

**AGREEMENT**

**BETWEEN**

**AMERICAN UNIVERSITY**

**and**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW**

**from**

**June 1, 2013**

**through**

**August 31, 2015**

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# **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 employees defined in Section 1.3(A) of this Article, for the purpose of collective bargaining.

### **Section 1.3 - Employee Defined.**

#### **(A) Employees in the Bargaining Unit.**

Whenever used in this Agreement, the term "employee" will mean all adjunct faculty employed by the University in Washington, D.C., teaching at least one credit bearing class or lesson; but excluding all other employees, full-time faculty, lab assistants, graduate assistants, clinical fellows, teaching fellows, teaching assistants, research assistants, degree-seeking students of the University including those with adjunct appointments, full-time staff whose adjunct teaching is not compensated additionally for teaching, administrators who have teaching responsibilities, managers, guards, and supervisors as defined by the National Labor Relations Act.

#### **(B) Bargaining Unit Information.**

Not later than September 30 and February 7 of each year, Management will provide to the Union a provisional list of the adjunct faculty members who meet the definition of employee under Subsection (A) of this Section 1.3. Management will subsequently provide an updated list to the Union that includes each employee's name, employee id number, assignment(s) for the semester (including course title(s), department, credits per course, pay rate, University email address, and the semester the employee first taught at American University.

## **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 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 employees' performance is evaluated; to establish and require employees to observe American University rules and regulations; to discipline or dismiss 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 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 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 and harassment against or in favor of any 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 all University employees.

## ARTICLE 4 - GRIEVANCE PROCEDURE

### Section 4.1 - Standard Procedure.

#### (A) Definition of Grievance.

A "grievance" is an allegation by an employee that Management has violated an express provision of this Agreement and that such employee has been personally aggrieved thereby, or by the Union that Management has violated an express provision of this Agreement.

#### (B) Procedures.

An employee 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 based upon a discharge, or a Union grievance, will be initiated at Step 3 below.

##### Step 1.

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

##### Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved employee, 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 employee's chain of command, or his or her designee, with a copy to the Assistant Vice President of Human Resources and the Union. The Dean, or designee, will schedule a meeting with the aggrieved employee, and representative of the Union, to be held not more than fifteen (15) days after receipt of the Step 2 appeal. The Dean, or designee, will submit a written answer to the aggrieved employee 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 employee, 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 employee, 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 employee within fifteen (15) days after such meeting, with a copy to the Union. The decision of the Provost or designee is final, unless the Union appeals the grievance to final and binding arbitration, as set forth in Section 4.2 of this Article.

**(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 employee, or by the Union for a Union grievance, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee, or the grievance will be deemed to have been waived, unless the defect is corrected before the end of the time for filing.

**(D) Union Representation.**

**(1) Copies of Written Grievances.**

Upon receipt of a written grievance or written appeal submitted by an employee 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 employee.

**(2) Representation at Grievance Meetings.**

An employee 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 and the aggrieved employee. If the Union or the aggrieved employee 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 employees will be for just cause. Employees will generally be progressively disciplined, but Management may warn, reprimand, demote, suspend, or discharge employees without first providing progressive discipline if the circumstances so warrant.

#### **Section 5.2 – Union Representation.**

An employee may request that a 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.

#### **Section 5.3 - Failure to Offer Assignment.**

Each assignment ceases at the end of the designated assignment period. The expiration of an assignment or Management’s failure to offer an assignment will not be considered discipline or discharge and will not be subject to the just cause standard, but instead will be subject to the provisions of Article 6 of this Agreement.

### **ARTICLE 6 – ASSIGNMENTS**

#### **Section 6.1 - Assignments.**

##### **(A) Scope.**

Assignments to teach a course or to provide other services as an adjunct faculty member may be made only by the Dean, Associate Dean, Department Chair, or designee, or equivalent teaching unit academic administrator. Assignments shall be made by written notification from Management. The listing of a course in the schedule of classes does not constitute an assignment. Unless specifically limited by this Article 6, 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 Management’s sole discretion. For purposes of this Article 6, an employee is in “good standing” if he or she has not been issued discipline. Nothing in this Article 6 shall preclude an employee from being offered the opportunity to teach a course that is added to the schedule after November 1 for the fall semester or April 1 for the spring semester, or at any time for summer courses.

