

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 _____ 2020 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 Union shall notify the University of its officers and any adjunct faculty member representatives.

Article 4 - Union Dues, Authorization

- A. Employees may authorize union dues deductions directly through the District Government's automated PeopleSoft system. The University and the Union shall collaborate to implement the automated system and over time, seek to add enhanced features, including but not limited to initiation fees and political action contributions (PAC).
- B. Deducted dues will be remitted to the Union in accordance with the payroll schedules established by the District Government, Office of Pay and Retirement Services.
- C. Once the automated system has been implemented, the University agrees to facilitate resolution of any errors upon notice by the Union.

Article 5 - Procedures Regarding Development of Handbook

The Joint Labor Management Collaboration Committee shall review existing Adjunct Handbooks and make recommendations for one standardized handbook for all University Adjunct Faculty members. Such recommendations shall be made to the Chief Academic Officer,

and nothing contained in the 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 the 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.
- F. The Employer is committed to continuing its practice of recognizing well qualified adjunct faculty who have taught successfully at UDC. The parties have a shared interest in a robust evaluation system that can be used to identify such well qualified adjunct faculty. Once the evaluation system has been established and implemented, the parties agree to collaborate through the Joint Labor Management Collaboration Committee to develop recommendations for the Chief Academic Officer to retain excellent adjunct faculty.

Article 7 - Evaluations

- A. The University shall develop a performance review process for adjunct faculty. The purpose of evaluations is to assure excellence in teaching and adherence to academic and professional

standards. The Joint Labor Management Collaboration Committee shall be given an opportunity to provide input to the development of the evaluation tool, criteria and process. 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 as well as respective Academic Colleges and Schools. The notification to adjunct faculty members will communicate information regarding performance review expectations, a framework for the process, portfolio details and submission guidelines, timeline, evaluation instrument, and frequency.
2. Performance-based feedback shall be provided to all adjunct faculty members under the University's evaluation procedures and policies.
3. Each Department will maintain an evaluation file for adjunct faculty members 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.
4. If a concern arises during the semester about an adjunct faculty member's performance, the University will promptly notify the adjunct of the concern(s) and provide guidance to the adjunct as part of the University's continuous improvement process.
5. 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 must attend mandatory orientations (new employee and department/division), which will prepare them to perform their jobs. The new employee orientation will cover administrative matters pertaining to University employment. Department/Division orientations will include information regarding academic priorities and updates on policies and procedures.

1. Adjunct Faculty members attending Department/Division orientation shall receive a stipend of \$100.00 for their attendance, and that payment will be included in the adjunct faculty member's regular payroll check.

2. Adjunct Faculty members and the Union will be given adequate notice of the time and location of orientation.
 3. The University shall make a reasonable effort to accommodate adjunct faculty members who are unable to attend Department/Division orientations.
- B. Department/Divisions shall make a good faith effort to make available to adjunct faculty members all pertinent information about (1) teaching assignment(s), (2) information about updates to the *Handbook for Adjuncts* (3) general academic policies and priorities, and (4) Department/Division specific guidelines and procedures.
 - C. When adjunct faculty are assigned to teach courses that require specialized supplies, software, and/or equipment, the Department/Division Chair may request additional support from the Dean on behalf of the adjunct. Such courses shall be identified in the curriculum and approval for any additional support requested will be solely determined by the Dean based on available resources.
 - D. Each adjunct faculty member will be assigned a UDC email at the time of the initial teaching appointment. It is the University's policy that all adjunct faculty use the University-assigned email address for all official communications and matters pertaining to the courses and students they have been assigned to teach. The UDC email is the official record for all University business.
 - E. The University shall make good faith efforts to have space available for adjunct faculty members to receive student papers and campus and other mail, and to prepare for class and meet with students.
 - F. Adjunct faculty members shall have access to research databases, online services, library services, and other applicable University resources during current teaching appointments.

Article 9 - Joint Labor-Management Collaboration 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 Collaboration Committee.
- B. The Joint Labor-Management Collaboration Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.

- C. The Joint Labor-Management Collaboration Committee shall consider and make recommendations on matters of general importance to the adjunct faculty and/or UDC.
- D. The Joint Labor-Management Collaboration 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, academic integrity, 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 about respective Colleges/Schools and Academic Departments/Divisions meetings. Each adjunct faculty member will be assigned a UDC email at the time of the initial teaching appointment. It is the University's policy that all adjunct faculty use the University-assigned email address for all official communications and matters pertaining to the courses and students they have been assigned to teach. The UDC email is the official record for all University business.
- C. 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.
- D. From time to time, Academic Departments/Divisions may encourage input and feedback regarding curriculum from adjunct faculty.
- E. When appropriate, adjunct faculty members may apply to participate in grants, Study Abroad programs and other such opportunities where available, and the Academic Departments/Divisions shall make a good faith effort to notify adjunct faculty members when such opportunities present themselves.

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. Adjunct faculty who teach in any semester of AY 2019-2020 will receive a one-time lump-sum payment of 3% based on the base salary of the adjunct faculty member for each semester taught in AY 2019-2020. The lump-sum payment will be paid the first semester that the adjunct faculty member teaches after AY 2019-2020. The lump-sum payment will only be paid during the term of this agreement.

- B. Adjunct faculty members will receive a cost of living adjustment (COLA) of 3% in AY 2020-2021.
- C. Adjunct faculty members will receive a COLA of 3% in AY 2021-2022 provided that the District Council appropriates to the University funds specifically for that purpose.
- D. Course Cancellation Fee: If a course an adjunct faculty member is appointed to teach is canceled for any reason less than ten (10) days before 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 canceled within twenty-one (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 before cancellation.
- E. Course Development Fee: Should the University request a faculty member develop a course and the course is approved by the University, the faculty member shall receive a minimum course development fee of \$1,000.
- F. The Joint Labor-Management Collaboration Committee will meet to make recommendations to University Management on movement through approved salary tiers based on an established evaluation process.
- G. Adjunct faculty who are members of SEIU Local 500 may purchase parking at a twenty percent (20%) reduction of the University parking rate each semester and the summer term by the date established by the University.

Article 16 - Professional Development Fund

- A. The University shall establish a professional development fund for adjunct faculty. The professional development fund will be available to adjuncts through a competitive application submission process. The fund will provide support to enhance teaching excellence and ongoing professional development. The Chief Academic Officer will be responsible for oversight, administration, and authorizing approvals for this fund. The Chief Academic Officer may periodically consult with the Joint Labor Management Collaboration Committee for feedback about the professional development fund.
- B. The fund shall total \$25,000 in each fiscal year of this agreement. Adjunct faculty members who are approved by the Chair/Dean shall be eligible for reimbursements up to \$1,000 towards professional development activities.

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 I-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.

- B. 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.

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

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

- A. In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the University and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.
- B. The terms of this Agreement supersede any conflicting University and/or District Personnel Manual (DPM) regulations concerning non-compensation or compensation matters covered herein for the term of this Agreement.

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 October 1, 2019 until midnight, September 30, 2022. 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 during the period from 120 days to 90 days prior to the first day of the fiscal year for the purposes of negotiating an agreement for the subsequent fiscal year.

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
Ronald Mason, Jr.
President

Date 6/24/20

Pier Angeli Morrison
Name: Pier Angeli Morrison
Title: President

Date: 6/22/2020