

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO 2016-_____**

SUBJECT: Approval of the Collective Bargaining Agreement between the University of the District of Columbia and the Service Employees International Union (SEIU) Local 500, CtW

WHEREAS, District of Columbia law (D.C. Official Code §1-617.15(a)) provides for the Board of Trustees of the University of the District of Columbia to approve collective bargaining agreements for the University; and

WHEREAS, the University of the District of Columbia administration and the Service Employees International Union (SEIU) Local 500, CtW have negotiated a new collective bargaining agreement designed to cover terms and conditions of employment for members of the bargaining unit (“Collective Bargaining Agreement”); and

WHEREAS, SEIU membership ratified the Collective Bargaining Agreement on July 15, 2016; and

WHEREAS, the Board of Trustees has reviewed the proposed agreement and considers that it represents a fair and reasonable resolution of both bargaining unit employee rights and management prerogatives; and

WHEREAS, the Board of Trustees, having consulted with the President of the University and his negotiating team, finds that it is in the best interest of the University that the proposed agreement be ratified as the Collective Bargaining Agreement between the University of the District of Columbia and SEIU.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees hereby accepts the recommendation of the President and hereby ratifies the Collective Bargaining Agreement between the University of the District of Columbia and SEIU.

Submitted by the Operations Committee:

July 20, 2016

Ratified by the Board of Trustees:

July 26, 2016

Elaine A. Crider
Chairperson of the Board



FISCAL IMPACT STATEMENT

TO: The Board of Trustees

FROM: Managing Director of Finance *David L. Franklin*

DATE: July 14, 2016

SUBJECT: Collective Bargaining Agreement between UDC and SEIU

Conclusion

It is concluded that there is a fiscal impact of approximately \$ 244,483 associated with the approval of the Collective Bargaining Agreement (CBA) between the University of the District of Columbia (UDC) and the Service Employees International Union (SEIU) Local 500, CtW. SEIU is a newly formed bargaining unit consisting of adjunct faculty and this agreement marks its first with the University. The fiscal provisions enumerated in the CBA for 2017-2018 shall be included in the University's appropriations for the period specified, whereas adjustments to the 2016-2017 pay rate structure included in the CBA have been identified in the University FY2016 budget.

Background

Pursuant to D.C. Code § 1-617.15, the Board of Trustees has the authority to approve collective bargaining agreements on behalf of the University. UDC's administration and SEIU Local 500, CtW, have negotiated its first collective bargaining agreement designed to cover terms and conditions of employment for members of the bargaining unit. The CBA explicitly excludes all other employees in positions within other collective bargaining units, as well as specified staff, consistent with the scope of the bargaining unit as certified by the D.C. Public Employee Relations Board.

The Collective Bargaining Agreement covers such areas as compensation as well as other terms and conditions of employment. UDC and SEIU have agreed to pay increases, a process for annual orientation, the creation of a Labor-Management Committee, a Grievance-Arbitration Procedure, Union rights and security, development of evaluation processes, and a new schedule for adjunct faculty pay, among other provisions. In addition, UDC and SEIU have agreed to strive to create a culture of transparency and communication between the parties.

The proposed resolution is for the approval of the CBA between the University of the District of Columbia and SEIU by the Board of Trustees upon the recommendation of the President.

Financial Impact

Enumerated below are the projected costs associated with the Collective Bargaining Agreement between UDC & SEIU for the 2016 - 2017 and 2017- 2018 calendar years, respectively.

The first table shows approximate costs associated with current adjunct faculty. Because of the temporary nature of adjunct faculty appointments, projections are based in large part on the prior year's adjunct faculty.

Period	Total Adjunct Credit Hours Taught	Salaries	Benefits (7.65%)	Total Cost	Average Cost Per Credit Hour (Total Cost/Credit Hour Taught)
Fall 2015	1,402	909,860	77,588	987,448	704
Spring 2016	1,429	2,463,426	193,531	2,656,958	1,859
Summer 2015 (Proxy for Summer 2016)	729	576,066	50,562	626,628	859
Totals (Approximated for AY'15-16)	3,560	3,949,352	321,682	4,271,035	1,199

Following are the costs associated with the pay adjustments in FY'2016-17 and FY'2017-18, respectively. It should be noted that the minimum rate of \$950 per credit hour is effective FY'2016-17, and falls within the budget threshold and, as such, should not have a significant impact on UDC's budget. It should be noted that the tables below assumes that all existing adjunct faculty are appointed in the following year, entitling them to an increase of \$67/hr. pursuant to the CBA, and a 2.5% increase per credit hour in the subsequent fiscal year.

