

**FINAL Proposal from Management 10.19.21**

**AGREEMENT**

**BETWEEN**

**TRINITY WASHINGTON UNIVERSITY**

**and**

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

**from**

**\_\_\_\_\_ , 2021**

**through**

**June 30, 2024**

# AGREEMENT

## PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN TRINITY WASHINGTON UNIVERSITY (the “University”), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW (the “Union”).

## ARTICLE 1 – RECOGNITION OF THE UNION

### Section 1.1 - Management Defined.

Whenever used in this Agreement, the term “Management” means the administrative staff of the University designated to implement and administer the policies of the University.

### Section 1.2 - Exclusive Representative.

The University recognizes the Union as the exclusive representative of the employees defined in Section 1.3(A) of this Article, for the purpose of collective bargaining.

### Section 1.3 - Employee Defined.

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

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

#### (B) Bargaining Unit Information.

One week before classes begin in the fall and spring semesters, Management will provide the Union with a preliminary list and Trinity email of individuals who likely will teach during that semester and who would meet the definition of employee under Subsection (A) of this Section 1.3. Not later than October 1 and March 1 of each year, Management will provide to the Union a list of the adjunct faculty members who meet the definition of employee under Subsection (A) of this Section 1.3. The list will include

each employee's name, employee's id number, assignment(s), University email address, date the employee first taught at Trinity Washington University, courses taught during the semester, the dates a course begins and ends, the department or program in which the course is offered, the number of credits the course is assigned, and the amount that an employee is paid for teaching the course. A mailing address will be provided unless an employee has submitted to Management a written request that such information not be provided.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect Trinity Washington University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control Trinity Washington University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe Trinity Washington University rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to employee hiring, retention, and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of Management. Management, in not exercising any function hereby reserved to it in this Article 2, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way. No action taken by Trinity Washington University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

### **ARTICLE 3 - NON-DISCRIMINATION**

Management and the Union will comply with the provisions of all applicable laws forbidding discrimination against or in favor of any employee on account of race, color, religion, national origin, sex, age, personal appearance, sexual orientation, gender identity or expression, political affiliation, family responsibilities, disability, familial status, matriculation, marital status, source of income and place of residence or business, veteran status, or union membership. Notwithstanding any other provision of this Agreement, Management will have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the Management to be necessary to effect reasonable accommodations. Alleged violations of this Article 3 are not subject to the Grievance Procedure of Article 4, but will be handled in accordance with the procedures provided for all University employees.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

#### **Section 4.1 - Standard Procedure.**

##### **(A) Definition of Grievance.**

A “grievance” is an allegation by an employee or by the Union that Management has violated an express provision of this Agreement and that an employee has been personally aggrieved thereby. A grievance filed by the Union shall identify an employee affected by Management action that allegedly violates an express provision of this Agreement.

##### **(B) Procedures.**

Grievances will be processed as follows, except that a grievance based upon a recommendation for discharge will be handled pursuant to Section 4.1(D) below. A grievance filed by the Union shall be filed at Step 2.

##### **Step 1.**

Within ten (10) days of the event giving rise to the grievance or after the employee reasonably should have known of the event giving rise to the grievance, the aggrieved employee will make an effort to resolve a grievance informally through discussion with an immediate supervisor, department chairperson, or Dean.

##### **Step 2.**

In the event that the grievance is not resolved at Step 1, then within ten (10) days of the employee's discussion with the employee's immediate supervisor, department chairperson or Dean, the aggrieved employee may submit a written grievance to the Vice President for Human Resources, with a copy to the Union. The Vice President for Human Resources will schedule a meeting with the employee to be held within ten (10) days of receipt of the written grievance. The Vice President for Human Resources will submit a written answer to the aggrieved employee within ten (10) days of such meeting, and provide a copy of the answer to the Union.

### **Step 3.**

In the event that the grievance is not satisfactorily adjusted at Step 2, the aggrieved employee or the Union, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Provost, or designee, with a copy to the Vice President for Human Resources and the Union. The Provost, or designee, will schedule a meeting with the aggrieved employee, and representative of the Union, to be held not later than fourteen (14) days after receipt of the Step 3 appeal. The Provost, or designee, will submit a written answer to the aggrieved employee within fourteen (14) days after such meeting, with a copy to the Union.

#### **(C) Written Presentation.**

All grievances presented at Steps 2 and 3 of this Section 4.1 will be in writing on a form agreed to by the parties and provided by Management, signed by the aggrieved employee (or the Union in the case of a Union grievance), and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee.

