

AGREEMENT

Between

SAINT LOUIS UNIVERSITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 1

MISSOURI DIVISION, AFL-CIO, CLC

Effective

July 1, 2022 – May 30, 2027

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ARTICLE 1 AGREEMENT

This Agreement made and entered into effect this 1st day of July, 2022, by and between SAINT LOUIS UNIVERSITY, St. Louis, Missouri, hereinafter referred to as the “University” and the SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 Missouri Division, AFL-CIO, CLC, CtW hereinafter jointly referred to as the “Union.”

ARTICLE 2 RECOGNITION

Section 1 – Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 14-RC-173981, the University recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all adjunct faculty and graduate assistants who teach courses beyond their stipend and are compensated on a per-course basis, employed by Saint Louis University in its College of Arts and Sciences and School of Education of Saint Louis University who teach at least one credit-bearing course in a degree-granting program at the campus located at Grand Blvd and Lindell Blvd, Saint Louis City, also known as the North Campus (collectively hereinafter referred to as “Employees”). University employees identified in Section 2 below shall not be considered Employees within the meaning of this Agreement.

Section 2 – The following are excluded from representation by the Union and are not subject to this Agreement: all other University employees not specifically referenced in Section 1 above, including, but not limited to, post-doctoral fellows, non-tenured track faculty, tenured faculty, tenure-track faculty, full-time and part-time staff who also teach as an adjunct, deans,

associate deans, assistant deans, provost, vice provosts, assistant provosts, administrators, department chairs, graduate assistants who only teach courses pursuant to a stipend, graduate students, athletic coaches, persons teaching exclusively on-line courses, all persons employed by all other Colleges, Schools, or Programs not specified in Section 1 above, faculty who teach non-degree granting courses, faculty who also serve in a supervisory, managerial or confidential role; office clerical employees, managers, other professional employees, confidential employees, guards and supervisors as defined by the National Labor Relations Act.

Section 3 – The parties recognize that Employees may also hold positions that are not covered in Section 1 above and/or are excluded in Section 2 above. In accordance with the aforementioned Certification of Representative, the University recognizes the Union as the exclusive bargaining representative of such Employees for purposes of collective bargaining only with respect to their wages, hours and other terms and conditions of employment as Employees as defined in Section 1 above. In accordance with the foregoing, the Union acknowledges that it does not represent Employees in connection with their wages, hours and other terms and conditions of employment in positions that are not covered in Section 1 above or are excluded in Section 2 above.

ARTICLE 3 UNION REPRESENTATION

Section 1 – Each Employee, as defined in Article 2 – Recognition, shall elect to be or not to be a member of the Union. Within thirty (30) days of the later of an Employee's first day of employment or the date of ratification of this Agreement, each Employee will become a dues paying member of the Union or pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union) to the Union

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

**ARTICLE 4
DEDUCTION OF UNION DUES AND AGENCY SERVICE FEES**

Section 1 – All Employees who elect to become a member of the Union or to pay an agency service fee in accordance with Article 3 Union Representation may provide the University with written authorization to deduct Union membership dues or an agency service fee in accordance with Article 4, Section 2 below. The form may be signed electronically and forwarded to the University.

The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the

Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

Section 2 – The University will deduct Union membership dues or any agency service fee for the Fall and Spring semesters only from the wages of each Employee who executes written authorization to the University to make such deductions. The amount of the Union membership dues and agency service fee will be established and certified in writing by the Union’s Secretary-Treasurer, who will provide written certification of these amounts to the University’s Office of Faculty Affairs. The University will forward to the Union the funds withheld on earnings from the Fall and Spring semesters within ten (10) business days of the date on which the funds were withheld.

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

Section 4 – The University will be under no obligation to make any deduction under this Article 4 if an Employee’s wages, after other deductions required by law or authorized by the Employee, are less than the amount subject to checkoff. In such an event, it will be the responsibility of the Union to collect its dues or the agency service fee for that pay period directly from the Employee.

