COLLECTIVE BARGAINING AGREEMENT

Between

THE GEORGE WASHINGTON UNIVERSITY

And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CTW

August 11, 2012 – June 30, 2014

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This Agreement is made effective the 11th day of August, 2012, between The George Washington University (hereinafter referred to as the "University") and Service Employees International Union (SEIU), Local 500, CTW (hereinafter referred to as the "Union"), wherein it is mutually agreed as follows:

PREAMBLE

The Union and the University value and respect the role of the part time faculty covered by this agreement as contributors to a learning community. Our relationship is characterized by a spirit of professionalism, collegiality, and cooperation toward a common objective of providing an exceptional educational experience for the University's students. We believe in effective communication, mutual respect, and meaningful involvement of part time faculty in working towards this common objective. The Union recognizes and supports the commitment of the University 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 as well as differences as they arise. We are committed to resolving disputes through such collaborative processes and, when necessary, the grievance and arbitration procedure established in this Agreement, including its emphasis on informal resolution, or, if applicable, through the National Labor Relations Board. The University and the Union also agree that any public statements made during the term of this Agreement concerning any dispute or proceeding between the University and the Union will be consistent with the spirit of professionalism and collegiality that the parties have committed to maintain. We recognize that this approach promotes the success of each student, thus advancing the educational mission of the University.

The parties are committed to promoting an awareness, understanding, and respect of diverse interests, opinions and experiences and recognize the value such diversity has to the delivery of a high quality education to every student. A culture that encourages collaboration and respect is vital to a positive work environment conducive to the success of that the University's students and those who provide for their education.

ARTICLE I – RECOGNITION

A. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No. 5 -RC-15715, the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all regular part-time faculty who receive pro rated benefits and part-time faculty compensated per course, employed by the Employer, teaching at least one credit earning class or lesson or lab (hereinafter referred to as "Faculty members") except those referred to in paragraph B below.

B. EXCLUDED: All others employed by the University, including all full-time faculty; all employees in the School of Medicine & Health Sciences; all pre-clinical and clinical medicine instructional faculty; all librarians; all employees based in facilities of the Employer more than thirty (30) miles from the main campus; all employees at the Hampton Roads facility; all lab assistants, graduate assistants, clinical fellows, teaching fellows, teaching assistants, and research assistants who are not part-time teaching faculty; all employees who teach only zero credit laboratory, discussion or recitation sections; all volunteers; all administrators, registrars, managers, and guards and supervisors as defined in the Act.

ARTICLE II – BARGAINING UNIT INFORMATION

A. The University will provide to the Union a list of all Faculty members covered by this Agreement on the following dates (or the next business day): October 15, based on information available on September 30; February 15 based on information available on January 30; and July 15, based on information available on July 1. This list will include the Faculty member's name, GWID number, home address, GW email address, appointment period, title, departments(s), and applicable salary (semester or annualized, depending on appointment period), and credit hours. The list will also designate those Faculty members who are, based on the information available as of the date of the list, employed by the University solely in the Commonwealth of Virginia; members of the federal, state, or District of Columbia judiciaries; retired full-time University faculty who have emeritus status; or appointed to teach only compressed courses (i.e., six (6) weeks or less in duration).

B. The University also will provide to the Union an annual list of Faculty members participating in the University's health and dental benefits programs and the employer's and Faculty members' contributions to the University's retirement plan, if applicable.

C. All information will be provided electronically to the extent practicable.

ARTICLE III – UNION SECURITY AND CHECKOFF

A. Except as provided below, all Faculty members who become employed by the University and covered by this Agreement and who do not voluntarily acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their initial appointment as a Faculty member covered by this Agreement, or after the ratification of this Agreement, whichever is later, an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency

fee shall be determined by the Union in accordance with applicable law, as a percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union. This agency fee requirement shall not apply to Faculty members who are employed by the University in the Commonwealth of Virginia so long as Virginia law prohibits such coverage and is not preempted by changes to federal law, nor shall it apply to the following categories of Faculty members:

1. Members of federal, state, or District of Columbia judiciaries;

2. Faculty members who hold diplomatic or ambassador status;

3. Faculty members who are full or part-time employees of the International Monetary Fund or the World Bank Group;

4. Presidential appointees or non-career Senior Executive Service officials of the United States government, or foreign government officials;

5. Faculty members who are not paid directly by the University and whose services are instead procured through a contractual arrangement between the University and the Faculty member's primary employer;

6. Retired full-time University faculty who have emeritus status;

7. Faculty members who are appointed to teach a compressed course (i.e., six weeks or less in duration); or

8. Faculty members who affirm, through a written statement, that they or their firm provides representation to clients in their relationship with the Service Employees International Union, or its affiliated bodies, and that financial support of the Union will have a material adverse impact on that client relationship, because of an actual, potential, or perceived conflict of interest. However, such Faculty members shall be required to make contributions in an amount equal to the agency fee to a non-religious charitable organization(s) agreed to by the University and the Union in lieu of paying the agency fee to the Union.

