

COLLECTIVE BARGAINING AGREEMENT

between

GEORGETOWN UNIVERSITY

and

THE GEORGETOWN ALLIANCE OF GRADUATE EMPLOYEES (GAGE),

AMERICAN FEDERATION OF TEACHERS (AFT), LOCAL 06440

EFFECTIVE AUGUST 18, 2023 - JUNE 30, 2027

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PREAMBLE

Georgetown University, hereinafter referred to as “the University,” and Georgetown Alliance of Graduate Employees - American Federation of Teachers (GAGE-AFT), hereinafter referred to as “the Union,” value and respect the role of the Graduate Student Assistants (as defined below) covered by this Agreement as essential contributors to a learning community. Our relationship is one of harmony, trust, and cooperation toward a common objective of providing an exceptional education and research experience for the University’s students and faculty.

We believe in effective communication, mutual respect, and meaningful involvement of Graduate Student Assistants in setting the terms of their service to the institution. In the spirit of the University’s Just Employment Policy, the University respects the Graduate Student Assistants’ choice to organize and to be represented by the Union through a secret ballot election administered by the American Arbitration Association without intimidation, unjust pressure, undue delay or hindrance. The Union recognizes and supports the University’s commitment to provide the very best in educational opportunities to all students. The University recognizes and respects the Union’s commitment to advocating for the interests of its members.

The nature of our relationship is reflected in our ongoing collaboration to resolve issues of mutual interest and as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the Grievance and Arbitration Procedures outlined in this Agreement, including its emphasis on informal resolution.

The Parties are committed to promoting an awareness, understanding, and respect of diverse interests, viewpoints, and experiences, and recognize the value such diversity has in providing a high-quality educational experience to every student. A culture that encourages collaboration and respect is vital to a positive educational environment conducive to the success of the University’s students. As institutions fully committed to gender inclusivity, the University and the Union agree to use “they,” “their,” and “them” as singular, gender-neutral pronouns throughout this Agreement.

ARTICLE I RECOGNITION AND DEFINITION OF UNIT

Section 1: Pursuant to and in conformity with the certification issued by the American Arbitration Association on November 9, 2018 in Election No. 01-18-0003 8840, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and all other subjects of bargaining, excluding subjects defined as "Academic Issues Not Subject to Negotiation" in Appendix A of the parties' April 2, 2018 Agreement, for all Graduate Student Assistants in the bargaining unit defined in Section 2 of that same Agreement.

Section 2:

- a. The bargaining unit, as defined in Section 2 of the parties' April 2, 2018 Agreement, includes all graduate students enrolled in Georgetown University Graduate School of Arts & Sciences graduate degree programs (Ph.D. and Masters) and who are serving as Ph.D. Research Assistants, Ph.D. Teaching Assistants, Ph.D. Teaching Associates, Graduate Research Assistants, Graduate Teaching Assistants, Student Research Assistants, and Student Teaching Assistants (collectively, these positions shall be referred to as "Graduate Student Assistants" in this Agreement).
- b. The bargaining unit shall exclude all graduate students in the Law Center and the School of Medicine; all undergraduate students; all adjunct or full-time faculty members; all supervisors, managers or administrators; all faculty and staff who are enrolled using TAP benefits; and all other students or employees who are not specifically included in the unit as defined in paragraph 2(a) above.

Section 3: If the University creates a new classification of Graduate Student Assistants that performs the same or similar duties as the classifications listed above, the University will notify the Union at least thirty (30) days before the new classification takes effect.

ARTICLE II MANAGEMENT RIGHTS

Section 1: The University retains the exclusive right and sole discretion to make decisions and take actions on all "Academic Issues Not Subject to Negotiation" as defined in Appendix A of the parties' April 2, 2018 Agreement. The University's decisions and actions on those Academic Issues shall not be subject to the Grievance and Arbitration Procedures under this Agreement.

Section 2: All other rights, functions, and prerogatives of management, whether written or unwritten, which have not been modified or restricted by an express written provision of this Agreement, are retained by the University and may be exercised by the University in its sole discretion. These rights of management shall include, but not be limited to, the right to:

- A. establish, plan, direct and control the University's mission, programs, objectives, activities, resources, and priorities;

- B. establish and administer procedures, rules and regulations, and direct and control University operations;
- C. alter, extend, or discontinue use of existing equipment, facilities, and locations of operations;
- D. determine whether to transfer, contract, or discontinue work and whether to purchase services from others;
- E. determine all matters relating to student admissions, student academic affairs, and student affairs;
- F. determine or modify the number, qualifications, scheduling, responsibilities and assignment of Graduate Student Assistants;
- G. establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- H. hire, retain, discipline, suspend or dismiss Graduate Student Assistants, subject to grievances filed in accordance with Article IX (Grievance and Arbitration Procedures) of this Agreement;
- I. evaluate, determine the content of evaluations, and determine the processes and criteria by which Graduate Student Assistants' performance is evaluated;
- J. establish and require Graduate Student Assistants to observe University rules and regulations;
- K. establish or modify the academic calendars, including University holidays;
- L. assign work locations and schedule hours of work;
- M. determine the materials and equipment to be utilized by Graduate Student Assistants and the methods and means by which work shall be performed and services provided;
- N. determine content, teaching methods, curricula and research programs; and
- O. introduce new methods of research or instruction.

Section 3: The University, in not exercising any right reserved to it in this Article or in exercising any such right in a particular way, does not waive that right or preclude the University from exercising that right in some other way.

ARTICLE III UNION RIGHTS

Section 1: Representatives of the Union will be permitted to transact official business relating to this Agreement with appropriate representatives of the University at mutually agreeable times, provided they follow regular University policies and procedures.

Section 2: The Union shall have the right to communicate with members of the bargaining unit using their University email addresses provided pursuant to Article IV (Notification of Bargaining Unit Information).

Section 3: The Union may place flyers/posters on each unenclosed public bulletin board or kiosk, as well as on walls at designated outdoor locations, or on other designated bulletin boards on campus, subject to the same policies and procedures as other student-related organizations including the University's Policy on Speech and Expression.

Section 4: Union representatives shall be permitted, in accordance with the University's policies and without disrupting the operations of the University, access to all areas of the campus that are open to Graduate Student Assistants for the purpose of communicating and meeting with the Graduate Student Assistants.

Section 5: Union representatives and staff who are Graduate Student Assistants may reserve University meeting or storage space for specific use by the Union by making a request for space according to the University's policies and procedures for the relevant campus. These requests can be made for recurring or extraordinary meetings or other regular use by Union representatives who are Graduate Student Assistants for the purpose of administering this Agreement. Requests for University meeting space can be made by recognized Union representatives who are not Graduate Student Assistants by contacting the Union's main point of contact in the Provost's Office via email. Union representatives and staff who are Graduate Student Assistants shall have the right to request University meeting or storage space when available at any time during each semester. Such meetings shall not interfere with the normal teaching, research, or administrative duties of Graduate Student Assistants.

If the Union is not able to reserve reliable and private space through the University's relevant policies and procedures, the parties will refer this issue to the Labor-Management Committee to discuss and make recommendations on solutions for providing the Union with the space it needs to administer this Agreement.

Section 6: Upon request, the University will provide the Union with the names and telephone numbers of contact persons responsible for scheduling each appointing unit's first new Graduate Student Assistant training session or its first meeting including new Graduate Student Assistants. The Union reserves the right to schedule meetings with Graduate Student Assistants in conjunction with these training sessions, pursuant to Section 5 above. The appointing unit shall coordinate with Union representatives to avoid scheduling other required meetings or

programming for Graduate Student Assistants during the time available to the Union under this Section.

Section 7: In accordance with the rules and regulations of work study programs which the University administers, the University agrees to receive an application from the Union for eligibility as an employer. This provision does not imply endorsement by the University of any outcome with respect to such an application.

Section 8: The University and the Union will publish copies of this Agreement on their respective websites. At the request of the Union, the University will prepare and provide a digital version of this Agreement to the Union, for the purpose of printing and/or distributing paper copies of this Agreement as the Union may see fit.

Section 9: The Union retains the right to bargain on all “Mandatory Subjects of Bargaining” as defined in Appendix A of the parties’ April 2, 2018 Agreement, to the extent those subjects were not raised or discussed in the negotiations that led to this Agreement or the original Agreement. In addition, the Union retains the right to engage in impact bargaining pertaining to the University’s exercise of its Management Rights on issues affecting the occupational health and safety of Graduate Student Assistants in the workplace.

ARTICLE IV NOTIFICATION OF BARGAINING UNIT INFORMATION

Section 1: On the first day of classes each semester, the University will provide the Union with the following information regarding bargaining unit members unless the member has opted out of the disclosure of their directory information pursuant to the Family Educational Rights and Privacy Act (FERPA):

- (A) Name
- (B) University email
- (C) Phone number
- (D) Mailing address
- (E) Home academic department
- (F) Job title
- (G) Degree program
- (H) Degree start date
- (I) Work department
- (J) Union Deduction Status (Dues, Agency Fee, None)

Section 2: The University will provide the Union an updated list of all bargaining unit members (including all information in Section 1) in the second week of October for the Fall semester and in the second week of March for the Spring semester.

