

AU FINAL AGREED CBA at Table 11.12.18

**AGREEMENT
BETWEEN
AMERICAN UNIVERSITY
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW
[GRADUATE STUDENTS]**

from

_____ , _____

through

August 31, 2019

AGREEMENT

PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN AMERICAN UNIVERSITY (the “University”), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW (the “Union”).

ARTICLE 1 – RECOGNITION OF THE UNION

Section 1.1 - Management Defined.

Whenever used in this Agreement, the term “Management” means the administrative staff of the University designated to implement and administer the policies of the University.

Section 1.2 - Exclusive Representative.

The University recognizes the Union as the exclusive representative of the graduate students employed by American University (“GSEAU”) defined in Section 1.3(A) of this Article, for the purpose of collective bargaining.

Section 1.3 - GSEAU Defined.

(A) Members of the Bargaining Unit.

Whenever used in this Agreement, “GSEAU” will mean all Doctoral and Masters students in American University departments employed at the University’s campus in Washington, D.C., who are working toward degrees offered by American University, and who are employed by American University and supervised by faculty to provide instructional or research services in undergraduate or graduate-level courses or labs, including, but not limited to Teaching Assistants, Research Assistants, Graduate Assistants, Laboratory Assistants, Teaching Apprentices, Dean’s Fellows, Instructors, Graders, Preceptors, Section Leaders, and Tutors; but excluding: any full-time or regular part-time American University employees and faculty, students who are working in grant funded positions where the University does not control their wages, adjunct faculty who are included in the bargaining unit certified in NLRB Case Number 05-RC-070027, managers, guards and supervisors as defined by the National Labor Relations Act.

(B) Bargaining Unit Information.

Not later than November 1 each year, Management will provide to the Union a list of the individuals who meet the definition of GSEAU under Subsection (A) of this Section 1.3. The list will include each GSEAU's name, assignment(s), and University email address.

Section 1.4 - Application of this Agreement.

This Agreement applies only to those GSEAU's who, in return for the services identified in Section 1.3(A) of this Article 1 (the "assignment"), receive financial aid, a stipend, or wages related to that assignment. Nothing in this Agreement shall be construed to apply to decisions made by Management regarding a GSEAU's academic performance.

ARTICLE 2 - MANAGEMENT FUNCTIONS

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect American University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control American University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of students and employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which students' and employees' performance is evaluated; to establish and require students and employees to observe American University rules and regulations; to discipline or dismiss students and employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to student and employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. Decisions regarding the recipients of financial aid and the terms of that aid, the work assignments provided, the work to be completed, and evaluation of the academic performance of the work assigned involve academic judgment and shall be made at the sole discretion of Management. Decisions regarding who is taught, what is taught, how it is taught and

who does the teaching involve academic judgment and shall be made at the sole discretion of Management. Management, in not exercising any function hereby reserved to it in this Article 2, 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 Management from exercising the same in some other way. No action taken by American University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

Management and the Union will comply with the provisions of all applicable laws forbidding discrimination against or in favor of any GSEAU or employee on account of race, color, religion, national origin, sex, age, personal appearance, sexual orientation, gender identity or expression, political affiliation, family responsibilities, disability, familial status, matriculation, marital status, source of income and place of residence or business, veteran status, or union membership. Notwithstanding any other provision of this agreement, Management will have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the Management to be necessary to effect reasonable accommodations. Where enforcement mechanisms exist under Federal, State or local laws, alleged violations of this Article 3 will not be subject to the Grievance Procedure of Article 4, but will be handled in accordance with the procedures provided for members of the University community.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - Standard Procedure.

(A) Definition of Grievance.

A “grievance” is an allegation by a GSEAU or by the Union that Management has violated an express provision of this Agreement and that a GSEAU has been personally aggrieved thereby, or by the Union that Management has violated an express provision of this Agreement.

(B) Procedures.

A GSEAU and the Union will first make an effort to resolve a grievance informally. If a grievance cannot be resolved through informal discussion with an immediate supervisor, department chairperson, division director, or Dean, it will be

processed as follows, except that a grievance regarding the discharge of a GSEAU for non-academic conduct, or a Union grievance alleging a class-wide violation of this Agreement, will be processed at Step 2.

Step 1.

