious & Cultural Observances

- May request schedule adjustments.
- Requests will not be unreasonably denied.

If Required to Work

- Receive alternate day off (*comp time*)
- Does not count toward vacation.



ARTICLE: HOLIDAYS

This article provides University holiday observance, with time off or compensatory time for required work, and allows reasonable accommodations for religious and cultural holidays.



WHAT DOES THIS MEAN FOR ME?

- Understand that **leave eligibility and benefits vary** based on the graduate worker's role and appointment.
- Distinguish between employment-related leave and academic leave, which follow separate processes.
- Review and respond to leave requests in good faith and in **alignment with University policy**.
- Coordinate leave with operational needs while supporting reasonable requests whenever possible.
- Consult with your **School HR** before making determinations or communicating decisions on leave requests.
- Ensure leave is tracked appropriately and follow guidance on benefits continuation and return to work expectations.
- Vacation and holiday scheduling should be planned and approved in coordination with the supervisor.

Who to Contact

Disability, medical, parental, and family leave: **XXX**

Bereavement, jury duty, military leave: **School HR**

Unpaid personal leave: **XXX**

General guidance or questions: **School HR**

ARTICLE: LEAVES

ARTICLE: VACATION

ARTICLE: HOLIDAYS

SECTION 2: CORE ACTION ITEMS



DISABILITY ACCOMODATIONS

Accommodation Process

- GWs may request reasonable job-related accommodations.
- Requests made through OEOP process/website.
- University engages in a required interactive process.
- May include interim/supportive measures.
- Process may be updated by the University.

Coordination with Academic Support

- Employment accommodations do not replace academic accommodations.
- Graduate Workers may continue to use the Weingarten Center for academic accommodations.
- Relevant documentation may be considered in both contexts.

ARTICLE: DISABILITY ACCOMODATIONS

This article provides a process for disability accommodations, ensuring reasonable workplace adjustments, confidentiality, and access to both employment and academic support resources, while following legal requirements.



WHAT DOES THIS MEAN FOR ME?

- Graduate workers may request reasonable, **job-related accommodations**.
- Direct GWs to the **Office of Equal Opportunity Programs** to initiate the accommodation request process.
- Partner with your **School HR** early and throughout the process.
- **Do not deny or approve any requests on your own.**
- Medical information will be kept confidential and not shared with supervisors.
- Employment accommodations are separate from academic accommodations.



ARTICLE: DISABILITY ACCOMODATIONS

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



NON-DISCRIMINATION & HARRASSMENT

Policies & Expectations

GWs are:

- Protected under Penn policies (*EO, Sexual Misconduct, etc.*)
- Expected to follow these policies

Policies may be updated per standard University practice.

Accommodations & Access

- Pregnancy accommodations provided per law and policy
- Religious accommodations provided upon request
- Gender-neutral restrooms available and maintained

Reporting & Support

Concerns can be reported through:

- Office of Equal Opportunity Programs
- Grievance/arbitration process

University may provide interim/supportive measures

- Determined at University discretion

It is strictly **prohibited to retaliate** against anyone who:

- Reports concerns
- Participates in an investigation

ARTICLE: NON-DISCRIMINATION & HARRASSMENT

This article applies in accordance with University policy and federal, state, and local law to ensure a safe, respectful, and legally compliant environment, with clear reporting paths and protections for graduate workers.



WHAT DOES THIS MEAN FOR ME?

- Graduate workers are **protected under University policies and applicable law**.
- Concerns may be reported through the **Office of Equal Opportunity Programs** or the grievance process.
- The University may provide **interim or supportive measures** as appropriate.
- **Retaliation** against individuals who report concerns or participate in investigations is **prohibited**.



ARTICLE: NON-DISCRIMINATION & HARRASSMENT

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



WORKERS' COMPENSATION

Supervisor Responsibilities

- Ensure injuries are reported immediately.
- Direct GWs to:
 - Occupational Medicine (*preferred first step*)
- If after hours:
 - Student Health or Emergency Department
- Ensure worker is connected to claims process if needed.