Section 3: The University will provide the Union with a list of bargaining unit members (including all information in Section 1) who are expected to serve as Graduate Student Assistants the following academic year. The University will provide such a list by the first workday of August each year.

Section 4: The University will provide the aforementioned lists of bargaining unit members to the Union in Excel format (.xlsx) and/or a Google spreadsheet.

Section 5: The University will provide the Union with a list of bargaining unit members who have graduated or withdrawn from the University twice per academic year: by the first workday of August each year, and by the last workday of December each year.

Section 6: The University shall take reasonable efforts to ensure the aforementioned lists of bargaining unit members are accurate and complete.

Section 7: In addition to the lists of bargaining unit members with their directory information, pursuant to Sections 1, 2, 3, and 5 above, the Union may request each academic year a list showing hours worked by Graduate Student Assistants who work in an hourly position and the pay rates and total pay for all Graduate Student Assistants in that academic year. In order to comply with FERPA, this list will not include any personal identifying information for the Graduate Student Assistants. The list will include the following categories of information:

- (A) Job title
- (B) Degree program
- (C) Degree start date
- (D) Home academic department
- (E) Pay rate
- (F) Pay basis
- (G) Pay period
- (H) Total pay in the academic year
- (I) Total hours worked in the academic year (for any Graduate Student Assistants who work in an hourly position)
- (J) Work department

Section 8: As with respect to all information provided under this Agreement, the Union agrees not to use this information for any purpose other than internal Union administration and communication with these individuals. The University and the Union shall interpret and apply this Article in accordance with FERPA.

ARTICLE V **UNION SECURITY AND DUES/AGENCY FEE DEDUCTION**

Section 1: In no circumstance shall any provision in this Article affect a Graduate Student Assistant's student status, participation in an academic program, or financial aid. Any consequences of this Article shall only apply to their employment as a Graduate Student Assistant.

Section 2: All Graduate Student Assistants shall, within thirty-one (31) calendar days of their appointment, maintain union membership or pay agency fees, as per Section 3. The University and the Union shall cooperate in the administration of this provision by the following:

- A. The Union shall host the authorization form and provide the University with the links to the electronic payroll deduction authorization forms to share with Graduate Student Assistants. The Union will write informational messages for Graduate Student Assistants about the existence of this Agreement and the process for complying with this Article.
- B. The University shall notify Graduate Student Assistants at the time of their hire to a position covered by this Agreement about the existence of this Agreement and the process for complying with this Article. The University shall provide new hires with information about union membership and links to electronic payroll deduction authorization forms in their initial employment packet.
 - i. Ph.D. Graduate Student Assistants who have completed their initial hiring paperwork prior to the effective date of this Agreement will receive the information as described in Section 2B as part of their next service stipend award letter after the effective date of this Agreement.
 - ii. Graduate Student Assistants in hourly positions who have completed their initial hiring paperwork for their position prior to the effective date of this Agreement will receive the information as described in Section 2B from their supervisor within two weeks after the effective date of this Agreement.
- C. The Union shall be allowed to communicate with Graduate Student Assistants about the process for complying with this Article using their University email addresses provided pursuant to Article IV (Notification of Bargaining Unit Information).

D. The Union and the University may choose to cooperate in the administration of this Article in other ways as determined through mutual agreement in the Labor-Management Committee.

Section 3: Graduate Student Assistants shall have the right to, in lieu of union membership, pay an agency fee. The amount of such agency fee shall be determined by the Union, in accordance with applicable law, but it shall in no event be more than the dues uniformly required for members of the Union. The Union shall establish and certify in writing to the University the amount of the Union's dues and agency fees.

Section 4: If a Graduate Student Assistant fails to pay Union dues or the agency fee, the Union may request, in writing, that the University impose an administrative fine of four hundred dollars (\$400) on the Graduate Student Assistant if they are in a stipended position and one hundred dollars (\$100) if they are paid on an hourly basis. The University shall impose the administrative fine upon the Union's request if: (a) the graduate student is serving as a Graduate Student Assistant at the time the Union makes the request to impose the administrative fine; and (b) the Union demonstrates that it provided the Graduate Student Assistant with adequate written notice and an opportunity to correct the failure to pay Union dues or the agency fee. Any administrative fine collected by the University shall be dedicated to the Emergency Assistance Fund (EAF) established in Article XXXVI: Emergency Assistance Fund. Administrative fines allocated to the EAF shall not change the University's budgeting commitments to the EAF, but rather serve as additional funds. These additional funds shall function as a reserve, only to be used in the event that the University's budgeted funds have been exhausted. The Union shall submit to the University the names of Graduate Student Assistants who have paid past owed dues or agency fees and committed to paying future dues or agency fees. The administrative fine shall be removed upon notice of payment of past owed dues or agency fees. The administrative fine shall be imposed during each semester in which a GSA fails to pay union dues or the agency fee as outlined in this Section.

Section 5: The University agrees to deduct voluntary contributions made by Graduate Student Assistants to the Union Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Such contributions are strictly voluntary and can be in any amount as determined by the Graduate Student Assistant.

Section 6: The University shall, during the term of this Agreement, deduct from the portion of a Graduate Student Assistant's stipend or wages attributable to their responsibilities as a Graduate Student Assistant, a sum of dues, agency fees, and/or COPE contributions owed the Union and authorized by the Graduate Student Assistant to be deducted pursuant to a voluntary check-off authorization form executed by the Graduate Student Assistant in accordance with federal labor law.

- A. Either the union membership dues or agency fee authorization form only needs to be completed and submitted once by a Graduate Student Assistant. The record of their authorization will be kept by the Union and shared with the University. The Union will provide the University with a voluntary check-off authorization for each Graduate Student Assistant for whom a payroll deduction is sought. Such authorization will be maintained for other positions covered by this Agreement for as long as the Graduate Student Assistant is a graduate student enrolled at the University.
- B. Within ten (10) working days following the deductions, monies so deducted by the University shall be transmitted electronically to the Union Treasurer or other Union designee. Such deductions shall continue until instruction to cease payroll deductions is given in writing by the Graduate Student Assistant to the Union and the University's Payroll Office.
- C. A Graduate Student Assistant shall be free to revoke their membership dues authorization, agency fee authorization, and/or COPE contribution authorization at any time by notifying the Union in writing, and the Union will promptly remit this to the University. The right to revoke authorization of either membership dues or agency fee does not negate the Graduate Student Assistant's obligation to pay union dues or an agency fee in some other way.
- D. The Union may report missing or incorrect deductions as they become known. In the event that a payroll deduction for a Graduate Student Assistant is processed incorrectly, the University will correct the error in the next pay period after being informed of the error, in writing, by either the Graduate Student Assistant or the Union.

Section 7. The University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article. The Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by a Graduate Student Assistant arising from the University's actions in accordance with this Article.

ARTICLE VI LABOR-MANAGEMENT COMMITTEE

Section 1: There will be a Labor-Management Committee with up to five (5) members representing the Union and up to five (5) members representing the University. The Parties will each designate their own representatives to the Committee.

Section 2: The Committee will meet at least one (1) time each semester to discuss matters necessary to the implementation of this Agreement and of general interest to the Graduate Student Assistants and the University; additional meetings may be added by mutual consent. These meetings shall not be used for negotiations of subsequent Agreements or to discuss pending grievances. If both parties agree it is not necessary to hold one of these meetings, that

meeting may be canceled. Designated representatives of the University and the Union will suggest agenda items prior to each meeting.

Section 3: The Committee's recommendations shall reflect the consensus of the Union and University representatives on the Committee. If a recommendation requires further approval by the University, the Committee's Union and University representatives shall jointly prepare a document reflecting the Committee's recommendation. The University shall retain the final authority with respect to implementing recommendations made by the Committee.

ARTICLE VII REPRESENTATION ON UNIVERSITY DECISION-MAKING BODIES

Section 1. GAGE may elect one (1) Representative who is currently serving as a Graduate Student Assistant to participate in monthly meetings of the Graduate School Executive Committee. This Representative shall participate in these meetings on an *ex officio* basis (without voting privileges), subject to the constraints of this Agreement.

ARTICLE VIII NONDISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. The University and the Union are dedicated to the principles of equal opportunity and freedom from unlawful discrimination. As such, the University and the Union will comply with the provisions of all applicable laws forbidding discrimination and harassment on the basis of any characteristic protected under applicable law as of March 12, 2019 or that subsequently becomes protected and/or as stated in University policies, including age, color, disability, family responsibilities, familial status, gender identity or expression, genetic information, marital status, national origin, personal appearance, political affiliation, race, religion, sex, sexual orientation, source of income, veteran's status, membership or non-membership in the Union, or activity on behalf of or in opposition to the Union. Unlawful discrimination includes unlawful sexual harassment, which is prohibited by the University's Policy Statement on Sexual Misconduct.

