

AGREEMENT

Between

WASHINGTON UNIVERSITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 1

MISSOURI DIVISION, AFL-CIO, CLC

Effective

April 28, 2016 – June 30, 2020

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This Agreement is entered into this 28<sup>th</sup> day of April, 2016 by and between Washington University and Service Employees International Union, Local 1, wherein it is mutually agreed as follows.

## **ARTICLE 1 RECOGNITION**

Section 1 – Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 14-RC-141308, Washington University (the “University”) recognizes Service Employees International Union, Local 1, CTW, AFL-CIO, CLC (“the Union”) as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all part-time non-tenured, non-tenure track and non-research track faculty who teach at least one credit bearing course (including lab instruction, independent study instruction, and co-teaching) in a degree-granting undergraduate program on the Danforth Campus in the following Schools: School of Arts & Sciences, Sam Fox School of Design and Visual Arts, and School of Engineering and Applied Science (hereinafter referred to as “Employees”).

Section 2 – The following are excluded from representation by the Union and are not subject to this Agreement: all full-time faculty; faculty who have another position at the University that qualifies them for full-time status with the University; active and retired tenured, tenure track and research track faculty; deans, provosts, administrators, department chairs; visiting faculty and senior lecturers; faculty who also serve in a supervisory, managerial or confidential role; faculty who teach only online courses; faculty who teach only courses away

from the Danforth Campus; faculty who teach only courses as a field supervisor; faculty who teach courses in a non-degree granting program; faculty who teach at the School of Business, School of Law, School of Social Work and/or School of Medicine; graduate students, except as described in the graduate student side letter; faculty who teach courses in the University of Missouri-St. Louis/Washington University Joint Undergraduate Engineering Program; graduate assistants; athletic coaches; all other employees, managers, confidential employees, office clerical employees, other professional employees, guards and supervisors as defined in the National Labor Relations Act.

Section 3 – The parties recognize that Employees may also hold positions and/or teach courses that are not covered in Section 1 above and/or are excluded in Section 2 above. In accordance with the aforementioned Certification of Representative, the University recognizes the Union as the exclusive bargaining representative for purposes of collective bargaining of individuals appointed as Employees not otherwise excluded who are simultaneously employed by the University in any other staff or faculty capacity, but only with respect to their wages, hours and other terms and conditions of employment as Employees as defined in Section 1 above. In accordance with the foregoing, the Union acknowledges that it does not represent Employees in connection with their wages, hours and other terms and conditions of employment in positions and/or in teaching courses that are not covered in Section 1 above or are excluded in Section 2 above.

## **ARTICLE 2 UNION REPRESENTATION**

Section 1 – Each Employee, as defined in Article 1 – Recognition, shall elect to be or not to be a member of the Union. Within thirty (30) days of the later of an Employee’s first day of employment or the date of ratification of this Agreement, each Employee will become a dues

paying member of the Union or pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union) to the Union calculated on the compensation paid to the Employee for performing services in his/her capacity as an Employee as defined in this Agreement. Any obligation to pay membership dues or an agency fee under this Section shall terminate immediately upon the earliest of (a) an Employee's separation from employment, (b) any academic term in which the Employee is not performing any work in his/her capacity as an Employee as defined in this Agreement or (c) the expiration of this Agreement. Upon written request by the Union, the University will not assign any additional courses to an Employee who has failed to comply with his/her obligations under this Section if such courses would be taught by the Employee in his/her capacity as an Employee as defined in this Agreement. Once an appointment has been accepted, nothing in this Section shall require the University to cancel the appointment or terminate the employment of an Employee during the term of an appointment.

Section 2 – Section 1 shall not apply to Employees who affirm through a written statement that payment of an agency fee to the Union (a) will, in the Employee's reasonable belief, have an adverse impact on their professional work or employment outside of the University because of an actual, potential, or perceived conflict of interest, or (b) is contrary to their sincerely held religious beliefs. Employees exempted under this Article 2, Section 2 shall be required to make contributions in an amount equal to the agency fee to the United Way of Greater St. Louis or a Washington University need-based scholarship fund in lieu of paying the agency fee to the Union.

**ARTICLE 3**  
**DEDUCTION OF UNION DUES AND AGENCY SERVICE FEES**

Section 1 – All Employees who elect to become a member of the Union or to pay an agency service fee in accordance with Article 2 – Union Representation may provide the University with written authorization to deduct Union membership dues or an agency service fee in accordance with Article 3, Section 2 below. The written authorization to deduct Union membership dues or an agency service fee shall be set forth on the form attached to this Agreement as Appendix A. This form may be signed electronically and forwarded to the University.

Section 2 – The University will deduct Union membership dues or any agency service fee for the Fall and Spring semesters only from the wages of each Employee who executes written authorization to the University to make such deductions. The amount of the Union membership dues and agency service fee will be established and certified in writing by the Union’s Secretary-Treasurer, who will provide written certification of these amounts to the University’s Vice Chancellor for Human Resources. Employees who teach in a summer term will pay dues or agency fees directly to the Union. The University will forward to the Union the funds withheld on earnings from the Fall and Spring semesters within ten (10) business days of the date on which the funds were withheld. The parties will enter into a side letter regarding the timing and mechanics of implementing deduction of Union membership dues and agency fees.

