

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**UNIVERSITY OF PENNSYLVANIA**

**And**

**GETUP-UAW LOCAL 5124**

**February 27, 2026 through June 1, 2028**

**TABLE OF CONTENTS**

ARTICLE 1 – RECOGNITION.....3  
ARTICLE 2 – APPOINTMENTS..... 4  
ARTICLE 3 – CHILD CARE..... 5  
ARTICLE 4 – COMMUNICATION OF AGREEMENT.....6  
ARTICLE 5 – COMPENSATION.....6  
ARTICLE 6 – DISABILITY ACCOMMODATIONS..... 8  
ARTICLE 7 – DISCIPLINE AND DISMISSAL..... 9  
ARTICLE 8 – EMPLOYMENT FILES..... 10  
ARTICLE 9 – ENTIRE AGREEMENT..... 11  
ARTICLE 10 – GRIEVANCE AND ARBITRATION..... 12  
ARTICLE 11 – HEALTH AND SAFETY.....14  
ARTICLE 12 – HEALTHCARE.....15  
ARTICLE 13 – HOLIDAYS..... 17  
ARTICLE 14 – INTELLECTUAL PROPERTY..... 18  
ARTICLE 15 – JOB EXPECTATIONS AND SCHEDULING OF WORK..... 19  
ARTICLE 16 – JOB POSTING.....20  
ARTICLE 17 – LABOR MANAGEMENT MEETINGS..... 20  
ARTICLE 18 – LEAVES.....21  
ARTICLE 19 – MANAGEMENT RIGHTS AND ACADEMIC AUTHORITY..... 25  
ARTICLE 20 – NO STRIKE/NO LOCKOUT.....28  
ARTICLE 21 – PROHIBITION AGAINST UNLAWFUL DISCRIMINATION AND  
HARASSMENT..... 29  
ARTICLE 22 – RETIREMENT.....31  
ARTICLE 23 – SEVERABILITY..... 31  
ARTICLE 24 – SUPPORT FOR INTERNATIONAL AND IMMIGRANT WORKERS..... 32  
ARTICLE 25 – TRAINING.....35  
ARTICLE 26 – TRANSIT AND PARKING.....36  
ARTICLE 27 – TRAVEL.....37  
ARTICLE 28 – TUITION AND FEE REMISSION..... 38  
ARTICLE 29 – UNION RIGHTS.....38  
ARTICLE 30 – UNION SECURITY..... 40  
ARTICLE 31 – VACATIONS.....41  
ARTICLE 32 – WORKERS' COMPENSATION.....42  
ARTICLE 33 – WORKSPACE AND MATERIALS..... 43  
ARTICLE 34 – DURATION..... 43

## **ARTICLE 1 – RECOGNITION**

1. This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the University of Pennsylvania, a nonprofit corporation hereinafter referred to as the "University" or "Penn," and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and its Local Union, hereinafter referred to as the "Union."
2. The University recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for all Graduate Workers as described below, in accordance with the Certification of Representative in Case No. 04-RC-327396.

**INCLUDED:** All graduate and professional students who provide research or instructional services for the University, including those who serve as Teaching Assistants, Teaching Fellows, Research Assistants, Research Fellows, Pre-Doctoral Trainees, and Student Workers. This includes Educational Fellowship Recipients if they provide teaching or research services for the University, including those who serve as Teaching Assistants, Teaching Fellows, Research Assistants, Research Fellows, Pre-Doctoral Trainees, and Student Workers employed at Penn at its Philadelphia, PA University.

**EXCLUDED:** All other employees, students pursuing professional degrees in the Veterinary School, the Dental School, and the Medical School with the exception of 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, Educational Fellowship Recipients who do not provide teaching or research services for the University, Educational Fellowship Recipients in lab rotations in the first year of the Biology PhD Program and the first and second years of the Biomedical Graduate Studies PhD Program, guards and supervisors.

## **ARTICLE 2 – APPOINTMENTS**

1. All employment appointments under this agreement are at the discretion of the employing unit. All employment appointments under this agreement shall be in accordance with the Graduate Worker's multi-year funding package, where applicable.
2. For semester length (or longer) appointments, the University shall provide an Appointment Letter at least 14 days before the start of the appointment whenever possible. If the University is unable to provide an appointment letter in this timeframe, it shall provide one within 7 days after the start of the appointment. Graduate Workers may request a meeting with their faculty supervisor to discuss and clarify the terms and conditions of the position, as well as its responsibilities.
3. An Appointment Letter shall include the following information (to the extent known at the time of issuance and subject to change as needed and based upon University discretion):
  - A. Appointment title;
  - B. Effective dates and duration of the appointment;
  - C. Hiring unit and contact;
  - D. 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;
  - E. Anticipated work location;
  - F. A general description of the anticipated responsibilities of the position;
  - G. Anticipated hours;
  - H. The name of the anticipated faculty supervisor, if applicable; and
  - I. A statement that the position is covered by this Agreement.
4. The University, in its discretion, will determine the nature and scope of any appointment under this Agreement. It is recognized by the parties that the nature and scope of the responsibilities of a Graduate Worker's appointment will vary by program and department. In

making its appointment determinations, the University will consider, but not be bound by, the preference of the Graduate Worker with regard to the nature and scope of an appointment.

5. An individual who is not enrolled as a student is not covered under and shall not be subject to any provision of this Agreement. An individual who does not hold an appointment or other covered position under this Agreement is not covered under and shall not be subject to any provision of this Agreement.
6. 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 Graduate Worker for the duration of the original appointment. Nothing in this agreement, however, requires the University to place a Graduate Worker in any comparable position or otherwise guarantees a Graduate Worker any work or pay if a position is cancelled.

### **ARTICLE 3 – CHILD CARE**

#### **1. Childcare Grants**

Pursuant to the existing University PhD Family grant program, the University shall provide child care grants per household for each semester (beginning in July, 2026) in the amount of \$2500 for one child, and \$1250 for each additional child up to a maximum of \$5000 per semester per household for stipend-supported PhD Graduate Workers. The dependent children must be under the age of six (6), and must reside full-time with the stipend-supported PhD Graduate Worker. Stipend-supported PhD Graduate Workers must apply each year in order to receive the child care grant. Eligibility for the Grant Program shall be limited to Graduate Workers whose total household income does not exceed one hundred fifty thousand dollars (\$150,000) annually, as determined by the University in accordance with program guidelines. The University may, at its discretion, distribute grants to Graduate Workers whose household income exceeds this income threshold. The University shall define "household income," establish reasonable documentation and verification requirements, and administer the program. The University reserves the right to modify the income threshold, eligibility criteria, and program guidelines from time to time, but shall not reduce the household income requirements or grant amounts during the term of this

agreement. Any such changes shall be communicated to the Union. For the purposes of this proposal, semester shall mean fall and spring semesters only.

## **2. Backup Childcare**

Stipend Graduate Workers are eligible for the University's Backup Childcare benefits program as designed for Graduate Students and may be amended from time to time by the University.

### **ARTICLE 4 – COMMUNICATION OF AGREEMENT**

Following ratification and approval by the parties, the University shall prepare a digital version of this Agreement and publish it on a designated University website of its choosing. The University shall provide the Union with access to the published Agreement, and the Union shall be responsible for distributing it to its members.

### **ARTICLE 5 – COMPENSATION**

#### **1. Pay Rate**

Effective April 1, 2026, the University shall increase Graduate Worker stipends so that each Graduate Worker receives the greater of:

- a. a three (3%) increase to their then-current annual stipend; or
- b. an adjustment of their annual stipend to Forty-Nine Thousand Dollars (\$49,000), which shall serve as the minimum annual stipend for Graduate Workers in their guaranteed years of funding.

Effective April 1, 2026, all Graduate Workers paid via an hourly wage rate shall receive a minimum hourly wage rate \$25.00 or a 3% increase, whichever is greater.

For non-hourly, single-semester appointments not required to complete an academic program, the minimum rate of pay shall equal the hourly pay rate established in this Agreement, multiplied by the number of expected hours worked as outlined in the appointment letter. The expected hours stated in the appointment letter represent the University's good-faith estimate for the purpose of determining compensation and do not

constitute a guarantee of hours or total workload. Actual hours may vary based on academic, instructional, or operational needs as determined by the University. In the event that duties or workload need to be adjusted to align with these needs, the University may do so prospectively. Variations between estimated and actual hours shall not obligate the University to retroactively adjust compensation.