**(B) Recurring Assignments.**

Assignments shall be made for a period of a semester, a part of an academic year, one academic year, or, in special circumstances, for longer periods at Management's discretion. Management will honor the terms of current appointments in effect at ratification of this Agreement through their expiration. Commencing upon ratification of this Agreement, Management will give good faith consideration to the reassignment of an employee in good standing where: (1) the employee has taught the same course for at least three semesters in the past three academic years, and (2) the same course is going to be offered within one year of the employee's most recent assignment. Except as provided in Section 6.2 of this Article 6, an employee entitled to good faith consideration will not have an assignment denied where an alternate instructor is also an employee covered by this Agreement.

**(C) Courses Suggested by Employees.**

Employees who have taught at American University for at least two (2) consecutive semesters may propose new courses to be taught, and offer the design of and syllabus for the course with the proposal. If the Department or equivalent academic unit decides to offer the course as designed by the employee, the employee will be: (1) given the right of first refusal to teach the course the first time that it is offered; or (2) paid a minimum course development fee of \$1500.00, at Management's discretion. Management may request an employee develop a new course independent of length of service. In such cases, the employee will be given the right of first refusal or be paid the minimum course development fee. Nothing in this Section 6.1(C) shall preclude Management from having others, whether full time faculty or employees, teach the course.

**Section 6.2 - Good Faith Consideration.**

**(A) Scope.**

In this Article 6, good faith consideration means that Management may deny, reduce or cancel the assignment(s) of an employee in the following circumstances:

(i) elimination or downsizing of a department or program, merging of a department or program with another unit (if the merging results in the affected faculty member's course or section being eliminated). In such circumstances, Management will notify the Union and provide the Union and the employee the opportunity to meet and confer with Management in advance of the intended action.

(ii) creation of a full-time faculty position that absorbs existing courses taught by employees, or any other circumstance in which the course will be taught by a full-time faculty member.

(iii) a reduction in the number of courses or sections offered in a semester or the cancellation of a course or section due to under-enrollment or for programmatic reasons, as determined by Management in its discretion, except that the cancellation of a course in a semester shall not impact an employee's other assignment(s).

(iv) unsatisfactory performance of an employee, as evidenced from observations, student evaluations, student or other complaints, the employee's failure to meet the obligations specified in Section 6.3(D) or Section 6.6 of this Article, or the employee's failure to correct a performance problem identified by the Dean, Department Chair, designee or equivalent teaching unit academic administrator. Each teaching unit or academic unit establishes guidelines for evaluating teaching by members of that unit. These evaluation metrics generally will extend beyond Student Evaluation of Teaching (SET) scores. Employees denied assignment under this Section 6.2(A)(iv) shall be provided, if requested by the employee, an opportunity to meet with Management and a written explanation for Management's decision.

(v) discharge, misconduct, or neglect of duties, resulting in written or greater discipline of the employee.

(vi) availability of an alternate adjunct instructor who holds or would be appointed at a higher rank; who, in Management's reasonable discretion, has greater professional qualifications; or who has a demonstrably better record of teaching performance.

(vii) where an employee exceeded the maximum number of courses or credit hours permitted in the fall and spring semesters of a prior academic year, as established by Management under its authority in Article 2 of this Agreement, unless the employee can establish that he or she was authorized to teach the overload by Management as an exception to the policy.

(viii) where the assignment would result in an employee exceeding the maximum number of courses or credit hours permitted in the fall and spring semesters of the current academic year, as established by Management under its authority in Article 2 of this Agreement.

(ix) other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the University, as determined by Management in its discretion.

If an employee is affected under subsections (i), (ii), (iii) or (ix) of this Section 6.2(A), Management will make a good faith effort to assign the employee an alternate course that the employee is qualified to teach.

If an employee is affected under subsection (vi) of this Section 6.2(A), Management will make a good faith effort to assign the employee an alternate course that the employee is qualified to teach. If no alternate assignment is available, the employee shall forego his or her right to future good faith consideration for the course assignment and receive a onetime payment of seventy-five percent (75%) of the amount the employee would have received for teaching the course. If the adjunct who displaced the employee under subsection (vi) stops teaching the course within three (3) academic years, however, good faith consideration will be reinstated upon the employee's written request. Upon the employee's request in writing at the normal time for requesting good faith consideration as set forth in subsection 6.3(B), the employee will be notified of the status of the course.