Section 3 – Any authorization to withhold Union membership dues or agency service fees from the wages of an Employee shall terminate and such withholding shall cease immediately upon an Employee’s separation from employment.

Section 4 – The University will be under no obligation to make any deduction under this Article 3 if an Employee’s wages, after other deductions required by law or authorized by the

Employee, are less than the amount subject to checkoff. In such an event, it will be the responsibility of the Union to collect its dues or the agency service fee for that pay period directly from the Employee.

Section 5 – The Union shall indemnify, save, and at the University’s election defend, the University, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the University pursuant to any provisions of this Article 3 – Deduction of Union Dues and Agency Service Fee, and the Union assumes full responsibility for the disposition of monies deducted under this Article 3 – Deduction of Union Dues and Agency Service Fee as soon as they have been remitted by the University to the Union.

#### **ARTICLE 4 BARGAINING UNIT INFORMATION**

Section 1 – The University will provide to the Union a list of Employees included in the bargaining unit, as defined in Article 1 – Recognition. This list will be provided as follows:

- A. A list of Employees as of three (3) weeks after the start of the Fall semester or September 15, whichever is later, to be delivered within two (2) weeks thereafter or by September 30, whichever is later;
- B. A list of Employees as of three (3) weeks after the start of the Spring semester or February 15, whichever is later, to be delivered within two (2) weeks thereafter or by the last day of February, whichever is later; and
- C. A list of Employees who taught in a Summer term to be delivered by August 31.

Section 2 – To the extent the information is available in the University’s information systems, the list referred to in Section 1 above will include each Employee’s name, employee ID number, initial date of hire, home telephone number, home address, Washington University

email address, course(s), and course pay rate(s) for each Employee assigned to teach for the current semester.

**ARTICLE 5  
NON-DISCRIMINATION**

Section 1 – The Union and the University agree not to discriminate against or harass any Employee on the basis of race, color, age, religion, sex, sexual orientation, gender identity or expression, national origin, veteran status, disability or genetic information or on the basis of any characteristic protected under applicable law or University policy. The Union and the University further agree not to retaliate against persons who in good faith report discrimination or testify, assist or participate in any investigation, proceeding or hearing involving a complaint of discrimination. The University’s policies on discrimination and harassment may be found on the University’s website and may be revised by the University from time to time.

Section 2 – The Parties recognize the University has an obligation under state and federal law to provide reasonable accommodations to qualified individuals with a disability (as that term is defined under state and federal laws prohibiting discrimination on the basis of disability) and the Parties will work together to provide such accommodations.

Section 3 – An Employee’s claim of discrimination or harassment in violation of this Article shall be handled exclusively through the procedures available to all University employees. Those procedures may be found on the University’s website and may be revised by the University from time to time. Nothing herein is intended to prevent an Employee from filing a claim of unlawful discrimination or harassment with any administrative agency or court of competent jurisdiction.



**ARTICLE 6**  
**MANAGEMENT RIGHTS**

Section 1 – The Union recognizes the right of the University to operate and manage the University. All rights, functions, prerogatives and discretions of the management of the University formerly exercised by the University are retained by and remain vested exclusively in the University, except to the extent that such rights, functions, prerogatives and discretions are specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, such rights, functions, prerogatives and discretions include, but are not limited to: all rights and prerogatives granted by applicable law; determining, planning, modifying, implementing, directing and controlling the University’s mission, programs, objectives, activities, resources and priorities; establishing, modifying, enforcing, abolishing and/or administering policies, procedures, rules and regulations; directing, modifying and controlling the University’s operations; altering, extending or discontinuing all or any portion of existing equipment, facilities and location of operations; determining or modifying the number, qualifications, scheduling, responsibilities and assignment of Employees; establishing, maintaining, modifying and/or enforcing standards of performance, conduct, order and safety; evaluating and assessing Employees, determining the content of evaluations, and determining the processes and criteria by which Employees’ performance is evaluated and assessed; establishing, maintaining, modifying and/or enforcing policies, procedures, rules and regulations related to or regarding any federal, state or local law or ordinance; disciplining or dismissing Employees; assigning Employees to work locations; scheduling hours of work; determining or modifying course load and/or hours of work; establishing, maintaining, modifying or enforcing the work duties of Employees; establishing, modifying, combining or eliminating any faculty classification, division, unit, operation or service or portion thereof; laying off Employees;

recruiting, hiring, transferring or promoting Employees, and determining all matters relating to recruiting, hiring, transferring or promoting Employees; determining, maintaining and modifying all training requirements for Employees, including but not limited to orientation; determining all matters associated with student admissions and enrollment; subcontracting all or any portion of the University's operations; expanding and contracting the University and its operations and business by acquisition, sale, merger or other means; establishing or modifying the academic calendars, including holidays and holiday scheduling; determining how and when and by whom instruction is delivered; introducing, modifying and/or eliminating methods of instruction; establishing, maintaining, modifying, discontinuing and/or cancelling courses, programs or schools; establishing, maintaining or modifying course offerings, identifiers, content, description, objectives and/or capacity; determining all matters related to student performance, including but not limited to, attendance, grading, assessment and performance measurement; and exercising sole authority on all decisions involving academic matters.

