COLLECTIVE BARGAINING AGREEMENT

By and Between

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 32BJ
and
THE GEORGE WASHINGTON UNIVERSITY

January 1, 2014 - December 31, 2016
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AGREEMENT

THIS AGREEMENT, effective as of the 1st day of January 2014, by and between The Service Employees International Union, Local 32BJ, located at 1025 Vermont Avenue, N.W., Washington, DC 20005 (hereinafter referred to as the "Union") and The George Washington University, located at 2121 I Street, N.W., Washington, D.C., 20052, (hereinafter referred to as the "Employer").

WITNESSETH:

WHEREAS, The Union has been recognized by the Employer as the exclusive bargaining agent for certain employees; and
WHEREAS, it is the purpose of the parties hereto to promote and improve the services provided by the Employer as well as the interests of the employees, to avoid and prevent interruption and interference with the Employer's services, to resolve all disputes and differences between the parties promptly and peacefully, and to set forth herein their agreement covering rates of pay, hours of work, and other terms and conditions of employment;
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:
ARTICLE 1
RECOGNITION

Section 1.1 The Employer recognizes the Union as the exclusive bargaining agent for a unit of all regular full-time employees and all regular part-time employees of the Employer in the Housekeeping and Grounds divisions of the Facilities Services Department of the University in the job titles named in Section 1.2 below, but excluding all executive, professional, technical, clerical, and supervisory employees (including foreman), temporary employees, guards, employees not regularly scheduled for a standard workweek of twenty (20) or more hours, and all other employees in job classifications not specifically named in Section 1.2 below.

Section 1.2 Specifically included by job classification are the following:

Crew Leader, Grounds
Crew Leader, Housekeeping
Groundsperson
Landscape Gardener/Equipment Operator
Equipment Vehicle Mechanic
Small Engine Maintenance Mechanic
Service Worker
Service Worker Trainee
Senior Service Worker

Section 1.3 For purposes of this Agreement, the following terms have the meanings stated below:
(a) "regular full-time employee(s)" means employee(s) in a bargaining unit who hold regular full-time positions and who are regularly scheduled to work forty (40) hours per week;

(b) "regular part-time employee(s)" means employee(s) in a bargaining unit who hold regular part-time positions and who are regularly scheduled to work twenty (20) or more hours per week; any regular part-time employee working over 35 hours a week shall receive an additional twenty cents (20) an hour to his or her straight-time hourly rate for each hour worked from 36 to 40. If an employee works in excess of 40 hours per week, such additional amount will not be paid;

(c) "temporary employee(s)," excluded from bargaining units, means employees who are identified as temporary employees on Employer records and are hired for a period of no longer than six (6) months, or who are hired to replace one or more employees who are absent on leave from work, even if for longer than six (6) months;

(d) "employee(s)" as hereinafter used means both regular full-time employees and regular part-time employees as defined above, unless a provision applies only to one of these categories of employees, in which case the term shall include only the category of employee to which the provision applies.

The Union may request in writing no more than four times per year that the Employer provide a list of temporary employees on the Employer's payroll who are regularly scheduled to work twenty (20) or more hours per week. If it receives a timely
request, the Employer shall provide a list indicating temporary employees' names, dates of hire, departments and whether the temporary employees were hired to replace employees who are absent on leave from work. Information shall be provided as of the end of the calendar quarter in which the request is made (i.e., as of March 31, June 30, September 30 or December 31). The Union must request this information at least 30 days prior to the end of the quarter. The Employer shall not be required to provide any information regarding employees not on its payroll (e.g., employees of contracting agencies).

**ARTICLE 2**
**UNION SECURITY**

Section 2.1 The Employer agrees that as a condition of continued employment, all employees who are presently members of the Union shall maintain said membership, and all employees who are not presently members of the Union and all new employees shall become members on the first day of the first full calendar month which follows completion of sixty (60) days of employment, or the thirtieth day following the effective date of this Agreement, whichever is later. The Employer agrees to provide the Union with a quarterly report of new members, their addresses and job titles. The Employer agrees to permit the Union to make a brief presentation about Union membership in conjunction with Facilities Services Department new employee orientation sessions.
Section 2.2 The requirements of membership under this Agreement are satisfied by the payment of the financial obligations of the Union's initiation fees and periodic dues uniformly imposed.

Section 2.3 The Employer further agrees that upon request of the Union it will discharge any employee who fails to comply with the requirements of this Article.

Section 2.4 The Union agrees to indemnify and hold the Employer harmless from any and all claims, suits, judgments, attachments, and any other liability resulting from the Employer's actions in accordance with this Article.

Section 2.5 Employees Holding Certain Religious Beliefs. Notwithstanding the foregoing, any Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting a union shall not be required to join or financially support the Union as condition of employment. However, the University and the Union may agree that an Employee who has such religious objections may be required to pay a sum equal to the Union's periodic dues (agency fee) to a nonreligious, nonlabor charity chosen by the Employee.

ARTICLE 3
CHECK OFF

Section 3.1 Upon receipt of a signed authorization from an employee in the form attached hereto as Exhibit 1, the Employer agrees to deduct from an employee's pay during the term of this Agreement the initiation fees and periodic dues uniformly
required by the Union as a condition of acquiring or retaining membership therein, agency fees and voluntary American Dream Fund contributions, and to transmit same to the Union within the first ten (10) working days of the month following the month of collection. Initiation fees are to be deducted in two (2) installments for employees paid bi-weekly. The Employer agrees to furnish to the Union a monthly list of the names of employees covered by this Agreement. The Employer shall be relieved from making deductions if an employee leaves a bargaining unit position or has earnings less than the amount of the required deduction during the pay period. The Union shall certify to the Employer the amount of required initiation fees and periodic dues. The Union agrees to indemnify and hold the Employer harmless from any and all claims, suits, judgments, attachments, and any other liability resulting from the Employer's actions in accordance with this Article.

ARTICLE 4
PROBATIONARY EMPLOYEES

Section 4.1 All employees hired after the effective date of this Agreement shall be considered as being on a trial period during the first ninety (90) days of their employment. During the said ninety (90) day period, the Employer shall be the sole judge of the fitness and suitability for continued employment for the persons so hired and the grievance and arbitration provisions of this Agreement shall not be available.
ARTICLE 5
HOURS FOR EMPLOYEES

Section 5.1 For regular full-time employees, the normal work week will be forty (40) hours of work and the normal work day will be eight (8) hours of work. This provision does not limit the Employer's exclusive management right to assign working hours or require overtime work.

Section 5.2 An employee who works more than eight (8) hours in any one day or more than forty (40) hours in any one workweek shall be compensated for all hours worked over eight (8) in a day or over forty (40) in the workweek at the rate of time and one-half of the employee's regular hourly rate. An employee shall be compensated at twice the employee's regular hourly rate for work performed on the seventh consecutive worked day of an employee's workweek (as designated for payroll purposes), if the employee has worked at least forty (40) hours in the workweek prior to the work on the seventh day. Pay rates for designated employees' work during inclement weather are addressed in Section 5.8. There shall be no duplication or pyramiding in the computation of overtime or other premium pay, and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked. Except in cases which cannot reasonably be anticipated, employees shall receive at least seventy-two (72) hours’ notice of overtime assignments. Whenever overtime work is required, the employer first shall ask for volunteers among the employees performing the work. If volunteers are available,
the overtime work shall be assigned to such volunteers and
distributed as equitably as possible giving consideration to those
volunteers with the greater seniority. If volunteers are not
available, overtime work shall be assigned to employees
normally performing the work and shall be distributed as
equitably as possible, using inverse seniority as a guide.

Section 5.3 Assignment of employees to shifts shall be within the
Employer's exclusive management right to schedule the work
force. In exercising this right to change employees' shifts, to the
extent time permits, the Employer shall first seek qualified
volunteers and, if none are available, then any such shift
change(s) shall apply to the qualified employee(s) with the least
seniority. Except in emergency situations, the Employer shall
give written notice to any employee(s) affected by shift change
two (2) weeks before the date on which the change(s) of shift is
to occur. In addition to this written notice, the Employer will
attempt to notify the employee(s) of the shift change(s) orally as
promptly as possible after the decision to make the shift
change(s) is made. Notwithstanding the above, existing patterns
of weekend off scheduling will continue unless operational
requirements necessitate a change.

Section 5.4 Employees are expected to report to work on time and to check
out on time at the end of their shift. Employees may be
disciplined for excessive tardiness. Excessive tardiness
specifically includes, but is not limited to, instances when an
employee is late more than two times in a one week period or
three times in a two week period or when there is less frequent, but repeated lateness over a longer period. If an employee has not had prior disciplinary action for excessive tardiness, he/she shall not be discharged for excessive tardiness.

