

**USC COMPLETE AGREEMENT PACKAGE PROPOSAL**

November 26, 2023

USC makes the following proposal for a complete agreement, subject to ratification on or before December 8, 2023:

- USC 11/26/23 Fourth Wage Proposal
- Incorporation of all individually TA'd articles
- All other proposals on either side are withdrawn.
- Effective date of the Agreement shall be the date of ratification.

For USC



11/26/23

For the UAW - 11/26/2023



The block contains several handwritten signatures in black ink, likely belonging to UAW representatives, though they are not clearly legible. The signatures are arranged vertically and include some initials and a date.

# Tentative Agreement

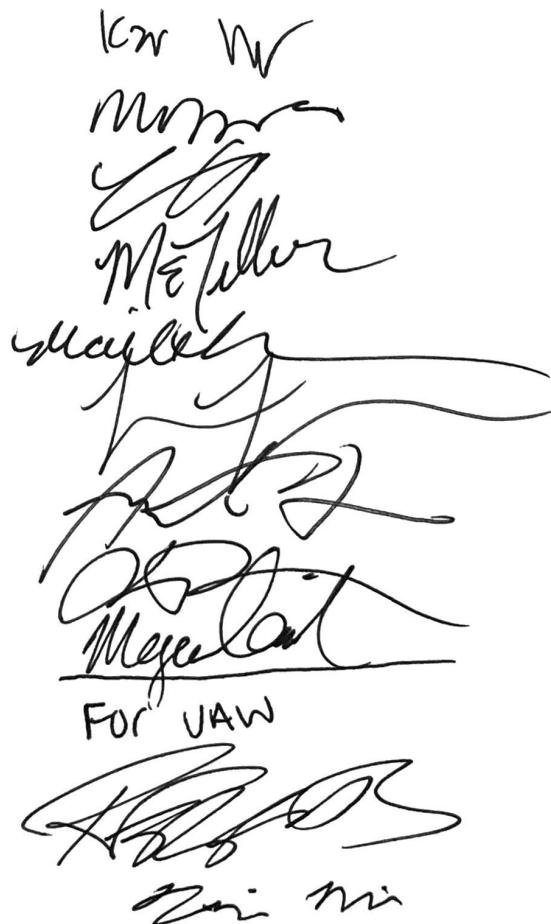
## USC SECOND COUNTER-PROPOSAL TO GSWOC-UAW

April 25, 2023

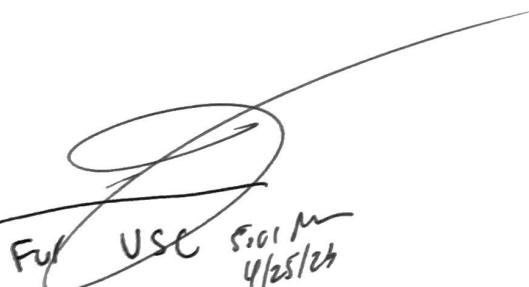
### ARTICLE TBDXX

#### HEALTH AND SAFETY

1. The University and the Union share a commitment to establishing maintaining a healthy and safe work environment and enforcing health and safety standards to ensure protection of the right of bargaining unit members to a safe and healthy workplace consistent with applicable law.
2. The University shall continue to observe, at minimum, all applicable health and safety laws and regulations.
3. The University shall continue to provide training in the safe and proper use of required equipment, along with the provision of necessary personal protective equipment to maintain a healthy and safe workplace.



A vertical stack of handwritten signatures in black ink. From top to bottom, the signatures are: 'Kw W' (likely initials), 'Morgan', 'J. Miller', 'Maguire', 'R. D.', 'O. D. Lat', and 'Meyer Lat'. Below these signatures, the text 'FOR UAW' is written. At the bottom of the stack is a large, stylized signature that appears to be 'R. D. Lat'.



A large, handwritten signature in black ink, which appears to be 'F. USC'. To the right of the signature, there is handwritten text: 'S. 01 M' and '4/25/23'.

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# Tentative Agreement

## USC FIRST PROPOSAL TO UAW

July 13, 2023

### ARTICLE TBD: HOLIDAYS

1. Graduate Student Workers shall observe the academic holiday schedule.
2. If a Graduate Student Worker is not able to observe a holiday due to the obligations of their appointment, the Graduate Student Worker will be provided another day off in lieu of the missed holiday during the same semester with the advance agreement of their designated faculty supervisor, and as needed, the Director of Graduate Studies.

For USC



7/13/23

For the UAW: 7/13/2023



Karen W



Karen W



UAW



UAW



UAW



UAW



UAW

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## **USC SECOND PROPOSAL TO GSWOC-UAW**

June 16, 2023

### **ARTICLE TBD**

#### **APPOINTMENTS**

Section 1: All appointments covered by this Agreement shall be for at least one (1) semester, subject to availability of funding, in accordance with the GSWs Multi-Year Funding Offer. All employment appointments are at the discretion of the employing school, department, or program.

Section 2: The University shall make reasonable efforts to provide an Appointment Letter for each appointment no later than thirty (30) calendar days before the start of the appointment, whenever possible. When it is not possible to provide an Appointment Letter in advance of the start of an appointment, the University shall provide it no later than the start date of the appointment.

Section 3: An Appointment Letter shall include the following information:

- A. Appointment title, and percentage;
- B. Effective dates and duration of the appointment;
- C. Hiring unit and contact;
- D. The general terms of the appointment, including tuition remission, stipend, and/or remuneration for services;
- E. The general scope of anticipated responsibilities of the appointment, including, at the hiring unit's discretion, the estimated weekly hours.

Section 4: The nature and scope of the responsibilities of Graduate Student Worker's appointment will vary by school, program, and department. In making its appointment determinations, the University will consider the preference of the Graduate Student Worker with regard to the nature and scope of an appointment.

Section 5: An individual who is not enrolled as a student for any reason may not hold an appointment, and shall not be subject to any provision of this Agreement Article.

*TA for  
the UAW 6/16*

*TA for UAW*  
  
6/16/23

*Wes Win  
Mark McAllen  
Steve  
Mayra  
Megan Cail  
Kw IW*

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# Tentative Agreement

## ARTICLE XX DISCIPLINE AND DISCHARGE

1. 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; minimum standards and expectations; academic dishonesty; violation of University rules of conduct unrelated to their employment duties; etc.), shall be at the University's sole discretion, and shall not be subject to grievance or arbitration.
2. The discipline or discharge of a Graduate Student Worker that results from conduct that relates to the job performance of the Graduate Student Worker (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 sections, labs, or office hours; failure to grade, failure to perform assigned lab duties, willful abandonment of teaching or research assignments; failure to comply with applicable policies, etc.) shall be only for just cause.
3. For purposes of this Agreement, discharge means termination of an appointment provided for under Article \_\_\_ - Appointments before it would otherwise have ended, but does not include non-appointment or non-reappointment of an individual, or termination resulting from a loss of funding; all such decisions shall be at the University's sole discretion, and shall not be subject to grievance or arbitration. Discipline does not include critical or negative performance evaluations or feedback.
4. Where possible, before a suspension or discharge for reasons described in Section 2, a conference meeting will be held with the Graduate Student Worker and their supervisor. The Graduate Student Worker may request to have Union representation present at the conference meeting.
5. The University will promptly notify the Graduate Student Worker and the Union in writing of the issuance of discipline or any investigative leave.
6. If the Union desires to contest a suspension or discharge, it shall give written notice thereof to the University 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.

For the VAW

6-15-23

KW

BGZ 2

Malone

Mallin

Marini

Meyers

Perkins

TA for USC

6/15/23

**USC PROPOSAL TO GSWOC-UAW**

May 18, 2023

*for the uaw*

**ARTICLE TBD**

**PERSONNEL FILES**

1. The University shall make available personnel files and personnel records to Graduate Student Workers upon written request consistent with its obligations under the California Labor Code.
2. Written requests for personnel files and personnel records should be directed to the University's Human Resources Service Center.
3. If a Graduate Student Worker disagrees with information in their personnel file, the Graduate Student Worker may submit a written statement documenting this disagreement that will be maintained in their personnel file.

The image shows several handwritten signatures and initials in black and blue ink. On the left, there are signatures in black ink: 'McAllister' (with a horizontal line), 'Sara Bly' (with a horizontal line), 'Anita P.' (with a horizontal line), and 'Yvette' (in red ink). In the center, there are more signatures: 'Steve Ma' (with a horizontal line), 'Kw W' (with a horizontal line), 'Mon' (with a horizontal line), and 'J' (with a horizontal line). On the right, there is a signature 'D' with a horizontal line above it, followed by the handwritten note 'for udc' and the date '5/18/23'. At the bottom center, there is a signature 'Wei Wei' and the date '5/18/23'.

