

FULL TENTATIVE AGREEMENT

Caltech Graduate Researchers and Postdocs United: '24-25 Contract Negotiation

For signed versions of the Article TAs: <https://caltechgpu.org/bargaining/>

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Preamble

This is a Collective Bargaining Agreement (hereinafter referred to as the "Agreement") made and entered into this_ day of_ 202_, by and between the California Institute of Technology (hereinafter referred to as the "Institute" or "Caltech") and International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America ("UAW"), and its Local Union, Caltech Grad Researchers and Postdocs United (hereinafter referred to as the "Union")_____[Insert Local Number]. This Agreement shall not become effective until it is ratified by both the Union and the Institute.

1 - Accommodations & Accessibility

1. General Principles: The Institute seeks to provide Unit Members having disabilities with equal access to all Institute programs, activities and services. The Institute is committed to maintaining a diverse academic community, and welcoming individuals with a broad spectrum of talents and experiences to its campus and programs. Unit Members with disabilities, actively participating in all aspects of the Institute experience, are an essential part of that diversity. Therefore, consistent with the foregoing, the Institute complies fully with the Americans with Disabilities Act (ADA), the Rehabilitation Act, the Pregnant Workers Fair Act, and other applicable federal and state laws to ensure equal opportunity for otherwise qualified individuals with disabilities, including disabled veterans, as well as known limitations related to pregnancy, childbirth, or related medical conditions (pregnancy related conditions).
2. When a Unit Member requests a reasonable accommodation for a disability or pregnancy-related condition, the Parties will engage in the interactive process in good faith, in accordance with applicable law in an appropriately timely manner under the circumstances. Unit Members with disabilities who believe they need a reasonable accommodation to perform the essential functions of their position shall contact the appropriate Institute Office (i.e., the Caltech Accessibility Services for Students (CASS) or Disability & Leave Administration Unit (DLAU)) in order to engage in the interactive process consistent with the Institute's Disability and Reasonable Accommodation Policy. The Institute encourages Unit Members with disabilities who need an accommodation to come forward and request a reasonable accommodation. A Unit Member may request a meeting to discuss their accommodation request.
3. If the Institute declines to implement a request for an accommodation or access adjustment, the Institute will notify the Unit Member in writing with a general explanation of why the request was denied.
4. After exhausting all internal appeals or grievances permitted under the Disability and Reasonable Accommodation Grievance Procedures or twenty-one (21) days from a denial (unless the Parties agree to more time), whichever comes first, if a Unit Member or the Union believes that the Institute has unreasonably denied a Unit Member's request for a reasonable accommodation, a Unit Member or the Union may file an Article X Grievance pursuant to the Prohibition and Procedures Against Discrimination, Unlawful Harassment and Abusive Conduct Article of this Agreement as their final, sole, exclusive and binding remedy.
5. Unit Members requesting a reasonable accommodation shall fully cooperate in the interactive process including providing appropriate documentation requested or required by the Institute to facilitate their request. The Institute shall consider prior documentation provided by a Unit Member regarding their past accommodation at

the Institute as applicable and appropriate. For all Unit Members, the Institute shall ensure the confidentiality of documentation pursuant to applicable laws, regulations and Institute policy, including the proper filing and usage of such materials.

- a. No more than once (1) per year, the Union may request for Unit Members:
- b. policies for addressing accommodations/accessibility needs;
- c. aggregated, anonymized data regarding accommodations requests;
- d. aggregated, anonymized data regarding implemented accommodations;
- e. aggregated, anonymized data regarding timelines from requesting accommodation to outcomes;
- f. general updates on campus accessibility changes.

The Union agrees that the Institute providing this information clearly and unmistakably provides the Union with the necessary data to administer this Article.

6. Pregnancy Related Accommodations: The Institute shall comply with all applicable federal, state and local laws regarding provision of suitable space designated for lactation and shall make best efforts to provide such. The Parties charge the Union-Management Committee with discussing how to distribute a guide on the locations of lactation spaces on campus.
7. Bathroom Equity: The Institute endeavors to provide legally-compliant labeling on bathrooms consistent with the age and usage of its facilities and shall make best efforts to ensure that Unit Members have convenient access to gender-neutral bathrooms. The Parties charge the Union-Management Committee with discussing how to distribute a guide on the locations of gender-neutral facilities on campus.
8. Personal Information: The Institute, when informed by a Unit Member, will endeavor as practicable to use each Unit Member's preferred name on all Institute documentation and communications, unless contrary to applicable law. Unit Members and the Union will cooperate in good faith with these efforts. The Institute, when informed by a Unit Member, shall endeavor as practicable to ensure that all bargaining unit members are referred to by the names and pronouns with which they identify, both in communications to and about them, and will update any Employer records upon request.

2 - Appointments

Section 1: All Appointments

1. It is within the Institute's sole discretion to appoint, reappoint, or not reappoint Unit Members to any in-unit position, to set the duration of such appointments (subject to this Article), and to determine the qualifications for such appointments.
2. For the purpose of permitting the Institute and Unit Members to plan for the coming academic terms, the Institute shall make best efforts to inform Unit Members at least sixty (60) days prior to their initial appointment or any changes to their appointment, of: (a) the nature of their upcoming appointment (e.g., Graduate Research Assistant, Graduate Teaching Assistant, Postdoctoral Scholar); (b) the approximate start date of the appointment, and; (c) the approximate stipend or salary (as applicable) of the appointment. Nothing herein limits the Institute's right to adjust specific assignments after providing the information in this section due to operational needs.
3. The Institute shall make best efforts to provide appointment letters to Unit Members at least fifteen (15) business days prior to the commencement of the appointment. The Institute shall also endeavor to include the following information in all appointment letters for in-unit positions:
 - a) Job title;
 - b) General expectations, duties, and/or responsibilities of their position, or where such information may be readily found;
 - c) Stipend or salary (as applicable) amount and frequency of pay;
 - d) Information regarding Institute benefits pertaining to their appointment (such as where the information may be found)
 - e) Expected start date of the appointment, end date, if known, and whether the position is renewable;
 - f) Approximate weekly schedule or hours of work of the position;
 - g) Any required training or qualifications that are a condition of the appointment;
 - h) Division or Option, as applicable, of the appointment and applicable contact;
 - i) Work location;
 - j) A statement that the position is included in the bargaining unit;

- k) Union information as appropriate under this Agreement.

Nothing herein limits the Institute's right to adjust and/or make specific assignments after an appointment letter has been issued due to operational needs

4. Nothing herein limits the Institute's right to require Unit Members to perform preliminary tasks necessary to prepare for an appointment prior to the start of a quarter (e.g., prepare problem sets or a lab prior to a quarter), or to perform postliminary tasks necessary to complete an appointment after the end of a quarter (e.g., grading assignments after the end of a quarter), and shall be assigned in accordance with Job Expectations and Scheduling of Work.
5. The Institute may terminate an appointment or a reappointment before the expiration of the appointment term consistent with the provisions of this Agreement (including the Discipline and Discharge Article).
6. Bridge Appointments: The Institute may provide bridge appointments of durations shorter than the minimum duration for Unit Members in Sections 2 and 3 below (e.g., an appointment of limited duration to bridge between longer Graduate Student appointments, or as a Postdoctoral Scholar in instances of a recent Ph.D. graduate).

Section 2: Graduate Student Appointments

1. All Graduate Student appointments covered by this Agreement (i.e., as Graduate Teaching Assistants or Graduate Research Assistants) shall be for at least one (1) quarter and shall not exceed the expected degree date recorded by the Registrar. For Graduate Student Unit Members, they shall remain in that role unless notified otherwise, and shall be appointed consistent with their student status and financial aid/funding, as set by the Institute pursuant to the Management and Academic Rights Article.
2. Consistent with the Institute's discretion to decide appointments to and qualifications for bargaining unit positions, Divisions and Options shall endeavor to appoint Graduate Students to bargaining unit positions in a fair manner consistent with the educational and research objectives of the Institute.
3. The Parties charge the Union-Management Committee to discuss how to consistently and effectively across Divisions and Options convey information regarding teaching assistantship opportunities.

Section 3: Postdoctoral Scholar Appointments

1. Postdoctoral Scholar appointments are full-time research and/or teaching positions. Postdoctoral Scholars are appointed consistent with the terms of the

Postdoctoral Scholars Handbook to the extent they are not inconsistent with this Agreement.

2. Time served in the ranks of Postdoctoral Scholar and Senior Postdoctoral Scholar combined shall not exceed a maximum of nine (9) years. After one year of service, a Postdoctoral Scholar shall be eligible to be promoted to a Senior Postdoctoral Scholar consistent with the Postdoctoral Scholars Handbook and in the sole discretion of the Institute. If a Postdoctoral Scholar is reappointed past a sixth year of service, consistent with the Postdoctoral Scholar Handbook, the Unit Member shall be appointed as a Senior Postdoctoral Scholar.
3. The initial appointment of a Postdoctoral Scholar at the Institute shall be for a minimum of two (2) years and may be Fixed or Renewable, with the mutual understanding of the Parties that funding for the Postdoctoral Scholar's in-unit work may only be available for one year of the appointment. Nothing herein limits the rights of the Parties to mutually agree to an initial appointment of less than two (2) years (e.g., the Postdoctoral Scholar has a one-year external fellowship and is only seeking a one-year appointment at the Institute). Nothing in this Article shall preclude the Institute from appointing or reappointing Postdoctoral Scholars for durations longer than the minimum required in this Article.
4. Release from Appointment:
 - a) The Institute has the sole discretion to release a Postdoctoral Scholar on their first anniversary date of their appointment or reappointment. The Institute shall provide at least thirty (30) calendar days written notice of the release before the first anniversary date for reasons unrelated to Discipline and Discharge. The notice must be issued by the first anniversary date, unless otherwise permitted in this subsection. If the notice is not provided at least thirty (30) calendar days before the first anniversary date, the release shall be effective thirty (30) calendar days from the date the notice is provided.
 - b) Institute actions under this Section shall not be subject to the Grievance and Arbitration Article of this Agreement, nor shall Institute actions under this Section be subject to the Postdoctoral Scholar notice provisions under the Discipline and Discharge Article of this Agreement.
 - c) The Institute shall promptly provide a copy of the written release notice to the Union after providing the notice to the Postdoctoral Scholar.
 - d) If a Postdoctoral Scholar chooses to leave before the end of an appointment or reappointment, they shall provide at least thirty (30) calendar days written notice to the Institute and the Union.
 - e) Notwithstanding this subsection, the Institute retains all its rights under this Agreement.

5. Reappointment of a Postdoctoral Scholar shall be for a minimum of one (1), and up to three (3), years). However, reappointment may be for less than one (1) year under the following circumstances:
- a) Less than one (1) year of applicable available work;
 - b) Less than one (1) year of funding available;
 - c) Exhausted eligibility to serve as a Postdoctoral Scholar pursuant to Section 3(2);
 - d) above and the Postdoctoral Scholar Handbook;
 - e) Work authorization or visa limitations;
 - f) Operational needs;
 - g) Change in faculty sponsor.

3 - Childcare Support

1. The Parties recognize that the Children's Center at Caltech (CCC) and Child Educational Center (CEC) are separate entities from the Institute, each governed by their own policies and enrollment protocols. Unit Members shall have access to the CCC and CEC consistent with CCC and CEC policy on the same terms and conditions as currently offered to Unit Members. Unit Members shall be eligible to participate in backup childcare programs as determined by the Institute (e.g., Care.com) subject to the same terms and conditions as offered to Institute employees.
2. For Graduate Student Unit Members, the Institute shall maintain the Parent Support Program which provides selected applicants with up to \$10,000 annually, disbursed monthly as taxable income, for the purpose of providing financial support to graduate student parents with demonstrated financial need. The Institute will review all applications and approve disbursement consistent with the Parent Support Program policy, as established by the Institute.
3. Postdoctoral Scholar Childcare Financial Hardship Fund:
 - A. Purpose): Within the term of this Agreement the Institute shall establish a Postdoctoral Scholar Childcare Financial Hardship Fund ("Postdoc Childcare Fund". The Institute shall contribute the amount of Twenty-Five Thousand Dollars (\$25,000) to the Postdoc Childcare Fund for the partial support of Postdoctoral Scholar Unit Members with financial hardship due to childcare expenses for dependent children. The Institute will make best efforts to raise an additional \$100,000 or more for the Postdoc Childcare Fund through philanthropy during this Agreement's term.
 - B. (Eligibility): Postdoctoral Scholar Unit Members shall only be eligible for funds from this Postdoc Childcare Fund if they have dependent children ages 10 and under and demonstrate a bona fide financial hardship. Postdoctoral Scholar Unit Members may apply to the Postdoc Childcare Fund no more than once per calendar year except in rare emergency situations where additional applications may be considered subject to Institute's review and approval as contained in this Section(3).
 - C. (Procedures): The Institute will review all applications and approve disbursement according to standards and eligibility criteria established by the Institute in its sole discretion, but applications shall not be unreasonably denied. In order to be eligible for funds from the Postdoc Childcare Fund, Unit Members shall be required to submit appropriate proof of eligibility and financial hardship as determined by the Institute. Nothing concerning this Section, including without limitation determinations regarding the amount, approval, or disapproval of

disbursements, shall be subject to the Grievance and Arbitration (or any other) Article of this Agreement or any other legal challenge.