Section 2. Filing a complaint of discrimination or cooperating in an investigation of alleged discrimination shall be a protected activity. Retaliatory actions against any individual for initiating or otherwise participating in such protected activities shall be expressly forbidden.

Section 3. A complaint of discrimination based on membership or non-membership in the Union, or activity on behalf of or in opposition to the Union, will be handled through the Grievance and Arbitration Procedure in Article IX of this Agreement. All other complaints of discrimination or harassment by or against a Graduate Student Assistant are excluded from the Grievance and Arbitration Procedure in Article IX of this Agreement and, instead, will be handled according to the relevant University policies and procedures, as follows:

(a) Complaints against faculty or staff. A complaint of discrimination or harassment made by a Graduate Student Assistant against a faculty or staff member will be subject to the grievance procedure administered by the University's Office of Institutional Diversity, Equity and Affirmative Action (IDEAA).

The Graduate Student Assistant may request that interim measures (e.g., modifications of work schedules or assignments, or restrictions on contact between the parties) be taken prior to an investigation by IDEAA or while an investigation is pending. The Graduate Student Assistant may make a request for interim measures to IDEAA, to any Title IX Coordinator, or through the following procedure:

- (1) The Graduate Student Assistant may initiate a request for interim measures with the relevant department chair, program director, or unit head. The department chair, program director, or unit head (or their designee) shall meet with the Graduate Student Assistant within ten (10) working days of the Graduate Student Assistant's request. The Graduate Student Assistant may choose to have a Union representative present during that meeting. The department chair, program director, or unit head shall promptly notify the University's Title IX Coordinator or a Deputy Title IX Coordinator of the Graduate Student Assistant's request. The Title IX Coordinator or the Deputy Title IX Coordinator may participate in the meeting. A University representative shall provide a written response to the Graduate Student Assistant regarding the Graduate Student Assistant's request for interim measures within five (5) working days following the meeting. The University shall provide the Union's President with a copy of the response, unless the Graduate Student Assistant objects to such disclosure. The Union and the University shall protect the confidentiality of the information related to the Graduate Student Assistant's request and shall abide by all relevant laws, regulations, and policies regarding the privacy of this information.
- (2) If the Graduate Student Assistant is unsatisfied with the response to their request for interim measures, the Graduate Student Assistant may, within fifteen (15) working days of the response, appeal to the Title IX Coordinator, who will convene a Committee consisting of: (i) the Title IX Coordinator or a Deputy Title IX Coordinator; (ii) the Vice Dean for the Graduate School (or designee); (iii) the Vice Dean (or designee) for the School in which the Graduate Student Assistant resides; and (iv) a Graduate Student Assistant who is a Union representative and who has received training from the University on its Title IX policies and procedures. A Graduate Student Assistant may continue to serve on the Committee during a non-service semester or year as long as they continue to be enrolled as a graduate student at the University, continue to receive training on the University's Title IX policies and procedures, and are expected to serve as a Graduate Student Assistant in a subsequent semester or year. The Committee shall be authorized to make a final and binding determination of the appropriate interim measures to be taken based on the Graduate Student Assistant's request. The Committee shall meet with the Graduate Student Assistant within fifteen (15) working days of the Graduate Student Assistant's appeal. The Committee shall issue a written decision within fifteen (15) working days following the meeting, and the Union's President shall be copied when the

decision is sent to the Graduate Student Assistant, unless the Graduate Student Assistant objects to such disclosure. The Union and the University shall protect the confidentiality of the information related to the Graduate Student Assistant's request and shall abide by all relevant laws, regulations, and policies regarding the privacy of this information.

(b) Complaints against students. A complaint of discrimination or harassment against a Graduate Student Assistant or any other student should be reported to a Deputy Title IX Coordinator or to the University's Office of Student Conduct.

(c) Confidential counselors. If a Graduate Student Assistant is unsure about making a Title IX report or filing a complaint with the University's Office of Student Conduct or IDEAA, the Graduate Student Assistant may contact a confidential counselor through the Sexual Assault Response and Prevention Services/Health Education Services (HES) or Counseling and Psychiatric Services (CAPS).

(d) Police Reports. In addition to the procedures and resources above, a Graduate Student Assistant who is the victim of sexual misconduct may file a report with the Georgetown University Police Department (GUPD) or the Metropolitan Police Department (MPD).

Section 4. A Graduate Student Assistant may choose to have a Union representative serve to advise, represent and support the Graduate Student Assistant in accordance with the relevant University policies and procedures.

Section 5. Nothing in this Article is intended to conflict with University policies and procedures on discrimination, harassment or sexual misconduct.

Section 6. Notwithstanding any other provision of this Agreement, the University shall 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 University to be necessary to effect reasonable accommodations. The Union and its members shall cooperate with the University's compliance obligations.

ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: The objective of the Union and the University is to secure, at the lowest possible step of the grievance procedure, a fair and equitable resolution of grievances. The orderly processes herein set forth shall be the sole and exclusive method used for resolution of grievances as that term is herein defined.

Section 2:

(a) A grievance is a disagreement arising under and during the term of this Agreement concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

(b) If a grievance is filed concerning a violation of Article VIII (Nondiscrimination and Affirmative Action), that grievance shall be handled in accordance with Article VIII, Section 3.

(c) No grievance may be submitted or pursued concerning subjects that are defined as "Academic Issues Not Subject to Negotiation" in Appendix A of the parties' April 2, 2018 Agreement. Those academic issues are excluded from this grievance and arbitration procedure.

(d) When more than one Graduate Student Assistant has a grievance involving common fact(s) and provision(s) of the Agreement and seeking a common remedy, the Union may process the grievance on behalf of named and all similarly-situated Graduate Student Assistants. If the Graduate Student Assistants in this group are from more than one department or unit, the grievance shall be submitted by the Union at Step Two of the grievance procedure within twenty-five (25) working days following reasonable knowledge of the facts giving rise to the grievance.

Section 3:

(a) A grievant may have a Union representative present at either or both steps of the procedure. The Union Grievance Committee, the composition of which will be determined by the Union, has the final decision in filing formal grievances and appeals with the University at each Step of this process. The Union shall be the exclusive representative of the Graduate Student Assistant in the grievance procedure. A Graduate Student Assistant shall not be permitted to be represented by their personal attorney in the grievance procedure. If the Graduate Student Assistant is simultaneously pursuing litigation relating to the same claim as the grievance and is seeking the same or similar remedy, the Graduate Student Assistant must choose between pursuing the litigation or pursuing the grievance, with representation by the Union. If the Graduate Student Assistant chooses to pursue the litigation, the grievance relating to the same claim and seeking the same or similar remedy shall not be processed further and the Union will have no further duty of representation regarding such grievance. Nothing in this Agreement shall preclude the Graduate Student Assistant from filing a charge with the NLRB, EEOC, Department of Labor, or other government agency.

(b) The Union and University may agree to modify the time limits in either step of the grievance procedure. Agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied by the University or the Union.

(c) Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not submitted or appealed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

(d) Failure by the University at any step to communicate its answer within the specified time limits shall permit the Union to proceed to the next step.

(e) The Union shall provide the University with the names and email addresses of its officials and Grievance Committee members and any changes therein. The University will provide the Union with the names and email addresses of its representatives or designees at Step Two, which may depend on the department or unit involved in the grievance.

Section 4: The following procedure shall be the sole and exclusive means for resolving grievances. A prompt and efficient method of settling grievances, as defined in Section 2, is both desirable and necessary. Notwithstanding the availability of the formal grievance procedure in this Section, the parties agree that an informal resolution of any dispute is desirable. Therefore, before filing a formal grievance at Step One, Graduate Student Assistants are encouraged to raise any issues or concerns with their immediate supervisor so that the issue or concern can be resolved informally. An informal resolution reached prior to the filing of a grievance at Step One shall be acceptable as long as the Graduate Student Assistant(s) and their immediate supervisor (or designee) are satisfied with the resolution and said resolution does not violate the terms of this Agreement, except that the parties may mutually agree to accept a resolution that is beyond the Step One timeline designated below. Any informal resolution reached may not be used to establish a precedent for the future interpretation or application of this Agreement.

Step One: The Union may formally submit a grievance, in writing, to the relevant Department Chair or Program Director (or their designee), provided that the written grievance is submitted within twenty-five (25) working days following reasonable knowledge of the facts giving rise to the grievance. The grievance shall be dated and signed by the aggrieved Graduate Student Assistant(s) and a Union Representative (or only a Union Representative if it is a group grievance as defined in Section 2(d) above) and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated, and the remedy desired.

Within fifteen (15) working days of submission of the written grievance, the relevant Department Chair or Program Director (or their designee) shall meet at a mutually convenient time and place with the Union Representative and the aggrieved Graduate Student Assistant(s) in an attempt to resolve the grievance. The grievance will be answered in writing and a copy of the written answer shall be submitted to the chairperson of the Union Grievance Committee within fifteen (15) working days following the meeting.