B. Payment of union dues or agency fees, voluntary contributions to the SEIU Local 500 Committee on Political Education (COPE), or contributions to a charitable organization pursuant to subparagraph A.8 above, may be made by all Faculty members via the checkoff procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by a Faculty member arising from the University's actions in accordance with this Article.

C. Each payday, the University shall, during the term of this Agreement, deduct from a Faculty member's compensation a sum of dues or fees owed the Union for the month covered by that paycheck and authorized under federal labor law, provided the Faculty member has furnished the University a written assignment executed in accordance with the law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and, as to a new Faculty member, the University will include that form with his/her appointment letter.

D. The University shall remit the dues or fees to the Union or its duly authorized representatives within the first ten (10) working days of the month following the month of collection. Following receipt of any written checkoff revocation, the University shall notify the Union, in writing, of the revocation.

ARTICLE IV – MANAGEMENT AND ACADEMIC RIGHTS

A. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which Faculty members' performance is evaluated; to establish and require Faculty members to observe University rules and regulations; to discipline or dismiss Faculty members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to Faculty hiring and retention and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

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

C. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University, provided that the University has met its obligation to negotiate with the Union when the exercise of such other rights pursuant to this paragraph C will result in a material change to a Faculty member(s)' terms and conditions of employment.

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

ARTICLE V – APPOINTMENT AND RE-APPOINTMENT

A. Appointment to a position covered by this Agreement may be made only by the Provost and Executive Vice President for Academic Affairs, or designee. The listing of a course in the schedule of classes does not constitute an appointment.

B. Appointments for Faculty members who are compensated by the course may be for periods of a semester, parts of an academic year, or, in special circumstances, for longer periods. Appointments for regular part-time Faculty members shall generally be for one academic year.

C. Regular part-time Faculty members who are in their second consecutive academic year of appointment in that status will receive good faith consideration for re-appointment at the same base course load (defined as the average annual course load over the preceding four (4) semesters taught, excluding overload courses, if any). Faculty members who are compensated by the course and have previously taught a course for a minimum of four (4) semesters within a period of four (4) academic years at the University will receive good faith consideration for appointment to teach the same course if it is offered by the University within one academic year of the most recent appointment, provided that the University intends for the course to be taught by a Faculty member covered by this Agreement. Good faith consideration shall mean that re-appointment may be denied, reduced, or subsequently cancelled only in the following circumstances:

1. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections (hereinafter, "courses") offered in the applicable semester, but the impact shall be limited to the relevant course(s) taught by the Faculty member;

2. Creation of a full time position that absorbs existing courses taught by part time faculty, or any other circumstance in which the course will be taught by a full-time faculty member, but the impact shall be limited to the relevant course(s) taught by the Faculty member;

3. Cancellation of a course(s) due to under enrollment, based on a predetermined University, School or Department standard for minimum enrollment, but the impact shall be limited to the relevant course(s) taught by the Faculty member;

4. Elimination or decrease in courses due to changes in General Curriculum Requirements or major or minor or program offerings, or a decision by the University to adopt a "4 credit/4 course per semester" curricular structure, but

the impact shall be limited to the relevant course(s) taught by the Faculty member;

5. Poor performance by the Faculty member, as evidenced by student evaluations, classroom observation(s), or the Faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article VIII (Evaluations) or by a Department Chair/Program Director or designee through prior discussion. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment;

6. Discharge or serious misconduct or neglect of duties resulting in a suspension or written reprimand in accordance with Article XVI (Discipline and Discharge); or

7. Other bona fide reasons necessitating a relevant change in academic, fiscal, or programmatic needs.

In the circumstances set forth in subparagraphs 1, 2, 3, 4, and 7, the Department Chair/Program Director shall reasonably consider appointing the impacted faculty member to an available scheduled course that the Faculty member is qualified to teach.

D. It is in the interest of the University and the Faculty member to make an appointment as early as possible before the beginning of the course. In order to facilitate timely communication between the University and the Faculty Member, the Faculty member must inform the applicable Department or Program of any changes in his/her contact information during the periods that the notifications referred to in Sections E and F, below, are anticipated.

E. Faculty members who are compensated by the course and whose re-appointment will be recommended to the Provost and Executive Vice President for Academic Affairs will be so notified by the applicable University Department or Program as soon as reasonably possible, but no later than four (4) weeks before the beginning of the course. A Faculty member need not re-apply in order to be recommended for re-appointment, but if a Faculty member desires but does not receive such notice by this time, he/she shall promptly notify the Dean/Department Chair/Program Director. A Faculty member must notify the Dean/Department Chair/Program Director of his/her intention to accept an offer of re-appointment no later than one (1) week after he/she actually receives notice of recommendation for re-appointment. A Faculty member who declines such an offer will no longer be eligible for the status referred to in paragraph C, and the University may appoint another Faculty member to teach the course notwithstanding the notice period set forth in this paragraph E.