Period	Total Adjunct Credit Hours Taught	Increase to Hourly Rate	Increase from FY16
FY2016-17	3560	\$67.00	\$238,520

Period	FY17 Increase	Increase per Credit Hour	Increase from FY17
FY 2017 - 18	\$238,520	2.50%	\$5,963

This request has been approved based on the information provided. Future annualized funding for the remaining years of this agreement will be subject to availability and earmarked as part of the budget development process.

Risk Assumptions

Risk assumption includes an acknowledgement that the inability to fund the cost of the agreement may impact adjunct faculty morale, retention, course cancellation, course development, future pay increases and bargaining unit recognition.

INTEROFFICE MEMORANDUM

TO: BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
RONALD F. MASON, JR., PRESIDENT

FROM: KAREN M. HARDWICK, GENERAL COUNSEL *KMH/SR*

SUBJECT: LEGAL SUFFICIENCY REVIEW OF COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE UNIVERSITY OF THE DISTRICT OF COLUMBIA AND THE SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CTW

DATE: JULY 6, 2016

This memorandum provides a legal sufficiency review of the negotiated collective bargaining agreement (“Collective Bargaining Agreement”) between the University of the District of Columbia (“University”) and the Service Employees International Union, Local 500, CtW (“SEIU”). The SEIU is a newly formed bargaining unit consisting of adjunct faculty, and the attached agreement is the first agreement under which the University and SEIU will operate. The Collective Bargaining Agreement is the result of extensive negotiations between the University and SEIU. SEIU membership is expected to ratify the Collective Bargaining Agreement before the Operations Committee and the Board of Trustees take the agreement up for consideration.

The Collective Bargaining Agreement covers compensation and other terms and conditions of employment. The University and SEIU agreed to pay increases, a process for annual orientation, the creation of a Labor-Management Committee, a Grievance-Arbitration Procedure, Union rights and security, a statement of management rights including the University’s sole discretion to hire, and a new schedule for payment of adjunct faculty. Additionally, the University and SEIU agreed to efforts to improve transparency and communication between the parties, as well as operational efficiencies.

The Collective Bargaining Agreement as negotiated has been reviewed and determined to be legally sufficient. If SEIU ratifies the agreement, it is recommended that the Collective Bargaining Agreement be ratified by the Board of Trustees.

Pursuant to DC Code §§1-617.17(i) and (j), the Collective Bargaining Agreement will not be final and fully effective unless and until the agreement is:

1. ratified by SEIU,
2. ratified by the Board of Trustees,
3. submitted to the Mayor along with draft documents for the Mayor including a supporting letter addressed to Council, funding certification, and a draft Council resolution,
4. submitted by the Mayor to Council within 60 days of when the parties reach agreement with an appropriate funding certification, and
5. accepted by the Council prior to the 30th calendar day OR deemed approved because it has been pending before Council for 30 calendar days (excluding Council recess).

If there are any questions regarding this matter, please feel free to contact me at 202.274.5604.

INTEROFFICE MEMORANDUM

TO: BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
RONALD F. MASON, JR., PRESIDENT

FROM: KAREN M. HARDWICK, GENERAL COUNSEL *KMH/SR*

SUBJECT: MATERIAL TERMS OF COLLECTIVE BARGAINING AGREEMENT BETWEEN
UNIVERSITY OF THE DISTRICT OF COLUMBIA AND THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 500 CTW

DATE: JULY 6, 2016

The University of the District of Columbia ("University") and the Service Employees International Union, Local 500 CtW ("SEIU") seek to enter into a collective bargaining agreement ("Collective Bargaining Agreement"), which will be effective through July 31, 2018. The Collective Bargaining Agreement is the result of extensive negotiations between the University and SEIU. SEIU is expected to ratify the Collective Bargaining Agreement before the Operations Committee and the full Board of Trustees take up the agreement for consideration.