Within fifteen (15) days of the event giving rise to the grievance or after the GSEAU reasonably should have known of the event giving rise to the grievance, the aggrieved GSEAU or the Union may submit a written grievance to the Department Chair or administrative designee in the GSEAU's chain of command, with a copy to the Assistant Vice President of Human Resources Officer and the Union. The Department Chair or administrative designee will schedule a meeting with the GSEAU to be held within ten (10) days of receipt of the written grievance. The Department Chair or administrative designee will submit a written answer to the aggrieved GSEAU or Union within fifteen (15) days of such meeting, with a copy to the Assistant Vice President of Human Resources and the Union.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved GSEAU or the Union, within fifteen (15) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the Dean in the GSEAU's chain of command, or his or her designee, with a copy to the Assistant Vice President of Human Resources. The Dean, or designee, will schedule a meeting with the aggrieved GSEAU and representative of the Union, to be held not more than fourteen (14) days after receipt of the Step 2 appeal. The Dean, or designee, will submit a written answer to the aggrieved GSEAU within fifteen (15) days after the Step 2 meeting, with a copy to the Assistant Vice President of Human Resources and the Union.

Step 3.

In the event that the grievance is not satisfactorily adjusted at Step 2, the aggrieved GSEAU or the Union, within fifteen (15) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Provost, or designee, with a copy to the Assistant Vice President of Human Resources and the Union. The Provost, or designee, will schedule a meeting with the aggrieved GSEAU and representative of the Union, to be held not later than fifteen (15) days after receipt of the Step 3 appeal. The Provost, or designee, will submit a written answer to the aggrieved GSEAU within fifteen (15) days after such meeting, with a copy to the Union.

(C) Written Presentation.

All grievances presented at Steps 1 through 3 of this Section 4.1 will be in writing on a form agreed to by the parties and provided by Management, signed by the aggrieved GSEAU, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved GSEAU, or the grievance will be deemed to have been waived.

(D) Union Representation.

(1) Copies of Written Grievances.

Upon receipt of a written grievance or written appeal submitted by a GSEAU in accordance with the procedure set forth in Steps 1 through 3 of this Section 4.1, Management will furnish a copy of same to the Union. A copy of any written answer of Management under Steps 1 through 3 of this Section 4.1 will be forwarded to the Union simultaneously with its submission to the aggrieved GSEAU.

(2) Representation at Grievance Meetings.

A GSEAU may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 4.1 by a Union representative.

Section 4.2 - Arbitration.

(A) Election of Arbitration.

The Union, with the written concurrence of the aggrieved employee, may submit a grievance that has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by a Union representative, to the Assistant Vice President of Human Resources or designee within fifteen (15) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article. A Union grievance submitted to arbitration does not require employee consent.

(B) Selection of Arbitrator.

Management and the Union agree to maintain at all times, a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration pursuant to Section 4.2(A) of this Agreement. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this Agreement, Management and the Union have selected Richard Bloch, Ira Jaffe and Joseph Sharnoff as members of said panel. If one

such arbitrator is no longer able to serve, Management and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Union, except by mutual agreement of Management and the Union, or for cause. If Management or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

(C) Jurisdiction of Arbitrator.

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

(D) Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4.3 - Time Limitations.

Whenever used in this Article 4, the word “days” will mean all days during the calendar year other than Saturdays, Sundays, and days designated as holidays by Management. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management and the Union. If the Union or the aggrieved GSEAU fails to comply with the time limits set forth in this Article, the grievance will be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance will automatically proceed to the next step.

Section 4.4 - Method of Delivery.

For the purposes of this Article, a grievance, appeal, or Management answer is “submitted” only if it is delivered by hand to the office of the appropriate person as set forth in Section 4.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

Section 5.1 - Scope.

Discipline and discharge of GSEAU's will be for just cause. GSEAU's will generally be progressively disciplined, but Management may in its discretion warn, reprimand, transfer, demote, suspend, or discharge a GSEAU without first providing progressive discipline if the circumstances so warrant. In this Article 5, “discharge” and “discipline” mean only the termination of a GSEAU's assignment or a suspension without pay for non-academic conduct, and shall not include any adverse action based upon academic performance.

Section 5.2 - Termination Due to Quality of Work Product.

(A) Termination for Academic Quality.

