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## COLLECTIVE BARGAINING AGREEMENT between GEORGETOWN UNIVERSITY and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CTW

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**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**GEORGETOWN UNIVERSITY**  
**and**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CTW**

**October \_\_, 2014 – June 30, 2017**

This Agreement is entered into this \_\_\_\_\_ day of October, 2014 by and between Georgetown University (hereinafter referred to as the “University,” and Service Employees International Union Local 500, CtW (hereinafter referred to as the “Union”).

## **PREAMBLE**

The Union and the University value and respect the role of the part time faculty covered by this Agreement as essential 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.

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 the University’s students and those who provide for their education.

## **Article 1 - Recognition and Bargaining Unit Description**

- A. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in Case No. 5 -RC-100905 the University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all part-time faculty employed by the Employer to teach in the programs and academic units of the Employer’s Main Campus in Washington, DC, teaching at least one credit-earning class, lesson or lab (hereinafter referred to as “adjunct faculty members”), excluding those referred to in paragraph B below.

- B. The bargaining unit shall exclude all other employees, specifically: all employees of the Georgetown University Law Center or the Georgetown University Medical Center (including the School of Medicine and the School of Nursing and Health Studies); all faculty teaching in locations outside of Washington, D.C.; all faculty teaching only on-line courses (regardless of location); all full-time faculty; all graduate students; all lab assistants, graduate assistants, teaching associates, clinical fellows, teaching fellows, teaching assistants, research assistants; all full-time or part-time staff or administrators, whether or not they also have teaching responsibilities; all deans, registrars, and librarians; all volunteers; and managerial employees, office clerical employees, guards, and supervisors as defined in the Act.

## **Article 2 - Bargaining Unit Information**

- A. The University will provide to the Union a preliminary list of the adjunct faculty members who are included in the bargaining unit, as defined in Article 1, not later than September 1 and January 15 of each year, based on the information available at those times. The University will provide an updated list not later than September 30 and February 14 of each year.
- B. The list shall include each adjunct faculty member's name, employee identification number, home address, University email address, initial hire date, and assignment(s) for the semester (including course title(s), department, credits per course, and pay rate).

## **Article 3 – Union Security and Check-Off**

- A. Commencing upon the effective date of this Agreement, and unless exempted by paragraph B below, any adjunct faculty member who is covered by this Agreement (and who does not voluntarily become and remain a member in good standing of the Union) shall be required as a condition of continued employment to 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 beginning no later than thirty-one (31) days after the date of their initial appointment as an adjunct faculty member covered by this Agreement. 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.
- B. The agency fee requirement in paragraph A shall not apply to the following categories of adjunct faculty members:
  - 1. Members of federal, state, or District of Columbia judiciaries;
  - 2. Adjunct faculty members who hold diplomatic or ambassador status;

3. Adjunct 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. Adjunct 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 adjunct faculty member's primary employer;
  6. Retired full-time University faculty who have emeritus status;
  7. Adjunct faculty members who are appointed to teach a compressed course (*i.e.*, one or two monthly pay periods); or
  8. Adjunct faculty members who affirm, through a written statement, that payment of an agency fee to the Union will have a material adverse impact on their professional work or employment outside of the University because of an actual, potential, or perceived conflict of interest. However, such adjunct faculty members shall be required to make contributions in an amount equal to the agency fee to a charitable organization(s) agreed to by the University and the Union in lieu of paying the agency fee to the Union.
- C. Adjunct faculty members may elect to have 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 B.8 above made via the check-off procedure provided in paragraph D below.
- D. Each payday, the University shall, during the term of this Agreement, deduct from an adjunct 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 adjunct faculty member has furnished the University a voluntary check-off authorization form executed in accordance with the law. The Union may obtain said authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determine that it complies with applicable law. 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 revocation of the check-off authorization, the University shall notify the Union, in writing, of the revocation.
- E. 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 an adjunct faculty member arising from the University's actions in accordance with this Article.