Process Flow

1. Injury occurs
2. Worker notifies supervisor immediately
3. Worker seeks treatment:
 - Occupational Medicine (*preferred*)
 - OR Student Health / ER (*if needed*)
4. Worker initiates claim:
 - Through University claims administrator (*if not already started*)

Important Nuances:

- Workers' compensation is a legal requirement and is **not optional**.
- A claim can still be filed even if no treatment is needed.
- Supervisors should **not** determine whether an incident qualifies.
- Delays in reporting create compliance risk and potential liability.

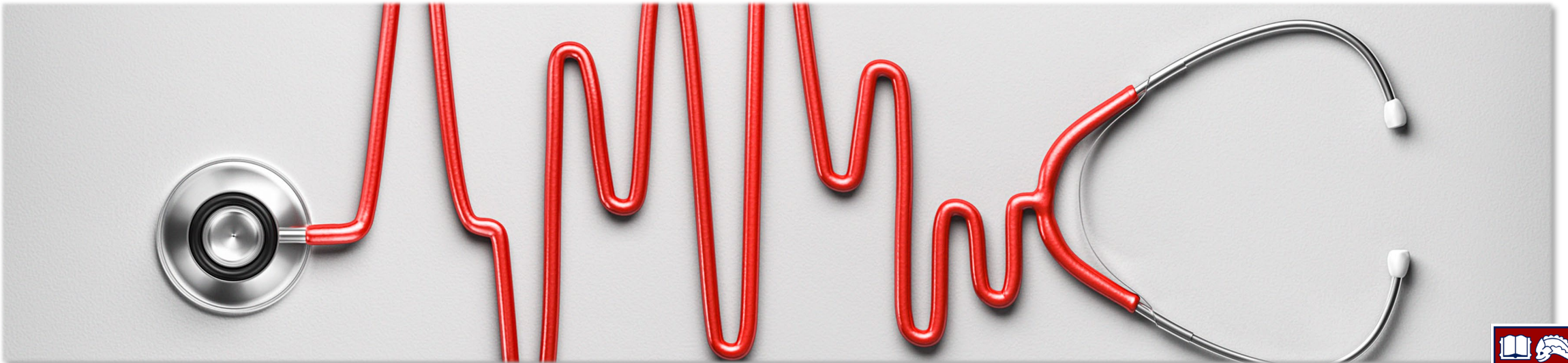
ARTICLE: WORKERS' COMPENSATION

This article outlines the University's obligations under Pennsylvania workers' compensation law and establishes the process for reporting and addressing work-related injuries and illnesses for Graduate Workers.



WHAT DOES THIS MEAN FOR ME?

- Ensure workplace injuries are **reported immediately**.
- Direct graduate workers to **appropriate medical care** (Occupational Medicine, Student Health, or Emergency Department).
- Ensure the **worker is connected to the claims process**.
- Workers' compensation is a **legal requirement** and applies regardless of severity.
- Do not delay reporting, as delays create compliance risk.



ARTICLE: WORKERS' COMPENSATION

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



DISCIPLINE & DISMISSAL

“Just Cause” is Required

Supervisors **cannot** discipline a GW arbitrarily. Every action must meet a **just cause standard**, meaning it is:

- **Fair**
- **Consistent**
- **Evidence-based**
- **Proportionate to the issue**

Approach to Discipline

- Discipline is **not one-size-fits-all**.
- The approach should reflect:
 - Nature and severity of the issue
 - Duration of the appointment
 - Prior notice or history (*if any*)

Core Principle

- Provide clear notice of the concern.
- Give an opportunity to improve (*when appropriate*)
- Explain expectations and consequences if improvement does not occur.

ARTICLE: DISCIPLINE & DISMISSAL

This article requires that all discipline and dismissal of Graduate Workers meet a just cause standard, be properly documented, and follow defined notice and process requirements, including union notification and access to the grievance process.



DISCIPLINE & DISMISSAL (*cont.*)

Union Rights

- GWs have the right to union representation:
 - When discipline may result
 - During grievance process
 - Representative's role is limited to observing and supporting the employee. **They are not permitted to participate in or direct the conversation.**
- All discipline may be challenged through grievance and arbitration.
- If visa status is impacted, case may go directly to arbitration.