Assessment of the quality of a GSEAU's work product is based upon academic judgment. Failure of a GSEAU's work product to meet expected standards of academic quality is an appropriate reason to terminate a GSEAU's employment. In such cases, the termination is not subject to the just cause standard provided in this Article 5 and the provisions of Article 4 do not apply.

(B) Review of Termination Decision.

GSEAU's notified that their employment is terminated pursuant to Section 5.2(A) of this Article 5 may request a review of the termination decision to the Dean of the School or College in which the GSEAU is enrolled within ten (10) calendar days of notification of the termination decision. Each Dean will annually name a Panel of three (3) faculty members (and one alternate) for this purpose, but a Dean has the discretion to appoint different or additional faculty members to avoid a potential conflict of interest or when particular academic expertise is necessary to address the issue(s) involved. The Union will be informed of the composition of the Panel, and the Dean will consider concerns raised by the Union regarding the Panel's members. A GSEAU may request that a Union representative be present at a meeting at which the GSEAU presents his or her case to the Panel. The Panel will assess only whether the termination decision was

based on academic judgment or was for non-academic conduct, and provide that assessment to the Dean of the School or College in which the GSEAU is enrolled. Taking into account the Panel's recommendation, the Dean will decide if the termination decision was based on academic judgment or was for non-academic conduct. The Dean will notify the GSEAU of his or her decision within ten (10) calendar days of the Panel's recommendation. If the Dean's assessment is that the termination decision was for non-academic conduct, the GSEAU may file a grievance pursuant to Article 4 of this Agreement. The decision of the Dean is final.

Section 5.3 - Failure to Retain an Assignment.

Each assignment ceases at the end of the designated assignment period. The expiration of an assignment, Management's failure to offer an assignment, reassignment, or a GSEAU's loss of remuneration for services provided due to poor academic performance is not considered discipline or discharge and is not subject to the just cause standard provided in this Article 5.

Section 5.4 - Union Representation.

A GSEAU may request that a Union representative designated by the Union be present at a meeting where discipline is to be administered and the request will not be denied unless honoring the request would cause undue delay in the administration of the discipline.

ARTICLE 6 – APPOINTMENTS

Section 6.1 - Scope.

It is in the interest of both the University and GSEAU's that notice of appointment occur in a timely manner, that the general scope of the anticipated responsibilities of appointments be provided to GSEAU's, and that GSEAU's have the opportunity to address concerns that arise.

Section 6.2 - Award Letters.

A GSEAU will receive an Award Letter that states the general terms of the GSEAU's award, including the tuition remission, stipend and/or remuneration for services. The employment terms provided in the Award Letter will be maintained unless the GSEAU's employment is terminated pursuant to the provisions of Article 5 of this Agreement or other requirements of the Award Letter are not met.

Section 6.3 - Appointment Notices.

A GSEAU will receive an Appointment Notice that states the name of the faculty supervisor and the length of the appointment, which may be for a semester or for an entire academic year.

Section 6.4 - Responsibilities.

(A) In General.

The nature and scope of the responsibilities of a GSEAU's appointment will vary by program and department. The University's office of graduate studies, as well as its academic and teaching units, will provide more specific guidance on individual GSEAU appointments. Generally, a teaching assistant (TA) is a GSEAU whose work predominantly involves an instructional assignment; a research assistant (RA) is a GSEAU whose work predominantly involves assisting faculty with academic research. RAs are not independent researchers and are not directly responsible for the outcome of the research. In some cases, a GSEAU may be assigned both research and teaching duties.

(B) Duties That Are Not Appropriate.

The work performed by a GSEAU should be beneficial to both the GSEAU and the academic or teaching unit; duties should be limited to tasks that benefit both the academic unit and advance the professional development of the GSEAU. Work assignments will be more academically substantive than administrative, but may involve administrative tasks that assist in the overall academic endeavor. TA's and RA's are not expected to provide personal services for a supervisor.

Section 6.5 - Raising Concerns About the Scope of Responsibilities.

A GSEAU may raise concerns about the scope of responsibilities of an appointment to the GSEAU's supervisor, coordinator, or Dean.

Section 6.6 - Posting of Unassigned Available Appointments.

Management will continue the posting of unassigned available appointments on the University website.