Section 5.5 The Employer may dock an employee's pay for any time missed due to lateness, as calculated in accordance with its time-keeping system (currently KRONOS). An employee's pay will be docked if he/she is more than 7 minutes late signing in to the time-keeping system.

Section 5.6 All full-time employees covered by this Agreement shall be granted a twenty-five (25) minute rest period during each day of eight (8) hours of work or more. Rest periods shall not exceed twenty-five (25) minutes, shall include travel time to and from the work location, and shall be taken in accordance with the schedule established by the Employer. Rest periods may not be accumulated. A non-paid meal period of at least thirty (30) minutes will be provided to all full-time employees covered by this Agreement. Employees must return on time from rest periods and meal periods. All regular part-time employees covered by this Agreement who work more than four (4) hours in a day shall be granted a fifteen (15) minute rest period.

Section 5.7 Absent unusual circumstances, all employees will be scheduled to have at least every other weekend off. The provisions of this section shall not apply to employees whose regular assignment includes weekend work.
Section 5.8 The Employer will implement its Designated Employee Program using the following outline, to be refined in the operational documents.

(a) The grounds staff will be responsible to report to work for all snow removal requirements.

(b) Housekeeping staff will be assigned as designated personnel for specific periods throughout the snow season as discussed below.

(c) Designated Housekeeping staff will be assigned to Assignment Groups 1, 2, or 3. A list of employees in each Assignment Group will be posted by October each year.

(d) The schedule will be as follows:

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<tr>
<td>Assignment 1</td>
<td>X</td>
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<td>Assignment 2</td>
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<td>Assignment 3</td>
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<td>X</td>
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(e) Each Assignment Group will consist of up to 68 designated personnel. In some situations, not all 68 designated personnel will be needed. Management will determine staff requirements based on forecasted precipitation and intensity of the storm. Management will establish procedures for notifying designated employees when to report to work.
(f) In the event that the Employer has announced that it will be closed, absent an emergency situation under paragraph (i), only designated personnel will be required and held responsible to report to work. In the event the Employer announces a liberal leave status, employees who are not designated may take liberal leave if they have accrued leave available. In all other situations, employees will be expected to report to work as scheduled or as otherwise directed.

(g) Grounds staff, volunteers and designated employees will be paid double time for time worked when the Employer is closed. Grounds staff, volunteers and designated personnel will also be paid double time for time worked outside their normal working hours during designated events. There shall be no pyramiding of double time (e.g., no time-and-a-half for overtime when working at double time rates). Other pay will be in accordance with standard procedures, including time-and-a-half for overtime, except that employees who are not designated and who do not work when the Employer is closed will be paid straight time for their regularly scheduled hours.

(h) Employees should not generally expect to be granted leave during their designated months. However, the Employer will consider special requests for leave, taking into account the
availability of substitutes and the needs of the Employer community. The Employer will maintain a list for employees to volunteer to serve as designated employees during months when they are not otherwise designated.

(i) In addition to the above, all employees may be required to respond to emergency situations, as determined by Management (e.g., in the event of hurricanes, extreme snow storms, etc.).

Section 5.9 **Call in Guarantee.** Employees called in on a nonscheduled day (*i.e.*, normal day off) shall be provided the opportunity to perform at least four (4) hours of work, or receive pay in lieu thereof. Provided, however, that Employees who fail to report as directed shall be subject to the other applicable rules under this Agreement, including discipline and docking of pay (e.g. Sections 5.4 and 5.5).

**ARTICLE 6**
**WAGE RATES**

Section 6.1 (a) Effective in the pay period that begins February 2, 2014, employees on the payroll as of that date shall receive a pay increase of two and one-quarter percent (2.25%) to their present straight-time hourly rate, as reflected in Exhibit 2.

(b) First Reopener for Wages and Health Benefits: It is agreed that upon at least ninety (90) days written notice prior to the 31st day of December 2014, either party may reopen this Agreement, but solely for the purpose of negotiating wage rates.
(including shift differential) and health benefits for the period January 1, 2015 through December 31, 2015. During such periods of reopener, all of the terms and conditions of this Agreement shall remain closed, and in full force and effect.

(c) Second Reopener for Wages and Health Benefits: It is agreed that upon at least ninety (90) days written notice prior to the 31st day of December 2015, either party may reopen this Agreement, but solely for the purpose of negotiating wage rates (including shift differential) and health benefits for the period January 1, 2016 through December 31, 2016. During such periods of reopener, all of the terms and conditions of this Agreement shall remain closed, and in full force and effect.

(d) If any employee's straight-time hourly rate of pay, upon being increased as provided above, is less than the straight-time hourly rate for his/her job classification as listed in the relevant column of Exhibit 2, the employee's straight-time hourly rate will be the higher rate, and whichever straight-time hourly rate is higher will be used as the basis for computing all paid leave and other benefits provided under this Agreement.

(e) Employees who were on the payroll in an active status as of February 2, 2014, shall receive a $50.00 signing bonus, less applicable withholdings.

Section 6.2 Employees who are hired on or after the date of execution of this Agreement or who transfer to a new job classification on or after the date of execution of this Agreement will be hired or
transferred in accordance with the hourly rates of pay set forth in Exhibit 2; provided that in the case of a transfer to a job classification in the same or a higher pay grade, the employee may retain his/her former hourly rate of pay, if higher.

Section 6.3 An employee shall receive a shift differential of fifty ($.50) cents per hour over his/her straight-time hourly rate for hours worked between 7:00 P.M. and 7:00 A.M. the following morning. No shift differential will be paid for any hours for which an employee is paid at a time-and-a-half or double-time rate.

Section 6.4 It is understood and agreed that an employee from a lower classification assigned to perform one (1) hour or more per day in a classification paying a higher rate of pay per hour as set forth in Exhibit 2 shall receive the higher rate of pay for all hours worked in the higher classification. Nothing in this Agreement, however, shall be construed to prohibit the employee from performing tasks as a trainee for a higher paid classification at his/her regular rate for a period not to exceed two months. An employee may be assigned to perform work in a lower classification when emergencies or unpredictable events occur which prevent the normal operational schedule to be followed, but in such temporary instances will retain his or her regular rate of pay per hour.

Section 6.5 Employees who are rated “Valued Performer,” “Exceptional,” or “Role Model” on the annual performance review immediately preceding the execution of this Agreement shall receive an
additional increase to their straight-time hourly rates, effective February 2, 2014, as follows:

1. Role Model · $0.30
2. Exceptional · $0.23
3. Valued Performer · $0.14

**ARTICLE 7
HOLIDAYS**

Section 7.1 For purposes of this Agreement, the term "holiday(s)" means the following:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
** Winter Holiday

Labor Day  
Thanksgiving Day  
*Friday After Thanksgiving Day  
Christmas Day  
***Inauguration Day  
Second Winter Holiday

* Given in lieu of Veterans Day

**Given in lieu of Columbus Day

***Applicable only if the Employer observes this day as a paid holiday for its general workforce.

Prior to July 1 of each year, the Employer will publish the above list of holidays with the dates they will be celebrated during the upcoming fiscal year.

Section 7.2 If a regular full-time employee is entitled to holiday pay under this Article, holiday pay shall equal eight (8) times the employee's straight-time hourly rate. If a regular part-time employee is entitled to holiday pay under this Article, holiday
pay shall equal four (4) times the employee's straight-time hourly rate.

Section 7.3 The Employer has the right, in its sole discretion, to require any employee to work on any holiday. The Employer will attempt to distribute holiday work on an equitable basis insofar as reasonably practicable. The Employer will notify an employee seventy-two (72) hours in advance that the employee is required to work on a holiday, provided that such notice is not necessary in cases in which employee(s) scheduled to work on a holiday fail to show up for work or in any other emergency situations. In the event an employee is required to work on a holiday, the employee shall be paid for such work just as if the day were not a holiday. In addition, the employee shall be entitled to select one of the following: (a) holiday pay or (b) a day off with pay equivalent to holiday pay. An employee who wishes to select option (b) must so notify his/her supervisor no later than the end of the pay period in which the holiday was worked, and at that time, arrange with the supervisor a date, within the remainder of the fiscal year, for the day off, with preference being given to the employee's requested date if consistent with operational requirements. If the employee fails to notify the supervisor as stated above, the employee will automatically receive holiday pay under option (a), and forfeit the right to select option (b).