For the annual increases, effective July 1, 2027, all Graduate Workers shall receive a 3% increase to their stipend or hourly wage rate. The minimum annual stipend and minimum hourly wage rate also shall increase by 3%.

If a Graduate Worker receives a paid internship during a time when they would otherwise be receiving a stipend as part of a guaranteed funding package, consistent with the current practice, the amount of stipend payments will be offset by the internship pay during that time.

Nothing in this Agreement shall preclude the University from paying a Graduate Worker above the minimum pay rate, in its sole discretion. Graduate Workers may be compensated for additional work for the University, receive one-time awards, and receive extra pay beyond those listed in this Agreement in excess of the base stipend as long as it is in accordance with the federal regulations and graduate group policies.

## **2. No Reduction in Pay**

Any Graduate Worker with a base stipend rate higher than the minimum set under this Agreement shall not have their base stipend rate reduced as a result of this Agreement.

## **3. Late Payments**

In the event the University does not issue timely payment to a Graduate Worker, the University shall, upon notice from the Graduate Worker to the designated University contact, review and confirm the payment issue and, once verified, process the payment through the Graduate Worker's existing payroll election as soon as administratively possible.

## **4. Overpayment**

In the event that the University compensates a graduate worker in excess of that to which they are entitled (hereinafter "overpayment"), the Graduate Worker must notify the University of this overpayment as soon as practicable. If the University identifies an overpayment before receiving notice from the Graduate Worker the University will notify the Graduate Worker in writing. The notice will contain: (a) date of transaction declared as overpayment; (b) gross amount of transaction; (c) amount of overpayment; (d) date by which the employee must begin repayment; and (e) repayment plan options offered by the University.

In the event of an overpayment, the University shall provide notice to the affected Graduate Worker prior to initiating recovery. The Graduate Worker shall sign any legally required authorization for repayment via payroll deduction. The Graduate Worker shall repay the overpayment in accordance with University policy.

#### **ARTICLE 6 – DISABILITY ACCOMMODATIONS**

1. Any Graduate Worker with a legally-protected employment-related disability may request reasonable accommodations from the University. The University will engage in any legally-required interactive process to determine what, if any, reasonable accommodation(s) are necessary for the performance of the essential functions of the Graduate Worker's job. To the extent required by law, the University will consider interim relief and/or support measures as part of the interactive job accommodations process.
2. Any request for or provision of reasonable accommodations by the University for Graduate Workers in the employment context shall not preclude that individual from using resources and/or getting assistance from the Weingarten Center for student/academic accommodations. To the extent relevant to the employment context, the University shall consider any documentation submitted in connection with any proceedings related to student/academic accommodations.
3. The University will treat as confidential any medical information pertaining to graduate workers in its possession to the extent required by any applicable laws.

4. The parties recognize the importance of campus and building accessibility for Graduate Workers with disabilities. To that end, the Union may raise employment accessibility issues for discussion at Labor Management Committee meetings.
5. Graduate workers who seek job-related accommodations shall do so through the process set forth on the University's Office of Equal Opportunity Programs website (or any other related website if the University, in its discretion, decides to change the web location of the relevant process).

#### **ARTICLE 7 – DISCIPLINE AND DISMISSAL**

1. The University shall not discipline a Graduate Worker without just cause. Discipline may include written warnings, unpaid suspensions, or dismissal/discharge from employment from a Graduate Worker appointment or position. Such actions may result from, but are not limited to, job-related misconduct, unsatisfactory performance, or violations of University policy. Further, it is understood that the University may include with any discipline issued remedial measures with which the Graduate Worker must comply.
2. This article does not apply to determinations by the University to dismiss a graduate student from the University for academic reasons or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a graduate student cannot continue to serve as a Graduate Worker or be covered by this collective bargaining agreement.
3. **Notice of Discipline.** The University will notify the Graduate Worker and Union in writing at the time discipline is issued. The notice shall include a written statement of the reason(s) for which discipline is being issued. Such discipline may be challenged through the grievance and arbitration procedures.
4. **Appeal of Dismissal or Unpaid Suspension from Employment.** A decision of the department or program head to dismiss or suspend without pay a Graduate Worker from a covered position may be grieved directly to Step 3 consistent with the appeal timeline of the Grievance and Arbitration article. If the visa status of an international student is threatened by the dismissal of that student as a Graduate Worker, the grievance may be filed directly to arbitration consistent with the arbitration timeline in the Grievance and Arbitration article.

**5. Paid Administrative Leave.** The University may or may not place a Graduate Worker on paid administrative leave without prior notice in order to investigate allegations of workplace misconduct, that in the judgment of the University warrant relieving the Graduate Worker from work duties or removing the Graduate Worker from the premises. At the conclusion of the investigation, the University shall notify the Graduate Worker and the Union of the results of the investigation and either initiate the discipline process or put the Graduate Worker back to work if the term of the Graduate Worker's appointment has not ended. If the term of the Graduate Worker's appointment ends during a paid administrative leave, the paid leave will terminate as of the end of that term.

- a. The university will provide the Graduate Worker and the union with a written confirmation of the terms and reasons for the administrative leave

#### **ARTICLE 8 – EMPLOYMENT FILES**

1. "Employment file" shall be defined as documents maintained by the University reflecting a Graduate Worker appointment to a position covered under this agreement, revision or termination of such appointment, appointment related evaluations and/or disciplinary action related to such appointment.
2. Materials related to a Graduate Worker admission to the University, course of study, grades, academic progress and aspects of study other than in service in an employment position covered under this agreement shall not be considered part of the employment file.
3. The University shall, within a reasonable period of time after receipt of a written request from a Graduate Worker to the applicable Department Administrator, permit such Graduate Worker to review the employment file. Such review shall take place during regular business hours at a location designated by the University. The University may require that the review of the employment file take place in the presence of a designated individual.
4. Within a reasonable time after receipt of a written request from a Graduate Worker, the University will provide such Graduate Worker with a copy of all or part of the Graduate Worker employment file, provided such request reasonably identifies the materials to be copied.

5. The Graduate Worker shall be notified in a timely manner of the placement of any new discipline related materials that are added to their employment file.
6. If a Graduate Worker disagrees with the information that is contained in the employment file, the Graduate Worker may submit a written statement commenting upon the information. Said statement shall be maintained as part of the employment file.
7. The Graduate Worker may not remove any documents or items from the file.
8. The University may include grievance documents and records pertaining to discipline that has been upheld or modified through the grievance and arbitration process in the Graduate Worker's employment file. Any other grievance records will not be included in the Graduate Worker's employment file but will be maintained by the University in any other files it deems appropriate.
9. Employment files contain records that are necessary and relevant for University business and are the sole property of the University. The files are kept confidential and are used only for University business and will not be disclosed to any third party unless required by a lawful subpoena, in response to a court order that has been properly served by one having the authority to do so, or as otherwise required in the course of legal proceedings or in grievance and arbitration proceedings pursuant to this Agreement. The University will notify the Graduate Worker of said request prior to disclosure of the record.
10. Enrolled students who are not currently on appointment, or students who are on an approved leave of absence, may review their employment file, subject to the above provisions.

#### **ARTICLE 9 – ENTIRE AGREEMENT**

The parties agree that this Agreement is the parties' entire agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any permitted subject of collective bargaining. This Agreement finally resolves all demands and proposals made by either party with regards to wages, hours, and all other terms and conditions of employment. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement or required by law, to bargain

collectively with respect to any subject of matter referred to or covered in this Agreement. This Agreement may not be changed, modified, or amended, except by an express written agreement signed by authorized agents for both parties. The parties further agree: the Union withdraws its Past Practices and Waiver Proposals.

## **ARTICLE 10 – GRIEVANCE AND ARBITRATION**

A grievance, as defined by this Agreement, is a claim or dispute regarding the interpretation, application, or alleged violation of specific terms or provisions of this Agreement. Grievances shall be processed in accordance with the procedure outlined in this Article.