4. The Institute shall maintain its Child Care Assistance Program (CCAP), which provides assistance of up to \$5,000 per year per family, for all Unit Members on the same terms and conditions as offered to Institute employees consistent with Institute policy, which may be amended at the Institute's discretion.
5. Dependent Care Flexible Spending Account: Eligible Unit Members shall have access to the Dependent Care Flexible Spending Account, on the same terms as other eligible Institute employees and consistent with applicable law and Institute policy, which may be amended at the Institute's discretion.

4 - Compensation

A. GENERAL PROVISIONS

1. Applicability: It is understood that the Union has no authority, nor shall the Institute be obligated, to bargain over any financial matters for graduate students or postdoctoral scholars who are not members of the bargaining unit. The provisions of this Article only apply when a graduate student or postdoctoral scholar holds an in-unit position as a member of the bargaining unit.
2. Amounts Above Minimum: Nothing contained herein shall preclude the Institute from paying a Unit Member more than the minimum stipend or salary amount, as applicable, provided below in this Article. The Institute, including any division, option, principal investigator, or supervisor may, in its sole discretion, decide to pay stipends or salaries, as applicable, above the minimum identified below in this Article to a specific Unit Members). Any claim that solely alleges that one Unit Member is paid more than another similarly situated Unit Member shall not be subject to the Grievance and Arbitration Article of this Agreement. If a Unit Member or the Union, directly or indirectly, brings such grievance, claim or allegation, it shall be: (a) processed pursuant to the procedures in Section A(5) below; and, (b) mandatorily dismissed by any factfinder (e.g., an arbitrator or judge) and denied with prejudice. Nothing herein limits the right to bring claims under the Prohibition and Procedures Against Discrimination, Unlawful Harassment and Abusive, Conduct Article under this Agreement.
3. Outside Employment: In exceptional cases, where the commitment does not interfere with their in-unit duties, Unit Members may engage in outside employment not at the Institute provided they: (a) received prior approval, in the sole discretion of the Institute, from their supervisor, Division Chair and, as applicable, Graduate Dean (for Graduate Student Unit Members) or Vice Provost (for Postdoctoral Scholar Unit Members), and the Office of Research Policy (for all Unit Members); and (b) comply with and sign all Institute policies regarding conflict of interest, intellectual property, outside employment, and other applicable policies. The Institute shall not reduce compensation for Unit Members due to compensation they receive from approved outside employment.
4. External Funding: If a Unit Member receives stipend or salary, as applicable, funded by an external sponsoring entity (e.g., a funder or a grantor), the Unit Member shall receive the full stipend or salary set by the external sponsoring agency, and the terms of compensation shall otherwise be governed by the terms of the agreement with the external sponsoring entity. If such stipend or salary is less than the minimums listed below in this Article, then the Institute shall provide additional funding to ensure the Unit Member receives the

applicable minimum stipend or salary listed below in this Article. The Unit Member shall provide to the Institute the full and accurate amount of any external funding in a manner prescribed by the Institute. The Parties agree that the combined total of external stipend or salary and internal additional funding shall constitute the total salary for purposes of Unit Members covered by this Section 4, and that any disputes will solely and exclusively be processed using the procedures in Section 5 below.

5. Dispute Resolution:

- a) The Institute and Union agree that the Grievance and Arbitration Article of this Agreement is the final, binding, sole and exclusive remedy and forum for any wage and hour disputes between the Institute, Union, and any Unit Members covered by this Agreement, including without limitation claims concerning wages, salaries, stipends, work hours or breaks, overtime, or any other wage and hour related matters whether alleged as breaches of this Agreement and/or violations of any statute, law, rule or regulation including without limitation the Fair Labor Standards Act, the California Private Attorneys General Act of 2004 (to the extent brought as an individual claim, or as otherwise permitted by law), applicable provisions of the California Labor Code, California Department of Industrial Relations rules and regulations, Industrial Welfare Commission Wage Orders, the Pasadena Minimum Wage Ordinance, the Los Angeles County regulations, or any other similar laws, rules or regulations (collectively, a "Wage and Hour Claim"). Consistent with the foregoing, the Parties acknowledge that all Wage and Hour Claims will be processed solely through the Grievance and Arbitration Article of this Agreement and not through any other forum. Any Arbitrator under this Agreement generally shall have no authority to render a remedy concerning any academic matter or a Graduate Student Unit Member's status as a student. Arbitrators are empowered to and shall apply applicable law with respect to timeliness, liability and damages/remedies/fees and costs as it would be applied by the appropriate court/jury having jurisdiction over such claims in rendering decisions on Wage and Hour Claims covered by this Article.
- b) Unless the Parties mutually agree otherwise, all Wage and Hour Claims shall be submitted to mediation in accordance with the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures, as may be amended, prior to arbitration occurring under this Article. The fees and expenses of the mediation shall be shared equally by the Institute and Union. Each participant will bear their own attorneys' fees and costs. The Parties agree that the mediation shall be held as promptly as practicable after the Step 3 grievance meeting under the Grievance and Arbitration Article, and without undue delay. After notice of the failure of mediation from the mediator to the Union and the Institute, the Wage and Hour Claim may be appealed by the Union consistent with the Grievance and Arbitration Article.

- c) Wage and Hour Claims shall not be litigated or arbitrated by way of a class, representative, private attorney general, or collective action. All Wage and Hour Claims between a Unit Member and the Institute must be decided individually. Neither a Unit Member nor the Institute will have the right, with respect to any claim, to do any of the following before an arbitrator: (i) obtain relief from a class or collective action, either as a class representative, class member or class opponent; or (ii) join or consolidate claims with the claims of any other person. The arbitrator shall have no authority or jurisdiction to process, conduct or rule upon any class or collective proceeding, or to consolidate any individual claims in one proceeding absent mutual consent of the parties hereto. Nothing herein limits the right of the Union, and the Union alone as the exclusive bargaining representative of Unit Members, to bring a collective grievance.

B. GRADUATE STUDENT UNIT MEMBERS

1. Effective September 1, 2025, the minimum total annual stipend for a full-time Ph.D. Graduate Student Unit Member serving as a Graduate Research Assistant and/or Graduate Teaching Assistant shall be raised three and three-quarters percent (3.75%) to \$48,244.
2. Effective September 1, 2026, the minimum total annual stipend for a full time Ph.D. Graduate Student Unit Member serving as a Graduate Research Assistant and/or Graduate Teaching Assistant shall be raised three and sixty-four hundredths (3.64%) to \$50,000.
3. Graduate Student Unit Members with less than a full-time appointment or who are performing less than full-time work will receive a *pro rata* percentage of the minimum stipend in this Section.

C. POSTDOCTORAL SCHOLAR UNIT MEMBERS

1. Effective October 1, 2025, the minimum total salary for a full-time Postdoctoral Scholar Unit Member serving as a Postdoctoral Teaching Fellow, Postdoctoral Scholar Research Associate and/or an in-unit Postdoctoral Scholar Fellowship Trainee shall be raised three and a half (3.5%) to \$72,723.
2. Effective October 1, 2026, the minimum total salary for a full-time Postdoctoral Scholar Unit Member serving as a Postdoctoral Teaching Fellow, Postdoctoral Scholar Research Associate and/or an in-unit Postdoctoral Scholar Fellowship Trainee shall be raised three and a half (3.5%) to \$75,268.
3. Postdoctoral Scholar Increases for Those Above the Minimum: Postdoctoral Scholar Unit Members who are paid an amount above the minimum total salary

for a full-time Postdoctoral Scholar Unit Member shall receive a minimum annual salary increase of the following percentage each year:

Effective Date	Annual Percentage Increase for Salary Above Minimum
October 1st, 2025	2.0%
October 1st, 2025	2.0%

Notwithstanding the above, nothing herein shall require the Institute to provide an annual salary increase to a Postdoctoral Scholar who is paid an amount above the minimum total salary due to: (a) the Postdoctoral Scholar having a salary set by an external sponsoring agency (eg., a funder or a grantor) that funds their salary; (b) the poor performance or misconduct of the Postdoctoral Scholar consistent with this Agreement (including the Discipline and Discharge Article); (c) funding limitations of the principal investigator's lab for the Postdoctoral Scholar's position; (d) other good cause shown (including without limitation: the Postdoctoral Scholar received a prior discretionary mid-year increase).

4. Postdoctoral Scholar Unit Members with a less than a full-time appointment or who are performing less than full-time work will receive a *pro rata* percentage of the minimum stipend in this Section.

5 - Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any permitted subject of collective bargaining, and that the understanding and agreements reached by the parties exercising that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement or required by law, to bargain collectively with respect to any subject of matter referred to or covered in this Agreement. This Agreement may not be changed, modified or amended, except by an express written agreement signed by authorized agents for both parties.

6 - Discipline and Discharge

Section 1: For Graduate Student Unit Members, decisions about academic standing or dismissal (including but not limited to: failure to make adequate academic progress; sub-par performance in examinations and academic milestones; failure to meet minimum standards and expectations; academic dishonesty; academic misconduct; research misconduct; violation of other Institute rules of conduct unrelated to employment duties; etc.) and, for Postdoctoral Scholar Unit Members, decisions that are unrelated to their employment duties concerning the above topics, shall be at the Institute's sole discretion and shall not be subject to grievance or arbitration. The Union acknowledges it has no right to interfere with or grieve decisions regarding student status.

Section 2: The discipline or discharge of a Unit Member that results from conduct that relates to the job performance of the Unit Member (including but not limited to absenteeism; lateness; failure to adhere to stated course or research deadlines; failure to aid in the preparation of course or research materials; failure to hold recitations, labs, or office hours; failure to grade, failure to perform assigned lab duties, willful abandonment of teaching or research assignments; insubordination; failure to comply with applicable policies, etc.) shall be only for just cause.

Section 3: For purposes of this Agreement, discharge means termination of an appointment provided for under the Appointments Article of this Agreement, before it would otherwise have ended, but does not include non-appointment or non-reappointment of a Unit Member or termination resulting from a loss of funding for reasons beyond the Institute's control. All such decisions shall be at the Institute's sole discretion, and shall not be subject to grievance or arbitration. Discipline does not include critical, negative or other performance evaluations or feedback, informal counseling, reassignment for operational needs, or removal due to academic ineligibility.

Section 4: Where possible, before a suspension or discharge for reasons described in Section 2, a conference meeting will be held with the Unit Member and their supervisor. The Unit Member may request to have a union representative present at the conference meeting. In light of the sensitivity and confidentiality of many of the issues covered by this Article, the Union agrees that it will endeavor to assign an appropriate representative for such discussions (e.g., individuals who are disinterested in the dispute and do not have a conflict of interest). To the extent possible, the Union will provide notice of the identity of the representative one (1) day in advance of the conference meeting in this Section 4.

Section 5: Consistent with Institute policy, the Institute may place a bargaining unit member on paid administrative leave without prior written notice in order to review or investigate alleged or potential misconduct or dereliction of duty, which warrants immediately relieving the bargaining unit member from all work duties and/or require

removing the Unit Member from the Institute's premises. Administrative leave shall not be considered a form of discipline. The Institute shall make best efforts to provide the bargaining unit member and the Union with written confirmation of the terms and reasons for the administrative leave immediately but no later than three (3) working days after the leave is effective.

Section 6: The Institute will promptly notify the Unit Member and the Union in writing of the issuance of any suspension or discharge.

As set forth in the Postdoctoral Scholar Handbook, as to Postdoctoral Scholar Unit Members, in situations where academic or research performance is not at a level acceptable to the Institute, notice to a Postdoctoral Scholar subject to termination of an appointment prior to its expiration date will be given in writing in accordance with the following standards:

1. For employees who have worked at the Institute for less than one year, the advance notice shall be three (3) months;
2. For employees who have worked for at least one but less than two years at the Institute, the advance notice shall be six (6) months, and;
3. For employees who have worked for two or more years at the Institute, the advance notice shall be one year.

In cases where termination of an appointment is for reasons involving academic or non-academic misconduct, termination may be immediate and without prior notice.

Section 7: If the Union desires to grieve a suspension or discharge, it shall give written notice thereof to the Institute within ten (10) calendar days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure.

Section 8: It is understood that the Institute, in addition to issuing disciplinary action, may also include with such discipline additional, reasonable measures, with which the Unit Member must comply, provided these are remedial rather than punitive measures.

7 - Duration

This Agreement shall be effective on April 1, 2025, and remain in full force and effect up to and including 11:59pm on July 14, 2027. At any time within ninety (90) days prior to the termination of this Agreement, the Institute or the Union may initiate negotiations for a new Agreement.

The Parties have concurrently executed a Side Letter regarding Grievance Response Timelines.

8 - Emergency Fund

The Institute will maintain its current Emergency Fund at funding levels set in its sole discretion to provide financial assistance to Graduate Student Unit Members who are faced with an emergency. Graduate Student Unit Members may apply for financial assistance to assist with costs consistent with current coverage under the Emergency Fund policy, namely: onerous medical or dental expenses not covered by insurance; bereavement travel; travel for an urgent family matter, and; other emergencies. The Institute shall distribute funds to Graduate Student Unit Members in accordance with procedures, policies and requirements established by the Institute in its reasonable and sole discretion. The Institute shall make best efforts to issue determinations regarding requests for funds within two (2) weeks of a request submission. Any decision on whether, or not, to distribute funds from the Emergency Fund as discussed in this Article shall not be subject to the grievance and arbitration procedures of this Agreement.

9 - Evaluations and Development Plans

Section 1: Limitation on Use of Evaluations: Academic evaluations (e.g. qualifying exams, thesis advisory committee meetings, candidacy exams) and Teaching Quality Feedback Reports (TQFRs) (and any future replacements of TQFRs) of the Unit Member, if there are any, will not be used as part of the discipline process under this Agreement. TQFRs (and any future replacements of TQFRs), if there are any, shall not be determinative of a Unit Member's eligibility for future employment in a bargaining unit position, but may be reasonably considered by the Institute (e.g., in considering appointments to future teaching related positions). Unit Members may access TQFRs online where practicable.