Section 2 – Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve administrative and academic judgment and shall be made at the sole discretion of the University.

Section 3 – No action taken by the University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Section 4 – The above-enumeration of rights set forth in this Article 6, Section 1 is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University. No

such right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the University and the Union.

Section 5 – All rights and waivers contained herein shall extend beyond the expiration of this Agreement until a successor agreement is reached.

## **ARTICLE 7 UNION RIGHTS**

Section 1 – The University will recognize Employees designated by the Union as workplace leaders to adjust grievances, meet with a grievant or with the University, and attend to other matters related to the administration of this Agreement when authorized by the Union to do so. The Union will provide the Provost and Executive Vice Chancellor for Academic Affairs or his/her designee a written list of the Employees the Union has designated as workplace leaders no later than October 15<sup>th</sup> of each year. In addition, the Union will provide the Provost and Executive Vice Chancellor for Academic Affairs or his/her designee a written notice of any change in these designated workplace leaders, which shall identify any Employee who is no longer designated as a workplace leader and any Employee newly designated as a workplace leader, within five (5) calendar days of any change.

Section 2 – For the purposes of representing Employees covered by this Agreement, Union representatives may visit the University's Danforth Campus on the same terms and conditions as other third parties in accordance with University policies and procedures as they may be amended by the University from time to time. A Union representative shall not, during the course of a visit, interfere with, or attempt to interfere with, the operation of the University or the work of any Employee or any University employee who is not covered by this Agreement.

Section 3 – The Union may post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards on the same terms and conditions as other third

parties in accordance with University policies and procedures as they may be amended by the University from time to time.

## **ARTICLE 8 ACADEMIC FREEDOM AND RESPONSIBILITY**

Section 1 – Subject to legal restrictions and the terms of this Agreement, in the course of their teaching Employees enjoy the academic freedom to express themselves without unreasonable restriction and to be judged as a teacher on the basis of legitimate intellectual and professional criteria.

Section 2 – Subject to the terms of this Agreement, Employees shall have the same duties and responsibilities under University policies in connection with their teaching, grading, and professional conduct as other University faculty, including but not limited to those set out in this Article.

Section 3 – Employees have a duty to responsibly and effectively fulfill their teaching and other job responsibilities. In the course of their teaching and related duties, Employees must adhere to academic and professional standards and to course and teaching requirements as established and assessed by the academic unit.

Section 4 – Employees are expected to deliver the course and make themselves available to students on a regular basis, including outside class meeting time. Employees shall prepare for their classes and conduct them in an appropriately professional manner, including but not limited to meeting classes on time, holding all scheduled classes for the full period except in the event of an emergency or as a practice approved by the academic unit head, and evaluating academic performance fairly and reasonably. Employees will submit grades on a timely basis and promptly provide opportunities for student feedback.

Section 5 – In communicating outside the classroom and the University, Employees shall not represent their personal views as those of the University unless expressly authorized in writing by the University to do so.

**ARTICLE 9  
INCLUSION IN THE ACADEMIC COMMUNITY**

Section 1 – The parties recognize that Employees’ participation in meetings and events held by the University, or any of its schools, departments or programs, will vary depending on the purpose of the meeting or activity. Employees may be invited to participate in meetings, activities, workshops and award programs when appropriate, but the University, its schools, departments and programs may independently exercise discretion as to who will be invited to meetings and activities, and this Agreement shall not be interpreted to limit that discretion.

Section 2 – Employees will not be entitled to any additional compensation as a result of participating in meetings and activities described in Section 1 of this Article, unless provided for in this Agreement or the Employee’s participation is required by the University and the additional compensation is agreed to in writing between the Employee and the University.

**ARTICLE 10  
ACCESS TO SERVICES**

Section 1 – The University will provide Employees an email address on a University server during academic terms in which they are teaching at the University. Absent evidence of technical difficulties, this email address will be the exclusive email address for communications between Employees and University students and between Employees and the University. Use of University email addresses will be in accordance with University policies and procedures as they may be amended by the University from time to time.

Section 2 – Upon a request from an Employee, the University will enable that Employee to have an online profile in furtherance of his/her University-related activities during academic terms in which the Employee is teaching at the University, in accordance with University policies and procedures as they may be amended by the University from time to time.

Section 3 – To the extent available, the University will provide Employees with access to computers with internet access, printers, and photocopiers as determined by the University in its discretion to be necessary to teach assigned courses during academic terms in which they are teaching at the University. Such access will be provided in accordance with University policies and procedures as they may be amended by the University from time to time.

Section 4 – The University will provide Employees access to available space, but not necessarily individual office space, determined by the University in its discretion to be necessary to teach assigned courses during academic terms in which they are teaching at the University. Such access shall be subject to the University's room reservation policies and procedures as they may be amended by the University from time to time.

Section 5 – The University will provide Employees access to standard library resources the University determines in its discretion are necessary to teach and prepare to teach assigned courses. Such access shall be subject to applicable University policies and procedures as they may be amended by the University from time to time.

Section 6 – The University will identify space, which may include individual or group repositories, where Employees can receive mail. The University may change that space from time to time.

Section 7 – For purposes of this Article 10, the University agrees that it shall not exercise its discretion arbitrarily or capriciously.