### **1. Grievance and arbitration procedure:**

#### **A. Step One: Informal Resolution**

- a.** The University and the Union strongly encourage Graduate Workers and supervisors to discuss and resolve issues informally before filing a formal grievance. The informal resolution process begins when the Graduate Worker or a Union representative notifies the Graduate Worker's supervisor or the relevant department administrator of their workplace concerns. Notification should be submitted in writing.
- b.** The supervisor or department administrator must respond within fourteen (14) calendar days.
- c.** While encouraged, this informal step is voluntary, and the Union may proceed directly to filing a formal grievance if preferred.

#### **B. Step Two:**

- a.** The Union shall submit the grievance in writing, specifying the following: (a) the specific provisions of this Agreement allegedly violated; (b) a general description of how and when the alleged violations occurred; (c) the remedy sought; (d) the date of submission; and (e) the name(s) of the Graduate Worker(s) and their Union representative(s).

- b. The written grievance must be filed with the dean's office of the school or the Administrative Unit where the Graduate Worker is performing work, with a copy sent to Provost Administrative Human Resources (PAA-HR) at [grad-paahr@pobox.upenn.edu](mailto:grad-paahr@pobox.upenn.edu).
- c. Grievances must be filed within thirty (30) calendar days from the date the Union or Graduate Worker became aware, or reasonably should have been aware, of the event(s) giving rise to the grievance.
- d. Within fourteen (14) calendar days of filing a grievance at Step Two, a meeting will be held between representatives of the Union and the University to discuss the grievance.
- e. The University shall provide a written response to the Union within fourteen (14) calendar days following the Step Two meeting.

**C. Step Three:**

- a. If the Union is dissatisfied with the University's response to the grievance at Step Two, it may advance the grievance to PAA-HR at [grad-paahr@pobox.upenn.edu](mailto:grad-paahr@pobox.upenn.edu) within fourteen (14) calendar days of receiving the Step Two response.
- b. Within fourteen (14) calendar days of receiving the grievance at Step Three, representatives from the University's Staff and Labor team, Provost Administrative Affairs HR, delegates from the school or administrative unit, and the Union shall meet in an effort to resolve the grievance.
- c. Staff and Labor shall provide the Union with a written response within fourteen (14) calendar days of the Step Three meeting.

**D. Step 4: Arbitration**

- a. If the Union is dissatisfied with the University's written response to the grievance at Step Three, it may advance the grievance to arbitration by filing a demand for arbitration with the Philadelphia Office of the American Arbitration Association (AAA) and by providing written notice to Provost Administrative Affairs HR at

grad-paahr@pobox.upenn.edu within twenty-one (21) calendar days of receiving the Step Three response. No individual Graduate Worker may advance a grievance to arbitration.

- b. Impartial arbitrators shall be selected and agreed upon by both parties through the striking process and from a list provided by the Philadelphia Office of the American Arbitration Association (AAA).
- c. The impartial arbitrator shall conduct a hearing in accordance with the rules that govern the conduct of the impartial arbitrator.
- d. The decision of the impartial arbitrator shall be final, conclusive, and binding upon Penn, the Union and the aggrieved Graduate Worker. The arbitrator shall have the authority to interpret the terms of this Agreement and may not add to, subtract from, or modify the terms of this agreement.
- e. All expenses and fees of arbitration shall be shared equally by the Union and the University. The University and Union will be responsible for the fees and costs of its own attorneys and witnesses.

**E. Additional Stipulations:**

- a. If a grievance is not appealed within the specific time limits, the University's most recent response shall be final. Failure of Penn to respond to any grievance during the time limits specified at any steps shall allow the grievant(s) and/or the Union to proceed to the next step of the grievance process.
- b. By mutual written agreement, the parties may extend the time limits in this Article.

**ARTICLE 11 – HEALTH AND SAFETY**

**1. Intention**

The University shall maintain policies that ensure a safe workplace and take all reasonable steps to proactively ensure employee health and safety. The University, the Union, and Graduate Employees will cooperate to maintain a healthy and safe working environment.

## **2. Compliance with Relevant Standards**

The University and Graduate Employees will continue their efforts to maintain a safe and healthy work environment, including compliance with the Occupational Safety and Health Act (OSHA) regulations, the University's health and safety policies, procedures, trainings, and all other applicable state or federal regulations governing workplace safety. The University will provide Personal Protective Equipment (PPE) required by OSHA or other applicable federal state, local laws and regulations for safely carrying out the workplace duties. All required trainings will be provided by the University and those trainings are mandatory per the training article.

## **3. Reporting of Hazardous Conditions**

Graduate Employees should report unsafe working conditions to their immediate supervisor or the University's Office of Environmental Health and Radiation Safety for evaluation and remediation as appropriate as determined by the University. Graduate Employees will not be required to work in conditions that pose an imminent danger to health and safety. The University shall not retaliate against any Graduate Employee for any good faith reporting of a health and safety concern.

## **4. Notification of Hazards**

The University will notify Graduate Employees of any hazards or changes to hazards in the workplace. The University identifies physical and health hazards in the workplace using risk assessments and inspections documented in health and safety programs. Details of specific programs can be found at (<https://ehrs.upenn.edu/>). Hazard information is provided through signage, education and training, hazard control plans, and standard operating procedures.

# **ARTICLE 12 – HEALTHCARE**

## **1. Self-Insurance for stipended Graduate Workers**

The University will offer to Graduate Workers the same health care benefit program on the same terms as provided to all other students not covered by this Agreement. In addition, the University shall provide stipended Graduate Workers with employee-only coverage in Aetna'

s Vision Preferred Plan. The University will also provide employee only dental coverage in AETNA Student Dental Plan at a cost share of 80% (University) and 20% (Graduate Worker). The Union may make recommendations regarding healthcare benefits for the University's consideration during labor-management committee meetings. The structure, terms, and conditions of the health care benefit programs will remain at the sole discretion of the University.

## **2. Dependent Health Insurance Coverage and Assistance**

Effective August 1, 2026, the University shall establish a Dependent Health Insurance Assistance Fund in the amount of Two Hundred Thousand Dollars (\$200,000) per fiscal year for the benefit of eligible dependents of Stipended Graduate Workers. Eligibility for assistance under this Article shall be subject to the University's dependent health insurance grant eligibility criteria, as such criteria may be modified from time to time by the University.

Subject to eligibility and the availability of funds, the University shall reimburse eligible Stipended Graduate Workers who purchase health insurance coverage through the University for their eligible dependents up to fifty percent (50%) of the cost of the dependent health insurance premiums, in accordance with procedures established by the University. Reimbursement requests will be processed three times each academic year: (1) after November 30 for premiums paid from August through November; (2) after March 31 for premiums paid from December through March; and (3) after July 31 for premiums paid from April through July.

Payments under this Article shall be made only until the Fund is exhausted. The Fund shall not roll over from year to year and will not exceed Two Hundred Thousand Dollars (\$200,000). Once the Fund is depleted for the fiscal year, the University shall have no further obligation to provide payments under this Article.

Effective August 1, 2026, Graduate Workers who elect to enroll eligible dependents in Aetna's Penn Student Insurance Plan (PSIP) shall be responsible for the applicable premium costs, subject to any University reimbursement provided under this Article.

Dependent coverage shall be elected on an annual basis in accordance with University procedures. For Stipended Graduate Workers who enroll dependents at the beginning of the academic year, the Graduate Worker shall pay the initial premium amount as established by the University, which shall include advance payment for the first two (2) months of coverage (August and September). Thereafter, the remaining premium amounts may be paid in monthly installments by the Graduate Worker via credit card or other payment method offered by the insurer.

The University may modify its administrative procedures regarding enrollment, billing, payment timing, and collection methods from time to time.

**3. Graduate Health Insurance for Stipended Graduate Workers Beyond Their Guaranteed Years of Funding**

This paragraph applies only to PhD and EdD students who have a maximum of four years of guaranteed funding. For up to two consecutive semesters immediately following the expiration of the Graduate Worker's guaranteed years of funding, eligible Graduate Workers will receive a health insurance grant award from the University's PhD Health Insurance Grant Program consistent with the terms of that Program, provided the Graduate Worker remains in good academic standing and meets all other eligibility criteria for the program as determined by the University and further provided the Graduate Worker holds a covered position under this Agreement where the expectation is that the Graduate Worker will perform 20 hours of work per week on average during the semester.