Section 2: Individual Development Plans: Unit Members are encouraged to develop individual development plans (IDP). To the extent applicable, such IDP shall be in the format prescribed by the relevant funding agency. The IDP generally will outline the short-term and long-term goals for professional development. The Institute and Unit Members will comply with funding agencies' requirements for an IDP, as applicable.

10 - FERPA Waiver Side Letter

The parties tentatively agree to the following provision:

November 22, 2024

Caltech Grad Researchers and Postdocs United, UAW
6500 S. Rosemead Blvd.
Pico Rivera, CA 90660

Re: FERPA Waiver Forms

Dear CGPU-UAW:

This letter outlines the Parties' agreement that the Institute shall distribute a FERPA waiver form, in a form prepared in its discretion, to Graduate Student Unit Members with their initial appointment letters following the ratification of the Agreement. The Parties agree that the Institute shall only disclose information consistent with and in the scope of an executed FERPA waiver. Nothing contained in this side letter is subject to the Grievance or Arbitration Article of this Agreement.

Sincerely,
California Institute of Technology

11 - Side Letter - Freedom of Speech & Expression

Caltech Grad Researchers and Postdocs United, UAW
6500 S. Rosemead Blvd
Pico Rivera, CA 90660

Re: Freedom of Speech and Expression

Dear CGPU-UAW:

This letter will confirm the Institute and Union's understanding that:

1. The Parties are committed to "Freedom of Speech and Expression" at the Institute as a core Institute value and as reflected in the Institute's Free Speech and Expression policy (the "Policy").
2. The Policy shall not be interpreted to proscribe protected concerted union activities as defined under the National Labor Relations Act ("NLRA").
3. The Institute shall notify the Union regarding any material changes to the Policy that affect NLRA rights in advance of their implementation.
4. As applicable and appropriate, the Institute will comply with Sections 1101-1104 of the California Labor Code.

Sincerely,
California Institute of Technology

12 - Grievance and Arbitration

Unit Members covered by this agreement, the Union, or the Institute may file a grievance in accordance with the procedure outlined in this Article.

A grievance is a claim by an individual Unit Member, class of Unit Members, the Union, or the Institute that this Agreement has been violated. No more than one grievance shall be processed with respect to the facts of any one such claim. Except as otherwise provided in this Agreement, the grievance procedure outlined in this Article shall be the sole, exclusive process for resolving all grievances.

The parties will make every effort to resolve all disputes before they become formal grievances.

Section 1. Step One: Initial Informal Discussion

- A. The Institute and the Union agree that Unit Members are encouraged to engage in informal discussions as soon as practicable with their immediate supervisor as designated by the Institute (e.g., faculty member, administrator, or Principal Investigator, etc., as the case may be for the Graduate Assistant or Postdoc) or Division Chair, Executive Officer or respective Option Representative, or their designee, to resolve issues before filing a formal grievance. If the dispute is not mutually resolved, whether or not a discussion is held, the grievance may be presented in writing to the Institute as set forth in Step Two.
- B. Mutual resolution of the complaint at Step One (or respectively, Steps Two or Three below, as appropriate) shall be final but shall not be precedential or inconsistent with this Agreement.

Section 2. Step Two:

- A. If the grievance is not resolved at Step One, the grievance shall be presented in writing and state pertinent facts of the claim as clearly and concisely as possible, including the terms of this Agreement that have been violated, the persons involved, the date(s), location(s) relevant to the claim, and the specific nature of the relief requested. The written grievance shall be signed by an authorized representative of the Union ("Union Representative") and filed with the Division Chair, Executive Officer or respective Option representative, or their designee and the appropriate Human Resources representative, or their designee ("Institute Representative"). Unless otherwise mutually agreed, the grievance shall be filed within thirty (30) calendar days after the Union or Unit Member became aware or should have been aware of the events giving rise to the grievance.

- B. Within ten (10) business days of the filing of the grievance at Step Two, the Institute Representative may conduct a meeting with the grievant and Union Representative in an effort to resolve the grievance. Additional representatives from each Party shall be permitted to participate provided, however, that their participation does not interfere with the purpose and effective operation of this dispute resolution step, as determined by either Party.
- C. The Institute shall notify the Union representative of its response in writing within ten (10) business days after the meeting is held or after the filing of the grievance at Step Two if no meeting is held, whichever is sooner.
- D. If parties to the grievance are involved in any step listed above, the Union shall have the right to file with an alternate administrator who is not a party to the grievance, as designated by the Institute.

Section 3. Step Three:

- A. In the event the response to the grievance in Step Two is unsatisfactory, the grievant or the Union may appeal to the Dean of the Graduate Studies Office or Vice Provost for the Postdoctoral Scholars Office, as applicable, or their designee, with a copy to the appropriate Human Resources representative, or their designee, within ten (10) business days of the Step Two response. Within ten (10) business days of the receipt of the written appeal, the Dean of the Graduate Studies Office or Vice Provost for the Postdoctoral Scholars Office, as applicable, and/or their designees shall conduct a meeting with the grievant and the Union Representative in an effort to resolve the grievance. Additional representatives from each Party shall be permitted to participate provided, however, that their participation does not interfere with the purpose and effective operation of this dispute resolution step, as determined by either Party.
- B. The Dean of the Graduate Studies Office or Vice Provost for the Postdoctoral Scholars Office, as applicable or their designee shall provide the Union with a written response within ten (10) business days of the meeting.
- C. The Institute or the Union may present a grievance initially at Step Three by notice in writing addressed to the Union or the Institute at its offices. The Union or the Institute shall respond in writing to the Institute or the Union's grievance within ten (10) business days. If a grievance is initiated at Step 3, the Institute or Union also may avail itself of Steps 1 and 2, as appropriate.

Section 4: Arbitration.

In the event the parties are unable to resolve grievances in the above procedure, the grievance may be appealed by the Union or Institute within thirty (30) calendar days after completion of Step Three to an impartial arbitrator for resolution, with copy to the

other party. No individual Unit Members may appeal the denial of a grievance to Arbitration.

Selection of the Arbitrator: Grievances appealed to arbitration shall be heard by one of the following arbitrators who will serve on a rotating basis in the following order [five mutually agreed upon arbitrators].

Where possible, arbitration hearings shall be scheduled within sixty (60) calendar days of the appeal to arbitration.

The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.

The decision of the arbitrator shall be final, conclusive and binding upon the Institute, the Union and the Unit Member. 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 to impact the employment terms of non-bargaining unit members. In deference to the Institute's Management Rights, no action taken by the Institute pursuant to its Management Rights shall be subject to the grievance or arbitration procedure unless the action violates an express provision of this Agreement.

The expenses and fees of the arbitration shall be shared equally by the Union and the Institute.

Section 5: Timelines.

- A. Should the responding party fail to respond within the time limitations herein, the grieving party shall have the right to proceed to the next step.
- B. 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.
- C. The parties may agree in writing to extend the timelines at any step of the grievance procedure.
- D. The parties may agree to consolidate multiple grievances into one arbitration hearing.

Section 6: Deadlines. Except for the initial filing of a grievance, which must be filed according to Section 2 above, all time limits for Grievances shall be suspended on days when the Institute is not open for normal university operations (e.g., Institute-observed holidays, Saturdays or Sundays). This shall not prohibit the parties from proceeding with the formal procedures of this Article during these times by mutual consent. If the last day of a deadline in this Article is a Saturday, Sunday, Institute-observed holiday, the period continues to run until the end of the next calendar day that is not a Saturday, Sunday or Institute-observed holiday.

Section 7: Mediation. The parties may mutually agree to engage in grievance mediation in order to resolve cases prior to an arbitration hearing. The Union and Institute shall select a mediator from the American Arbitration Association's (AAA) Labor Law Panel in accordance with the AAA's Labor Arbitration Rules and Mediation Procedures. The fees and expenses of the mediator shall be shared equally by the Institute and the Union. Each participant will bear their own attorney's fees and costs. However, if the parties agree to engage in grievance mediation, nothing in this paragraph shall toll the deadlines contained in this article, unless mutually agreed by the parties. If a settlement is reached in grievance mediation, the settlement shall be in writing and signed by the parties. Such agreement shall not be precedent-setting.

13 - Grievance Response Timelines

The parties tentatively agree to the following provision:

January 16, 2025

Caltech Grad Researchers and Postdocs United, UAW
6500 S. Rosemead Blvd.
Pico Rivera, CA 90660

Re: Grievance Response Timelines

Dear CGPU-UAW:

In light of the circumstances surrounding the implementation of this first collective bargaining agreement between the Parties, the deadlines for the Institute to respond (including to hold a meeting in response) (hereinafter, "Response") to any grievance filed under this Agreement (including, without limitation, the: Grievance and Arbitration Article; Prohibition and Procedures Against Discrimination, Unlawful Harassment, and Abusive Conduct Article; and, the Dispute Resolution Section of the Compensation Article) shall be suspended for the first sixty (60) days following the effective date of this Agreement ("Suspension Period"). Upon the Institute's Response to any grievance following the end of the Suspension Period, all deadlines for grievance processing shall proceed according to the applicable Article of this Agreement.

Sincerely,
California Institute of Technology

14 - Health and Safety

Section 1. The Institute, the Union, and Unit Members are committed to maintaining a safe and healthy work environment.

Section 2. With respect to on-campus work and Institute-sponsored off-campus research or teaching assignments, the Institute, the Union and Unit Members will comply with all applicable federal, state, and local laws pertaining to health and safety including all applicable federal and state Occupational Safety and Health Act (OSHA) regulations (including those related to provision of notice and inspections) and the institute's health and safety policies, procedures, and training requirements.

Section 3. No Unit Member will be required to work in conditions that pose an imminent danger to their health and safety.

Section 4. If a Unit Member is aware of a workplace unsafe working condition affecting Unit Members, the Unit Member must report the unsafe condition to their supervisor and the Institute's Office of Environmental Health and Safety for evaluation and appropriate follow-up. No Unit Member shall be subjected to retaliation for reporting in good faith any unsafe working condition.

Section 5. The Institute shall provide Personal Protective Equipment (PPE) and the Unit Members must wear PPE as required pursuant to OSHA or any federal, state, or local laws and/or regulations.

Section 6. The Institute shall provide first aid equipment and training in appropriate locations as required by applicable law. The Union Management Committee may undertake additional initiatives to consider additional steps to enhance the health and safety of Unit Members while performing their assistantship duties, including, without limitation, disseminating information regarding ergonomic workspaces.

Section 7. As applicable to Unit Members, the Institute shall comply with the California Workers' Compensation Law. When the Institute is notified or becomes aware of a qualifying injury, the Institute will inform eligible Unit Members of their rights under this provision.

Section 8. The Union Management Committee will create a health and safety sub-committee which will liaise with other health and safety committees on campus.

Section 9. If a bargaining unit member works temporarily outside of Institute workspaces (e.g., other than local remote home locations, or permanent offsite assignments), prior to the beginning of the assignment the Institute will endeavor to:

- a. Provide bargaining unit members performing field work information relevant to the safe performance of such work reasonably in advance before travel dates.

- b. Make bargaining unit members aware of available resources for health emergencies.

The Unit Member shall endeavor to familiarize themselves with all appropriate and applicable health and safety information related to such work covered by this Section 9

15- Healthcare

A. Healthcare Coverage and Subsidies

1. Graduate Student Unit Members:

- a) Graduate Student Unit Members shall continue to be eligible to enroll in:
 - i. Caltech Student Medical Insurance;
 - ii. Student Dental Insurance; and
 - iii. Student Vision Insurance plans.
- b) Beginning Fall 2025, the Institute shall subsidize:
 - i. The Student Medical Insurance plan premium:
 - 1) For Graduate Student Unit Members, by Ninety Percent (90%)
 - 2) For depends of Graduate Student Unit Members, by Fifty Percent (50%)
 - ii. The Student Dental Insurance plan premium:
 - 1) For Graduate Student Unit Members, by Ninety Percent (90%)
 - 2) For depends of Graduate Student Unit Members, by Fifty Percent (50%)
 - iii. The Student Vision Insurance plan premium:
 - 1) For Graduate Student Unit Members, by Ninety Percent (90%)
 - 2) For depends of Graduate Student Unit Members, by Fifty Percent (50%)
 - iv. The Institute and the Union acknowledge that eligibility for and availability of these benefits plans for Graduate Student Unit Members is not related to service as a Unit Member and is not a term and condition of employment,
 - v. Graduate Student Unit Members are eligible for benefits under this Section A(1) so long as they do not waive coverage, or are not covered fully by other insurance.

2. Postdoctoral Scholar Unit Members:

- a) Postdoctoral Scholar Unit Members shall continue to be eligible to enroll in the following Caltech staff benefits:
 - i. Medical Insurance;
 - ii. Dental Insurance;
 - iii. Vision Insurance;
 - iv. Basic Life;

- v. Supplemental Life;
 - vi. Personal Accident;
 - vii. Long Term Disability;
 - viii. Employee Assistance Program;
 - ix. Business Travel, Accident, & MER Coverage;
 - x. International SOS Medical Assistance Coverage; and
 - xi. Dependent Coverage for applicable policies, upon meeting specific required enrollment and certification conditions.
- b) The Institute shall, in its discretion, continue to subsidize the Medical Insurance, Dental Insurance and Vision Insurance premiums for eligible Postdoctoral Scholar Unit Members and their dependents at subsidy rates set by the Institute.
- c) The Institute shall, in its discretion, continue providing, at no cost, the following benefits to eligible Postdoctoral Scholar Unit Members: Basic Life; Long Term Disability (basic coverage); Employee Assistance Program; Business Travel, Accident & MER Coverage; International SOS Medical Assistance Coverage.