Following is a list of material terms in the Collective Bargaining Agreement negotiated and agreed upon by the University and SEIU:

NON-COMPENSATION

- SEIU Membership- includes part time faculty, and excludes: all other employees, including all employees in positions within other collective bargaining units; all full time faculty; all employees of the David A. Clarke School of Law including adjunct faculty of the law school; visiting faculty, full time employees, graduate students, lab assistants, graduate assistants, teaching associates, clinical fellows, teaching fellows, teaching assistants, research assistants, librarians, registrars, volunteers, and degree seeking students of the University including those with adjunct appointments, administrators and other employees whose primary position is not teaching but may have teaching responsibilities and may be classified by the University as adjuncts when they teach, office clerical employees, guards, and security personnel, managerial and supervisory employees.
- Right to Hire- Each adjunct faculty member is hired solely for a semester. The University shall exclusively determine whether to hire a person as an adjunct faculty member without regard to whether that adjunct faculty member had been previously employed as an adjunct faculty member in any capacity with the University. This right to hire shall be exclusive to the University and not subject to the grievance procedure.
- Access to Services – Adjunct faculty members shall receive an orientation necessary to perform their jobs. Colleges, Schools, Departments, and Divisions shall hold annual orientations for existing adjunct faculty to update them on policies and procedures.

- Labor Management Committee – The committee shall consider and make recommendations on matters of general importance to the adjunct faculty and/or UDC. It will consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.
- Professional Development Fund – The University shall consult with the Union regarding the establishment of a University wide professional development fund. Adjunct faculty shall have access to such fund in the same manner as full time faculty.
- Grievance-Arbitration Procedure
 - Process for grievances:
 - Department Chair, Program Director, or Division Chair
 - Dean of the College or School
 - Vice President of Human Resources
 - Arbitration
- Union Rights and Security – detailing, among other items, union activity rights, SEIU office space, meeting space, SEIU dues processes.

COMPENSATION

- Payday – Adjunct faculty shall be paid once a month during the Fall and Spring semesters and biweekly during the Summer sessions.
- Effective with the 2016-2017 fiscal year, the minimum rate shall be \$950 per credit hour.
- Effective with the 2016-2017 fiscal year, current adjunct faculty members shall receive a minimum increase of \$67 per credit hour above their current rate of compensation for all courses taught.
- Effective with the 2017-2018 fiscal year, there will be a 2.5% increase above minimum rates.

* * *

The terms of the Collective Bargaining Agreement have been fully negotiated and are consistent with the summary above. The Collective Bargaining Agreement is available for review upon request.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 500, CtW

**Agreement Subject to Ratification by Board of Trustees and
Approval by the Council of the District of Columbia and Mayor**

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Agreement

This Agreement is entered into this ____ day of _____, 2016 by and between The University of the District of Columbia (hereinafter referred to as “UDC”, the “University”, or the “Employer”) and Service Employees International Union Local 500, CtW (hereinafter referred to as the “Union”).

Article 1 – Recognition and Bargaining Unit Description

- A. Pursuant to the Certification of Representative issued by the Government of the District of Columbia Public Employees Board, PERB Case No. 13-RC-06, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all adjunct faculty paid by the course, employed by the University of the District of Columbia.
- B. Excluding: all other employees, including all employees in positions within other collective bargaining units; all full-time faculty; all employees of the David A. Clarke School of Law including adjunct faculty of the law school; visiting faculty, full-time employees, graduate students, lab assistants, graduate assistants, teaching associates, clinical fellows, teaching fellows, teaching assistants, research assistants, librarians, registrars, volunteers, and degree-seeking students of the University including those with adjunct appointments, administrators and other employees whose primary position is not teaching but may have teaching responsibilities and may be classified by the University as adjuncts when they teach, office clerical employees, guards, and security personnel, managerial and supervisory employees.

Article 2 – Bargaining Unit Information

- A. The Employer shall provide to the Union a preliminary list of all adjunct faculty members covered by this agreement on September 30 and January 31 of each year for the Fall and Spring semesters, respectively and two weeks following the beginning of each Summer session.
- B. This list will include the following information: name, mailing address, phone number, UDC email, and the semester the adjunct faculty member first taught at UDC (if the information is available on the human resources

information system). For each adjunct faculty member on the list the Employer will list the following information for each course:

- All courses taught by the adjunct faculty member during the semester
- Employee I.D.
- Course title and number
- The date the course begins and ends
- Department/program
- Number of credits
- Salary

Article 3 – Union Rights

- A. The representatives of the Union shall have reasonable access to the Employer's academic facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.
- B. The Union shall have access to meeting space on campus, subject to the same procedures as other campus organizations and the University's ability, within its reasonable discretion, to make such space available.
- C. The Employer will provide a link on the UDC website to the SEIU Local 500 website.
- D. The University shall recognize a total of ten (10) workplace leaders for locations where bargaining unit members teach who are designated by the Union to engage in representational responsibilities.
 1. Workplace leaders referenced in the paragraph above shall be designated by the Union and their identity transmitted to the Vice President of Human Resources in writing.
 2. Any grievance investigation shall neither interfere with any classes nor the preparations of such classes taught by any bargaining unit members.