**(B) Music Lessons and Recital Hall Space.**

An Applied Music student will be assigned to employees as soon as reasonably possible after the student signs up for the lesson. Music employees will have access to the Recital Hall and other performance spaces based upon the same criteria of priority use that apply to individual full-time faculty.

**Section 6.3 - Administration of Assignments.**

**(A) Scope.**

Management and the Union recognize that it is in the best interests of the University and its employees to make an assignment as early as possible.

**(B) Requesting Good Faith Consideration.**

To ensure that Management has sufficient information to make assignments in as timely a manner as is possible, an employee who desires good faith consideration for assignment(s) in a subsequent semester must notify the Department Chair, or equivalent teaching unit academic administrator, of the department in which the employee desires assignment(s), in writing, no later than March 1 for the following Fall semester and September 1 for the following Spring semester in which the good faith consideration is sought. An employee who is not provided an assignment under this Section 6.3(B) retains the right to good faith consideration for future assignments. An employee who inadvertently fails to meet the requirements of this Section 6.3(B) will, upon request, be provided an assignment unless Management has identified an alternate instructor. Management will send an electronic reminder to employees eligible for good faith consideration at least two weeks prior to the March 1 and September 1 deadlines.

**(C) Acceptance of Assignment.**

An employee who is provided notice of assignment(s) must notify Management of the acceptance of the assignment(s) within one (1) week of receiving notice of assignment(s). If the employee has provided written notice to the Department Chair or equivalent academic unit administrator that the employee will be unreachable for a specific period of time, the employee and the Department Chair or equivalent academic unit administrator may confirm intended acceptance of the assignment before the employee is unreachable. Alternatively, if the notice of assignment is made while the employee is unreachable, and the Department Chair or equivalent academic unit administrator has agreed to the delay, the employee shall be permitted to provide notice of acceptance within one (1) week of the date the employee stated he or she would be reachable.

**(D) Termination of Assignment.**

An employee who has accepted assignment(s) shall provide one (1) month notice of the employee's inability to fulfill the assignment(s), except in circumstances beyond the employee's reasonable control. Failure to provide such notice may be grounds for denying, reducing, or canceling reassignment in subsequent semesters, unless the employee identifies a substitute employee qualified to teach the course who is acceptable to Management.

#### **Section 6.4 - Course Titles and Content.**

Unless limited by the principles and obligations of academic freedom, nothing in this Agreement shall prevent Management from modifying the title, description, or content of a course that an employee has been assigned to teach. Employees will be notified of changes in course title or course content of the courses they have been assigned.

#### **Section 6.5 - Access to Services.**

##### **(A) Instructional Services.**

Management will provide an employee with a course assignment the following: access to materials and supplies needed to teach the assigned course(s); access to computer workstations; access to printing and photocopying services for class related purposes; access to administrative support services for standard and reasonable requests during normal work hours; access to space (but not necessarily office space) to meet with and advise students; access to departmental guidelines or procedures relevant to adjunct faculty; and access, upon request, to and the use of standard instructional software and computer programs used to teach the assigned course(s). An employee will be given access to a University email account, and shall regularly check for and return messages. The employee shall use the University email account for the employee's communication with students and in the performance of other responsibilities as an adjunct.

##### **(B) Participation and Other Services.**

Employees may be invited, but are not obligated, to attend candidate presentations conducted in the hiring of full time faculty.

#### **Section 6.6 - Employee Rights and Responsibilities.**

##### **(A) Scope.**

Employees are required to perform their assigned academic duties well, maintain standards of professional ethics, and to participate in mandatory University or School wide training offered by Management related to employment at American University.

##### **(B) Academic Freedom.**

Employees enjoy the same rights and obligations of academic freedom as do all faculty at American University, as provided in the Faculty Manual.