B. Benefits Administration and Coverage

1. All benefits provided by this Article are subject to the provisions of the applicable insurance policy or plan.
2. As applicable and appropriate, the Institute will work in good faith with insurance carriers to assist with the carriers' timely processing of Unit Members' prior authorizations and claims per the insurance carrier policies. The Parties acknowledge that the Institute does not control and is not responsible for the processing, timeliness or outcome by third party insurance companies and/or other vendors.
3. For the benefits under this Article, the Institute has the right to modify such benefits provided that such benefits are substantially equivalent to those provided to, as applicable: (a) other similarly situated students (for Graduate Student Unit Members), or: (b) other staff members (for Postdoctoral Scholar Unit Members).
4. As permitted by applicable law, the Institute, through its medical insurance plans identified in Section A above, provides coverages for gender-affirming care, abortion care, mental health care, and access to specialty prescriptions. The Institute shall make best efforts ensure that such existing coverage continues consistent with applicable law.

C. Health Committee

1. The Union may propose to the Graduate Student Council one (1) Graduate Student Unit Member, and one (1) alternate, to participate not he Institute's Health Committee of the Faculty Board, who shall collectively serve as the sole Graduate Student representative on that Institute Health Committee
2. Postdoctoral Scholar Benefits: The Institute shall convene one (1) meeting, via videoconference (e.g., Zoom) or in person at its discretion, per calendar year, at which the Institute shall present information concerning benefits, including without limitation medical, dental and vision benefits, available to Postdoctoral Scholar Unit Members.

16 - Holidays

1. Unit Members shall receive the following days as holidays with pay or without reduction of stipend, consistent with Institute policy, as applicable:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - President's Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day as Thanksgiving
 - Christmas Day
2. Floating Holidays: Unit Members shall also receive two floating holidays per calendar year with pay or without reduction of stipend, as applicable. Floating holidays shall be scheduled at the sole discretion of the Institute. Unit members shall be subject to the same designation of floating holidays as for Institute employees.
3. Special Release Days: At its discretion, and subject to applicable law and funding requirements, the Institute retains the discretion to designate any additional days as "Special Release Days" as paid time off. Unit members shall be subject to the same designation of Special Release Days as for Institute employees.
4. Personal Holiday: Each Unit Member receives one (1) paid personal holiday day every calendar year. The personal holiday is intended for use by eligible employees for personal reasons such as religious observances, birthdays, and so forth. Use of a personal holiday must be approved by the Unit Member's supervisor. Unit Members shall make an advance written request to their supervisor as early as possible, so that there is sufficient time to consider the request, and where approved, make appropriate work arrangements for their absence. Such requests shall not be unreasonably denied. As a condition of using a personal holiday, Unit Members shall record and/or track their personal holiday time use consistent with requirements set by their Division, in its discretion.
5. When operational needs require, a supervisor may schedule Unit Members to work on Institute holidays. In such instance(s), Unit Members shall receive an alternate day off, as approved by the Unit Member's supervisor, for each holiday worked. Such requests shall not be unreasonably denied.

17 - Housekeeping

The Parties agree that there may exist minor non-material issues in the parties Tentative Agreements and any draft Collective Bargaining Agreement ("CBA") (e.g., non-sequential numbering, typographical errors, references to incorrect provisions, standardizing definitions etc.) that need to be revised prior to finalizing the CBA. The Parties agree that such edits can be made even after the ratification of any CBA subject to approval by both Parties.

18 - Job Expectations & Scheduling of Work

1. The Institute maintains the right to set academic expectations and define degree requirements. Unit Members are engaged in an academic enterprise that spans their bargaining unit work and their academic development. Time spent by any Unit Member on their academic efforts unrelated to the work expectations of their appointment is not subject to this Agreement. For Graduate Student Unit Members, some of their duties may be in satisfaction of their degree requirements or other obligations to progress through their degree program. The Union acknowledges that this Agreement should not in any way be construed as imposing a limit on the amount or type of academic effort necessary for a student to make satisfactory progress towards their degree.
2. The Institute shall, where applicable, set reasonable work hours, schedules, and expectations for Unit Members' assigned work duties commensurate with their appointments. Such expectations shall not be construed to limit academic requirements.
3. Work assignments will generally involve research and/or teaching duties, as appropriate, but may involve administrative or service tasks that assist in the overall academic or research endeavor. For example, Unit Members may be required to perform the following services, including: running recitation sections; holding office hours; grading; producing solution sets; guest lecturing; assisting students in courses; contributing to lab or group research infrastructure, including assisting with grant and paper preparation, writing or reporting; developing, documenting or maintaining hardware, software, or other equipment; documenting protocols and recordkeeping; mentoring and recruitment (including for summer undergraduate students, graduate rotation students and new group members); research tasks or meeting project milestones and compliance obligations associated with sponsored research agreements; group safety responsibilities (including maintaining clean, well-ordered workspaces), and; other similar responsibilities.
4. The Union acknowledges that the specific hours worked each week may fluctuate for Unit Members. Regardless, Unit Members will be reasonably informed of the approximate hours they are expected to work per week. A Graduate Student Unit Member's workload, for the purpose of calculating approximate hours of work per week, does not include the Graduate Student Unit Member's obligations that are required as part of their academic degree program (e.g., classes, coursework, research related to a Unit Member's academic development/progress, academic manuscript preparation and literature review, preparation for qualifying and candidacy examination, academic group meetings, thesis development, dissertation writing and defense) or which are primarily attributable to their role as a student in their field of study (e.g., department functions or academic conferences).

5. The Parties agree that, given the requirements of certain research, specific hours of work, including during which time of day work must take place, may vary widely based upon the needs of the research project. Work schedules shall be related to the research needs of the project, with the emphasis placed on meeting the responsibilities assigned to the position, making progress toward the project's goals, and demonstrating research and creative capabilities, rather than on working a specified number of hours or a specific shift every day.
6. Departments and supervisors shall make best efforts to schedule mandatory work events or meetings during standard business hours (e.g., M-F 9am-6:00pm). This provision shall not be construed to prevent the Institute from, for example: scheduling classes, labs, research activities, special scientific opportunities or recitation sections outside of standard business hours, nor prevent Unit Members from engaging in required academic work outside of standard business hours. Unit Members will similarly not expect supervisors and other Institute personnel to perform administrative efforts on the Unit Members' behalf outside of standard business hours. Supervisors and/or the Institute shall consider in good faith reasonable requests by bargaining unit members for flexibility and adjustments to unusual, irregular, and/or non-standard working hours.
7. The Institute will inform Unit Members of any temporary or permanent changes in their work scheduling as soon as is practicable. For permanent changes and/or changes lasting longer than a month, reasonable notice shall be provided in writing in advance of the change becoming effective. The parties understand that the Institute may not be able to meet the notice requirements included in this provision in unexpected or unanticipated situations (e.g., if a schedule change is required as a result of an emergency medical leave or other absence, natural disaster, etc.).
8. The Institute and the Union recognize that it is in the best interest of the parties to engage in productive, satisfying, and high-quality work, and to enable bargaining unit members to participate in the academic life of the Institute and their Divisions/Options (e.g., courses, seminars, research groups, and other programs). Bargaining unit members may meet with and discuss with their Supervisor or other Institute-designee any issues related to their work, namely, the status of and/or changes to work assignments, workloads, expectations, scheduling, hours, and/or technology and equipment required by the Institute to perform bargaining unit work. Bargaining unit members are encouraged to discuss and resolve concerns regarding the items described in this Section informally.

19 - Leaves

Preamble: In addition to vacations and sick leave addressed in the Agreement's Vacation and Sick Days Article, which are intended for those specific purposes, namely respites from work, the Parties agree it is important to provide for additional leaves to address other life events

A. Paid Absences

1. **Parental Support and Relief (Bonding Leave).** The Institute will provide:
 - a. consistent with the Postdoctoral Scholar's Handbook, Postdoctoral Scholar Unit Members with
 - i. eight (8) weeks of paid pregnancy leave (which shall be available immediately after the start of employment), and;
 - ii. eight (8) weeks of paid parental bonding leave.
 - b. consistent with the Institute's Information for Graduate Students policy, Graduate Student Unit Members with
 - i. six (6) weeks of paid pregnancy leave. Unit Members shall not suffer a loss of pay or benefits while absent pursuant to this paragraph, and;
 - ii. eight (8) weeks of paid parental bonding leave.

Unit Members must provide reasonable notice to their supervisor and the Institute prior to taking Pregnancy or Parental Bonding Leave.

2. Bereavement Absence

Consistent with applicable law, a Unit Member shall be granted five (5) days off in cases of the death of an immediate family member (i.e., as applicable here, a spouse, domestic partner, child, parent~ parents-in-law, grandparent, grandchild, or sibling). Unit Members shall not suffer a loss of pay or benefits while absent pursuant to this paragraph.

3. Jury Duty and Witness Duty

Unit Members suffer no loss of compensation and benefits while performing jury or witness duty consistent with the limitations in Institute Personnel Memoranda No. 27, Section 3.2.

B. Leaves of Absence

1. Medical Leave

- a. All Unit Members shall be eligible to apply for an unpaid paid medical leave of absence from their bargaining unit work for up to twelve (12) weeks. In accordance with applicable law, the use requirements contained in Section

4.1 of the Institute's Personnel Memoranda No. 26 shall apply to the use of this medical leave. The Unit Member shall ensure their supervisor or relevant principal investigator is informed of any dates of approved medical leave. To the extent eligible, Unit Members may apply for state-provided paid benefits programs.

- b. For Graduate Student Unit Members, this Medical Leave Section applies solely to leave from their appointment and bargaining unit work. Nothing herein limits the right of Graduate Student Unit Members to have medical leaves from their academic studies for a period longer than this Medical Leave Section consistent with the Institute's Information for Graduate Students Handbook. Graduate Student Unit Members who are granted an unpaid medical leave shall coordinate with the Graduate Studies Office for all matters related to their academic studies.
- c. Postdoctoral Scholar Unit Members must also be eligible for leave pursuant to the terms set forth in Institute's Personnel Memoranda No. 26.

2. Personal Leaves of Absence

Unit Members may apply to take an unpaid Personal Leave of Absence as follows: (a) for Postdoctoral Scholar Unit Members, consistent with requirements and approval standard of the Institute's Personnel Memoranda No. 25 (unless inconsistent with this Agreement), for up to six (6) months, unless for scientific research leave, which shall be for up to twelve (12) months; or, (b) for, Graduate Student Unit Members, consistent with the requirements and approval standard of the Institute's Information for Graduate Students Handbook, for one year or less, although special circumstances necessitating a longer leave may be considered by the Graduate School. If this leave is taken for the purpose of other research or employment, the Unit Member shall comply with and sign all Institute policies regarding conflict of interest, intellectual property, and other applicable policies. Approval of personal leaves of absence are discretionary and require approval of the Unit Member's supervisor, division chair and vice provost. For Graduate Student Unit Members, a personal leave also requires approval of the Graduate Dean. Approval will be determined based in the sole discretion of the Institute.

3. Involuntary Leaves

If safe for all Parties, Unit Members shall have the right to meet with Institute representatives with a union representative present as soon as practicable when placed on an involuntary leave. The purpose of such meetings will be to discuss the reasons for the involuntary leave, the anticipated length of the leave, if available, and the terms and conditions necessary for reinstatement.

4. Military Leave

The Institute shall comply with any applicable state, federal and other applicable U.S. law governing military service and leaves.

5. **Union Leave:** The Institute shall not unreasonably deny a request by a Unit Member to use a Personal Leave of Absence for union purposes.

6. **International Unit Members on Leave.** Prior to the approval of any leave, Unit Members who seek to remain in the U.S. while on leave must follow the Institute's procedure for requesting and securing approval for a leave, including (s applicable) the requirement that they engage with the International Student Programs (ISP) or the International Scholar Services (ISS) as to their status.

7. Miscellaneous

- a. A Unit Member may arrange to start in an open positions while on a leave of absence provided that their expected return date precedes the start date of the applicable position. The Institute may rescind an appointment if a Unit Member fails to return from leave on or before the start date of any appointment they have been awarded or they can no longer perform the essential functions of the job.
- b. Consistent with applicable law and Institute policies, Unit Members on a medical leave under this Article (i.e., for up to a maximum of 12 weeks), who received medical insurance as provided for in this Agreement prior to taking such leave, will be eligible to continue to receive medical insurance, consistent with plan rules, and contribution rates as included in this Agreement, through the end of their medical leave under this Article. To ensure that Unit Members receive the most appropriate medical care to manage the conditions that precipitated the medical leave, Unit Members may not access Student Wellness Services during their medical leave.

C. Reinstatement After Leave

1. Upon requesting and being approved for leave under this Article, consistent with applicable law and Institute policy, the Unit Member shall be notified regarding requirements for returning from leave and the Unit Member shall timely and appropriately comply.
2. Failure to return to work when the original, extended or other approved leave expires may be considered willful abandonment of teaching or research assignments and may be addressed consistent with the Discipline and Discharge Article in this Agreement.
3. Upon returning from an approved leave, the Institute shall make best efforts to restore a Unit Member to an appointment, consistent with applicable law and Institute policy.