3. Designated workplace leaders shall be bargaining unit members. It is fully understood that being a workplace leader shall not relieve such adjunct faculty member of his or her individual teaching or University responsibilities. Workplace leader shall continue to be subject to all rules, regulations and procedures applicable to other Adjunct Faculty.

Article 4 – Union Security and Check-Off

- A. It shall be a condition of employment that all adjunct faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership to pay an agency fee, as determined by the Union.
- B. It also shall be a condition of employment that all adjunct faculty members covered by this agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment either become and remain members in good standing of the Union, or pay an agency fee as determined by the Union.
- C. The Employer shall discharge any adjunct faculty member covered by this agreement within one (1) week after receipt of written notice from the Union that said individual is not in compliance with paragraph A above.
- D. Payment of union dues and/or fees may be made via the check off procedure provided by this article, it is agreed that the Employer shall assume no financial or other obligation arising out of the provisions of this article except as specifically provided in this article, and the Union hereby agrees that it shall indemnify and hold the Employer harmless from any claims, actions, or proceedings by a adjunct faculty member arising from deductions made by the Employer hereunder or from the enforcement of this article.
- E. Each payday, the Employer shall deduct from a adjunct faculty member's wages a sum of dues and/or fees owed the Union and authorized under the labor law of the District of Columbia, as well as voluntary

contributions to the union's political action fund, provided the adjunct faculty member has furnished the Employer a written assignment executed in accordance with law. The Union will provide to the Employer a suitable form for the authorization of this payroll deduction and as to new adjunct faculty, the Employer will include that form in his/her initial employment packet. The authorization may be in electronic form.

- F. The Union shall be ultimately responsible for obtaining executed written assignments from existing adjunct faculty. However, the Employer shall cooperate with the Union in seeking compliance with this provision by notifying covered adjunct faculty at their time of hire of the existence of this Agreement and by providing them with union membership and pay deduction materials supplied by the Union. Materials voluntarily completed by the adjunct faculty member and returned to the Employer shall be promptly remitted to the Union. The Employer shall remit the dues and/or fees to the Union or its duly authorized representatives, no later than the end of the semester. In the event no earnings or wages are due on the payday of any month, the Employer shall deduct from the first wages due thereafter the dues and/or fees so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Should the Employer fail to make the above deduction notwithstanding its receipt of a valid written authorization, the Employer shall be liable to the Union for the amount thereof seven (7) days after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the Employer to collect or recover the monies directly from the adjunct faculty member. Following receipt of any check off revocation, the Employer shall notify the Union, in writing, of the revocation.

Article 5 – Procedures Regarding Development of Handbook

The President, in consultation with union representatives, shall appoint a committee to develop protocols for inclusion in a University handbook for adjunct faculty. This is agreed to with the understanding that nothing contained in such protocols and handbook shall infringe upon or compromise the university's total discretion in the hiring, appointment or evaluation of adjunct faculty. Furthermore, to the extent that such committee's recommendations include subjects within the University's Management Rights, the University reserves the right to institute such handbook provisions without bargaining with the Union.

Article 6 – Communications Regarding Assignments

- A. Each adjunct faculty member is hired solely for a semester. The University shall exclusively determine whether to hire a person as an adjunct faculty member without regard to whether that adjunct faculty member had been previously employed as an adjunct faculty member in any capacity with the University. This right to hire shall be exclusive to the University and not subject to the grievance procedure.
- B. Should the University hire a faculty member, said member shall be notified in writing of its determination, along with the specifics of the assignment, including any specific requirements and/or expectations upon which the faculty member shall be evaluated.
- C. The department chair shall agree to meet with the faculty member at his or her request, in advance of the first session of the class, to provide needed clarification of the expectations of teaching established by the University.
- D. When an adjunct faculty member has been assigned a course, UDC shall promptly assign their name to that course in the UDC online schedule of courses in the manner in which the University normally communicates such information.
- E. If an adjunct faculty member's assigned course or assignment is cancelled, the department shall promptly notify the adjunct faculty of the change.