Section 7.4 Employees who are given a holiday off shall receive holiday pay, as defined in section 7.2, except as follows:
(a) Employees who are not normally scheduled to work on the day of the week on which the holiday falls shall receive, at the Employer's option either holiday pay or a day off with pay equivalent to holiday pay in the same workweek in which the holiday falls. If the employee expresses a preference for holiday pay, or a day off with pay, the Employer will consider the employee's preference in line with operating requirements and scheduling needs.

(b) An employee who is scheduled or requested to work on a holiday and who fails to do so shall not receive any holiday pay otherwise applicable, unless the absence is excused by the Employer for good cause. An employee who is scheduled off for a holiday and who fails to report for the last scheduled work day preceding the holiday or the first scheduled workday following the holiday shall not receive any holiday pay otherwise applicable, unless the absence is excused by the Employer, for good cause. Absences discussed in this paragraph which are not excused may be treated as absence without approved leave (AWOL) subject to disciplinary action.

ARTICLE 8
ANNUAL LEAVE

Section 8.1 Beginning with the first full calendar month of employment, regular full-time employees will accrue annual leave for each full calendar month worked (i.e., the first through the end of the month) as follows:
YEARS OF REGULAR FULL-TIME SERVICE | ACCRUAL RATE (DAYS)  
--- | ---  
1ST FULL MONTH THROUGH END OF 2ND YEAR | 13  
3RD YEAR THROUGH END OF 4TH YEAR | 15  
5TH YEAR THROUGH END OF 15TH YEAR | 21  
OVER 15 YEARS | 24  

** ONE ADDITIONAL DAY IS ACCRUED AFTER THE 6TH AND 18TH MONTH OF EMPLOYMENT.**

To earn annual leave, a regular full-time employee must be at work or on approved leave with pay, or a combination thereof, for the full month. An employee who is absent from work in an unpaid status during a calendar month will not accrue any annual leave for that month, except as follows. If all such unpaid absence is temporary disability leave, maternity leave, military leave, leave due to illness during the initial probation period or leave due to illness within three months of return from temporary disability leave, a regular full-time employee shall accrue annual leave for the calendar month in accordance with the following schedule:

<table>
<thead>
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<th>Work days absent</th>
<th>Employee will earn following percentage of accrual rate</th>
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<tr>
<td>up to 5</td>
<td>100%</td>
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<tr>
<td>more than 5, up to 11</td>
<td>50%</td>
</tr>
<tr>
<td>more than 11, up to 16</td>
<td>25%</td>
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<tr>
<td>more than 16</td>
<td>0</td>
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Section 8.2 Beginning with the first full calendar month of employment, regular part-time employees will accrue annual leave for each calendar month worked as follows:

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<thead>
<tr>
<th>Hours worked in calendar month</th>
<th>Accrual rate per calendar month</th>
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<tr>
<td>up to 40</td>
<td>0</td>
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<tr>
<td>more than 40, up to 80</td>
<td>1/4 day (2 hours)</td>
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<tr>
<td>more than 80, up to 120</td>
<td>1/2 day (4 hours)</td>
</tr>
<tr>
<td>more than 120</td>
<td>3/4 day (6 hours)</td>
</tr>
</tbody>
</table>

To earn annual leave, a regular part-time employee must be at work as scheduled or, on approved leave with pay, or a combination thereof, for the full month. A regular part-time employee who is absent from work in an unpaid status during a calendar month will not accrue any leave for that month.

Section 8.3 A new employee may not use annual leave until the end of his/her second full calendar month of employment. On the first day of the third calendar month, an employee is credited with all annual leave accrued since beginning employment.

Section 8.4 Annual leave may be granted in advance of being earned, with approval of the employee's supervisor. Except in emergencies, approval for use of annual leave must be obtained from the Employer three weeks in advance of the first day of the leave. Requests for approval of annual leave will be considered with regard to operating requirements, seniority of the employee and the dates requested.

Section 8.5 Absences due to illness, injury or temporary disability may be charged against accrued annual leave after an employee has exhausted sick leave, if requested in writing by the employee
before the end of the pay period in which the absence occurs and approved by the employer.

Section 8.6 Employees accrue annual leave on a fiscal year basis. It is the responsibility of employees to schedule annual leave in advance so that it may be taken during the fiscal year in which it accrues. On June 30 of each fiscal year, all accrued annual leave will normally be forfeited with no carry-over to the following year. If an employee is unable to take annual leave prior to the end of a fiscal year due solely to unusual operational needs of the Employer, the employee may carry over not more than five (5) days of unused leave which must be used by August 31 of the following fiscal year. Leave may not be carried over when employees fail to request leave in a timely fashion and when more employees ask for leave than the normal schedule will allow. If an employee ends the fiscal year having borrowed more annual leave days than he/she accrues the number of such days will be subtracted from the total annual leave days he/she is eligible for in the next fiscal year beginning July 1. Upon termination of employment through retirement or otherwise, an employee shall be paid for accumulated unused annual leave. If an employee retires or terminates before accruing leave that was used in that fiscal year, the used leave will be deducted from the final paycheck.

Section 8.7 A former regular full-time employee who returns to regular full-time employment after a break in service of one year or less shall be restored to his/her former annual leave earning rate;
however, eligibility for advancement to greater leave earning rates shall be based on total full months of actual full-time service.

Section 8.8 Absence due to a disciplinary suspension of two (2) days or less will not result in forfeiture of annual leave accrual under Section 8.1 or 8.2.

ARTICLE 9
SICK LEAVE

Section 9.1 Beginning with the first full calendar month of employment, regular full-time employees will accrue one day (8 hours) of sick leave for each full calendar month worked (i.e., the first through the end of the month). To earn sick leave, a regular full-time employee must be at work or on approved leave with pay, or a combination thereof, for the full calendar month. An employee who is absent from work in a unpaid status during a calendar month will not accrue any sick leave for that month, except as provided in Section 9.7 or as follows. If all such unpaid absence is temporary disability leave, maternity leave, military leave, family and medical leave, leave due to illness during the initial probation period or leave due to illness within three months of return from temporary disability leave, a regular full-time employee shall accrue sick leave for the calendar month in accordance with the following schedule:
<table>
<thead>
<tr>
<th>Work days absent</th>
<th>Leave accrued</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 5</td>
<td>1 day (8 hours)</td>
</tr>
<tr>
<td>more than 5, up to 11</td>
<td>1/2 day (4 hours)</td>
</tr>
<tr>
<td>more than 11, up to 16</td>
<td>1/4 day (2 hours)</td>
</tr>
<tr>
<td>more than 16</td>
<td>0</td>
</tr>
</tbody>
</table>

In addition, a new regular full-time employee whose date of hire is after the first working day on the calendar month and who otherwise meets all conditions for accruing sick leave shall accrue sick leave in accordance with the immediately foregoing schedule.

Section 9.2

Beginning with the first full calendar month of employment, regular part-time employees will accrue sick leave as follows:

<table>
<thead>
<tr>
<th>Hours worked in calendar month</th>
<th>Accrual rate per calendar month</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 40</td>
<td>0</td>
</tr>
<tr>
<td>more than 40, up to 80</td>
<td>1/4 day (2 hours)</td>
</tr>
<tr>
<td>more than 80, up to 120</td>
<td>1/2 day (4 hours)</td>
</tr>
<tr>
<td>more than 120</td>
<td>3/4 day (6 hours)</td>
</tr>
</tbody>
</table>

To earn sick leave, a regular part-time employee must be at work as scheduled or on approved leave with pay, or a combination thereof, for the full month. A regular part-time employee who is absent from work in an unpaid status during a calendar month will not accrue any leave for that month, except as provided in Section 9.7 or as follows. If all such unpaid absence is temporary disability leave, maternity leave, military leave, family and medical leave, leave due to illness during the
initial probation period or leave due to illness within three months of return from temporary disability leave, a regular part-time employee shall accrue sick leave for the calendar month in accordance with the schedule in Section 9.2 on a pro rata basis according to the number of regularly scheduled hours.

Section 9.3 Accrued sick leave may be used when the employee's illness, injury, temporary disability (including disability due to pregnancy, childbirth or related medical conditions), or appointment for medical examination or treatment, necessitates absence from work. Accrued sick leave may also be used, to a maximum of 22 days per year, for the medical care of a dependent child, spouse or parent. Accrued sick leave may be approved on an hourly basis and may be used as soon as it is accrued, with appropriate approval. An employee who requests sick leave must follow the procedures established by his/her department. Failure to do so may be cause for denial of leave and disciplinary action. An employee may use annual leave when sick leave is exhausted according to the procedures in Section 8.5.