Academic vs Employment

- Discipline applies **only** to employment-related discipline.
- Does not apply to:
 - Academic standing
 - Grades
 - Student conduct processes

Before issuing discipline:

- Consult with your **School HR**
- **Confirm:**
 - Issue is employment-related (*not academic*)
 - Just cause standard is met
 - Documentation is sufficient
 - Union notification requirements are handled

Notice of Discipline

- Provide written notice
- Include reason(s) for discipline
- Describe the conduct/issue
- Ensure Union is notified (*in coordination with HR*)
- **Place a copy in the employment file**

ARTICLE: DISCIPLINE & DISMISSAL

This article requires that all discipline and dismissal of Graduate Workers meet a just cause standard, be properly documented, and follow defined notice and process requirements, including union notification and access to the grievance process.



WHAT DOES THIS MEAN FOR ME?

- **Do not act alone**
 - Engage your **School HR** before issuing formal discipline.
- **Be clear on what process applies**
 - Confirm the issue is employment-related before proceeding.
- **Document as you go**
 - Keep a running supervisor log:
 - Dates of conversations
 - Summary of issues discussed
 - Employee response
- **Be consistent and objective**
 - Avoid subjective language and apply standards evenly.
- **Slow down when stakes are high**
 - Suspension or termination requires HR involvement and additional review.



WHAT DOES THIS MEAN FOR ME?

Practical Example Scenario

Situation:

Jordan, a Graduate Worker, has missed multiple required lab sessions and has been late submitting grading for several weeks. Their supervisor, Dr. Lee, has informally reminded them twice but has not documented these conversations. The behavior continues, and undergraduate students have started raising concerns about delayed grades.

What should Dr. Lee do next?



GRIEVANCE & ARBITRATION



ARTICLE: GRIEVANCE & ARBITRATION

This article establishes the formal process for resolving disputes under the CBA, outlining a structured, time-bound grievance procedure that escalates from informal resolution to binding arbitration, and defining the roles of supervisors, the Union, and the University at each stage.



GRIEVANCE & ARBITRATION (*cont.*)

Step 1: Informal Resolution

Initiated when the union (or worker) raises concern (*in writing*)

Supervisor Role

- Respond within 14 calendar days
- Address issues early
- Attempt resolution before escalation.

Important

- Union can skip this step entirely.
- Communicate with your **School HR.**

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GRIEVANCE & ARBITRATION (*cont.*)

Step 2: Grievance Hearing with PAAHR

Who's Involved (*University*)

- PAA-HR (*Hearing Officer*)
- **School HR**
- Respondent

Timeline

Must be filed within 30 calendar days.

Process

- Meeting within 14 days
- University response within 14 days after meeting

Implication

At this stage, issue is formal and documented.

Filed by the Union to PAA-HR

Must include:

- CBA violation
- Description of issue
- Remedy requested

ARTICLE: GRIEVANCE & ARBITRATION

This article establishes the formal process for resolving disputes under the CBA, outlining a structured, time-bound grievance procedure that escalates from informal resolution to binding arbitration, and defining the roles of supervisors, the Union, and the University at each stage.



GRIEVANCE & ARBITRATION (*cont.*)

Step 3: Grievance Hearing with Core HR

Union can escalate to Core HR

Who's Involved (*University side*)

- Core HR (*Hearing Officer*)
- PAA-HR
- **School HR**
- Respondent

Timeline

Must be filed within **30** calendar days.

Process

- Meeting within 14 days
- University response within 14 days after meeting

Implication:

At this stage, issue is formal and documented.

ARTICLE: GRIEVANCE & ARBITRATION

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GRIEVANCE & ARBITRATION (*cont.*)

Step 4: Arbitration

ONLY Union may escalate to Arbitration

1. Must file within **21 days** of answer from **Core HR**.
2. Heard by neutral arbitrator.
3. Decision is final and binding.
4. Cannot modify contract terms.

ARTICLE: GRIEVANCE & ARBITRATION

This article establishes the formal process for resolving disputes under the CBA, outlining a structured, time-bound grievance procedure that escalates from informal resolution to binding arbitration, and defining the roles of supervisors, the Union, and the University at each stage.