#### **(D) Procedure in Cases of Discharge.**

A grievance regarding discharge will be filed with the Provost within ten (10) days of the date of the notice to the employee of the discharge decision. The Provost or designee will process the grievance at Step 3 of the Grievance Procedure.

#### **(E) Union Representation.**

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

Upon receipt of a written grievance or written appeal submitted by an employee in accordance with the procedure set forth in Steps 2 and 3 of this Section 4.1, Management will furnish a copy of same to the Union. A copy of any written answer of Management under Steps 2 and 3 of this Section 4.1 will be forwarded to the Union simultaneously with its submission to the aggrieved employee.

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

An employee may be represented at the meetings held pursuant to Steps 2 and 3 of the procedure set forth in this Section 4.1 by a Union representative.

**Section 4.2 - Arbitration.**

**(A) Election of Arbitration.**

The Union may submit a grievance that has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by a Union representative, to the Vice President of Human Resources or designee within ten (10) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article.

**(B) Selection of Arbitrator.**

Management and the Union agree to maintain at all times, a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration pursuant to Section 4.2(A) of this Agreement. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this Agreement, Management and the Union have selected Charles Feigenbaum, Ira Jaffe and Michael Wolf as members of said panel. If one such arbitrator is no longer able to serve, Management and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Union, except by mutual agreement of Management and the Union, or for cause. If Management or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

**(C) Jurisdiction of Arbitrator.**

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of

employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

**(D) Fees and Expenses of Arbitration.**

The fees and expenses of the arbitrator shall be shared equally by the parties.

**Section 4.3 - Time Limitations.**

Whenever used in this Article 4, the word “days” will mean all days during the calendar year other than Saturdays, Sundays, and days designated as holidays by Management. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management and the Union and the aggrieved employee. If the Union or the aggrieved employee fails to comply with the time limits set forth in this Article, the grievance will be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance will automatically proceed to the next step.

**Section 4.4 - Method of Delivery.**

For the purposes of this Article, a grievance, appeal, or Management answer is “submitted” only if it is delivered by hand or email to the appropriate person as set forth in Section 4.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

**ARTICLE 5 - DISCIPLINE AND DISCHARGE**

**Section 5.1 - Scope.**

Discipline and discharge of employees will be for just cause. Employees will generally be progressively disciplined, but Management may in its discretion warn, reprimand, transfer, demote, suspend, or discharge employees without first providing progressive discipline where circumstance so warrant. An employee may request that a Union representative be present at a meeting where discipline is to be administered and the request will not be denied unless honoring the request would cause undue delay in the administration of the discipline.

## **Section 5.2 - Failure to Offer Assignment.**

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

## **ARTICLE 6 - ASSIGNMENTS**

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

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

Offers to teach a course or to provide other services as an adjunct faculty member may be made only by the Provost or the Provost's designee. Assignments shall be made only by written notification from the Provost. The listing of a course in the schedule of classes does not constitute an assignment. Unless specifically limited by this Article 6, decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made in Management's sole discretion. Management will determine the number of courses an employee is permitted to teach in its sole discretion and not as a result of this Agreement.

#### **(B) Good Standing.**

For purposes of this Article 6, an employee is in "good standing" if he or she has not been issued written or greater discipline.

#### **(C) Recurring Assignments.**

Assignments shall be made for a period of one semester or a part of an academic year in Management's discretion. Management will give good faith consideration to the reassignment of an employee who is in good standing where: (1) the employee has taught the same course for at least four semesters in the immediately preceding six academic years; and (2) the same course is going to be offered within one year of the employee's most recent assignment.

#### **(D) Course Listings, Offerings and Employee Requests.**

Management will post a list of scheduled courses on the University website. An employee may notify the Provost of courses that he or she would like to teach. Requesting a specific course does not guarantee an employee a preference for the assignment of that course. An employee may request the opportunity to teach on particular days or at particular times. Nothing in this Article 6 precludes Management,



in its sole discretion, from offering a course to an employee after initial assignments are made or from offering an employee the opportunity to teach an overload assignment.

## **Section 6.2 - Good Faith Consideration.**

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

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

- (1) elimination or downsizing of a department or program, or a reduction in the number of courses or sections offered in a semester. Such a case will not impact an employee's other assignments, if any.
- (2) creation of a full-time faculty position that absorbs existing courses taught by employees, or any other circumstance in which the course will be taught by a full-time faculty member. Such a case will not impact an employee's other assignments, if any.
- (3) cancellation of a course or section due to under-enrollment or for programmatic reasons, as determined by Management in its discretion, except that the cancellation of a course in a semester shall not impact an employee's other assignment(s).
- (4) unsatisfactory performance of an employee, as evidenced from observations, student evaluations, student or other complaints; the employee's failure to meet the obligations specified in Section 6.3(D) or Section 6.6 of this Article; or the employee's failure to correct a performance problem identified by the Dean, Department Chair, designee or equivalent teaching unit academic administrator.
- (5) discharge, or misconduct or neglect of duties resulting in written or greater discipline of the employee.
- (6) availability of an alternative adjunct instructor who has greater professional qualifications or who has a better record of teaching performance.
- (7) where an employee exceeds two courses in a semester, unless the employee can establish that he or she was authorized to do so in writing by the Provost.
- (8) other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of the University, as determined by Management in its discretion.