F. Regular part-time Faculty members who are in their second consecutive academic year of appointment in that status will be notified by the applicable University

Department or Program as soon as reasonably possible, but no later than four (4) months before the beginning of the following academic year whether their re-appointment will be recommended to the Provost and Executive Vice President for Academic Affairs. A Faculty member need not re-apply in order to be recommended for re-appointment, but if a Faculty member desires but does not receive such notice by this time, he/she shall promptly notify the Dean/Department Chair/Program Director. A Faculty member must notify the Dean/Department Chair/Program Director of his/her intention to accept an offer of re-appointment no later than one (1) month after he/she actually receives notice of recommendation for re-appointment. A Faculty member who declines such an offer will no longer be eligible for the status referred to in paragraph C, and the University may appoint another Faculty member to teach the course notwithstanding the notice period set forth in this paragraph F.

G. A Faculty member shall not be required to perform any work on behalf of the University for a course to be taught in a subsequent semester or academic year until the Faculty member has been notified of his/her recommendation for re-appointment.

H. The University retains the right to modify the title and/or content of a course that a Faculty member has been appointed to teach.

ARTICLE VI – COURSE LOAD

The University maintains a policy regarding the course load for part-time faculty, but that policy is not a part of this agreement. This Agreement is not intended to limit the authority of the University to assign higher course loads, at its discretion. The University reserves the right to modify the policy as circumstances warrant. The University will notify SEIU Local 500 prior to announcing a change in the policy and will refrain from implementing the change for a period of 10 calendar days to provide Local 500 with an opportunity to discuss the change. If, at the end of that 10 day period, the University decides to implement a revised policy, the University will provide Local 500 with a written copy of the revised policy.

ARTICLE VII – ACADEMIC FREEDOM & FACULTY RIGHTS AND RESPONSIBILITIES

A. Subject to the terms of this Agreement, Faculty members shall enjoy academic freedom in the course of their classroom teaching, and, if part of their responsibilities under the terms of their appointments, scholarship or creative work. Academic freedom is defined to mean freedom of investigation and of expression, subject to legal restrictions and guidelines adopted by the University and as set forth below.

B. In the classroom, a Faculty member's exposition shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students.

C. In speaking and writing outside the University, a Faculty member shall not attribute his or her personal views as those of the University, unless expressly authorized in writing by the University to do so.

D. If there is a standard course syllabus, a Faculty member who is teaching a course for the first time at the University shall receive from the Dean/Department Chair/Program Director, or designee, within a reasonable time before the beginning of his or her teaching assignment, a copy of the standard course syllabus to be used in the course. If there is no standard course syllabus, or if the Faculty member believes that the standard course syllabus should be modified, then the Faculty member shall develop a new syllabus in consultation with the Dean/Department Chair/Program Director, or designee, based on the following: the syllabus for the course when it was recently taught, the most recent Department-approved course description and/or outline, and/or a Department-approved statement of the course's purposes and objectives. In all cases, the Dean/Department Chair/Program Director shall retain the right to review and approve any new or modified syllabus.

E. Faculty members shall perform well their assigned academic duties and maintain standards of professional ethics.

F. In the classroom, Faculty members shall be responsible for the maintenance of good order and the observance of University regulations. Faculty members shall prepare for their classes and conduct them in an appropriately professional manner. They shall meet classes on time, hold classes for the full period except in the event of an emergency or as an approved practice by the Department or Program Chair, and evaluate academic performance fairly and reasonably.

G. Faculty members shall report promptly to their Dean/Department Chair/Program Director matters requiring potential academic or non-academic disciplinary action against students under applicable University and School policies and procedures relating to academic integrity and codes of conduct, and shall participate or cooperate, as appropriate, in any resulting disciplinary proceedings in accordance with those policies and procedures.

ARTICLE VIII – EVALUATIONS

A. The intent of evaluation is to support excellence in teaching and adherence to academic and professional standards.

B. Student evaluations will be conducted for each course, except for an independent study or dissertation or similar course, in accordance with University policy. Student evaluations will be made available to the Faculty member at the end of the semester once all grades are submitted. Faculty members shall cooperate with the appropriate academic administrators to facilitate the student evaluation process. Faculty members shall have the right to submit additional questions for the Department or Program to consider adding to student evaluations, in order to address issues that are specific to the Department, Program, or course.

C. All Faculty members shall be evaluated at least once every two (2) academic years of appointment based on a review of student evaluations in the course(s) taught by the Faculty member. In reviewing the student evaluations, the Dean/Department Chair/Program Director, or designee (hereinafter referred to as the Evaluator) may consider the following factors: treatment of the course description and syllabus, demonstration of effective teaching methods, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. Evaluations in courses using special teaching methodologies, such as distance learning courses, may encompass the factors listed above, and others as appropriate, to the extent practicable. The Faculty member may, if he/she chooses, submit a written reflection on the student evaluations. The Evaluator will discuss the evaluation with the Faculty member, upon request of the Faculty member or the Evaluator.