4. No Unit Member shall be discriminated or retaliated against in their employment for taking a legally protected leave under this Article consistent with applicable law and Institute policy.

20 - Management & Academic Rights

Section 1. Except for any topic that has been expressly modified or restricted by a specific provision of this Agreement, all management functions, rights, and prerogatives, including the rights the Institute possessed before the selection of the Union as the exclusive bargaining representative, are retained and vested exclusively in the Institute and may be exercised by the Institute at its sole discretion (hereafter, "management rights"). Such management functions, rights, and prerogatives include, but are not limited to, the right:

- A. to determine, establish, direct, manage and control the Institute's mission, objectives, priorities, organizational structure, programs, services, activities, operations, investments, finances and resources;
- B. to recruit, appoint and transfer Unit Members and to determine and modify the size and composition of the work force;
- C. to determine or modify the qualifications, assignments and responsibilities of Unit Members;
- D. to direct, assign, schedule and otherwise supervise Unit Members;
- E. to train Unit Members subject to any limitations in this Agreement;
- F. to establish new job classifications within the unit;
- G. to establish and modify standards of conduct and to discipline or discharge Unit Members for just cause subject to any limitations in this Agreement;
- H. to establish and modify the processes and criteria by which Unit Members will be evaluated in their work performance;
- I. to establish, modify and enforce rules, regulations and policies;
- J. to alter, extend, or discontinue existing equipment, facilities, and location(s) of operations;
- K. to determine the academic calendar each year, including holidays and holiday scheduling;
- L. to determine class and section size;
- M. to assign work locations;
- N. to subcontract all or any portion of any operations;
- O. to take such action as is necessary to maintain the Institute's efficiency and effectiveness, including determining the means, methods, personnel, budgetary and financial procedures by which the Institute's programs, services, and operations are to be conducted;
- P. to hire or reassign instructional, research or other work to lecturers, instructors, tenured and/or tenure-track faculty, post-doctoral employees, or other similar Classifications;
- Q. to determine and modify tuition and fees for all programs in which Unit Members are based and all matters affecting financial aid;
- R. to determine health and safety standards;
- S. to determine and modify policies and financial costs and charges associated with Institute housing;

- T. to determine and modify what benefits will be offered to students, including health, dental, vision and other medical insurance and prescription drug policies, and to determine the student costs for such coverage;
- U. to select all insurance carriers and to change carriers from time to time;

Section 2. The collective bargaining agreement solely regulates the wages, hours, and terms and conditions of employment for Unit Members, pursuant to the NLRA. Other questions of academic judgment and decision-making shall remain in the Institute's sole discretion and over which the Institute has no obligation to bargain (hereafter, "academic rights"). These include, but are not limited to, judgments and decisions regarding all matters affecting:

- A. all matters relating to faculty hiring, promotion and tenure;
- B. student admissions and appointments, cohort sizes, admission standards, student matriculation;
- C. academic standards, and Unit Members' progress as students, including but not limited to the completion of degree requirements, graduation standards, and determinations as to students' academic progress;
- D. who is taught, what is taught, how it is taught, when and where the teaching takes place, and who does the teaching;
- E. research methodology and materials;
- F. grants including application, selection, funding, administration, usage, accountability and termination;
- G. the creation, elimination or modification of courses and curriculum;
- H. instructional methods;
- I. the content of courses, instructional materials, the nature and form of assignments required including examinations and other work;
- J. grading policies and practices, including assessment of student work and grades;
- K. all other academic policies, procedures, rules and regulations in regard to Unit Members' status as students, including, but not limited to, all questions of academic standing, intellectual and research integrity, and any matter relating to academic progress in an Institute educational program.

Nothing in this Section 2 conflicts with the Appointments and/or Discipline and Discharge Articles in this Agreement.

Section 3. Any exercise of management rights shall be consistent with the terms and conditions of this Agreement. No action taken by the Institute with respect to a management or academic right shall be subject to the Grievance and Arbitration Procedures unless the exercise of such right violated an expressly written provision of this Agreement.

Section 4. The above enumeration of management and academic rights is not exhaustive and does not exclude other management or academic rights not specified above. The Institute, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude the Institute from exercising the same in some other way.

21 - No Strike – No Lockout

Section 1. No Strike. The parties agree that during the term of this Agreement, or any written extension of this Agreement, neither the Union (including any agents of the Union), nor any Unit Member, will cause, threaten, authorize, or participate, directly or indirectly, in any strike, walk-out, work stoppage, work slowdown, sickout, picketing, refusal to cross a picket line or concerted fail or refuse to perform assigned work, or any other type of job action or economic pressure or disruptive activity of any kind, whether through a sit-down strike; stay-in strike; sympathy strike; unfair labor practice strike (unless otherwise provided for under the National Labor Relations Act); general strike; or, any other kind of strike, (hereinafter "Strike").

Section 2. Personal Actions on Non-Work Time. Nothing contained in this Article shall prohibit Unit Members from engaging in individual actions exercising their First Amendment rights (including under the Parties' Freedom of Speech and Expression Side Letter) on personal time that do not affect the performance of their duties under this Agreement.

Section 3. Penalty. Violations of this Article may be grounds for discipline, up to and including suspension or discharge.

Section 4. Union's Responsibility in Case of Violation. In the event that any Unit Member violates the prohibitions identified in Section 1 of this Article, the Union shall immediately inform such Unit Member through all reasonable means that such action is prohibited under this Agreement and that such Unit Member should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Unit Member and the Institute a written notice, signed by an officer of the Union, stating that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the Institute that there has been a violation of this Article.

Section 5. No Lockout. The Institute agrees that there shall be no lockout during the term of this Agreement or any written extension thereof (hereinafter, "Lockout").

Section 6. Expedited Arbitration. Any party alleging a violation of this Article may utilize the expedited procedure set forth below:

- a. If after Section 4 of this Article is effectuated and the Strike or Lockout does not cease, a Party may invoke this procedure by going directly to Arbitration (under Section 4 of the Grievance and Arbitration Article of this Agreement).
- b. The Arbitration shall be processed in accordance with the Grievance and Arbitration procedures of this Agreement (Section 4 of the Grievance and Arbitration Article). The Arbitrator shall be appointed pursuant to Section 4 of the Grievance and Arbitration Article.

- c. The Arbitrator shall thereupon, after notice as to time and place to the parties, hold a hearing within seventy-two (72) hours of receipt of the notice invoking the procedure if it is contended that the violation still exists. The hearing will not, however, be scheduled earlier than thirty-six (36) hours after the party invoking this expedited process has notified the other party of the alleged violation of this Article.
- d. All notices regarding arbitration pursuant to this Article must be provided by electronic- mail and by overnight delivery, to the Arbitrator, the Institute, and Union. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed eight (8) hours duration (no more than four (4) hours being allowed to either side to present their case and conduct their cross examination) unless otherwise agreed. A failure of any party to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.
- e. The sole issue at the arbitration hearing shall be whether a violation of Section 1 or Section 5, both of this Article, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award (an "Award") restraining such violation and serve copies on the Institute and Union. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- f. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of this Award. Notice of the filing of such enforcement proceedings shall be given to the party involved. In any court proceeding to obtain a temporary or preliminary order enforcing the Award as issued under this expedited procedure, the parties waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- g. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Institute and Union to whom they accrue.
- h. The fees and expenses of the Arbitrator shall be equally divided between the Institute and Union.

Section 7. Arbitration of Discharges for Violation. Any Unit Member discharged for violation of Section 1, above, may have recourse to the procedures of the Grievance and Arbitration Article to determine only if the Unit Member did, in fact, violate the provisions of Section I of this Article.

Section 8. Judicial Remedies: The Parties retain any and all legal rights at law or in equity.

22 - Notice to Parties

Unless otherwise identified in this Agreement, any notice to be served on the Institute under this Agreement will be e-mailed to the Institute's [Associate Vice President for Human Resources and Chief Human Resources Officer], or their designee, with a copy delivered by email to the [Office of the General Counsel]. Email deliveries shall be sent to _____ for the Institute's Associate Vice President for Human Resources and Chief Human Resources Officer, and _____ for the Institute's Office of the General Counsel. Unless otherwise identified in this Agreement, any notice or decision required to be served on the Union under this Agreement will be emailed to the local at [IDENTIFY - email address].

23 - Parking and Transit

1. The Union and the Institute agree that sustainability and reduction of carbon footprint is a mutual goal.
2. Unit Members shall be entitled to the Metro U-Pass, E-Pass, transit monthly subsidies (including the Caltech Carpool Program), and parking access and programs as provided to Institute employees and consistent with the Institute's policies.
3. The Institute shall notify the Union as soon as practicable of any modifications to parking policies that affect Unit Members at sites owned and operated by the Institute.
4. The Institute shall maintain safe and reasonable accommodations designated for bike storage consistent with bike storage availability and Institute policies and practices.

24 - Personnel Records

Section 1: The Institute's Personnel Memoranda 12, regarding Employee "Personnel Records," in its present version or as amended in the future, shall apply to all Unit Members, unless in conflict with the terms of this Article. As applicable, Unit Members' Personnel Records shall include:

- Appointment Letter(s);
- Any documentation of discipline or termination;
- Signed conflict of interest and intellectual property forms;
- Evidence of completion of responsible conduct of research training;
- Any other records required by Federal, State and local law.

The Institute shall, in its discretion, identify and notify the Union of the office(s) that maintains records for Graduate Student and Postdoctoral Scholar Unit Members. A Unit Member's academic records shall not be considered a part of their Personnel File.

- a. If a Unit Member disagrees with the information that is contained in the Personnel Records, the Unit Member may submit a written statement commenting upon the disagreed-with record. Such a statement shall be maintained as part of the Personnel Record.
- b. Documentation that is generated as part of the Grievance and Arbitration process will not be part of the Personnel Record.
- c. Any claims regarding Unit Members' Personnel Records, including without limitation those brought under California Labor Code Section 1198.5, Section 432 or other applicable law, are subject to the Agreement's Grievance and Arbitration Article as the sole and exclusive forum for such alleged violations.

25 - Professional Development & Training

Section 1. The Institute shall provide Unit Members with all required training and orientation that it determines necessary to fulfill their assigned duties.

Section 2. The Institute retains the exclusive right to determine the content and delivery of required training and orientation programs and will notify Unit Members of trainings and/or orientation that are required as a part of their appointment as soon as practicable. Attendance at a required training and/or orientation shall be considered part of a Unit Member's workload.

Section 3. Where the Institute has given prior-written approval to attend a specific training the Institute determines is necessary to fulfill assigned duties, the Institute will pay associated fees for the Unit Members to attend the approved work-related training

26 - Prohibition and Procedures Against Discrimination, Unlawful Harassment, and Abusive Conduct

Section 1 (Preamble). The Institute is dedicated to providing a working environment of respect, dignity, equity, inclusion, trust, and support that protects civil and professional discourse and is free from discrimination, mistreatment, abuse, or coercion, and without fear of retaliation. In order to provide such a workplace for Unit Members, the Union, as the Unit Members' exclusive bargaining representative, and the Institute both commit to the good faith implementation of this Article.

Section 2 (Prohibition of Discrimination and Harassment). Neither Party shall (a) engage in abusive conduct, also referred to as bullying, as defined in the Institute's Unlawful Harassment and Abusive Conduct policy that is in effect, or (b) discriminate against or harass (including, without limitation, sexually harass) any Unit Member on account of actual or perceived race (includes hair texture, protective hairstyle, as well as ethnicity), color, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), gender identity and gender expression, age (40 or older), religion (includes religious dress and grooming practices), creed, national origin (includes language use and possession of a driver's license issued to persons unable to prove that their presence in the United States is authorized under federal law), citizenship status, sexual orientation, marital status, reproductive healthcare decision making, domestic violence victim status, genetic information, disability (mental and physical), military or veteran status, union membership or activity, criminal background as required under the Fair Chance Act, ancestry (including caste), medical condition (including HIV/AIDS, genetic characteristics, cancer, or a record or history of cancer), request for family care leave, request for leave for a serious health condition, request for pregnancy disability leave, association with an individual who is in one of the foregoing protected characteristics, or any other legally protected status under federal, state or local law, including without limitation claims made pursuant to Title VII or any other provision of the Civil Rights Act, the Americans with Disabilities Act, Title IX of the Education Amendments of 1972 (Title IX), 42 U.S.C. § 1981, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Fair Employment and Housing Act (FEHA), the California Labor Code, the California Education Code, or any other similar laws, rules, or regulations.

Section 3 (Protection from Retaliation). Neither Party will tolerate any form of retaliation (including, without limitation, intimidation) of any Unit Member because they filed a complaint of discrimination or harassment, or engaged in other protected activity under applicable law, covered under this Article. Retaliation includes, but is not limited to, threats, intimidation, reprisals, coercion, discrimination, harassment or any materially adverse action against a Unit Member because of a Unit Member's engagement in protected activity (e.g., filing, reporting, or participating in a Claim (defined below), or the procedure for adjudicating a Claim) pursuant to applicable law.

Section 4 (Procedures for Dispute Resolution). Any Unit Member with claims alleging unlawful discrimination, harassment and/or retaliation, including under any of the authorities cited in this Article, arising out of events occurring before or after the effective date of this Agreement (collectively, "Claims"), shall be subject to the procedures in this Article as the final, binding, sole and exclusive remedy and forum for such violations. The Parties agree that they will work in good faith to conform these procedures, as appropriate and practicable, to comply with applicable law and enable the expeditious processing of Article X Grievances to resolution.