**ARTICLE 11**  
**APPOINTMENTS AND ASSIGNMENTS**

Section 1 – All appointments and/or assignments of Employees shall only be made by the Provost and Executive Vice Chancellor for Academic Affairs or his/her successor or designee. Appointments and assignments exist and create rights and duties only when they are set forth in a signed letter of appointment and/or assignment to an Employee from the Provost and Executive Vice Chancellor for Academic Affairs or his/her designee. It is understood that appointments and/or assignments may include preparation and follow-up work performed outside the academic term, such as course preparation, attendance at meetings, course assessment, grading papers and exams, and resolution of incomplete or disputed grades. Subject to Article 11 – Sections 4 and 5, no appointment or assignment shall create any right, interest or expectancy in any further appointment or assignment beyond its specific term.

Section 2 – The University will determine in its sole discretion which courses will be offered and which Employees will be assigned to those courses for each academic term. The University retains the right to assign the teaching of any course to individuals who are not covered by this Agreement. Subject to Article 11 – Sections 4 and 5, nothing in this Agreement shall be construed as guaranteeing that any number of courses or any particular courses will be assigned to Employees. The University retains the right to modify the offering unit, title and/or content of a course that an Employee has been assigned to teach. The University reserves the right to cancel any course for any reason at any time at its sole discretion.

Section 3 – Commencing with the Fall of 2016, an individual's initial appointment as an Employee in a School or College is considered a probationary period for that School or College. After completing the probationary period, the University may discharge an Employee during the term of his/her appointment in that School or College only for just cause.

Section 4 – Commencing with the Fall of 2016, the University will give good faith consideration to the appointment and assignment of an Employee to teach a course where the Employee has taught the same course, as defined by course number, as a University faculty member during each of the previous four (4) academic years. Notwithstanding the foregoing, if the Dean in the offering School or College determines that courses with different course numbers have substantially similar course content, they will be treated as the same course for purposes of this Article 11, Section 4. This determination will be made at the Dean’s sole discretion, but will be subject to grievance, but not arbitration, under Article 17 – Grievance and Arbitration by filing a grievance at Step 3 of the Grievance and Arbitration procedure. For purposes of this Article 11, Section 4, “course” will mean a classroom instruction course, excluding independent study and subsections.

Section 5 – Good faith consideration means the University may deny, reduce, or cancel an appointment or assignment of an Employee only in the following circumstances:

- (a) Elimination or downsizing of an academic unit or program and/or merging of an academic unit or program within another academic unit or program which impacts the course taught by the Employee;
- (b) Creation of a full-time faculty position that absorbs an existing course taught by Employees or any other circumstance in which a course previously taught by an Employee will be taught by a full-time faculty member or non-bargaining unit member;
- (c) A reduction in the number of courses or sections offered in an academic term or the cancellation of a course or section as determined by the University in its sole discretion, which impacts the course taught by the Employee;



- (d) Elimination, decrease or modifications in course offerings due to changes in core curriculum requirements, or major or minor program requirements, which impacts the course taught by the Employee;
- (e) Unsatisfactory performance or conduct of an Employee;
- (f) The Employee's failure to meet any of the responsibilities set forth in Article 8 – Academic Freedom and Responsibility;
- (g) Availability of another individual(s) who, in the University's discretion, has better credentials, qualifications and/or performance;
- (h) Misconduct of an Employee that is outside the scope of his/her employment with the University but, in the reasonable judgment of the University, would adversely affect the Employee's ability to teach or be a member of the University community; or
- (i) Any other articulated change in the academic, fiscal, programmatic or organizational needs of the University, as determined by the University in its sole discretion.

Each appointment and assignment ceases at the end of the designated period. Only denials, reductions, or cancellations of appointments or assignments based on Article 11, Section 5, ¶¶ (e), (g) and/or (h) shall be subject to grievance and arbitration under Article 17 – Grievance and Arbitration. The standard of review in such a grievance or arbitration shall be whether the University acted arbitrarily or capriciously in making its decision.

Section 6 – An Employee who receives an offer of an appointment or assignment must return the executed contract within ten (10) days of receiving the offer of the appointment or assignment, exclusive of weekends and holidays.

Section 7 – An Employee who timely accepts an offer of appointment or assignment of a course will be paid a cancellation fee of \$250 per credit up to a maximum of \$750 per course if the course is cancelled within seven (7) calendar days before the first scheduled class meeting for that course. If the course is cancelled after the first scheduled class meeting for that course, the Employee will be paid the cancellation fee plus the pro-rated amount for classes taught calculated as a percentage of the total number of classes the Employee would have taught if the course had not been cancelled. If the reason for the cancellation is insufficient enrollment, the University may, in its sole discretion, offer the Employee the option of teaching the students enrolled in the course. In that event, the Employee shall be compensated at a rate determined by mutual agreement between the Employee and the University, with written notice to the Union, in lieu of a cancellation fee. In the event an agreement is not reached, the Employee shall receive the cancellation fee.

Section 8 – The University agrees that when it denies, reduces, or cancels an appointment or assignment of an Employee for a reason set forth in Section 5(e) above, it ordinarily will not do so based solely upon student evaluations submitted as part of the University's formal student evaluation process.