Step Two: Except as otherwise provided in this Article, if the grievance is not resolved at Step One, the grievance may be appealed by the Union Grievance Committee to the designee of the Graduate School of Arts and Sciences (GSAS), provided that the written appeal is submitted to the designee of the GSAS within twenty-five (25) working days following submission by the University of the Step One answer. Within fifteen (15) working days of the submission of the Step Two appeal to the designee of the GSAS, and at a mutually convenient time and place, the designee of the GSAS shall conduct a meeting for discussion of the grievance with the Union. The grievance will be answered in writing and a copy of the written answer shall be submitted to the chairperson of the Union Grievance Committee within fifteen (15) working days following the meeting.

Section 5:

(a) A grievance which is not resolved at Step Two may be appealed to arbitration by the Union, provided that written notice of intent to arbitrate is submitted to the designee of the GSAS within twenty-five (25) working days following submission of the Step Two answer by the designee of the GSAS. If no such notice is given within the prescribed time limit set forth in this section, the grievance shall not be arbitrable.

(b) Following the written notice to the designee of the GSAS, the University and the Union shall attempt to select an arbitrator. If an arbitrator is not selected by mutual agreement within five (5) working days following receipt of the written notice, the Union, within the next ten (10) working days only, may request the American Arbitration Association (AAA) to submit a list of five (5) qualified labor arbitrators who are members of the National Academy of Arbitrators, none of whom may be an employee of the University or an employee or member of the Union. If none of the arbitrators on the second list is mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as the arbitrator for that grievance. Unless otherwise mutually agreed, each arbitration shall deal with no more than one (1) grievance.

(c) Any grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

1. The Union shall notify the arbitrator of selection and upon acceptance shall forward to the arbitrator a copy of the grievance, the University's answer at Step Two, the Union's notice of intent to arbitrate, and a copy of the Agreement.
2. Upon receipt of this communication, the arbitrator shall set the time for hearing the issue or issues submitted for decision. The hearing shall be held in Washington, DC unless otherwise agreed by both the Union and the University.
3. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses.
4. Upon request of either the University or the Union or both, a transcript of the hearing shall be made and furnished to the arbitrator with the University and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
5. At the close of the hearing, the arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
6. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section 2, submitted to the

arbitrator consistent with this Agreement and considered by the arbitrator in accordance with this Agreement.

7. The arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement. The arbitrator also shall not have any authority to order discipline against a faculty member or University employee.

8. The fees and expenses of the arbitrator shall be split equally by the University and the Union.

9. The arbitrator shall render the decision in writing within forty-five (45) calendar days following the hearing or the submission of post-hearing briefs, whichever is later, unless the parties agree to a longer period of time.

10. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the Graduate Student Assistant(s) involved.

11. The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

ARTICLE X NO STRIKE/NO LOCKOUT

Section 1. The University and the Union agree that disputes which arise between them over the provisions or administration of this Agreement shall be settled in accordance with the Grievance and Arbitration Procedures outlined in Article IX of this Agreement. The Union, its representatives, agents, and bargaining unit members will not call, instigate, engage or participate in, encourage, support, condone or sanction, any strike, sympathy strike, sit-down, slowdown, walkout, withholding or delaying of grades, refusal to work, or any other concerted action against or interference with the normal operations of the University, in cases where such disputes arise under this Agreement or any extension thereof. Any Graduate Student Assistant who engages in the aforementioned activity may be subject to discipline as described in Section 3 of this Article; however, nothing in this Section shall be construed to limit the participation of individual Graduate Student Assistants in any lawful demonstrations or protest activity that is unrelated either to their assigned duties as Graduate Student Assistants or to the provisions or administration of this Agreement.

Section 2. Upon notification by the University to the Union that a Graduate Student Assistant(s) covered by this Agreement is alleged to be in violation of Section 1 of this Article, the Union shall immediately contact the Graduate Student Assistant(s) and inform them that such action is prohibited by this Agreement and that the Graduate Student Assistant(s) should cease the violation. The Union's efforts to communicate this to the Graduate Student Assistant(s) shall

include, but not be limited to, calling, sending a written notice to, and attempting to schedule an in-person meeting with the Graduate Student Assistant(s) within twenty-four (24) hours to state that their behavior is not authorized by the Union and must be discontinued immediately. The Union will copy the University on all written correspondence associated with the efforts described in this Section.

Section 3. A Graduate Student Assistant who violates Section 1 shall be subject to immediate disciplinary action up to and including dismissal from their Graduate Student Assistant role, without further compensation, and may be subject to discipline under the University's student code of conduct.

Section 4. Any grievance alleging a violation of this Article shall be submitted directly to arbitration under Article IX, Section 5 on an expedited basis. The Arbitrator for purposes of this expedited arbitration shall be the Arbitrator designated under Section 8 of the parties' April 2, 2018 Agreement. The only issues under consideration in arbitration shall be (1) whether or not a violation of this Article has occurred and (2) the extent to which the level and type of disciplinary action by the University were proportionate to the violation.

Section 5. In the event of a strike by other employees of the University, no Graduate Student Assistant shall be required to perform work that was previously performed by a striking employee.

Section 6. If the Union, through its officials, performs its obligations as set forth in this Article, the University agrees that it will not file or prosecute any action for damages against the Union or its officials.

Section 7. The University agrees that it shall not lock out any of the Graduate Student Assistants covered by this Agreement.

ARTICLE XI OPEN GRADUATE STUDENT ASSISTANT POSITIONS

Section 1: Open Graduate Student Assistant positions shall be posted on the University's student employment webpage (for Masters level positions) or advertised electronically by the University, School, or Department (for Ph.D. level positions) depending on the nature of the position. Open positions are those positions not used to fulfill a commitment of support made to a student, either (a) at the time of admission or (b) under an existing advising relationship with a faculty member(s).

Section 2: All postings shall contain the following information:

- A. An employment non-discrimination statement.
- B. Classification and job descriptions.

C. Procedures regarding the application and re-application process including the name and location of the office where inquiries and applications may be made.

D. Hiring criteria.

E. Job requirements and qualifications.

F. Deadlines for application, acceptance and notification.

G. The rate of pay.

H. The average weekly hours.

I. Supervisor (if known at the time of posting).

Section 3: The determination of available Graduate Student Assistant positions, qualifications for appointment and responsibilities are academic decisions that are not subject to this Agreement or the Grievance and Arbitration Procedures in Article IX. Graduate Student Assistants' course or research assignments, as well as the assignment of a supervising faculty member, are also academic decisions that are not subject to this Agreement or the Grievance and Arbitration Procedures in Article IX.

Section 4: Positions shall remain posted and open for applicants for no less than five (5) working days, except in emergency situations.

Section 5: For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than five (5) working days after the position is posted.

ARTICLE XII **CANCELLATION OF POSITION**

Section 1. If an individual accepts appointment to a Graduate Student Assistant position for one or more semesters in an academic year, or a summer session, and the position offered is eliminated or reduced for non-disciplinary reasons (within the meaning of Article XVII), the University shall notify the affected individual and the Union two (2) weeks in advance of the cancellation. If notice is not given two (2) weeks in advance of the position's cancellation, the University will ensure that the individual:

A. Is given an alternative appointment in a bargaining unit position that provides equivalent compensation to that of the original appointed position,

OR, should an alternative appointment for which the Graduate Student Assistant is qualified not be available,

B. Receives two (2) weeks of equivalent compensation in lieu of an alternative bargaining unit position.

Section 2. For Graduate Student Assistants who are compensated on an hourly basis, the two (2) weeks of equivalent compensation shall be based on the average number of hours that the Graduate Student Assistant worked each week in that position.

Section 3. For purposes of this Article, the term "appointment" refers to the commitment made to the Graduate Student Assistant in the appointment or offer letter for the relevant position.

ARTICLE XIII SCOPE OF WORK

Section 1: Graduate Student Assistants are expected to assist in research, teaching, or other matters of an academic nature. Recognizing that hours spent on a work assignment have an impact on the ability of the Graduate Student Assistant to complete their coursework, exam preparation, and research, the University and the Union agree that:

1. The Union acknowledges that the specific hours worked each week will fluctuate for some Graduate Student Assistants due to the nature of their work. The Union also acknowledges that the work of a Graduate Student Assistant may overlap with their academic work in the degree program.
2. The time devoted to being a Research Assistant while being paid on a stipend should not exceed an average of 15 hours per week, unless the research being conducted is integral to a Research Assistant's dissertation research. In such cases, the 15-hour limit does not apply.

Section 2: The University recognizes that many international Graduate Student Assistants' visas (e.g., F-1 and J-1 visas) prohibit them from working more than 20 hours per week. The University is committed to providing advice and assistance to Graduate Students Assistants who are responsible for meeting these requirements.