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USC → UAW 2:33

Att

## ARTICLE XX

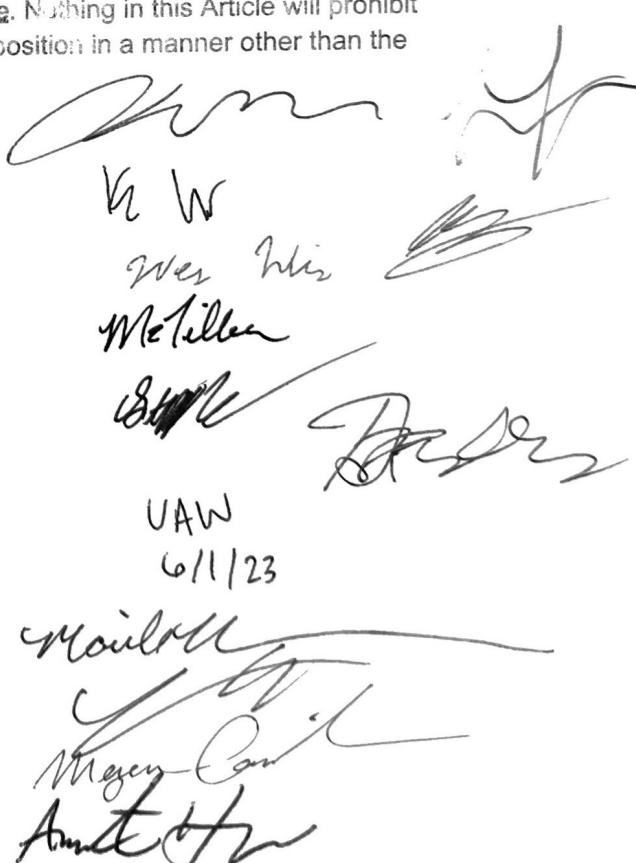
### POSTING

1. The parties recognize that the University has discretion over the qualifications for Graduate Student Worker positions, the methods used to make such hiring decisions, and who is hired as a Graduate Student Worker.
2. The parties also acknowledge that Graduate Student Worker appointments are usually made without posting, including appointments to fulfill a commitment of support made to a Graduate Student Worker, and through departmental or program assignment, in connection with advising relationships with faculty members, and through arrangements made between departments.
3. The University website may be utilized to post positions which are not filled as stated in Section 2 of this Article. Any position posted on the University website will include necessary and legally required information. ~~The University will encourage, but will not require, employing units to post positions on this website.~~ The University encourages employing units to post positions on this website. Nothing in this Article will prohibit a school, department or program from publicizing a position in a manner other than the University website.

T. A.



USC  
6/1/23



KW  
Kris Wils  
McTilley  
S. M. B.  
B. D. S.  
UAW  
6/1/23  
M. M. L.  
J. B. T.  
M. C. C.  
A. H.

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**USC PROPOSAL TO GSWOC-UAW**

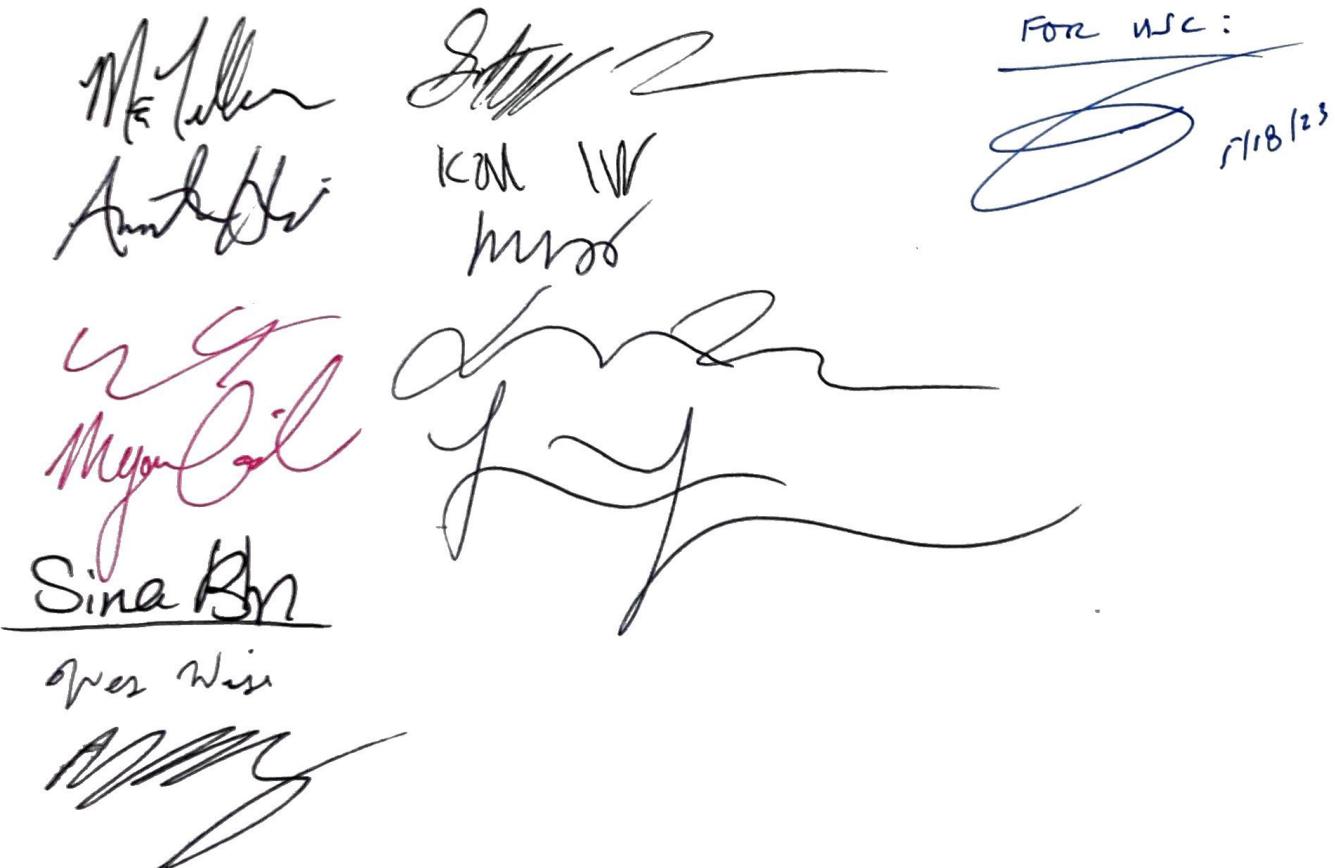
May 18, 2023

**ARTICLE TBD**

**TRAINING**

for the uaw  
5/18/23

1. The University shall provide Graduate Student Workers with all required training and orientation to fulfill their assigned duties.
2. The University retains the exclusive right to determine the content and delivery of required training and orientation programs, and will notify Graduate Student Workers 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 Graduate Student Worker's workload.
3. The University will pay associated fees for Graduate Student Workers to attend work-related training with prior written departmental approval.

  
Michael      Jennifer      Karen W.  
Anita D.      Mrs.  
  
W.G.      J.  
Myron Gil      J.  
Sina Bn      J.  
over Wis  
  
For uaw:  
5/18/23

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**USC PROPOSAL TO GSWOC-UAW**

May 18, 2023

**ARTICLE TBD**

**WORKSPACE SUPPORT**

for the NMC  
5/18/23

Graduate Student Workers shall have access to facilities, equipment, supplies, and materials required to perform their assigned duties.

M. Miller  
A. Andriani  
W. M. D. A.  
M. Galal

Sina Bhor

Wes Wise

M. M. S.  
T. J.

For NMC:  
5/18/23

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## USC SECOND PROPOSAL TO GSWOC-UAW

July 27, 2023

### ARTICLE TBD

#### WORKWEEK

Section 1: The workweek for a Graduate Student Worker to perform the duties assigned for a 50% appointment shall average no more than twenty (20) hours per week over the course of a semester, with the emphasis placed on meeting the responsibilities assigned to the position. The average workweek calculation for an appointment less than 50% shall be adjusted on a pro rata basis.

Section 2: Specific hours worked each week will fluctuate for Graduate Student Workers due to the nature of their work. The work of a Graduate Student Worker will be related to the academic research and teaching endeavors of the University, and may also overlap with the academic work of the student in the degree program.

Section 3: Graduate Student Workers are encouraged to informally resolve any concerns about the hours worked with their Supervisor, and then if necessary, their Department Chair.

Section 4: This Agreement should not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward their degree.

For the VAW, 7/27/2023

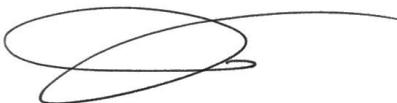
For UDC 7/27/23

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**ARTICLE XX**  
**LABOR-MANAGEMENT MEETINGS**

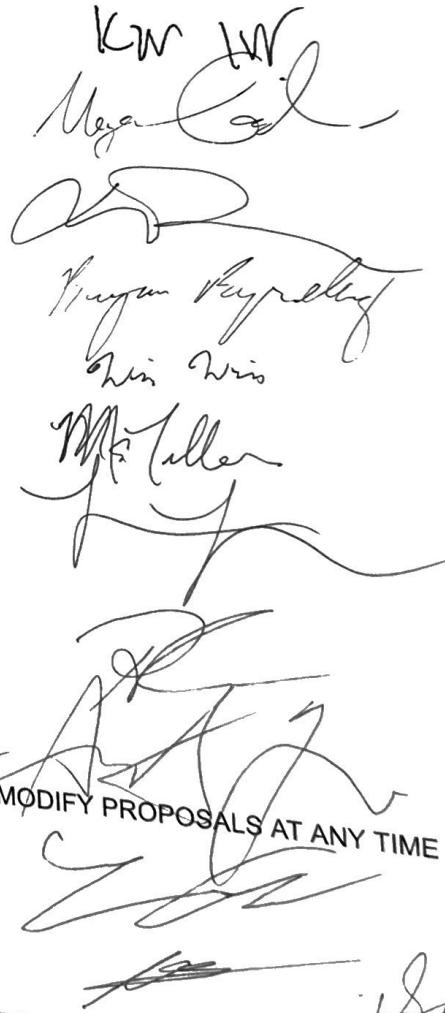
1. A Union-Management Committee consisting of up to five bargaining unit members and five University representatives shall meet up to four times each academic year.
2. The committee shall meet at mutually-agreeable times to review and discuss administration of this Agreement and related issues concerning the employment duties and working conditions of GSWs, and may make recommendations for consideration by the University. These meetings will not be used to discuss active grievances or negotiate subsequent agreements or any modifications or amendments to this Agreement.
3. Each party shall designate its own members. Each party shall designate a person to serve as coordinator to schedule meeting times and locations, draft an agenda, and discuss whether inclusion of additional individuals is necessary or would be helpful to conduct an informed meeting.