#### **Article 4 – Appointment and Re-Appointment**

- A. Appointments of adjunct faculty members covered by this Agreement may be made only by the Provost or his/her designee. The listing of a course in the schedule of classes does not constitute an appointment.
- B. Subject to the terms of this Agreement, appointments of adjunct faculty members may be for a semester or for shorter or longer periods, depending on the duration of the course, which shall be determined by the University in its discretion.
- C. Adjunct faculty members who have previously taught a specific course for at least two (2) calendar years and a minimum of four (4) times within a period of four (4) calendar 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 (1) calendar year of the most recent appointment, provided that the University intends for the course to be taught by an adjunct faculty member covered by this Agreement. Good faith consideration does not preclude the University from appointing another faculty member to teach a different course. Good faith consideration shall mean that re-appointment to teach a specific course 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 adjunct faculty member;
  - 2. Creation of a full-time position that absorbs existing courses taught by an adjunct faculty member, 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 adjunct faculty member. The University will develop a process for posting on its website available full-time faculty positions.
  - 3. Cancellation of a course or section due to under-enrollment or for programmatic reasons, as determined by the University in its discretion, except that the cancellation of a course shall not impact other courses taught by an adjunct faculty member.
  - 4. Elimination, decrease, or substantial modification of courses due to changes in curriculum or program offerings, but the impact shall be limited to the relevant course(s) taught by the adjunct faculty member.

5. Poor performance by the adjunct faculty member, as evidenced by student evaluations, classroom observation(s), or the adjunct faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article 5 (Evaluations) or by a Department Chair or Program Director through prior discussion. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment.
6. Discharge, serious misconduct, neglect of duties, or conduct by the adjunct faculty member that is outside the scope of his/her employment with the University but, in the reasonable judgment of the University, would adversely affect the adjunct faculty member's ability to teach or be a member of the University community. Consistent with Article 8 (Academic Freedom and Faculty Rights and Responsibilities), it is understood that this will not interfere with an adjunct faculty member's academic freedom.
7. Availability of an alternate adjunct faculty member not currently employed by the University who, in the University's reasonable discretion, has substantively greater qualifications to teach the specific course taught by the impacted adjunct faculty member. It is understood that, in most cases, the alternate adjunct faculty member will not teach the specific course taught by an adjunct faculty member who is entitled to good faith consideration.
8. Where the appointment would result in an adjunct faculty member exceeding the maximum number of courses or credit hours permitted by the University under its authority in Article 9 (Management Rights).
9. Other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the University, as determined by the University in its reasonable discretion.

In the circumstances set forth in subparagraphs 1, 2, 3, 4, 7 or 9, the University shall reasonably consider appointing the impacted adjunct faculty member to teach an available scheduled course that the adjunct faculty member is qualified to teach. If the adjunct faculty member is displaced by an alternate adjunct faculty member pursuant to subparagraph 7 and is not offered another course, the affected adjunct faculty member shall receive a one-time payment equal to seventy-five percent (75%) of the amount the adjunct faculty member received the last time he/she taught the course. Further, should the alternate faculty member discontinue teaching the course anytime during a three-year period commencing with the first time he/she teaches the course, and the University continues to offer the course, the displaced adjunct faculty member shall have his/her good faith consideration restored to him/her for purposes of teaching that course.

- D. An adjunct faculty member who is entitled to good faith consideration will be notified in writing of his/her re-appointment to teach a course by May 31 for the fall semester and by December 15 for the spring semester.
- E. An adjunct faculty member who is notified in writing of his/her re-appointment to teach a course shall notify the University of the acceptance of the appointment as soon as possible. If the adjunct faculty member fails to respond within two (2) weeks of receiving notice of the re-appointment, unless some other time period is agreed upon, in writing, between the University and the adjunct faculty member, the adjunct faculty member will be deemed to have declined the appointment. This time period for accepting an appointment shall only apply when an adjunct faculty member is re-appointed to teach the same course. A shorter time period for acceptance may be required in other situations, including an initial appointment to teach a particular course, an appointment to teach an additional section of a course, or when the University needs to fill a vacancy because another faculty member is unable to teach or has declined an appointment.
- F. Except in exigent circumstances beyond the adjunct faculty member's reasonable control, an adjunct faculty member shall promptly notify the University if he/she is unable to teach a course that he/she has been appointed to teach. If an adjunct faculty member's assigned course is cancelled due to lack of enrollment, the University shall promptly notify the adjunct faculty member of the cancellation.
- G. If an adjunct faculty member declines a re-appointment, or accepts and then subsequently declines or fails to teach the course, the adjunct faculty member shall forfeit good faith consideration to teach that course in the future.

## **Article 5 – Evaluations**

- A. The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards. Adjunct faculty members will be evaluated in a manner consistent with the standards and expectations of the University.
- B. Student evaluations will be conducted in accordance with University policy. Adjunct faculty members shall cooperate with the appropriate academic administrators to facilitate the student evaluation process. Student evaluations will be made available to the adjunct faculty member following the end of the semester, once all grades are submitted for the course. In addition to student evaluations, the adjunct faculty member may request feedback from the University and/or a classroom observation in accordance with paragraphs C and D below, which the University shall consider in evaluating the adjunct faculty member's performance.