Article 7 – Evaluations

- A. The University shall develop a performance review process for adjunct faculty. Once such a process is in place, a copy shall be provided to the union. Such process shall include:
 - 1. At the beginning of each semester, the University shall inform all adjunct faculty members of its performance review process, including performance standards and measures as determined by the University.

2. Each Department will maintain an evaluation file for each adjunct faculty member which will contain all relevant materials, including those provided by the adjunct faculty. The adjunct faculty member may examine and make copies of the file at any time at their expense. Faculty members shall receive a copy of their evaluation.
3. Performance-based feedback shall be provided to all adjunct faculty members under the University's evaluation procedures and policies.
4. Evaluation results are for informational purposes only and shall not be subject to grievance.

Article 8 – Access to Services – Department Support

- A. Adjunct faculty members shall receive an orientation necessary to perform their jobs. Colleges, Schools, Departments, and Divisions shall hold annual orientations for existing adjunct faculty to update them on policies and procedures.
- B. Any departmental Mission Statements and/or adjunct faculty handbooks, guidelines or procedures shall be made available to each adjunct faculty member with updates as available.
- C. Departments shall make a good faith effort to make available to adjunct faculty members, when possible, all pertinent information about the course the adjunct faculty member is teaching, including the previous syllabi.
- D. Specialized requests of supplies, materials and/or software needed to teach a course shall be communicated by the adjunct to the Dean or the Chair, as the case may be, at the time of hire. The approval or non-approval of such a request shall be at the full discretion of the Dean or the Chair as determined by learning outcome, industry training standards and budget availability.
- E. Adjunct faculty members shall be provided with individual mailboxes in the departments in which they teach to receive student papers, campus and other mail.
- F. Adjunct faculty members shall be issued a UDC email account and have access to free on-campus Wi-Fi.

- G. The University shall make good faith efforts to have space available for adjunct faculty members to prepare for class and meet with students.
- H. Adjunct faculty members shall have equal access as the full-time faculty to research databases, online services, library services, and other facilities while in active pay status.

Article 9 – Labor-Management Committee

- A. The University and the Union are committed to a collaborative relationship that fosters effective ongoing communication and addresses issues and concerns with solutions that are in the best interest of the parties. To that end, the parties agree to the creation of a joint Labor-Management Committee.
- B. The committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.
- C. The Labor-Management Committee shall consider and make recommendations on matters of general importance to the adjunct faculty and/or UDC.
- D. The Committee shall meet at least two (2) times during the Fall and Spring semesters. Additional meetings, including during the Summer sessions, may be held by mutual agreement. Designated representatives of the Union and UDC will suggest agenda items one (1) week prior to each meeting. The parties will designate their own representatives to the Committee.

Article 10 – Academic Freedom

Subject to the terms of this Agreement, adjunct faculty members shall be covered by the University's academic freedom policy.

Article 11 – Communication and Access to the Academic Community

- A. Adjunct faculty members will follow UDC's policy on plagiarism and the student code of conduct, and will be supported and assisted in holding students accountable under those policies.
- B. The University shall make a good faith effort to notify adjunct faculty members of College, School, Department, or Division meetings.
- C. Subject to eligibility funding, adjunct faculty members may have access to all grants, programs, teaching scholarships, the Study Abroad program, funding to support scholarship and/or artistic endeavors, funding to support excellence in teaching, and other resources. The University shall make a good faith effort to regularly communicate to adjunct faculty about opportunities for such grants, programs, funding and resources.
- D. The University shall regularly communicate with adjunct faculty on issues that involve adjunct faculty, such as policies and procedures and subjects relating to Academic matters.
- E. Adjunct faculty may provide input and suggestions on the existing curriculum.

Article 12 – Non-discrimination

- A. The Employer and the Union both recognize their responsibilities under Federal, State, and District of Columbia laws, and University policy pertaining to discrimination in employment and a prohibition against sexual harassment in the workplace. Accordingly, both parties reaffirm by this Agreement a commitment not to discriminate against any person or persons because of a protected class status under Federal and/or District of Columbia laws. The parties agree that complaints regarding any and all of these subjects must be presented to the University's EEO Officer and/or to an appropriate governmental Agency and are, therefore, not subject to the grievance procedure contained in this Agreement.
- B. Protected class status under District of Columbia law is extended to persons on the following basis: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, physical

disability, source of income and place of residence or business, matriculation, or political affiliation.