ARTICLE XIV ACCESS TO WORKPLACE RESOURCES

Section 1: The Parties to this Agreement recognize the importance for Graduate Student Assistants to be able to access and use computers, printers, peripherals, accessories, and secure storage space on campus to fulfill their professional duties as Graduate Student Assistants. To that end, as determined by the University's program director, academic unit head, or department chair, the University will provide Graduate Student Assistants in the bargaining unit access to the tools necessary to perform their professional duties including, but not limited to, laptop lending programs, access to desktop computers, peripherals, components and necessary software licenses for the time period determined by the University's program director, academic unit head, or department chair, not to exceed the time period of the Graduate Student Assistant's work assignment.

Section 2: Conforming to UIS policies 102 (Computer Systems Acceptable Use Policy) and 202 (Software Applications Management Policy) as well as the Minimum Security for Endpoints policy from UIS and Article IX, section F of the Graduate Student Handbook (Computer Systems Acceptable Use Policy) and associated procedures and guidelines as they may be amended from time to time, the Parties to this Agreement recognize the importance of confidentiality and the protection of the privacy of Graduate Student Assistants. The University will balance the desire for privacy with the need for protecting University-owned resources, as reflected in these policies. Upon receiving a University-owned device, Graduate Student Assistants may contact UIS with questions about software installed on the University-owned device, their detailed capabilities, features and functions as well as policies in place governing their use by UIS or the University. In addition, the Union retains the right to discuss in the Labor-Management Committee issues pertaining to the protection of the privacy and confidentiality of Graduate Student Assistants as they relate to the University's policies on the use of University-owned computer systems and software and any changes to those policies.

Section 3: All Graduate Student Assistants shall be able to access the physical offices, laboratories, and other spaces of the department in which they are working as needed in order to fulfill their professional duties as Graduate Student Assistants, subject to all relevant Department, School, and University policies.

ARTICLE XV EVALUATIONS

Section 1. If the University intends to develop or implement a formal procedure for evaluating Graduate Student Assistant performance, the Parties will discuss that new procedure in the Labor-Management Committee. This Article does not apply to evaluation procedures that are administered at the department level.

ARTICLE XVI MISCONDUCT IN RESEARCH

Section 1. Research performed by Graduate Student Assistants is subject to the University's policies and procedures on academic integrity, which are published in the Graduate Bulletin.

Section 2. Any Graduate Student Assistant that submits allegations of research misconduct that were made in good faith will be protected by Georgetown University's Whistleblower Protection Policy.

ARTICLE XVII PAYDAY

Section 1: A Graduate Student Assistant shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties they performed, provided the Graduate Student Assistant has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2: Graduate Student Assistants shall receive an itemized pay stub identifying any applicable tax withholdings; this shall normally be available in electronic form.

Section 3: Graduate Student Assistants may be paid through direct deposit if they provide the relevant information according to the University's normal procedures.

Section 4: In the event that an error on the part of the University prevents the timely payment of a Graduate Student Assistant, the Graduate Student Assistant may request and receive payment by contacting the Payroll Office during normal business hours. In such cases, the University shall provide payment through whatever means are most expedient, including (but not limited to) the issuance of a physical check payment, and shall endeavor to provide payment whenever possible within three (3) business days.

ARTICLE XVIII DISCIPLINE OR DISMISSAL

Section 1: Graduate Student Assistants shall be subject to discipline or dismissal from their Graduate Student Assistant position only for just cause. Discipline or dismissal as used in this Article refers to actions taken against a Graduate Student Assistant based only on service-related misconduct or service-related performance. Actions taken by the University based on academic performance are not subject to this Agreement or the Grievance and Arbitration Procedures in Article IX.

Section 2: It is recognized that Graduate Student Assistant appointments cease at the end of a designated period, and the cessation of such an appointment is not subject to the just cause standard. The University's decision not to offer an appointment or re-appointment to a Graduate Student Assistant is not subject to the just cause standard. The just cause standard only applies to disciplinary action for service-related misconduct or service-related performance during the term of an appointment. The term of an appointment shall be defined according to the appointment or offer letter provided to the Graduate Student Assistant for a particular position.

Section 3: The University shall have the right to place a Graduate Student Assistant on paid administrative leave while the University investigates alleged service-related misconduct that may result in discipline. Being placed on paid administrative leave shall not constitute disciplinary action within the meaning of this Article.

Section 4: Both the University and the Union encourage the use of informal feedback or direction provided to a Graduate Student Assistant. Such feedback or direction shall not be considered disciplinary action unless it is designated as such in writing. Nonetheless, the Graduate Student Assistant must make a reasonable effort to comply with such feedback or direction.

Section 5: The University's decision to change a Graduate Student Assistant's course or research assignment shall not constitute disciplinary action within the meaning of this Article.

Such decisions are academic decisions that are not subject to this Agreement or the Grievance and Arbitration Procedures in Article IX.

Section 6: A Graduate Student Assistant shall be entitled to Union representation at a disciplinary conference, upon request. During the conference, the Graduate Student Assistant shall be apprised of the reason for the discipline and shall have an opportunity to respond. The Union representative shall be entitled to advise and support the Graduate Student Assistant, but shall not interfere with the conference or obstruct a direct conversation between the University and the Graduate Student Assistant. If a Graduate Student Assistant's request for a Union representative will unreasonably delay the conference, the University may proceed to issue the discipline and forego the conference.

Section 7: A Graduate Student Assistant who is disciplined or dismissed within the meaning of this Article shall be entitled to file a grievance as provided in Article IX of this Agreement. The Graduate Student Assistant shall have twenty-five (25) working days from the date of the disciplinary action to file a grievance at Step 1 of the grievance procedure.

ARTICLE XIX OFF-CAMPUS HOUSING

Section 1: Georgetown will update its off-campus housing website and will send a link to all Graduate Student Assistants. The Parties may continue to discuss the content of the website in the Labor-Management Committee.

ARTICLE XX SUPPORT OF VISA AND IMMIGRATION PROCESS FOR GRADUATE STUDENT ASSISTANTS

Section 1: The University is fully committed to providing a safe and welcoming environment for all members of the bargaining unit, regardless of immigration status.

Section 2: The University affirms its commitment to helping Graduate Student Assistants admitted under F-1 and J-1 visas navigate the immigration process. The Office of Global Services will continue to provide advice and assistance to Graduate Student Assistants with respect to their rights and responsibilities as international students, the rules and regulations governing their immigration status, and travel out and reentry into the United States.

Section 3: Graduate Student Assistants are responsible for their immigration paperwork and the timely initiation of the immigration process.

Section 4: In the event a Graduate Student Assistant is unable to report to work for an extended period of time due to an immigration related matter, such as when the Graduate Student Assistant is not permitted to return to the United States, the University shall make every reasonable effort to secure the Graduate Student Assistant an available, comparable position that the Graduate Student Assistant is qualified to perform when the Graduate Student Assistant is able to return to campus.

Section 5: The University's Office of Global Services (OGS) will process Form I-20 and Form DS-2019 applications, and issue an updated Form I-20, containing the notation indicating that the Graduate Student Assistant is applying for Optional Practical Training (OPT), within four (4) weeks following the complete submission of required documents, including the documents identified on OGS's website, from the Graduate Student Assistant, and no later than sixty (60) days before the program-specific mandatory arrival date, except in unusual circumstances. If further document submission is required after processing begins, the application processing timeline restarts and will be completed within four (4) weeks after the Graduate Student Assistant submits the further required document(s), except in unusual circumstances. This completion timeline requirement applies towards, but is not limited to, a change of status application and program transfer.

ARTICLE XXI **SUPPORT FOR UNDOCUMENTED STUDENTS**

Section 1. The University affirms its commitment to supporting undocumented students and their families, as set forth in the University's 2019 Solidarity Statement.

Section 2: In accordance with current University policy as outlined by Undocumented Student Resources:

- (a) The University welcomes and supports students of all backgrounds without regard to their immigration status.
- (b) The University will not release information regarding undocumented student immigration status to the Department of Homeland Security, unless legally compelled to do so.
- (c) The University will continue to make resources and guidance, including legal aid, available to undocumented students.
- (d) Graduate students will not be held or arrested by the Georgetown University Police Department (GUPD) on the basis of immigration status alone. GUPD does not have the responsibility to enforce federal laws regarding immigration status and will not ask students about their immigration status.

Section 3: Upon request, the University will provide the Union with information regarding any University-wide working groups convened for undocumented students, including the availability and process to participate in any such working group.

Section 4: The University will notify the Union if the University learns of an immigration investigation regarding a Graduate Student Assistant, to the extent the Graduate Student Assistant consents to notifying the Union and there are no other legal restrictions on such notification.

Section 5: In the event that the University is served with a validly executed search or arrest warrant, the University shall arrange for the questioning of a Graduate Student Assistant to occur in a private location on campus, to the extent that the Graduate Student Assistant consents and that the officer(s) serving the warrant permit(s) such arrangements to be made.