ARTICLE 7 – ASSIGNMENTS

Section 7.1 - Assignments.

Unless specifically limited by this Article 7, decisions regarding assignments provided to GSEAU's involve academic judgment and shall be made in Management's sole discretion.

Section 7.2 – Performance of Assignments.

GSEAU's who are provided an assignment in return for a financial aid award, stipend or wages will be provided with general guidelines and expectations regarding the performance of an assignment. A GSEAU may indicate a preference as to which professor(s) the GSEAU believes an assignment would most benefit the GSEAU, and a department or program will consider a GSEAU's stated preference when making assignments. If a GSEAU's performance in an assignment is not meeting Management's expectations, Management may reassign the GSEAU in its sole discretion. If a GSEAU finds that an assignment is not beneficial to the GSEAU, the GSEAU may request consideration for reassignment, which may be granted in Management's sole discretion.

Section 7.3 - Access to Services.

A GSEAU provided an assignment shall have: access to materials and supplies needed to perform the assignment; access to computer workstations; access to photocopiers for assignment related purposes; access to administrative support services for standard and reasonable requests during normal work hours (to the extent such services are also available to faculty in the same School or Program); access to space (but not necessarily office space) to meet with and advise students; and a University email account. The GSEAU shall use the University email account for communication related to the assignment.

Section 7.4 – GSEAU Responsibilities.

(A) Scope.

GSEAU's are required to perform their assigned academic duties well and maintain standards of professional ethics. A GSEAU's responsibilities include, but are not limited to, the completion of mandatory training offered by Management, and the failure to complete mandatory training may result in the loss of employment.

(B) Teaching Expectations.

A GSEAU's teaching shall be guided by the course description and syllabus, requirements of excellent teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. GSEAU's shall prepare for their classes and conduct them in an appropriately professional manner. GSEAU's are responsible for the maintenance of good order and the observance of American University regulations in the classroom. GSEAU's shall meet classes on time, hold classes for the full period except in the event of an emergency or as an approved practice by the Department or Program Chair, and evaluate academic performance fairly and reasonably.

(C) Research Expectations.

A GSEAU's research shall be guided by the instructions provided by the faculty supervisor, adherence to academic and professional standards, adherence to University policies on research compliance, the timely completion of work assigned, and any other responsibilities agreed to between a GSEAU and the faculty supervisor.

(D) Academic Integrity.

GSEAU's shall report promptly to their Dean, Department Chair, designee, or equivalent teaching unit academic administrator, matters that require potential academic or non-academic disciplinary action against those individuals in their classroom(s) under applicable American University policies and procedures relating to academic integrity and codes of conduct. GSEAU's shall participate or cooperate, as appropriate, in any resulting disciplinary proceedings in accordance with those policies and procedures.

Section 7.5 – Evaluation of Performance.

(A) Scope.

Evaluations are intended to further academic and professional standards, and to provide for a GSEAU's academic and professional development.

(B) The Evaluative Process.

Each school or program will provide an evaluative process suited to the nature of the assignments of GSEAU's at a particular school or in a particular program and provide GSEAU's notice of that process. Depending on the nature of a GSEAU's appointment, evaluative tools may include classroom observations; oral and/or written evaluations; and/or in-person meetings. The process will include a way in which GSEAU's may respond to the evaluation and GSEAU's may ask for feedback from supervisors at any time. Supervisors are encouraged to address performance concerns with GSEAU's when

they arise and, when appropriate, to provide GSEAU's an opportunity to address such concerns. GSEAU's may provide feedback to their supervisors, department or program regarding their experiences as GSEAU's.

(C) Classroom Observation.

When classroom observation is part of the evaluative process, a GSEAU generally will be provided advanced notice of the date of the observation. Management may observe teaching performance at any time and, while a GSEAU will ordinarily have advanced notice of such action, the GSEAU may not if, in Management's judgment, circumstances do not warrant it.

(D) Professional Development.

GSEAU's will have access to the resources and assistance provided by American University's Center of Teaching, Research and Learning, except in cases where access to particular resources is explicitly limited.

Section 7.6 – Outside Employment.