Section 9.4 Sick leave may be accumulated to a maximum of 180 days. No payment for accumulated unused sick leave will be made upon termination of employment through retirement or otherwise.

Section 9.5 The Employer may require satisfactory medical evidence (including a doctor's certification) of illness, injury or temporary disability whenever any employee misses work for three (3) or
more consecutive work days or when the Employer has reason to believe the employee is misusing sick leave.

Section 9.6 Absence due to a disciplinary suspension of two (2) days or less will not result in forfeiture of sick leave accrual under Section 9.1 or 9.2.

Section 9.7 An employee who is absent from work in an unpaid status during a calendar month may accrue sick leave for that month if the employee promptly provides documentation or other medical evidence that establishes to the Employer's satisfaction that the employee was unable to report to work due to an illness. In such an event, the employee shall be carried on a leave without pay status. If the documentation or other medical evidence presented by the employee is not satisfactory in the sole judgment of the Employer, the employee shall not accrue any leave that month and shall be deemed to be absent without approved leave. Nothing in this section shall relieve an employee of the obligation to advise the employee's supervisor of an absence from work in accordance with departmental practice and policy.

ARTICLE 10
BEREAVEMENT LEAVE

Section 10.1 An employee shall be entitled to bereavement leave with pay for not more than three (3) days when absence from work is necessitated due to any death in the employee's immediate family as defined below. An employee must notify his/her supervisor as soon as possible that he/she requests bereavement
leave. If the funeral takes place outside the Maryland, Virginia, D. C. area, additional time off without pay may be granted if approved in advance by the supervisor.

Section 10.2 "Immediate family" is defined as spouse or domestic partner (for whom an affidavit has been submitted to Benefits Administration), child, step-child, the child of a domestic partner, brother or sister (including step-siblings), parent or step-parent, grandparent, grandchild, son-in-law or daughter-in-law, mother-in-law or father-in-law, brother-in-law or sister-in-law.

Section 10.3 Bereavement leave may be granted in the Employer's discretion in the event of the death of a person with whom the employee has had a close relationship, such as a foster parent or a relative who acted as a parent to the Employee.

Section 10.4 Normally, an oral request for bereavement leave precedes any written request. Employees may contact their supervisors through established call-in procedures or notify them at work. Supervisors may require that the employee complete the University Leave Request Form. Along with the Leave Request Form, the supervisor may require that the employee provide the name of the deceased and his or her relationship to the employee, as well as verification of the death, such as an obituary or death certificate.

Section 10.5 Employees may request annual leave when absence from work is necessitated due to death of other family members not listed
above. Such requests for annual leave use shall not be unreasonably denied.

Section 10.6 For regular full-time employees, pay for a day of bereavement leave shall be eight (8) times the employee's straight-time hourly rate. For regular part-time employees, pay for a day of bereavement leave shall be the employee's straight-time hourly rate times the number of hours the employee was scheduled to work that day.

ARTICLE 11
JURY DUTY

Section 11.1 If an employee must be absent from work to perform jury duty, leave will be granted for the period of jury duty. To obtain leave, the employee must submit the court documents demonstrating the period of jury duty. Absences for jury duty will not be deducted from annual leave, nor shall employee benefits be affected. For each day of absence due to jury duty, a regular full-time employee will be paid an amount equal to eight (8) times the employee's straight-time hourly rate and a regular part-time employee will be paid an amount equal to four (4) times the employee's straight-time hourly rate. The employee must remit to the Employer all jury duty remuneration (excluding any travel reimbursement and any amount in excess of the employee's pay). Whenever an employee is excused from such jury duty during a scheduled work day or fails to attend jury duty for any reason, the employee shall notify his/her
supervisor as promptly as possible and report to work if requested.

ARTICLE 12
OTHER LEAVE

Section 12.1 Family and Medical Leave. Employee shall be entitled to family and medical leave in accordance with the requirements of applicable law. Employees may use sick leave, annual leave, or a combination thereof, for family and medical leave at the employee's election, subject to and in accordance with the University's policies.

Section 12.2 Maternity and Parental Leave. The Employer regards disability resulting from pregnancy, childbirth or related medical conditions as medical disability for purposes of leave. Policies governing use of sick, annual and family and medical leave are therefore applicable. An employee will not be required to submit a doctor's certification of medical disability, however, for a leave following normal childbirth if the employee returns to work within sixty (60) days of the birth. Paid Parental Leave shall be provided for all regular, full-time staff with at least two (2) years of continuous benefits-eligible service, in accordance with the Employer's then-current standard policy.

Section 12.3 Military Leave. Employees may request unpaid military leave for the period necessary to perform military duty. Such leave must be requested in writing in advance, include the dates of military duty and a copy of the appropriate military order. The
Employer agrees to carry out the applicable federal statutes relating to reinstatement of employees who have served in any branch of the Armed Services of the United States. In the event that it becomes necessary to discharge another employee in order to reinstate such an employee returning from service in the Armed Forces of the United States, such discharge shall follow the seniority principle as expressed in Article XIII and shall not constitute a grievance under the grievance and arbitration provisions of this Agreement. However, such discharged employees shall be entitled to transfer and recall rights under Sections 13.5 and 13.6.

Section 12.4 Education Leave. Employees with two (2) or more years of service may request unpaid education leave for up to one year for purposes of enrollment in an educational program. An employee shall give the Employer thirty (30) days advance notice of the date on which he or she intends to return from leave. An employee who timely returns from an approved education leave will be reinstated to his/her former position or a comparable one, if there is an available vacancy. If there is no such vacancy, the employee will be notified of the next available vacancy, if any, in his job classification and Department, which occurs within six (6) months of the intended date of return. If the employee then applies for the vacancy and is qualified, he or she will be hired before any outside applicant who is not employed by the Employer (but will receive no special preference in relation to applicants employed by the Employer). An
employee will not accrue seniority during an education leave, but if reinstated in accordance with this section, he or she will be restored to the seniority level he or she had prior to the leave.

Section 12.5 Other Approved Unpaid Leave of Absence. In extenuating circumstances, the Employer may grant an employee's written request for a specific period of unpaid leave of absence for personal reasons. The Employer will determine whether to grant the leave based on the relevant circumstances. An employee who timely returns from an approved leave of absence under this Section will be reinstated to his/her former position or a comparable one, without loss of seniority.

Section 12.6 In the event that it is necessary to discharge another employee in order to reinstate an employee returning from an approved leave of absence under Sections 12.1, 12.2 or 12.5 of this Article, such discharge shall follow the seniority principle as expressed in Article 13 and shall not constitute a grievance under the grievance and arbitration provisions of this Agreement. Any employee discharged or laid off pursuant to this Article shall have recall rights under Sections 13.5 and 13.6.

Section 12.7 DC Parental Leave Act. The Employer will adhere to the District of Columbia Parental Leave Act. The Employer will provide an employee who is a parent, guardian, custodian, aunt, uncle, grandparent, or a spouse of any of the aforementioned, with a total of twenty-four (24) hours of leave during any twelve (12) month period to attend or participate in school-related events for his or her child. A school-related event is an activity
sponsored by either a school or an associated organization such as a parent-teacher association. An employee must provide his or her supervisor with at least ten (10) calendar days advance notice prior to the event, unless the need to attend the school-related event could not be reasonably foreseen. Parental leave may be denied if it will result in the disruption of departmental operations. Parental leave is unpaid unless the employee requests annual leave.

Section 12.8 Union Leave. Upon at least thirty (30) days advance written notice, the Employer shall grant an employee’s request for unpaid leave of not more than four (4) months for purposes of service with the Union: provided however, that no more than four (4) employees may take such leave in any calendar year and that the Employer may deny or limit any such leave request if it determines, in its sole discretion, that granting the request would unduly interfere with operational efficiency. An employee who takes Union Leave shall be entitled to be reinstated to his or her original position or to another position if the original position has been abolished, provided that the employee returns to work not more than two (2) months after the start of such leave. An employee on Union Leave will accrue seniority but not any leave, or receive any other benefits (except to any extent provided by law). The Union shall promptly pay the Employer’s share of any benefits provided to any employee during or related to such leave. Upon timely return to work after Union Leave,
the employee shall retain any accrued annual or sick leave as existed at the time the leave began.

Section 12.9 Birthday Leave. One additional day of paid time off is awarded for an employee's birthday once an employee completes a minimum of 10 years of full-time service. This leave is credited annually starting with the birthday after the employee earns a 10-year career milestone, provided that the employee remains in a regular position at the university. Employees must take time off on their birthday or within 10 calendar days before or after their birthday. Birthday time is not compensable upon termination.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1 In the event of a reduction in force resulting in layoff of employees, the Employer shall first lay-off temporary employees working within the job classification affected and, if necessary, probationary employees within the job classification affected. If further reduction is necessary, non-probationary employees shall be laid off from the job classification affected in reverse order of seniority.