TA



For USC - 6/6/23

TA For the UAW:



KW JW  
Megan Col  
DR Bryan Rygert  
Kris Wris  
MF Allen  
JL  
CZ  
ZJS  
JH  
SHT

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## USC SECOND PROPOSAL TO GSWOC-UAW

June 1, 2023

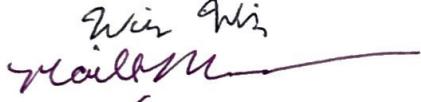
### ARTICLE TBD

#### TRAVEL

A Graduate Student Worker who is required to travel as part of their student employee duties shall be reimbursed **in a timely manner** for reasonable and authorized expenses in accordance with the University and/or Departmental travel policies applicable to other University employees.

For the UAW 6/1/23

T.A.  
For aze  
6/1/23

  
Karen W.  
  
McFallen  
  
Win Wi  
McFallen  
  
  
Meg L.  
  


  
Sina Bahar/aze  




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## **USC SECOND PROPOSAL TO GSWOC-UAW**

July 13, 2023

### **ARTICLE TBD**

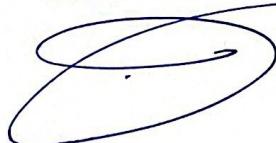
#### **WORK INCURRED INJURY AND ILLNESS**

- a. Graduate Student Workers shall be able to access workers' compensation benefits for a work incurred injury and illness in accordance with the most up to date USC policy and applicable law.
- b. Medical care shall be available consistent with the USC Policy and applicable law.
- c. Modified Duty or Leaves may be available to Graduate Student Workers, and the University will consider any request for modified duty or a leave on a case by case basis, in coordination with its workers' compensation carrier and consistent with applicable law and University policy.
- d. Any disputes concerning eligibility for benefits or the amount or type of benefits provided will be resolved solely through the California Workers' Compensation Appeals Board procedures.
- e. Nothing in this Article waives any rights a Graduate Student Worker may have under other provisions of this Agreement, University policy, or applicable law to reasonable accommodations or leave.
- f. The University will continue to post its workers' compensation policy and information concerning access to benefits on its website.

For the UAW 7/13:

Karen W  
Bryan Sappalone  
Melissa  
Anastasia  
AO  
Rebecca  
JF

For USC - 7/13/23



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Severability  
UAW Proposal 1  
05-18-2023

**ARTICLE XX**  
**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 meet and confer in good faith with respect to any provision found to be in contravention of the law.

For the UAW - 5/18/2023

*F.A.*

*Anthony K. W.  
Miller*

For use:

*D*  
5/18/2023

*Megan Cal*

*David Wiss*

*Mike*

*Steve M.*

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FOR USC

7/27/23

For the UAU, 7/27/2023

## USC FOURTH PROPOSAL TO GSWOC-UAW

July 27, 2023

### ARTICLE TBD

#### GRIEVANCE AND ARBITRATION

A Graduate Student Worker covered by this agreement, the Union, or the University may file a grievance in accordance with the procedure outlined in this Article.

A grievance is a claim by an individual Graduate Student Worker, or a group of impacted Graduate Student Workers, the Union, or the University that this Agreement has been violated. 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 University and the Union agree that Graduate Student Workers are encouraged to engage in informal discussions as soon as practicable with their immediate supervisor (e.g., faculty member, administrator, or Principal Investigator, etc.) or Department Chair to resolve issues before filing a formal grievance. The Graduate Student Worker may include a Union representative in such discussions if they so choose. If the dispute is not mutually resolved, whether or not a discussion is held, the grievance may be presented in writing to the University as set forth in Step Two.
- B. Mutual resolution of the complaint at Step One shall be final, but not precedential nor inconsistent with an express term of 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: 1) the pertinent facts of the claim as clearly and concisely as possible, including the persons involved and date(s) of the alleged violation; 2) the specific provisions of this Agreement alleged to have been violated; 3) the specific relief

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requested; and 4) the date and signature of the Graduate Student Worker or their Union Representative. The written grievance shall be filed with the Graduate School and University Human Resources or their designees/. Unless otherwise mutually agreed, the grievance shall be filed within twenty-one (21) days after the Union or Graduate Student Worker became aware or should have been aware of the event(s) giving rise to the grievance.

- B. Within twenty-one (21) days of the filing of the grievance at Step Two, the parties may conduct a meeting with the grievant and a representative of the Union in an effort to resolve the grievance.
- C. The University shall notify the Union representative of its response in writing within twenty-one (21) days after the meeting is held or after the filing of the grievance at Step Two if no meeting is held, whichever is sooner.

#### 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 HR/Employee Relations TBD of the University, or their designee, within fourteen (14) days of the Step Two response. Within twenty-one days of the receipt of the written appeal, the TBD or their designee shall conduct a meeting with the grievant and the Union representative in an effort to resolve the grievance.
- B. The TBD or their designee shall provide the Union with a written response within twenty-one days of the meeting.
- C. The University may present a grievance initially at Step Three by notice in writing addressed to the Union at its offices. The Union shall respond in writing to the University's grievance within twenty-one (21) days.

#### Section 4: Arbitration

- A. In the event the parties are unable to resolve grievances in the above procedure, the grievance may be appealed by the Union or University within thirty (30) calendar days after completion of Step Three to an impartial arbitrator for resolution, with copy to the other party. No individual Graduate Student Worker may appeal the denial of a grievance to arbitration.
- B. Selection of the Arbitrator: The parties will attempt to agree on an arbitrator. If the parties cannot agree on an arbitrator, the parties will strike names from an agreed-upon panel of at least 15 arbitrators. If during the term of this Agreement, an

arbitrator on the panel becomes permanently unavailable due to retirement or for other reasons, the parties will meet and confer in good faith concerning a replacement arbitrator.

- C. The arbitrator shall render a decision on the grievance in writing within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.
- D. The decision of the arbitrator shall be final, conclusive, and binding upon the University, the Union, and the Graduate Student Worker. 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 University's Academic and Management Rights, no action taken by the University pursuant to its Academic and Management Rights shall be subject to the grievance or arbitration procedure unless the action violates an express provision of this Agreement.
- E. The expenses and fees of the arbitration, including any court reporter, shall be shared equally by the Union and the University. Each side will be responsible for the fees and costs of its own attorneys and witnesses.

#### Section 5: Timelines

- A. Should the non-grieving party fail to respond within the time limitations herein, the grievant and/or Union shall have the right to proceed to the next step.
- B. Failure of the grieving party to timely advance the grievance to the next step of the process precludes any subsequent filing or processing of the grievance and shall constitute ~~an abandonment of the grievance. -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. ~~Unless the parties agree otherwise in writing, only one grievance shall be heard at any one arbitration hearing.~~



KL

# Tentative Agreement

## USC FIRST PROPOSAL TO GSWOC-UAW

July 13, 2023

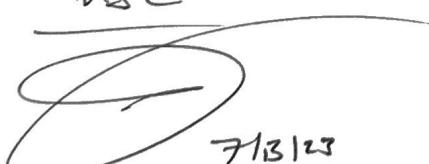
### ARTICLE TBD: REASONABLE ACCOMMODATIONS

#### 1. REASONABLE ACCOMMODATIONS

- a. The University will continue to provide reasonable accommodations to Graduate Student Workers who are disabled or become disabled and need reasonable accommodations to perform the essential functions of their job, consistent with University policy and applicable law. The interactive process will be used to determine what reasonable accommodations may be available, and the effectiveness of any accommodations made.

#### 2. THE INTERACTIVE PROCESS

- a. When a Graduate Student Worker requests a reasonable accommodation for a disability, or agrees to engage in this process at the suggestion of the University, the parties will engage in the interactive process in good faith. Both the University and the Graduate Student Worker are expected to engage in timely communications regarding possible reasonable accommodations and exchange information as needed to evaluate any requested accommodation.
- b. Reasonable accommodations made include, but are not limited to, a temporary alternate position or work adjustment. The University may, but it is not required to, agree to the specific accommodation requested.
- c. Graduate Student Workers may include support people in any interactive process meeting, which could include a union representative.
- d. The University is not obligated to implement any accommodation that would result in an undue hardship to the University.

MSC  
  
7/13/23

UAW  
Anette W. J.  
Miller  
Bryan Sigmeling  
Kaw W.  
Woo R.  
  
Reyes  


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## USC SECOND PROPOSAL TO GSWOC-UAW

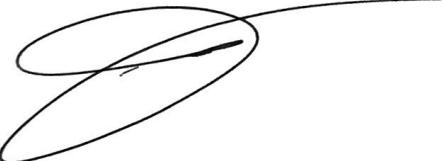
September 18, 2023

### ARTICLE TBD

#### FEE REMISSION

The University will incur, and not charge Graduate Student Workers for, the following mandatory University fees for any semester they are working in the bargaining unit, where applicable:

1. Orientation Fee;
2. Student Health Center Fee;
3. Student Programming Fee;
4. Norman H. Topping Student Aid Fund Fee; and
5. Transportation Fee.

TA  
USC - 9/26/23  


UAW - 9/26/2023  
  
  
  
  
  
  
  


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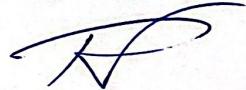
# TENTATIVE AGREEMENT

## USC FOURTH PROPOSAL TO GSWOC-UAW

October 15, 2023

10/15/2023

2:05 PM



### ARTICLE TBD

#### IMMIGRATION

**A. USC Commitment to International Students:** Committed to attracting the best minds from around the world to support its mission of distinguished research and academics, the University's Office of International Services (OIS) provides support for international students and scholars on F-1 or J-1 status as they strive to achieve their educational, professional, and personal objectives.

**B. Office of International Services Support:** Although the University does not provide legal advice to Graduate Student Workers, existing protections such as student confidentiality and the support structures offered through the OIS will remain in place. If a student is out of status, OIS acts as a liaison with Student Exchange Visitor Programs, US Citizenship and Immigration Services and Department of State, to assist with reinstatement of status. OIS also offers and will continue to offer tax workshops for International Graduate Students Workers, at least two times per year.

**C.** Absent express permission by the Graduate Student Worker, the University will not infringe the privacy rights of Graduate Student Workers in connection with any immigration investigation or proceeding. The University will request that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search, or seize the person or property of any Graduate Student Worker while the Graduate Student Worker is working on the University's premises and pursuant to their appointment.