D. An additional evaluation of Faculty members should generally occur as described below. This additional evaluation shall be based on student evaluations and feedback, one or more classroom observations, a review of the syllabus and course materials, and an optional Faculty self-assessment in a form to be mutually agreed upon by the University and the Union. The Evaluator shall give consideration to all relevant material provided by the Faculty member in advance of the evaluation being prepared.

    1. A regular part-time Faculty member will receive this additional evaluation once every three (3) academic years of appointment. The evaluation will include the factors listed in paragraph C above and any other factors related to other duties as reflected in the letter of appointment or in written School, Department, or Program standards. This evaluation will supersede the evaluation described in paragraph C if they would occur in the same academic year.

    2. A part-time Faculty member who is compensated by the course may request this additional evaluation once every six (6) semesters of appointment. Requests for such evaluation shall be made by no later than the second week of classes. Reasonable efforts will be made to conduct the evaluation in the semester requested, but it may be delayed to the next appointment term, if any. This evaluation will supersede the evaluation described in paragraph C if they would occur in the same academic year.

3. Classroom observation(s) undertaken for purposes of this evaluation may occur at any time within a two (2) week window of time, which shall be designated in advance by the Evaluator after consultation with the Faculty member. Classroom observation(s) shall be conducted during a period in which instruction is taking place, and for a duration of time reasonably necessary to observe a Faculty member's teaching skills and methodologies.

4. The Evaluator will prepare a written evaluation report within a reasonable period of time after the student evaluations are made available to the Evaluator. A copy of the evaluation will be made available to the Faculty member. Upon request of the Faculty member or the Evaluator, the Evaluator will meet with the Faculty member in a timely manner to discuss it. A Faculty member may submit a written response to the evaluation within three (3) weeks of the Faculty member's receipt of the evaluation. The Evaluator shall review the response and decide whether to maintain the original evaluation, modify the evaluation, or require a new evaluation. In any event, the Faculty member's written response shall be maintained as part of the evaluation materials.

5. The University will maintain all evaluation materials in a confidential manner to the extent consistent with University policies and applicable law.

E. The University may observe teaching performance at any time. The Faculty member ordinarily shall have advance notice of such action but may not if, in the University's good faith judgment, circumstances do not warrant it.

F. The University will promptly notify Faculty members of any concern regarding poor performance.

ARTICLE IX – UNION REPRESENTATION

A. The representatives of the Union shall have reasonable access to the University's academic facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.

B. The University will not unreasonably deny Union requests for suitable meeting space in the Marvin Center or other University-owned or controlled buildings for meetings with its membership covered under this Agreement, up to three (3) times per academic year, upon request by the Union at least ten (10) business days prior to the meeting date. In addition, the University will give consideration to requests for additional meeting times. Such requests shall not be unreasonably denied.

C. The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material.

ARTICLE X – ACCESS TO SERVICES

A. Faculty members shall be provided an e-mail address on a University server, which Faculty members must request in order to activate and which they shall use regularly to communicate with students, administrators and other Faculty. In addition, Faculty members shall have access to web space to construct and maintain their own website in furtherance of their University-related activities. Use of University electronic resources (e.g., e-mail and web space) shall be in accordance with University policies and procedures. The University shall notify Faculty members of the availability of e-mail and web services.

B. Faculty members shall have reasonable access to computers, internet, photocopying and printers provided by the relevant department or program for course-related work.

C. The University shall appropriately maintain the academic facilities and equipment provided by the relevant department or program. Faculty members shall report the need for facilities or equipment maintenance to the appropriate department or program administrator, Dean's Office, or the University's Director, Part-time Faculty Personnel Administration.

ARTICLE XI – APPROVED CLASSROOM RELATED EXPENSES

A. If the supplies, materials, and/or software needed to teach a course are unavailable, the Faculty member shall obtain authorization from the department or program chair before incurring any out-of-pocket expense. If the Faculty member is authorized in advance by the University to purchase supplies, materials and/or software for a course, he/she will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

B. All proposed course-related field trips must be approved in advance by the relevant department or program chair, and if approved, Faculty members must abide by applicable guidelines and policies relating to such field trips. Upon prior written approval by the department or program, the University shall generally make direct payment to the institution or facility to cover the cost of field trips and similar expenses directly related to the course curriculum. Examples of such field trips may include, but are not limited to, museum trips, concerts, movies, plays, and readings. If a Faculty member receives written authorization to cover

the costs of the approved field trip or similar expenses, he/she will be promptly reimbursed, upon submission of a receipt or other documentation of the expense.

ARTICLE XII – LABOR MANAGEMENT COMMITTEE

A. The University and the Union are committed to an ongoing cooperative relationship that fosters effective ongoing communication and addresses issues and concerns with recommendations that are in the best interest of the parties. To that end, the parties agree to the creation of a joint labor-management committee.