Section 9 – The Dean, Department Chair, Program Director or his/her designee may observe an Employee's class or classes at any time, at his/her discretion. An Employee may request a post-observation conference with the observer relative to a class observation. He/she may submit a written response to any written findings associated with the observation. Such response shall be maintained in the Employee's record.

**ARTICLE 12  
COMPENSATION**

Section 1 – The minimum pay rates per credit hour for teaching standard courses during the term of this Agreement are set forth below.

	Arts & Sciences (excluding University College)	Sam Fox School of Design & Visual Arts	School of Engineering & Applied Science	University College
July 1, 2016*	\$1,600	\$1,600	\$1,600	\$1,200
July 1, 2017	\$1,700	\$1,700	\$1,700	\$1,233
July 1, 2018	\$1,800	\$1,800	\$1,800	\$1,266
July 1, 2019	\$1,900	\$1,900	\$1,900	\$1,300

(\*Effective July 1, 2016 or the start of the academic term following ratification of this Agreement, whichever is later)

A standard course is a 15-week credit-bearing undergraduate course in the Fall or Spring semester, or a credit-bearing undergraduate course of any duration in a summer term, for which the Employee is the instructor of record. A standard course does not include applied music instruction, independent study, advising, directed reading or other individualized instruction. The pay rates set forth in this Section are minimums and do not preclude the University from compensating Employees at a higher pay rate. The rates set forth in this Article are subject to tax withholdings in accordance with applicable law.

Section 2 –

- (a) For Employees teaching courses in Arts & Sciences (excluding University College), Sam Fox School of Design & Visual Arts, and School of Engineering & Applied Science: Effective July 1, 2016 or the start of the academic term following ratification of this Agreement, whichever is later, Employees who are paid at a rate higher than the minimum pay rates set forth

in Article 12, Section 1 will receive an increase in their then-current per course pay rate equal to the average faculty raise pool in the School or College in which the course is offered. Effective July 1, 2017, Employees who are paid at a rate higher than the minimum pay rates set forth in Article 12, Section 1 will receive an increase in their then-current per course pay rate equal to the average faculty raise pool in the School or College in which the course is offered. Effective July 1, 2018, Employees who are paid at a rate higher than the minimum pay rates set forth in Article 12, Section 1 will receive will receive an increase in their then-current per course pay rate equal to the average faculty raise pool in the School or College in which the course is offered. Effective July 1, 2019, Employees who are paid at a rate higher than the minimum pay rates set forth in Article 12, Section 1 will receive an increase in their then-current per course pay rate equal to the average faculty raise pool in the School or College in which the course is offered.

(b) For Employees teaching courses in University College: Effective July 1, 2016 or the start of the academic term following ratification of this Agreement, whichever is later, Employees who are paid at a rate higher than the minimum pay rates set forth in Article 12, Section 1 will receive an increase of \$45 per credit. Effective July 1, 2017, Employees who are paid at a rate higher than the minimum pay rates set forth in Article 12, Section 1 will receive an increase of \$50 per credit. Effective July 1, 2018, Employees who are paid at a rate higher than the minimum pay rates set forth in Article 12, Section 1 will receive an increase of \$40 per credit. Effective July 1, 2019, Employees who

are paid at a rate higher than the minimum pay rates set forth in Article 12, Section 1 will receive an increase of \$33 per credit.

Section 3 – During the term of this Agreement, Teachers of Applied Music (TAMs) will be paid a minimum of \$532/contact hour/student/semester for individual lessons or \$532/contact hour/group/semester for ensembles. Pay will be pro-rated when teaching for periods of longer or shorter than a semester. The pay rates set forth in this Section are minimums and do not preclude the University from compensating TAMs at a higher pay rate.

Effective July 1, 2016 or the start of the academic term following ratification of this Agreement, whichever is later, all TAMs will receive an increase in pay to the minimum pay rates for TAMs set forth above or an increase in their then-current pay rate equal to the average faculty raise pool in Arts & Sciences. Effective July 1, 2017, all TAMs will receive an increase in pay to the minimum pay rates for TAMs set forth above or an increase in their then-current pay rate equal to the average faculty raise pool in Arts & Sciences. Effective July 1, 2018, all TAMs will receive an increase in pay to the minimum pay rates for TAMs set forth above or an increase in their then-current pay rate equal to the average faculty raise pool in Arts & Sciences. Effective July 1, 2019, all TAMs will receive an increase in pay to the minimum pay rates for TAMs set forth above or an increase in their then-current pay rate equal to the average faculty raise pool in Arts & Sciences. TAMs are not eligible for the course cancellation fees provided in Article 11, Section 7.

Section 4 – When there is more than one instructor teaching one course, each Employee's course compensation rate shall be divided or apportioned according to percentage of responsibility, as agreed to in advance by the Department Chair or Program Director and the Employees.

Section 5 – The pay rates for non-standard courses, or for other services provided by Employees with the prior approval of the Department Chair or Program Director, shall be determined by individual written agreement between the Employee and the University. Upon request, the University will provide the Union with information regarding the rates paid to Employees for non-standard courses and other services under this Section.

Section 6 – Provided the Employee has submitted to the University, in a timely fashion, all documentation necessary for the processing of payment, Employees will be paid by the end of the first full month of the semester and thereafter by the end of every month in the semester.