Section 13.2 Non-probationary employees who are laid off due to a reduction in force shall be given the opportunity by the Employer to displace the least senior employee in a lower rated job classification within the same occupational group in the Department provided his/her seniority exceeds that of the employee he/she seeks to displace. In no event shall an employee
displace another pursuant to this section unless the Employer determines that such employee is fully capable of performing the work of the employee he/she seeks to displace.

Section 13.3 Except in case of emergency, the Employer shall provide the Union and the affected employee not less than two (2) weeks' notice of any layoff caused by a reduction in force. Except in case of emergency, the Employer shall offer to meet with the Union prior to the date such a layoff occurs to discuss the effect of the layoff on employees. The Employer shall not be required to negotiate with the Union on this issue and nothing in this section shall be deemed to restrict the Employer's management rights.

Section 13.4 An employee whose employment is terminated due to a layoff under this Article and who has at least six (6) months service shall receive two (2) weeks' pay at the time of the termination.

Section 13.5 Any employee laid off pursuant to Section 13.1 of this Article 13 shall be given consideration for transfer to any existing vacancy with the Employer for which he/she possesses the necessary qualifications as determined by the Employer. Employees transferred to another position within the bargaining unit shall retain their seniority.

Section 13.6 Employees who are on layoff shall be recalled to available jobs in their Department in accordance with their seniority in the reverse order from which they were laid off, provided the Employer determines that the employee has the required qualifications and the ability to perform the work. If not, the
next senior qualified employee will be recalled, and so on. The Employer shall send the recall notice by certified mail to the employee’s last known address, with a copy to the Union. Employees who are displacing other employees shall have recall rights to the original job classification from which they were displaced. Employees recalled shall retain their original seniority, if they are recalled within one year. Probationary employees who have been laid off have no recall privileges. Recall rights shall expire twelve (12) months after an employee is laid off.

ARTICLE 14
UNIFORMS

Section 14.1 Where employees are required to wear specified uniforms, the Employer agrees to furnish, launder and clean required uniforms. Employees will receive a minimum of two (2) changes of uniform per week. Employees will have the option of laundering and cleaning required uniforms themselves, without cost to the Employer.

Section 14.2 The Employer agrees to consider the desires of employees by established and related occupational groups with reference to type, material, color and style of uniforms, but the Employer reserves the right to make the final decision. Employees shall wear uniforms provided.
Section 14.3  
(a) The Employer further agrees to furnish foul weather gear and safety boots to employees whose regular work assignments require them to work outside, exposed to inclement weather.

(b) The Employer will select and issue a single pair of boots to each employee on the Housekeeping staff. The employee will be responsible for caring for and maintaining the boots. During the course of the employees' employment with the University, such employees will not be issued replacement boots.

Section 14.4 The Employer further agrees to provide industrial safety gear for those employees whose occupations expose them to elements which necessitate this gear. When safety shoes are required, the Employer will provide each employee required to wear them, the initial pair and not more than one pair per year.

Section 14.5 Upon termination, employees shall return all uniforms to the Employer. Failure to do so will result in a charge by the Employer for the value of such uniform.

Section 14.6 Employees are required to report to work in uniform and may not wear items that are not part of the uniform, except that employees may elect to wear one small union insignia which shall not obscure the Employer's logo or the employee's name. All employees shall wear their uniforms in a manner that is consistent with a professional business environment.

Section 14.7 Employees shall exercise due diligence and care to ensure that uniforms, tools and equipment are not subject to extraordinary wear or abuse, and are not lost. Employees shall be responsible for replacement or repair of uniforms, tools or equipment.
damaged or lost through the employee's carelessness or negligence, and any employee who fails to do so shall be subject to discipline up to and including termination.

Section 14.8 Employees shall not be held responsible for equipment once it has been properly checked in and recorded as having been received.

ARTICLE 15
NONDISCRIMINATION

Section 15.1 Neither the Employer nor the Union shall discriminate against any employee on any basis prohibited by law.

ARTICLE 16
GRIEVANCE AND ARBITRATION

Section 16.1 General. A grievance is defined as a complaint by the Union over an alleged violation of any specific provision of this Agreement that occurs during its term. A grievance shall be in written form, signed and dated by an authorized union representative. No grievance may be filed and no arbitration may be initiated with respect to any verbal warning issued by the Employer.

Section 16.2 Time Limits. "Working days" as used in this Article means Monday through Friday, excluding observed holidays. Unless the parties have agreed in advance in writing to a specific extension of time, any grievance or demand for arbitration which is not filed by the Union at each step within the time limits contained herein is waived and the grievance is deemed to be concluded in accordance with the Employer's decision, and
there shall be no further processing of the grievance or any arbitration thereon. Filing of a grievance or demand for arbitration shall be accomplished by delivery in writing by person or by mail, and if filing is by mail, the date of the official U.S. Postal Service postmark shall be the date of filing.

Section 16.3 Meetings. If the authorized Union representative or the aggrieved employee fails to attend a scheduled grievance meeting without prior notification to the Employer, the grievance shall be deemed concluded in accordance with the Employer's decision and there shall be no further processing of the grievance or any arbitration thereon.

Section 16.4 Steps 1, 2 and 3.

Except as provided in Section 16.4 (d) below, Steps 1, 2 and 3 are as follows:

(a) **Step 1.** A grievance shall be filed at Step 1 with the supervisor within ten (10) working days after the action on which the grievance is based. The parties may agree to hold a meeting at this Step. If the grievance is not settled or denied by the supervisor/manager or his/her designee within ten (10) working days after it is filed at Step 1, the grievance shall be deemed denied at the expiration of such ten (10) working days and the Union may proceed to file the grievance at Step 2 as provided below.

(b) **Step 2.** A grievance shall be filed at Step 2 with the department head within five (5) working days after the grievance is denied at Step 1. A meeting for the purpose of
attempting to resolve the grievance shall be held at this Step. If the grievance is not settled or denied by the department head or his designee within ten (10) working days after it is filed at Step 2, however, the grievance shall be deemed denied at the expiration of such ten (10) working days and the Union may proceed to file the grievance at Step 3 as provided below.

(c) **Step 3.** Within five (5) working days after the grievance is denied at Step 2 a grievance shall be filed at Step 3 with the Senior HR Client Partner. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not settled or denied by the Senior HR Client Partner or his or her designee within ten (10) working days after it is filed at Step 3, however, the grievance shall be deemed denied at the expiration of such ten (10) working days and the Union may proceed to invoke the arbitration procedure as provided in Section 16.5 below.

(d) **Discharges: Discipline Imposed by Department Head.** A grievance which arises from a discharge or from disciplinary action imposed directly by the department head shall start at Step II instead of Step I and shall be filed within ten (10) working days after the action on which the grievance is based. All other provisions of Section 16.4 shall apply.

Section 16.5 (a) **Demand for Arbitration.** A written demand for arbitration shall be filed by the Union with the Senior Client HR Partner within thirty (30) working days after the grievance is denied at Step 3. At the same time, the Union will request the Federal
Mediation and Conciliation Service (with a copy to the Employer) to furnish a list of not less than nine (9) arbitrators. Selection shall be made by the Union and then the Employer representatives alternatively striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

(b) Authority of Arbitrator. The arbitrator shall have no authority to hear and determine any case that has not been processed and submitted to him in accordance with the time and procedural requirements of the Article unless the parties have specifically agreed in writing to a waiver of the particular requirements. The arbitrator's authority and his opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and Employer. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Employer and the Union. The arbitrator shall render a decision as expeditiously as possible, and no later than thirty (30) working days after the close of the hearing, unless otherwise agreed to. The award in writing of the arbitrator within the proper jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee, the Union and the Employer. Before either party files an action in court to enforce or vacate an arbitrator's
award, the parties agree to meet and confer in an attempt to resolve the dispute.

(c) **Expenses.** The Union and the Employer shall each bear its own expenses in any arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted.

**ARTICLE 17**

**SHOP STEWARDS**

Section 17.1 The Union may appoint eight (8) employees as Shop Stewards. One such Shop Steward may be designated as Chief Shop Steward. The Union shall notify the Employer's Senior HR Client Partner in writing of the duly appointed Stewards and their areas of responsibility, and of any changes as they occur.