WHAT DOES THIS MEAN FOR ME?

- Grievances may be raised by the union or the GW.
- **Follow required timelines** for responses at each step.
- Attempt to **address concerns at the earliest stage** when possible.
- Work with your **School HR** throughout the grievance process.
- Understand that grievances may proceed to binding arbitration.



ARTICLE: GRIEVANCE & ARBITRATION

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



MANAGEMENT & ACADEMIC RIGHTS

Management Rights (*Non-exhaustive list*)

1. Deciding how departments are structured and run
2. Hiring, assigning, supervising, and disciplining workers (*with just cause*)
3. Setting schedules, job duties, and performance expectations
4. Changing programs or services
5. Creating policies, rules, and evaluation processes
6. Using outside vendors or non-union workers if needed
7. Responding to emergencies

Academic Authority (*Non-exhaustive list*)

1. What is taught and how it's taught
2. Who teaches and who is admitted
3. Course content, assignments, and grading
4. Class sizes and scheduling
5. Research topics, funding, and methods
6. Degree requirements and academic policies

ARTICLE: MANAGEMENT & ACADEMIC RIGHTS

This article affirms that the University retains control over its operations. Unless expressly limited by the Agreement, Penn has the authority to make decisions regarding operations, staffing, and how work is carried out.



WHAT DOES THIS MEAN FOR ME?

- The University retains authority over operations, staffing, and academic decisions unless limited by the agreement.
 - This includes decisions related to hiring, assignments, scheduling, and academic matters.
- Apply policies and expectations consistent with this authority.



INTELLECTUAL PROPERTY

Intellectual Property Policies Apply

- GWs must follow the **University's Patent and Tangible Research Property Policies**.
- These policies are available online and may be updated over time.

Policy Against Retaliation

- GWs are protected from retaliation if they:
 - Report research misconduct in good faith
 - Participate in an investigation
- If a GW believes retaliation occurred, they can file a complaint with the **xxx**.
- The University will investigate all retaliation claims.

Research Misconduct Policies

- The University has formal procedures for handling research misconduct:
 1. One for general research misconduct
 2. One specific to non-faculty (*including GWs*)
- These may be updated periodically.

Union Representation Rights

If a GW is involved in a **research misconduct investigation**:

- Under Union Representation Rights, a GW who is a complainant or respondent may designate their union representative as their adviser when interviewed.
- They also retain **Weingarten rights** (*right to union representation in meetings that could lead to discipline*)

ARTICLE: INTELLECTUAL PROPERTY

This article states that Graduate Workers must follow the University's intellectual property and research misconduct policies and are protected from retaliation when reporting or participating in investigations. It also confirms their right to union representation during misconduct interviews where applicable and in situations that could lead to discipline.



WHAT DOES THIS MEAN FOR ME?

- Graduate workers are subject to **existing University intellectual property and research misconduct policies**.
- Policies may be updated in accordance with University practice.
- GWs are **protected from retaliation** for reporting research misconduct in good faith.
- Graduate workers may have **union representation in meetings related to misconduct investigations** where applicable.



ARTICLE: INTELLECTUAL PROPERTY

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



WORKSPACE & MATERIALS

Resources Provided

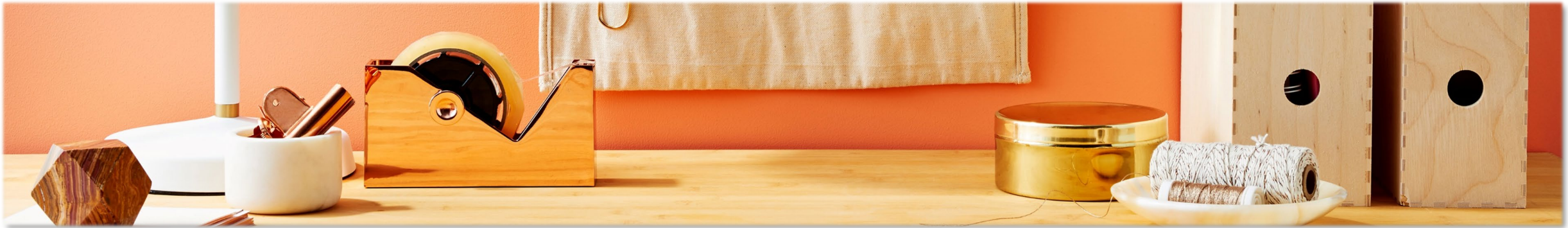
- University provides necessary supplies, materials, and workspace.
- Determined based on job needs and University discretion.