### **(B) Regaining Assignments.**

If an employee entitled to good faith consideration under this Article 6 is denied an assignment for performance based reasons under Section 6.2(A)(4), Management may

provide the employee with a description of the conditions, if any, under which the employee may be considered for assignments in the future.

### **Section 6.3 - Administration of Assignments.**

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

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

#### **(B) Requesting Assignment.**

To ensure that Management has sufficient information to make assignments in as timely a manner as is possible, an employee who desires good faith consideration for assignment(s) in a subsequent semester must notify the Provost, in writing, no later than December 31 for the May term, Summer term and Fall semester, and no later than July 31 for the Winter term and Spring semester. Management will send an electronic reminder of this requirement to employees eligible for good faith consideration approximately two weeks before these dates.

#### **(C) Acceptance of Assignment.**

An employee who is provided notice of assignment(s) for a semester must notify Management of the acceptance of the assignment(s) within one (1) week of receiving notice of assignment, except in circumstances demonstrated to be beyond the employee's control.

#### **(D) Termination of Assignment.**

An employee who has accepted assignment(s) shall provide one (1) month notice of the employee's inability to fulfill the assignment(s), except in circumstances demonstrated to be beyond the employee's control. Failure to provide such notice may be sufficient grounds for denying, reducing, or canceling reappointment in subsequent semesters.

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

Nothing in this Agreement shall prevent Management from modifying the title or content of a course that an employee has been assigned to teach. Employees will be notified of changes in course title or course content of the courses they have been assigned.

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

An employee with a course assignment shall have: access to materials and supplies needed to teach the assigned course(s); access to photocopiers for class related

purposes; access to administrative support services for standard and reasonable requests during normal work hours; access, upon request, to standard instructional software and computer programs used to teach the assigned course(s); and access to a University email account. The employee shall use the University email account for the employee's communication with students and in the performance of other responsibilities as an adjunct. Employees will be provided with access to space to prepare for class and to meet with students.

## **Section 6.6 – Employee Responsibilities.**

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

Employees are required to perform their assigned academic duties well and maintain standards of professional ethics.

### **(B) Teaching Expectations.**

An employee's teaching shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. Employees shall cooperate with the appropriate academic administrators to facilitate the student course evaluation process. Employees shall upload the Syllabus and other course related materials on Moodle and use Moodle as a regular part of the course in accordance with requirements established by Management. Training on Moodle and other classroom technologies will be made available to employees. Employees shall prepare for their classes and conduct them in an appropriately professional manner. Employees are responsible for the maintenance of good order and the observance of Trinity Washington University regulations in the classroom. Employees shall hold every scheduled class including a final exam when appropriate; meet classes on time; hold classes for the full scheduled minutes during the scheduled time and in the scheduled location except in the case of an emergency or approved by the Provost or Dean; maintain standards of teaching consistent with the standards of the University; adjust, insofar as possible, teaching methods to student needs; submit mid-term and final grades in accordance with established deadlines; be available for student consultation; and regularly check and respond to Trinity issued emails.

### **(C) Student Conduct.**

Employees shall report promptly to their Dean, Department Chair, designee, or equivalent teaching unit academic administrator, matters that require potential academic or non-academic disciplinary action against students under applicable Trinity Washington University policies and procedures relating to academic integrity and codes of conduct.

Employees shall participate or cooperate, as appropriate, in any resulting disciplinary proceedings in accordance with those policies and procedures.

**(D) Academic Freedom.**

Employees enjoy the same rights and obligations of academic freedom as do all faculty at Trinity Washington University.

**ARTICLE 7 - ASSESSMENT OF PERFORMANCE**

**Section 7.1 – Scope.**

Assessments are intended to support excellence in teaching, to further academic and professional standards, and to provide a basis for ongoing professional development. The Dean supervises the assessment process in cooperation with program chairs and the employee.

**Section 7.2 – Assessment Guidelines.**

Assessments will typically include a review of print, digital and other kinds of materials and activities relevant to the employee’s teaching at Trinity, including but not limited to materials such as the Moodle course website, course syllabus, course pedagogy, class assignments, classroom observations, student course evaluations and such other materials that provide information about the quality of the employee’s coursework at Trinity. Management may provide additional guidance on assessment methods each semester.