ARTICLE XXII UNIVERSITY HOLIDAYS AND CLOSURES

Section 1. The University's academic holiday schedule shall be applicable to Graduate Student Assistants. If, however, a Graduate Student Assistant is required to perform service responsibilities on a University academic holiday, the Graduate Student Assistant shall be provided reasonable advance written notice of that requirement and shall be granted an equal amount of time off during the period of the Graduate Student Assistant's appointment. The time off shall be scheduled on date(s) that are mutually agreeable to the Graduate Student Assistant and their supervisor. Because the service responsibilities for a particular Graduate Student Assistant position can vary, the Graduate Student Assistant and the supervisor shall discuss, at the beginning of a semester, the supervisor's expectations regarding service responsibilities that will likely overlap with the University's academic holiday schedule. If, during that discussion, the supervisor informs the Graduate Student Assistant of likely overlaps with University academic holidays, the Graduate Student Assistant will inform the supervisor of any personal conflicts, and the supervisor will make a reasonable effort to accommodate those personal conflicts in as much as the service responsibilities of the position will allow. This Article does not address the performance of academic responsibilities on a University academic holiday, as those responsibilities are beyond the scope of collective bargaining under the Parties' April 2, 2018 Agreement.

Section 2. The University's policy on operating status during inclement weather or other emergencies shall be applicable to Graduate Student Assistants.

Section 3. Graduate Student Assistants are not obligated to perform service responsibilities on days outside the Graduate Student Assistant's 9-month or 12-month appointment. This includes the summer for Graduate Student Assistants on a 9-month appointment. This also includes the winter holiday break for Graduate Student Assistants on a 9-month or 12-month appointment, except as provided in Section 1.

ARTICLE XXIII PERSONAL DAYS

Section 1. The University will not unreasonably deny a Graduate Student Assistant's request for a reasonable number of days off due to illness or injury (which can include the illness or injury of an immediate family member requiring care from the Graduate Student Assistant), observance of religious holidays that are not designated as University holidays, bereavement following the death of an immediate family member, jury duty or other court appearances, or other reasonable justifications. For purposes of this Article, an "immediate family member" is

defined as the Graduate Student Assistant's spouse, parents, legal guardian, children, grandparents, siblings, or any person who stands in the same relationship.

Section 2. A Graduate Student Assistant's stipend will not be reduced because of an approved personal day. A Graduate Student Assistant who is compensated on an hourly basis will, upon request, be provided an opportunity to perform work on another day(s), to the extent possible, so that the Graduate Student Assistant does not lose compensation because of an approved personal day. In the event that a Graduate Student Assistant is unable to reschedule hourly work due to hospitalization or other emergency circumstances, they will be eligible to apply to the Emergency Assistance Fund for the compensation they would have received for hours worked on said personal day(s).

Section 3: A Graduate Student Assistant may be required to provide documentation in support of their request for a personal day. A request for more than five (5) consecutive days off should be handled in accordance with Article XXIV (Leaves of Absence from Assistantship). This Article only addresses a Graduate Student Assistant's request for days off from their service responsibilities. This Article does not address a Graduate Student Assistant's academic responsibilities, as those responsibilities are beyond the scope of collective bargaining under the Parties' April 2, 2018 Agreement.

ARTICLE XXIV LEAVES OF ABSENCE FROM ASSISTANTSHIP

Section 1: Definition of Leave from Assistantship. For purposes of this Article, a leave of absence is defined as any period of longer than five (5) days during which the University excuses a Graduate Student Assistant from their Graduate Student Assistant responsibilities. The Article does not address leaves of absence from academic responsibilities, which are beyond the scope of collective bargaining under the Parties' April 2, 2018 Agreement.

Section 2: Medical Leave. A Graduate Student Assistant may take a medical leave of absence for pregnancy, surgery, severe and prolonged illness, or other significant health issues. If a Graduate Student Assistant wishes to request a leave of absence in order to care for an immediate family member who has a serious health condition, such a request will be handled as a personal leave of absence as defined in Section 6 below.

A. A Graduate Student Assistant may request medical leave from assistantship work without requesting a Voluntary Medical Leave of Absence as defined by the Graduate Bulletin. A Graduate Student Assistant may request a medical leave of absence by contacting their Dean's office as well as the Student Health Center or the Counseling and Psychiatric Services. The Graduate Student Assistant may be required to provide documentation from a medical professional in support of their request for a medical leave of absence. International students should consult with the Office of Global Services about the visa consequences of taking a medical leave of absence.

B. A doctoral Graduate Student Assistant may elect to continue to receive their assistantship stipend during a medical leave of absence of up to six (6) weeks in length in one continuous academic year. During this period of medical leave, the Graduate Student Assistant will be relieved of their assistantship duties. The Graduate Student Assistant will be assigned assistantship duties during the remainder of the semester (before and/or after the medical leave).

C. Alternatively, a doctoral Graduate Student Assistant may decline assistantship funding during the semester of medical leave, deferring that funding to a one (1) semester extension of the period of support.

D. Graduate Student Assistants who are supported by external research grants, fellowships, or awards must follow the policies of their funding agency. Many funding agencies and organizations defer to the institutional policies of the student's university, but if a funding agency or organization has its own policy, the rules of the granting agency or organization will prevail. If fellowship benefits are suspended or deferred during this period, and the appropriate documentation is submitted, the Graduate School will assume funding responsibility for the period during which the student is on a medical leave.

E. A Graduate Student Assistant who is compensated on an hourly basis will not receive such hourly compensation during a medical leave of absence.

F. During a medical leave of absence, a Graduate Student Assistant who is enrolled in the Student Health Insurance Premier Plan shall remain eligible for student health insurance coverage pursuant to the Premier Plan's Medical Leave of Absence provision. The Graduate Student Assistant shall also, consistent with Article XXXIII (Tuition) of this Agreement, remain eligible for tuition remission during a medical leave of absence.

G. The University will make alternative arrangements to cover the Graduate Student Assistant's assignments during a medical leave of absence or for the duration of the semester in which such a leave takes place, if such arrangements are necessary.

H. A Graduate Student Assistant must contact both the Graduate School and the Student Health Center in advance of their return from a medical leave of absence. The Graduate Student Assistant may be required to provide additional documentation from a medical professional before returning from a medical leave of absence. Upon return, the Graduate Student Assistant shall be assigned to the same position, if available, or a similar position as the Graduate Student Assistant held before the medical leave of absence, with equivalent benefits and pay.

Section 3: Parental Leave. A Graduate Student Assistant may take parental leave if they are the primary and full-time caregiver of a newborn child or a child five (5) years old or younger who is newly placed in the home. The following procedures shall apply to a request for parental leave:

- A. Except under extenuating circumstances, the Graduate Student Assistant must submit a written request no less than three (3) months before the expected date of the start of the leave to the Graduate School's Associate Dean for Academic Affairs. The Graduate Student Assistant must provide documentation to the Graduate School sufficient to demonstrate that they are the full-time primary care provider of the child.
- B. Graduate Student Assistants may request a medical leave of absence in conjunction with a parental leave. International students should consult with the Office of Global Services about the visa consequences of receiving either voluntary medical leave or parental leave. This consultation should occur prior to the submission of the request for parental leave to the Graduate School.
- C. A doctoral Graduate Student Assistant may elect to continue to receive their assistantship stipend for up to eight (8) weeks of paid leave within four (4) months following the birth, adoption, or foster placement of a child. During the period of parental leave, the Graduate Student Assistant will be relieved of their assistantship duties. The Graduate Student Assistant will be assigned assistantship duties during the remainder of the semester (before and/or after the parental leave).
- D. If a doctoral Graduate Student Assistant wishes to take unpaid parental leave for the semester in which the birth, adoption, or foster placement of a child occurs, or the following semester (but not both), they may decline assistantship funding during the semester of the parental leave and defer that funding to a one (1) semester extension of the period of support.
- E. Graduate Student Assistants who are supported by external research grants, fellowships, or awards must follow the policies of their funding agency. Many funding agencies and organizations defer to the institutional policies of the student's university, but if a funding agency or organization has its own policy, the rules of the granting agency or organization will prevail. If fellowship benefits are suspended or deferred during this period, and the appropriate documentation is submitted, the Graduate School will assume funding responsibility for the period during which the student is on an approved parental leave.
- F. A Graduate Student Assistant who is compensated on an hourly basis will not receive such hourly compensation during a parental leave.
- G. During parental leave, an eligible Graduate Student Assistant who is enrolled in the Premier Plan shall remain covered through the end of the Plan Year. The Graduate Student Assistant shall also, consistent with Article XXXIII (Tuition) of this Agreement, remain eligible for tuition remission during a parental leave.
- H. The University will make alternative arrangements to cover the Graduate Student Assistant's assignments during a parental leave or for the duration of the semester in which such a leave takes place, if such arrangements are necessary.

I. A Graduate Student Assistant returning from an approved parental leave shall be assigned to the same position, if available, or a similar position as the Graduate Student Assistant held before the parental leave, with equivalent benefits and pay.

Section 4: Family Leave. A Graduate Student Assistant may take a family leave of absence for up to one (1) semester in order to care for an immediate family member (as defined in Article XXIII: Personal Days) who has a serious health condition. A "serious health condition" is defined as a physical or mental illness, injury, or impairment that requires inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision at home by a health care provider or other competent individual.