Section 5 – The Union shall indemnify, save, and at the University’s election defend, the University, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages

that arise out of or by reason of any action taken by the University pursuant to any provisions of this Article 4 – Deduction of Union Dues and Agency Service Fee, and the Union assumes full responsibility for the disposition of monies deducted under this Article 4 – Deduction of Union Dues and Agency Service Fee as soon as they have been remitted by the University to the Union.

ARTICLE 5 NON-DISCRIMINATION

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

Section 2 – The Parties shall not discriminate against any Employee on the basis of Union membership status or lack thereof or Union-related activity.

Section 3 – An Employee’s claim of discrimination or harassment in violation of this Article, or any other alleged violation of this Article, shall be handled exclusively through the procedures available to all University Employees. Those procedures may be found on the University’s website and may be revised by the University from time to time. Nothing herein is

intended to prevent an Employee from filing a claim of unlawful discrimination or harassment with any administrative agency or court of competent jurisdiction.

Section 4 – Notwithstanding any provision in this Agreement, the Union agrees that the University may take whatever action is necessary, without consultation or bargaining with the Union, to fulfill its obligation to make reasonable accommodations for qualified applicants and employees with disabilities who may be entitled to such consideration under federal, state or local laws.

ARTICLE 6 BARGAINING UNIT INFORMATION

Section 1 – The University will provide to the Union a list of Employees included in the bargaining unit, as defined in Article 2 – Recognition. This list will be provided as follows:

- A. A draft list of Employees after the first Friday of the Fall semester. A final list of Employees will be delivered September 30; and
- B. A draft list of Employees after the first Friday of the Spring semester. A final list of Employees will be delivered February 15.

Section 2 – To the extent the information is available in Banner, the list referred to in Section 1 above will include each Employee's name, employee ID number, initial date of hire, home telephone number, home address, Saint Louis University email address, rate of pay per credit hour, and course(s) the Employee is assigned to teach for the current semester.

ARTICLE 7 UNION RIGHTS

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

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

Section 3 – The Union may post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards on the same terms and conditions as other third parties in accordance with University policies and procedures as they may be amended by the University from time to time.

ARTICLE 8 MANAGEMENT RIGHTS

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

discuss issues of concern to the University or Employees; establishing, maintaining, modifying and/or enforcing policies, procedures, rules and regulations related to the manner in which Employees record hours of work; laying off Employees; recruiting, hiring, transferring (including but not limited to transferring to another academic unit) or promoting Employees, and determining all matters relating to recruiting, hiring, transferring (including but not limited to transferring to another academic unit) or promoting Employees; determining, maintaining and modifying all training requirements for Employees, including but not limited to orientation; determining all matters associated with student admissions and enrollment; subcontracting all or any portion of the University's operations; expanding and contracting the University and its operations and business by acquisition, sale, merger or other means; establishing or modifying the academic calendars, including holidays and holiday scheduling; determining how and when and by whom instruction is delivered; introducing, modifying and/or eliminating methods of instruction; establishing, maintaining, modifying and/or cancelling courses; establishing, maintaining or modifying course content, description, objectives and/or capacity; requiring the participation of Employees in assessments of student learning; determining all matters related to student performance, including but not limited to, attendance, grading and performance measurement; and exercising sole authority on all decisions involving academic matters.

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

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

Section 4 – The above-enumeration of rights set forth in Article 8, Section I above is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University. No such right, function, prerogative, or discretion shall be deemed waived or modified unless the waiver or modification is in writing and signed by the University and the Union.

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

ARTICLE 9 ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1 – Subject to legal restrictions and the terms of this Agreement, Employees shall have the same rights and responsibilities to academic freedom as other faculty teaching at the University as defined in the University's Faculty Manual, as it may be amended by the University from time to time.

Section 2 – Employees may not use the classroom or University-sponsored activities to deride or attack the Catholic faith. Here, the terms “deride” and “attack” are to be construed strictly; they do not include the scholarly and relevant criticism of such things as Catholic organizations, Catholic leaders, Catholic activities, and particular theological opinions and traditions. Moreover, faculty members have the right to express and explain their own beliefs, even though these may disagree with Catholic doctrine.