**Section 7.3 – Timing of Assessments.**

Employees generally will be formally assessed at least once every six (6) semesters of teaching. An employee may request one (1) additional assessment during this period if concerns have been raised about the employee’s performance.

**Section 7.4 – Employee Participation.**

An employee should contribute to the assessment through providing a written self-assessment that might include teaching philosophy, analysis of successful use of different pedagogies, analysis of student course evaluations and changes or improvements in teaching as a result of this analysis.

### **Section 7.5 – Classroom Observation.**

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

### **Section 7.6 – Employee Feedback.**

An employee may respond in writing to an assessment, which will be maintained as a part of the assessment file. Management will meet with the employee about the assessment if the employee requests to do so.

## **ARTICLE 8 - COMPENSATION**

### **Section 8.1 – Pay Rate.**

The Pay Schedules for employees set forth in Appendix One to this Agreement are a part of this Agreement and provide the pay rates for employees.

### **Section 8.2 – Pay Periods.**

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

### **Section 8.3 – Miscellaneous Benefits.**

Management will make available to employees certain benefits and the use of certain facilities in the same manner as they are available to part-time employees of Trinity Washington University. These benefits are: the Smart Benefits pre-tax commuting program; TIAA voluntary (non-matching) contributions to an SRA; use of the Trinity Center; parking; dining hall discounts; bookstore discounts and flu shots. **Management will inform employees of these benefits at the beginning of the fall and spring semesters.**

### **Section 8.4 – Professional Development.**

Employees may participate in any and all professional development programs that Management makes available to other employees of Trinity, including but not limited to the programs of the Trinity Institute, the Academic Affairs Faculty Professional Development Workshop Series, the Faculty Salon conducted by the Faculty Welfare Committee, programs conducted by the Faculty Committee on Scholarship and Professional Development, and such other programs as may be offered from time to time. **At Management's request or in Management's sole discretion, an employee may be**

provided funding to participate in professional development activities that Management has determined will benefit its students.

**Section 8.5 – Dependent Care Flexible Spending Accounts.**

Employees are eligible to participate in a Dependent Care Flexible Spending Account offered at Trinity Washington University in accordance with applicable law. Management will inform employees of this benefit at the beginning of the fall and spring semesters.

**Section 8.6 – Tier Advancement.**

An employee eligible to advance in Tier may do so based on the number of semesters that the employee has taught at Trinity Washington University:

Tier 1	1-5 semesters completed
Tier 2	6-10 semesters completed
Tier 3	11-15 semesters completed
Tier 4	more than 15 semesters completed

Only Fall and Spring semesters taught are counted toward Tier advancement. A Tier advancement audit will be conducted on July 1, 2017 and afterward at the beginning of each Fiscal year. Employees who teach in Nursing are not eligible for Tier advancement.

**ARTICLE 9 - UNION RIGHTS & PRIVILEGES**

**Section 9.1 - Meeting Space, Campus Mail, and Food Service.**

University meeting space and the intra-University mail system and food service will be made available to the Union in accord with the procedures established by Management for University organizations.

**Section 9.2 - Bulletin Boards.**

The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards. Such postings shall be consistent with established Management policies regarding postings in public places.

**Section 9.3 - Designated Union Representatives.**

Management will recognize employees designated by the Union as workplace leaders to adjust grievances, process disciplinary appeals, and for meetings with a grievant or with Management, and to attend to other matters related to the administration of this Agreement when authorized by the Union to do so. The Union will notify the Vice President for Human Resources, or designee, of the names of the workplace leaders who are authorized by the Union as representatives and will notify the Vice President for Human Resources Officer, or designee within five (5) working days of any change in the representatives.

**Section 9.4 - Union/Management Committee.**

Management and the Union will create a joint committee to discuss issues of mutual interest to employees and Management. The committee may consider and make recommendations on matters of general importance to employees and Management.

**Section 9.5 - Personnel Files.**

Management will maintain one (1) official personnel file for each employee to which the employee will have access upon reasonable notice. A Union representative may be present at the request of the employee.

**Section 9.6 - Access to Campus.**

With prior notification to the Vice President for Human Resources or designee, a Union representative may be present on University property to attend to matters related to the administration of this Agreement. Any Union representative must sign-in with campus security upon arrival to the campus.

**Section 9.7 - Health and Safety.**

Management and the Union share an interest in maintaining a safe and healthy workplace for employees. Management and the Union shall encourage employees to work in a safe manner to observe University rules, policies and procedures relating to safety and health.