Requests & Modifications

- GWs may request adjustments to workspace or materials.
- University will consider reasonable requests.

Remote Work

- Graduate workers may request remote or hybrid work.
- Requests must be submitted in writing to supervisor.
- Approval is at the University's discretion.



ARTICLE: WORKSPACE & MATERIALS

This article states that the University provides the necessary resources, but retains discretion over workspace, materials, and remote work decisions.



WHAT DOES THIS MEAN FOR ME?

- The **University provides resources** needed to perform job duties.
- **GWs may request adjustments** to workspace or materials.
- **Requests are considered**, but final decisions are at the University's discretion.



ARTICLE: WORKSPACE & MATERIALS

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



HEALTH & SAFETY

Workplace Safety Commitment

- Follows OSHA and all applicable laws
- University provides:
 - Required safety training (*mandatory*)
 - Personal Protective Equipment (*PPE*)
- University maintains safe working conditions
- Shared responsibility between:
 1. University
 2. Union
 3. GWs

Reporting & Protections

- University provides notice of hazards through:
 - Training and signage
 - Risk assessments and safety programs
 - Standard procedures and guidance
- Report unsafe conditions to:
 - Supervisor or
 - Environmental Health & Radiation Safety (*EHRS*)
- Graduate Workers cannot be required to work in imminently dangerous conditions
- No retaliation for reporting concerns

ARTICLE: HEALTH & SAFETY

This article ensures a safe and healthy work environment through compliance with safety laws, required training and equipment, and clear reporting and protection processes, while maintaining shared responsibility between the University and graduate workers.



WHAT DOES THIS MEAN FOR ME?

- The University **maintains a safe work environment** in compliance with applicable laws.
- **Required training and PPE are provided.**
- Unsafe conditions should be **reported to a supervisor or EHRs.**
- Graduate workers are not required to work in imminently dangerous conditions.



ARTICLE: HEALTH & SAFETY

SECTION 2: CORE ACTION ITEMS

FACULTY & SUPERVISOR TRAINING
UNION CONTRACT ADMINISTRATION



SECTION 3: CENTRALLY MANAGED ITEMS



ARTICLES:

1. HEALTHCARE
2. CHILDCARE
3. RETIREMENT
4. TRANSIT & PARKING
5. SUPPORT FOR INTERNATIONAL WORKERS
6. TRAINING
7. TRAVEL
8. UNION SECURITY
9. LABOR MANAGEMENT MEETINGS
10. NO STRIKE/NO LOCKOUT
11. COMMUNICATION OF AGREEMENT
12. SEVERABILITY
13. ENTIRE AGREEMENT



Healthcare

- **Stipended** GWs receive **student health plan** (100% covered per University policy)
- Additional benefits:
 1. **Vision** (100% covered by University)
 2. **Dental** (80% University / 20% employee cost share)
- University retains full discretion over plan design and changes.

Post-Funding Health Coverage

- This grant will be handled centrally by the **Graduate Student Center**.
- Applies only to PhD/EdD students who have a maximum of 4 years of guaranteed funding.
- Up to 2 additional semesters of health insurance support **if working in a covered role**.

Dependent Coverage Support

- This grant will be handled centrally by the **Graduate Student Center**
- Begins August 1, 2026
- \$200,000 annual fund to help cover dependent health insurance for **stipended graduate workers**
- Reimbursement of up to 50% of dependent premiums

HEALTHCARE



Childcare Grants *(PhD Only)*

- This grant will be handled centrally by the **Graduate Student Center**
- Up to \$2,500 per semester *(1 child)*
 - +\$1,250 per additional child *(max \$5,000/semester)*
- Applies to fall & spring semesters only
- Children must be:
 - Under age 6
 - Living full-time with the GW

Backup Childcare

- This program is administered by the **Family Resource Center.**
- Eligible for University backup childcare program
- Program structure may be updated by the University.