Section 3 – Subject to the terms of this Agreement, Employees shall have the same duties and responsibilities under University policies in connection with their teaching, grading, and professional conduct as other University faculty, including but not limited to those set out in this Article.

Section 4 – Employees have a duty to responsibly and effectively fulfill their teaching and other job responsibilities. In the course of their teaching and related duties, Employees must adhere to academic and professional standards and to course and teaching requirements as established and assessed by the academic unit.

Section 5 – Employees are expected to deliver the course and make themselves available to students on a regular basis, including outside class meeting time. Employees shall prepare for their classes and conduct them in an appropriately professional manner, including but not limited to meeting classes on time, holding all scheduled classes for the full period except in the event of an emergency or as a practice approved by the academic unit head, and evaluating academic performance fairly and reasonably. Employees will submit grades on a timely basis and promptly provide opportunities for student feedback.

Section 6 – In communicating outside the classroom and the University, Employees shall not represent their personal views as those of the University unless expressly authorized in writing by the University to do so. Employees will make it clear that their statements outside of the classroom and the University are personal and are not sponsored or approved by the University.

ARTICLE 10 ACCESS TO SERVICES

Employees shall have access to the following so long as the University determines such access is in furtherance of an Employee's teaching:

- a. A description of any course an Employee has accepted an appointment or assignment to teach, including the course catalog description and available course goals and objectives.

- b. Any existing faculty handbooks, policies, departmental mission statements, guidelines, or procedures related to teaching, placing book orders, and submitting grades, as they may be modified by the University from time to time.
- c. Photocopiers and printers during academic terms in which they are teaching at the University.
- d. The University's internet connections, email, library databases, library services, learning management system (currently Blackboard), file sharing service (currently Google Apps), educational survey tool (currently Qualtrix), course evaluation tool (currently Blue Course) and on-line resources, as they may be changed or eliminated by the University from time to time.
- e. Available office space, but not necessarily individual office space, for Employees to prepare for class and meet with students during academic terms in which they are teaching at the University.
- f. Subject to availability and selection criteria established by the University as it may be modified by the University from time to time, existing pedagogical and scholarly resources relevant to an Employee's teaching duties.

ARTICLE 11 COMPENSATION

Section 1 – The minimum pay rate for teaching standard courses is reflected in the annual minimum rates per credit hour listed below.

For the 2022-2023 Academic Year:

Number of Academic Years in Which Employee Has Taught at the University	Rate Per Credit Hour
0 to 2 Academic Years	\$1,200
3 or 4 Academic Years	\$1,330
5 or 6 Academic Years	\$1,430
7 or More Academic Years	\$1,530

For the 2023-2024 Academic Year:

Number of Academic Years in Which Employee Has Taught at the University	Rate Per Credit Hour
0 to 2 Academic Years	\$1,220
3 or 4 Academic Years	\$1,360
5 or 6 Academic Years	\$1,460
7 or More Academic Years	\$1,560

For the 2024-2025 Academic Year:

Number of Academic Years in Which Employee Has Taught at the University	Rate Per Credit Hour
0 to 2 Academic Years	\$1,240
3 or 4 Academic Years	\$1,390
5 or 6 Academic Years	\$1,490
7 or More Academic Years	\$1,590

For the 2025-2026 Academic Year:

Number of Academic Years in Which Employee Has Taught at the University	Rate Per Credit Hour
0 to 2 Academic Years	\$1,260
3 or 4 Academic Years	\$1,420
5 or 6 Academic Years	\$1,520
7 or More Academic Years	\$1,620

For the 2026-2027 Academic Year:

Number of Academic Years in Which Employee Has Taught at the University	Rate Per Credit Hour
0 to 2 Academic Years	\$1,290
3 or 4 Academic Years	\$1,450
5 or 6 Academic Years	\$1,550
7 or More Academic Years	\$1,650

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

Section 2 – Any Employee whose then-current per credit hour rate exceeds the minimum rate set forth in Section 1 will receive an increase to his/her per credit hour rate as follows:

Fall 2022	2%
Fall 2023	2%
Fall 2024	2%

Fall 2025 2%

Fall 2026 2%

Section 3 – When there is more than one Employee teaching one course, each Employee’s course compensation rate shall be divided or apportioned according to percentage of responsibility, as agreed to in advance by the Department Chair or Program Director and the Employees.

