



**Collective Bargaining
Agreement between:**

UE Local 1043 (“SGWU”)

and

**Leland Stanford
Junior University**

**November 22, 2024-
August 31, 2027**

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ARTICLE 1: AGREEMENT

This **Agreement** is entered into this November 22, 2024, by and between Leland Stanford Junior University (hereafter, the “**University**”) and the United Electrical, Radio and Machine Workers of America (“**UE**”), and its affiliate, UE Local 1043 (“**SGWU**”) (hereafter, the “**Union**”).

ARTICLE 2: RECOGNITION

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 32-RC-316964, the University recognizes the Union as the sole and exclusive collective bargaining representative, for the purposes of establishing wages, hours, benefits, and conditions of employment, for all Graduate Workers in the bargaining unit.

The bargaining unit shall include all Ph.D., Master’s (excluding MBA) and J.D. students (as well as students pursuing degree combinations that include Ph.D., Master’s [excluding MBA], and J.D.) enrolled at Stanford University located at 450 Jane Stanford Way, Stanford, CA 94305 who provide instructional and/or research services for the University in classifications including Teaching Assistant, Research Assistant, and Course Assistant, and students on fellowship who provide instructional services.

The bargaining unit shall exclude all other exempt employees (including faculty or staff enrolled using University tuition benefit); students who are not providing research or instructional services for any class listed in Stanford Explore Courses, including all other students on fellowship; all other students (including but not limited to the following students: MBA, DMA, JSD, MD, and undergraduate students [including undergraduates who are coterminously enrolled in graduate program], students not seeking Stanford degrees, and visiting students) office clericals; managers; guards and supervisors as defined in the National Labor Relations Act.

The term “**Graduate Worker**” as used in this Agreement shall refer to employees working in the included positions above. Each position covered by this Agreement shall be referred to as an “**Appointment.**”

ARTICLE 3: UNION SECURITY

Section A. Dues or Fees Election

Graduate Workers shall elect to either pay membership dues or agency fees during their Appointment as a condition of employment. The University shall not coerce or otherwise attempt to influence a Graduate Worker regarding their decision to pay membership dues or pay agency fees.

Section B. Paycheck Deduction Authorization

If a Graduate Worker elects to become a member of the Union, they may choose to have their Union membership dues deducted from each paycheck provided they have signed an authorization

for such deductions in a paper or electronic form provided by the Union. The Union shall provide the University with the amount of Union membership dues that a Graduate Worker who joins the Union must pay.

If a Graduate Worker elects to not be a member of the Union, they may choose to have the Union agency fees deducted from each paycheck provided they have signed an authorization for such deductions in a paper or electronic form provided by the Union. The Union will provide the University with the amount of the agency fee which will be set by the Union in a manner consistent with legal requirements.

Section C. Dues or Fees Deduction

The Union shall provide such signed authorization from an eligible Graduate Worker to the University electronically and, upon receipt of signed authorization, the University shall deduct Union membership dues or agency fees from each paycheck for wages paid for work in an Appointment. The University shall remit the dues and fees to the Union, together with an electronic list of names of the Graduate Workers from whom deductions were made. The electronic list shall contain the Graduate Worker's name, SUNetID, current salary, full-time-equivalent status, the amount of dues/fees deducted, and the date of each deduction. The University shall not have any responsibility for deductions from amounts paid as a stipend or amounts received by a Graduate Worker from sources other than the University.

Section D. Dues or Fees Remittance

The Union shall receive payroll deductions for any dues, fees, and/or contributions from any Graduate Worker during a quarter when the Graduate Worker has an Appointment and has indicated in writing on the authorization form referred to in this Article that they wish such deductions to be made. The authorization forms must be received by the University's designated representative by at least ten (10) business days before the beginning of the pay period in which the deductions are to begin. The Union agrees to promptly notify the University of any revocation of this authorization.

Section E. Dues or Fees Transmission

The University shall electronically transmit to the Union within ten (10) calendar days after the end of each month all dues and fees deducted for that month in accordance with Sections C and D above.

Section F. Indemnities

The University assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article, and the Union agrees that it will indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity or any action taken or not taken arising from any deductions made under this Article.

Section G. Student Status

This Article shall only apply to the status of a Graduate Worker as covered by this Agreement and shall not impact their status as a student.

Section H. Start of Dues Deduction

The University shall begin deductions no later than March 1, 2025.

ARTICLE 4: UNION RIGHTS AND ACCESS

Section A. Union Representatives

The Union may designate officers and/or stewards. The University shall deal with such officers and/or stewards as representatives of the Union, and other designated representatives employed by UE, for purposes of administering this Agreement. Such individuals shall be granted access to University facilities in accordance with generally applicable University policies and procedures and relevant health, safety, privacy, and security regulations, such as those involving labs designated as restricted space. On a quarterly basis and upon any changes, the Union shall provide a current list of Union officers, stewards, and UE representatives to the University via email to stanfordelr@stanford.edu.

Section B. Union Business

Upon providing prior reasonable notice to their supervisor, Graduate Workers elected as stewards and local officers shall be granted reasonable time to investigate, present, process, and support the processing of grievances, carry out other activities to administer this Agreement, and to attend union conferences, conventions, meetings, and trainings, so long as these activities do not disrupt the University's operations or fulfillment of their Appointment duties and they are able to make up the work time.

Section C. Access to Meeting Space

Subject to availability, the Union shall have reasonable access to reserve and use meeting space in University buildings upon application to the appropriate University authority. The Union agrees to comply with all University regulations and policies regarding the reservation and use of such facilities. If the University charges a fee to use a given meeting space, the Union may also be charged such fees if it elects to use that space. The priority for meeting spaces shall be for teaching, academic, research, or other University business activities.

Section D. Use of Stanford Email

The Union shall have the right to communicate with Graduate Workers using their University email addresses provided pursuant to Article 6: Bargaining Unit Information. Use of University email and distribution lists by the Union must comply with University policies and procedures. The Union may

create distribution lists (listservs) using the email addresses provided to communicate with its members.

Section E. Bulletin Boards

The Union may post notices on existing or new bulletin board space if the space is not reserved for specific University or academic purposes and the postings are in accordance with University policies and procedures related to the time, place and manner of postings, as well as prohibitions against discrimination and harassment.

Section F. Orientation

A new Graduate Worker orientation shall be added to the official calendar of events as part of the University's New Graduate Student Orientation. The Union shall be responsible for communicating the time and place of the new Graduate Worker orientation to the responsible administrative unit.

Upon request, the Union shall be provided a table at the University's Graduate Orientation Information Event. The request shall be submitted in writing within the timeline provided for all other groups participating in the event.

Should no orientation event be offered by the University in a given quarter, the Union may offer a 30-minute orientation session for Graduate Workers at the start of said quarter. Attendance at the Union's orientation shall be voluntary. No University representatives shall be present.

The Union may request thirty (30) minutes at any department-level or program-level orientation that includes graduate students who will likely be covered by this Agreement at some point. The request shall be submitted in writing to the department or program sixty (60) days in advance of the orientation. Such requests shall not be unreasonably denied. The Union shall be responsible for any additional associated costs, set-up, or clean-up. No University representatives shall be present during the Union's time. Attendance at the Union's portion of the orientation shall be voluntary.

Section G. Posting of Contract

The University shall publish this Agreement on a website designated by the University.

ARTICLE 5: UNIVERSITY RIGHTS

Section A. University Rights Generally

Management of the University is vested exclusively in the University. Except as otherwise provided in an express provision of this Agreement, the University retains the exclusive rights to direct, control, manage and schedule its operations, and to make any and all decisions affecting the University in a manner consistent with its self-determined educational and research mission ("**University Rights**").

Section B. Non-Exclusive List of University Rights

University Rights include, but are not limited to, the right to:

1. Establish, plan, direct and control the University's organizational structure, mission, programs, objectives, services, activities, resources and priorities;
2. Direct and control University operations, including the subcontracting of all or any portion of any operations;
3. Alter, extend or discontinue existing equipment, facilities, and location of operations;
4. Recruit, select, hire, appoint, assign, schedule, train, supervise, or transfer Graduate Workers;
5. Discipline or discharge Graduate Workers for just cause, subject to Article 9: Discipline and Discharge;
6. Determine or modify the number, composition, qualifications, competency, duration of appointment, responsibilities and assignments of Graduate Workers;
7. Establish, maintain, modify or enforce standards of education, performance, conduct, order, and safety, and to establish and revise academic or campus-wide policies to address violations of these standards;
8. Evaluate, determine the content of evaluations, and determine the processes and criteria by which Graduate Worker performance as an employee is evaluated;
9. Establish and require Graduate Workers to observe reasonable University rules and policies related to standards of work performance and conduct, provided that the Union will be provided thirty (30) days' notice to allow for consultation prior to implementation;
10. Establish or modify the academic calendars, including holidays;
11. Assign work locations and schedule hours of work;
12. Determine in its sole discretion who is taught, what is taught, including creation, modification and elimination of new or existing curriculum, how such content is taught (including the introduction of new methods of instruction), class and section size, and who delivers the instruction;
13. Determine in its sole discretion all matters relating to faculty hiring, promotion and tenure, and graduate student admissions and appointments, including cohort sizes, admission standards, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress;
14. Establish tuition, fees, and charges;
15. Determine all matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid;
16. Decide matters related to research scope, methodology and materials;
17. Decide matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination;
18. Decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs;
19. Decide all matters related to graduate student housing;
20. Exercise sole authority on all decisions involving academic matters and academic standards not otherwise stated in this Agreement.