Nothing in this Agreement precludes a GSEAU from being employed elsewhere (either within or outside the bargaining unit), so long as that employment does not interfere with the GSEAU's obligation to satisfactorily perform all terms and conditions of his or her assignment as a GSEAU. If the other employment is at American University, the total number of hours worked in a workweek cannot exceed twenty (20) unless an exception is authorized in writing by the Vice Provost for Research and Dean of Graduate Studies.

ARTICLE 8 – COMPENSATION AND BENEFITS

Section 8.1 - Pay Rate.

The Compensation Schedule for GSEAU's set forth in Appendix One to this Agreement is part of this Agreement and will be the pay rate for GSEAU's who are compensated in that manner.

Section 8.2 – Pay Periods.

GSEAU's who receive remuneration in the form of stipends or wages will be paid on a timely basis in accordance with the University's normal business operations.

Section 8.3 – Health Benefits.

For the 2018-2019 Academic Year, Management will continue to make available health benefits in the same manner as those benefits were made available to GSEAU's in the 2017-2018 Academic Year. Management will provide a way in which GSEAU's can access information regarding the health benefits, including vision and dental benefits, that are available to them.

Section 8.4 – Leave.

Management will comply with D.C. and Federal law in providing leave to GSEAU's who meet the eligibility requirements for leave under of those laws, and will not reduce the leave available to eligible GSEAU's during the term of this Agreement.

Section 8.5 – Breastfeeding Support.

GSEAU's have access to lactation rooms provided by Management, to be used for that purpose.

Section 8.6 – Summer Work Opportunities.

Management will provide a way in which GSEAU's can become aware of employment opportunities at American University during the summer.

Section 8.7 – Information on the Budget Process.

GSEAU's may, through the Union, submit written recommendations or ideas on the University Budget to the Graduate Student Representative on the University Budget Committee, with copies sent directly to the Provost and the University CFO in their capacities as co-chairs of the Budget Committee.

ARTICLE 9 - UNION RIGHTS AND PRIVILEGES

Section 9.1 - Meeting Space, Campus Mail, and Food Service.

University meeting space and the intra-University mail system and food service will be made available to the Union in accord with the procedures established by Management for University organizations.

Section 9.2 - Bulletin Boards.

The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards. Such postings shall be consistent with established Management policies regarding postings in public places.

Section 9.3 - Designated Union Representatives.

Management will recognize GSEAU's designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. The Union will notify the Assistant Vice President of Human Resources, or designee, of the names of the workplace leaders who are authorized by the Union as representatives and will notify the Assistant Vice President of Human Resources Officer, or designee within five (5) working days of any change in the representatives. With prior notification to the Assistant Vice President of Human Resources or designee, the Union representative may be present on University property to attend to matters related to the administration of this Agreement.

Section 9.4 - Union/Management Collaboration Committee.

Management and the Union will create a joint committee to discuss issues of mutual interest to GSEAU's and Management. The committee may consider and make recommendations on matters of general importance to GSEAU's and Management. If requested to meet, the parties will meet once a semester or more often by mutual agreement.

Section 9.5 - Personnel Files.

Management will maintain one (1) official personnel file for each GSEAU to which the GSEAU will have access upon reasonable notice.

Section 9.6 - Deduction of Dues.

(A) Payroll Deduction Authorization.

GSEAU's who are covered by this Agreement, and who receive compensation in the form of stipends or wages, may elect to have deductions for dues, agency fees, or voluntary contributions to the SEIU Local 500 Committee on Political Education (COPE) made from their compensation, by submitting an authorization in the form set forth in Section 9.6(B) of this Agreement, voluntarily executed by the GSEAU and submitted to the Vice President of Human Resources. Management will deduct membership dues,

fees or contributions as certified in writing by the President or Executive Director of the Union and remit such dues, fees or contributions to the Union. Payroll deductions can be cancelled by a GSEAU's individual written notice to the Union via certified mail. The GSEAU's certified mail is to be addressed to: Executive Director - SEIU, Local 500, 12 Taft Court, Rockville, Maryland 20850. The Union will then notify Management of any cancelled memberships and provide the GSEAU's original notices of resignation to the Vice President of Human Resources within ten (10) days of receipt.

(B) Form of Deduction Authorization.