### **ARTICLE 13 PROFESSIONAL DEVELOPMENT**

Section 1 – The University will create a Professional Development Fund for Employees, effective July 1, 2016 or ratification of this Agreement, whichever is later. The total amount payable from the Fund in fiscal year 2017 (July 1, 2016-June 30, 2017) or any subsequent fiscal year during the term of this Agreement shall not exceed \$20,000. Amounts in the Fund shall not roll over from one fiscal year to the next.

Section 2 – Employees who have achieved good faith consideration, pursuant to Article 11 – Appointments and Assignments, may apply in writing for reimbursement from the Professional Development Fund for the reasonable costs associated with professional development activities which will contribute to the improvement of teaching. Such requests must describe how the professional development activity will enhance the Employee’s teaching and must be approved by the Provost or his/her designee upon the recommendation of the Dean (or his/her designee) of the Employee’s School or College. The Employee shall provide documentation of expenses upon request. The maximum reimbursement for an individual

faculty member shall be \$600 per fiscal year. The denial of a request for reimbursement under this Article will not be subject to grievance or arbitration under this Agreement.

#### **ARTICLE 14 BENEFITS**

Employees will be eligible for benefits on the same terms and conditions as other benefits-eligible part-time employees of the University in accordance with the University's eligibility criteria, policies and plans as they may be amended by the University from time to time.

#### **ARTICLE 15 PERSONNEL FILES**

An Employee will have a reasonable opportunity to review his/her personnel file by appointment with the Human Resources Department of the University. To the extent not otherwise prohibited by law, an Employee will be given a photocopy of any item(s) in such file(s) upon his/her request.

#### **ARTICLE 16 LABOR-MANAGEMENT COMMITTEE**

Section 1 – The University and the Union agree to create a Labor-Management Committee.

Section 2 – The Labor-Management Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.

Section 3 – The Labor-Management Committee may by mutual agreement consider and make recommendations on matters of general importance to the Employees and the University.

Section 4 – The Labor-Management Committee will attempt to meet at least one (1) time during each fall and spring semester. Additional meetings may be held by mutual agreement.

Designated representatives of the Union and the University may suggest agenda items up to two (2) weeks prior to each meeting.

Section 5 – Labor-Management Committee meetings will not be used for negotiations or to discuss pending grievances.

## **ARTICLE 17 GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 – An Employee may informally discuss a problem with his/her academic unit head at any time. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union representative.

Section 2 – The parties desire a prompt and efficient method of resolving grievances as defined herein. For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the application or claimed violation of a specific term or provision of this Agreement which arose during the term of this Agreement or any written extension of it. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of any complaint or dispute arising out of the application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

Section 3 – A grievance may be filed by the Union or an Employee (with a copy given to the Union), but a demand for arbitration may be filed only by the Union or the University. A grievance can be filed only on a form agreed to by the Union and the University. The adversely affected Employee or group of Employees and the specific provisions of the Agreement claimed to be violated shall be identified in the grievance. The University may file a grievance with the Union in accordance with Section 8 of this Article.



Section 4 – After making efforts to resolve the grievance informally, a grievance shall be processed as follows:

Step One: The grievance shall be submitted in writing by hand, facsimile or electronic mail to the Employee’s academic unit head or his/her designee within ten (10) calendar days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within ten (10) calendar days after the affected Employee or the Union knew or should have known of those facts or circumstances. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the Employee and a Union steward or Union representative. The University shall hold a meeting to discuss the grievance at a time mutually convenient to the University, the Union and the Employee. The University shall give a written response to the grievance to the Union within fifteen (15) calendar days after receipt of the grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be considered to be denied.

Step Two: If the grievance is not resolved at Step One, a Step Two grievance shall be submitted in writing by hand, facsimile or electronic mail to the Employee’s Dean or his/her designee (“the Dean”) within ten (10) calendar days after the University has responded to the Step One grievance or, if no response was given, the date on which that response was due. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the Employee and a Union steward or Union representative. The University shall hold a meeting to discuss the grievance at a time mutually convenient to the University, the Union and the Employee. The University shall give a written response to the grievance to the Union within fifteen (15) calendar days after receipt of

the Step Two grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be considered to be denied.

Step Three: If the grievance is not resolved at Step Two, a Step Three grievance shall be presented in writing by hand, facsimile or electronic mail to the Provost or his/her designee within ten (10) calendar days after the University has responded to the Step Two grievance or, if no response was given, the date on which that response was due. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the Employee and a Union steward or Union representative. The University shall hold a meeting to discuss the grievance at a time mutually convenient to the University, the Union and the Employee. The University shall give a written response to the grievance to the Union within fifteen (15) calendar days after receipt of the Step Three grievance or the review meeting, whichever occurs later, or if not answered, the grievance shall be considered to be denied.