**D.** Graduate Student Workers shall have the right to reasonable time off in order to attend visa and immigration or citizenship proceedings for themselves or their spouse, domestic partner, child, or parent. Such requests shall not be unreasonably denied. The University may require proof of the appointment and/or hearings and proof of the family relationship. A Graduate Student Worker shall make such requests with as much advance notice possible and, if requested, provide supporting documentation of the appointment, hearing, and/or family relationship to the University.

**E. Graduate Student Worker Assistance Fund:** Effective within 90 days of ratification, the University will establish a Graduate Student Worker Assistance Fund to

help Graduate Student Workers with F-1 or J-1 Visas who become out of status while resident in the United States through no fault of their own. Fees or expenses for initial visas are not eligible for reimbursement from the Fund. The University will contribute \$10,000 per Fiscal Year to the Fund, and any amount not used in a fiscal year will roll over to the next year provided that the total Fund will not exceed \$20,000.

Disbursements will be capped at \$1,000 per student, and those funds may be used to cover fees and out of pocket expenses (including legal expenses) incurred to reinstate a J-1 or F-1 visa. The University will review all applications and approve disbursement according to standards established by the University, in consultation with the Union. Applications meeting these standards will not be unreasonably denied.

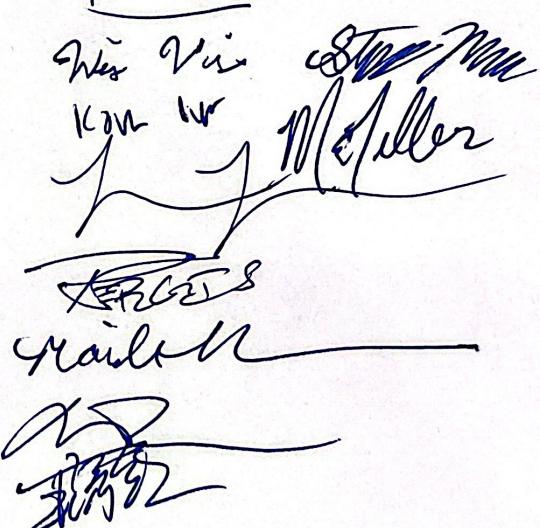
F. If the University is not able to lawfully employ or continue to employ a Graduate Student Worker as a result of the Graduate Student Worker's immigration status, the University agrees to make reasonable efforts to re-employ the Graduate Student Worker, once the Graduate Student Worker has obtained work authorization or the immigration status that lawfully permits them to work as a Graduate Student Worker. The timing and feasibility of re-employment shall depend on several factors, including, but not limited to, the academic calendar, availability of space and funding, and the academic needs of the department, school, program, or principal investigator. Any determination made as to whether an eligible Graduate Student Worker is selected for an available position under this section is not subject to arbitration under Article \_\_\_\_ (Grievance and Arbitration).

G. Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the Union's request, the parties shall use the labor management meeting process in accordance with Article \_\_\_\_ (Labor Management Meetings) to discuss whether any adjustment to this Article is necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the union.

For WJC

  
16/3/22

For UAW

  
Wes Vic  
Kev WR  
McMiller  
SERGE  
Grable  


# Tentative Agreement

10/31/2023

3:49 PM

## USC COUNTER-PROPOSAL TO GSWOC-UAW

OCTOBER 31, 2023

### ARTICLE TBD

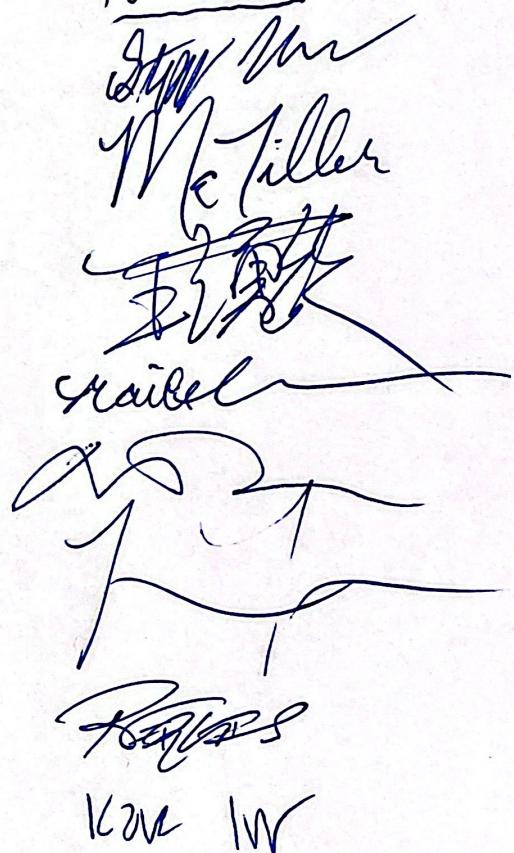
#### TRANSIT

Graduate Student Workers may participate in the University's Student U-Pass program on the same terms as all other eligible graduate students. The University may also change, terminate, or replace this benefit during the term of this Agreement, and if modifications are made, the University will make reasonable efforts to replace this program with a comparable benefit and Graduate Student Workers will remain eligible to participate on the same terms as other graduate students.

For USC

  
10/31/23

For UAW - 10/31/2023

  
Steve Orr  
McTeller  
Scott  
Raibel  
Rogers  
Lowe LW

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AT ANY TIME UNTIL A FINAL AGREEMENT IS REACHED.

# Tentative Agreement

10/31/2023  
3:49 PM

## **USC FIFTH PROPOSAL TO GSWOC-UAW**

October 31, 2023

### **ARTICLE TBD**

#### **UNION ACCESS**

- A. Designated Union representatives who are not Graduate Student Workers shall have reasonable access to and will be admitted to the University's campuses and places of business for transaction of necessary Union business relating to this Agreement on the following basis:
  - 1. The Representative(s) provides reasonable advance notice to the dedicated Human Resources contact, or if they are not available, their designee, before entering any buildings or facilities used for instructional, research or administrative purposes, including without limitation, laboratories and classroom buildings;
  - 2. Normal business and instructional activities are not disrupted;
  - 3. The Representative(s) complies with the University's policies and practices applicable to visitors generally, including restricted laboratory areas; and
  - 4. No more than two Union Representatives may be on the University's campus and places of business at the same time to conduct meetings provided for in this Agreement or for investigation and resolution of grievances.
- B. Within thirty days of the start of each semester, the Union shall provide a list of the names and departments for up to fifteen (15) Graduate Student Workers who are authorized as representatives for the Union, including for purposes of investigation and resolution of grievances.
- C. Upon reasonable written request to the designated University Human Resources contact above, Union representatives shall be given reasonable access to University meeting space to be available to ~~and~~ meet with new Graduate Student Workers adjacent to the main incoming graduate student orientation each year. The Union shall be allowed to distribute Union materials at such voluntary orientation session, which shall not exceed one hour. The Union may also identify and request reasonable access to meeting space for the same purpose at times adjacent to department, school/college, or program orientation sessions for incoming Graduate Student Workers, and the University will not unreasonably deny such requests.
- D. Following ratification and approval of the parties, the University will post a link to the collective bargaining agreement on its website dedicated to Graduate Students.

**USC RESERVES THE RIGHT TO ADD TO, DELETE, ALTER, OR MODIFY PROPOSALS AT ANY TIME UNTIL A FINAL AGREEMENT IS REACHED.**

E. Bargaining Unit List: Within thirty (30) days after the start of each semester including the summer term, to the extent permitted by the Family Educational Rights and Privacy Act (FERPA), the University will provide the Union, at no cost, with the following information:

- i. Graduate Student Worker Name;
- ii. Job title;
- iii. Supervising Department/School;
- iv. Work location, including office if available;
- v. Work phone number and email;
- vi. Job classification; and
- vii. Initial term of enrollment in current graduate degree

F. No Graduate Student Worker shall engage in any Union activities while on working time, including the distribution of literature.

For USC

For UNW - 10/31/2023  
  
  
  
  
  
T. B. C. S.  
10/31/2023

WW

UAW PROPOSAL ONE RE TUITION REMISSION SIDE LETTER

November 7, 2023

USC and the Union will confirm in a side letter the following tuition remission practices will remain in effect for the duration the Agreement:

*PhDs during the term of their Multi-Year Funding Offer.*

Consistent with the term of their MYFO offer, and contingent upon full-time enrollment, good academic standing and timely progress toward the PhD degree, payment of up to 36 units of tuition per academic year to be used for courses counting towards the PhD degree, or for courses approved in advance in writing by their faculty advisor, department chair or program director, and the dean of the school. by a University designee.

*Non-PhD Students during the term of their appointment.*

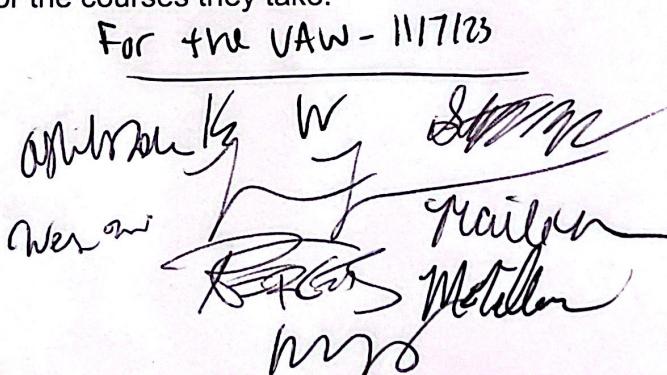
TA, RA and AL appointments include tuition units as follows:

- A 50% TA, RA, or AL appointment includes tuition remission up to 12 units per semester of the appointment and 6 units of tuition remission for the summer following the assignment.
- A 33% TA, RA, or AL appointment includes tuition remission up to 10 units per semester of the appointment and 5 units of tuition remission for the summer following the assignment.
- A 25% TA, RA, or AL appointment includes tuition remission up to 8 units per semester of the appointment and 4 units of tuition remission for the summer following the assignment.