4. The University shall guarantee sufficient enrollment opportunities for eligible Graduate Workers to elect benefits.

**ARTICLE 13 – HOLIDAYS**

1. Graduate Workers shall observe the University academic holiday schedule set forth in University of Pennsylvania policy, and as it may be amended from time to time at the discretion of the University.

2. Graduate Workers shall not be required to work on any day designated as a University holiday as specified under that policy. Exceptions will only be made for essential work as determined by their supervisor.
3. Graduate Workers who are required to work on a University academic holiday shall receive an alternate day off approved in advance by their supervisor. Such compensatory days shall not count toward a Graduate Worker's vacation balance as described in the 'Vacation' article of this Agreement.
4. Graduate Workers may request reasonable schedule adjustments, including switching workdays, to observe religious holidays or cultural observances not recognized by the University. Such requests shall not be unreasonably denied.

#### **ARTICLE 14 – INTELLECTUAL PROPERTY**

1. The parties recognize that the University's "Patent and Tangible Research Property Policies and Procedures" apply to GWs. The University shall make this policy and procedures (and any applicable successor policy and procedures) accessible on the University's website. The University will give advance notice of University changes to this policy and procedures in accordance with the University's regular practice.
2. The parties recognize that the University currently has two policies describing the procedures for reporting and investigating potential research misconduct: the "Procedures Regarding Misconduct in Research" and the "Procedures Regarding Misconduct in Research for Non-faculty Members of the Research Community", which may be revised from time to time in accordance with the University's regular practice. The parties also recognize that the University has a policy against retaliation as outlined in the University's "Policy Against Retaliation".
3. No GW may be retaliated against in their employment due to having made a complaint of research misconduct in good faith and without malice or having participated in an investigation into research misconduct. If a GW in good faith believes they have been retaliated against in their employment in violation of the "Policy Against Retaliation" due to having made a complaint of research misconduct or having participated in an investigation

into research misconduct pursuant to either of the research misconduct procedures cited above (or any applicable successor procedures then in effect), the GW may make a complaint of retaliation under the "Policy Against Retaliation," subject to the conditions of the policy. This complaint should be made to the Graduate Provost Administrative Affairs Human Resources (Grad-PAAHR) office, and it will be handled in accordance with the practices and policies of that office. The University shall investigate all claims of retaliation.

4. To the extent allowed under the "Procedures Regarding Misconduct in Research for Non-faculty members of the Research Community" (or any applicable successor procedures then in effect), if a GW is a complainant or respondent in a research misconduct investigation the GW shall be entitled to designate their Union representative as their adviser when interviewed in accordance with the procedures. Nothing in this Article shall be read to limit or waive a GW's Weingarten rights to union representation where applicable.

#### **ARTICLE 15 – JOB EXPECTATIONS AND SCHEDULING OF WORK**

**Expected Workload.** The parties recognize that graduate workers in this bargaining unit are engaged in work of such a nature that the output produced, or the result accomplished, often cannot be precisely standardized or measured in relation to a given period of time and that the time necessary to accomplish an assignment may vary. No graduate worker shall be required to perform work covered by this Agreement for more than twenty (20) hours per week on average; the average workload calculation shall be commensurate with the assigned appointment percentage or hourly assignment. Supervisors may consider GWs' academic obligations in making work assignments.

The University maintains the right to define academic expectations, degree requirements, and the evaluation of academic progress in its programs. The workload requirements of the Graduate Worker should not be construed as imposing a limitation on the time and effort necessary to continue making satisfactory academic progress toward the degree requirements.

**Workload Adjustments.** Any graduate worker who reasonably believes their assigned duties require hours that will cumulatively, regularly, or substantially exceed the required hours of effort in Section 1 (Expected Workload) may bring such concerns to their supervisor promptly for discussion and appropriate action. This may include cases where assigned workloads exceed

the workload average defined in Section 1 of this Article. The supervisor will discuss such concerns and, as warranted, make adjustments to workload requirements. Adjustments may include increasing a GW's appointment percentage or reducing assignments given to the GW.

**Regular Work Hours.** While work schedules may vary, they shall reflect the reasonable requirements of teaching and research responsibilities.

- a. **Mandatory Meetings.** The University may offer a virtual or remote option for mandatory meetings that occur outside of regular work hours at the supervisor's discretion. If the meeting is to take place outside of the GW's regular work hours or regular worksite, they will be given notice of the meeting. GWs may be required to make up any missed mandatory meetings due to a conflict with a scheduled course.

#### **ARTICLE 16 – JOB POSTING**

1. The parties recognize that the University has sole discretion over the qualifications for the Graduate Worker positions, the methods used to make such hiring decisions, and who is hired as a Graduate Worker.
2. The University encourages hiring units to attempt to post open positions available to Graduate Workers on its website or via a similarly accessible forum such as an accessible forum such as an email listserv except for those positions already reserved for Graduate Workers to fulfill an appointment requirement. The University shall make reasonable efforts to notify Graduate Workers of open positions. When the University deems necessary to post positions the posting will include all pertinent information, such as duties, wages, hours, duration, and how to apply. Nothing in this Article will prohibit a school, department, or program from also advertising a position in a manner other than the University website.

#### **ARTICLE 17 – LABOR MANAGEMENT MEETINGS**

1. The parties shall establish a Labor-Management Committee with four (4) members representing the Union and four (4) members representing the University. The parties will each designate their own representatives to the Committee.

2. The Committee will meet at least two (2) times each academic semester and one (1) time over the summer to discuss matters necessary to the implementation of this Agreement and of general interest to the bargaining unit and the University. The purpose of the Committee is to provide a forum for the parties to address issues outside of the grievance process and maintain an open dialogue. The Committee may agree to additional meetings by mutual consent. These meetings shall not be used for negotiations of subsequent Agreements or to discuss pending grievances unless the parties mutually agree otherwise. If both parties agree it is not necessary to hold one of these meetings, that meeting may be canceled with reasonable notice. Designated representatives of the University and the Union will suggest agenda items prior to each meeting.

## **ARTICLE 18 – LEAVES**

### **1. Sick Time:**

Stipended Graduate Workers may request flexibility in scheduling for reasons including:

- A. The Graduate Worker's illness or medical care, serious or minor;
- B. A family member's illness or medical care;
- C. A short-term leave of absence to address the effects of domestic violence, sexual assault, harassment, or stalking; and
- D. Routine medical appointments and/or travel necessitated by any of the above.

Requests for flexible scheduling for such reasons shall be made to the Graduate Worker's supervisor with as much advance notice as possible. Requests shall be considered in good faith and approved where consistent with academic, instructional, research, and operational requirements. Nothing in this section shall limit the University's authority to assign, modify, or reassign instructional or research duties consistent with programmatic needs.

### **2. Medical Support Continuation:**

The University shall maintain a Medical Support Continuation Program for Stipended Graduate Workers who experience a temporary medical condition that materially limits their ability to perform assigned instructional or research duties. They would need to

apply and be approved for Medical Support Continuation. The approval would be subject to eligibility criteria established by the University that is consistent with PhD Student Leave of Absence Policy, applicable funding source restrictions, and approval by the appropriate academic authority. If approved, the University shall maintain the Graduate Worker's pay and health benefits for a limited period not to exceed 6 weeks during an approved medical leave.

### **3. Bereavement Leave:**

Stipended Graduate Workers shall be entitled to bereavement leave without loss of pay or benefits in the event of a death in the Worker's immediate or extended family, as follows:

- A. Up to five (5) days** for the death of a spouse, domestic partner, child, parent, guardian, sibling, or the corresponding in-law relationships (son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law);
- B. Up to three (3) days** for the death of a grandparent, grandchild, aunt, or uncle; and
- C. One (1) day** for the death of a first cousin, niece, or nephew.

Bereavement leave shall be taken within the semester the death occurs, as approved by the University, and may be required to be supported by reasonable documentation consistent with University practice.

### **4. Jury Duty**

Graduate Workers shall be granted time off for jury duty and are expected to report for work on days when court is not in session or their presence isn't required. Stipended Graduate Workers who provide a copy of their jury summons to their supervisor will continue to receive their stipend during their jury service, unless there are grant or other funding restrictions that preclude this.

### **5. Military Leave**

The University shall comply with applicable state and federal laws governing military service and leaves.