Step Four: If the grievance is not resolved at Step 3, the Union or the University only shall submit the grievance to arbitration by giving written request by hand, facsimile or electronic mail to the other party and the Federal Mediation and Conciliation Service (FMCS) within thirty (30) calendar days after the University has responded to the Step Three grievance or, if no response was given, the date on which that response was due. Failure to so request arbitration within the aforesaid thirty (30) calendar-day period shall constitute a waiver of the grievance. In the event the University and the Union are unable to agree upon an arbitrator, they shall request a sub-regional panel of seven (7) arbitrators from the FMCS. Such arbitrators must be members of the American Arbitration Association or the National Academy of Arbitrators. If no arbitrators are deemed acceptable by either party, a second list with the same criteria shall be

requested from the FMCS. The parties will alternately strike choices until one remains who shall be the selected arbitrator. The party who strikes first will alternate from one arbitration to the next, beginning with the Union in the first arbitration. The FMCS will hear and determine the case in accordance with its prevailing rules. Copies of all correspondence concerning arbitration shall be served on the other party. The arbitration shall be held in St. Louis, Missouri unless the University and the Union agree in writing to hold it elsewhere. The parties may mutually agree to submit the grievance to mediation at any time prior to the initiation of arbitration or the issuance of the arbitrator's award.

Section 5 – If either the University or the Union timely raises an issue of procedural arbitrability at any time, the arbitrator shall hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance. The arbitrator shall not automatically be disqualified from hearing the substance of the grievance by reason of having determined arbitrability.

Section 6

(a) There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the University and the Union. Accordingly, in the absence of mutual consent of the University and the Union, an arbitrator may not be presented with or rule upon more than one grievance, provided that either the University or the Union may submit a class grievance to arbitration in accordance with this Article. It is the desire of the University and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the University and the Union agree otherwise in writing.

(b) Only the Union and the University or either's authorized representative may present or defend the grievance at arbitration.

(c) The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to him or her.

(d) The decision and award of the arbitrator shall be issued to the University and the Union within thirty (30) days of the close of the arbitration hearing or submission of the parties' briefs, whichever is later.

(e) The decision and award of the arbitrator shall be final and binding upon the University and the Union to this Agreement and the employees covered hereby to the extent provided by law.

(f) The fees and expenses of the arbitrator and the hearing room shall be shared equally by the University and the Union.

Section 7 – Failure of any Employee to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be modified or waived by the written agreement of the University and the Union.

Section 8 – A grievance initiated by the University alleging a violation of the Agreement by the Union shall be presented in writing to and discussed with the lead Union Steward. A demand for arbitration for such a grievance may also be made in accordance with Section 4, Step 4 of this Article.

**ARTICLE 18**  
**NO STRIKES – NO LOCKOUTS**

Section 1 – During the life of this Agreement, or any written extension thereof, neither the Union (including its officers, officials, agents and members) nor any Employee will, whether on or off duty and whether directly or indirectly, engage in, authorize or threaten any mass absenteeism; work stoppage; strike; sit-down; sit-in; walkout; sick out; slow-down; sympathy strike or refusal to cross any picket line at any University facility or work location, wherever it may be located; or in any other interference with or interruption of the University's operations for any reason.

Section 2 – The Union, upon the earlier of notification from the University or discovery by the Union of a violation of Section 1 of this Article by an Employee(s), shall immediately inform such Employee(s) through all reasonable means that such action is prohibited under this Agreement and that such Employee(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Employee(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union from the University that there has been a violation of this Article or discovery by the Union of a violation.

Section 3 – An Employee who engages in any conduct which violates the provisions of Section 1 of this Article shall be subject to discipline up to and including discharge without recourse to Article 17 – Grievance and Arbitration Procedure; provided, however, that an Employee who alleges that he or she did not engage in any conduct prohibited by Section 1 may have recourse to Article 17 – Grievance and Arbitration Procedure, in which case the sole question to be decided will be whether the Employee engaged in any conduct prohibited by Section 1.

Section 4 – In the event of a strike in violation of Section 1 of this Article, the University may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

Section 5 – During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out employees covered by this Agreement.

Section 6 – In the event of a lockout in violation of Section 5 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

Section 7 – Should the Union or its representatives or agents engage in any action in violation of Article 18 – No Strikes-No Lockouts, the University’s obligations and an Employee’s rights under Article 17 – Grievance and Arbitration Procedure shall be suspended, and those obligations shall resume at such time as the unlawful actions cease.

**ARTICLE 19**  
**LEGALITY/STABILITY OF AGREEMENT**

Section 1 – If any term or provision of this Agreement is at any time rendered or declared to be invalid by law or by a court of competent jurisdiction, all other terms and provisions of this Agreement not rendered or declared invalid shall remain in full force and effect. The Parties shall meet and negotiate regarding the affected part or parts of this Agreement.

**ARTICLE 20  
COMPLETE AGREEMENT**

Section 1 – This Agreement constitutes the entire agreement between the University and the Union. No deletion, change or amendment of any term or provision of this Agreement shall bind the University or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the University and the Union.

Section 2 – The University shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the University which is not included in this Agreement shall not be considered agreed to.

Section 3 – The failure of the University or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the University or the Union to future performance of any such term or provision, and the obligations of the University and the Union to such future performance shall continue in full force and effect.

**ARTICLE 21  
TERM OF AGREEMENT**

This Agreement shall be in full force and effect from April 28, 2016 to and including June 30, 2020, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, thereafter the Agreement shall

automatically be renewed from year to year unless either party notifies the other party in writing at least sixty (60) days prior to the end of the renewal period.