B. The Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University. The parties will designate their own representatives to the Committee, including one designee as co-chair. If agreed to by both parties in advance of the meeting, more than five (5) representatives of one or both parties may attend a meeting.

C. The Committee may consider and make recommendations on matters of general importance to the Faculty and the University including but not limited to: health and safety; training; and space, facilities and resources available to the Faculty.

D. The Committee shall meet at least once a semester, at mutually acceptable dates and times. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the University will suggest agenda items two (2) weeks prior to each meeting.

E. The University shall retain the final authority with respect to adopting recommendations made by the Committee.

ARTICLE XIII – PERSONNEL FILES

A. A Faculty member may review his/her personnel file upon request at the Faculty and Staff Service Center or, with respect to information on benefits, if applicable, the Office of Human Resource Services. Except as set forth in C., below, upon his/her request, the Faculty member will be given a photocopy of any item(s) in such file(s) in accordance with University policy.

B. When the Faculty member seeks review of his/her personnel file in connection with Article XX (Grievance and Arbitration Procedure), the Faculty member may have a Union representative present at the review and examine the documents. The University's Director of Part-time Faculty Personnel Administration or designee shall be present.

C. Peer and external evaluations maintained by the Faculty and Staff Service Center or the Office of Human Resource Services, as referenced in paragraph A,

regarding or relating to recommendations for appointment, reappointment, and/or promotion are confidential and not subject to examination or copying unless relied upon by the University and needed to process a grievance under Article XX. In such event, the evaluation shall be redacted in order to maintain the confidentiality of the evaluator's identity. In no event shall a document protected by an applicable legal privilege be subject to examination or copying, nor shall the document be relied upon as a basis for denying an appointment, reappointment, and/or promotion; nor shall the document be introduced as evidence in any grievance or arbitration proceeding.

ARTICLE XIV – HEALTH AND SAFETY

The University and the Union are committed to providing a safe working environment for all Faculty members. To that end, the Labor Management Committee as provided for in Article XII, in addition to its other duties, shall be responsible for considering and making recommendations on health and safety issues as they arise.

ARTICLE XV – NON-DISCRIMINATION

A. The University reconfirms its commitment to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment as recognized under applicable law and/or as stated in the Faculty Code and University policies, as each may be amended from time to time. Protected categories in place as of the effective date of this Agreement shall remain in effect for the duration of this Agreement.

B. The Union acknowledges that, like other University employees, Faculty members covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in paragraph A.

C. Both the University and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement.

D. The University will continue to publicize the locations for its equal opportunity policies and procedures, including the sexual harassment policy.

E. The parties agree that the Grievance and Arbitration Procedure under this Agreement is the preferred procedure for addressing any claimed violation of this Article or any anti-discrimination law incorporated into this Article. A Faculty member who chooses to file a claim of discrimination with the Equal Employment Opportunity Commission or the applicable State, local, or District of Columbia agency and/or a lawsuit alleging a violation of this Article or any anti-discrimination law incorporated into this Article, shall be deemed to have waived

his/her right to pursue that claim under Article XX (Grievance and Arbitration Procedure).

ARTICLE XVI – DISCIPLINE AND DISCHARGE

A. The University reserves the right to take corrective action, including but not limited to oral or written counseling, reprimand, and paid suspension for reasons of just cause only. Further, the University may place a Faculty member on unpaid suspension and/or discharge a Faculty member during the term of an appointment for reasons of just cause only. A Faculty member may grieve such corrective action, suspension or discharge through the provisions of Article XX (Grievance and Arbitration Procedure). Just cause shall mean that there is a reasonable basis for the University's action, supported by substantial evidence, which the University reasonably believes to be true, and which is not based on arbitrary, capricious or illegal reasoning, and when the corrective action and/or discipline is commensurate with the seriousness of the alleged infraction and other surrounding circumstances.

B. Each appointment ceases at the end of the designated appointment period. The expiration of an appointment or the University's failure to offer re-appointment shall not be considered as disciplinary or corrective action or subject to the just cause standard, but shall instead be subject to Article V (Appointment and Re-Appointment), unless the basis for denial of re-appointment was discipline or discharge as set forth in Article V, paragraph C, subparagraph 6.

ARTICLE XVII – COMPENSATION AND BENEFITS

A. Compensation for Faculty Members Who Are Compensated by the Course

1. Effective Fall 2012, Faculty members who are compensated by the course shall be compensated at the following minimum rates, except as provided in Appendix A:

Rank	Rate Per Standard 3 or 4 Credit Course	Rate Per Standard 1 or 2 Credit Course
Professorial Lecturer (with terminal degree in the applicable field)	$4,030	$2,440
Lecturer (without terminal degree in the applicable field)	$3,500	$2,120

2. The compensation rates set forth above are minimums and do not preclude the University from compensating Faculty members above these rates.