TAs, RAs, and ALs who would like to use remitted tuition units for coursework outside their home program must have the written approval of their faculty advisor, department chair or program director, and the dean of the school. If students do not have prior approval, they may be responsible for covering the cost of these units.

The tuition allowance is non-transferable from semester to semester and will be applied to the student's account in the amount appropriate for the courses they take.

For USC  
11/7/23  


For the UAW - 11/7/23  

 The signatures include: Michael K., W., S., M., Karen, Rajesh, Barbara, McMillan, and M.W.

Child Care Support  
UAW Proposal 3  
10-31-2023

**ARTICLE XX**  
**CHILD CARE SUPPORT**

Beginning in the 2024-2025 Academic Year the University will establish a program under which Graduate Student Workers may apply for a childcare subsidy from the University of up to \$1800 per semester for each child under the age of six. The Fund will be administered by the University, and subject to a maximum annual cap of ~~\$350,000~~ \$400,000.

*Temporary Agreement*

*D*  
for UAW  
11/7/23

*F* For UAW 11/7/23

*T*  
*raileigh*  
*Karen W*  
*M.D.*  
*Stacey*  
*ashley John*  
*McTeller*

UAW RESERVES THE RIGHT TO ADD TO, DELETE, ALTER OR MODIFY PROPOSALS AT ANY TIME  
UNTIL A FINAL AGREEMENT IS REACHED.

## **USC PACKAGE PROPOSAL TO GSWOC-UAW**

November 13, 2023

### **ARTICLE TBD**

### **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.

The Parties further agree: USC withdraws its Past Practice Proposal, and Union withdraws its Past Practice, Maintenance of Benefits and Waiver Proposals.

For USC:  
  
11/13/23

For the UAW 11/13/23  
  
KM W  
  
  
Ashley Lehr  
Anita Brown  


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AT ANY TIME UNTIL A FINAL AGREEMENT IS REACHED.**

4864-1079-5920v.1 0083631-000027

## **USC SECOND SEPARATE PROPOSAL TO GSWOC-UAW**

November 13, 2023

### **ARTICLE TBD**

#### **PARKING**

Graduate Student Workers will remain eligible for student parking permits on the same terms as other students for the term of this Agreement.

The University also currently offers permits for 2 or 3 days a week (partial week permits). While USC Transportation continues to make these permits available, the University will make up to 200 of these partial week permits available each semester for purchase by Graduate Student Workers during their appointment, subject to confirmation of enrollment and appointment. The partial week permits will be made available to Graduate Student Workers for the same cost as they are available to others, and will be available on a first-come, first served basis. Permits will be issued subject to availability in the following campus allotments and at one of the following locations:

UPC (150 campus permits total) - Shrine, Figueroa and Grand  
HSC (50 campus permits total) - Valley and Lot 71

For UAW  
  
11/13/23

For the UAW: 11/13/2023

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AT ANY TIME UNTIL A FINAL AGREEMENT IS REACHED.  
4892-2798-7856v.2 0083631-000027

## **USC PROPOSAL TO GSWOC-UAW**

November 13, 2023

### **ARTICLE TBD**

#### **LEAVES**

##### **A. PARENTAL LEAVE**

1. The University will maintain its current Ph.D. parental leave policy for the duration of the Agreement.
2. The current policy is located at: <http://graduateschool.usc.edu/current-students/guidelines-and-forms/>

##### **B. HEALTH LEAVE**

1. Graduate Student Workers will be eligible for up to a semester of Health Leave, which is administered by Campus Support & Intervention, on the same terms as other students.
2. The current policy is located at: <https://campussupport.usc.edu/students/health-and-wellness/health-leave-of-absence/>.

##### **C. SICK LEAVE**

1. The University shall make available up to five (5) days of sick leave per Academic Year to be used for the student's illness or to care for a family member.
2. The University shall make available up to five (5) days of bereavement leave per Academic Year for the loss of a family member.

*For USC*  
  
u(15)23

*For the UAW : 11/13/2023*  
  
McTeller  
Wei mi  
11/13/2023

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Tentative Agreement - 11/20/2023

## USC THIRD PROPOSAL TO GSWOC-UAW

November 20, 2023

### ARTICLE TBD

#### UNION SECURITY

##### **A. Membership Status.**

1. All Graduate Student Workers 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. A Graduate Student Worker who is or becomes a member may voluntarily withdraw from the Union by giving written notice to the Union by certified mail.
2. Any Graduate Student Workers 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 graduate employees). 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.
  - 1.
  2. The University will not encourage or discourage Union membership. If a Graduate Student Worker asks questions about Union payroll deductions, the University will refer the Graduate Student Worker to the Union.

##### **B. Dues Security and Authorization.**

1. The Union shall have the exclusive right to the deduction and transmittal of union membership dues and fees by the University on behalf of Graduate Student Workers from amounts paid through the University. If a Graduate Student Worker appointed to a position covered by this Agreement elects to join the Union, they may choose to have their Union membership dues and fees deducted from their paychecks provided they have provided authorization for such deductions and have not revoked the same. Such authorization must be made in writing on a form agreed upon by the University and the Union and submitted to the designated financial officer of the Union. The University shall bear no responsibility whatsoever for deduction of any additional amounts the Graduate Student Worker

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may owe to the Union from amounts received from funding sources other than the University, or if an authorization is revoked by a Graduate Student Worker.

2. No later than the 10<sup>th</sup> of each month, the designated financial officer of the Union shall provide the University's designee an alphabetical list of all Graduate Student Workers that have returned authorization forms and who have not otherwise revoked any prior authorization.
3. The designated financial officer of the Union shall also specify the formula for calculating dues and fees and the amount of dues and fees that each Graduate Student Worker who joins the Union must pay. If changes to the formula are made, at least sixty (60) days' advance notice must be provided before the change will be effective.

#### **C. Timing**

1. Authorized deductions shall commence for the first full pay period following receipt of the list of Graduate Student Workers' authorizations as described in Section B.2. above and shall continue unless affirmatively revoked by the Graduate Student Worker. The University is not required to make retroactive deductions.
2. The University shall electronically transmit to the Union within thirty (30) business days after the last payday of each month all dues and fees deducted for that month, together with an alphabetical list 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 Graduate Student Workers' names, student IDs, amount of dues fees deducted, and gross earnings.

#### **D. Fees for Providing Payroll Deductions.**

1. The Union shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with deducting dues and providing lists referenced in this Article.
2. ~~For each monthly remittance to the Union, the University shall charge the Union and deduct from the dues a fee service amount of \$10.00 plus \$0.07 per Graduate Student Worker for whom the University makes dues deductions. The University shall deduct such charges from the dues service amounts it remits to the Union.~~

#### **E. Indemnity.**

1. The University shall assume no financial or other obligations arising from the provisions of this Article except as specifically provided in this Article.

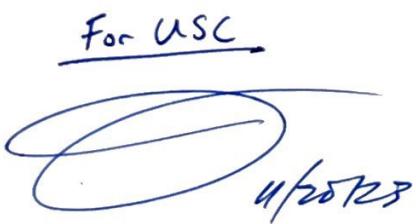
2. The Union shall hold the University harmless from any liability or damages incurred by the University or its agents in complying with this Article and shall reimburse the University for legal expenses incurred in legal defense of any provision of this Article or any action taken by the University in complying with it.

#### F. Refunds

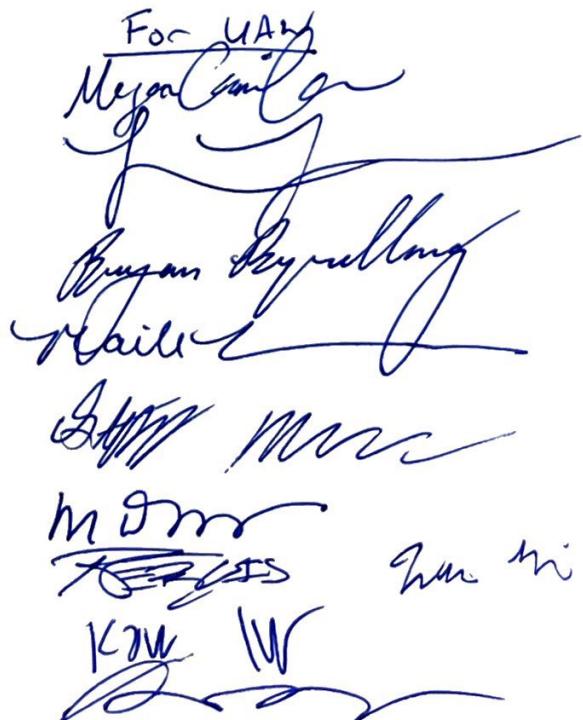
1. The Union shall refund to the University, or to the Graduate Student Worker involved, any Union membership dues or fees erroneously deducted from the Graduate Student Worker's compensation by the University and remitted to the Union where the deduction resulted from the Union's error in calculating the amount owed, failing to timely notify the University of a revocation, or for any other similar reason, consistent with the Union's Bylaws and Constitution.

#### G. Future Appointments

1. Non-payment of union dues or agency fees pursuant to Section A will result in the ending of a Graduate Student Worker's appointment one week early in the second appointment period for which the Graduate Student Worker has not paid dues or fees, with those dates understood to be generally August 16 – December 31; January 1 – May 15; and May 16 - August 15. The affected Graduate Student Workers shall be eligible for a new bargaining unit appointment in a future appointment period, including the appointment period immediately subsequent to the second appointment period referred to above.
2. This article shall only apply to the status of a Graduate Student Worker as covered by this collective bargaining agreement, and not impact their status as a student.

For USC  
  
Dufours

u-.09pm

For UAW  
  
Megan Carlson  
Bryanna Deyrell Long  
Railey  
Lynn Marr  
M. Darr  
Tessie  
Kelli W  
B. M.