Section 17.2 A duly appointed Shop Steward or Chief Shop Steward who has been identified to the Employer in accordance with Section 17.1 of this Agreement may, upon application to and permission from his/her supervisor, be excused during working hours to process grievances and matters of concern to employees covered by this Agreement, not to exceed forty-five minutes per pay period.

Section 17.3 When a Chief Steward is excused as provided in Section 17.2 above, the missed time from work up to forty-five minutes per pay period will be with pay. When one of the Regular Shop Stewards is excused as provided in Section 17.2 above, the time missed from work will be without pay.
Notwithstanding the above, if a grievance meeting held at Step 1, 2, or 3 of the grievance procedure under Article 16 is scheduled during a Shop Steward's working hours and the Steward has been excused from work to attend the meeting as a necessary participant, the missed time from work will be without loss of pay regardless of whether the steward is a Chief Shop Steward or a Regular Shop Steward. Time missed from work when excused to participate in an arbitration proceeding under Article 16 shall be on an unpaid basis unless annual leave is requested and approved.

ARTICLE 18
SAFETY CLAUSE

Section 18.1 It is agreed that the Employer shall continue to maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. Safety concerns of the employee should be brought to the attention of the immediate supervisor. No employee shall be disciplined or discharged for refusing to work when the performance of such work would create a real and apparent danger to his/her health as determined by an investigation by the Safety Officer and in line with the application and adherence of safety-health regulations.

Section 18.2 Should an employee be injured at the job site, in the performance of his/her duties and in the absence of misconduct or negligence on his/her part and be unable to continue working
as a result of such injury, such employee shall be paid for the entire day on which the injury occurs.

Section 18.3 Employees are required to follow the safety and health rules and procedures of the Employer. Employees must notify their supervisors immediately in the case of any injury to themselves, any accident, or any incident involving unsafe conditions.

ARTICLE 19
NO STRIKES OR LOCKOUTS

Section 19.1 For the duration of this Agreement and any extension thereof, the Union, its officers, agents, representatives and members, and employees covered by this Agreement, shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slow-down, walk-out, cessation or stoppage of work, boycott, picketing, refusal to cross any picket line, or interference with or interruption of work at any of the Employer's operations, regardless of the cause or nature of the dispute underlying such activity. A violation of this Article by any employee shall constitute cause for discharge; provided that a refusal to cross a picket line will not be grounds for discipline if the employee shows he or she had a reasonable belief, based on the facts, that crossing the line would cause injury to his or her person or property. In addition to any other liability, remedy or right provided by applicable law or statute, should any such strike, sit-down, sit-in, slow-down, walk-out, cessation or stoppage of work, boycott, picketing, refusal to cross a picket...
line, or other interference with or interruption of the operations of the Employer occur, the Union within 24 hours of a request by the Employer shall: (a) publicly disavow such action by the employees; (b) advise the Employer in writing that such action by employees has not been called or sanctioned by the Union; (c) notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately; and (d) post notices on the Union bulletin boards advising that it disapproves of such action.

Section 19.2 In consideration of the agreement by the Union to Section 19.1, the Employer, for the duration of this Agreement and any extension thereof, shall not lock out its employees regardless of the cause or nature of the underlying dispute.

Section 19.3 In the event of an alleged violation of Section 19.1 or Section 19.2 of this Article, the grievance and arbitration procedures of Article 16 shall not be applicable. Instead, the aggrieved party may institute special arbitration proceedings regarding such violation by notice thereof to the other party and to the Federal Mediation and Conciliation Service which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after being appointed, and shall immediately provide notice of the hearing to the Employer and the Union. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either
party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing, and the arbitrator shall not delay said hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as the arbitrator may deem appropriate to promptly terminate such violation, but shall have no authority to impose monetary damages. No opinion shall be required by the arbitrator, but only a written award and order which shall be issued at the hearing, and which shall contain a concise statement of reasons. Such award and order shall be final and binding on the Employer and the Union, and may be immediately confirmed and specifically enforced by the United States District Court for the District of Columbia, if it has jurisdiction (otherwise by any court of competent jurisdiction) upon the motion, application or petition of the aggrieved party.

ARTICLE 20
SUSPENSION AND DISCHARGE

Section 20.1 The Employer shall not discharge or suspend any employee without just cause. The discipline process in cases which do not involve misconduct of a serious nature shall be as follows:

Verbal Warning
First Written Warning
Second Written Warning
Suspension
Discharge

The elements of the discipline process may be for the same or different types of conduct. For misconduct of a serious nature, no written warning or other form of discipline need be given prior to a suspension or prior to a discharge; provided that in the first case of misconduct of a serious nature described in subparts (2) or (5) of Section 20.2 where there is no other type of misconduct of a serious nature by the employee at the same time, (for this purpose, sleeping on the job at the same time will not be considered as another type of misconduct of a serious nature) and where there has been no prior misconduct of a serious nature within either subpart (2) or (5) by the employee, the discipline for such first offense may be suspension instead of termination if the employee elects to promptly enroll in and complete a treatment program acceptable to the employee and the Employer at no cost to the Employer. If the employee fails to produce to the Employer satisfactory documentary proof of prompt enrollment in and completion of the program, the discipline may be converted to a discharge. This proviso does not prevent the Employer from discharging an employee for any incident of misconduct of a serious nature of any type (including misconduct described in subparts (2) or (5) of Section 20.2) during the treatment program. The Employer will make a good faith effort to impose discipline within 14 days after it becomes
known to management that discipline is appropriate for a specific incident.

Section 20.2 For purposes of illustration, the parties agree that the following are examples of misconduct of a serious nature:

(1) Dishonesty—which shall include theft, falsification of any Employer record or report, or altering of timecards or timesheet.

(2) Drinking—which shall include drinking an alcoholic beverage during working hours (including mealtime) or being impaired by or under the influence of alcohol when reporting to work or during working hours (including mealtime).

(3) Fighting during working hours, in uniform or on Employer property.

(4) Any violation of Article 19 ("No Strikes or Lockouts").

(5) Unauthorized transportation, possession or use of, or being impaired by or under the influence of marijuana, phencyclidine (PCP), narcotic drug, amphetamine, a form of amphetamine or derivative of a narcotic drug, or any controlled substance, during working hours (including mealtime) or on Employer property.

(6) Misusing, destroying, or damaging Employer property.

(7) Excessive absenteeism.

(8) Unauthorized transportation, possession or use of a firearm.

(9) Insubordination.

(10) Sleeping on the job.
(11) Conduct that threatens the safety or well-being of another person.
(12) Three absences without approved leave (AWOL). (Individual AWOL incidents may result in separate discipline as part of the progressive discipline process.) AWOL is defined as absence from work without approved leave. Failure to report to work at the start of a shift will not be considered an AWOL if the employee reports within one hour of the scheduled shift start time.

Section 20.3 For purposes of this Agreement, being under the influence of alcohol is defined as having blood which contains greater than 75 milligrams per deciliter of ethanol. For purposes of this Agreement, an individual will be presumed to have been drinking an alcoholic beverage during working hours (including mealtime) if his/her blood ethanol level is greater than: (1) 75 milligrams per deciliter if the employee has been at work less than 2 hours; (2) 50 milligrams per deciliter if the employee has been at work for two hours but less than four hours; (3) 25 milligrams per deciliter if the employee has been at work for four hours or more.

Section 20.4 When the Employer has good reason to believe that an employee may be impaired by or under the influence of alcohol or any substance described in Section 20.2(5) (hereinafter referred to as "drugs"), the Employer can require submission to a test for the presence of alcohol or drugs. Any test for alcohol or drugs must be administered by a person qualified to conduct the test and
evaluate the results of the test. It is specifically understood that the Union reserves the right to contest the qualifications of the person administering the test and the burden of proof rests with the Employer to demonstrate that the person administering the test was, in fact, qualified. In the event an employee refuses to take such a test or to release the results thereof to the Employer, this refusal shall be prima facie evidence of being under the influence.

Section 20.5 In the event of a suspension or a discharge, the Employer shall provide the employee with a written notification. Reason(s) for the suspension or discharge will be included in the written notification. The Employer will notify the Union of the action by providing a copy of the employee's written notification within three (3) working days of the notification to the employee. The Employer may suspend an employee without pay pending any investigation of actions it believes may result in discipline; provided, however, that absent unusual circumstances, such a suspension pending investigation will not exceed ten days.

Section 20.6 Upon discharge, an employee will be paid all money due him/her by close of business the next working day.