A. A doctoral Graduate Student Assistant will not continue to receive their assistantship stipend during the period of such family leave, but they will receive an extension of their period of support equal to the duration of their family leave.

B. A Graduate Student Assistant who is compensated on an hourly basis will not receive such hourly compensation during a family leave of absence.

C. A Graduate Student Assistant who is enrolled in the Student Health Insurance Premier Plan shall remain covered through the end of the Plan year.

D. A Graduate Student Assistant shall also remain eligible for tuition remission during a family leave of absence.

Section 5: Military Leave. A military service leave is a University-approved leave of absence that is necessitated by service, whether voluntary or involuntary, in the United States Armed Forces, including service by a member of the National Guard or Reserve, active duty, active duty for training, or full-time National Guard duty under Federal authority, for a period of more than thirty (30) consecutive days under a call or order to active duty of more than thirty (30) consecutive days. A Graduate Student Assistant who is called to active duty or active service in a branch of the United States Armed Forces (e.g., Army, Navy, Air Force, Marines, Coast Guard, National Guard or Reserve) and wishes to take a military service leave must provide the University with advanced notice of such service and the intention to take a leave of absence. The procedures applicable to a request for military service leave, and for re-enrollment after a military service leave, are set forth in the Graduate Bulletin. A Graduate Student Assistant will not continue to receive their stipend during a military leave of absence, but the Graduate Student Assistant's period of stipend support, as specified in their award letter, will be extended by the period of the military leave of absence. A Graduate Student Assistant may continue to receive their stipend in the event that their term of active duty or active service in the United States Armed Forces is unpaid for a period of less than thirty (30) consecutive days. A Graduate Student Assistant who is compensated on an hourly basis will not receive such hourly compensation during a military leave of absence.

Section 6: Personal Leave. A Graduate Student Assistant may request a personal leave of absence, which is a leave of absence for reasons other than those articulated in Sections 2, 3,

and 4 of this Article, or an uncompensated extension of the leaves of absence for reasons articulated in Sections 2, 3, and 4. The procedures applicable to a request for a personal leave of absence are set forth in the Graduate Bulletin. A total of no more than four (4) semesters of personal leave of absence are allowed in a student's graduate career at Georgetown University, whether taken at the master's or the doctoral level. Up to two (2) semesters of leave may be granted at any one time. Leaves of absence for medical reasons and for military leave, when properly approved, will not be counted against the four (4) semester limit for leaves of absence. A Graduate Student Assistant will not continue to receive their stipend during a personal leave of absence, and an approved personal leave of absence will not extend the period during which the Graduate Student Assistant will receive stipend support as specified in their award letter. A Graduate Student Assistant who is compensated on an hourly basis will not receive such hourly compensation during a personal leave of absence. International students should consult with the Office of Global Services about the visa consequences of taking a personal leave of absence.

Section 7: Reservation of Rights. Leaves of absence from academic responsibilities are academic issues that are not subject to negotiation under the Parties' April 2, 2018 Agreement and, accordingly, remain within the University's sole discretion. The University reserves the right to modify its graduate student leave policies, as set forth in the Graduate Bulletin or related policies, from time to time and any such modification shall apply to graduate students when they are serving as Graduate Student Assistants.

ARTICLE XXV HEALTHCARE

Section 1. The University shall pay the full cost of health insurance premiums for individual coverage under the Student Health Insurance Premier Plan for Ph.D. Graduate Student Assistants, if not paid for by a third party, when they are serving as a Graduate Student Assistant under this Agreement. Ph.D. Graduate Student Assistants shall pay premium contributions for the cost of spouse, child, or family coverage under the Premier Plan. Masters Graduate Student Assistants shall pay premium contributions for individual, spouse, child, or family coverage under the Premier Plan. These premium contribution amounts will be charged as a required fee on the Graduate Student Assistant's student account.

Section 2. The University reserves the right to modify the Premier Plan or change plans, in its sole discretion, but the University will maintain the following minimum features during the term of this Agreement:

- a) Deductibles for the Premier Plan shall not exceed \$200 individual/\$600 family in-network and \$250 individual/\$600 family out-of-network; and
- b) The out-of-pocket maximum for the Premier Plan shall not exceed \$3,000 individual/\$6,000 family in-network, and \$8,000 per person out-of-network.

Section 3. Graduate Student Assistants, including international Graduate Student Assistants, must be enrolled in the Premier Plan unless they timely waive coverage and provide proof that they have other health insurance coverage that meets the University's requirements. The University will provide timely information about health insurance coverage options to Graduate Student Assistants, including options for continuing coverage in their final calendar year of enrollment at the University.

ARTICLE XXVI **DENTAL INSURANCE**

Section 1: Graduate Student Assistants shall be eligible to enroll in a dental insurance plan, which will be the Delta Dental plan in academic year 2020-21.

Section 2: The University shall pay the full cost of dental insurance premiums for individual coverage for Ph.D. Graduate Student Assistants, in addition to the premiums for health insurance as provided in their award letters. Dental coverage shall be optional and paid for by Masters Graduate Student Assistants who wish to enroll. Ph.D. and Masters Graduate Student Assistants may purchase coverage for their spouse and/or dependents.

Section 3: The University reserves the right to modify the dental insurance plan, or change plans, in its sole discretion. The University will provide the Union with advance notice of a substantive modification of the plan or a change in plans and, if the Union requests, will meet to discuss the effects of any such change on Graduate Student Assistants who are participating in the plan.

ARTICLE XXVII **VISION INSURANCE**

Section 1: Graduate Student Assistants will be eligible to enroll in a vision insurance plan, which is currently the Ameritas VisionElect Plan, which includes the EyeMed Access Network.

Section 2: Vision insurance shall be optional and paid for by Graduate Student Assistants who wish to enroll. Graduate Student Assistants may also purchase coverage for their spouse and/or dependents.

Section 3: The University reserves the right to modify the vision insurance plan, or change plans, in its sole discretion. The University will provide the Union with advance notice of a substantive modification of the plan or a change in plans and, if the Union requests, will meet to discuss the effects of any such change on Graduate Student Assistants who are participating in the plan.

ARTICLE XXVIII **MENTAL HEALTHCARE**

Section 1: All Graduate Student Assistants shall be eligible to receive short-term treatment from the University's Counseling and Psychiatric Services (CAPS), regardless of whether they are enrolled in the Premier Plan.

Section 2: The University will continue to work on the following enhancements to mental health care services, and the University will discuss potential recommendations with the Union through special meetings of the Labor-Management Committee pursuant to Article VI:

- Soliciting outside mental health care providers to move from out-of-network to in-network;
- Increasing staff capacity and enhancing service capabilities at CAPS;
- Increasing mental health services available to graduate students at the Car Barn;
- Providing services in a way that is sensitive to the diversity of graduate students, including identifying external providers trained specifically to treat issues affecting people of color, LGBTQIA+ individuals, individuals with Autism Spectrum Disorder, and special needs; and
- Development of an up-to-date directory of external mental healthcare providers prior to the close of each year's enrollment period, which will include a list of in-network providers comprising therapists, psychiatrists and combined therapists, and a list of out-of-network providers who offer sliding scale rates.

Section 3: In addition to CAPS' referral process to outside mental health care providers, Graduate Student Assistants shall be eligible for mental health care navigation services, which include but are not limited to assistance choosing between mental healthcare providers, assistance scheduling appointments with outside mental healthcare providers, assistance filing insurance claims and explanation of coverage.

ARTICLE XXIX **FOOD SECURITY AT GEORGETOWN**

Section 1: The Union and the University recognize the importance of high-quality, low-cost food for the health and wellbeing of all.

Section 2: In order to improve access to such food, the University and the Union agree to make matching contributions of \$250 (two-hundred and fifty dollars) at the start of each semester to Hoya Hub, the undergraduate-run food pantry at Georgetown.

Section 3: Hoya Hub can use these funds for the exclusive purpose of purchasing food items for distribution.

ARTICLE XXX SUBSIDY FOR YATES GYM MEMBERSHIP

Section 1: The University will waive the Yates Field House fee for all Graduate Student Assistants. All Graduate Student Assistants are able to use Yates Field House at no cost.

ARTICLE XXXI SUBSIDY FOR COMMUTING COSTS

Section 1: Graduate Student Assistants will have the opportunity to enroll in the Washington Metropolitan Area Transit Authority's (WMATA) SmartBenefits program through pre-tax payroll deductions.

ARTICLE XXXII RETIREMENT SAVINGS

Section 1: All Graduate Student Assistants will be eligible to contribute to the University's Voluntary Contribution Retirement 403(b) Plan (VCRP) through pre-tax payroll deductions, as designated by the Graduate Student Assistant, without a University contribution, according to the terms of the VCRP for all eligible participants who choose to make voluntary contributions.

Section 2: The University reserves the right to modify the VCRP, or change plans, in its sole discretion.