- C. The University and the Union shall not discriminate against any adjunct faculty member on the basis of his or her protected Union activities or on the basis of his or her statutory right not to engage in such activities.

Article 13 – Health and Safety

The University and the Union are committed to providing a healthy and safe working environment for all adjunct faculty members.

Article 14 – Payday

Adjunct faculty shall be paid once a month during the Fall and Spring semesters and biweekly during the Summer sessions. During the first year of this Agreement, the University shall make a good faith effort to develop an internal capacity to pay adjunct faculty members on a twice a month basis.

Article 15 – Compensation

- A. Effective with the 2016-2017 fiscal year, the minimum rate shall be \$950 per credit hour.
- B. Effective with the 2016-2017 fiscal year, current adjunct faculty members shall receive a minimum increase of \$67 per credit hour above their current rate of compensation for all courses taught.
- C. Effective with the 2017-2018 fiscal year, the rates established in paragraphs A and B above, shall be increased by 2.5%.
- D. Summer course rates shall be the same rates as those paid to full time faculty.
- E. The rates set forth above are intended to be minimum rates. Nothing in this agreement shall prevent the University from paying a higher rate. Further the minimum rates set forth in this agreement shall remain in effect for the faculty member, unless modified by the terms of this agreement.
- F. Course Cancellation Fee: If a course an adjunct faculty member is appointed to teach is cancelled for any reason less than 10 days prior to the date of the first class, the University shall pay the adjunct faculty member a course cancellation fee of \$350. If a course an adjunct faculty member is appointed to teach is

cancelled for any reason within 21 days after the date of the first class, the University shall compensate the adjunct faculty member on a pro rata basis for the classes taught prior to cancellation. If a course an adjunct faculty member is appointed to teach is cancelled for any reason more than 21 days after the date of the first class, the University shall pay the adjunct faculty member a course cancellation fee of \$350 and shall further compensate the adjunct faculty member on a pro rata basis for the classes taught prior to cancellation.

- G. Course Development Fee: Should the University request and a faculty member agree to develop a course and such course is approved by the University, the faculty member shall receive a minimum course development fee of \$1,000.
- H. Provided that this Agreement is ratified by the University's Board of Trustees and approved by the Council of the District of Columbia, the terms of this Article shall be effective October 1, 2016, and thus retroactive to that date if approved after October 1, 2016.

Article 16 – Professional Development Fund

The University shall establish a University wide professional development fund. Adjunct faculty shall have access to such fund in the same manner as full time faculty. The University shall consult with the union regarding the development of the fund.

Article 17 – Management Rights

- A. All rights, functions, and prerogatives of management, whether written or unwritten, which have not been modified or restricted by an express written provision of this Agreement, are retained by the University and may be exercised by the University in its sole discretion. These rights of management shall include, but not be limited to, the right to establish, plan, direct and control the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures; rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of adjunct faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of the evaluations, and determine the processes and criteria by which

adjunct faculty members' performance is evaluated; to establish and require adjunct faculty members to observe University rules and regulations; to discipline or dismiss adjunct faculty members during the contract term for just cause; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine who is taught, what is taught, how it is taught, and who does the teaching; to determine all matters relating to adjunct faculty hiring and retention and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. Management, in not exercising any function hereby reserved to it in this Article or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way. No action taken by the University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

- B. To the extent not fully articulated above, the University shall also retain all rights reserved for Management that are contained within the D. C. Code 1-617.08(a).
- C. The University shall retain the exclusive authority to establish the term of all adjunct faculty contracts and to renew or not renew such contracts and that, therefore, such renewal or nonrenewal of such contracts shall neither be deemed to be discipline as referenced above in Paragraph A nor subject to the grievance procedures and arbitration within this collective bargaining agreement.
- D. No action taken by the University with respect to a management right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Article 18 – Grievance Procedure and Arbitration

- A. The parties recognize and endorse the importance of establishing a prompt, fair and efficient mechanism for the orderly resolution of grievances and agree to use their best efforts to encourage the prompt

settlement of such grievances. It is understood that nothing in this grievance procedure shall limit the existing right of an adjunct faculty member to communicate directly with University Management without going through this procedure.

A grievance is an allegation by an employee, group of employees where the alleged violation involves more than one employee on the same issue, and/or the Union that the University has violated an express provision of this Agreement.

