



OFFICE OF THE
SECRETARY
2017 JAN 24 PM 4:54

MURIEL BOWSER
MAYOR

JAN - 4 2017

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Suite 504
Washington, D.C. 20004

Dear Chairman Mendelson:

In accordance with DC Code § 1-617.17, I am pleased to forward the Council consideration the approval resolution for the compensation terms of the collective bargaining agreement (“Collective Bargaining Agreement” or “agreement”) between University of the District of Columbia (“University”) and the Service Employees International Union, Local 500 CtW (“SEIU”).

The Collective Bargaining Agreement covers compensation and other terms and conditions of employment. This is the first collective bargaining agreement between the University and the newly certified unit of SEIU. With respect to compensation, the University and SEIU agreed to pay increases over a three-year term and to a new schedule for payment of adjunct faculty.


SEIU membership ratified the Collective Bargaining Agreement on November 30, 2016, and the University Board of Trustees ratified the agreement on December 2, 2016.

This package includes a proposed approval resolution approving the compensation terms of the agreement, the Board of Trustees resolution ratifying the agreement, the Collective Bargaining Agreement itself, the legal sufficiency certification prepared by the University’s General Counsel, and the funding certification prepared by the Office of the Chief Financial Officer.

I respectfully request that the Council favorably consider the enclosed resolution and the Collective Bargaining Agreement. Please do not hesitate to contact Patricia Cornwell Johnson, UDC Vice President of Human Resources, patricia.johnson3@udc.edu, at 202-274-6283, with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Muriel Bowser".
Muriel Bowser


Chairman Phil Mendelson
at the request of the Mayor

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6 A PROPOSED RESOLUTION
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8

9 IN THE COUNCIL OF THE DISTRICT OF COLUMBIA
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13 Chairman Phil Mendelson, at the request of the Mayor, introduced the following
14 resolution that was referred to the Committee on _____.
15

16 To approve the compensation terms of the Collective Bargaining Agreement between the
17 University of the District of Columbia and the Service Employees International Union,
18 Local 500 CtW.
19

20 RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this
21 resolution may be cited as the “Collective Bargaining Agreement Between the University of the
22 District of Columbia and the Service Employees International Union, Local 500 CtW Approval
23 Resolution of 2017.”

24 Sec. 2. Pursuant to § 1-617.17(j) of the D.C. Official Code, the Council approves the
25 compensation terms of the collective bargaining agreement (“Collective Bargaining Agreement”)
26 between the Board of Trustees of the University of the District of Columbia (“University”) and
27 the Service Employees International Union, Local 500 CtW (“SEIU”). The Collective
28 Bargaining Agreement was ratified by the University on December 2, 2016 and by SEIU on
29 November 30, 2016.

30 Sec. 3. Fiscal Impact Statement.

31 The Council adopts the fiscal impact statement in the Committee report as the Fiscal
32 Impact Statement required by section 602(c)(3) of the District of Columbia Home Rule Act,
33 approved December 24, 1973 (87 Stat. 813; D.C. Official Code §1-206.02(c)(3)).

1 Sec. 4. The Secretary of the Council shall transmit a copy of this resolution, upon its
2 adoption, to the University of the District of Columbia President and the Mayor.

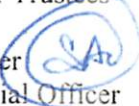
3 Sec. 5. This resolution shall take effect immediately.



Office of the Chief Financial Officer

MEMORANDUM

TO: The Board of Trustees

FROM: Shaina Cooper 
Chief Financial Officer
University of the District of Columbia

DATE: November 29, 2016

RE: Funding Certification for the Collective Bargaining Agreement between UDC and SEIU


This is to certify that funds in the amount of \$137,489 are available in the FY17 Operating Budget for the University of the District of Columbia (GFO) for the provision 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. Future annualized funding for the remaining years of the agreement beyond September 2017 will be subject to the availability of funds.

Should you have any questions, please contact Shaina Cooper at 202-274-6410.



MEMORANDUM

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

FROM: KAREN M. HARDWICK, GENERAL COUNSEL 

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

DATE: JANUARY 3, 2017

This memorandum provides a legal sufficiency review of the revised 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"). SEIU ratified the original agreement on July 15, 2016. The Board of Trustees ratified that version of the agreement on July 26, 2016.