Step 1 (Filing an Article X Grievance): Unit Members will initiate any Claim under this Article pursuant to the Grievance and Arbitration Article of this Agreement, and specifically designate such Claim as an Article X Grievance to clearly distinguish it from other grievances pursuant to the Grievance and Arbitration Article ("Article X Grievance"). The Parties will develop and specify an agreed upon intake form for filing Article X Grievances (attached hereto as Appendix A). The Unit Member or Union, at their option, may initiate an Article X Grievance at Step Two or Step Three of the Grievance and Arbitration Article by notice in writing by using the agreed- upon Article X Grievance form.

(a) **Mandatory Cross Filing Consistent with Applicable Institute Policies:** All Article X Grievances filed under this Article shall be automatically cross-filed with the Institute's Equity and Title IX Office, which will determine the proper recipient at the Institute of the Claim. In addition to being processed in accordance with this Article, all Article X Grievances shall be processed according to the Institute's applicable policies and procedures (e.g., the Sex- and Gender-Based Misconduct Policy; Nondiscrimination and Equal Employment Opportunity Policy; Unlawful Harassment and Abusive Conduct Policy; Procedures for Complaints of Unlawful Discrimination, Harassment and Retaliation, and; Procedures for Complaints of Sexual Misconduct Under Title IX and the California Education Code) (collectively all applicable Institute policies are referred to as "Discrimination and Harassment Policies and Procedures"). This cross-filing of claims with the Equity and Title IX Office is intended to ensure the Institute's ability to fully comply with applicable laws and regulations. It is the Union and Unit Member's responsibility to ensure that Article X Grievances are appropriately cross-filed.

- i. The Equity and Title IX Office, or the appropriate recipient of the Claim under the Institute's Discrimination and Harassment Policies and Procedures, to the extent practicable and permissible under applicable laws and regulations, shall process any claims concurrently with the steps in this Article. In order to enhance successful resolution of Claims and in rare situations, nothing herein shall limit any right to hold in abeyance the Mandatory Mediation or Arbitration during the pendency of the Institute's processing of a claim under its Discrimination and Harassment Policies and Procedures, including any available appeals.

- ii. Necessary Parties. Given the various individuals in the Institute community not covered by this Agreement that may be covered and/or implicated in Article X Grievances (e.g. undergraduates) ("Non-Parties"), the Institute agrees to offer and facilitate participation in proceedings under this Article for all necessary Non-Parties. At all times, a Non-Parties' participation in the Article X Grievance process will be at the Non-Parties' election.
- iii. Immediate and Supportive Measures: As part of the Grievance Procedure in Step I for a Title IX Claim, or at any stage of proceedings under this Article, supportive measures may be requested by a Unit Member or put in place sua sponte by the Institute.
 - a. Any Unit Member who makes a Title IX Claim under this Article may request to the Title IX Coordinator that supportive measures are put in place pending the resolution of such Article X Grievance. Such measures shall be consistent with Institute Policies and may include counseling, academic accommodations (e.g., extensions of deadlines, course-related adjustments), modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, including in a virtual or electronic environment, leaves of absence, increased security and monitoring of certain areas of campus, referrals to campus and off- campus support resources, and other similar measures.
 - b. In the event the Union and/or Unit Member believes that the supportive measures provided by the Institute are insufficient, the Union and/or Unit Member shall have the right to submit a request within five (5) business days of the denial, in writing, for review to the Associate Vice President for Human Resources and Chief Human Resources Officer, or designee, who shall make their own independent evaluation and recommendation, which shall be final and binding.
- (b) Grievances under Step 1 in this Article must be expeditiously processed, and if not resolved at Step 1, the Parties commit to scheduling mandatory mediation within ninety (90) days of the Claim being filed. This does not apply to Title IX Claims, which go through the processes above.

Step 2 (Mandatory Mediation):

- (a) In the event a Unit Member is not satisfied with the outcome of the processes in Step 1 above, the Unit Member, Union and Institute shall engage in a formal mandatory mediation step. The goal of mandatory mediation is to hear and voluntarily resolve through a facilitated settlement discussion such Claims. For Title IX Claims, this section shall solely apply to Claims against the Institute.

- (b) Selection of Mediator: The Union and the Institute shall use one of the following mediators, who will serve on a rotating basis in the following order, or as the Parties agree otherwise: _____, _____, _____, [three mutually agreed upon mediators]. If none are reasonably available, the Parties shall [three select a mediator from the American Arbitration Association's ("AAA") Employment Law Panel in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures and as may be amended.
- (c) The fees and expenses of the mediator shall be shared equally by the Institute and the Union. Each participant will bear their own attorneys' fees and costs. Such mediators must be attorneys with requisite employment law experience and, if hearing a Title IX claim, appropriate Title IX training as required by Title IX.

Step 3 (Arbitration):

- (a) In the event the Unit Member's Claims are not resolved in mandatory mediation, then the Union, in its exclusive authority on behalf of Unit Members, can at its option and within thirty (30) calendar days after notice of the failure of mediation from the mediator to the Union and Institute, submit directly to arbitration as provided in Section 4 (Arbitration) of the Grievance and Arbitration Article of this Agreement, an arbitration as a final resolution. For Title IX Claims, this section shall solely apply to Claims against the Institute.
- (b) Arbitrators hearing Article X Grievance Claims must be attorneys with requisite employment discrimination law experience and, if hearing Title IX claims, appropriate Title IX training.
- (c) Selection of Arbitrator: Article X Grievance Claims submitted to arbitration shall be heard by one of the following arbitrators who will serve on a rotating basis in the following order, or as the Parties agree otherwise: _____, _____, _____, [three mutually agreed upon arbitrators]. If none are reasonably available, the Parties shall select an arbitrator from the AAA's Employment Law Panel by the Union and the Institute in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures and as may be amended.
- (d) The fees and expenses of the Arbitrator shall be shared equally by the Institute and the Union. Each party will bear their own attorneys' fees and costs.
- (e) Arbitrators are empowered to and shall apply applicable law with respect to timeliness, liability and damages/remedies/fees and costs as it would be applied by the appropriate court/jury having jurisdiction over such claims in rendering decisions on Claims covered by this Article.

Section 5 (Availability of Other Governmental Forums): Nothing herein shall preclude the filing or adjudication of any statutory claim at any time (i) before the Equal Employment Opportunity Commission ("EEOC") or other similar agency whose jurisdiction includes employment discrimination claims; or (ii) before the National Labor Relations Board ("NLRB"). Nor shall a Unit Member be required to submit a claim involving sexual harassment and/or sexual assault to arbitration, but they may elect to do so (see the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act).

27 - Ratification Payment

In light of the circumstances surrounding the implementation of this first collective bargaining agreement between the Parties and on a non-precedential basis, the Parties agree that a one-time ratification payment will be paid to those individuals who are Unit Members at the time notice of ratification of this Agreement is provided to the Institute. After the Union provides the Institute with written notice that its membership has fully and duly ratified this Agreement, each eligible Unit Member shall receive a one-time, lump-sum, ratification payment of Eight Hundred Dollars (\$800), minus all applicable taxes, withholdings and deductions. The ratification payment will be paid within forty-five (45) calendar days after the effective date of this Agreement. For the avoidance of any doubt, any disputes over the ratification payment made to Unit Members, including any disputes over pay arising from or relating to such payments, shall be solely subject to the Compensation Dispute Resolution procedures contained in Section A(5) of the Compensation Article of this Agreement.

28 - Recognition

Section 1: California Institute of Technology recognizes the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, and its Local Union, Caltech Grad Researchers and Postdocs United, as the exclusive bargaining representative for individuals in the bargaining unit (collectively, "Unit Members") certified by the National Labor Relations Board in Case 21-RC-331055. The following two separate bargaining units shall accordingly be defined as follows:

Graduate Student Assistant Unit ("Graduate Student Unit Members")

Included: All graduate students enrolled at Caltech and appointed in teaching-related positions, including Graduate Teaching Assistants, and all graduate students enrolled at Caltech and appointed in research-related positions, including Graduate Research Assistants (regardless of funding sources and those compensated through fellowships and/or training grants).

Excluded: All other employees, postdoctoral scholars, undergraduate students, visiting students, all other students, office clerical employees, managerial employees, professional employees, guards, and supervisors as defined in the Act.

Postdoctoral Scholars Unit ("Postdoctoral Scholar Unit Members")

Included: All postdoctoral scholars employed by Caltech in teaching-related jobs as Postdoctoral Teaching Fellows, and all postdoctoral scholars employed by Caltech in research-related jobs, including as Postdoctoral Scholar Research Associates, and Postdoctoral Scholar Fellowship Trainees subject to the limitations in this Agreement (regardless of funding sources and those compensated through fellowships and/or training grants).

Excluded: All other employees, graduate students, all other students, postdoctoral scholars employed solely by the Jet Propulsion Laboratory who do not have a Caltech appointment, visiting postdoctoral scholars, office clerical employees, managerial employees, professional employees, guards, and supervisors as defined in the Act.

Section 2: With respect to Postdoctoral Scholar Fellowship Trainees, the Parties agree that the Postdoctoral Scholars Unit shall not include any individual who holds a W-2 employee relationship as a Postdoctoral Scholar, or equivalent title, with an organization other than the Institute.

Section 3: For Unit Members that are funded via a fellowship or training grant, in the case of a conflict between the terms of the Unit Member's funder and/or grantor's requirements and this Agreement, the funder and/or grantor's requirements shall apply. Unit Members that are funded via a fellowship or training grant shall also not be eligible for any benefits in this Agreement that they are ineligible for due to the method of payment or policies of the funder and/or grantor. Any disputes regarding decisions made or actions mandated by the funder and/or grantor shall not be subject to this Agreement's Grievance and Arbitration article.

Section 4: The Parties agree that the use of the word "employee" in this Agreement is only in regard to the terms and conditions described within this Agreement and is not intended for use in any other contexts.

29 - Retirement

Unit Members shall have access to Institute-provided Retirement benefits consistent with current Institute plan policies and requirements.

30 - Severability

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall bargain in good faith with respect to any provision found to be in contravention of the law.

31 - Support for International Unit Members

Preamble: The Institute, Union and Unit Members mutually commit to support for international Unit Members. Unit Members acknowledge their responsibility for maintenance of their individual status, and will monitor their status expiration dates and work with the Institute in good faith to ensure they remain in compliance with the requirements for work authorization and appropriate immigration status. Unit Members who invoke leaves under this Article must notify the Institute and comply with Institute policies while on such applicable leave.

1. **Authorization to Work:** If the Institute is not able to continue to lawfully employ a Unit Member as a result of the Unit Member's immigration status, or the Unit Member is required to leave the country due to a loss of immigration status, the Institute shall endeavor to place the Unit Member on an unpaid leave of absence, provided that the Unit Member's immigration status is not due to a violation of Institute policy or applicable law. The Institute will endeavor to hold the position open for up to ninety (90) days when practicable, which can be extended by the Institute in its sole discretion, in order for the Unit Member to obtain work authorization of immigration status that permits them to work as a Unit Member. If the Unit Member is able to obtain work authorization or immigration status that permits them to work as a Unit Member within the time limits under this Section, the Institute shall reinstate the Unit Member as soon as practicable, consistent with Institute policy and applicable law. If the Unit Member cannot obtain work authorization or immigration status within the time limits under this section, the Institute's hiring and appointment (including reappointment or termination) decisions shall not be subject to the grievance and arbitration provisions of this Agreement.
2. **Re-entry:** A Unit Member whose return to the United States is delayed by government actions or requirements will inform their supervisor and the Institute of their status as soon as practicable. After the Unit Member has provided appropriate notice, the Institute shall place the Unit Member on a paid (only pursuant to applicable leaves available under this Agreement) or unpaid leave consistent with Institute policies and applicable law until the Unit Member is able to return to the United States. Any unpaid leave shall be handled in accordance with the Institute's existing policies, as amended. Additionally, a Unit Member whose return to the United States is delayed by government actions or requirements shall also inform the International Offices. The International Offices shall provide applicable, appropriate, and reasonable support, consistent with Institute policy and applicable law, to Unit Members after receiving all required information and/or documentation from the employee and/or government agency.

3. Verification or Reverification of Status:

1. The Institute shall not demand proof of citizenship or immigration status, except as required by applicable law, regulations or Institute policy (including without limitation Institute policies requiring the provision and collection of citizenship, immigration and related documentation necessary to ascertain, issue or maintain the Unit Member's eligibility or status).
2. If I-9 reverification is required by law to maintain a Unit Member's authorization to continue to work at the Institute, the Institute shall provide notice (e.g., by email) to the Unit Member, as soon as is practicable and without undue delay. Unit Members shall respond in a timely manner to Institute requests to provide documentation required for I-9 reverification.
3. I-9 forms and supporting documents, if any, shall be maintained separately from Human Resources files.
4. On an operational/business need to know basis (e.g., by the Institute's offices, vendors or auditors) or as otherwise required by law, the Institute will maintain the privacy of I-9 Forms and other sensitive non-publicly available immigration information.
4. **Social Security No-Match Letters:** The Institute will not take any adverse employment action against a Unit Member solely on the basis of the receipt of a social security no-match letter. The Institute and Unit Member agree to work together in good faith to verify the Unit Member's accurate social security number.
5. **Time Off for Visa Renewal and Immigration Procedures:** Unit Members have the right to request reasonable paid time off, not to exceed seven (7) days total per year, in order to:
 1. attend immigration or citizenship proceedings in a government office based in the U.S. for themselves or their spouse, domestic partner, child, or parent, not to exceed three (3) days per year or;
 2. attend their own U.S. visa applications (including reapplications) abroad, not to exceed seven (7) days per year.