Section C. University Reserves Rights

The above enumeration of University Rights is not exhaustive and does not exclude other University Rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

Section D. Limitations

Any exercise of University Rights shall be consistent with the terms and conditions of this Agreement. No action taken by the University with respect to a University Right shall be subject to the grievance and arbitration procedure unless the exercise thereof violates an express provision of this Agreement. To the extent the University maintains that a particular action by the University is covered by this Article, it shall not decline to process a grievance solely on that basis. The University may, however, raise this Article as a defense as part of processing any grievance.

ARTICLE 6: BARGAINING UNIT INFORMATION

Section A. Information Shared With Union

Consistent with University policy to comply with its obligations under the Family Educational Rights and Privacy Act (FERPA), the University shall provide to the Union an electronic file on a quarterly basis containing the following information for each Graduate Worker with an Appointment that quarter:

1. Name;
2. University email;
3. Program(s) of study in which the Graduate Worker is enrolled;
4. Mailing address;
5. Confirmation of active student status;
6. Primary phone number;
7. Department(s) or Unit(s) where the Graduate Worker is appointed;
8. Job title(s) (e.g. Research Assistant, Teaching Assistant, Course Assistant, or student on fellowship who provides instructional services);
9. Appointment start and end dates;
10. Date of first Appointment after the effective date of this Agreement; and
11. Amount of compensation for the Appointment in the quarter in which the report is provided.

The report shall be provided to the Union in Excel (.xlsx) format (or comparable tabular format) and shall include all individuals qualifying under Article 2: Recognition for the quarter. An initial report shall be provided to the Union no later than fourteen (14) days before the first day of each academic quarter and an updated report shall be provided to the Union no later than thirty (30) calendar days after the first day of each academic quarter.

If a FERPA Consent to Disclose Form, as provided in Section B below, is not signed by a Graduate Worker, the University will provide the information in items 1 through 7 above provided that the

Graduate Worker has not prohibited the release of such information. If any authorized information is unavailable at the time of delivery of the report, the University shall make every effort to include it in the next report if the Graduate Worker is appointed to a unit position in that quarter.

The University shall make best efforts to provide reports pursuant to this Article as soon as possible following ratification of this Agreement, but no later than September 1, 2025. Until such time, the University shall continue to provide quarterly to the Union a list similar to what has been provided prior to ratification.

Section B. FERPA Communication and FERPA Consent to Disclose Form

Within, or as an attachment to each Graduate Worker's Appointment Letter, the University shall provide a FERPA Communication to Graduate Workers and a FERPA Consent to Disclose Form for Graduate Workers, as described below, either in a fillable form which can be completed and submitted to the University electronically, or if a paper form is sent, scanned and returned electronically. The initial version of the FERPA Communication to Graduate Workers and the FERPA Consent to Disclose Form for Graduate Workers, and any changes to either document, shall be shared with the Union prior to its initial dissemination.

The FERPA Communication will include, at minimum, the following information:

1. The Union is the Graduate Worker's exclusive bargaining representative;
2. The Union has a legal obligation to represent the Graduate Worker when they are in a position covered under this Agreement and that to do so, the Union may need certain information about its unit members so that it is properly prepared to enforce the terms of this Agreement, which covers pay and other terms and conditions of employment;
3. In order to avoid any conflict between the Union's right to access this information under the National Labor Relations Act, FERPA, and University policy to comply with its obligations under FERPA, which regulate the disclosure of certain information in student records, the Graduate Worker will be asked to complete and sign the FERPA Consent to Disclose Form for Graduate Workers and return the form along with other on-boarding paperwork; and
4. Contact information of both the Union and the University for the Graduate Worker to raise any questions about the FERPA Communication to Graduate Workers and FERPA Consent to Disclose Form for Graduate Workers and/or how the information shared with the Union may be used.

The FERPA Consent to Disclose Form for Graduate Workers will contain, at minimum, the following:

1. An option for the Graduate Worker to waive their privacy rights under FERPA and affirm their consent to release non-directory information that may be sought by the Union for representational purposes and to which the Union would ordinarily be entitled under the National Labor Relations Act. This option will be accompanied by a statement that the Union, if provided access to such information by the Graduate Worker, may use such information only for the purposes for which the disclosure was made and may not disclose the information to any other party without the prior consent of the Graduate Worker;

2. An option for the Graduate Worker to decline to waive their privacy rights under FERPA;
3. Information about how a student may change their selection in the future; and
4. A list of all information to be released to the Union as enumerated in Section A above.

Section C. Union Responsibilities

The Union agrees not to use this information for any purpose other than internal Union administration and communication with these Graduate Workers.

Section D. Access to Employment-Related Records

The University will maintain a record of each Graduate Worker's Appointment Letter(s) to a position covered under this Agreement, appointment-related evaluations, if any, (as distinguished from their academic evaluations), and any disciplinary action related to such Appointment. A Graduate Worker may review their own records upon reasonable request. Graduate Workers may place a written response to employment-related documents in their record. Where a Graduate Worker seeks review of their own records, the Graduate Worker and/or a Union representative, authorized by the Graduate Worker in writing, shall be entitled to review these records during regular business hours in the presence of a University representative and copies of these records shall be provided upon request.

Section E. Effects of Changes to Applicable Law

During the term of this Agreement, if a determination is made by the National Labor Relations Board, other federal administrative agency with jurisdiction in this area, or a court of competent jurisdiction that any of the above items are required to be provided to the Union as the Graduate Workers' authorized representative under the National Labor Relations Act, or revised guidance is provided by the Department of Education that any of the above items may be provided to the Union without regard to FERPA restrictions, the parties agree to meet and confer regarding the effects of this change on the obligations set forth in this Article so that both the Union and the University comply with their obligations.

ARTICLE 7: GRIEVANCE PROCEDURE

Section A. Grievance Procedure Definitions

The Union may file a grievance in accordance with the procedure outlined in this Article.

A grievance is a claim by the Union that this Agreement has been violated. The means of resolving such grievances, unless provided otherwise elsewhere in this Agreement, shall be this grievance procedure.

Informal resolutions of grievances at any step of the process shall in no case be deemed precedents which modify, add to, set aside, or detract from any provision of this Agreement.

For purposes of this Article, “**Administrative Unit**” includes entities such as SLAC, Office of the Vice Provost and Dean of Research, and Office of the Vice Provost for Undergraduate Education.

Section B. Informal Resolution

The University and the Union strongly encourage Graduate Workers and supervisors to directly discuss and resolve issues prior to the filing of a formal grievance. The informal resolution process is initiated when the Graduate Worker or a Union representative informs the Graduate Worker’s supervisor or the relevant department administrator of their workplace concerns. The Graduate Worker, their Union representative when applicable, and the supervisor or the relevant department administrator shall communicate about the concern by email or in a meeting.

The supervisor or the relevant department administrator must respond within fourteen (14) calendar days. If the Graduate Worker and Union, when applicable, does not accept the resolution of their concerns, or if the supervisor or relevant department administrator fails to respond, the Union may file a formal grievance subject to the timelines in this Article. The Graduate Worker or the Union may opt to skip this voluntary step and the Union may file a formal grievance subject to the timelines in this Article.

Section C. Step One

1. The Union shall present the grievance in writing and state: (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 submitted; and (e) the name(s) of the Graduate Worker(s) and their Union representative(s). The written grievance shall be filed with the dean’s office of the school or the Administrative Unit in which the Graduate Worker is performing work with a copy to University Human Resources–Employee & Labor Relations (“UHR-ELR”) at stanfordelr@stanford.edu. The grievance shall be filed within thirty (30) calendar days after the Union or Graduate Worker becomes aware or should have been aware of the event(s) giving rise to the grievance.
2. Within fourteen (14) calendar days of the filing of the grievance at Step One, a meeting will be held with representative(s) from the Union and the University to discuss the grievance. The University representative(s) at the Step One meeting will include the dean, their equivalent, or their designee and the department chair, their equivalent, or their designee. By mutual agreement between the University and the Union, attendance at the Step One meeting by one or more of these individuals may be waived.
3. The University shall provide a written response to the Union at grievance@sgwu.us within fourteen (14) calendar days after the Step One meeting is held.

Section D. Step Two

1. If the Union is dissatisfied with the University’s response to the grievance at Step One, the Union may advance the grievance to UHR-ELR at stanfordelr@stanford.edu within fourteen (14) calendar days of the Step One response.

2. Within fourteen (14) calendar days of the receipt of the grievance at Step Two, representatives of UHR-ELR, the Office of the Vice Provost for Graduate Education, the Union, and the applicable school or Administrative Unit shall meet in an effort to resolve the grievance. By mutual agreement between the University and the Union, attendance at the Step Two meeting by one or more of these individuals may be waived.
3. UHR-ELR, in consultation with the Office of the Vice Provost for Graduate Education, shall provide the Union with a written response within fourteen (14) calendar days of the Step Two meeting.
4. A grievance affecting multiple Graduate Workers who collectively hold Appointments in more than one school or Administrative Unit may be filed at Step Two.
5. A grievance concerning an unpaid suspension or discharge of a Graduate Worker shall be filed at Step Two.