- B. The grievance procedure shall operate as follows:
1. Any grievance shall be presented no later than (10) ten calendar days after the event in question occurred or if not known, presented within (10) ten calendar days from the date, when, with the exercise of reasonable diligence, it should have become known. The grievance shall set forth in writing in plain language the action complained of, the specific provision(s) of this Agreement that were allegedly violated, and the proposed remedy. The grievance shall be presented to the Department Chair, Program Director, or Division Chair as the case may be where the conduct took place. The University shall have seven (7) calendar days to respond to the grievance.
 2. If the matter is not resolved at the First Step, then no later than seven (7) calendar days from the expiration date of the First Step, the Union shall present the grievance to the next level of Management authority, namely the Dean of the College or School. The Dean or Program Director or Division Director shall have seven (7) calendar days to respond to the grievance.
 3. If the matter is not resolved at the Second Step, then no later than five (5) calendar days from the expiration date of the Second Step, the grievance shall then be presented by the Union to the Vice President of Human Resources as the Third Step. The Vice President of Human Resources shall have ten (10) calendar days to respond to the grievance. If the meeting is not held within fifteen (15) calendar days following the date the grievance was presented to the Vice President of Human Resources, the University shall have the discretion to respond to the grievance.

4. If the grievance is not resolved at the Third Step, The Union shall then have (10) ten calendar days from the conclusion of Step 3 to provide notice to the University of its intent to submit the matter to Arbitration. The Union shall have an additional (10) ten calendar days to notify the Federal Mediation and Conciliation Services for the purpose of selecting an arbitrator. The parties will request a panel of seven (7) arbitrators from the FMCS. If the parties are not able to mutually agree on an arbitrator from the panel then they shall alternatively strike names. The remaining name after the striking process shall serve as the arbitrator.
5. The decision of the Arbitrator shall be final and binding as to the parties to this Agreement and the grievant. Provided, however, that the Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement.
6. Each party shall bear its own expenses in preparing and presenting its own case. The cost of the Arbitrator's services, the transcript of the arbitration, and any other expenses incidental to the Arbitration shall be borne equally by both parties.
7. When determining whether a time limitation reference above has been exceeded, the day the event occurred or the last day when such act could have been taken shall not be counted and the time determination shall commence on the next day. The failure of the University to respond within the time limits of Steps 1, 2, and 3, shall be deemed a denial of the grievance. Otherwise strict adherence to the time limits set forth herein shall be adhered to and, therefore, unless a waiver of such time limits is mutually agreed to, the failure to meet any of the time limits set forth herein shall result in the dismissal of the grievance. Provided further that the failure to invoke this time is of the essence provision on one occasion by the University shall not bar the University from invoking it on another occasion.

Article 19 – No Strikes No Lockouts

Consistent with the District of Columbia law, the Union shall neither strike nor engage in any other form of work stoppage including a slowdown, or picketing which

physically interferes with the university's operations. In the event of any kind of such strike, work stoppage, slowdown, picketing, or any other interference with the University's operations, it shall affirmatively take all reasonable action to immediately put a halt to such conduct and the University reserves the right to take disciplinary action in any and all such instances. Consistent with the District of Columbia law, the University shall not lock out any bargaining unit employee.

Article 20 – Savings Clause

In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction or modified by any Act of Congress, the decision shall not invalidate the entire Agreement, it being the express intention of both parties that all other provisions shall remain in full force and effect. In such instance, the parties shall meet to negotiate a new or revised provision.

Article 21 – Duration

Upon ratification by the Union and the Board of Trustees of the University and thereafter approval by the Council of the District of Columbia, this Agreement shall be in full force and effect as of August 1, 2016 until midnight, July 31, 2018, and from year to year thereafter unless either party notifies the other party in writing by Certified Mail, return receipt requested or by electronic mail properly addressed to the addressee no less than sixty (60) days prior to the expiration of the Agreement or any extension thereof that such party wishes the Agreement to be modified or terminated.

Article 22 – Entire Agreement

The understandings set forth in this Agreement shall constitute the sole and entire agreement between the parties for the duration hereof. Matters not directly covered by this Agreement shall be governed by applicable District of Columbia law.

For the
**UNIVERSITY OF THE DISTRICT OF
COLUMBIA**

For
SEIU Local #500

Ronald Mason Jr., J.D.
President

Date _____

Date _____