### **6. Family and Parental Leaves:**

## **A. New Parent Accommodation**

The University shall make available to Stipended Graduate Workers a New Parent Accommodation of eight (8) weeks of time off for the birth or adoption of a child as outlined in the Family Friendly Policies for PhD Students. During this period:

- a. The Graduate Worker shall be relieved of service responsibilities; and
- b. Graduate Workers receiving University-funded stipend support shall continue to receive such support to the extent provided under applicable University policy.
- c. Graduate Workers funded by external grants or other non-University sources shall receive benefits only to the extent permitted by the terms of such funding. Prior to taking time off pursuant to this section, international Graduate Workers should consult with International Student and Scholar Services (ISSS) to discuss how taking leave affects immigration status.
- d. Nothing in this Agreement shall obligate the University to provide funding continuation not permitted by policy or external sponsor rules.

## **B. Family Leave of Absence**

Stipended Graduate Workers may take an unpaid Family Leave of Absence of one (1) semester for the birth or adoption of a child, childcare responsibilities, or to care for a spouse, domestic partner, child, or parent with a serious health condition as outlined in the Family Friendly Policies for PhD Students. During this period:

- a. the Graduate Worker will be relieved of service responsibilities. This Leave will "stop the clock" on a Graduate Worker's service responsibilities. Services requirements (e.g., teaching, research) will be met by the Graduate Worker following return from Family Leave.
- b. Funding commitments from the University are deferred until the Graduate Worker returns from Family Leave. Graduate Workers receiving funding from external sources, such as government grants, are subject to the conditions established by the funding source.

- c. Graduate Workers whose funding includes University-provided health insurance shall continue individual coverage for one (1) semester consistent with University policy and may petition for an additional semester.
- d. Graduate Workers whose external funding does not provide continued insurance coverage while on leave shall likewise receive University-funded individual health insurance for one (1) semester, with the option to petition for one additional semester.
- e. For the duration of their Family Leave, Graduate Workers shall retain access to dependent health insurance coverage as outlined in Article 12 (Healthcare).

**C. University Authority**

- a. The University may revise the Family Friendly Policies for PhD Students, but shall not reduce the length of the New Parent Accommodation or Family Leave of Absence during the duration of this Agreement. Any changes to the Family Friendly Policies must be made at its discretion with a minimum of 30 Days' Notice to the Union.

**b. Non-Precedent Clause**

Any discretionary approval or exception granted by the University under this Section shall be non-precedential and shall not be used as the basis for any future grievance, arbitration, or bargaining demand.

**7. Unpaid Leaves of Absence:**

- A. Leave of Absence:** Stipended Graduate Workers may request an unpaid personal leave of absence, subject to approval by the Graduate Group Chair or Graduate Dean of the Graduate Worker's school.
- B.** Consistent with the PhD Student Leave of Absence Policy, Graduate Workers on unpaid leaves who prior to taking such leave received healthcare benefits as provided for in this Agreement will continue to receive all healthcare benefits included in this Agreement for one (1) full semester, with the option to petition for one additional semester but the additional semester is not guaranteed.

**8. Reinstatement After Leave**

- A.** Upon taking leave, Graduate Workers shall be notified in writing regarding requirements for returning from leave.

- B.** No Graduate Worker shall be discriminated or retaliated against in their employment for taking a leave of absence.

**ARTICLE 19 – MANAGEMENT RIGHTS AND ACADEMIC AUTHORITY**

**1. Management Rights**

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in The University of Pennsylvania (Penn or the University) and may be exercised by Penn at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, the right to:

- a.** determine, establish, direct, and control the University's mission, objectives, priorities, organizational structure, programs, services, activities, facilities, locations, operations, and resources;
- b.** recruit and appoint employees of the University and to determine the size and composition of the workforce, including the number of employees assigned each semester;
- c.** direct, assign, train, and otherwise supervise the work of employees;
- d.** establish, modify, direct, and control the means, methods, personnel, supplies, vendors, facilities, financial and payroll procedures, and all other processes through which the University conducts its programs, services, and operations, including but not limited to taking any and all action necessary to maintain efficiency, safety, and effectiveness;
- e.** subtract, modify, or discontinue any or all portion(s) of the University's programs, services, and operations;
- f.** terminate or modify any past practices arising prior to the date of this Agreement, if those past practices conflict with this Agreement;
- g.** hire, suspend, transfer, discipline, lay off, schedule, assign or terminate employees including the discipline and discharge of employees for just cause;

- h.** direct and assign work, establish training requirements and conduct training, set individual schedules and hours of work, and supervise employees;
- i.** determine and modify the qualifications and job responsibilities of employees;
- j.** subcontract all or any portion of operations, including employing non-bargaining unit temporary workers and/or employees not covered by this agreement;
- k.** establish new job classifications within the bargaining unit;
- l.** establish and modify standards of conduct and to discipline or discharge employees for just cause;
- m.** establish and modify the processes and criteria by which employees will be evaluated in their employment-related performance;
- n.** select all insurance carriers and to change carriers from time to time;
- o.** determine student benefits including health, dental, vision, and other medical insurance and prescription drug policies;
- p.** establish and modify work rules, regulations and policies; and
- q.** take any and all actions the University may, in its discretion, deem necessary to carry out its function in public health emergencies.

## **2. Academic Authority**

Decisions regarding who is taught, what is taught, how such content is taught and delivered, including the delivery method of instruction, and who does the teaching involves academic judgment and shall be made at the sole discretion of Penn. All questions of academic judgment and decision-making are vested solely in Penn's exclusive discretion, and over which Penn has no obligation to bargain. These matters include, but are not limited to the right to determine:

- a.** matters of student admissions, appointments, reappointments, and assignments, matriculation, including the standards by which these are determined;

- b.** matters regarding research methodology, materials, and research misconduct, research topics;
- c.** matters regarding grants, including, but not limited to application, selection, funding sources, administration, usage, accountability, termination, and compliance;
- d.** creation, elimination, or modification of courses and curriculum;
- e.** content of courses, instructional materials, and the nature and form of assignments required, including examinations and other academic work;
- f.** class and section size, student-to-TA ratio, and scheduling of classes and sections;
- g.** decisions to create, eliminate, combine, suspend, or otherwise modify academic, service, and community support;
- h.** housing, academic, and residential use of Penn properties;
- i.** academic grading policies and practices;
- j.** establishment, application, and modification of any and all policies, procedures, and rules relating to academic and degree expectations, enrollment matters, and student affairs of Penn, including (but not limited to) with respect to tuition, fees, costs, financial aid, admissions and appointments and assignments, admissions standards, matriculation, graduation standards, curriculum offerings and schedules, academic calendar, credits, athletics, faculty and other employment (including but not limited to hiring, tenure and discipline), student resources, campus health and safety, student groups, and activities, alumni;
- k.** all decisions involving academic matters and academic standards; and,
- l.** all other academic policies and procedures regarding unit members' status as students, including, but not limited to academic standing, academic probation and dismissal, academic and research integrity, academic standards and academic progress as students, and the completion of degree requirements.

The enumerated rights of management and academics are not exhaustive, nor does it exclude other management or academic rights not specified herein. The University, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude

Penn from exercising the same in some other way. No action taken by Penn with respect to management or academic rights shall be subject to the Grievance and Arbitration Procedures or collateral suit unless the exercise of such right violated an expressly written provision of this Agreement.

#### **ARTICLE 20 – NO STRIKE/NO LOCKOUT**

1. Each of the parties acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Union, its officers and representatives at all levels, and all Graduate Workers, are bound to observe the provisions of this Agreement. The University, and its representatives at all levels, are bound to observe the provisions of this Agreement.
2. During the life of this Agreement, the Union will not cause, or cause the Graduate Workers represented by it to cause, nor will any such Graduate Workers take part in any strike, slowdown, work stoppage, or any other concerted interference with the University's work or operations. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity and no Graduate Workers shall participate in any such activity.
3. Should any Graduate Workers take part in any strike or other activities contrary to the terms of this Article, the University shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the Graduate Workers concerned immediately returned to work in the case of a strike or to cease any other activity prohibited by this Article by:
  - a. Disavowing to the bargaining unit such action by the Graduate Workers;
  - b. advising the University in writing that such action by Graduate Workers had not been called or sanctioned by the Union; and

- c. notifying the Graduate Workers of its disapproval of such action and instructing such Graduate Workers to cease such action.
4. The University agrees that it shall not lockout any of the Graduate Workers covered by this Agreement.
5. Any Graduate Worker engaging in any conduct prohibited by this Article may be subject to disciplinary action, up to and including termination of employment.