CHILDCARE



Supplemental Retirement Annuity (SRA) Plan

- Eligible to contribute as of July 1, 2026
- Participation is voluntary and **employee-funded** only (*no University contributions*)
- Employees may make pre-tax or Roth (*post-tax*) contributions
- Eligibility and benefits are governed by SRA Plan documents (*not the CBA*)
- Retirement-related issues are **not subject to the grievance process** and must follow SRA Plan dispute procedures.
- Supervisors should refer all questions to the **Solution Center** or plan resources.

RETIREMENT



TRANSIT & PARKING

Penn Transit

- Continued access to Penn shuttles and buses (*same as faculty, staff, students*)

Public Transit (SEPTA)

- 10% discount on monthly passes (*post-tax*)
- Must enroll and purchase by deadline
- University only facilitates access (*not responsible for issues*)

Bicycling Program

- Reimbursement available through Penn program
- Annual cap: \$30,000 total (*non-rollover*)

Parking

- Access to standard University parking options
- Accessible parking available for those with disability placards
- Parking policies may be updated by the University



Work Disruptions & Reemployment

- If unable to return to the U.S.:
 - University will make reasonable efforts to allow temporary remote work abroad.
- If employment cannot continue due to immigration status:
 - University will meet with the worker (*and Union, if requested*)
 - Discuss reemployment into same or similar role once authorized
 - University will make reasonable, timely efforts to reemploy
- Final decisions remain at University discretion.
- May request time off (*no loss of pay/benefits*) for visa/immigration appointments (*self or family*)

Ongoing Support

- ISSS will continue to provide immigration support and resources including
 - Referrals to external legal/immigration support.
 - Regular immigration and tax workshops.

Immigration Assistance Fund

- Effective **May 28, 2026** (*90 days after ratification*)
- \$50,000 annual fund (*rollover capped at \$50K*)
- Covers visa extension/reinstatement costs (*not initial visas*)
- For F-1/J-1 workers out of status through no fault of their own
- University reviews and approves applications

SUPPORT FOR INTERNATIONAL WORKERS



Training Requirements

- University provides all required training, materials, and orientations.
- University determines:
 1. Content
 2. Format
 3. Length
- Any required training is **mandatory and part of the job**
- Fees are covered by the University.

Pre-Appointment Training

If training is required before the job starts:

1. Compensation is provided **only if specified by the University**
2. Must follow University policies

Scheduling & Workload

- Graduate workers receive **advance notice** of required trainings.
- Training time **counts toward workload.**

TRAINING



Travel Expenses

- Approved work travel is covered through:
 - Advance funding, direct payment, or reimbursement
- Must follow University/department travel policies.
- Timely and properly documented submissions required.

Policies & Transparency

- Travel policies and processes are publicly available online.
- Union will receive advance notice of policy changes.

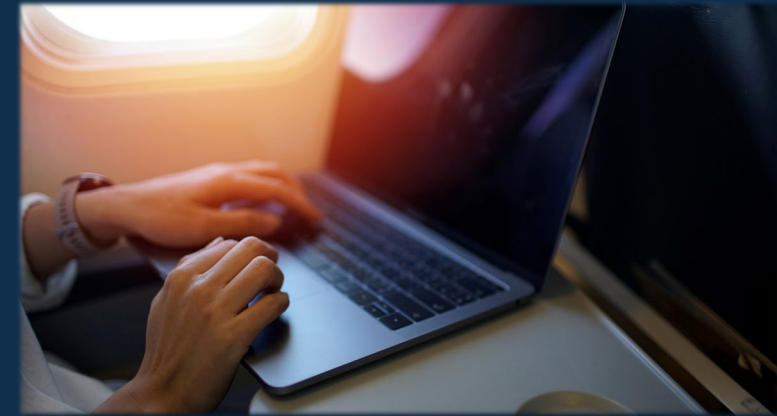
Travel Insurance

GWs receive travel insurance when traveling for work.