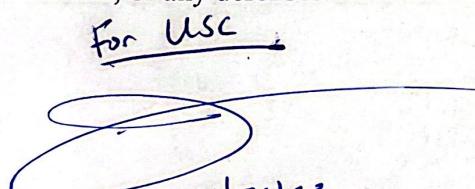
## USC THIRD PROPOSAL TO GSWOC-UAW

November 13, 2023

### ARTICLE TBD

#### NO STRIKE

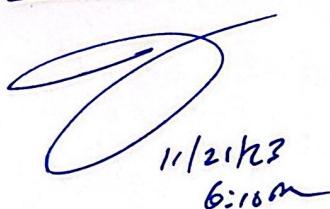
- A. During the term of this Agreement or any extension thereof, the Union, its representatives, agents, and members will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, sympathy strike, work stoppage, sit-down, slowdown, curtailment of work, withholding or delaying of any grades, academic evaluations, or other documents, or other concerted interference with the University's work.
- B. Any unit member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge from their appointment. The factual question of whether the unit member violated this Article is subject to challenge under the Grievance and Arbitration Procedures of this Agreement. ~~However, the University's decision to discipline, suspend or discharge a unit member for such violation shall not be subject to challenge under the Grievance and Arbitration Procedures.~~
- C. In the event that any unit member violates the provisions of Section A, the Union shall immediately inform such unit member(s) through all reasonable means that such action is prohibited under this Agreement and that such unit member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the unit member(s) and the University, and post on its website, a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized, condoned or sanctioned by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article.
- D. Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court of competent jurisdiction in the event of violation of this Article, or any defenses the Union may have to such other relief.

For USC  
  
11/20/23  
7.20 m

Focus - 11/20/2023  
Wm m  
Mrsd  
Mueler  
railed  
JLZ  
DIA

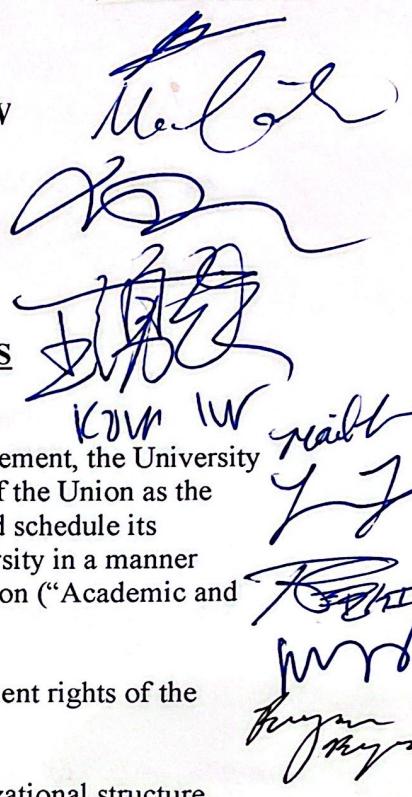
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For USC

  
11/21/23  
6:10 am

11/21/23

For UAW

  
KWR  
JL  
RJF  
MM  
Bryan myself

## USC THIRD PROPOSAL TO GSWOC-UAW

November 13, 2023

### ARTICLE TBD

#### ACADEMIC AND MANAGEMENT RIGHTS

- A. Except as otherwise provided in an express provision of this Agreement, the University retains the exclusive rights that it possessed before the selection of the Union as the exclusive bargaining representative, to direct, control, manage and schedule its operations, and to make any and all decisions affecting the University in a manner consistent with its self-determined educational and research mission ("Academic and Management Rights").
- B. The University and the UAW agree that Academic and Management rights of the University include, but are not limited to, the right to:
  - 1. Establish, plan, direct and control the University's organizational structure, missions, programs, objectives, services, activities, resources and priorities;
  - 2. Establish and administer procedures, rules and regulations, and direct and control University operations, including the subcontracting of all or any portion of any operations;
  - 3. Alter, extend or discontinue existing equipment, facilities, and location of operations;
  - 4. Recruit, hire, appoint, assign, schedule, transfer, train, supervise, or evaluate Graduate Student Workers;
  - 5. Determine or modify the number, qualifications, scheduling, responsibilities and assignments of Graduate Student Workers;
  - 6. Establish, maintain, modify or enforce standards of education, performance, conduct, order and safety, and to establish and revise policies to address violations of these standards;
  - 7. Determine or modify the number, qualifications, scheduling, responsibilities and assignment of Graduate Student Workers;
  - 8. Evaluate, determine the content of evaluations, and determine the frequency, process and criteria by which employee performance is evaluated;
  - 9. Establish, modify and require Graduate Student Workers to observe University rules and regulations;

USC RESERVES THE RIGHT TO ADD TO, DELETE, ALTER OR MODIFY PROPOSALS AT ANY TIME UNTIL A FINAL AGREEMENT IS REACHED.

10. Discipline or dismiss Graduate Student Workers;
  11. Establish or modify the academic calendars, including holidays and holiday scheduling;
  12. Assign work locations;
  13. Schedule hours of work;
  14. Determine in its sole discretion who is taught, what is taught, including curriculum, how such content is taught (including the introduction of new methods of instruction), and who delivers the instruction;
  15. Determine in its sole discretion all matters relating to faculty hiring and tenure, student admissions and appointments, including cohort sizes, admission standards, student matriculation, graduation standards, assessment of student work and grades, and determinations as to students' academic progress;
  16. Establish tuition, fees, and charges of general application;
  17. Determine matters involving financial aid, including, but not limited to, recipients of financial aid and the terms of financial aid consistent with funding and appointment letters;
  18. Decide matters related to research methodology and materials;
  19. Decide matters related to grants including, but not limited to, application, selection, funding, administration, usage, accountability and termination;
  20. Decide whether to create, eliminate, combine, or modify academic, outreach, service and research programs;
  21. Decide matters related to campus housing for Graduate Student Workers covered by this Agreement who apply for or reside in University housing; and
  22. Exercise sole authority on all decisions involving academic matters and academic standards not otherwise stated in this Agreement.
- C. The above enumeration of academic and management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.
- D. No action taken by the University with respect to an academic or management right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this agreement.

# Tentative Agreement

## **USC PROPOSAL TO GSWOC-UAW**

November 21, 2023

### **ARTICLE TBD**

#### **HEALTH BENEFITS**

##### **A. HEALTHCARE COSTS**

- a. Graduate Student Workers will continue to participate in the Student Health Plan on the same terms as other students.
- b. USC will pay the Student Health Center Fee for Graduate Student Workers for any semester they are working in the bargaining unit per the parties' TA concerning Fee Remission.
- c. USC will pay the Student Health Insurance Fee and the Dental Insurance Fee for Graduate Student Workers for any semester they are working in the bargaining unit per the parties' TA concerning Fee Remission.

##### **B. SHORT-TERM HARDSHIP GRANTS**

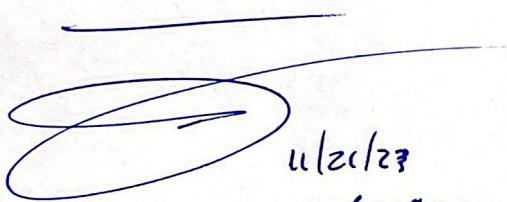
- a. USC will establish a Graduate Student Short-Term Hardship Account funded by USC's general assets, consistent with any applicable IRS regulations, on or before August 1, 2024, with an initial level of \$250,000, and administer disbursements from the Account. Graduate Student Workers with dependents may apply for grants which will be taxable to recipients to help defray costs due to unanticipated emergency or short-term financial hardship, including, but not limited to, medical, dental, and vision expenditures not covered by any other source. Grants will not be part of any employee benefit plan or program and will be subject to a cap of \$2,500 per student per semester, and may not be used for expenses available through another fund or account in this Agreement or made generally available to graduate students. Grants will constitute taxable income (and not benefit plan reimbursements) and recipients shall be solely liable for all taxes due on or in connection with such Grants, but USC shall be authorized to make any tax withholding as determined by USC.
- b. Any unused account balance, up to \$250,000, will roll over to the next Academic Year. If the Account balance is less than \$250,000 at the start of the year after the prior account balance has been rolled over, USC will credit additional funding so that the Account's bookkeeping balance is at least \$250,000 for that Academic Year.

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### C. INPUT CONCERNING HEALTHCARE

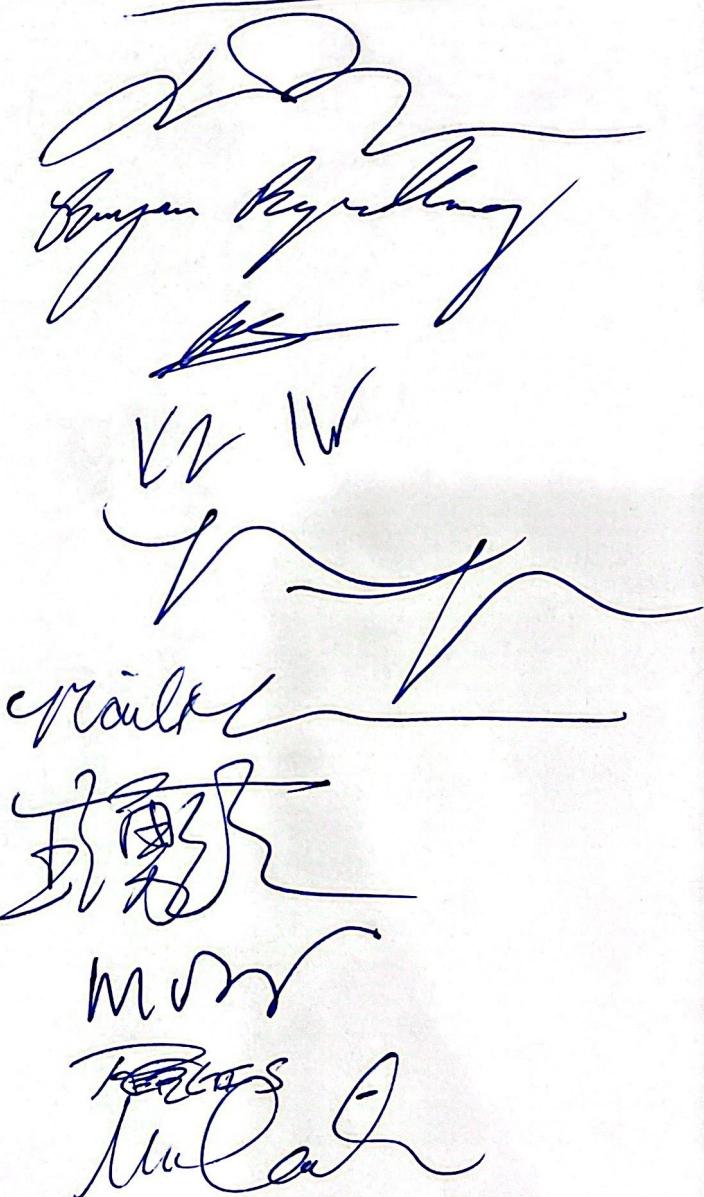
- a. The University agrees to meet with the Union once per semester to respond to questions and receive input concerning the Student Health Plan.
- b. Topics discussed may include, benefits design improvements, areas for potential cost reduction, and benefits orientation content.