3. These minimum rates shall not apply to non-standard courses, to which the University's minimum per course compensation rates have historically not been applied, such as studio or individual instruction (and other courses where compensation is on a per student basis), physical activity courses, independent study or supervision, and dissertation/thesis research supervision. Such non-standard courses shall be governed by Appendix A to this Agreement.

4. Faculty members who were compensated for a course at a rate above the applicable minimum standard course rate during the 2011-2012 academic year, shall receive the following increase to their rate of pay for that course, effective Fall 2012:

Rank	Increase for Standard 3 or 4 Credit Course	Increase for Standard 1 or 2 Credit Course
Professorial Lecturer (with terminal degree in the applicable field)	$155	$95
Lecturer (without terminal degree in the applicable field)	$140	$85

5. Notwithstanding Article V of this Agreement (Appointment and Re-Appointment), if a Faculty member's appointment to teach a course is cancelled, denied or revoked for any reason after the Faculty member is notified of re-appointment, and less than 21 calendar days before the first day of classes of the semester or other applicable course start date, or less than 10 calendar days before the start of a summer course, the Faculty member will receive a course reduction fee of twenty percent (20%) of the salary that the Faculty member would have received for the course, provided that the Faculty member actually suffers a loss of compensation from the University during that same semester as a result of such cancellation, denial, or revocation. This fee will be in the form of a lump sum payment, made no later than 60 days after the first day of classes of the semester or other applicable course start date. If the reason for the cancellation is insufficient enrollment, the applicable Department, Program, or School, may, in its sole discretion, offer the Faculty member the option of teaching the students who had enrolled in the course. In that event, the Faculty member shall receive, in addition to any course reduction fee, compensation at a per student rate or other rate determined by mutual agreement with the applicable Department, Program, or School. In the event that agreement is not reached, the course reduction fee will still apply.

B. Compensation for Regular Part-Time Faculty Members

1. The compensation rates for regular part-time Faculty members reflect that they have obligations in addition to classroom teaching, such as service on committees, advising, and assisting with the administrative needs of the Department or Program. These obligations do not include participation in University or School governance or scholarly activities.

2. Course loads and expected non-teaching responsibilities for regular part-time Faculty members are established at the time of appointment and confirmed in writing between the Faculty member and the University.

3. Regular part-time Faculty members who are asked and agree to teach a standard course or courses above their established course load, shall be compensated for the additional course load at the appropriate course rate for Faculty members who are compensated by the course as set forth in this Article.

4. Effective Fall 2012, regular part-time Faculty members shall be compensated at the following minimum annualized salary rates, except as provided in Appendix A:

Rank	Annualized Salary
Adjunct Professor (with terminal degree in the applicable field)	$22,280
Adjunct Instructor (without terminal degree in the applicable field)	$21,220

5. The compensation rates set forth above are minimums and do not preclude the University from compensating Faculty members above these rates.

6. Regular part-time Faculty members who were paid an annualized salary above the applicable minimum rates during the 2011-2012 academic year, shall receive the following increase to their salary, effective Fall 2012:

Rank	Increase to Annualized Salary
Adjunct Professor (with terminal degree in the applicable field)	$850
Adjunct Instructor (without terminal degree in the applicable field)	$775

C. Benefits

1. Regular part-time Faculty members shall have the opportunity to participate in the following University benefit plans according to the terms and conditions of such plan documents and summary plan descriptions as are in effect from time to time, which are hereby incorporated into this Agreement: health insurance; dental insurance; retirement, with 4% University retirement contribution eligibility and matching University contribution eligibility; supplemental retirement plan; short-term disability; life insurance based on compensation; supplemental life insurance; long term care insurance; legal resources; flexible spending accounts; and tuition remission. In addition regular part-time Faculty members shall have the opportunity to participate in the SmartBenefits program on a pre-tax basis.

2. Faculty members who are compensated by the course shall have the opportunity to participate in the University's supplemental retirement plan according to the terms and conditions of such plan documents and summary plan descriptions as are in effect from time to time, which are hereby incorporated into this Agreement. In addition, Faculty members who are compensated by the course shall have the opportunity to participate in the SmartBenefits program on a pre-tax basis, and they shall be eligible to take a medical leave of absence as applicable under the Family Medical Leave Act.

3. In recognition of the fact that the plans referenced in paragraphs 1 and 2 cover many employees who are outside the scope of this bargaining unit, the Union specifically acknowledges and agrees that the University may modify these plans at its discretion, provided that any such modification is generally applicable to other University employees who are covered by these plans.

4. Not later than 90 calendar days after the effective date of this Agreement, the University and the Union shall create a joint committee to examine heath care issues and options in light of the new federal health care reform law (the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010).