Section 4 – The pay rates for non-standard courses, or for other services provided by Employees, shall be determined by individual written agreement between the Employee and the University. Upon request, the University will provide the Union with information regarding the rates paid to Employees for non-standard courses and other services under this Section.

**ARTICLE 12
PROFESSIONAL DEVELOPMENT**

Section 1 – The University has created a Professional Development Fund for Employees. The total amount payable from the Fund in each fiscal year (July 1— June 30) during the term of this Agreement shall not exceed \$15,000. Amounts in the Fund shall not roll over from one fiscal year to the next.

Section 2 – Employees may apply in writing for reimbursement from the Professional Development Fund for the reasonable costs associated with professional development activities which will contribute to the improvement of teaching. Such requests must describe how the professional development activity will enhance the Employee’s pedagogy and must be approved by the Provost or his/her designee upon the recommendation of the Dean (or his/her designee) of the Employee’s School or College. The Employee shall provide documentation of expenses

upon request. The maximum reimbursement for an individual faculty member shall be \$1,000 per fiscal year. The denial of a request for reimbursement under this Article will not be subject to grievance or arbitration under this Agreement.

ARTICLE 13 OTHER BENEFITS

Section 1 – Employees will be eligible to purchase parking permits at a discounted rate in accordance with the parking rates established by the University, as those parking rates may be amended by the University from time to time.

Section 2 – Employees will be eligible for access to the Simon Recreation Center on the same terms and conditions as other University faculty, as those terms and conditions may be amended by the University from time to time:

Section 3 – Employees will be eligible to contribute to the St. Louis University 403(b) Annuity Plan in accordance with the terms of that plan as the plan may be amended by the University from time to time, both with respect to plan design and eligibility criteria.

Section 4 – Upon ratification of the Agreement, Employees shall be eligible for coverage under the University's health insurance plan(s) in accordance with the terms of the health insurance plan(s) as they may be amended by the University from time to time, both with respect to plan design and eligibility criteria.

ARTICLE 14 APPOINTMENTS AND ASSIGNMENTS

Section 1 – All appointments and/or assignments of Employees shall only be made by the Provost or his/her designee. It is understood that appointments and/or assignments may include preparation and follow-up work performed outside the academic term, such as course

preparation, attendance at meetings, course assessment, grading papers and exams, and resolution of incomplete or disputed grades. No appointment or assignment shall create any right, interest or expectancy in any further appointment or assignment beyond its specific term. The listing of a course and/or designation or identification of a particular Employee in the schedule of classes does not constitute an appointment or assignment.

Section 2 – Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve administrative and academic judgment and shall be made at the sole discretion of the University. The University retains the right to assign the teaching of any course to individuals who are not covered by this Agreement. Nothing in this Agreement shall be construed as guaranteeing that any number of courses or any particular courses will be assigned to Employees. The University retains the right to modify the offering unit, title and/or content of a course that an Employee has been assigned to teach. The University reserves the right to cancel any course for any reason at any time at its sole discretion.

Section 3 – The University will endeavor to provide offers of appointments or assignments to Employees by July 15 for classes expected to be taught in the Fall semester and by December 1 for classes expected to be taught in the Spring semester. Nothing herein precludes the University from offering an Employee an appointment or assignment after the dates in the preceding sentence.

Section 4 – Employees may achieve preferential appointment status within an academic department. Preferential appointment status shall be achieved if:

- a. The Employee has taught at least 60 credits, or 20 courses of less than three (3) credits, at the University;

b. The Employee has taught at least 6 credits in four (4) of the preceding six (6) academic years; and

c. The Employee has taught more than 18 courses within the department in the immediately preceding six (6) academic years.