**Section 9.8 - Deduction of Dues and Fees.**

**(A) Payroll Deduction Authorization.**

Employees who are covered by this Agreement may elect to have deductions for dues or agency fees and voluntary contributions to the Union's political action fund made from their compensation, by submitting an authorization in the form set forth in Section 9.8(B) of this Agreement, voluntarily executed by the employee and submitted to the

Vice President of Human Resources. The Union may obtain this authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determine that the authorizations are in compliance with applicable law. Management will deduct membership dues or fees as certified in writing by the President or Executive Director of the Union and remit such dues or fees to the Union. Payroll deduction of dues or fees can be cancelled by an employee's individual written notice to the Union via certified mail. The employee's certified mail is to be addressed to: Executive Director - SEIU, Local 500, 901 Russell Avenue, Suite 300, Gaithersburg, Maryland 20879. The Union will then notify Management of any cancelled memberships and provide the employee's original notices of resignation to the Vice President of Human Resources within ten (10) days of receipt.

**(B) Form of Deduction Authorization.**

Management will honor deduction authorizations using forms that are furnished to employees by the Union. In the event the Union alters the authorization form in any manner, it agrees to submit the revised form to the College for its review at least thirty (30) calendar days prior to the effective date of such new form.

**(C) Payment of Agency Fee.**

Commencing upon the effective date of this Agreement, and unless exempted by Section 9.8(D) of this Agreement, any employee hired by Management for the first time as an employee covered by this Agreement on or after January 12, 2017 (and who does not elect to have dues deducted pursuant to Section 9.8(A) of this Agreement) shall, within thirty-one (31) days after his or her initial date of hire, be required to pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union, in accordance with applicable law, as a percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union under Section 9.8(A) of this Agreement.

**(D) Exemption from Payment of Dues or Agency Fee.**

This Section 9.8 shall not apply to employees who were employed by Trinity Washington University before January 12, 2017, or who, because of the nature of their employment outside of Trinity Washington University, are prevented from paying dues or an agency fee to a labor organization. The exemption created by this Section 9.8(D) applies to employees who:



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

The indemnification provisions of Section 9.8(E) apply to any damages and attorneys' fees incurred as a result of the Union's demand for enforcement of this Section.

**(E) Indemnification.**

The Union shall indemnify and save Trinity Washington University, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 9.8, and the Union assumes full responsibility for the disposition of monies deducted under this Section 9.8 as soon as they have been remitted by Management to the Union.

## **ARTICLE 10 - NO STRIKE/NO LOCKOUT**

### **Section 10.1 - No Strikes.**

Neither the Union, its officers, agents, or representatives, nor any employee, will in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

### **Section 10.2 - Enforcement of No Strike Pledge.**

In the event of a strike in violation of Section 10.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any employee engaging in any activity in violation of Section 9.1 of this Article shall be subject to discharge.

### **Section 10.3 - No Lockout.**

Management shall not lock out employees. In the event of a lockout in violation of Section 10.3 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

## **ARTICLE 11 - SCOPE OF AGREEMENT**

### **Section 11.1 – Duration**

#### **(A) Effective Dates.**

This Agreement becomes effective as of the date of ratification and shall continue in full force and effect until **June 30, 2024**. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than **October 1, 2023**, or October 1 of any succeeding calendar year.

### **Section 11.2 - Severability.**

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision of this Agreement shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement, and Management and the Union agree to meet and bargain in good faith to in an attempt to negotiate a substitute provision.

**Section 11.3 - Scope of Agreement.**

Management and the Union acknowledge and agree that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, thus, contains the understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

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

**TRINITY WASHINGTON  
UNIVERSITY**

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**APPENDIX ONE  
PAY SCHEDULE**

	<b>AY 21-22</b>	<b>AY 22-23</b>	<b>AY 23-24</b>
Tier 1 (1-5)	\$935/credit	\$945/credit	\$955/credit
Tier 2 (6-10)	\$1035/credit	\$1045/credit	\$1055/credit
Tier 3 (11-15)	\$1035/credit	\$1095/credit	\$1105/credit
Tier 4 (over 15)	\$1135/credit	\$1145/credit	\$1155/credit
Nursing Didactic	\$1035/credit	\$1045/credit	\$1055/credit
Nursing Clinical	\$2035/credit	\$2045/credit	\$2055/credit

**MISCELLANEOUS COMPENSATION\***

<b>Category</b>	<b>Rate</b>
Thesis Supervision	Paid at course rate
Independent Study	\$400/student
Co-Teaching	Each co-teacher or on-line section leader is paid 1/2 of the normal course payment.

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