##### **(C) Teaching Expectations.**

Written expectations regarding course curricula, assignments, teaching and grading will be made available to the employee as soon as possible after the assignment is made. An employee's teaching shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. Employees shall prepare for their classes and conduct them in

an appropriately professional manner. Employees are responsible for the maintenance of good order and the observance of American University regulations in the classroom. Employees 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. Employees will submit grades on a timely basis and promptly provide opportunities for student feedback on course performance. Employees may discuss teaching expectations and related concerns with the Department Chair or equivalent academic unit administrator. Any changes in expectations resulting from such discussions will be put in writing by Management.

**(D) Student Conduct.**

Employees 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 students under applicable American University policies and procedures relating to academic integrity and codes of conduct. Employees shall participate or cooperate, as appropriate, in any resulting disciplinary proceedings in accordance with those policies and procedures.

**ARTICLE 7 - EVALUATION OF PERFORMANCE**

**Section 7.1 - Scope.**

Evaluations are intended to support excellence in teaching, to further academic and professional standards, and to provide for professional development. Management will notify an employee of concerns about an employee's performance as soon as reasonably possible after a Department Chair or equivalent academic unit administrator is made aware of such concerns.

**Section 7.2 - Student Feedback.**

Student Evaluations of Teaching (SETs) will be conducted in accordance with American University policy. SETs reports will be made available to an employee at the end of the semester once all grades have been submitted. Employees shall cooperate with the appropriate academic administrators to facilitate the student evaluation process.

**Section 7.3 - Criteria of Evaluation.**

Each teaching unit or academic unit establishes guidelines for evaluating teaching by members of that unit, and evaluation metrics extend beyond SETs scores. Employees may demonstrate effective teaching in a variety of ways, including course design, development of new curricular initiatives, up-to-date course content, student engagement and achievement outside the classroom, and adherence to evaluation procedures that accurately reflect student accomplishments. Teaching units or academic units may also view publication and presentation of teaching materials and methodologies as a contribution to teaching. Additional ways of evaluating teaching may include, but are not limited to, the items made available by academic units and the Office of the Dean of Academic Affairs.

#### **Section 7.4 - Timing of Evaluations.**

Employees will be formally evaluated at least once every three (3) academic years. Employees who receive a negative evaluation may request and receive an interim evaluation to establish that performance concerns have been addressed.

#### **Section 7.5 - Employee Participation.**

An employee may submit additional questions for the Department or Program to consider adding to the employee's student evaluations, in order to address issues that are specific to the Department, Program, or course. An employee may submit additional materials regarding the employee's professional, artistic, or scholarly credentials that the employee desires to have considered as a part of the evaluation process. An employee may submit a written response to student evaluations, and any such response will be considered in the evaluation process.

#### **Section 7.6 - Classroom Observation.**

##### **(A) Observation Requested by Employee.**

An employee entitled to good faith consideration under Article 6 of this Agreement may request a classroom observation and evaluation of the employee's classroom performance once every six (6) semesters of teaching. Any such request shall be made no later than the second week of classes. The classroom observation will occur at any time within a two (2) week window of time agreed to by Management and the employee. The observation will be conducted during a period when instruction is taking place, and of sufficient duration for the evaluator to observe the employee's performance, teaching skill and methodology. An employee will receive feedback from the observation in writing within a reasonable period of time after the observation occurs. An employee may request a meeting with the evaluator to discuss the written feedback.

##### **(B) Other Observation.**

Management may observe teaching performance at any time. An employee ordinarily shall have advance notice of such action but may not if, in Management's judgment, circumstances do not warrant it.

#### **Section 7.7 - Evaluation Materials.**

An employee will receive a copy of his or her evaluation within a reasonable period of time after all criteria for the evaluation have been met. Management will maintain all evaluation materials in a confidential manner to the extent consistent with American University policies and applicable law. An employee may request and will be provided with materials in his or her evaluation file, with confidential or identifying information redacted.

**Section 7.8 - Negative Evaluation of Performance.**

If an employee entitled to good faith consideration under Article 6 of this Agreement receives a negative evaluation that results in the denial of assignment(s), Management will provide the employee with a description of the conditions under which the employee may be considered for assignments in the future.

**Section 7.9 - Professional Development.**

To foster professional development, employees will have access to the resources and assistance provided by American University's Center for Teaching, Research and Learning.