An Employee with preferential appointment status will have preference for assignment to a course the Employee has taught within the last three academic years over other Employees. In the event an Employee fails to maintain all of the requirements set forth above, the Employee will no longer have preferential appointment status. In determining preferential appointment status, the University shall recognize all credits taught prior to execution of this Agreement. The withdrawal of an Employee's preferential appointment status shall not be subject to grievance or arbitration under this Agreement other than challenging the accuracy of the University's calculation of the items set forth in Section 4(a)-(c).

Section 5 – An Employee who receives an offer of an appointment or assignment must accept that offered appointment or assignment electronically and return the signed acceptance to the University within ten (10) days of receiving the offer of the appointment or assignment, exclusive of weekends and holidays.

Section 6 – If an Employee has accepted the appointment or assignment of a course as set forth in Section 5 above and the University then cancels that course within fourteen (14) working days of the scheduled start date of the course, the University will pay the Employee ten percent (10%) of the compensation the Employee would have received for teaching the entire course, up to a maximum amount of \$500.00. If an Employee has accepted the appointment or assignment of a course as set forth in Section 3 above and the University then cancels that course after the scheduled start date of the course, the University will pay the Employee on a pro rata basis for

the number of classes that were held before the course was canceled or ten percent (10%) of the compensation the Employee would have received for teaching the entire course, whichever is greater.

Section 7 – Nothing in this Article shall be construed as limiting the rights set forth in Article 8 – Management Rights.

ARTICLE 15 OPEN FULL-TIME POSITIONS

Employees may apply for open full-time positions, including faculty positions. Employees will be given due consideration provided they meet the minimum qualifications for the position, and their service as Employees shall be a factor considered by the University in its hiring decisions. –The University shall encourage departments to notify employees about any full-time positions that are opened. Employees will be responsible for identifying and applying for open positions.

ARTICLE 16 DISCIPLINE AND DISCHARGE

Section 1 – The University reserves the right to discipline or discharge an Employee during the term of an appointment for reasons of just cause. The Employee 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.

Section 2 – The University may place an Employee on a paid administrative leave pending an investigation concerning an allegation of misconduct by the Employee. Such a paid administrative leave shall not be considered to be disciplinary action that is subject to the just cause standard.

Section 3 – 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 14 (Appointments and Assignments).

ARTICLE 17 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 – For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

Section 2 – A grievance may be filed by the Union or an Employee (with a copy given to the Union), but a demand for arbitration may be filed only by the Union or the University. A grievance can be filed only on a form agreed to by the Union and the University. The adversely affected Employee or class of Employees (see Section 6 below) and the specific provisions of the Agreement claimed to be violated shall be identified in the grievance. The University may file a grievance to the Union in accordance with Section 8 of this Article. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of any complaint or dispute arising out of the application

of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

Section 3 – An Employee may informally discuss a problem with his/her Chair or Program Director at any time. Nothing in this Agreement shall prevent an Employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union representative.

Section 4 – A grievance shall be processed as follows:

Step One: The grievance shall be submitted in writing by hand, facsimile or electronic mail to the Employee's Chair or his/her designee within ten (10) work days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within ten (10) work days after the affected Employee or the Union knew or should have known of the occurrence of those facts or circumstances. The deadline for filing a Step 1 grievance may be extended by ten (10) work days if the Employee chooses to attempt to resolve the grievance by initiating an informal process within ten (10) work days after the Employee or the Union knew or should have known of the occurrence of those facts or circumstances giving rise to the dispute over which the grievance arose. The grievance document shall clearly indicate that the matter is a grievance and identify the provision(s) of the Agreement at issue. The University may hold a meeting to review the grievance at a time mutually convenient to the University, the Union and the grievant. The University shall give a written response to the grievance within ten (10) work days after receipt of the grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be considered to be denied and the grievance may move to Step Two.