- C. Following the receipt of the student evaluations each semester, an adjunct faculty member may submit a request for feedback from the School, department, or program concerning their student evaluations. The adjunct faculty member may submit such a request, in writing, within thirty (30) days after receiving the student evaluations. The adjunct faculty member should submit, along with the request, a response to the student evaluations. The adjunct faculty member may submit with the written response the syllabus, course materials, and an updated CV. The School, department or program will provide the adjunct faculty member with feedback, in writing, based on the student evaluations and the adjunct faculty member's written response.
- D. An adjunct faculty member may request a classroom observation and evaluation of the adjunct faculty member's classroom performance within three (3) calendar years from the date of initial appointment, but not sooner than the second year of appointment, and then once every three (3) calendar years thereafter. Any such request shall be made no later than the second week of classes. The classroom observation will occur at any time within a two (2) week window of time agreed to by the University and the adjunct faculty member. The classroom observation will be conducted during a period in which instruction is taking place, and for a duration of time reasonably necessary to observe the adjunct faculty member's teaching skills and methodologies. The observer will, in the reasonable judgment of the University, have appropriate qualifications to conduct the classroom observation. The adjunct faculty member will receive feedback on the observation within a reasonable period of time after the observation occurs.
- E. The University may observe teaching performance at any time. An adjunct faculty member ordinarily will have advance notice of such action but may not if, in the University's judgment, circumstances do not warrant it.
- F. If a student raises a concern regarding an adjunct faculty member's performance, the University will promptly notify the adjunct faculty member of the concern if the University, in its reasonable judgment, considers it to be a serious concern at the time it is raised. The purpose of this paragraph is to provide the adjunct faculty member with notice of an alleged performance issue that is capable of being corrected during the remainder of the course, while appropriately respecting student confidentiality and protecting the student(s) from retaliation. Should documentation of the alleged performance issue be placed in the adjunct faculty member's personnel file, the adjunct faculty member shall be notified.

## **Article 6 – Union Rights**

- A. In order to represent adjunct faculty members covered by this Agreement, the Union shall have reasonable access to meeting space on campus, subject to the same policies and procedures as other campus organizations.

- B. The Union shall be permitted to post flyers pertaining to legitimate and appropriate Union interests in designated locations on campus, subject to the same policies and procedures as other campus organizations.
- C. The University shall recognize adjunct faculty members who are designated by the Union as workplace leaders to adjust grievances, to meet with a grievant or with the University, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so.
- D. The University will provide a link on the Georgetown University website to the SEIU Local 500 website.

#### **Article 7 — Access to Services**

- A. The parties have a common interest in ensuring that adjunct faculty members have access to the necessary information and support services to fulfill the duties associated with the adjunct faculty member's appointment letter or other written agreement, so that the adjunct faculty member is able to teach effectively and in a manner consistent with the expectations of the University and its students.
- B. In furtherance of this common interest, the University and the Union agree to address these issues through the Labor Management Collaboration Committee. The Committee will be charged with studying and making recommendations regarding access to the following, which is not intended to be an exclusive list:
  - 1. Available information about a course to be taught by an adjunct faculty member, including syllabi, course goals and objectives.
  - 2. Existing faculty handbooks, policies, departmental mission statements, guidelines, or procedures related to teaching, placing book orders, and submitting grades.
  - 3. Photocopiers, printers, library services, and available classroom technologies.
  - 4. The internet, email, library databases, and on-line resources such as MyAccess and the Learning Management System.
  - 5. Available space for adjunct faculty to prepare for class and meet with students.
  - 6. Existing pedagogical and scholarly resources, training programs on teaching methods, grading criteria, curriculum development, and student learning styles and expectations.