**ARTICLE 8 - COMPENSATION**

**Section 8.1 - Pay Rate.**

The minimum pay rate for employees is set forth in Appendix One to this Agreement.

**Section 8.2 - Miscellaneous Compensation and Benefits.**

Miscellaneous compensation is set forth in Appendix Two to this Agreement. Employees receive benefits that are also provided to other individuals employed on a part-time basis by American University. If Management intends to amend or modify benefits provided to all American University part-time employees, the Union will be notified at least thirty (30) days before the amendment or modification occurs and provided with the chance to meet and confer about them.

**Section 8.3 - Pay Periods.**

Employees will be paid on a timely basis in accordance with the University's normal business operations.

**Section 8.4 - Professional Development.**

**(A) Fund.**

During the term of the Agreement, Management will create a Professional Development Fund of \$25,000, through which adjunct faculty may apply for reimbursement for professional development opportunities related to teaching. An employee whose application is accepted will be reimbursed up to \$550 in an academic year for verified expenditures related to the approved professional development opportunity. An employee may miss one class because of an approved professional development opportunity, provided that the employee finds a substitute and notifies the Department Chair of the absence. The employee is not required to compensate the substitute.



**(B) Other Opportunities.**

Employees may apply for support from the Teaching Enhancement Fund, Ideas Incubator Program, and Online Learning/Distance Course Development Grants.

**Section 8.5 - Classroom Expenses.**

Employees will be reimbursed for expenditures for materials and supplies used in the classroom and for costs associated with field trips or other extra-curricular activities with students that are pre-approved in writing by the Department Chair, or designated teaching unit administrator.

**Section 8.6 - Leave.**

Management will continue the existing practice of reasonably accommodating leave requests.

**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 employees 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 employees and Management. The committee may consider and make recommendations on matters of general importance to employees and Management.

**Section 9.5 - Personnel Files.**

Management will maintain one (1) official personnel file for each employee to which the employee will have access upon reasonable notice in the same manner as other American University employees.

**Section 9.6 - Deduction of Dues, Fees, and Contributions.**

**(A) Payroll Deduction Authorization.**

Employees who are covered by this Agreement may elect to have deductions for dues, agency fees, or 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 employee and submitted to the Assistant Vice President of Human Resources. Management will deduct membership dues or fees as certified in writing by the President or Executive Director of the Union and remit such dues or fees to the Union. Payroll deduction of dues, fees, and COPE contributions can be cancelled by an employee's individual written notice to the Union via certified mail. The employee's certified mail is to be addressed to: Executive Director - SEIU, Local 500, 901 Russell Avenue, Suite 300, Gaithersburg, Maryland 20879. The Union will then notify Management of any canceled memberships and provide the employee's original notices of resignation to the Assistant Vice President of Human Resources Officer 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:

I am hereby applying to become a member of SEIU Local 500. I agree to abide by the Constitution and Bylaws of SEIU Local 500, including payment of required dues and fees. I wish to have my membership fees and dues deducted from my American University paycheck. Upon execution of a collective bargaining agreement which authorizes and effects such deductions, I hereby authorize and direct American University to deduct from my pay an amount equal to the dues and fees in the amounts specified by SEIU Local 500, and, in payment for membership dues and fees to SEIU Local 500, to pay same to SEIU Local 500, in accordance with the terms of the collective bargaining agreement between American University and the Union. 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 employee hired by Management for the first time as an employee covered by this Agreement (and who does not elect to have dues deducted pursuant to Section 9.6(A) of this Agreement) shall, within thirty-one (31) days after his or her initial appointment, 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) Exemption from Payment of Dues or Agency Fee.**

This Section 9.6 shall not apply to employees who, because of the nature of their employment outside of American University, are prevented from paying dues or an agency fee to a labor organization. The exemption created by this Section 9.6(D) applies to employees who:

1. Are members of federal, state, or District of Columbia judicial, legislative, or executive branches of government;
2. Hold diplomatic or ambassador status;
3. Are full or part-time employees of the International Monetary Fund or the World Bank Group;
4. Are not paid directly by the University and whose services are instead procured through a contractual arrangement between the University and the employee's primary employer;
5. Are retired full-time University faculty who have emeritus status;
6. Are appointed to teach a compressed course (i.e., six weeks or fewer in duration);  
or
7. Affirm that, due to the nature of their employment outside of American University, they are prevented from paying dues or an agency fee to a labor organization because so doing would inhibit the ability of the employee to perform services for his or her non-University employer. Employees exempted under this Section 9.6(D)(7) shall be required to make contributions in an amount equal to the agency fee to a charitable organization(s) of the employee's choice, in lieu of paying the agency fee to the Union.

