COOPERATION AGREEMENT

between

The Washington University

and

Service Employees International Union, Local 1

SEIU, Local 1 desires to represent certain faculty at Washington University, and Washington University wishes to ensure that the issue of union representation is decided without undue disruption to its mission of educating students and in accordance with existing federal labor laws and procedures.

SEIU, Local 1 and Washington University have agreed on the following process and terms to ensure a fair, expeditious and cooperative process for determining whether a majority of faculty in the unit described below desire to be represented by SEIU, Local 1 for purposes of collective bargaining.

1. SEIU, Local 1 agrees to withdraw petition 14-RC-139451 without prejudice to refiling a future petition.

2. The unit SEIU, Local 1 will seek to organize and file a petition regarding is defined as follows:

   Included: All part-time non-tenured, non-tenure track and non-research track faculty who teach at least one credit bearing course (including lab instruction, independent study instruction, and co-teaching) in a degree-granting undergraduate program on the Danforth Campus in the following Schools: School of Arts & Sciences, Sam Fox School of Design and Visual Arts, and School of Engineering and Applied Science.

   Excluded: All full-time faculty; faculty who have another position at the University that qualifies them for full-time status with the University; tenured, tenure track and research track faculty; deans, provosts, administrators, department chairs; faculty who also serve in a supervisory, managerial or confidential role; faculty who teach only online courses; faculty who teach only courses away from the Danforth Campus; faculty who teach only courses as a field supervisor; faculty who teach courses in a non-degree granting program; faculty who teach at the School of Business, School of Law, School of Social Work and/or School of Medicine; graduate students; graduate assistants; athletic coaches; all other employees, managers, confidential employees, office clerical employees, professional employees, guards and supervisors as defined in the Act.
3. Faculty eligible to vote would be those falling within the unit description above who are teaching or have taught at least one credit bearing course during the Fall 2014, Summer 2014 or Spring 2014 semesters.

4. Washington University will provide SEIU Local 1 a list of those who meet the unit description and eligibility formula above as soon as possible with a target date of 5 p.m. Central, Wednesday, November 12, 2014, but no later than by 5 p.m. Central, Friday, November 14, 2014 so that SEIU, Local 1 can determine when and if it has the requisite showing of interest to proceed to an election, and if not, attempt to obtain the requisite showing of interest.

5. SEIU Local 1 and Washington University agree that should the SEIU Local 1 not file a petition until the start of the Spring 2015 semester, then the eligibility formula will need to be adjusted to Spring 2015, Fall 2014 and Summer 2014.

6. SEIU, Local 1 will provide Washington University with advance notice of at least three business days before refiling the petition. Notice shall be provided to Hank Webber, Joe Sklansky and J.P. Hasman. Washington University will provide the eligibility list to the NLRB on the day the petition is filed, or the next business day, to allow the NLRB to verify the showing of interest.

7. SEIU, Local 1 and Washington University will enter into a stipulated election agreement setting forth the unit and eligibility formula set forth herein and providing for a mail ballot election in accordance with standard NLRB procedures.

8. SEIU, Local 1 and Washington University will cooperate in issuing a joint statement regarding this cooperation agreement. Nothing will issue until both parties have agreed to the language in the statement.

9. SEIU, Local 1 and Washington University will work cooperatively to ensure the election does not interfere with classroom instruction or disrupt faculty time with students.

10. SEIU, Local 1 agrees not to seek or encourage student, political or other activism on campus or in the media regarding this campaign. SEIU, Local 1 and Washington University agree to work cooperatively to limit any disruptions on campus (including, but not limited to, pickets, sit-ins, walk-outs) related to the campaign and to work together regarding SEIU, Local 1 access to the Danforth campus for organizing purposes in accordance with University policies and practices.

11. SEIU, Local 1 and Washington University agree to refrain from any negative communications about the other party.

12. SEIU, Local 1 agrees to speak positively about Washington University's participation in the campaign process.
13. Washington University will communicate facts to eligible faculty about subjects such as collective bargaining and the election process but will be objective and informative in any such communications. With respect to dues, Washington University will only communicate that unions seek to collect dues from their members and those it represents but will not state what those amounts are, how often they might be collected or how much they might increase over time, or what they would be used for.

14. Washington University agrees not to take a position on how eligible faculty should vote.

This agreement does not impact the right of either party to raise objections or challenges regarding the conduct of any future NLRB-supervised election conducted for the unit described above.

The parties have read and agreed upon the three pages and 14 numbered paragraphs and agree to be bound to these for a period of six (6) months or until a Certification of Results or Certification of Representatives is issued by NLRB Region 14 regarding the unit described above, whichever comes first. The individuals signing below certify and attest that they have authority to bind the entity listed next to their signature.

For Washington University: [Signature]
Date: 11-4-14

For SEIU, Local 1: [Signature]
Date: 11-6-14