Direct Payments

The University will prepay preferred providers in advance where prepayment is an option.

TRAVEL



UNION SECURITY

How payments work

- Dues or fees are taken directly from their paycheck (*if they authorize it*)
- The University sends that money to the union each month.
- The Union decides how much dues/fees are.

What supervisors can/can't do

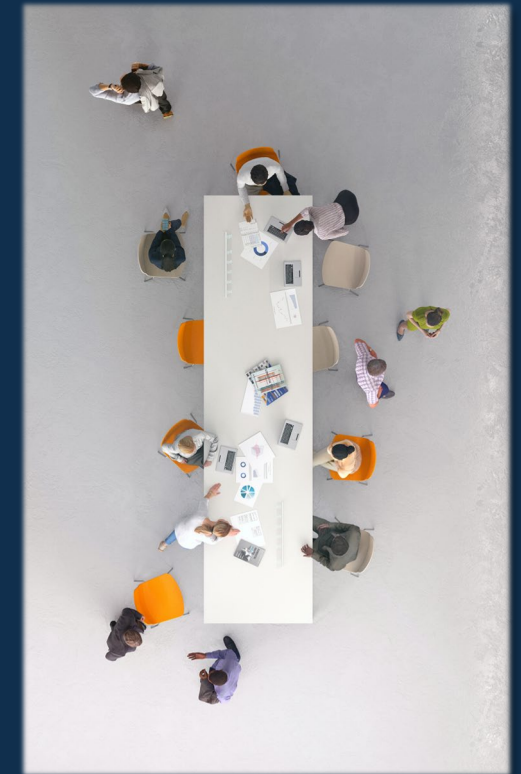
- Supervisors cannot discourage union membership.
- If a worker has questions about the union or dues, supervisors should **refer them to the union.**



Labor Management Committee

- Establishes a Labor-Management Committee with **equal representation** (*4 Union / 4 University*)
- Meets at least **twice per academic semester** and **once over the summer** (*with flexibility by mutual agreement*)
- Discusses CBA implementation and workplace issues **outside the grievance process.**
- Serves as a forum for ongoing communication and problem-solving, not formal dispute resolution.
- Cannot be used for contract negotiations or active grievances unless mutually agreed.
- Both parties may propose agenda items in advance of meetings.

LABOR MANAGEMENT MEETINGS



Mutual Responsibility

- Both the University and the Union must follow the Agreement.
- Applies to all representatives and Graduate Workers.

No Strike or Work Stoppage

GWs may not:

- Strike
- Slow down work
- Stop work
- Interfere with operations

The Union may not support or encourage these actions.

Union Response if Violation Occurs

If a strike or disruption happens, the Union must:

- Disavow the action
- Confirm in writing it was not authorized
- Instruct workers to stop and return to work

No Lockout

The University cannot lock out Graduate Workers.

Discipline

Violations may result in disciplinary action, up to termination.

NO STRIKE/NO LOCKOUT



The prohibition on strikes and work stoppages applies only during the term of the CBA.



COMMUNICATION OF AGREEMENT

Publication of Agreement

- University will create a digital version after ratification.
- Posted on a designated University website

Access for Union

University provides the Union with access to the agreement.

Distribution Responsibility

Union is responsible for sharing the agreement with its members.



SEVERABILITY

Invalid Provision

If a court finds a provision unlawful, it becomes unenforceable.

Remainder of Agreement

All other provisions remain in full effect.

Renegotiation Requirement

Upon written request, parties will:

- Negotiate in good faith
- Create a replacement provision for the invalid section



Negotiation Acknowledgment

Both parties had full opportunity to propose and negotiate terms.

Final Resolution

Covers all matters related to:

- Wages
- Hours
- Terms and conditions of employment

No Further Bargaining

No obligation to renegotiate covered topics during the agreement.

Exception: *if required by law or specified in the agreement*

Amendments

Changes must be:

- In writing
- Signed by authorized representatives of both parties

Union Withdrawal

Union withdraws Past Practices and Waiver proposals.

ENTIRE AGREEMENT