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.

**(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.**

During the term of this Agreement, neither the Union, its officers, agents, or representatives, nor any 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 employee engaging in any activity in violation of Section 10.1 of this Article may be discharged.

**Section 10.3 - No Lockout.**

During the term of this Agreement, Management shall not lock out employees.

**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**

This Agreement becomes effective as of June 1, 2013, and shall continue in full force and effect until August 31, 2015. 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, 2015, 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 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**

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\_\_\_\_\_

\_\_\_\_\_  
Scott A. Bass

\_\_\_\_\_  
Donald L. Myers

**APPENDIX ONE  
PAY RATE**

**During the term of the Agreement, the following Minimum Rates Apply**

<b>Credits Per Course</b>	<b>Without Terminal Degree</b>	<b>With Terminal Degree</b>
1 or 2	\$2,050	\$2,500
3 or 4	\$3,450	\$4,000
5 or 6	\$3,700	\$4,200

Employees paid below the minimum rate for a course taught in a prior academic term will be paid at the minimum rate or receive a onetime \$100.00 increase in their current rate, whichever results in a greater rate increase.

**Employees Paid Above the Minimum Rate**

An Employee paid above the minimum rate will receive a onetime \$100.00 increase in base rate.

An Employee who is paid at or above the minimum rate as of August 31, 2014, but less than \$5,000.00 as a base rate, will receive a onetime \$50.00 increase in base rate beginning with the Fall 2014 Semester.

**APPENDIX TWO  
MISCELLANEOUS COMPENSATION\***

<b>Category</b>	<b>Rate/Status</b>																
<b>Independent Study and Capstone Honors Advising</b>	\$40/credit hour/student.																
<b>Program or Curriculum Development</b>	Determined by individual agreement between Management and the employee, with a guaranteed minimum of \$250.																
<b>Co-Teaching/On-line Section Leaders</b>	Each co-teacher or on-line section leader is paid 2/3 of the normal course payment.																
<b>Reading Comprehensive Examinations</b>	\$50 per exam.																
<b>Supervising Interns</b>	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Credit Hour</th> <th style="text-align: right;">Pay Rate</th> </tr> </thead> <tbody> <tr> <td>1</td> <td style="text-align: right;">\$70</td> </tr> <tr> <td>2</td> <td style="text-align: right;">\$140</td> </tr> <tr> <td>3</td> <td style="text-align: right;">\$210</td> </tr> <tr> <td>4</td> <td style="text-align: right;">\$252</td> </tr> <tr> <td>5</td> <td style="text-align: right;">\$294</td> </tr> <tr> <td>6</td> <td style="text-align: right;">\$336</td> </tr> <tr> <td>7</td> <td style="text-align: right;">\$364</td> </tr> </tbody> </table>	Credit Hour	Pay Rate	1	\$70	2	\$140	3	\$210	4	\$252	5	\$294	6	\$336	7	\$364
Credit Hour	Pay Rate																
1	\$70																
2	\$140																
3	\$210																
4	\$252																
5	\$294																
6	\$336																
7	\$364																
<b>Supervising Student Teachers</b>	Practicum - \$300/student/semester Student teaching - \$700/student/semester																
<b>Applied Music Faculty</b>	\$60/hour per lesson hour, service on jury committee, chamber music or sectional coaching.																
<b>Performance Ensembles</b>	\$1000 stipend.																
<b>Moot Court</b>	\$500 per semester.																
<b>Course Reduction Fee</b>	\$300 if course is cancelled within three weeks of the date of the first class, plus the pro-rated amount for classes taught if the course is cancelled after classes begin.																
<b>Supervising Substantial Research Papers</b>	\$200 per student.																

\*Employees cannot be required to perform duties for which they are not compensated.