## **Article 8 — Academic Freedom and Faculty Rights and Responsibilities**

- A. Subject to the terms of this Agreement, adjunct faculty members shall enjoy the same academic freedom as do all faculty members at Georgetown University, as provided in the Georgetown University Faculty Handbook, campus, department and School policies, as they may be modified from time to time.
- B. Subject to the terms of this Agreement, adjunct faculty members shall have the same responsibilities in connection with their teaching, grading, and professional conduct as do all faculty at Georgetown University, as provided in the Georgetown University Faculty Handbook, campus, department and School policies, as they may be modified from time to time.
- C. Subject to the terms of this Agreement, adjunct faculty members shall have the same rights and responsibilities as do all faculty at Georgetown University under the Honor System, the Undergraduate Bulletin, the Graduate Bulletin, campus, department and School policies, as they may be modified from time to time, including the obligation to report apparent violations of these policies.
- D. Subject to the terms of this Agreement, adjunct faculty members shall have the same rights and responsibilities under the University's Intellectual Property Policy, as it may be modified from time to time, as do all faculty who are covered by that policy.
- E. If there is a standard course syllabus, it will be provided to the adjunct faculty member who is appointed to teach the course. If there is no standard or existing course syllabus, then the adjunct faculty member shall develop a new syllabus in consultation with the Dean/Department Chair/Program Director, or designee.
- F. Subject to the terms of this Agreement, all other responsibilities shall be set forth in writing between the University and the adjunct faculty member.
- G. The Union shall be notified and provided an opportunity to comment on proposed changes to the Faculty Handbook. The notice shall be provided at least fourteen (14) days before the proposed changes are scheduled to be implemented, and comments will be considered if they are submitted by the Union within fourteen (14) days after the Union's receipt of the proposal. The University shall retain the right to implement changes to the Faculty Handbook following this notice and comment period.

## **Article 9 – Management Rights**

- A. All rights, functions, and prerogatives of management, whether written or unwritten, which have not been modified or restricted by an express written provision of this

Agreement, are retained by the University and may be exercised by the University in its sole discretion. These rights of management shall include, but not be limited to, the right to 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 adjunct 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 adjunct faculty members' performance is evaluated; to establish and require adjunct faculty members to observe University rules and regulations; to discipline or dismiss adjunct 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 adjunct 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. No action taken by the University with respect to a management 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 10 — Labor Management Collaboration Committee**

- A. The University and the Union are committed to an ongoing collaborative 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 Labor Management Collaboration 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.
- C. The Labor Management Collaboration Committee shall consider and make recommendations on matters of general importance to adjunct faculty members and the University based on mutual agreement.
- D. The Committee shall meet at least one (1) time during each semester. 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 11 - Personnel Files**

- A. Each adjunct faculty member's official personnel file is maintained in the Office of the Provost. An adjunct faculty member may have access to his or her personnel file, upon reasonable notice in the same manner as other University employees. Copies of the materials contained in the personnel file shall be provided to the adjunct faculty member upon request.
- B. If there are confidential materials in the personnel file, the University and the Union shall discuss an accommodation that will protect confidentiality while providing reasonable access to information pertaining to the adjunct faculty member.

### **Article 12 - Non-Discrimination**

- A. The University and the Union will comply with the provisions of all applicable laws forbidding discrimination and harassment on the basis of any characteristic protected under applicable law and/or as stated in University policies, as each may be amended from time to time, except that protected characteristics covered by the University's Equal Opportunity and Non-Discrimination in Employment Policy as of the effective date of this Agreement shall remain protected for the duration of this Agreement.
- B. Any reference to faculty members in the University's Equal Opportunity and Non-Discrimination in Employment Policy is intended to be inclusive of adjunct faculty members covered by this Agreement.
- C. Notwithstanding any other provision of this Agreement, the University shall have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the University to be necessary to effect reasonable accommodations. The Union and its members shall cooperate with the University's compliance obligations.
- D. An adjunct faculty member's claim of discrimination or harassment will not be subject to the Grievance and Arbitration Procedure under this Agreement, but will be handled instead through the procedures provided for all University employees.

### **Article 13 - Health and Safety**

The University and the Union are committed to providing a safe working environment for all adjunct faculty members. To that end, the Labor Management Committee as provided for in Article 10, in addition to its other duties, shall be

responsible for considering and making recommendations on health and safety issues as they arise. In addition, adjunct faculty shall be included in the University's efforts to train and promote awareness about its Threat Assessment Program.

#### **Article 14 – Payday**

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

#### **Article 15 — Discipline and Discharge**

- A. The University reserves the right to discipline or discharge an adjunct faculty member during the term of an appointment for reasons of just cause. The adjunct faculty member may grieve such discipline or discharge through the provisions of Article 16 (Grievance and Arbitration). 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 the discipline is commensurate with the seriousness of the alleged infraction and other surrounding circumstances.
- B. The University may place an adjunct faculty member on a paid administrative leave pending an investigation concerning an allegation of misconduct by the adjunct faculty member. Such a paid administrative leave shall not be considered to be disciplinary action that is subject to the just cause standard.
- C. 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 to be disciplinary action that is subject to the just cause standard, but instead shall be subject to the provisions of Article 4 (Appointment and Re-Appointment).