Thereafter, the Office of the Mayor advised the University and SEIU that their agreement needed to be revised to comply with a previously unenforced requirement in D.C. Code §1-617.17(g) that collective bargaining agreements concerning compensation be for a term of no less than three years. The Office of the Mayor also directed the parties to make certain technical changes to the deadline for initiating bargaining for a new agreement and to what is known as a "savings clause."

The University and SEIU revised the Collective Bargaining Agreement as requested to add a third year, provide for a 2.5% COLA during the last year of the three-year term, and incorporate the technical changes requested by the Office of the Mayor. In all other respects, the Collective Bargaining Agreement is unchanged from the July 2016 version approved by the parties. Specifically, the University and SEIU retained the previously agreed upon pay increases, process for annual orientation, Labor-Management Committee, Grievance-Arbitration Procedure, Union rights and security, statement of management rights and new schedule for payment of adjunct faculty. Additionally, the University and SEIU will continue their efforts to improve transparency and communication between the parties, and to achieve operational efficiencies.

The Collective Bargaining Agreement as revised has been reviewed and determined to be legally sufficient. If SEIU ratifies the agreement as expected on November 30, 2016, 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 be final and fully effective once 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. **Approved by the Council prior to the 30th calendar day OR deemed approved because it has been pending before Council for thirty (30) calendar days (excluding Council recess).**

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

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**

TABLE OF CONTENTS

Article 1 – Recognition and Bargaining Unit Description1

Article 2 – Bargaining Unit Information1

Article 3 – Union Rights.....2

Article 4 – Union Security and Check-Off3

Article 5 – Procedures Regarding Development of Handbook.....4

Article 6 – Communications Regarding Assignments5

Article 7 – Evaluations.....5

Article 8 – Access to Services – Department Support6

Article 9 – Labor-Management Committee7

Article 10 – Academic Freedom7

Article 11 – Communication and Access to the Academic Community7

Article 12 – Non-discrimination8

Article 13 – Health and Safety9

Article 14 – Payday9

Article 15 –Compensation9

Article 16 – Professional Development Fund10

Article 17 – Management Rights10

Article 18 – Grievance Procedure and Arbitration12

Article 19 – No Strikes No Lockouts14

Article 20 – Savings Clause14
Article 21 – Duration14
Article 22 – Entire Agreement.....14

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. Effective with the 2018-2019 fiscal year, the rates established in paragraph C above shall be increased by 2.5%.
- E. Summer course rates shall be the same rates as those paid to full time faculty.
- F. 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.
- G. 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.

- H. 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.
- I. 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

- 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 August 1, 2016 until midnight, September 30, 2019. 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 Jr., J.D.
President

Date _____

Date _____

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO 2016-53**

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

WHEREAS, D.C. Official Code §§1-617.16 and 1-617.17 provide for the Board of Trustees of the University of the District of Columbia (the "University") to negotiate and approve collective bargaining agreements for the University; and

WHEREAS, the University Administration and the Service Employees International Union Local 500, CtW ("SEIU") 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 reviewed the proposed agreement and considered that it represented 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, found that it was in the best interest of the University that the proposed agreement be approved as the Collective Bargaining Agreement Between the University of the District of Columbia and SEIU; and

WHEREAS, on July 20, 2016 the Board of Trustees ratified the Collective Bargaining Agreement Between the University of the District of Columbia and SEIU; and

WHEREAS, as directed by the Office of the Mayor, the University Administration and SEIU thereafter revised the agreement to provide for a three-year term and to make certain additional technical changes to the language of the Collective Bargaining Agreement; and

WHEREAS, SEIU membership ratified the revised Collective Bargaining Agreement on November 30, 2016; and

WHEREAS, the Board of Trustees, having consulted with the President of the University and his negotiating team, found that it was in the best interest of the University that the proposed agreement, as revised, be approved as the revised 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 revised Collective Bargaining Agreement Between the University of the District of Columbia and SEIU.

Ratified by the Board of Trustees:

December 2, 2016

A handwritten signature in blue ink, appearing to read "Elaine A. Crider", written over a horizontal line.

Elaine A. Crider
Chairperson of the Board