Management will honor only those deduction authorizations that are submitted in the following form:

In payment for initiation fees, and membership dues or an agency fee, to SEIU Local 500, I _____ hereby authorize and direct American University to deduct from my pay an amount equal to the dues or agency fees in the amounts specified by SEIU Local 500, and to pay that amount to SEIU Local 500 in accordance with the terms of the Collective Bargaining Agreement between American University and SEIU Local 500. This authorization will remain in effect each year, or until canceled in writing by me and received by the Union.

Name _____
Signature _____
Date _____

(C) Payment of Agency Fee.

Commencing upon the effective date of this Agreement and, unless exempted by Section 9.6(D) of this Agreement, any GSEAU who becomes affiliated with American University in a graduate degree program for the first time on or after [RATIFICATION DATE] (and who does not elect to voluntarily have dues deducted pursuant to Section 9.6(A) of this Agreement) shall, within thirty-one (31) days after his or her initial date becoming a member of the bargaining unit subject to this Agreement, be required to pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union, in accordance with applicable law, as a percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union under Section 9.6(A) of this Agreement.

(D) Payment of Dues or Agency Fee.

(1) Exemptions.

This Section 9.6 shall not apply to any GSEAU who was affiliated with American University in a graduate degree program on or before [RATIFICATION DATE]. This Section 9.6 shall not apply to GSEAU's who are exempted from paying dues or an agency fee because (a) the GSEAU receives wages for less than the entire semester or is regularly scheduled to work fewer than ten (10) hours a week; or (b) the GSEAU can demonstrate that due to the nature of his or her employment outside of American University so doing would inhibit the ability of the GSEAU employee to perform services for his or her non-University employer.

(2) Penalty for Failure to Pay Dues or Fees.

Management will impose a penalty of \$300 for a GSEAU who is required to, but who failed to either join the Union or pay an agency fee as provided in this Section 9.6, provided that (a) the Union has made a written request to Management to do so, and (b) the Union can establish that it provided notice to the GSEAU of the failure to pay an agency fee and an opportunity to correct the deficiency. This penalty shall only be imposed once per academic year. The parties agree that a GSEAU's failure to pay the required dues or agency fee will not negatively impact the GSEAU's participation in an academic program, including the GSEAU's continued receipt of financial aid, a stipend, or wages related to an assignment as a part of an academic program. The indemnification provisions of Section 9.6(E) apply to any damages and attorneys' fees incurred as a result of the Union's demand for enforcement of this Section 9.6.

(E) Indemnification.

The Union shall indemnify and save American University, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 9.6, and the Union assumes full responsibility for the disposition of monies deducted under this Section 9.6 as soon as they have been remitted by Management to the Union.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 10.1 - No Strikes.

Neither the Union, its officers, agents, or representatives, nor any GSEAU or employee, will in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

Section 10.2 - Enforcement of No Strike Pledge.

In the event of a strike in violation of Section 10.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any GSEAU engaging in any activity in violation of Section 10.1 of this Article may be discharged.

Section 10.3 - No Lockout.

Management shall not lock out GSEAU's.

Section 10.4 - Enforcement of No Lockout Pledge.

In the event of a lockout in violation of Section 10.3 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 11 - SCOPE OF AGREEMENT

Section 11.1 – Duration.

(A) Effective Dates.

This Agreement becomes effective as of the date of ratification and shall continue in full force and effect until August 31, 2019. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than February 1, 2019, or February 1 of any succeeding calendar year.

Section 11.2 - Severability.

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision of this Agreement shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement, and Management and the Union agree to meet and bargain in good faith to in an attempt to negotiate a substitute provision.

Section 11.3 - Scope of Agreement.

Management and the Union acknowledge and agree that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, thus, contains the understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

SERVICE EMPLOYEES INTERNATIONAL

AMERICAN UNIVERSITY

UNION, LOCAL 500, CtW

APPENDIX ONE
COMPENSATION SCHEDULE

Ph.D. Students

Minimum full year stipend based on 20/hour workweek: \$22,000/year.
(Lower Stipends will have a proportionately lower work hour requirement.)

Students above the minimum will not have their stipend reduced
during the term of this Agreement, as long as their award continues.

Master's and Other Graduate Students

WCL Dean's Fellows - \$13.50 minimum hourly rate

Master's Students - \$15.50 minimum hourly rate
(Master's Students on a stipend will have
their stipend adjusted to the same hourly rate.)