While such requests in (a) and (b) in this Section shall not be unreasonably denied, a Unit Member shall make such requests with as much advance notice as possible, and shall record and/or track the time taken and provide and/or enter such information upon request. The Institute may require proof of visa application (including reapplication) and visa issuance, immigration or citizenship proceeding appointment and/or hearings dates (as applicable), and proof of the family relationship. Unless legally compelled to appear at a fixed date and time, Unit Members shall make best efforts to schedule such

immigration or citizenship proceedings or visa applications (including reapplications) between academic terms, or as otherwise pre-approved by their supervisor (e.g., as applicable, their advisor, Executive Officer, or course instructor so long as not a Unit Member).

Nothing herein shall prohibit Unit Members from using accrued additional paid leave under this Agreement (e.g., vacation leave or personal holidays) in addition to this immigration leave in order to attend immigration or citizenship proceedings in a government office based in the U.S. or to attend to their own U.S. visa applications (including reapplications) abroad covered under this Section.

6. **Translation:** The Institute and Union shall jointly pay for the translation of this Agreement into up to three (3) languages that the Union and the Institute jointly agree to during the course of the Agreement. In the event of ambiguity between a translated version of this Agreement and the English version, the English version shall govern.
7. **OPT/CPT/Academic Training:** For Graduate Student Unit Members, the Institute shall maintain its support for the Curricular Practical Training (CPT), Optional Practical Training (OPT) and Academic Training programs.
8. **Work Requirements:** The Institute and the Union will both comply with all applicable requirements regarding limits on work hours for international Graduate Student Unit Members.
9. **Petition Support:** The Institute shall continue to provide payment, as applicable and to the extent consistent with law, for USCIS filing fees for I-129 petitions (including premium processing, if warranted), and payment for related services (e.g., FedEx or attorneys' fees related to a petition) as appropriate and consistent with the Institute's practices at the time of ratification of this Agreement.
10. **H-1 B Processing and Sponsorship:** H-1B may be an appropriate visa option for certain Postdoctoral Scholar Unit Members. The Institute shall notify supervisors of Postdoctoral Scholar Unit Members that, if they consider H1-B visas for such Unit Members, they shall make such consideration in good faith, consistent with operational needs (including those of the individual lab).
11. **Certain Visa Fee Reimbursement for International Unit Members:** International Unit Members shall be eligible for reimbursement of fees and related reasonable renewal expenses incurred since January 1, 2024, for their SEVIS, and U.S. visa (including reciprocity), CBP, and USCIS applications they pay for personally related to their Caltech appointment. Reimbursements will be capped at five hundred (\$500) per international Unit Member. International Unit Members shall be eligible for such reimbursement once during their total service at the Institute.

Notwithstanding the foregoing, Graduate Student Unit Members who become Postdoctoral Scholar Unit Members shall be eligible for such reimbursement once per their service in each bargaining unit (i.e., twice during their total service at the Institute). Reimbursement shall be issued only after the international Unit Member has submitted appropriate documentation to the Institute. The Institute will review all requests for reimbursement according to standards established by the Institute, in its sole discretion. Such reimbursement shall not be unreasonably denied.

12. **Meetings:** The Union Management Committee, on the request of either Party, shall meet to discuss issues specific to international Unit Members should any rules or laws change impacting bargaining unit members' ability to work in the U.S. regarding immigration status and visas.

13. International Offices, Legal and Tax Support:

1. The Institute, via the International Offices, will make a good faith effort to adequately support all international Unit Members in a timely manner - including processing all paperwork within the Institute's control.
2. The Institute shall make a good faith effort to maintain its support for the principal programs provided by the International Offices in effect at the time of ratification of this Agreement for the duration of the Agreement.
3. While the Institute does not offer legal advice to employees or Unit Members, the International Offices can advise a Unit Member generally on visa issues as they relate to in-unit work at the Institute. The International Offices shall maintain a list of immigration attorneys and agencies for referral. Additionally, the International Offices shall endeavor to invite immigration attorneys to visit campus at least once a year to discuss immigration updates and options for future employment. The E Institute shall endeavor to make reasonable efforts to record any such presentation for additional viewing and/or, at its sole discretion, to make available live streaming of the presentation, provided that the immigration attorneys) consents) to such recording.
4. International Unit Members may access tax workshops through Sprintax, or a similar provider.
5. International Unit Members may reach out to International Offices staff for support with urgent situations during non-business hours by contacting Caltech Security at 626-395-4701. The Institute may, in its sole discretion, amend from time to time its procedures for addressing urgent situations (e.g., changing the phone number or responsible office).

32 - Side Letter - Interpretation/Application of Time off for Visa Renewal and Immigration Procedures

The parties tentatively agree to the following provision:

January 16, 2025

Caltech Grad Researchers and Postdocs United, UAW

6500 S. Rosemead Blvd.

Pico Rivera, CA 90660

Re: Interpretation and Application of Time Off for Visa Renewal and Immigration Procedures

Dear CGPU-UAW:

This letter outlines the Parties' agreed upon mutual interpretation and application of the Time Off for Visa Renewal and Immigration Procedures, Section 5 of the Support for International Unit Members (the "Visa Leave Section").

To resolve the language and intent of this Article, the Parties agree the following shall exclusively control its interpretation and application:

1. *The Union, on its own behalf, and as the exclusive bargaining representative, on behalf of all Unit Members in their individual capacities (collectively, the "Bargaining Unit"), covenants that the Bargaining Unit shall not bring (or permit to be brought, directly or indirectly), any grievance or claim (in arbitration or in a judicial or any other forum), or claim for payment, in whole or in part, alleging an entitlement to more than seven (7) days of paid time off under the Visa Leave Section (hereinafter referenced to as a grievance or claim for "Differential Treatment"). The Bargaining Unit clearly and unmistakably waives with prejudice the right to assert any and all such grievances and/or claims.
2. For the avoidance of doubt, Paragraph 1 encompasses all legal and/or arbitral doctrines and/or rubrics, including without limitation those styled as "better terms and conditions," "past practice," "discrimination," and the like, based upon Differential Treatment under the Article. For the further avoidance of doubt, and as nonexclusive examples: (a) the Bargaining Unit shall not be able to bring a grievance / claim that since one Postdoctoral Scholar was permitted to take ten (10) paid days of time off for visa renewal from a PI, a different member of the Bargaining Unit, who only was entitled to take seven (7) days of paid time off for visa renewal, should also be permitted to take ten (10) days (i.e., six additional days of paid time off for visa renewal); (b) the Bargaining Unit shall not be able to bring a grievance / claim for an alleged entitlement to take or receive more than seven (7) days of paid time off for visa renewal per year.
3. If the Bargaining Unit, directly or indirectly, brings a grievance / claim or other allegation of Differential Treatment in any form or forum, then, the Institute or any factfinder (e.g., an arbitrator or judge), shall mandatorily dismiss and/or deny with prejudice each allegation / grievance / claim.

33 - Travel

1. A Unit Member who has received prior-written approval from their supervisor to travel as part of the Unit Member's work duties, including conferences where appropriate, shall receive direct travel funding or timely reimbursement of expenses. All travel, funding, and reimbursement shall be performed in accordance with Institute and/or the applicable Division travel policy.
2. Bargaining unit members shall be provided insurance during work travel in accordance with the Institute's travel policies.

34 - Tuition and Fee Remission

The parties tentatively agree to the following provision:

October 29, 2024

Caltech Grad Researchers and Postdocs United, UAW
6500 S. Rosemead Blvd.
Pico Rivera, CA 90660

Re: Tuition and Fee Remission

Dear CGPU-UAW:

The parties recognize that the Institute asserts, and does not waive its position, that this Article deals wholly with a permissive and academic subject. Regardless, and subject to the terms of this Agreement and to the extent that PhD students are provided with tuition remission, the Institute agrees, that Graduate Student Unit Members in a PhD program shall not have out of pocket costs for any tuition or mandatory Institute student fees (i.e., as presently titled "Student Fees" by the Institute's Bursar) for the duration of their appointment. Nothing herein shall be interpreted to limit the Institute's right, as part of its Academic Rights, to remove or expel a student from the Institute due to a failure to maintain academic standing and/or academic progress or other reasons under the Institute's academic policies or procedures, in its sole discretion.

Any action taken under this Article shall not be subject to grievance and arbitration under this Agreement. However, nothing herein prevents the Union from grieving the failure to timely remit tuition posted to a Graduate Student Unit Member's bursar account.

Sincerely,
California Institute of Technology

35 - Union Access

1. The Union's stewards, as designated by the Union according to Section j below, and the Union's staff, shall have reasonable access to the Institute's campus and its buildings consistent with the National Labor Relations Act to confer with Unit Members when such a conference is necessary for the Union to administer this agreement. The Institute and any supervisor of bargaining unit members will take no arbitrary or capricious action to limit the access a representative of the Union, including the Union's stewards and staff, has to any bargaining unit member under their supervision, nor to surveil any such conferences which may occur between a bargaining unit member, or workers, and a representative, or representatives, of the Union. Nothing in this Article shall be construed as requiring the Institute to deviate from its security protocols or policies. Under no circumstances shall Union representatives interfere with programs, operations, academics, or the work of Unit Members, the Institute, other Institute employees or students. Union representatives will be required to follow appropriate or applicable Institute policies and procedures while on the Institute's premises.
2. Where the Union representative is not a Unit Member and finds it necessary to enter upon the Institute's premises for purposes covered under this Article, the representative shall advise Human Resources or their respective designees, as the Institute shall identify, at least one (1) business day in advance except in case of emergency. The Union shall provide notice of the location in which they intend to meet in the notice to Human Resources.
3. Notwithstanding the above, union access shall not be permitted in areas of the Institute that are restricted or closed due to their sensitive or confidential nature, or because of safety, health, or privacy concerns (e.g., a lab which is designated as restricted space due to sensitive or dangerous aspects of experiments, etc.).
4. The Institute will provide access to the Union to at least one bulletin board in each Division in a public place for the Union's use. The Union may post materials on such bulletin boards, subject to applicable Institute policies.
5. Bargaining Unit Members may make reasonable use of Campus Mail, their Caltech email account, and their Caltech Zoom account to communicate between and among themselves, with the Union and with the Institute regarding grievances, or other matters relating to the administration of this Agreement.
6. The Institute will provide reasonable access to specific facilities on campus, to be determined by the Institute, for meetings subject to availability, the rules, regulations, and charges applicable to Institute-recognized organizations. Such facilities are listed in Appendix ____.

7. Orientation:

- a. For Graduate Student Unit Members, Union representatives shall be given reasonable time for no more than thirty (30) minutes by the Institute at the annual Fall Quarter orientation for new incoming Graduate Student Unit Members in order to provide information about the Union and this Agreement. Additionally, the Union may request reasonable time at other Institute-wide orientations, if any, that incoming Graduate Student Unit Members are required to attend. The Institute shall not unreasonably deny such requests. The Union's orientation presentation shall not discuss active grievances. Such orientation shall be scheduled for an allotted time slot by the Institute according to its standard scheduling process and at its sole discretion.
 - b. For Postdoctoral Scholar Unit Members, Union representatives shall be given reasonable time for no more than thirty (30) minutes by the Institute at one orientation per calendar year, as identified by the Institute, to speak solely to new Postdoctoral Scholar Unit Members in order to provide information about the Union and this Agreement. Additionally, the Union may request reasonable time for no more than thirty (30) minutes at remote/Zoom orientations at which incoming Postdoctoral Scholar Unit Members are expected. Such orientations shall be solely to address Postdoctoral Scholar Unit Members and provide information about the Union and this Agreement. The Institute shall not unreasonably deny such requests; because of the remote/Zoom nature of the meeting, the Union agrees to provide its materials in advance to facilitate an expeditious presentation. Such orientation shall be scheduled by the Institute according to its standard scheduling process and at its sole discretion.
 - c. The Union shall be allowed to distribute Union materials at such orientations.
 - d. The Institute shall notify the Union of the date for the Graduate Student and Postdoctoral Scholar Unit Member orientations as soon as practicable, but no later than thirty (30) calendar days in advance.
 - e. The Institute shall not schedule meetings requiring the presence of bargaining unit members during time provided to the Union under this Article.
8. The Union may request a list of the names, email addresses (as provided to the Institute), campus addresses, and phone numbers (as provided to the Institute), Graduate Student or Postdoctoral status, and department of all bargaining unit members and those who are anticipated to be part of the bargaining unit at the start of the Fall quarter. The Union may request such a list on or after July 15, and the Institute will provide the list within thirty (30) days after the Union's request. The Institute shall provide updates to this list at the beginning of the Winter and Spring quarters.

9. Following ratification and approval by the parties, the Institute shall prepare a digital version of this Agreement and distribute it to the Union. The Institute shall post a link to the Agreement online.
10. Bargaining unit members elected as stewards and local officers shall be permitted reasonable time for the purposes of bargaining for a successor to this agreement and to investigate, present, process, and support the processing of grievances on campus as long as it does not interfere with any Unit Member's academic or work responsibilities and is done so with prior notice to their direct supervisor.
11. The Union shall submit a current list of Union stewards and officers to the Institute every six (6) months.