Section 20.7 The Employer recognizes the employee's right to request the presence of a Union steward during an investigatory interview by the Employer which may result in discipline. An employee also may request that a shop steward be present during a meeting in which discipline is formally imposed and, absent unusual circumstances, such a meeting may be delayed for not
more than thirty (30) minutes if necessary to call in a shop steward.

ARTICLE 21
SENIORITY CLAUSE

Section 21.1 In recognition of the principle of seniority for employees under this Agreement, the Employer agrees that when qualifications of applicants such as ability, training, skills and other relevant job requirements are considered equal by the Employer, preference shall be given to the employee applicant with the greatest seniority in selection for vacant positions covered by this Agreement. Seniority shall apply in layoffs and recalls as provided in Article 13.

Section 21.2 Seniority is defined as the length of time an employee has been continuously employed in positions covered by this Agreement. An employee's seniority shall be terminated and his rights under this Agreement forfeited for the following reasons:

(a) Discharge for cause, quit, resignation or retirement;
(b) Willfully exceeding an authorized leave of absence;
(c) Job abandonment, which is defined as absence for three (3) consecutive scheduled work days without notifying the Employer as soon as possible during said absence of the reason therefor, unless prevented from doing so by an illness or accident;
(d) Layoff in excess or twelve (12) consecutive months or a period exceeding the length of the employee's seniority, whichever is less:

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(e) Transfer to a position not covered by this Agreement; provided that if within twelve (12) months of a transfer to a position not covered by this agreement, the employee leaves such position and is again employed on a position covered by this Agreement, the employee will be restored to the seniority level he or she had prior to the transfer.

ARTICLE 22
UNION - MANAGEMENT CONFERENCES

Section 22.1 Purpose. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the employees and management when requested by either party, but meetings shall not be held more frequently than bimonthly. Such meetings shall be referred to as "Union-Management Conferences." Problems of mutual concern, including conditions tending to cause misunderstandings, shall be considered and recommendations may be made to either the Employer or the Union, by the persons present at any conference. Such meetings shall be exclusive of the Grievance Procedure provided for by Article 16, and grievances shall not be considered at such meetings; nor shall negotiations for the purposes of altering the terms of this Agreement be held at such meetings. A party who requests a Union-Management Conference shall present the other party with a proposed agenda for the conference at the time the request is made.
Section 22.2 **Representatives.** The Employer representatives at the Union-Management Conference shall consist of the Director of Employee Relations and other members of the Employer's management staff not to exceed seven (7) in number. The representatives of the Union, not to exceed seven (7) in number, shall consist of Union officials and Stewards and employees invited by the Union who have been properly excused from their job duties. If the Union and Employer so agree, other persons may attend a Union-Management Conference. The Union and the Employer shall exchange lists of the names and positions of the persons who will attend the conference no later than one (1) week prior to the conference.

Section 22.3 **Meetings.** The time, date and place of the meetings shall be agreed upon by the parties. When such meetings are scheduled during his or her working hours, a Union Steward or official who is an employee of the Employer shall not lose pay for time spent attending such meetings. Any other employee invited by the Union shall be in unpaid status.

Section 22.4 **Minutes.** A representative of the Employer shall keep minutes of each conference and distribute copies of the minutes within seven (7) working days to all persons who were present.

**ARTICLE 23**

**UNION ANNOUNCEMENTS & CONFERENCES**

Section 23.1 The Employer shall permit the Union to post announcements of meetings and functions on bulletin boards to be provided by the Employer, and placed in convenient positions to be designated
and provided by the Employer. It is further agreed that conferences held between Union representatives and the employees shall not be held during the employees' working times; and if held on the premises, said conferences must be within a place arranged for with the management through advance notification to the Senior HR Client Partner.

**ARTICLE 24**

**CLASSIFICATIONS**

Section 24.1 Current classification descriptions for those classifications covered by this Agreement will be made available to employees by the Employer for inspection. Duties described by these descriptions will be examples of typical tasks expected of those employees who fill these positions. They are not meant to be all-inclusive or to preclude the incumbent from performing other related duties as assigned. Nor are they intended to preclude the assignment of unrelated duties when unforeseen events occur which prevent the normal operational schedule from being followed. When any classification description is changed, the Employer will furnish a copy to the Union.

**ARTICLE 25**

**EMPLOYEE BENEFIT PROGRAM**

Section 25.1 Employees shall have the opportunity to participate in the following Employer Benefit Programs, according to the terms and conditions thereof as in effect from time to time:

Medical Insurance
Prescription Coverage
Dental Insurance
Vision Insurance
Disability Insurance
Life and Accidental Death and Dismemberment Insurance
Retirement Plan
Educational Benefits

Any changes in the above programs shall apply to employees covered by this Agreement. The provisions and the administration of the above plans shall be in conformance with the Employer policy and the grievance and arbitration provisions of this Agreement shall not apply.

Section 25.2

(a) Effective for the period January 1, 2014 through December 31, 2014, the Employer will make supplemental contributions to reduce employee-paid medical insurance premiums, as follows:

(1) Employees enrolled in the premium paying individual medical insurance plans offered by the Employer (i.e., UHC Choice Premium (In-network only) and UHC Choice Plus Medium, but not UHC Choice Plus-Basic) -- $35 per month.

(2) Employees enrolled in the premium paying individual plus one or individual + child(ren) medical insurance plans offered by the Employer (i.e., UHC Choice Premium (In-network only) and UHC Choice Plus-
Medium, but not UHC Choice Plus-Basic) -- $70 per month; and

(3) Employees enrolled in the premium paying family medical insurance plans offered by the Employer (i.e., UHC Choice-Premium (In-network only) and UHC Choice Plus-Medium, but not UHC Choice Plus-Basic) -- $90 per month.

(4) Employees enrolled in the premium paying individual medical insurance plan offered by the Employer (i.e., UHC Choice Plus-Basic, but not UHC Choice - Premium (In-network only) and UHC Choice Plus-Medium) -- $50 per month.

(5) Employees enrolled in the premium paying individual plus one or individual + child(ren) medical insurance plans offered by the Employer (i.e. UHC Choice Plus-Basic, but not UHC Choice - Premium (In-network only) and UHC Choice Plus-Medium) -- $85 per month; and

(6) Employees enrolled in the premium paying family medical insurance plans offered by the Employer (i.e. UHC Choice Plus-Basic, but not UHC Choice - Premium (In-network only) and UHC Choice Plus-Medium) -- $115 per month.

(b) The supplemental contributions described in Section 25.2(a) will end on December 31, 2014, unless otherwise agreed in writing by the Employer.
ARTICLE 26
PERSONNEL FOLDERS

Section 26.1 It shall be the responsibility of every employee to keep the Employer informed of his/her current address and telephone number. Employer notification to an employee shall be sufficient if made personally, by written memorandum, by mail, or telegram addressed to the employee's last known address as shown on the personnel record maintained by the Employer, or where appropriate, by the employee; provided that when an employee is recalled from a layoff, notification will be by registered or certified mail.

Section 26.2 An employee shall have the right, upon reasonable notice and during normal business hours at a time not interfering with normal operations and not conflicting with the employee's work assignment, to review his/her personnel file in the Human Resource Services Department in the presence of a representative of that Department as designated by the Employer. The employee may request that a Union representative be present during such review.

Section 26.3 If, after receipt of a notice of warning, an employee receives no other disciplinary action for any reason for two (2) years, the notice of warning will not be used by the Employer in imposing any future disciplinary action, and, upon request, will be removed from the employee's official personnel folder. If, after receipt of a notice of suspension, an employee receives no other disciplinary action for any reason for two (2) years, the notice of
suspension will not be used by the Employer in imposing any future disciplinary action, and, upon request, will be removed from the employee's official personnel folder. If, after receipt of an AWOL, an employee receives no other AWOL or disciplinary action for any reason for four (4) years, the AWOL will not be used by the Employer in imposing any future disciplinary action, and, upon request, will be removed from the employee's official personnel folder.

ARTICLE 27
TRAINING

Section 27.1 It is agreed by the Employer and the Union that a program for training employees, to increase their knowledge and skills in their occupational specialties, may be of mutual benefit to management and the employees. Accordingly, the Employer agrees to make a continuing effort, to the extent permitted by program needs and budgetary availability, to provide training of existing employees who wish to improve the level of their qualifications. Training may be given on the job or in formal classroom sessions by supervisors, senior employees or other qualified instructors. The Employer shall provide training on safety and other topics selected by the Employer at least quarterly for employees during their regularly scheduled work hours without loss of pay.

Section 27.2 The Employer agrees to advise the Union concerning the content of training plans and similar matters related to training, and to advise employees of training programs available, and to
encourage employees to take advantage of training and educational opportunities which will improve the skills and qualifications needed by them for advancement.