**ARTICLE 21 – PROHIBITION AGAINST UNLAWFUL DISCRIMINATION AND HARASSMENT**

**1. Preamble**

The University of Pennsylvania is committed to fostering a working and learning environment that is free from unlawful discrimination, harassment and retaliation.

**2. Prohibition of Discrimination and Harassment**

Penn prohibits discrimination and harassment in accordance with its Non-Discrimination Statement and Equal Opportunity Policy (<https://oeop.upenn.edu/about>) and its Principles of Responsible Conduct (<https://oacp.upenn.edu/oacp-principles/>), including the section on Respect for Others in the Workplace (<https://oacp.upenn.edu/oacp-principles/respect-for-othersin-the-workplace/>), and in accordance with federal, state and local law. Other Penn policies also prohibit discrimination, including but not limited to Penn's Sexual Misconduct Policy (<https://catalog.upenn.edu/pennbook/sexual-misconduct-resource-offices-complaintprocedures/>).

Graduate Workers are entitled to protections under these Penn policies and are also expected to comply with them. These policies reflect the University's commitment to fostering a workplace characterized by respect and equal opportunity. Notification of any changes to these policies will be made in accordance with Penn's regular practice.

**3. Reporting and Recourse**

Graduate Workers may report violations of the Equal Opportunity Policy through Penn's Office of Equal Opportunity Programs. Other policies may specify different reporting options. Complaints regarding alleged discrimination or harassment may also be addressed through the Grievance and Arbitration process as outlined in this Agreement.

- a. **Timelines:** Graduate workers are encouraged to report concerns promptly. Grievances alleging violations of this Article must be filed in accordance with the grievance article.
- b. **Interim and Supportive Measures:** To the extent that complaints and grievances arise under this article, the University shall work with the complainant to implement any appropriate interim support measures. Such measures are intended to ensure that the Graduate Worker can continue working in a safe and supportive environment during the duration of an investigation and/or the filing and processing of a grievance. The University in its exclusive discretion shall determine which supportive measures, if any, will be imposed in any situation. In making this determination, the University will consider any requests and make a good faith effort in considering any request made by the Graduate Worker, but shall maintain the discretion to determine the appropriate supportive measures.

#### **4. Protection from Retaliation**

In accordance with Penn's Policy Against Retaliation (<https://www.hr.upenn.edu/policies-and-procedures/policy-manual/other-policies/policy-against-retaliation>), the University prohibits retaliation against any Graduate Worker for reporting discrimination, harassment, or participating in an investigation.

#### **5. Pregnancy-Related Accommodations**

Penn complies with applicable federal, state, and local laws regarding pregnancy accommodations. Graduate Workers are entitled to reasonable accommodations for pregnancy, childbirth, or related medical conditions consistent with these laws and Penn policy and practice concerning Lactation and OEOP Guidance "Accommodation Services For those Graduate Workers with Disabilities or Limitations Due to Pregnancy, Childbirth or Related Medical Conditions." Requests for pregnancy-related accommodations related to a

graduate worker's teaching or research should be made to the Office of Equal Opportunity Programs.

#### **6. All Gender Restrooms**

The University shall maintain a publicly available list of gender-neutral restrooms on campus. The Union may raise issues related to the accessibility and convenience of gender-neutral restrooms at Labor-Management Committee meetings, and the University is committed to these discussions.

#### **7. Religious Accommodations**

Penn will provide reasonable accommodations for sincerely held religious beliefs in accordance with applicable federal, state and local law and Penn policy and practice. Requests for religious accommodations related to a graduate worker's teaching or research should be made to the Office of Religious and Ethnic Interests (Title VI).

### **ARTICLE 22 – RETIREMENT**

The University shall amend the Supplemental Retirement Annuity (SRA) Plan to reflect that, effective July 1, 2026, Graduate Workers are eligible to participate in the SRA Plan on a voluntary basis, and in accordance with the SRA plan requirements. Graduate Workers will not receive any employer contributions in the SRA plan. Eligibility for participation in the SRA plan is exclusively governed by the SRA plan documents, and neither eligibility for participation nor a benefit determination is grievable under this agreement but may be addressed through any dispute resolution processes in the SRA Plan. Employees may make pre-tax or post-tax (Roth) contributions to the SRA Plan.

### **ARTICLE 23 – SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. If any provision of the Agreement is found to be contrary to law, upon the written request of one party, the parties agree to negotiate in good faith for the

sole purpose of reaching an agreement on a substitute provision for the article found to be contrary to the law.

## **ARTICLE 24 – SUPPORT FOR INTERNATIONAL AND IMMIGRANT WORKERS**

### **1. Graduate Worker International Assistance Fund**

Effective within ninety (90) days of ratification, the University will establish a Graduate Worker Immigration Assistance Fund to help Graduate Workers with F-1 or J-1 Visas who become out of status while resident in the United States through no fault of their own. Fees or expenses for initial visas are not eligible for reimbursement from the fund. The University will contribute \$50,000 per Fiscal Year to the Fund, and any amount not used in a fiscal year will roll over to the next year provided that the total Fund will not exceed \$50,000. Disbursements may be used to cover fees and out of pocket expenses incurred to extend or reinstate a J-1 or F-1 visa. The University will review all applications and approve disbursement according to standards established by the University. Applications meeting these standards will not be unreasonably denied. Any determination under this section may be subject to grievance and arbitration, but any arbitrator's award in a dispute arising out of this section shall not cause the University's total payments from the Immigration Assistance Fund to exceed \$50,000 in the fiscal year in which the award is rendered. The Union acknowledges that the University cannot provide legal or tax advice to international graduate workers and no decisions made in connection with this Fund are intended to constitute such advice.

### **2. Re-employment/Time off From Work Due to Immigration Issues**

In cases where a Graduate Worker is unable to return to the United States as a result of the Graduate Worker's immigration status, and for reasons outside of the Graduate Worker's control (e.g., administrative processing), the University shall make reasonable efforts to arrange for the Graduate Worker to continue to perform their duties remotely outside the United States, for a limited period of time, subject to any applicable operational or legal restrictions. Any determination under this section may be a subject of a grievance but may not be taken to arbitration under the Grievance and Arbitration provision of this Agreement.

If the University is unable to lawfully continue employing a Graduate Worker due to a change in their immigration status, the University will meet with the Graduate Worker, and at the Graduate Worker's request with the Union and with appropriate FERPA release, to discuss potential reemployment into their prior position or another suitable position if the original role is unavailable, once the Graduate Worker obtains lawful work authorization. If the Graduate Worker obtains student immigration status that lawfully permits them to work as a Graduate Worker, the University shall make reasonable and timely efforts to reemploy them, consistent with applicable law. The timing and feasibility of re-employment shall remain in the University's exclusive discretion. Any determination under this section may be a subject of a grievance but may not be taken to arbitration under the Grievance and Arbitration provision of this Agreement.

Stipended PhD. Graduate Workers shall have the right to request reasonable time off without loss of pay or benefits in order to attend visa and immigration proceedings for themselves or their spouse or children. A Graduate Worker shall make such requests with as much advance notice as possible and, if requested, provide supporting documentation to the University.

### **3. Support for International Graduate Employees**

The University and the Union mutually affirm their shared commitment to supporting international Graduate Workers. To uphold this commitment, the University and the Union agree on the following shared principles:

- a. Timely processing of immigration-related documentation upon receipt of required materials.
- b. Timely submission of any required documentation by Graduate Workers.
- c. Timely responses to general immigration inquiries.
- d. Sharing accurate and current information regarding changes in U.S. immigration policy that may affect international Graduate Workers.
- e. Maintaining accessible online resources for international Graduate Workers, including FAQs and guidance on immigration and relevant University policies.

- f. Offering referrals to qualified external legal or immigration resources where appropriate.
- g. Supporting international Graduate Workers in urgent immigration-related situations through appropriate University channels.
- h. Continuing to direct Graduate Workers to (215) 573-3333 for travel or immigration related emergencies.
- i. Taking corrective steps when inaccurate information is provided by University personnel or by Graduate Workers.