For WSC



11/21/23  
6:18 am

For the VAW - 11/21/2023



Bryan Rydell  
VZ IV  
MOM  
Bryce McCall

Tentative Agreement  
11/22/23

## USC SECOND PROPOSAL TO GSWOC-UAW

October 16, 2023

### ARTICLE TBD

### RECOGNITION

The University of Southern California (“USC” or “University”) recognizes the Graduate Student Workers Organizing Committee-UAW (“Union”) as the sole and exclusive collective bargaining representative for Graduate Student Workers in the collective bargaining unit certified by the National Labor Relations Board in Case No. 31-RC-308858.

**INCLUDED:** All graduate students enrolled at USC who are employed by USC as Teaching Assistants and Assistant Lecturers (job codes 032010 and 032014) or employed by USC in research-related jobs as Research Assistants (job code 032012) or internally-funded Fellows in one of USC's STEM disciplines (as reflected in Exhibit A to this Agreement).

**EXCLUDED:** All other employees; all other graduate students enrolled at USC, including fellows in one of USC's Humanities or Social Sciences disciplines (as reflected in Exhibit A); students employed as Student Worker (job code 032025), Student Worker, Research (job code 032024), or Student Worker, Supervisor (job code 032026), who do not also have a concurrent position included in the unit above; and all managers, on-call employees, casual employees, and guards and supervisors as defined by the Act, as amended.

Proposed side letter:

USC and the Union agree that the Certification did not resolve whether graduate students enrolled at USC who perform research-related services and are National Science Foundation (NSF) fellows or are receiving fellowship funding from any other external source are included or excluded from the unit.

The parties may agree to include some or all of these individuals in the unit, or if they do not agree, either party pursue resolution of their inclusion/exclusion with the National Labor Relations Board.

USC

11/22/23  
4:15PM

UAW  
Reid  
DPO RC  
ST M  
Myra KW

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4872-0418-5991v.1 0083631-000027

## EXHIBIT A

<b>STEM</b>	<b>Social Sciences</b>	<b>Humanities</b>
Aerospace Engineering	Anthropology	American Studies and Ethnicity
Applied Mathematics	Architecture	Art History
Astronautical Engineering	Business Administration	Cinema and Media Studies
Biokinesiology	Communication	Cinematic Arts (Critical Studies)
Biology of Aging	Economics	Cinematic Arts (Media Arts and Practice)
Biomedical Engineering	Health Economics	Classics
Biostatistics	Linguistics	Comparative Studies in Literature and Culture (Comparative Literature)
Cancer Biology and Genomics	Linguistics (Specialization in East Asian Linguistics)	Comparative Studies in Literature and Culture (Comparative Media and Culture)
Chemical Engineering	Linguistics (Specialization in Slavic Linguistics)	Comparative Studies in Literature and Culture (French and Francophone Studies)
Chemistry (Chemical Physics)	Political Science and International Relations	Comparative Studies in Literature and Culture (Spanish and Latin American Studies)
Chemistry	Population, Health and Place	East Asian Languages and Cultures
Civil Engineering	Public Policy and Management	English and American Literature
Clinical and Experimental Therapeutics	Social Work	History
Computational Biology and Bioinformatics	Sociology	Historical Musicology
Computer Engineering	Urban Education Policy	Literature and Creative Writing
Computer Science	Urban Planning and Development	Philosophy
Craniofacial Biology		Religion
Development, Stem Cells, and Regenerative Medicine		Slavic Languages and Literatures
Electrical Engineering		
Engineering (Environmental Engineering)		
Epidemiology		
Geological Sciences		
Gerontology		
Industrial and Systems Engineering		
Infectious Diseases, Immunology and Pathogenesis		
Integrative and Evolutionary Biology		
Marine Biology and Biological Oceanography		
Materials Science		
Mathematics		
Mechanical Engineering		

**STEM**

- Medical Biophysics
- Molecular Biology
- Molecular Pharmacology and Toxicology
- Neuroscience
- Occupational Science
- Ocean Sciences
- Petroleum Engineering
- Pharmaceutical Sciences
- Physical Biology
- Physics
- Preventive Medicine (Health Behavior Research)
- Psychology

**Social Sciences**

**Humanities**

# Tentative Agreement

## ARTICLE XX

### NON-DISCRIMINATION IN EMPLOYMENT

#### A. GENERAL PROVISIONS

1. Protected Categories: The University prohibits discrimination on the basis of actual or perceived race, color, ethnicity, religion (including religious dress and grooming practices), creed, sex, age (40 years and over in the employment context), marital status, national origin (including shared ancestry and ethnicity), citizenship status, employment status, income status, shared ancestry and ethnic characteristics, partnership status, medical condition (including cancer and genetic characteristics), pregnancy (including childbirth, breastfeeding, or related medical conditions), disability, political belief or affiliation, domestic violence victim status, military or veteran status, sexual orientation, gender, gender identity, gender expression, genetic information, and any other class of individuals protected from discrimination under federal, state, or local law, regulation, or ordinance in any of the University's educational or otherwise federally-funded programs and activities, and in the employment (including application for employment) and admissions (including application for admission) context, as required by: Title IX of the Education Amendments of 1972 and its implementing regulations, 20 U.S.C. § 1681 et seq.; Title III of the Americans with Disabilities Act of 1990, as amended in 2008; Section 504 of the Rehabilitation Act of 1973; Title VI and VII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Age Discrimination Act of 1967; the California Fair Employment and Housing Act; Section 1557 of the Affordable Care Act, 42 USCA § 18116, and other applicable federal, state, and local laws, regulations, or ordinances that prohibit discrimination, harassment, and/or retaliation.
2. The University prohibits unlawful discrimination or harassment of students, employees and third parties on the basis of any protected characteristic as identified above.
3. The University also prohibits retaliation against any individual for the purpose of interfering with any right or privilege secured by University policy or law, or because the individual makes a good faith report or formal complaint, testifies, assists, participates, or refuses to participate in any manner in an investigation, proceeding, or hearing under the University Policy on Prohibited Discrimination, Harassment, and Retaliation or this Agreement.
4. Workplace Behavior. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that all

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## Non-Discrimination in Employment

UAW Proposal 8

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employees should be free from everyday exchanges—including words and actions—that denigrate or exclude individuals based on their membership in a group or class.

### B. PROHIBITED CONDUCT

In accordance with applicable University policy, prohibited misconduct includes but is not limited to the following:

1. Discrimination
  - a. Disparate Treatment Discrimination
  - b. Disparate Impact Discrimination
2. Hostile Environment Harassment
3. Quid Pro Quo Harassment
4. Title IX Sexual Harassment
5. Sexual Assault
6. Dating Violence
7. Domestic Violence
8. Stalking
9. Other forms of Sexual Misconduct
  - a. Sexual and Gender-Based Harassment
  - b. Nonconsensual Viewing, Recording, and Dissemination
  - c. Exposure
  - d. Other Forms of Dating and Domestic Violence
10. Retaliation
11. Complicity
12. Violation of a University Directive

The University may review and revise its policies during the term of this Agreement, including to ensure consistency and compliance with Title IX and other applicable law.

### C. RESOLUTION PROCEDURES

1. Complaints. The University's Equity, Equal Opportunity, and Title IX Office (EEO-TIX) is responsible for investigating and responding to complaints under this Article on behalf of the University. A Graduate Student Worker may also file a grievance under this Agreement, which will be processed as set forth in section 6 below.

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Non-Discrimination in Employment

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2. Timeline: There is no time limit for raising complaints or concerns under University Policy. The University encourages any concerns or complaints be raised as soon as possible so they can be investigated and addressed appropriately.
3. Investigation: Any complaints will be investigated pursuant to the applicable policies posted on the University website.
4. Interim Measures: When a complaint is filed, the University will implement appropriate interim measures, if any, and the Graduate Student Worker or, if authorized by the GSW to act as an advisor, the Union, may provide input concerning appropriate supportive measures. Measures shall be designed to allow the GSW to continue learning and working in an environment free from discrimination. Supportive measures are non-disciplinary, non-punitive, individualized support services that are offered as appropriate, as reasonably available, and without fee or charge to a Reporting Party, before or after filing a Formal Complaint or where no Formal Complaint has been filed, and to a Respondent after a Formal Complaint has been filed. Supportive measures may be made available to the parties at any point after a report and throughout the resolution processes. Such measures are designed to restore or preserve equal access to the University's education programs and activities without unreasonably burdening the other party, and include measures designed to protect the safety of all parties or the University's educational environment, or to deter Prohibited Conduct. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, or other similar measures.