Section E. Step Three - Arbitration

1. If the Union is dissatisfied with the University's written response to the grievance at Step Two, the Union may advance the grievance to arbitration by written notice to UHR-ELR at stanfordelr@stanford.edu within fourteen (14) calendar days of the Step Two response. No individual Graduate Worker may advance a grievance to arbitration.
2. Within twenty-one (21) calendar days of the Union providing written notice of advancing the grievance to arbitration, the University and the Union will attempt to agree upon the selection of an arbitrator. If the University and the Union cannot agree on an arbitrator within twenty-one (21) calendar days, the University and the Union will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and selection shall be made in accordance with the Arbitration Policies and Procedures of that body. The panel shall be a Sub-Regional panel based on the University's address. Each side may reject a list once per grievance. If a panel is rejected, FMCS shall send the University and the Union another list of seven (7) arbitrators meeting the same criteria. The parties shall alternately strike names from the final list until one (1) name remains; this shall be the arbitrator to hear the grievance. The parties will flip a coin to determine who strikes first. The arbitration will be conducted in accordance with the Arbitration Policies and Procedures of FMCS.
3. The arbitrator shall render a decision on the grievance in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the University and the Union otherwise agree.
4. The decision of the arbitrator shall be final, conclusive, and binding upon the University, the Union, and the Graduate Worker, although the University and the Union retain whatever rights each has under state or federal law to challenge the decision and award. The arbitrator shall have authority to interpret the terms of this Agreement and may not add to, subtract from, or modify the terms of this Agreement or impact the employment terms of non-bargaining unit members. The arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the

Graduate Worker's status as a graduate student.

5. The expenses and fees of the arbitration, including any travel, per diem or court reporter expenses, shall be shared equally by the Union and the University. The University and the Union will be responsible for the fees and costs of its own attorneys and witnesses.

Section F. Timelines

1. Should the University fail to respond within the time limitations above at any step, the Union shall have the right to proceed to the next step.
2. The Union's failure to abide by the time limitations herein shall preclude any subsequent filing or processing of the grievance and shall constitute an abandonment of the issue giving rise to the grievance.
3. The University and the Union may agree in writing to extend the timelines at any step of the grievance procedure.
4. The timelines at any step of the grievance procedure shall be extended for the duration of any intervening academic breaks and University closures.
5. Unless the University and the Union agree otherwise in writing, only one grievance shall be heard at any one arbitration hearing.

Section G. Pendency Provision

The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, to the final decision of an arbitrator under Section E of this grievance procedure.

ARTICLE 8: NO STRIKE – NO LOCKOUT

Section A. No Strike

During the term of this Agreement or any extension thereof, the Union, its representatives, agents, and members will not cause, call for, participate in or ratify any strike, sympathy strike, work stoppage, unfair labor practice strike, sit-down, slow-down, curtailment of work, withholding or delaying of any grades, academic evaluations, or other documents, or other concerted refusal to perform assigned work for the University.

Section B. No Lockout

During the term of this Agreement, or any extension thereof, the University will not lock out any Graduate Worker covered by this Agreement.

Section C. Discipline

Violation of this Article by a Graduate Worker is cause for immediate disciplinary action, including discharge from their appointment, subject to Article 9: Discipline and Discharge.

Section D. Notice

In the event that any Graduate Worker violates the provisions of Section A, the Union shall immediately inform such Graduate Worker(s) through all reasonable means that such action is prohibited under this Agreement and that such Graduate Worker(s) should cease such action and return to full, normal, and timely work. The Union shall also post on social media that the work stoppage or other violation is not authorized, condoned or sanctioned by the Union.

Section E. Preservation of Rights

Nothing in this Agreement constitutes a waiver of the rights of the Union or the University to legal and/or equitable relief in a court of competent jurisdiction in the event of violation of this Article, or the right of either the Union or the University to file unfair labor practice charges.

ARTICLE 9: DISCIPLINE AND DISCHARGE

Section A. Employment Relationship

The University and the Union recognize that Discipline and Discharge in this Agreement refers solely to the employment relationship between the University and Graduate Workers in Appointments as provided for under Article 15: Appointment Notification.

Section B. Discipline

For purposes of this Agreement, “**Discipline**” for employment-related misconduct or employment-related performance in an Appointment may include written warnings, unpaid suspensions, or Discharge. In general, the principle of progressive discipline will be applied in disciplinary cases. The University may repeat or omit levels of Discipline or proceed directly to Discharge from an Appointment as appropriate, consistent with just cause. Discipline does not include critical or negative performance evaluations or feedback.

Section C. Discharge

For purposes of this Agreement, “**Discharge**” means termination of an Appointment prior to the end date specified in the Appointment Letter as provided for under Article 15: Appointment Notification. Discharge does not include non-appointment or non-reappointment of a Graduate Worker, or termination of an Appointment resulting from a loss of funding.

Section D. Just Cause

The Discipline or Discharge of a Graduate Worker from an Appointment that results from job-related performance or misconduct shall only be for just cause.

Section E. Union Representation

The Graduate Worker shall be entitled to the presence of a Union Representative at an investigatory interview if they believe that the interview may be used to support their Discipline or Discharge.

Section F. Notice

The University will promptly notify the Graduate Worker of the issuance of any written disciplinary action. The notice will include a statement that they may contact their Union representative and that the Union may file a grievance under Article 7: Grievance Procedure regarding such written disciplinary action.

Section G. Academic Decisions

Decisions about academic standing or dismissal from a degree program shall be at the University's sole discretion, and shall not be subject to the grievance or arbitration provisions of this Agreement. Misconduct or performance that could affect both student status and result in Discipline shall be handled separately. Decisions about academic standing and dismissal from a degree program shall follow established University procedures as described in published policies which may be amended from time to time and which shall specify the date last updated.

ARTICLE 10: NON-DISCRIMINATION

Section A. Non-Discrimination

The University and the Union agree that they shall not permit or engage in discrimination or harassment on the basis of actual or perceived race, religious creed, color, national origin, ancestry, physical or mental disability, reproductive health decision-making, medical condition, genetic information, marital status, age, sex, sexual orientation, gender, gender identity, gender expression, military status, veteran status, union activities or any other characteristic protected by law, in connection with any aspect of employment at the University.

The University will process complaints based on caste consistent with appropriate internal investigative processes as such complaints may constitute discrimination based upon race, color, religion, ancestry, national origin, or other applicable protected characteristic.

This Article shall be enforced in compliance with all applicable law and regulations, including any Title IX regulations enforceable during the life of this Agreement.

Section B. Abusive Conduct

The University shall not tolerate abusive conduct by individuals who hold supervisory authority over a Graduate Worker. Abusive conduct means conduct of any individual in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the University's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Section C. Graduate Worker Responsibilities

The Union acknowledges that Graduate Workers covered by this Agreement are subject to University policies prohibiting discrimination or harassment, as referenced in this Article.

Section D. Complaints Under Title IX Policies and Procedures

1. Applicable Procedures

Complaints of alleged conduct that violate the University's Title IX policies and procedures in connection with conduct that occurs while a Graduate Worker is performing work in an Appointment, shall be addressed pursuant to applicable University Title IX policies and procedures, which may be amended from time to time. Reports of such conduct should be made to the University's Title IX Coordinator at titleix@stanford.edu. Any determination pursuant to applicable University policies and procedures shall be final and not grievable under this Agreement, except as provided in Section E below.

2. Support Person

A Graduate Worker may choose to have a Union representative as their process or hearing support person (as those terms are defined under the University's Title IX processes and procedures), including during an investigatory interview.

3. No Coercion

Under no circumstances will a Graduate Worker be coerced by the University to accept alternative resolution in lieu of filing a formal complaint.

4. Status Updates

Once an investigation of a formal Title IX complaint is commenced, and until it is completed, the Graduate Worker may request a status report every thirty (30) days. The University shall respond to such requests within seven (7) days.

5. Review of Supportive Measures

A Graduate Worker who is either the Complaining or Responding Party to a Title IX matter may seek modification or reversal of a decision to provide, deny, modify, or terminate Supportive Measures (as that term is defined under the University's Title IX processes and procedures) provided to them. Such requests must be submitted in writing to the Title IX Coordinator within 10 days of the decision. A Graduate Worker may request that the Title IX Coordinator or their designee meet with the Graduate Worker and a Union representative to address Supportive Measures. Such meetings shall take place within 10 days of receipt of the request. If the Title IX Coordinator or their designee determines the decision to provide, deny, modify, or terminate the Supportive Measure was inconsistent with the definition and purpose of Supportive Measures, the Title IX Coordinator or their designee will have the authority to modify or reverse the decision. The decision of the Title IX Coordinator or their designee will be final.

Section E. Complaints Subject to Grievance Procedure

A complaint of discrimination based on membership or non-membership in the Union, or activity on behalf of or in opposition to the Union, will be handled through Article 7: Grievance Procedure of this Agreement.

Complaints regarding abusive conduct by individuals who hold supervisory authority over a Graduate Worker shall be reported to the dean's office or the administrative unit in which the Graduate Worker is performing their Appointment for review and resolution as appropriate.