#### **4. Immigration and Tax Workshops**

The University and the Union recognize the importance of providing international Graduate Workers with access to timely and accurate information on immigration and tax matters. To support this, the University shall:

- a. Provide regular immigration workshops and webinars through ISSS to address topics relevant to international Graduate Workers, addressing topics such as visa regulations, work authorization, travel guidance, and other matters relevant to international Graduate Workers.
- b. Offer tax-related programming, including informational sessions and webinars, to assist international Graduate Workers in understanding and complying with U.S. tax obligations.
- c. Promote all immigration and tax-related events through appropriate University communication channels, such as newsletters, listservs, and relevant websites to ensure broad and consistent outreach.
- d. Communicate funding-based tax status and related implications on an annual basis and in advance of any known changes that may affect international Graduate Workers.

#### **5. Privacy and Safety in the Workplace for International and Immigrant Graduate Workers**

The University affirms its commitment to the safety and privacy of International Graduate Workers. Public Safety is the official liaison with all law enforcement for the University. Any Graduate Worker who is approached on campus by law enforcement (including but not limited to Immigration and Customs Enforcement) should contact the Division of Public Safety at 215-573-3333. The University's Office of International Student and Scholar Services (ISSS) provides comprehensive immigration and integration services, including assisting Graduate Workers with legal difficulties affecting their right to work in the United States in accordance with ISSS and other University policies.

The University will make available to International Graduate Workers advice about responding to immigration agents or Department of Homeland Security (DHS) agents if such agents are on campus.

#### **6. Labor-Management Committee**

On the request of either party, the Labor-Management Committee shall meet to discuss workplace issues concerning International Graduate Workers.

### **ARTICLE 25 – TRAINING**

1. The University shall provide Graduate Workers with the trainings, training materials, and orientations necessary for them to fulfill their job duties as employees. In addition, the University shall pay any associated fees. Except as otherwise specified in this agreement, the University shall determine what trainings, training materials, and orientations are necessary for each position, as well as the content, length and delivery manner of the trainings/orientations. All required training shall be considered mandatory and inclusive of a Graduate Worker's job duties and responsibilities.
2. The University will provide reasonable notice to Graduate Workers in advance of any required trainings or orientations. Attendance at a required training and/or orientation shall be considered part of a Graduate Worker's workload.
3. If the University requires a Graduate Worker to complete training for a position prior to the start of the appointment period, compensation for the time spent on such training will be

provided only as explicitly outlined by the University and in accordance with applicable policies and regulations.

## **ARTICLE 26 – TRANSIT AND PARKING**

- 1. Shuttles and Penn Buses.** Graduate Workers will continue to have access to the network of shuttles and Penn Buses on the same basis as University faculty, staff, and students.
- 2. Commuter Benefits.** Stipended GWs shall be eligible to enroll in one of the following programs.
  - a. Public Transit:** Effective June 20, 2026, Stipended Graduate Workers may elect to purchase monthly SEPTA transit passes at a ten percent (10%) discount, on a post-tax basis, in accordance with University procedures. To be eligible for the discount, monthly passes must be purchased by the stated deadline the month preceding the month of use. Graduate Workers are responsible for establishing and maintaining an individual purchasing account and providing a valid method of payment, as required by the applicable transit provider or University-designated vendor. The University's role under this Article is limited to facilitating access to the discounted program. The University shall not be responsible for declined, rejected or unsuccessful transactions including those related to payment authorization or account status. Matters related to such transactions shall not be subject to the Grievance and Arbitration provisions of this Agreement. Applicable terms and conditions for the SEPTA Student Pass Program apply. If the University increases the transit discount available through the program for participants generally, Graduate Workers shall receive the same increase, subject to program rules and administrative requirements. The Union acknowledges that the SEPTA Student Pass Program is available through a partnership program between the University and SEPTA whose terms, conditions, and products may change.
  - b. Bicycling.** Stipended Graduate Workers will have access to the "Penn Bike Commuter Expense Reimbursement Program," provided the total expenditures to Stipended Graduate Workers in any given academic year (beginning with fall semester of 2026) will not exceed \$30,000. Unused funds will not roll over from year to year.

**c. Parking.** Graduate Workers will have access to unreserved parking available to staff, faculty and other graduate students including hang tags, garages, surface lots, proximal lots, and daily garage. Graduate Workers who have Disability Parking Placards will be provided access to accessible parking on the same basis as other university faculty and staff with Disability Parking Placards. The Union acknowledges that University policies with respect to parking may be amended from time to time by the University in its discretion. The University will alert the Union in advance.

**3. Labor Management Committee Meetings.** Given the shared aims of safety and sustainability, the Union may raise issues related to bike accessibility at Labor-Management committee meetings, and the University is committed to these discussions.

#### **ARTICLE 27 – TRAVEL**

- 1.** A Graduate Worker who is required or approved to travel as part of the Graduate Worker's job duties, shall receive travel advances, direct travel funding, or reimbursement of expenses in accordance with the University and/or Departmental travel policy. Graduate Workers shall comply with all University systems in submissions of travel expenses. Reimbursement requests must follow university policy regarding timing and support requirements.
- 2.** The University shall directly pay preferred providers in advance, where prepayment is an option with these providers, for all authorized and approved lodging and transportation expenses and conference registration fees.
- 3.** The University shall make all reimbursement policies and the process for accessing reimbursements readily available on an official website.
- 4.** The University shall provide reasonable notice to the union in advance of any proposed changes to travel pre-payment or reimbursement policy.
- 5.** The University shall provide Graduate Workers when traveling as part of their job responsibilities with travel insurance in accordance with University employee policy.

## **ARTICLE 28 – TUITION AND FEE REMISSION**

1. Eligible Graduate Workers receiving a stipend who are in a position covered by this Agreement shall receive tuition and fee remission in accordance with University Policy as may be amended if generally applicable to all graduate students.
2. This paragraph applies only to PhD and EdD students who have a maximum of four years of guaranteed funding. For two consecutive semesters immediately following the expiration of the Graduate Worker's guaranteed years of funding, eligible Graduate Workers shall receive tuition and fee remission in the amount they otherwise would have paid that semester, provided the Graduate Worker remains in good academic standing and is not receiving funding from any other source (internal or external) that would fully cover the Graduate Worker's tuition and fees, and further provided the Graduate Worker holds a covered position under this Agreement where the expectation is that the Graduate Worker will perform 20 hours of work per week on average during the semester.

## **ARTICLE 29 – UNION RIGHTS**

### **1. Union Access**

The Union and its agents, including but not limited to stewards, elected local officers, and Union field staff, shall have reasonable access to the University's facilities for the transaction of union business relating to this Agreement at reasonable times, provided they follow University policies and provide two (2) day-advance notice to the University when possible. The Union shall not be prohibited from communicating with members of the bargaining unit using their University-provided email addresses.

### **2. Meeting Space**

The Union shall have access to adequate meeting space on campus consistent with current practice with external organizations. The union agrees to comply with all University regulations and policies regarding the reservation and use of such facilities for external organizations.

### **3. Bulletin Boards**

The Union shall be permitted to post notices, flyers, and posters pertaining to union interests and activities on University-designated bulletin boards in University buildings where teaching and research typically occur. The subjects of such notices may include, but are not limited to, meetings, dues, social activities, and general union matters in accordance with University policies regarding access and approval for bulletin boards on University property. No notices that are defamatory to the University shall be posted.

#### **4. Stewards and Other Representatives**

Graduate Workers elected as stewards, local officers, or otherwise designated by the Union to represent it for the purposes of bargaining with the University shall be permitted reasonable time to investigate, present, and process grievances, attend meetings with the University, and/or complete their bargaining duties during non-working hours.

#### **5. Orientation**

Upon request from the Union, the University will provide appropriate space for the Union to conduct a 60-minute orientation for new Graduate Workers during University orientation activities. The Union orientation shall not be scheduled so as to interfere with any required University activities. The University shall not require attendance at any Union orientation. The Union's orientation shall not be considered time worked by the University for purposes of pay.