For purposes of this Agreement, the University and the Union acknowledge that matters specific to the terms and conditions of employment as Graduate Student Workers may need to be addressed from time to time. A Graduate Student Worker seeking supportive measures related to their employment may seek assistance through the Dean of the Graduate School at any time. The Dean of the Graduate School, in coordination with other offices as necessary and appropriate, may provide any of the remedial and protective measures referenced above as well as switching the advisor or laboratory of a Graduate Student Worker with as minimal disruption to their employment and research as possible, work schedule modifications, including the extension of funding timeline to accommodate time lost due to switching advisors or other changes, and other reasonable accommodations as necessary and appropriate. The Dean of the Graduate School has the discretion to ensure the appropriateness of any measure. All interim or supportive measures shall comply with

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University policy, applicable state and federal law, including Title IX, and any applicable regulations, and be taken in consultation with and with notice to EEO-TIX.

5. Representation: GSWs shall have the right to be represented by an advisor of their choice, which may be a Union representative, in the University's process.

6. Grievance Procedure: Grievances alleging violations of this Article will be forwarded by the University to the EEO-TIX Office and be held in abeyance for intake. After the intake process has been completed, the parties may conduct a Step 3 meeting or defer this meeting pending investigation by EEO-TIX. If a Step 3 meeting is held, an EEO-TIX representative will be present. *If the Step 3 meeting is held, it will be conducted within ninety (90) days of filing to ensure the parties can discuss interim measures if appropriate. The parties may also discuss resolution of the grievance so long as any resolution is consistent with applicable Title IX guidelines and the EEO-TIX process.* Step 4 (Arbitration) will be held in abeyance during the pendency of the EEO-TIX process. Once this process is final, including any applicable internal appeals, *if* the Union determines that the University's findings or actions constitute a violation of this Agreement, and the Graduate Student Worker consents, a Graduate Student Worker may elect to pursue the grievance commencing at Step 3. No evidence may be presented in an arbitration that has not been shared with EEO-TIX in connection with its process, or if the Graduate Student Worker did not fully participate in the EEO-TIX process. If the matter proceeds to arbitration, the Arbitrator selected must have been trained in Title IX compliance. The Arbitrator is without authority to render a remedy concerning any academic matter, any aspect of the Graduate Student Worker's status as a student, or any aspect of a non-bargaining unit member's employment or academic status.

*O'Neil*

7. Additional Remedies: Nothing in this section shall be construed to prevent a Graduate Student Worker who alleges discrimination under this Article from exercising constitutional or statutory rights which might be available in addition to what is provided in this Article.

8. Compliance with Applicable Law: This Article will be interpreted and enforced in compliance with all applicable policy and law and regulations, including Title IX.

#### D. LACTATION SUPPORT

GSWs shall have access to spaces for the purpose of expressing and storing breast milk consistent with University policy.

#### E. BATHROOM EQUITY

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## Non-Discrimination in Employment

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The University shall provide that all GSWs have adequate access to all-gender bathrooms.

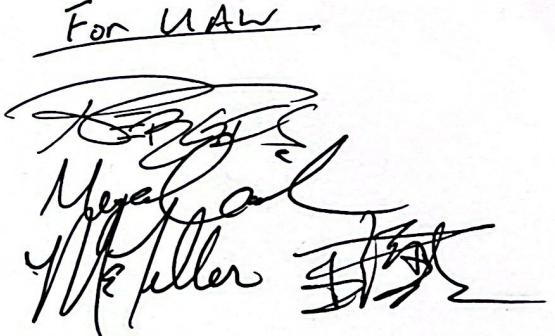
## F. LABOR/MANAGEMENT MEETINGS

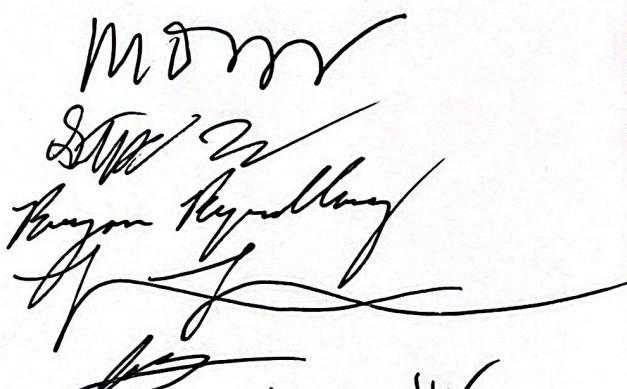
The Union may request to meet with the University up to two times per Academic Year to provide input on and discuss any concerns about the University's process, including any suggestions for modification to these processes or additional or alternate interim measures, and the status of any cases or pending investigations of concern to the Union. The University will also be prepared to report at each meeting on the number of claims filed since the parties' last meeting by members of the bargaining unit, the number of open claims by members of the bargaining unit, and data concerning the duration of the investigations concerning these claims by members of the bargaining unit.

## G. PEER-LED TRAINING

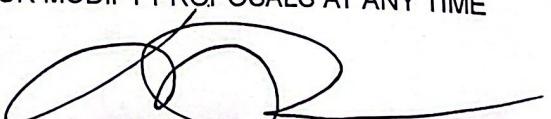
Within three months from the Effective Date of this Agreement, the University agrees to meet with the Union to discuss and develop peer-led training concerning the University's policies and procedures and to provide support to ensure any programs comply with applicable law and University policies.

For USC  
  
11/26/23

For UAW  
  
Megan  
Weiller  
Rainier

  
MDW  
DWW  
Troyon Reynolds  
LAW

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# Tentative Agreement

**USC COUNTER PROPOSAL**  
**November 26, 2023**

## **ARTICLE TBD**

## **DURATION**

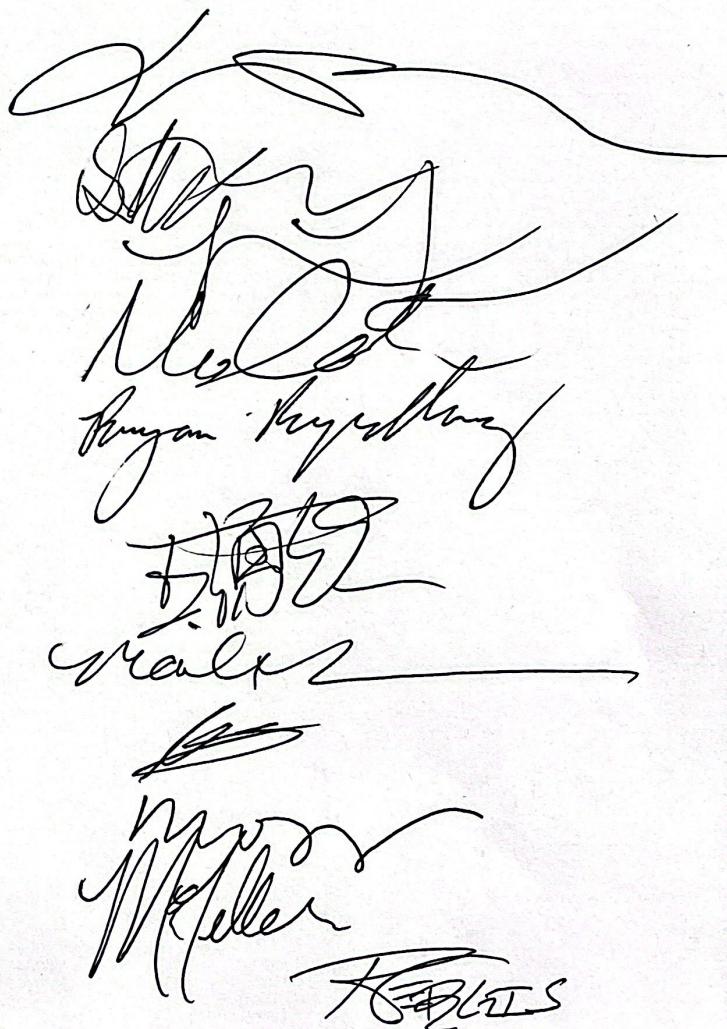
The terms and conditions of this Agreement shall remain in full force and effect commencing upon ratification by the parties, and shall continue until June 30, 2027, unless the parties mutually agree otherwise.

For USC



11/26/23

For The UAW 11/16/2023



The image shows several handwritten signatures in black ink. At the top left, there is a large, stylized signature. To its right, the name "Bryan Kyeston" is written in cursive. Below these, there are two more signatures: one that appears to be "D. M. D." and another that looks like "Walter". Further down, there are two more signatures: one that appears to be "M. W. Miller" and another that looks like "F. E. Blits".

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AT ANY TIME UNTIL A FINAL AGREEMENT IS REACHED

LCM W

## Tentative Agreement

**USC 11/26 FOURTH WAGE PROPOSAL TO GSWOC-UAW**

November 26, 2023

## ARTICLE TBD

## **COMPENSATION**

Section 1: During the term of this Agreement, the University and the Union have agreed to the following increases to the current Academic Year 23-24 minimum stipends for students in the bargaining unit during their Appointments:

AY 24-25: Graduate School minimum increases to \$40,000. Other current minimums increase by 4.5 % or to the new Graduate School minimum, whichever is greater.

AY 25-26: Graduate School minimum increases to \$41,200. Other current minimums increase by 3.0%

AY 26-27: Graduate School Minimum increases to \$42,436. Other current minimums increase by 3.0%

The above minimums are based on a .5 FTE Appointment.

Section 2: Nothing should preclude the University from providing compensation at rates above those required in this Article in its sole discretion.

Section 3: The University will make best efforts to ensure that Graduate Student Workers are paid at least monthly and as far as practicable in regular amounts, provided that the Graduate Student Worker has timely submitted to the University all necessary documentation and/or information.

Section 4: If this Agreement is ratified by December 8, 2023, current bargaining unit members will receive a lump sum payment of \$400, less applicable withholdings. Such lump sum payments will be made within ninety (90) days after ratification.

Für VSC

11/26/23

For the NAV - 11/26/2023

*M. Miller*

S. W. R.

~~John J. Kilkenny~~

 B. J. FERGIE

Maile

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IS REACHED.