If the Union believes the University has violated any provision of Section A or Section B in connection with a Graduate Worker performing their work duties, the Union may file a grievance at Step 2 of the grievance procedure under Article 7: Grievance Procedure of this Agreement. For complaints of alleged conduct under Section A that are governed by the University's Title IX policies and procedures, any grievance filed by the Union shall be held in abeyance until applicable University policies and procedures, including any appeal process, have been exhausted. For complaints of alleged conduct that the Union believes has violated any provision of Section A or Section B that are not governed by the University's Title IX policies and procedures, any grievance filed by the Union shall be held in abeyance until the University's review process is completed or for four (4) months if the University's review has not been completed by that time. As complaints often require extensive review and vary in complexity, the University may extend the four (4) month period for reasonable cause up to two (2) times by one (1) additional month each for a maximum of six (6) months total. In such cases, the University shall explain to the Union the basis for the extension.

Where an investigation of a formal complaint of discrimination, harassment, or abusive conduct is commenced, and until it is completed, the Graduate Worker may request a status report every thirty (30) days. The University shall respond to such requests within seven (7) days. A Graduate Worker may choose to have a Union representative present during an investigatory interview.

If, during the time the grievance is held in abeyance, a Graduate Worker who has reported discrimination or harassment under Section A (that is not governed by the University's Title IX policies and procedures) or abusive conduct under Section B needs support, the Union and the

Graduate Worker may request a meeting with the University while the University's procedures are pending. The University shall meet with the Union and the Graduate Worker upon such request.

If a discrimination, harassment, or abusive conduct grievance filed under this section is advanced to Step 3, the arbitrator shall decide whether or not this Article has been violated and what remedy (including any support), if any, is due to the Graduate Worker. The arbitrator shall not have the authority to render a remedy concerning any academic matter or any aspect of the Graduate Worker's status as a student. The arbitrator shall not have the authority to substitute their judgment for the University's decision makers with regard to whether a violation of the University's harassment or discrimination policies (or other policies) or abusive conduct as defined in this Article has occurred or to require the University or the parties to repeat the investigatory or adjudication process. The arbitrator shall not have the authority to impose any discipline, sanctions, or other penalty upon any individual outside of the bargaining unit. The Union and the University also agree that any arbitrator used to determine violations of this provision must have extensive experience in adjudicating harassment and discrimination cases.

Section F. No Retaliation

Retaliation against any Graduate Worker who complains of a violation of any of the University's policies prohibiting discrimination and harassment, abusive conduct as defined in this Article, or who otherwise participates in an investigation into an alleged violation, is prohibited.

Section G. Meetings

The University shall meet with the Union up to two times a year upon request by the Union to discuss potential improvements to University policies and/or procedures regarding discrimination and harassment, and abusive conduct as defined in this Article.

ARTICLE 11: INCLUSIVE WORK ENVIRONMENT

Section A. Accommodations for Graduate Workers with Disabilities

Graduate Workers with a disability may initiate a request for a disability-related workplace accommodation pursuant to the process outlined in the Administrative Guide regarding Requesting Workplace Accommodations for Employees with Disabilities. Upon receipt of a written request from a Graduate Worker for a workplace accommodation, the Graduate Worker and the University shall promptly engage in an interactive process to discuss the request, any documentation needed to proceed with the process, and reasonable accommodation(s) that may be necessary for the performance of the Graduate Worker's essential job functions in the Appointment. As part of the interactive process, the University and the Graduate Worker shall discuss reasonable temporary accommodations. It is the Graduate Worker's responsibility to provide necessary documentation supporting the request for accommodation. The Graduate Worker will be provided with written notification of the determination within 15 calendar days of receiving the completed request (including the requested documentation). If the determination includes an accommodation, the notice will also include the expected implementation date. The nature of a workplace disability accommodation may differ from academic accommodations and additional documentation may

be required. The University shall not unreasonably require resubmission of documentation and shall not unreasonably deny requests by a Graduate Worker to reschedule work obligations to attend medical appointments.

Section B. Religious Accommodations

The University is committed to providing reasonable accommodations for the religious beliefs of its Graduate Workers. Graduate Workers may request a workplace religious accommodation by submitting a written request to stanfordelr@stanford.edu. Upon receipt of such request, the Graduate Worker and the University shall engage in an interactive process to discuss reasonable accommodation(s). The nature of a workplace religious accommodation may differ from academic accommodations and additional documentation may be required. The University shall not unreasonably require resubmission of documentation.

Section C. Lactation Accommodations

The University shall provide reasonable accommodations to enable Graduate Workers to express breastmilk. Lactation spaces are available to all members of the University community and the University shall maintain a list of campus spaces that may be used for lactation. A refrigerator suitable for storing milk shall be available in close proximity to the Graduate Worker's workspace. The lactation spaces shall comply with all applicable laws and regulations. An accommodation includes a reasonable amount of time taken as needed by the Graduate Worker to express breastmilk. A nursing Graduate Worker will typically need two or three breaks during an eight-hour period; however, additional break times may be necessary. Specific requests for accommodation shall be made according to the process outlined in the Administrative Guide regarding Requesting a Lactation Accommodation. The request does not need to be made in writing, nor is a doctor's note required.

Section D. Restrooms

The University affirms that Graduate Workers may use restrooms aligned with their gender identity. The University shall maintain a map with the location of all-gender restrooms on campus. In addition, any single-user restroom shall be designated as all-gender. A Graduate Worker who does not have access to an all-gender restroom, including after-hours access, within a reasonable distance from their work location may request access to an all-gender restroom. The University shall not unreasonably deny such requests. The University shall continue to provide free menstrual products in women's and all-gender workplace restrooms. The University shall respond in writing to written requests from a Graduate Worker for menstrual products to be placed in an additional specific workplace restroom.

Section E. Names and Pronouns

The University and the Union share the desire for all members of the University community to be addressed or referred to by their preferred names and pronouns, and will encourage members of the University community to address each other by such names and pronouns.

Graduate Workers may specify their preferred name and pronouns in designated University systems. In addition, Graduate Workers may update their photograph online. The University shall

display the Graduate Worker's updated photograph and preferred name in the University's official mobile app. Graduate Workers shall receive, upon request, a new ID card with an updated photograph and preferred name at the same cost as for graduate students. Graduate Workers may request a SUNet ID that corresponds to an updated name on the same basis and terms as provided to graduate students. The University shall maintain a confidential portal for reporting incorrect name usage by University systems.

ARTICLE 12: HEALTH AND SAFETY

Section A. Intention

The University shall provide Graduate Workers a safe work environment, and take reasonable steps to proactively ensure Graduate Worker health and safety. Such reasonable steps may include, but are not limited to, providing applicable equipment, resources, and training.

Section B. Compliance with Applicable Standards

The University shall maintain working conditions and workplace protections that, at a minimum, meet applicable health and safety laws and regulations governing workplace safety. The University shall inform Graduate Workers of applicable University policies related to workplace health and safety standards. The University shall inform Graduate Workers of personal protective equipment required by law or University policies, and shall facilitate Graduate Workers' use of such equipment. Graduate Workers shall perform their duties in compliance with applicable laws and University policies related to workplace health and safety.

Section C. Reporting of Hazardous Conditions

Graduate Workers should report any issue that they reasonably believe to be a dangerous health or safety condition to their supervisor or to Stanford Environmental Health & Safety, which includes an option for anonymized reporting. In cases where there is an imminent danger to the health or safety of a Graduate Worker, the Graduate Worker shall not be required to resume work at the location where the danger is present until the University evaluates the worksite and takes any appropriate action it reasonably determines is needed. The University shall not retaliate against a Graduate Worker for reporting good faith safety concerns.

Section D. Workplace Safety Evaluations

Graduate Workers may request an evaluation of workplace safety if they believe that the nature of their work or workplace is exposing them to health or safety hazards or risks. The University shall review the request and take timely appropriate action. Following its review, the University shall notify the Graduate Worker of a response by a relevant expert who may be from Stanford Environmental Health & Safety or an outside expert as determined by the University, depending on the nature of the concerns.

Section E. Workers' Compensation and Responding to Work Related Injury and Illness

A Graduate Worker who experiences a work-related injury or illness should seek medical attention, including through the University's Occupational Health Center. The University shall provide information about designated medical facilities or healthcare providers where Graduate Workers can seek initial treatment for work-related injuries or illness. If emergency medical care is required, the nearest appropriate facility shall be utilized. The University shall provide Graduate Workers with mechanisms to promptly report any work-related injuries or illnesses to their supervisor or their designee and cooperate in the completion of any required paperwork. The University shall not retaliate against a Graduate Worker for reporting work-related injuries or illnesses in good faith.

Graduate Workers may seek workers' compensation benefits for a work-related injury or illness by submitting a claim with the University's workers' compensation insurer. Determination of whether a claim is eligible for workers' compensation benefits is determined by the University's outside insurer based on applicable law. Any disputes concerning eligibility for benefits, or the amount or type of benefits provided, shall be resolved solely through the procedures of the California Workers' Compensation Appeals Board.

Section F. Laboratory Safety

The University shall maintain training in the safe and proper use of required equipment and workplace hazards, along with the necessary protective equipment to maintain a healthy and safe workplace.

Section G. Ergonomic Standards

The University shall make reasonable efforts to incorporate accepted ergonomic practices and guidelines into new and existing workplace and workstation designs.

Section H. Field Work Safety

The University shall provide Graduate Workers with available resources to maintain their health and safety when performing work in a non-University workplace as required by their Appointment.