For Washington University

For Service Employees International Union, Local 1

H. Allen Jorg

Ter Beall

Dated: 6/22/16

Dated: 5-19-14

Mary E Cross

Dated: 5-4-16

Ruth Bolson

Neil [Signature]

[Signature]

Allen Schwab

[Signature]

Robert Jorek

\_\_\_\_\_



## **GRADUATE STUDENT SIDE LETTER**

The Parties agree that for purposes of Article 1 – Recognition, “graduate students” shall be interpreted consistent with the following principles: If an individual is teaching as part of his/her graduate course or graduate program, then that individual is an excluded graduate student. If an individual’s teaching is not part of his/her graduate course or graduate program, then that individual is a member of the bargaining unit.

In accordance with Article 3, Section 2 of the parties' collective bargaining agreement for the term April 28, 2016 through June 30, 2020 (the "Agreement"), this side letter outlines the timing and mechanics of implementing the deduction of Union membership dues and agency fees under the Agreement.

1. After receiving the bargaining unit information from the University regarding Employees teaching during the Fall and Spring semesters in accordance with Article 4, Sections 1.B and 1.C of the Agreement, the Union will provide the University with the names of all Employees who have authorized the deduction of Union dues or an agency service fee from their pay, a copy of the those Employees' signed authorization cards in the form attached to the Agreement as Appendix A, and a calculation of the amount of such Union dues or agency service fee that shall be payable to the Union from compensation paid to the Employee for performing services in his/her capacity as an Employee as defined in the Agreement during that academic term. If the Union provides such information to the University before the 15<sup>th</sup> of the month, the deductions will commence with that month's payroll absent unusual circumstances.
2. The parties agree and acknowledge that the University shall be under no obligation to deduct or otherwise withhold any monies from any Employee's pay until the University receives from the Union the information and signed authorization forms described in paragraph 1 above.
3. The Union will collect Union dues and agency service fees directly from Employees from compensation paid to an Employee for performing services in his/her capacity as an Employee as defined in the Agreement during a Summer term. The University will provide the Union information regarding these Employees in accordance with Article 4, Section 1.C of the Agreement.
4. The parties agree and acknowledge that the University will endeavor to have an automated system in place at the beginning of the Fall 2017 semester to deduct Union dues and agency service fees from Employees' pay after receiving the Employee's signed authorization card in the form attached to the Agreement as Appendix A.

The parties agree to discuss any issues that may arise in connection with the terms of this side letter during the term of the Agreement.

For Washington University



Dated: 6/22/16

For Service Employees International  
Union, Local 1



Dated: 5-31-16



# Stronger Together!

Name    
 First Last

Home Address

City  State  Zip

Work Email

Personal Email

Home Phone  -  -  Cell Phone  -  -

Yes, please send me important updates and reminders\*

College/University

Dept/Program

## Become a member of SEIU Local 1

Yes, I want to join with my fellow employees and become a member of SEIU Local 1. I request membership in SEIU Local 1 and accept all of the rights, responsibilities and benefits of union membership. I hereby request and voluntarily authorize my employer to deduct from my compensation for performing services in my capacity as an Employee as defined in the collective bargaining agreement between SEIU Local 1 and Washington University during the Fall and Spring Semesters an amount equal to the regular monthly dues and initiation fee uniformly applicable to members of SEIU Local 1.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of this authorization or the date of termination of the applicable contract between the employer and the Union, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the window period.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Membership in SEIU Local 1 is without regard to race, color, gender, sexual orientation, age, disability, religion, national origin, political belief or affiliation. SEIU Local 1 does not require any payment of dues or fees until a first contract is in effect. Union dues, contributions or gifts to SEIU Local 1 are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses. \*By providing my phone number, I understand SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge me for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.



# Agency Fee Check-Off Authorization

Name    
First Last

Home Address

City  State  Zip

Work Email

Personal Email

Home Phone  -  -  Cell Phone  -  -

Yes, please send me important updates and reminders\*

College/University

Dept/Program

## AGENCY FEE CHECK-OFF AUTHORIZATION

I hereby authorize and direct my employer to deduct from my compensation for performing services in my capacity as an Employee as defined in the collective bargaining agreement between SEIU Local 1 and Washington University during the Fall and Spring Semesters— and to transmit to Service Employees International Union Local 1 — the current amount of the SEIU Local 1 Agency Fee, as established by SEIU Local 1 in accordance with the SEIU Local 1 Constitution and Bylaws and applicable law. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period. SEIU Local 1 is authorized to deposit this authorization with my current Employer(s) and with any other Employer(s) under contract with Local 1 in the event I change Employer or obtain additional employment — and is authorized to redeposit this authorization with any Employer under contract with Local 1 if my employment with that Employer terminates and I am later rehired.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice to both the employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of this authorization or the date of termination of the applicable contract between the employer and the Union, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless I revoke it in writing during the window period.

I understand that choosing to pay an Agency Fee will deny me all rights of union membership — including, but not limited to, participation in contract votes and union leadership elections.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Membership in SEIU Local 1 is without regard to race, color, gender, sexual orientation, age, disability, religion, national origin, political belief or affiliation. SEIU Local 1 does not require any payment of dues or fees until a first contract is in effect. Union dues, contributions or gifts to SEIU Local 1 are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses. \*By providing my phone number, I understand SEIU and its locals and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. SEIU will never charge me for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.