Step Two: If the grievance is not resolved at Step One, a Step Two grievance shall be submitted in writing by hand, facsimile or electronic mail to the Provost or his/her designee within seven (7) work days after the University has responded to the Step One grievance or, if no response was given, the date on which that response was due. The grievance document shall clearly indicate that the matter is a grievance and identify the provision(s) of the Agreement at issue. The University may hold a meeting to discuss the grievance at a time mutually convenient to the University, the Union and the grievant. The University shall give a written response to the grievance within ten (10) work days after receipt of the Step Two grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be considered to be denied and the grievance may be moved to Step 3.

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

and determine the case in accordance with its prevailing rules. Copies of all correspondence concerning arbitration shall be served on the other party. The arbitration shall be held in St. Louis, Missouri unless the University and the Union agree in writing to hold it elsewhere. The parties may mutually agree to submit the grievance to mediation at any time prior to the initiation of arbitration or the issuance of the arbitrator's award.

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

Section 6

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

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

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

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

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

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

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

Section 8 – A grievance initiated by the University alleging a violation of the Agreement by the Union shall be presented in writing to and discussed with the lead Union Steward. A demand for arbitration for such a grievance may also be made in accordance with Section 4, Step 3 of this Article.

**ARTICLE 18
PERSONNEL FILES**

The University maintains Employee personnel files in the Office of the Provost. An Employee may schedule an appointment with the Office of the Provost to review his or her personnel file, upon reasonable notice in the same manner as other University employees.

**ARTICLE 19
LABOR-MANAGEMENT COMMITTEE**

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

Section 2 – The Labor-Management Committee shall consist of no more than four (4) representatives designated by the Union and four (4) representatives designated by the University. Either party may request, in advance, to bring up to three (3) additional individuals to the Labor-Management Committee for a particular meeting. Such requests shall not be unreasonably denied.

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

Section 4 – The Labor-Management Committee shall meet at least one (1) time during each fall and spring semester; provided, however, that the parties may mutually agree not to meet. 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.

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

ARTICLE 20
NO STRIKES – NO LOCKOUTS

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

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

Section 3 – An Employee who engages in any conduct which violates the provisions of Section 1 of this Article shall be subject to discipline up to and including discharge without recourse to Article 16 – Grievance and Arbitration Procedure; provided, however, that an Employee who alleges that he or she did not engage in any conduct prohibited by Section 1 may

have recourse to Article 16 – Grievance and Arbitration Procedure, in which case the sole question to be decided will be whether the Employee engaged in any conduct prohibited by Section 1.

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

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

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

Section 7 – Should the Union or its representatives or agents engage in any action in violation of Article 19 – No Strikes-No Lockouts, the University’s obligations and an Employee’s rights under Article 16 – Grievance and Arbitration Procedure shall be suspended, and those obligations shall resume at such time as the unlawful actions cease.

ARTICLE 21 LEGALITY

If any provision or the enforcement or performance of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If, at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect.

In the event any provision is contrary to law, the remaining provisions shall continue in full force and effect.

**ARTICLE 22
DURATION AND NOTICE**

This Agreement shall go into effect on the date of its execution and shall continue in effect from its effective date until May 30, 2027, and shall thereafter automatically be renewed from year to year unless either party shall notify the other party in writing at least 60 days prior to any such expiration date that it desires to change or modify the terms thereof.

Except where otherwise specifically provided in this agreement, all notices required herein shall be by Certified Mail, Return Receipt Requested, and shall be addressed to the University and Union respectively as follows:

SEIU Local 1
2725 Clifton Ave.,
St. Louis, Missouri 63139
314-647-9950

Office of the Provost
Saint Louis University
221 N. Grand Blvd
DuBourg Hall, Room 210
St. Louis, Missouri 63103

With a copy to:
Office of the General Counsel
Saint Louis University
221 N. Grand Blvd
DuBourg Hall, Room 219
St. Louis, Missouri 63103

Executed on this ____ day of _____, 2022 in St. Louis, Missouri.

For Saint Louis University

For Service Employees International Union, Local 1



Genie Kastrup



Dated:

Dated: 10/29/22