ARTICLE 13: INTERNATIONAL GRADUATE WORKERS

Section A. Intention

The University provides support and guidance to all international students, including Graduate Workers, on visa issues as they relate to their academic and/or employment relationship with the University, including navigation of the immigration process, provision of information related to their rights and responsibilities under their visa status, the rules and regulations governing their immigration status, and travel out of and reentry into the United States.

The University does not provide legal advice to Graduate Workers. The University can refer Graduate Workers to outside attorneys for complex immigration issues or if the Graduate Worker is in need of immigration advice unrelated to the Graduate Worker's academic and/or employment relationship with the University. If the Graduate Worker retains an outside attorney, any legal fees shall be the sole responsibility of the Graduate Worker.

The University shall host a presentation with an immigration attorney to provide general guidance on visa-related matters once per academic year. The University agrees to make reasonable efforts to record and make available any such presentation if the presenter provides permission to do so.

Section B. International Graduate Worker Unable to Return to the United States

In the event 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 up to thirty (30) calendar days while the Graduate Worker works to resolve their visa issues, subject to legal restrictions, University, and academic policies. If the Graduate Worker is unable to return to the United States after the thirty (30) calendar days has elapsed, the University shall discuss with the Graduate Worker potential options for the remaining duration of the Appointment.

Section C. International Graduate Worker Ineligible to Work

If the University is not able to lawfully employ or continue to employ a Graduate Worker as a result of the Graduate Worker's work authorization status, the University shall meet with the Graduate Worker once they are legally authorized to work in order to discuss potential Appointment options. The University shall make reasonable efforts to assign the Graduate Worker to an available Appointment for which the University has determined the Graduate Worker is qualified.

Section D. Absence for Visa and Immigration Proceedings

Graduate Workers shall have the right to request reasonable time off without loss of pay not to exceed five (5) business days per academic year in order to attend visa and immigration proceedings for themselves or their spouse or dependents. A Graduate Worker shall make such requests with as much advance notice possible and, if requested, provide supporting documentation to the University. Such requests shall not be unreasonably denied.

Section E. Support for Graduate Workers Without Work Authorization

The University affirms its commitment to supporting all Graduate Workers, regardless of their immigration status, to the extent permitted by law. The University shall not release information regarding Graduate Worker immigration status to the Department of Homeland Security unless legally required to do so. The University shall make immigration-related resources and guidance available to all Graduate Workers.

Section F. Response to Requests

Upon request by an international Graduate Worker, the University shall provide advising support in a timely manner. The University shall make best efforts to timely complete work authorization documentation for which the University is responsible, so that Graduate Workers do not experience delayed start dates, paychecks, or benefits coverage.

If a Graduate Worker is abroad and unable to enter the United States, the University shall provide any necessary employment-related documentation within five (5) business days of receiving required information and documentation from the Graduate Worker.

Section G. Available Resources

The University shall offer the following:

1. An annual orientation with an overview of services provided by Bechtel International Center;
2. A workshop with remote access to provide general tax information for international Graduate Workers once per academic year;
3. A list of on-campus notaries; and
4. English for Foreign Students (“EFS”) courses on the same basis as offered to international graduate students.

Section H. Practical Training Opportunities

The University shall follow federal law and applicable University policy as it relates to Curricular Practical Training (“CPT”) and Optional Practical Training (“OPT”) for Graduate Workers on F-1 visas. Applications submitted by Graduate Workers who meet the eligibility criteria for CPT and OPT shall not be arbitrarily denied.

ARTICLE 14: APPOINTMENT SECURITY

Section A. Canceled Appointments

If an Appointment is canceled by the University after it has been offered and accepted in writing or is pending acceptance prior to the specified date in the Appointment Letter as provided in Article 15: Appointment Notification, the University shall notify the Graduate Worker as soon as practicable. If an Appointment is canceled, reasonable efforts will be made by the University to reassign the Graduate Worker to a comparable Appointment for which the University has determined the Graduate Worker is qualified. If the Graduate Worker is available for work and no other Appointment can be offered, the University shall provide the Graduate Worker with the level of compensation specified in the Appointment Letter until the earlier of the end date of the canceled Appointment or until a new Appointment is available. The University shall consult in good faith with a Graduate Worker regarding reasonable assistance to address any hardship due to a change in Appointment.

Section B. Appointment Termination

Termination of an Appointment for reasons provided in this Agreement, including Article 9: Discharge and Discipline, the resignation of the Graduate Worker, or lack of continued enrollment as a graduate student, are not cancellations under this Article.

ARTICLE 15: APPOINTMENT NOTIFICATION

Section A. Appointment Letters

Appointment of a Graduate Worker shall be made in writing by the University and outline general terms and conditions of the Appointment. This shall be referred to as an “**Appointment Letter.**” The terms and conditions in the Appointment Letter shall be maintained for the term of the Appointment unless the Graduate Worker’s employment is terminated pursuant to the provisions of Article 9: Discharge and Discipline, the Appointment is canceled pursuant to the provisions of Article 14: Appointment Security, or the Graduate Worker resigns from the Appointment.

The University shall provide an Appointment Letter at least fourteen (14) calendar days before the Appointment begins, excluding any University closures. When it is not possible to provide an Appointment Letter in advance of the start of an Appointment, the University shall provide it no later than the start date of the Appointment. Appointments are subject to change should operational needs change, in which case a revised Appointment Letter will be provided as soon as practicable.

Except to correct an unintentional clerical mistake, changes to the Appointment Letter after the Appointment has been offered and accepted in writing by the Graduate Worker or is pending acceptance prior to the specified date in the Appointment Letter may not include changing the Appointment type, decreasing the FTE, or decreasing the level of compensation. For Appointments with research responsibilities, a change in supervisor after the Appointment has been offered and accepted in writing by the Graduate Worker or is pending acceptance prior to the specified date in the Appointment Letter shall be a canceled Appointment pursuant to the provisions of Article 14: Appointment Security. For Appointments with teaching responsibilities, if known and specified in the Appointment Letter, a change in a specified course after the Appointment has been offered and accepted in writing by the Graduate Worker or is pending acceptance prior to the specified date in the Appointment Letter shall be a canceled Appointment pursuant to the provisions of Article 14: Appointment Security.

During Fall, Winter, and Spring quarters, an Appointment shall be for a minimum term of one (1) quarter, except in cases where an Appointment is necessary to provide replacement teaching or research duties due to another Graduate Worker who cannot complete their Appointment.

An individual who is not enrolled as a graduate student for any reason may not hold an Appointment, and shall not be subject to any provision of this Agreement.

The University shall make best efforts to implement changes to its Graduate Worker Appointment process consistent with this Article as soon as possible following ratification of this Agreement, but no later than June 1, 2025.

Section B. Content of Appointment Letter

The Appointment Letter shall include the following information:

1. Appointment type(s) (e.g. Course Assistant, Teaching Assistant, Research Assistant, or student on fellowship who provides instructional services);
2. Appointment full-time equivalent (FTE);
3. Appointment start and end dates;
4. Department or Unit of the Graduate Worker's Appointment;
5. Primary work location (e.g. main Stanford campus, Stanford Redwood City, Hopkins Marine Station, SLAC, or other location);
6. The name and contact information for the faculty or other supervisor to whom the Graduate Worker will report;
7. For Appointments with teaching responsibilities, the name of the course;
8. A description of required duties and any mandatory employment meetings known at the time of the Appointment Letter;
9. Any information known about the anticipated work schedule;
10. Pay classification as described in Article 21: Compensation of this Agreement;
11. Amount of compensation;
12. Payment schedule;
13. Whether there is tax withholding on pay;
14. A statement that the Appointment is covered by and subject to this Agreement;
15. A FERPA Communication to Graduate Workers and a FERPA Release Form for Graduate Workers as set forth in Article 6: Bargaining Unit Information; and
16. A signature line or other electronic means for the Graduate Worker to confirm acceptance of the Appointment by a specified date.

If any of the above information is not known at the time the Appointment Letter is provided, the Graduate Worker will be informed of such information as soon as is reasonable under the circumstances.

ARTICLE 16: APPOINTMENT POSTING

Section A. Definition of Open Appointment

The parties recognize that the University has discretion over the qualifications for Graduate Worker positions, the methods used to make such hiring decisions, and who is hired as a Graduate Worker.

The parties also acknowledge that Graduate Worker Appointments are usually made without posting, including, but not limited to, Appointments to fulfill a commitment of support made to a Graduate Worker through departmental or program assignment, in connection with advising

relationships with faculty members, through arrangements made between departments, or as part of an existing or prior academic relationship between a faculty member and a Graduate Worker. When the University determines that an Appointment is open, it shall post the Appointment as set forth in Section B below. For purposes of this Article, posted Appointments are referred to as **Open Appointments**.

Section B. Open Appointment Website

A University website shall be utilized to post Open Appointments that are not filled as described in Section A of this Article. Within a reasonable amount of time, which shall not exceed six (6) months after the effective date of this Agreement, the University shall post Open Appointments on a designated website. Any Open Appointment posted on the University website will include the necessary and legally required information, including the University's Equal Employment Opportunity statement. This includes the information required in an Appointment Letter under Article 15: Appointment Notification where applicable, as well as:

1. Minimum and preferred qualifications;
2. Priorities for particular groups of applicants, if any, such as relating to field of study or degree program;
3. Information about how to apply for the position; and
4. Deadline for applying.

Nothing in this Article will prohibit a school, department or program from also publicizing an Open Appointment in a manner other than the University website.