36 - Union-Management Committee

1. A joint Graduate Student Union-Management Committee ("Grad Student UMC") shall be established. This committee shall be comprised of: four (4) representatives from Caltech (chosen by Caltech), and four (4) representatives from the Union (chosen by the Union). The parties may decide to permit additional members to serve on the UMC but in all cases the UMC must be composed of an equal number of representatives from the Institute and from the Union unless agreement in writing is given to the contrary.
2. A joint Postdoc Union-Management Committee ("Postdoc UMC") shall be established. This committee shall be comprised of: three (3) representatives from Caltech (chosen by Caltech), and three (3) representatives from the Union (chosen by the Union). The parties may decide to permit additional members to serve on the UMC but in all cases the UMC must be composed of an equal number of representatives from the Institute and from the Union unless agreement in writing is given to the contrary.
3. The UMCs shall be formed to discuss the administration of this Agreement and other related matters. This UMCs shall not discuss active grievances. The parties also agree that such meetings shall not constitute nor be used for the purpose of negotiations, nor modify the language of this Agreement.
4. Both UMCs shall meet quarterly upon mutual agreement (but in no event shall the UMC meet less than twice per year, unless the parties agree otherwise) to discuss administration of this agreement and other related issues that are not the subject of an active grievance. The parties shall use best efforts to set agendas that shall be mutually agreed to at least five (5) business days prior to a UMC meetings. Each UMC may also convene at mutually-agreed times or on an ad hoc basis as needed.

37 - Union Security

A. Membership Status

1. This Article shall only apply to the status of Unit Members covered by this Agreement. This Article will not affect a Graduate Student's status as a student.
2. All Unit Members appointed to a position covered by this Agreement may elect voluntarily whether or not to become a Union member and pay membership dues and fees ("Membership Dues") in accordance with applicable law. A Unit Member who is or becomes a member may voluntarily withdraw from the Union by giving written notice to the Union by certified mail.
3. Any Unit Member appointed to a position covered by this Agreement who does not elect to join the Union shall be required to pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and the representation of Unit Members) ("Agency Fee"). The amount of such Agency Fee shall be established by the Union in accordance with applicable law, but in no event shall such fee exceed full union dues.
4. The Institute will not encourage or discourage Union membership. If a Unit Member asks questions about Union payroll deductions, the Institute will refer the Unit Member to the Union.

B. Dues Security and Authorization

1. Upon notification that a Unit Member has provided a valid authorization, the Union shall have the exclusive right to the deduction and transmittal of Membership Dues or Agency Fees by the Institute on behalf of Unit Members from amounts paid through the Institute to the extent not prohibited by law, regulation or a funder or grantor's requirement. A Unit Member may choose to have their Union Membership Dues, or Agency Fees, deducted from their stipend or wage payments, as applicable, provided they have provided authorization for such deductions and have not revoked the same.
2. The Institute shall bear no responsibility whatsoever for deduction of any additional amounts the Unit Member may owe to the Union from amounts received from funding sources other than the Institute, or if an authorization is revoked by a Unit Member. Specifically, notwithstanding the requirements in this Article, the Institute shall not be obligated to make deductions of any kind from any Unit Member who is funded directly by an outside or external funder or grantor (e.g., the Unit Member receives payments directly from the outside or external funder or grantor and not from the Institute). If a Unit Member is funded directly by an outside or external funder or grantor, the Unit Member shall be obligated to set up a procedure with the Union to remit Member Dues or Agency Fees, unless it is in conflict with the terms of the funder or grantor.
3. The Institute shall not be obligated to make Membership Dues or Agency Fee deductions of any kind from any Unit Member who, during any month involved,

shall have failed to receive sufficient payments after deductions equal to or less than the Membership Dues or Agency Fees deductions.

C. Timing

1. No later than the 10th of each month, the designated financial officer of the Union shall provide the Institute's designee an alphabetical list of all Unit Members, including both their name and Caltech UID, that have returned authorization forms and who have not otherwise revoked any prior authorization. Authorized deductions shall commence for the first full pay period following receipt of the list of Unit Members' authorizations as described in Section C.3. above, provided the written authorization has been provided to the Institute at least thirty (30) days prior to the next scheduled pay period, and shall continue unless affirmatively revoked by the Unit Member. The Institute is not required to make retroactive deductions. The Institute shall transmit a check or other mutually agreed upon method of payment for the amounts so deducted to the Union within thirty (30) business days after the last payday of each month all dues and fees deducted for that month.
2. The Institute shall provide a quarterly list, in alphabetical order, of all those for whom Union membership dues and fees have been delivered, specifying the amount deducted for each. The electronic list shall contain the Unit Members' names, Caltech UIDs, amount of Membership Dues or Agency Fees deducted, and gross earnings. The Union agrees that the information in this list, as with any other information provided pursuant to this Agreement, shall be used solely for contract administration or internal Union administration.
3. The Union is required to notify the Institute if it alleges the Institute has failed to make required payment of monies in this Article within sixty (60) days of discovering the alleged non-payment. The Institute is not responsible for taking action under Section G below against any Unit Member in accordance with this Article for any monies owed the Union which the Union has not notified the Institute of within sixty (60) days of discovering the alleged non-payment.

D. Indemnity

1. It is specifically agreed that the Institute assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the Institute harmless from any claims, actions, proceedings, liability or damages arising out of this Article, including those incurred by the Institute or its agents in complying with this Article, and shall reimburse the Institute for legal expenses incurred in legal defense of any provision of this Article or any action taken by the Institute in complying with it. Once funds are appropriately remitted to the Union, the funds' disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2. The Institute has no duty to reimburse or otherwise be responsible for initiation fees and Membership Dues, or Agency Fees, that the Unit Member is prohibited from paying due to funder or grantor requirements.
3. The Institute shall be relieved from making such authorized Membership Dues or Agency Fee deductions upon (a) termination of an appointment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) a leave of absence; or (e) revocation of the Membership Dues or Agency Fees authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of a Unit Member to work from any of the foregoing enumerated absences in subsection (b) —(d), the Institute will immediately resume the obligation of making said deductions.

E. Fees for Providing Payroll Deductions

The Union shall be responsible for any reasonable initial and ongoing programming and processing costs associated with deducting dues and providing lists referenced in this Article.

F. Refunds

The Union shall refund the Unit Member involved, any Membership Dues or Agency Fees erroneously deducted from the Unit Member's compensation by the Institute and remitted to the Union where the deduction resulted from the Union's error in calculating the amount owed, failing to timely notify the Institute of a revocation, or for any other similar reason - consistent with the Union's Bylaws and Constitution. The Parties will work together in good faith to remedy any errors made in the process contained in this Article.

G. Payment in Lieu of Membership Dues / Agency Fees

1. The Institute will deduct \$250 for each Unit Member who is required to, but who failed to either join the Union or pay an Agency Fee as provided in this Section, provided that (a) the Union has made a written request to the Institute to do so, and (b) the Union can establish that it provided notice to the Unit Member of the failure to join the Union or pay an Agency Fee and an opportunity to correct the deficiency. This amount shall only be deducted once per academic quarter (including summer) that they are in the Unit.
2. On behalf of such an individual, Caltech will transmit the amount collected by the Institute as a philanthropic donation in that individual's name to the Caltech Y, a separate not-for-profit institution.
3. The parties agree that a Unit Member's failure to pay the required dues or Agency Fee will not negatively impact the Unit Member's participation in their appointment, including the Unit Member's continued receipt of financial aid, a stipend, or wages related to an appointment. The indemnification provisions of subsection (D) apply to any liability, damages and/or attorneys' fees incurred as a result of the Union's demand for enforcement of this Section.

38 - Vacation and Sick Days

Section 1: Vacation

The Institute provides vacation to Unit Members so they can take time for rest and relaxation. To this end, the Institute encourages employees to take their full allotment of vacation annually. Therefore:

1. Postdoctoral Scholar Unit Members shall be entitled to take twenty-one (21) days of paid vacation per year. Each year on the anniversary date of their eligibility for vacation, they will be credited with vacation not to exceed twenty-one (21) days per year, and pro-rated if the appointment is for less than one year.
2. Graduate Student Unit Members shall be entitled to take ten (10) days of paid vacation per year.
3. Vacation days must be used in order to be absent from work with pay during any working time covered by a Unit Member's appointment that is not a Holiday or that the Unit Member is not otherwise on any appropriate time off and /or leave under this Agreement.
4. As a condition of using vacation days, Unit Members shall record and/or track their vacation use and shall provide and/or enter such information upon request. Failure to satisfy this requirement may result in denial of subsequent vacation requests and/or payment.
5. Unit Members' vacation days shall be coordinated with and approved by the Unit Member's supervisors). Vacation requests consistent with this Article and Institute policy shall not be unreasonably denied. Unit Members must make best efforts to request use of vacation time off at least thirty (30) days prior to their requested vacation time off.
6. Vacation days for Unit Members serving in a teaching or instructional position shall be taken when classes, lab sessions, discussion sections, or other class related activities are not in session or as otherwise approved by their supervisor (e.g., their course instructor or executive officer, as applicable, so long as not a Unit Member), in their sole discretion.

Section 2: Sick Days

1. Postdoctoral Scholar Unit Members shall be entitled to take fifteen (15) days of sick leave, consistent with the Institute's Postdoctoral Scholars Handbook.
2. Graduate Student Unit Members shall be entitled to take fifteen (15) days of sick leave, also known as "Excused Days", consistent with Institute's Graduate Office Excused from Research policy.

3. Unit Members are responsible for reporting their sick leave absence to their supervisor or designee before the start of their scheduled work or as soon as possible, in the method identified by their supervisor. Unit Members are responsible for recording and/or tracking their sick time taken and shall provide and/or enter such information upon request. In cases where the Unit Member is off work for a period of five (5) or more workdays, a statement from a health care provider will be required.

39 - Side Letter - Interpretation/Application of Vacation and Sick Days

The parties tentatively agree to the following provision:

September 20, 2024
Caltech Grad Researchers and Postdocs United, UAW
6500 S. Rosemead Blvd.
Pico Rivera, CA 90660

Re: Interpretation and Application of Vacation and Sick Days Article

Dear CGPU-UAW:

This letter outlines the Parties' agreed upon mutual interpretation and application of the Vacation and Sick Days Article (the "Article").

First, some necessary background. The Article, inter alia, provides Postdoctoral Scholar Unit Members with twenty-one (21) days of paid vacation per year and fifteen (15) days of sick leave per year; similarly, it, inter alia, provides Graduate Student Unit Members with ten (10) days of paid vacation per year, and fifteen (15) days of sick leave per year (collectively, these vacation and sick days are referred to as "the Allotment").

During 2024's first collective bargaining agreement negotiations, the Union proposed the word "minimum" be inserted before each Allotment. The Union's stated reason for inserting "minimum" is that some principal investigators ("PIs"), on an ad hoc, informal basis, are claimed to have permitted more than twenty-one (21) days of paid vacation to some Postdoctoral Scholars (this practice hereinafter referenced to as "Differential Treatment"); the Union does not want that Differential Treatment to be halted or curtailed by the Article language. Conversely, during negotiations, the Institute proposed using the language in the Postdoctoral Scholars Handbook, including the word "maximum", before each Allotment, to bring Unit Members' Allotments in line with the established Institute policy and practice for non-Unit Member employees.

To resolve the language and intent of this Article, the Parties agree the following shall exclusively control its interpretation and application:

1. The Parties agree that neither "minimum" nor "maximum" shall be utilized in connection with the Allotments in the actual language of the Article.

2. The Union, on its own behalf, and as the exclusive bargaining representative, on behalf of all Unit Members in their individual capacities (collectively, the "Bargaining Unit"), covenants that the Bargaining Unit shall not bring (or permit to be brought, directly or indirectly), any grievance or claim (in arbitration or in a judicial or any other forum), or claim for payment, in whole or in part, alleging Differential Treatment under the Article. The Bargaining Unit clearly and unmistakably waives with prejudice the right to assert any and all such grievances and/or claims. All tentative agreements are conditional upon reaching agreement on an entire collective bargaining agreement as well as ratification by both parties.
3. For the avoidance of doubt, Paragraph 2 encompasses all legal and/or arbitral doctrines and/or rubrics, including without limitation those styled as "better terms and conditions," "past practice," "discrimination," and the like, based upon Differential Treatment under the Article. For the further avoidance of doubt, and as nonexclusive examples: (a) the Bargaining Unit shall not be able to bring a grievance / claim that since one Postdoctoral Scholar was permitted to take twenty-five (25) days of paid vacation from a PI, a different member of the Bargaining Unit, who only was entitled to take twenty-one (21) days of paid vacation, should also be permitted to take twenty-five (25) days of paid vacation (i.e., four additional days of paid vacation); (b) the Bargaining Unit shall not be able to bring a grievance / claim for an alleged entitlement to take or receive more than twenty-one (21) days or ten (10) days, as applicable, of paid vacation per year.
4. If the Bargaining Unit, directly or indirectly, brings a grievance / claim or other allegation of Differential Treatment in any form or forum, then, the Institute or any fact-finder (e.g., an arbitrator or judge), shall: (a) mandatorily dismiss and/or deny with prejudice each allegation / grievance / claim, and; (b) as to Postdoctoral Scholar Unit Members, mandatorily and exclusively, on a going forward across the board basis, interpret the Article by inserting the word "maximum" before each Allotment for all Postdoctoral Scholar Unit Members

Sincerely,
California Institute of Technology

40 - Workspace and Materials

1. Unit Members shall have reasonable access to facilities, equipment, supplies, and materials required to perform their assigned duties.
2. The Institute shall consider reasonable requests for workspace and/or materials not already-provided that are required to perform bargaining unit work and that the Unit Members do not already have in their possession. Such requests shall not be arbitrarily denied.