5. Part-time Faculty members shall have the same access to the University pool and gym as full-time faculty members.

ARTICLE XVIII – PART-TIME FACULTY PROFESSIONAL DEVELOPMENT FUND

A. In order to foster part-time faculty professional development opportunities, the University shall provide a Part-Time Faculty Professional Development Fund (PTFPDF). The PTFPDF will be implemented effective January 1, 2013 and the

total funding available for fiscal year 2013 will be $15,000. The maximum amount payable from the PTFPDF shall be equal to $600 per Faculty member; provided that the total amount payable under this section shall not exceed $35,000 within any fiscal year, and that of the $35,000 in annual funding, no more than $17,500 will be allocated for the first half of the fiscal year (July 1 through December 31) and $17,500 plus any unused funds from the first period, will be allocated for the second half of the fiscal year (January 1 through June 30). Consistent with University policy, all PTFPDF funds allocated for one fiscal year must be spent within that fiscal year. Reimbursements provided under this section in any fiscal year shall be used for the reimbursement of reasonable costs associated with pre-approved professional development activities relevant to the Faculty member's discipline or teaching responsibilities. The availability of PTFPDF funds for any specific request will be based on the date(s) of the event or activity to be supported within the fiscal year. Approved applications will be funded on a first-come first-served basis.

B. Faculty members are limited to one (1) approved reimbursement from the PTFPDF during the term of this Agreement. Eligibility shall be limited to Faculty members with good faith consideration for reappointment under Article V of the Agreement. If similar professional development support is available in the Faculty member's program, department or school, the Faculty member must also apply, in advance or concurrently, for support from these sources. Funds approved from such sources must be expended first; but if these funds are insufficient an application may be made for supplementary funds from the PTFPDF up to the full $600. In all cases, funding support will take the form of reimbursement based on the submission of original receipts. Receipts must be submitted within 30 days after the professional development activity or event occurs to be eligible for reimbursement.

C. Requests for PTFPDF support shall be submitted on the form developed by the University to the head of the academic unit responsible for the Faculty member's teaching (e.g., program director, department chair, or their designee) for approval. Evaluation of applications will be based on normal academic, programmatic and/or disciplinary standards, but will not be unreasonably denied. Applications for PTFPDF support, approved or denied, will then be forwarded for approval/confirmation by the appropriate dean (or designee). The dean's office will then forward all applications to the Office of Faculty Recruitment and Personnel Relations for final consideration of Faculty eligibility and PTFPDF funding availability.

D. The Union and the University shall collaborate in establishing reasonable processes governing the use of the PTFPDF and in ensuring that such processes are being adhered to.

ARTICLE XIX – PAY DAY

A. A Faculty member shall be paid on a timely basis, in accordance with the University's normal business operations, for the teaching and other compensable duties he/she performed, provided the Faculty member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

B. Faculty members shall receive an itemized pay stub, in paper or electronic form at the University's discretion. The precise payday shall be the same day set for others in the University who are similarly situated.

ARTICLE XX – GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University's Director of Part-Time Faculty Personnel Administration.

B. An aggrieved Faculty member or the Union shall present a grievance within twenty (20) working days of its occurrence or discovery, or such grievance shall be deemed waived. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested. A grievance alleging a violation of Article XV (Non-Discrimination) must include the following waiver language, which must be signed by the grievant: "If I am alleging illegal discrimination, I understand that I have a choice of pursuing my rights under Title VII of the Civil Rights Act of 1964 and/or any other applicable federal, state, or local non-discrimination law (e.g., the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Equal Pay Act, the District of Columbia Human Rights Act) either through the federal, state, and local regulatory and statutory procedures, or through this Grievance and Arbitration Procedure, but not both. I understand that by filing a grievance claiming discrimination, I voluntarily waive my rights to pursue the same matter through the EEOC or applicable State or District of Columbia agencies, or through a lawsuit." A Faculty member may be accompanied by a Union representative starting at Step 2 of the grievance procedure, except that a Faculty member may be accompanied by a Union representative at any investigatory interview that the

Faculty member reasonably believes may result in disciplinary action, including at Step 1 of the grievance procedure.

C. The following steps shall be followed in the processing of grievances:

Step 1. The Faculty member shall file the grievance with his/her Department Chair or Program Director within twenty (20) working days of its occurrence or discovery. If the grievance is not resolved satisfactorily within ten (10) working days thereafter, the grievance may proceed to Step 2. Furthermore, while the Faculty member and the University are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the Faculty member's behalf at Step 2, provided it is so initiated within the twenty (20) working days specified in paragraph B above. In the event an individual Faculty member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Step 2. If the grievance is not resolved at Step 1, the Faculty member may request that the Union appeal the grievance to Step 2. The Union shall meet with the grievant and, if the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Dean of the appropriate School or his/her designee within ten (10) working days of receipt of the Step 1 response, or within ten (10) working days of the deadline for the Step 1 response, if none was received. If the grievance is filed within the time limits, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within twenty (20) working days of the meeting. If the Dean or his/her designee fails to respond within twenty (20) working days of the meeting, the grievance may proceed to Step 3.