Section C. Posting Period

Open Appointments shall remain posted and open to applicants for no less than five (5) working days, except when the Appointment begins fewer than five (5) working days after the date the Appointment is posted. The University will endeavor in good faith to provide the Graduate Worker selected for the Appointment with an Appointment Letter within the timeframe as specified in Article 15: Appointment Notification. The University shall update the website when the Open Appointment is closed.

ARTICLE 17: PROFESSIONAL RIGHTS

Section A. Professional Engagement

The Union and the University recognize that Graduate Workers work under the supervision, coordination, and authority of faculty and staff. Graduate Workers will have reasonable latitude to participate in discussions and exercise their professional judgment to accomplish their duties in an Appointment within the scope of direction given by their supervisors.

Section B. Workspace and Materials

Graduate Workers shall have reasonable access to facilities, equipment, supplies, and materials required to perform their assigned duties in connection with their Appointment under this Agreement. If a Graduate Worker's work location is moved to another location at the University, the University will notify the Graduate Worker as soon as practicable.

If, with prior approval, a Graduate Worker is required to purchase materials, equipment, or supplies not otherwise provided by the University to perform assigned duties in connection with their Appointment under this Agreement, the University shall reimburse the Graduate Worker in a timely manner in accordance with University policies and procedures. A Graduate Worker may reasonably decline to make such purchases and work with the University to find alternative methods to pay reasonable and authorized expenses, such as use of a Purchasing Card in accordance with University policies and procedures.

Section C. Work-Related Travel

If, with prior approval, a Graduate Worker is required to incur travel expenses as part of their Appointment duties, the Graduate Worker shall be reimbursed in a reasonably prompt manner following the timely submission of documentation for reasonable and authorized expenses in accordance with University policies and procedures. A Graduate Worker may reasonably decline to incur such expenses and work with the University to find alternative methods to pay reasonable and authorized expenses, such as use of a Travel Card in accordance with University policies and procedures.

To cover meals for work-related travel in connection with their Appointment under this Agreement, Graduate Workers may elect to use the per diem reimbursement method in accordance with University policies.

Section D. Research Misconduct

Graduate Workers are subject to and have the rights contained in the University's Research Policy Handbook. The University will not retaliate against a Graduate Worker because they have engaged in a good faith effort to assert these rights. Disputes regarding research misconduct by a Graduate Worker will be processed in accordance with the Research Policy Handbook and related procedures. Research misconduct outside the context of an Appointment is not subject to grievance and arbitration in Article 7: Grievance Procedure.

Section E. Intellectual Property

Graduate Workers shall have the same intellectual property and copyright rights and obligations as faculty and staff employed by the University with respect to inventions, copyrightable materials, and other intellectual property created as part of their work. All Graduate Workers must sign the University's Patent and Copyright Agreement ("SU-18"). Nothing in this Section precludes a Graduate Worker from engaging in a good faith effort to seek attribution for their contributions in an Appointment under the University's policies and procedures. Disputes regarding intellectual property will be processed solely in accordance with the University's policies and procedures and are not subject to grievance and arbitration in Article 7: Grievance Procedure.

Section F. Funding Transparency

A Graduate Worker may make a written request to the University seeking information about the source of funding for their Appointment. The University shall identify the source of funding, if available and not confidential.

If a Graduate Worker does not wish to be supported by the source of funding identified, they may refuse the Appointment. However, in such cases, the University has no obligation to identify alternative funding or an alternative Appointment.

ARTICLE 18: WORKLOAD

Section A. Hours of Work

The workweek for a Graduate Worker to perform the duties assigned for a 50% Appointment shall average no more than twenty (20) hours per week over the duration of the Appointment as specified in the Appointment Letter. The average workweek calculation for an Appointment other than 50% shall be adjusted on a pro-rata basis.

The University and the Union acknowledge that the specific hours worked each week in connection with an Appointment under this Agreement will fluctuate for Graduate Workers due to the nature of their work. The time devoted to work assigned in a 50% Appointment that is not integral to progress a Graduate Worker's degree program shall not exceed an average of twenty (20) hours per week. Graduate Workers with a 50% Appointment shall not be compelled or obligated to perform work under the Appointment more than an average of twenty (20) hours per week over the duration of their Appointment. The University shall not use its authority to require a Graduate Worker to perform excessive hours of bargaining unit work. The Union recognizes that the standard for excessive hours varies across circumstances including, but not limited to, field work or when schedule-constrained experimental setups are available.

Section B. Workload Adjustments

In accordance with Section B of Article 7: Grievance Procedure, Graduate Workers who believe their assigned duties cannot reasonably be completed within the average hours specified in the Appointment may bring such concerns to their supervisor for discussion and appropriate action. The supervisor shall discuss such concerns, and as warranted, make adjustments to workload requirements. If the concerns remain unresolved, the Graduate Worker may also discuss their concerns with their program's or department's Director of Graduate Studies or designee.

Section C. Regular Work Hours

The University acknowledges as a general principle that obligations of some Graduate Worker assignments are time specific and, unless otherwise specified by the Appointment Letter, shall be met primarily during the workweek, defined generally as weekdays. Subject to their work obligations as set forth below, the workweek will also generally exclude New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving,

Friday after Thanksgiving, December 24 and December 25. The Union acknowledges that some time-specific work obligations will fall outside of these hours, such as evening and weekend classes, laboratory responsibilities, field work (including such work performed in other time zones), and related travel that must be attended to on nights, weekends, and holidays. As professionals, Graduate Workers shall have discretion as to the time and days on which they perform Appointment duties that are not time specific, consistent with the requirements of the Appointment, and in coordination with their supervisor.

Any employment-related assignment, communications, training, orientation, meetings, or conferences that are required as a condition of the Graduate Worker's Appointment shall be included in the total workload limitation for the Appointment. When feasible, meetings scheduled by the University and required as a condition of employment shall be conducted during the work week. If the meeting is to take place somewhere other than the Graduate Worker's regular worksite or outside the regular work week, they will be given reasonable advance notice.

Required office hours for Graduate Workers in Appointments with teaching responsibilities shall be included in the total workload limitation for the Appointment and shall not be required outside of the regular work week unless specified for particular assignments as necessary. Time spent in preparation for teaching sections, work before the start of the Appointment and work after the end of the Appointment, shall also be included in the total workload limitation for the Appointment.

Section D. Scope of Work

Job duties in an Appointment shall be related to University business. The nature and scope of required duties to be performed by a Graduate Worker in an Appointment will vary by school, department, and program.

Graduate Workers are engaged in an academic enterprise that includes their duties as Graduate Workers and their obligations as graduate students, progressing through their degree programs. Some of their duties as a Graduate Worker may be related to their degree requirements and some may not be related. Graduate Workers covered by this Agreement are expected to carry out research and teaching duties as directed by the University. The Union acknowledges that this Agreement should not in any way define the amount or type of academic effort necessary for a student to make satisfactory progress towards their degree.

ARTICLE 19: TRAINING

Section A. The University shall provide Graduate Workers with required training and orientation to fulfill their assigned work duties.

Section B. The University shall determine the content and delivery of specific required training and orientation programs and shall notify Graduate Workers of trainings and/or orientations that are required as a part of their Appointment as soon as practicable. Attendance at a specific required training and/or orientation shall be considered part of a Graduate Worker's work as provided for in Article 18: Workload. The University shall pay associated fees for Graduate Workers to attend the specified training.

Section C. The Union, a Graduate Worker, or the University may identify non-required Graduate-Worker-specific training that is not already being offered. The University agrees to discuss suggested opportunities with the Union or Graduate Worker. The University shall determine whether additional optional training opportunities shall be offered and/or funded and, if so, shall provide prior written approval.

ARTICLE 20: LEAVES AND TIME OFF

Section A. Scope

Leaves and time off granted under Sections C, D, and E of this Article do not release a Graduate Worker from duties related to academic progress towards their degree. Graduate Workers must address the impact of a leave or time off on their academic progress with their program when seeking approval for a leave or time off.

Section B. Voluntary Leaves of Absence

Graduate Workers may request and be approved for a voluntary leave of absence on the same terms and conditions offered by the University to graduate students. While on a voluntary leave of absence, a Graduate Worker may not hold an Appointment and is not considered a registered student.

Section C. Pregnancy and Parental Leave

Enrolled pregnant PhD Graduate Workers who hold an Appointment shall receive one quarter (three (3) months) of paid pregnancy leave, normally during the quarter in which the baby is born. Enrolled PhD Graduate Workers who are the non-birth or adoptive parent and who hold an Appointment shall receive two (2) weeks of paid parental leave for the birth or adoption of a child, normally within 6 months of the birth or adoption.

Section D. Sick Time

Graduate Workers with research or teaching assistantship appointments receive a lump sum of 40 hours of paid sick time per calendar year, which is available for use during any Appointment during the year. Graduate Workers may use sick time for themselves or a family member for absences due to illness, preventive care or diagnoses, care or treatment of an existing health condition, or for purposes related to domestic violence, sexual assaults, or stalking. Sick time does not carry over from one calendar year to the next and is not paid out if not used.