#### **Article 16 - Grievance and Arbitration**

- 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.

- B. An aggrieved adjunct faculty member or the Union shall present a grievance within twenty-one (21) calendar 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.
- C. The following steps shall be followed in the processing of grievances:

**Step 1.** The adjunct faculty member shall file the grievance with his/her Department Chair or Program Director within twenty-one (21) calendar days of its occurrence or discovery. If the grievance is not resolved satisfactorily within twenty-one (21) calendar days thereafter, the grievance may proceed to Step 2. Furthermore, while the adjunct faculty member and the University are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the adjunct faculty member's behalf at Step 2, provided it is so initiated within the twenty-one (21) calendar days specified in paragraph B above. In the event an individual adjunct 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 adjunct faculty member may request that the Union appeal the grievance to Step 2. 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 fourteen (14) calendar days of receipt of the Step 1 response, or within fourteen (14) calendar days of the deadline for the Step 1 response, if none was received. A grievance involving the discharge of an adjunct faculty member or a grievance on behalf of a group of adjunct faculty members may be filed by the Union at Step 2. 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-one (21) calendar days of the meeting. If the Dean or his/her designee fails to respond within twenty-one (21) calendar 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 or his/her designee within fourteen (14) calendar 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 or his/her designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. A grievance against a Dean may be filed by the Union at Step 3. Additionally, as to

any other grievance, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

**Arbitration.** A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving notice to the University within twenty-eight (28) calendar days of the Step 3 response.

- D. 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 9 (Management Rights) which are not further abridged by other terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.
- E. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.
- F. If an adjunct 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 adjunct faculty member. The adjunct 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.
- G. 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. All meetings referenced in this Article shall be scheduled at a date and time mutually agreed to by the parties. If the aggrieved adjunct 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 17 — Inclusion in the Academic Community**

- A. The parties recognize that adjunct faculty members make valuable contributions to the University's academic community. Adjunct faculty members may, but are not required to, participate in the academic community in various ways, such as:
1. Participating in University-wide events and activities;
  2. Participating in School, department, or program-level meetings, when invited;
  3. Advising or mentoring students;
  4. Reading dissertations or theses and participating on dissertation or master's thesis committees, when invited; and
  5. Participating in public lectures, public talks of job candidates, and other community academic activities.
  6. Participating in opportunities, when invited, to provide feedback on curricular issues relevant to courses they teach or have taught.
- B. Adjunct faculty members' participation in these types of meetings and activities will vary depending on the purpose of the meeting or activity. Schools, departments, and programs are encouraged to invite adjunct faculty members to participate in meetings and activities when appropriate, but Schools, departments, and programs independently exercise discretion as to who will be invited to meetings and activities, and this Agreement shall not be interpreted to limit that discretion.
- C. An adjunct faculty member shall not be entitled to any additional compensation as a result of participating in these types of meetings and activities, unless provided for in this Agreement or the adjunct faculty member's participation is required by the University and the additional compensation is agreed to in writing between the adjunct faculty member and the University. Adjunct faculty members shall not be required to perform duties that are beyond the scope of their appointment letter or other written agreements between the adjunct faculty member and the University.

### **Article 18 – Compensation**

- A. Adjunct faculty members shall be compensated at the following minimum rates for a standard course. A standard course is a 15-week course in the fall or spring semester, or a 12-week course in the summer, for which the adjunct faculty member

is the instructor of record. A standard course does not include independent study, advising, directed reading, or other individualized instruction.

<b>Credits per Standard Course</b>	<b>Minimum Rate Effective Spring 2015</b>	<b>Minimum Rate Effective Fall 2016</b>
1 or 2 credits	\$2,500	\$2,700
3 or 4 credits	\$4,300	\$4,700
5+ credits	\$5,800	\$6,000