ARTICLE XXXIII TUITION

Section 1: The University agrees that tuition charges will not be the responsibility of enrolled Ph.D. students serving as Graduate Student Assistants, subject to the terms and conditions in their award letter that would require reimbursement and the terms of this Agreement. Pursuant to Appendix A of the Agreement of April 2, 2018 between the Union and the University, the Union recognizes that this Article is only applicable for enrolled Ph.D. students serving as Graduate Student Assistants.

ARTICLE XXXIV SUPPORT FOR PROFESSIONAL DEVELOPMENT ACTIVITIES

Section 1: The Parties recognize the importance of professional development for Graduate Student Assistants to enhance the skills and training necessary to perform the professional responsibilities associated with their Graduate Student Assistant roles.

Section 2: Graduate Student Assistants may participate in various professional development opportunities at the University including, but not limited to, pedagogy and inclusive pedagogy workshops not provided by CNDLS, curriculum development workshops, various levels of emergency medical training, conference travel grants, and dissertation research travel grants. The specific terms of eligibility and the procedures for participating in such professional

development opportunities are determined by the Graduate School or the relevant department or program.

ARTICLE XXXV PAY RATE FOR HOURLY POSITIONS

Section 1: Effective as of the first pay period after August 1 in Fiscal Year 2024 (July 1, 2023 – June 30, 2024),¹ the minimum hourly rate for any Graduate Student Assistant employed as a Student Research Assistant or a Student Teaching Assistant shall be \$22.00 per hour.

Section 2: The minimum hourly rate specified in Section 1 shall increase by three percent (3%) to the following amounts, effective as of the first pay period after August 1 in each Fiscal Year:

- \$22.66 in Fiscal Year 2025 (July 1, 2024 – June 30, 2025)
- \$23.34 in Fiscal Year 2026 (July 1, 2025 – June 30, 2026)
- \$24.04 in Fiscal Year 2027 (July 1, 2026 – June 30, 2027)

Section 3: Nothing contained herein shall preclude the University from paying Graduate Student Assistants more than the minimum hourly rate provided in this Agreement.

Section 4: No Graduate Student Assistant currently paid on an hourly basis shall have their hourly rate reduced as a result of signing this Agreement.

ARTICLE XXXVI PH.D. STIPENDS

Section 1: It is understood that the Union has no authority, nor shall the University be obligated, to negotiate over stipends or other financial matters for graduate students who are not members of the bargaining unit. The provisions of this Article only apply when a Ph.D. student is working as a member of the bargaining unit.

Section 2: When a Ph.D. student enters the bargaining unit as a Teaching Assistant, a Research Assistant, or a Teaching Associate, as determined by their annual award letter, they will be paid a stipend in accordance with this Article. Ph.D. assistantships shall not exceed fifteen (15) hours per week.

- a) Effective as of the first full pay period after August 1,² each Graduate Student Assistant on an academic year appointment shall receive the following minimum stipend amounts:

¹ In FY 2024, the new hourly rate will be effective in the first pay period in September.

² In FY 2024, the new stipend amount will be effective in the first pay period in September.

	FY 2024	FY 2025	FY 2026	FY 2027
Stipend	\$38,000	\$38,950	\$39,924	\$40,922
Summer Supplement (if applicable under Section 3)	\$1,100	\$1,100	\$1,100	\$1,100
Total Amount	\$39,100	\$40,050	\$41,024	\$42,022

Some Ph.D. programs may elect to pay more than the minimum rate with proper authorization by the University. Starting in Fiscal Year 2025 (July 1, 2024 – June 30, 2025), any Graduate Student Assistant on an academic year appointment may choose to have their stipend pay distributed over a twelve-month period.

- b) Effective as of the first full pay period after August 1,³ each Graduate Student Assistant on a twelve-month appointment shall receive the following minimum stipend amounts:

	FY 2024	FY 2025	FY 2026	FY 2027
Stipend	\$41,420	\$42,456	\$43,517	\$44,605

Some Ph.D. programs may elect to pay more than the minimum rate with proper authorization by the University.

- c) Nothing contained herein shall preclude the University from paying Graduate Student Assistants more than the minimum stipend provided in this Agreement.
- d) Compensation for Graduate Student Assistants on contracts or grants shall be in compliance with all applicable law, federal rules and regulations, and sponsor

³ In FY 2024, the new stipend amount will be effective in the first pay period in September.

requirements, as determined by the University and the funding entity. In the event that the contract or grant does not support the compensation increases provided for in this Article, the Graduate Assistant will receive only such compensation increase consistent with what the contract or grant provides.

Section 3: Effective as of the first full pay period after August 1,⁴ Graduate Student Assistants who are appointed as instructors of record during summer school sessions shall receive a minimum rate of \$5,150 per course in Fiscal Year 2024 (July 1, 2023 – June 30, 2024). This rate shall be increased by three percent (3%) in Fiscal Years 2025 - 2027, effective as of the first pay period after August 1 in each Fiscal Year. Graduate Student Assistants who are on an academic year appointment shall receive the summer supplement identified in Section 2(a) through the summer before the fifth academic year of their degree program unless they are offered a summer teaching or research position. If a Graduate Student Assistant cannot accept the offer due to extenuating circumstances, and they have not yet reached the summer before the fifth academic year of their program, they shall receive the summer supplement.

Section 4: No Graduate Student Assistant shall have their stipend lowered as a result of signing this Agreement.

ARTICLE XXXVII EMERGENCY ASSISTANCE FUND

Section 1: The University will establish an Emergency Assistance Fund (EAF) to assist Graduate Student Assistants with the financial costs associated with Qualifying Emergency Events. For the purposes of this Article, a Qualifying Emergency Event refers to extreme financial burdens associated with (1) care of an immediate family member (as defined in Article XXIII: Personal Days) who is experiencing a serious health condition or the Graduate Student Assistant's own serious health condition (as defined in Article XXIV: Leaves of Absence from Assistantship); (2) bereavement of an immediate family member; (3) physical damage to a Graduate Student Assistant's residence; (4) loss or irreparable damage of material resources required for completing professional responsibilities, such as a computer; and 5) any other event that places the Graduate Student Assistant in extreme financial burden.

Section 2: The University will budget an amount equal to \$75 per Graduate Student Assistant, based on the total number of Graduate Student Assistants in the bargaining unit during the previous academic year, for the EAF in Fiscal Year 2024 (July 1, 2023 – June 30, 2024). The University will increase this contribution to the EAF to the following amounts for the following fiscal years:

- \$85 per Graduate Student Assistant for Fiscal Year 2025 (July 1, 2024 - June 30, 2025)

⁴ In FY 2024, the new summer rate will be effective in the first pay period in September.

- \$100 per Graduate Student Assistant for Fiscal Year 2026 (July 1, 2025 - June 30, 2026)
- \$110 per Graduate Student Assistant for Fiscal Year 2027 (July 1, 2026 - June 30, 2027)

Section 3: The Fund will be administered by the Graduate School and decisions will be made pursuant to standards and procedures developed in consultation with the Union. Such consultations shall occur through the Labor-Management Committee.

Section 4. The Graduate School shall create a report annually about the requests and use of the EAF, without revealing any personally identifiable information regarding any Graduate Student Assistant who made a request for assistance from the EAF.

Section 5: Graduate Student Assistants will be able to make a voluntary contribution to support the EAF through the University Office of Advancement's online donation portal.

Section 6: Grievances under Article IX related to the EAF are limited to those disputes over the process used to review the application and may be filed directly at Step Two of the Grievance Procedure. All other EAF disputes, including substantive determinations of eligibility, shall be resolved through the EAF's appeal procedures.

ARTICLE XXXVIII SEVERABILITY AND SAVINGS

Section 1: If any term or provision of this Agreement is found to be invalid or unenforceable by a court or administrative agency that has jurisdiction, such a finding shall not affect the other terms and provisions of this Agreement. In that event, the parties shall meet to negotiate new terms that most closely effectuate the intent of the parties in drafting the provision that was found to be invalid or unenforceable.

ARTICLE XXXIX TERM OF AGREEMENT

Section 1: This Agreement shall be in full force and effect from August 18, 2023, through and including June 30, 2027, and thereafter shall continue in effect unless written notice of a desire to modify or terminate the Agreement is given by either party to the other at least sixty (60) days prior to the expiration of the Agreement; provided, however, that if neither party gives such sixty (60) days' notice, the Agreement shall continue in full force and effect for subsequent one (1) year periods thereafter unless written notice of a desire to terminate or modify this Agreement is given by either party at least sixty (60) days prior to June 30 of any subsequent year. Negotiations for any successor Agreement shall be governed by the parties' April 2, 2018 Agreement.

For the University:

DocuSigned by:

Dave Green

102335CFP4M403

Dave Green

For SAGE-AFT:

Bruce J. Johnson

Barry Cawthon

Ed Gonzalez

Vernon S. Cookson

Emma Lederer

Charles A. Minaway-Savio

Brent McDonnell

Wayne Farnham-John