The Union will be given thirty (30) minutes to present information to bargaining unit employees in attendance at the annual CETLI Teaching Assistant (TA) Training for new TAs. The Union's presentation shall be conducted independently of, and shall not be considered part of, the CETLI Training program. Attendance at the Union's presentation shall be voluntary and unpaid. The University shall notify the Union in writing of the date, time, and location of the CETLI Training no later than ten (10) calendar days prior to the scheduled session. The University may communicate orientation details to graduate workers.

#### **6. Employee List**

The University will provide the Union with an initial report of its defined directory information (including name, university email address, personal email address, personal

phone number, school, department, job title, and campus location) for all Graduate Workers electronically within twenty-one (21) days after the first day of each academic term. The Union recognizes that this list may be subject to change until the end of the University's add/drop period. The University will provide the Union with a final report of its defined directory information for all Graduate Workers within twenty-one (21) days after the enrollment date for each academic term. This directory information will be updated and provided to the Union on a bi-monthly basis thereafter, unless a Graduate Worker has formally opted out of the release of their directory information in accordance with University policy. Graduate Workers who have formally opted out of the release of their directory information in accordance with University policy shall be excluded from all such reports.

For the University to release non-directory information under the Family Educational Rights and Privacy Act (FERPA) to the Union, the Union will be responsible for obtaining and providing the University with valid written consent from each individual Graduate Worker. The University will only release the non-directory information of those Graduate Workers for whom explicit written consent has been received and verified by the University.

### **ARTICLE 30 – UNION SECURITY**

1. Every Graduate Worker shall when in a covered position under this Agreement, become and remain a member in good standing of the Union, or pay an agency fee pursuant to this Article, beginning no later than thirty (30) days after either (a) the date of their initial hire into a position covered by this Agreement, or (b) the effective date of this Agreement, whichever is later.
2. If a Graduate Worker elects to join the Union, dues and fees shall be deducted from each paycheck provided they have provided written authorization to the University for such deductions. The Union shall provide the University with the amount of Union membership dues and fees that a Graduate Worker who joins the Union must pay.
3. If a Graduate Worker chooses not to be a member of the Union, they shall pay the Union an agency fee which will be deducted from each paycheck provided they have given written authorization for such deductions. The amount of the agency fee will be set by the Union in a manner consistent with relevant law.

4. As soon as feasible after receipt of such written authorization from an eligible Graduate Worker but no sooner than the first full pay period following receipt of the Graduate Worker's written authorization, the University shall deduct Union membership dues or agency fees from each paycheck. The University is not required to make any retroactive deductions. The University shall remit the dues and agency fees to the Union, together with an electronic list of names of the Graduate Workers from whom deductions were made on a monthly basis. The electronic list shall contain the Graduate Worker's name, amount of dues or agency fees deducted, and gross wages.
5. The University will not discourage Graduate Workers from becoming members of the Union. If a Graduate Worker asks questions about Union payroll deductions or the Union in general, the University will refer the Graduate Worker to the Union.
6. The University shall deduct amounts from the pay of all dues-paying Graduate Workers whose written authorizations have been provided to the University authorizing it to make specific contributions to the UAW Voluntary Community Action program (VCAP). The University will follow the same process regarding remittance of VCAP deductions to the Union as in Section 4 of this Article.
7. The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

#### **ARTICLE 31 – VACATIONS**

To the extent eligible, Graduate Workers on stipends while in positions covered by this Agreement shall be granted reasonable time off from work for vacation. Graduate Workers shall coordinate vacation time with their immediate supervisor. Stipended Graduate Workers in Research positions covered by this Agreement shall be granted ten (10) paid vacation days per year, prorated for partial years. Additionally, stipended Graduate Workers in research positions shall be granted the Special Winter Vacation days pursuant to University Policy as it may be amended from time to time. Pursuant to that University Policy, Graduate Workers who are required to work during this period shall receive equivalent time off with pay which must be

taken within ninety (90) days. Vacation days will not rollover and/or be paid out to the graduate worker. Stipended Graduate Workers in Teaching positions shall receive time off during scheduled Academic University breaks. Hourly Graduate Workers shall not be entitled to any vacation benefits. If a University holiday, or weekend falls during a Graduate Worker's vacation, the Graduate Worker shall not be charged vacation time for that period of time. Nothing in this article shall limit Graduate Workers from taking additional paid vacation time if agreed upon with their supervisor. Graduate Workers taking vacation days are still responsible for completing all job duties as assigned.

### **ARTICLE 32 – WORKERS' COMPENSATION**

To the extent applicable, the University shall comply with Pennsylvania workers' compensation law for Graduate Workers engaged in covered employment activities. Workers' compensation covers Employees' reasonable and necessary medical expenses and provides income for lost time from work due to an accident or an illness deemed compensable under the workers' compensation law.

Benefits continuation and/or position retention, to the extent applicable, shall be provided if required by applicable workers' compensation law.

Graduate workers should report all work-related injuries and illnesses immediately to their supervisor. Graduate workers should seek initial medical treatment for work-related injuries and illnesses at Occupational Medicine. Occupational Medicine will assist the graduate worker to initiate the claims reporting process. In the event Occupational Medicine is not open, then treatment may be sought at Student Health or at an Emergency Department.

If initial treatment is sought outside Occupational Medicine, then the graduate worker should initiate a workers' compensation claim by contacting the University's workers' compensation claims administrator. Graduate Workers who wish to initiate a claim even though medical treatment is not needed should also contact the University's workers' compensation claims administrator.

Information for graduate workers regarding these processes will be posted on the Penn Division of Finance website.

**ARTICLE 33 – WORKSPACE AND MATERIALS**

1. The University as it deems appropriate will provide Graduate Workers with the supplies, materials, and workspaces required for them to perform their assigned job duties as employees.
2. The University, as it deems appropriate will consider reasonable requests for modifications for supplies, materials, and workspaces provided to Graduate Workers for them to perform their assigned job duties as employees.
3. Graduate Workers may request to work remotely or hybrid in-person/remote on a temporary or permanent basis. Such requests shall be made in writing to the appropriate Faculty supervisor for the position and the University may, in its discretion, approve or not approve this request.

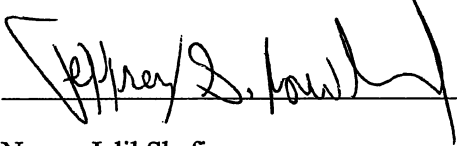
**ARTICLE 34 – DURATION**

1. Except as otherwise provided herein, this Agreement shall be in full force and effect for the period commencing upon ratification and ending midnight on June 1, 2028.
2. The University and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of this Agreement.


**The Trustees of the University of Pennsylvania**

---

Name: Jeffrey Rowland  
Title: Executive Director, Human Resources

  
\_\_\_\_\_

Name: Jalil Shafi  
Title: Director, Human Resources, Office of the Provost

  
\_\_\_\_\_

Name: Rebecca Block  
Title: Associate Director, Human Resources, Office of the Provost

*Rebecca Block*  
\_\_\_\_\_

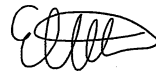
---

**Graduate Workers Together at the University of Pennsylvania International Union, United  
Automobile, Aerospace and Agricultural Implement Workers of America**


**GETUP-UAW Local 5124**

---


Ethan Hill

  
\_\_\_\_\_  
Signature

Clara Abbott

  
\_\_\_\_\_  
Signature

Emily Aunins

  
\_\_\_\_\_  
Signature

Peter Bailer

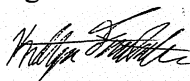
  
\_\_\_\_\_  
Signature

Caitlin Frazee



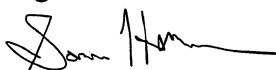
Signature

Katelyn Friedline



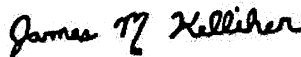
Signature

Sam Herrmann



Signature

Jimmy Kelliher



Signature

Sam Layding



Signature

Jancarlos Montoya



Signature

Clancy Murray



Signature

Izzy Navarro



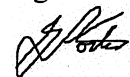
Signature

Josh Ofili



Signature

George Porter



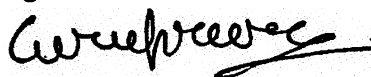
Signature

Caleb Scott-Joseph



Signature

Guru Shabadi



Signature

Anne-Marie Zaccarin



Signature