- B. The compensation rates set forth above are minimums and do not preclude the University from compensating adjunct faculty members above these rates.
- C. When there is more than one instructor of record, the course compensation rate shall be divided according to percentage effort, as agreed to in advance by the instructors.
- D. Effective Spring 2015, if an adjunct faculty member is compensated at a rate of less than \$6,000 for a standard 3 or 4 credit course, the adjunct faculty member shall receive the minimum rate above or an increase of \$150 to their rate of pay for that course, whichever is greater.
- E. Effective Fall 2016, if an adjunct faculty member is compensated at a rate of less than \$6,000 for a standard 3 or 4 credit course, the adjunct faculty member shall receive the minimum rate above or an increase of \$150 to their rate of pay for that course, whichever is greater.
- F. An adjunct faculty member who, as of Spring 2015, has taught at the University for 5 or more years and is entitled to good faith consideration pursuant to Article 4, shall receive a one-time, lump sum bonus of \$100 in Spring 2015 or the next semester in which the adjunct faculty member is appointed to teach a course at the University.
- G. An adjunct faculty member who, as of Fall 2016, has taught at the University for 5 or more years and is entitled to good faith consideration pursuant to Article 4, shall receive the minimum rate above or an increase of \$100 for a standard 3 or 4 credit course, whichever is greater.
- H. The rates for non-standard courses, or for other services provided by adjunct faculty members, shall be determined by individual written agreement between the adjunct faculty member and the University. Upon request, the University will provide the Union with information regarding the rates paid to adjunct faculty members for non-standard courses, which information shall be provided on a bargaining unit-wide basis.
- I. Adjunct faculty members cannot be required to perform work for which they are not compensated.

### **Article 19 – Course Cancellation Fee**

An adjunct faculty member who is appointed to teach a standard course shall be paid a cancellation fee of \$300 if the course is cancelled within 21 calendar days before classes begin for that course. If the course is cancelled after classes begin, the adjunct faculty member shall be paid a cancellation fee that is pro-rated based on the number of classes actually taught. If the reason for the cancellation is insufficient enrollment, the University may, in its sole discretion, offer the adjunct faculty member the option of teaching the students who had enrolled in the course. In that event, the adjunct faculty member shall be compensated at a rate determined by mutual agreement between the adjunct faculty member and the University, in lieu of a cancellation fee. In the event an agreement is not reached, the adjunct faculty member shall receive the cancellation fee.

### **Article 20 – Professional Development**

- A. The University will endeavor to publish information regarding professional development opportunities available to adjunct faculty members, through the Benefits, CNDLS or Provost's Office website. Such professional development activities are dependent on University resources and are subject to change.
- B. The University will create a Professional Development Fund for adjunct faculty members, effective January 1, 2015. The total amount payable from the Fund shall not exceed \$17,500 between January 1 and June 30, 2015. The total amount payable from the Fund in fiscal year 2016 (July 1, 2015 — June 30, 2016) or any subsequent fiscal year during the term of this Agreement shall not exceed \$35,000, and no more than \$17,500 may be used in the first half of the fiscal year (July 1— December 31). The total amount allocated for the fiscal year must be spent during that fiscal year, for professional development activities occurring during that fiscal year.
- C. Adjunct faculty members who have achieved good faith consideration, pursuant to Article 4, may request reimbursement from the Professional Development Fund for the reasonable costs associated with professional development activities related to teaching. The maximum reimbursement for an individual adjunct faculty member shall be \$600 per fiscal year.

### **Article 21 – Benefits**

- A. Adjunct faculty members are eligible to participate in the University's Voluntary Contribution Retirement Plan (VCRP). Adjunct faculty members who are categorized as 50% - 74% FTE are eligible to participate in the University's Defined Contribution Retirement Plan (DCRP). The terms and conditions of such plans are set forth in the plan documents and summary plan descriptions as are in effect from time to time, which are hereby incorporated into this Agreement. The

University reserves the right to modify, suspend, or terminate these plans, provided that any such modification, suspension, or termination is generally applicable to other University employees who are eligible to participate in these plans.

- B. Adjunct faculty members shall have the same access as other part-time University employees to GUAdvantage discounts, the GUWellness program, the Hoya Federal Credit Union, the Faculty and Staff Assistance Program, the Yates Field House, and the pre-tax Smart Benefits payroll deduction.

## **Article 22 – 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 adjunct 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 adjunct 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 adjunct faculty members. Any adjunct faculty member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, up to and including discharge.
- B. In the event that any adjunct faculty member violates the provisions of paragraph A, the Union shall immediately use every reasonable means at its disposal to persuade adjunct 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 adjunct 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 discontinued immediately.
- C. The University agrees that it shall not lock out any of the employees covered by this Agreement.
- D. Any grievance alleging a violation of this Article shall be submitted directly to arbitration on an expedited basis. The sole issue in arbitration shall be whether or not a violation of this Article has, in fact, occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation, except for circumstances beyond the employee's reasonable control.

### **Article 23 – 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 24 – Term of Agreement**

This Agreement shall be in full force and effect from October \_\_, 2014, to and including June 30, 2017, 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, 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.