ARTICLE 28
VACANCIES/BACKGROUND CHECKS

Section 28.1 The Employer will post job vacancies in its Human Resource Services Department in the same format used generally for other University positions (e.g., paper copy listings and web postings). The Employer will also undertake good faith efforts to post paper copies of job vacancies in multiple (approximately 8-10) locations where employees clock in and out. A job vacancy is defined as a permanently vacant position in a job classification covered by this Agreement. Job postings shall include at least the following information: job title, department, work week and hours of work. Absent unusual circumstances, vacancies will be posted for a minimum of eight (8) working days before being filled. The University will continue to make efforts to notify staff of openings via email correspondence and bulletin board postings. Employees are encouraged to check GW email accounts for receipt of communications regarding job openings.

Section 28.2 The Employer shall be free to conduct background checks on:

(a) individuals who are not employed in the bargaining unit who
apply for positions within the bargaining unit; (b) employees covered by this Agreement who apply for positions outside the bargaining unit; and (c) employees covered by this Agreement when the Employer has a reasonable suspicion that the employee has engaged in work-related criminal conduct.

Section 28.3 The Employer shall also be free to conduct background checks on employees who apply for promotions to positions of Crew Leader, Landscape Gardener/Equipment Operator, Small Engine/Maintenance Mechanic, Equipment/Vehicle Mechanic or any subsequently-created positions within the bargaining unit. Except as provided in Section 5 below, the Employer will not conduct a credit check on employees who apply for promotions within the bargaining unit unless, after first conducting a criminal record check, the Employer determines that a credit check is appropriate in the circumstances. For purposes of this section a "promotion" would not include advancement to a Senior Service Worker position or any reassignment that does not involve a change of title.

Section 28.4 The Employer will treat the results of background checks as confidential. In normal circumstances, information obtained through any background check will be available only to the
human resources personnel, counsel, and senior management, and will not be provided to an employee's direct supervisor.

Section 28.5 The Employer will be permitted to conduct credit checks on applicants for any newly-created or restructured position that regularly involves responsibility for financial matters (e.g. handling cash, checks, credit cards or other financial instruments) (a "financial position"). Negative credit information obtained through a background check may not be used as the sole reason for disqualifying an employee for any position other than a financial position as defined in this Section.

Section 28.6 The Employer's current standard practice on background checks provides for checks going back seven (7) years. In the event the Employer changes this standard seven (7) year practice with regard to employees outside the bargaining unit, the change will be applied to employees within the bargaining unit.

ARTICLE 29
MANAGEMENT RIGHTS

Section 29.1 All management functions, rights and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. More specifically, without limiting the generality of the foregoing, the Employer retains the exclusive
right to direct and schedule the working force; to plan, direct and control operations; to establish, reorganize, combine or discontinue operations; to hire, promote, transfer, lay-off and recall employees to work; to determine the number of employees and the duties to be performed; to establish, add to, reduce, combine or discontinue job classifications; to reprimand, suspend, discharge or otherwise discipline employees for cause; to introduce new or improved methods, equipment and facilities; to make and change Employer rules, regulations, policies and practices not inconsistent with the terms of this Agreement; and otherwise generally to manage the facilities of the Employer so as to attain and maintain full operating efficiency.

Section 29.2 The Union agrees to cooperate with the Employer to attain and maintain full efficiency in its operation and the Employer agrees to receive from the Union constructive suggestions, which the Employer shall consider in its sole discretion.

Section 29.3 The Employer in exercising its management functions may subcontract any bargaining unit work so long as it does not result in a lay-off or termination of any employee in the bargaining unit at the time of subcontracting, and so long as the seniority and rate of pay of any employee transferred to employment with the subcontractor as a result of such subcontracting is retained. The Employer may in its discretion elect to reassign any employee to another University position rather than arranging to have such individual become an
employee of the subcontractor, so long as the seniority and rate of pay of any such individual is retained.

ARTICLE 30
CONFORMITY TO LAW – SAVINGS CLAUSE

Section 30.1 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 31
EFFECTIVE DATE AND DURATION

Section 31.1 Term of Agreement. This Agreement shall become effective as of January 1, 2014 and shall continue in full force and effect through and including December 31, 2016.

Section 31.2 Finality. The parties acknowledge that during the negotiations which resulted in this Agreement each had the right and opportunity to make demands and proposals with respect to any subject within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration contain the complete and total
contract between the Employer and the Union with respect to rates of pay, wages, hours of work and other conditions of employment. It is further agreed that this Agreement can only be added to, detracted from, altered, amended or modified by a document in writing, signed on, behalf of the parties hereto by their duly authorized officers and representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by signatures of their duly authorized representatives.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ

BY:

THE GEORGE WASHINGTON UNIVERSITY

BY:

2/31/2014

3/10/14
EXHIBIT 2

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The minimum rates shall apply
MODIFICATION AGREEMENT

This Modification Agreement (the "Agreement") is entered into by and between the Service Employees International Union ("SEIU"), Local 32BJ (the "Union"), and the George Washington University (the "Employer").

WHEREAS, the Union and the Employer are parties to a Collective Bargaining Agreement (the "CBA") effective January 1, 2014; and

WHEREAS, pursuant to Section 6.1(b) of the CBA the Union and the Employer engaged in reopener negotiations with respect to wage rates and benefits for the period January 1, 2015 through December 31, 2015; and

WHEREAS, the Union and the Employer reached agreement during the reopener negotiations concerning certain changes to the CBA and wish to confirm their agreement through this Modification Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree to modify the CBA as follows:

1. Effective in the pay period that begins December 21, 2014, employees on the payroll as of that date shall receive a pay increase of twenty-five cents to their present straight-time hourly rate, as set forth in Exhibit 1.

2. Section 6.5 of the CBA is hereby revised to add:

   Employees who are rated "Valued Performer," "Exceptional" or "Role Model" on the annual performance review completed in the fall of 2014 shall receive an additional increase to their straight-time hourly rates, effective December 21, 2014, as follows:

   (1) Role Model - 0.35¢
   (2) Exceptional - 0.30¢
   (3) Valued Performer - 0.25¢
3. Existing Section 25.2(a) of the CBA shall be amended as of January 1, 2015 as follows:

a. Effective for the period January 1, 2015 through December 31, 2015, the Employer will make supplemental contributions to reduce employee-paid medical insurance premiums, as follows:

   (1) Employees enrolled in the UHC Choice Plus Medium individual medical insurance plan offered by the Employer -- $41 per month.

   (2) Employees enrolled in the UHC Choice Plus Medium individual + spouse/partner medical insurance plan offered by the Employer -- $76 per month.

   (3) Employees enrolled in the UHC Choice Plus Medium individual + child(ren) medical insurance plan offered by the Employer -- $76 per month.

   (4) Employees enrolled in the UHC Choice Plus Medium family medical insurance plan offered by the Employer -- $96 per month.

   (5) Employees enrolled in the UHC Choice Plus - Basic individual medical insurance plan offered by the Employer -- $56 per month.

   (6) Employees enrolled in the UHC Choice Plus - Basic individual + spouse/partner medical insurance plan offered by the Employer -- $91 per month.

   (7) Employees enrolled in the UHC Choice Plus - Basic individual + child(ren) medical insurance plan offered by the Employer -- $91 per month.

   (6) Employees enrolled in the UHC Choice Plus - Basic family medical insurance plan offered by the Employer -- $121 per month.

   (7) Individuals enrolled in the Choice Plus High Deductible individual insurance plan offered by the Employer -- $41 per month.

   (8) Individuals enrolled in the Choice Plus High Deductible individual + spouse/partner insurance plan offered by the Employer -- $76 per month.

   (9) Individuals enrolled in the Choice Plus High Deductible individual + child(ren) insurance plan offered by the Employer -- $76 per month.

   (10) Individuals enrolled in the Choice Plus High Deductible family insurance plan offered by the Employer -- $96 per month.
4. Existing Section 25.2(b) of the CBA shall be amended as of January 1, 2015, as
follows:

The supplemental contributions described in Section 25.2(a) will end on
December 31, 2015, unless otherwise agreed in writing by the Employer.

SERVICE EMPLOYEES INTERNATIONAL
UNION ("SEIU") LOCAL 32BJ

By ____________________________
Title: Representative
Date: 12/18/14

THE GEORGE WASHINGTON
UNIVERSITY

By ____________________________
Title: __________________________
Date: 2/24/2015
**EXHIBIT 1**

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The minimum rates shall apply.