Section E. Personal Time Off

To the extent possible, Graduate Workers are encouraged to schedule reasonable personal time off during regularly scheduled academic breaks, subject to obligations attendant to work responsibilities and approval of their supervisor. When a Graduate Worker is not able to schedule vacation or personal time off during regularly scheduled academic breaks, the Graduate Worker

shall coordinate with their supervisor at least three (3) weeks in advance of the requested time off, or as soon as possible if three weeks' notice is impractical under the circumstances. Approved personal time off will not result in a reduction of pay, and may be used for purposes such as vacation, jury duty, or bereavement. Requests for personal time off will be evaluated based on obligations attendant to a Graduate Worker's work responsibilities, duration, and supervisor approval, and will not be unreasonably denied.

ARTICLE 21: COMPENSATION

Section A. Minimum Salary

1. The University shall increase the minimum salary for Graduate Workers holding a 50% Appointment as a Research Assistant or Course Assistant in accordance with the following:
 - a. Effective January 1, 2025, the minimum salary shall be \$54,052 annualized (\$13,513 per quarter);
 - b. Effective Academic Year 2025-2026, the minimum salary shall be \$56,348 annualized (\$14,087 per quarter);
 - c. Effective Academic Year 2026-2027, the minimum salary shall be \$58,460 annualized (\$14,615 per quarter).
2. The University shall increase the minimum salary for Graduate Workers holding a 50% Appointment as a Teaching Assistant in accordance with the following:
 - a. Effective January 1, 2025, the minimum salary shall be \$54,952 annualized (\$13,738 per quarter);
 - b. Effective Academic Year 2025-2026, the minimum salary shall be \$57,152 annualized (\$14,288 per quarter);
 - c. Effective Academic Year 2026-2027, the minimum salary shall be \$59,152 annualized (\$14,788 per quarter).
3. The University shall increase the minimum salary for Graduate Workers holding a 50% Appointment as a Graduate Teaching Affiliate or Mentor Teaching Assistant in accordance with the following:
 - a. Effective January 1, 2025, the minimum salary shall be \$56,056 annualized (\$14,014 per quarter);
 - b. Effective Academic Year 2025-2026, the minimum salary shall be \$58,296 annualized (\$14,574 per quarter);
 - c. Effective Academic Year 2026-2027, the minimum salary shall be \$60,340 annualized (\$15,085 per quarter).
4. The minimum stipend for PhD students funded solely on fellowship and who provide instructional services will be the same as the rates for Research Assistants and Course

Assistants specified in paragraph 1 above. The stipend may be from multiple sources, including external to the University.

5. Schools, departments, or programs with a rate higher than the applicable minimum set under this Agreement shall not reduce their rates as a result of the execution of this Agreement.
6. Any school, department, or program rate for an Appointment as a Research Assistant, Course Assistant, Teaching Assistant, Graduate Teaching Affiliate, or Mentor Teaching Assistant shall be increased over the prior year's rate by at least 4.5% for Academic Year 2024-2025, at least 4% for Academic Year 2025-2026, and at least 3.5% for Academic Year 2026-2027. Graduate Workers holding a 50% Appointment will receive the applicable minimum salary specified in paragraphs 1, 2, and 3 above or the applicable percentage increase specified in this paragraph for the school, department, or program rate for the Graduate Worker's Appointment, whichever is greater. Any increase for Academic Year 2024-2025 will be effective January 1, 2025.
7. Compensation for an Appointment other than 50% shall be adjusted on a pro-rata basis.
8. The provisions of this Article only apply when a Graduate Worker is working in an Appointment for a bargaining unit position, and where a position has a higher rate than the Research Assistant/Course Assistant rate, only when they are working in an Appointment for that position. It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over any financial matters for graduate students who are not members of the bargaining unit.
9. Nothing should preclude the University in its sole discretion from providing compensation for Graduate Workers at rates above those required in this Article.

Section B. Autumn Quarter 2024 Compensation Supplement

If the comprehensive total tentative agreement is ratified by Union membership, the University shall pay each Graduate Worker holding an Appointment of 10% (4 hours per week) or greater and students on fellowship who provide instructional services during Autumn Quarter 2024 a one-time compensation supplement of \$600 reflective of the compensation increase for Autumn Quarter 2024. The supplement will be paid by a separate payment after the first full pay period following ratification by the Union membership.

Section C. Appointment Percentages

Appointments shall be for a minimum of 10% time. Appointment percentages shall be offered in increments of 5% time. Appointments of 45% time are not allowed. Appointments for Autumn, Winter, and Spring Quarter shall not total more than 50% time. Appointments during Summer Quarter are not subject to the maximum of 50% time and Appointments at up to 90% time are permitted.

Section D. Pay Schedule

All Graduate Workers shall be paid on a timely basis in accordance with the University's normal business operations.

Section E. Hourly Employment

Graduate Workers may be employed to complete hourly teaching or research work, however, hourly employment shall not be a substitute for an Appointment. The rate of pay for such hourly employment shall be in accordance with the following:

1. Effective the first full quarter after ratification by the Union and approval by the University, the hourly rate shall be \$52 per hour;
2. Effective Academic Year 2025-2026, the hourly rate shall be \$54 per hour;
3. Effective Academic Year 2026-2027, the hourly rate shall be \$56 per hour.

Section F. Graduate Cash Advance

The University shall maintain its Graduate Cash Advance program for the duration of this Agreement. Graduate Workers shall be eligible to apply for a cash advance loan consistent with the terms of the program. Cash advances can be requested in increments of \$1,000 to \$4,000 every quarter. Details regarding eligibility, application, deadlines, and other matters are contained in the program documentation. No interest or processing fees will be charged provided that the cash advance is repaid by the due date stated on the University student bill.

Section G. Payroll Deduction Plan

The University shall maintain its Payroll Deduction Plan for the duration of this Agreement. Graduate Workers shall be eligible to enroll in a payroll deduction plan consistent with the terms of the program. Details regarding eligibility, application, deadlines, and other matters are contained in the program documentation.

ARTICLE 22: TUITION AND FEES

Section A. Tuition Allowance

For the duration of this Agreement, the University shall pay tuition allowance (TAL) in full each quarter (8, 9, 10 units, Terminal Graduate Registration, or Graduation Quarter) on behalf of Graduate Workers who hold 50% Appointments, and on a prorated basis for Appointments of less than 50%. During the Summer Quarter, if a Graduate Worker holds an Appointment of more than 50%, they must reduce their enrolled units to accommodate the additional employment, and TAL is reduced proportionately.

TAL may only be used in the quarter it is generated by an Appointment and only used as a credit against tuition charges. TAL is not transferable from quarter to quarter, to another student, or convertible to cash for other charges.

Section B. International Graduate Worker Fees

International PhD graduate students on F-1 and J-1 visas shall each receive a one-time lump sum of \$1,200 that they may use to pay for various government fees and costs associated with their international status. The one-time lump sum shall be paid within 30 days of ratification. Thereafter, the one-time lump sum of \$1,200 shall be paid within 30 days of matriculation to every new incoming international PhD graduate student on F-1 and J-1 visas matriculating each Autumn Quarter who will likely be covered by this Agreement at some point. This University-wide benefit shall replace any similar support that may be provided at the department or school level.

ARTICLE 23: BENEFITS

Section A. Health Insurance

1. Coverage

Graduate Workers may participate in the University's student medical, dental, and related benefit plans on the same terms and conditions applicable to other graduate students. The University and the Union acknowledge that eligibility for and availability of these plans is not related to work as a Graduate Worker and is not a term and condition of employment. The University may alter, modify, or substitute any of its health and medical and dental insurance plans during the term of this Agreement and nothing in this Agreement shall limit the University's right to do so provided that any changes also apply to all other graduate students enrolled in the same plans.

2. Premiums for Graduate Workers

For the duration of this Agreement, the University shall continue to subsidize the Cardinal Care student health insurance premium for coverage for eligible Graduate Workers at the following levels: 100% for Graduate Workers holding Appointments totaling 25% or more, and 50% for Graduate Workers holding Appointments totaling 10% or more and less than 25%.

Graduate Workers are eligible for the health insurance subsidy as long as they do not waive Cardinal Care insurance or have their insurance paid fully by an outside source of funds.

3. Notification of Changes

The University shall notify the Union annually of any material changes to health insurance benefits. The University and the Union shall meet twice a year upon request by the Union to discuss concerns regarding these benefits and the feasibility of a dependent care flexible spending account for Graduate Workers.

Section B. Dependent Care Health Insurance

Graduate Workers who are enrolled in medical, dental, and vision benefits may enroll their dependents on the same terms and conditions as other graduate students.

Section C. Child Care

Graduate Workers with dependent children shall be eligible for child care services offered by the University on the same terms and conditions as other graduate students.

Section D. Graduate Family Grant

The University shall maintain its Graduate Family Grant program for the duration of this Agreement. Graduate Workers with dependent children who have an annual household income of \$150,000 or less shall be eligible to apply for Graduate Family Grant funds consistent with the terms of the program. Details regarding eligibility, application, deadlines, and other matters are contained in the program documentation.

Section E. Graduate Student Aid Fund

The University shall maintain its Graduate Student Aid Fund program for the duration of this Agreement. Graduate Workers shall be eligible to apply for up to \$4,000 per year in Graduate Student Aid funds consistent with the terms of the program. Details regarding eligibility, application, deadlines, and other matters are contained in the program documentation.