Step 3. A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's Provost and Executive Vice President for Academic Affairs or his/her designee within ten (10) working days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not resolved at this meeting, the Provost and Executive Vice President for Academic Affairs or his/her designee shall respond to the Union in writing within twenty (20) working days of the meeting. Any grievance filed by the Union on behalf of two or more Faculty members, or involving the discharge of a Faculty member or a grievance against a Dean, may be initiated at Step 3. Additionally, as to any other grievance, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

D. Arbitration. A grievance not resolved at Step 3 may be appealed to arbitration by the Union within thirty (30) working days of the Step 3 response. The Union

shall request arbitration by giving notice to that effect to the Federal Mediation and Conciliation Service with a copy to the University. Unless the parties agree upon the selection of an arbitrator, such selection shall be in accordance with the procedures of the Federal Mediation and Conciliation Service. The arbitrator shall have jurisdiction only over grievances, as defined in this Article, and shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under Article IV (Management and Academic Rights) which are not further abridged by other terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Faculty member, the Union and the University. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.

E. If a Faculty member must miss a class because he/she is required to attend an arbitration, there will be no loss of compensation from the University for that Faculty member. The Faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor. Such replacement approval shall not be unreasonably denied.

F. All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed 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. If the aggrieved Faculty member or other participant for the Union is expected by the Union to attend and fails to attend a scheduled grievance meeting without reasonable advance notice to the University, then the University may elect to proceed with the grievance meeting without the Faculty member or other individual's participation, or to reschedule the grievance meeting. If a participant for the University is expected by the University to attend and fails to attend a scheduled grievance meeting without reasonable advance notice to the Union, then the Union may elect to proceed with the grievance meeting without the individual's participation, or to reschedule the grievance meeting. Exceptions shall be made for an individual's absence due to an emergency situation. If the aggrieved Faculty member is expected by the Union to attend and fails to attend two scheduled grievance meetings on the same grievance, without reasonable advance notice to the University and the Union, the grievance shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

ARTICLE XXI – NO STRIKE/NO LOCKOUT

A. The Union agrees that it will not call, instigate, engage or participate in, encourage, approve, or endorse, nor will it permit any Faculty member to call, instigate, engage or participate in, any strike; sympathy strike; sit-down; slow-down; demonstration that interferes with or disrupts the normal operations of the University as a result of the Union or Faculty member's actions; withholding of or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act); or any other interference with or stoppage of work by Faculty members. Any Faculty member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

B. In the event that any Faculty member violates the provisions of paragraph A, the Union shall immediately use every means at its disposal to persuade Faculty members who participate or engage in any such action to cease such action and return to full, normal, and timely work, including the distribution to the Faculty members and the University, within twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.

C. The University agrees that it shall not lock out any of the employees covered by this Agreement.

ARTICLE XXII – CONFORMITY TO LAW - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable law, and are separable. If any part of this Agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the U.S. Department of Labor, such invalidity or reporting obligation shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE XXIII – TERM OF AGREEMENT AND TERMINATION AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect from August 11, 2012 through and including June 30, 2014, 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 when neither party gives

such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter.

THE GEORGE WASHINGTON UNIVERSITY

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Steven R. Lerman
Provost and Executive Vice President for Academic Affairs
A. James Clark Professor of Civil and Environmental Engineering

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Louis H. Katz
Executive Vice President and Treasurer

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CTW

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APPENDIX A – NON-STANDARD COURSE RATES

The following non-standard course rates shall be effective as of Fall 2012:

Category	**Rate**
Co-teachers	Divide standard course rate (or higher rate) according to percentage of effort, as agreed to by the affected Faculty members and approved by the University.
Teachers provided through contract with third party entity to provide an array of services (e.g., Smithsonian)	Course compensation rate, if any, is determined by third party entity; may not necessarily be standard course rate.
"Suppliers" (course payment is made to third party entity)	Standard course rate (or higher rate) is paid to the third party entity.
Those teaching activity or skills courses (e.g., exercise science) (1 credit courses)	$900 per course minimum or a $30 per course increase for those above the minimum rate during the 2011-2012 academic year.
Applied Music Faculty	$65 per clock hour minimum; regular part-time Faculty members shall be paid the greater of (a) the $65 per clock hour minimum or (b) the greater of an annualized salary of $22,280 ($21,220 for Adjunct Instructors) or the $850 increase ($775 for Adjunct Instructors), provided they have a workload of at least 15 clock hours per week (including administrative assignments).
Independent Study (variable credit)	Determined by individual agreement between the University and the Faculty member.
Dissertation or Thesis Advising Directed Reading (variable credit)	Determined by individual agreement between the University and the Faculty member.
Internship Supervisors (visit student teachers in the field; 3 or 6 credit course)	$600 per student minimum or an increase of $30 per student for those above the minimum rate during the 2011-2012 academic year.