Section F. Emergency Grant-In-Aid

The University shall maintain its Emergency Grant-In-Aid program for the duration of this Agreement. Graduate Workers shall be eligible to apply for Emergency Grant-in-Aid funds consistent with the terms of the program. Eligible expenses include reimbursement of actual expenses for chronic medical and mental health conditions and medically necessary expenses including, but not limited to, vision and dental expenses. Details regarding eligibility, application, deadlines, and other matters are contained in the program documentation. The University shall provide an explanation for the denial of a reimbursement upon request by a Graduate Worker.

Section G. Transit

Graduate Workers shall be eligible for parking and commuter benefits on the same terms and conditions offered by the University to graduate students. The University shall notify the Union 30 calendar days in advance of any proposed change in parking fees to be charged to Graduate Workers.

Section H. Committees

Graduate Workers are eligible to apply for and may participate in the University's Graduate Housing Advisory Committee and Vaden Student Health Advisory Committee, or their equivalent successor committees, on the same basis as other graduate students. Participation by Graduate Workers in these committees shall be in their capacity as graduate students and not as representatives of the Union.

ARTICLE 24: SEVERABILITY

If any provision of this Agreement is determined by final order of a court or administrative agency with jurisdiction over the University and the Union to be contrary to law, the affected provision shall be rendered null and void. All other provisions not affected by the illegal provision shall remain in full force and effect.

ARTICLE 25: COMPLETE AGREEMENT

The University and the Union 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, and that the understanding and agreements reached by the parties exercising that right and opportunity are set forth 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.

ARTICLE 26: DURATION

This Agreement shall become effective upon ratification and shall remain in full force and effect until August 31, 2027, and thereafter for successive one (1)-year periods, unless terminated by either the University or the Union sending written notice to the other at least sixty (60) days prior to the expiration date of its desire to terminate this Agreement or unless this Agreement is extended by mutual written agreement.

The undersigned, as authorized representatives of the parties, attest the ratification and approval of this Agreement.

For LELAND STANFORD JUNIOR UNIVERSITY:



Electronically signed by: Alex Gurza
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 13:53 PST

Alex Gurza Date
Associate Vice President, Employee & Labor Relations, University Human Resources



Electronically signed by: Phung Truong
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 13:57 PST

Phung Truong Date
Assistant Vice President, Employee & Labor Relations, University Human Resources



Electronically signed by: Sara Lee
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 15:19 PST

Sara Lee Date
Senior Employee & Labor Relations Specialist, University Human Resources



Electronically signed by: Ashley Kennedy
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 16:47 PST

Ashley Kennedy Date
Project Manager, University Human Resources



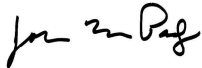
Electronically signed by: Elizabeth Silva
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 17:03 PST

Elizabeth Silva Date
Associate Vice Provost for Graduate Education



Electronically signed by: David M Kreps
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 17:20 PST

David M. Kreps Date
Adams Distinguished Professor of Management and Economics, Emeritus, Graduate School of Business



Electronically signed by: John Pauly
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 18:47 PST

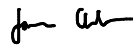
John M. Pauly Date
Reid Weaver Dennis Professor of Engineering, School of Engineering

For UE LOCAL 1043 ("SGWU"):



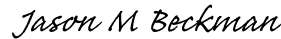
Electronically signed by: Martín Acosta Parra
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 13:52 PST

Martín Acosta Parra Date
Bargaining Committee Member, SGWU



Electronically signed by: Jason Anderson
Reason: I have reviewed and am approving this document.
Date: Jan 14, 2025 20:29 PST

Jason Anderson Date
Bargaining Committee Member, SGWU



Electronically signed by: Jason M Beckman
Reason: I have reviewed and am approving this document.
Date: Jan 15, 2025 19:00 EST

Jason Beckman Date
Bargaining Committee Member, SGWU



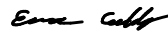
Electronically signed by: Tmc
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 12:11 PST

Thom Chaffee Date
Bargaining Committee Member, SGWU



Electronically signed by: Fletcher Chapin
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 12:04 PST

Fletcher Chapin Date
Bargaining Committee Member, SGWU



Electronically signed by: Emma Cuddy
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 12:26 PST

Emma Cuddy Date
Bargaining Committee Member, SGWU



Electronically signed by: Nora Enright
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 12:42 PST

Nora Enright Date
Bargaining Committee Member, SGWU

Susan Weersing

Electronically signed by: Susan Weersing
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 15:53 PST

Susan Weersing Date
Associate Dean, Graduate and Undergraduate Studies, School of Humanities & Sciences

Electronically signed by: Kirsti Copeland
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 14:35 PST

Kirsti Copeland Date
Associate Dean of Education and Student Affairs, School of Engineering

Electronically signed by: Jeff Bosley
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 21:51 PST

Jeff Bosley Date

Electronically signed by: Chris Gustin
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 11:26 PST

Chris Gustin Date
Bargaining Committee Member, SGWU

Electronically signed by: Nadine Humphrey
Reason: I have reviewed and am approving this document.
Date: Jan 14, 2025 18:41 PST

Nadine Humphrey Date
Bargaining Committee Member, SGWU

Electronically signed by: Sheen Kim
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 16:11 PST

Sheen Kim Date
Bargaining Committee Member, SGWU

Electronically signed by: Paul Markley
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 11:29 PST

Paul Markley Date
Bargaining Committee Member, SGWU

Electronically signed by: Shantanu Nevrekar
Reason: I have reviewed and am approving this document.
Date: Jan 14, 2025 13:32 PST

Shantanu Nevrekar Date
Bargaining Committee Member, SGWU

Electronically signed by: Parth Nobel
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 12:28 PST

Parth Nobel Date
Bargaining Committee Member, SGWU

Electronically signed by: Rory O'Dwyer
Reason: I have reviewed and am approving this document.
Date: Jan 17, 2025 11:58 PST

Rory O'Dwyer Date
Bargaining Committee Member, SGWU

Electronically signed by: Suyash Raj
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 11:33 PST

Suyash Raj Date
Bargaining Committee Member, SGWU

Electronically signed by: Alexa Russo
Reason: I have reviewed and am approving this document.
Date: Jan 14, 2025 18:53 PST

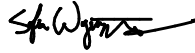
Alexa Russo Date
Bargaining Committee Member, SGWU

Electronically signed by: Kamila Thompson
Reason: I have reviewed and am approving this document.
Date: Jan 16, 2025 13:31 PST

Kamila Thompson Date
Bargaining Committee Member, SGWU

Electronically signed by: Sophie Jean Walton
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 11:59 PST

Sophie Jean Walton Date
Bargaining Committee Member, SGWU



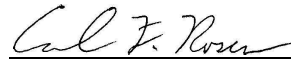
Electronically signed by: Sofia Di Toro Wyetzner
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 14:09 PST

Sofia Di Toro Wyetzner Date
Bargaining Committee Member, SGWU



Electronically signed by: David Kai Zhang
Reason: I have reviewed and am approving this document.
Date: Jan 14, 2025 14:10 PST

David Kai Zhang Date
Bargaining Committee Member, SGWU



Electronically signed by: Carl Rosen
Reason: I have reviewed and am approving this document.
Date: Jan 13, 2025 17:04 CST

Carl Rosen Date
General President, UE

SIDE LETTER A WORKER STATUS

This Side Letter confirms the understanding of the University and the Union with respect to the employee status of Graduate Workers and in connection with the negotiation of the first bargaining agreement (“CBA”) between the University and the Union.

The University and the Union agree that:

1. The National Labor Relations Board (“NLRB”) certified United Electrical, Radio and Machine Workers of America as the exclusive representative of Stanford Graduate Workers in Case No. 32-RC-316964 (“Certification”) on the basis of the NLRB’s decision in *Columbia University*, 364 NLRB 1080 (2016) that they are statutory employees under the National Labor Relations Act (“NLRA”).
2. The University and the Union acknowledge that the employee status of graduate workers has not yet been determined under other federal and California laws. If there is a change in any applicable law that is inconsistent with the CBA, the University and the Union agree to bargain in good faith concerning any modifications that may be required to conform the CBA to this new law while preserving the University’s and the Union’s intent in reaching the CBA.
3. The University and the Union agree that the Grievance and Arbitration Article of the CBA is the sole and exclusive method and forum for resolving any wage and hour disputes or claims between the University, the Union and the Graduate Workers covered by this Agreement, including claims concerning wages, work hours or breaks, overtime, or other wage and hour related matters whether alleged under the CBA and/or any statute, including the Fair Labor Standards Act and/or the wage and hour provisions of the California Labor Code or any Industrial Welfare Commission Wage Order. If the Union files a group grievance concerning a wage and hour issue and the University disputes whether there are separate instances that should not be heard as a group grievance, the grievance shall proceed, and if the parties are unable to agree on this issue before arbitration, the arbitrator shall upon the request of the Union or the University bifurcate the proceedings and resolve this issue before deciding on the merits of the grievance.

SIDE LETTER B
CALTRAIN GOPASS PROGRAM

The University and the Union agree that starting within 90 days of ratification and continuing for the term of the Agreement, Graduate Workers who do not reside in the following zip codes 94304, 94305, and 94309 and who reside within a typical commuting range of the University's main campus will be eligible for Caltrain GoPasses at no cost. The University reserves the right to terminate this program earlier upon 30 days' notice if the reduced student rate is no longer offered by Caltrain. If the reduced student rate is no longer offered by Caltrain and the University terminates the program, the University and the Union agree to meet and discuss upon request by the Union.