

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

HOWARD UNIVERSITY

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500

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PREAMBLE

This Agreement is entered into this 1st day of July, 2015, by and between Howard University (hereinafter referred to as the “University” or the “Employer”) and Service Employees International Union Local 500, SEIU (hereinafter referred to as the “Union”).

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT DESCRIPTION

- A. Subject to the exclusions set forth in Article 1.B., below, and pursuant to the Certificate of Representation issued by the National Labor Relations Board in Case 05-RC-1239700, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all part-time faculty employed by the Employer in Washington, D.C., teaching at least one credit hour class, lesson, or lab. For purposes of this Agreement the employees in the bargaining unit shall be referred to as “Employees”.
- B. Excluding: all other employees, full-time faculty, graduate assistants, clinical fellows, teaching fellows, teaching assistants, research assistants, full-time staff whose part time teaching is not compensated additionally for teaching, administrators, administrators who have teaching responsibilities, all employees of the Howard University Schools of Law and Colleges of Dentistry, Medicine, Nursing & Allied Health Sciences, and Pharmacy and managers, guards and supervisors as defined by the Act.

ARTICLE 2 – UNION SECURITY AND CHECK OFF

It shall be a condition of employment that all Employees 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 shall pay an agency fee, as determined by the union in accordance with applicable law.

- A. It also shall be a condition of employment that all Employees 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 in accordance with applicable law.
- B. The Employer shall discharge any Employee covered by this agreement within thirty (30) days after receipt of written notice from the Union that said individual is not in compliance with paragraph A above.
- C. 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, suits, judgments, attachments, actions, or proceedings by an Employee arising from deductions made by the Employer hereunder or from the enforcement of this Article.

- D. The Employer further agrees to deduct voluntary contributions made by Employees to the SEIU Local 500 *Committee on Political Education* (COPE) and to remit said contributions to the Union at the same time union dues and agency fees are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the Employee.
- E. Each payday, the Employer shall deduct from an Employee's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Employee has furnished the Employer a written authorization to deduct money from the Employee's pay in accordance with applicable law. The Union shall provide to the Employer dues check off cards for the authorization of this payroll deduction and as to new Employee, the Employer shall include that form in the employment packet. The authorization may be in electronic form.
- F. The Union shall be ultimately responsible for obtaining executed written dues deduction authorizations from all Employees. However, the Employer shall cooperate with the Union in seeking compliance with this provision by notifying the Employee at 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 Employee 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 not later than thirty (30) working days after each payday. 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 upon the next date upon which dues are to be submitted to the union. Following receipt of any check off revocation, the Employer shall notify the Union, in writing, of the revocation.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. The Union recognizes the right of the University to operate and manage the University and that all management functions, rights and responsibilities which the University has not modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the University.
- B. Such functions, rights, and responsibilities of management include, but are not limited to the following rights which the University shall exercise in its sole discretion to:
 - Establish, plan, direct and control the University's mission, programs, objectives, activities, resources and priorities
 - Establish standards of performance, conduct, order and safety, including developing and modifying job descriptions;
 - Direct the work of Employees and to determine job assignments and working schedules;

- Determine and schedule course offerings to be taught by Employees;
- Determine who is taught, what is taught, how it is taught and who does the teaching
- Determine student admissions and the number of students in a course
- Cancel courses to be taught by Employees
- Determine whether the course shall be taught by an Employee or non-bargaining unit faculty member.
- Open, expand, reduce and eliminate departments, programs, major and minor courses of study and to determine the curriculum of each course;
- Introduce new methods of instruction;
- Make all decisions involving academic matters;
- Determine the process and criteria for evaluation of performance of Employees.
- Determine the materials and equipment to be used by Employees;
- Implement improved operational methods and procedures;
- Determine the number of Employees to be employed and the staffing for all courses
- Determine the kind and location of facilities;
- Determine whether any School/College of the University or academic department shall continue to offer academic courses;
- Select, hire, transfer, determine the qualifications of and promote Employees
- Discipline, demote or discharge Employees for cause within the semester in which they are employed.
- Determine not to renew a contract or engagement with an Employee in its sole discretion
- Implement reductions in force for lack of work;
- Subject Employees to coverage of University rules, regulations, policies, and practices and faculty and staff handbooks which do not conflict with the terms of the Agreement and to make, modify, add to and delete from any of these in its sole discretion;
- Promulgate, modify, distribute, and enforce reasonable rules of conduct and performance for Employees, including dress code and personal hygiene standards;
- Subcontract all or any portion of the work now or hereafter done by Employees and all or any portion of its operations;
- And to generally manage the University to attain and maintain full operating efficiency and excellence in student instruction.

C. The University's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the right to exercise such power, function, authority, or right in a different manner, or preclude the University from exercising such power, function, authority or right in the future.

D. The Union hereby waives its right to bargain over The University's decision to exercise any of the rights set forth in Section B. of this Article and the implementation of that decision. No action taken by the University with respect to any of the rights in this article shall be subject to the grievance and arbitration procedure in this Agreement or any collateral lawsuit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 4 - UNION RIGHTS

- A. The representative 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, upon written approval of a request from the Union submitted 10 calendar days prior to the proposed meeting date to the University's Office of General Counsel, shall have access to meeting space on campus, subject to the same procedures as other campus organizations.
- C. The Employer shall recognize a reasonable number of specific part-time faculty members, designated by the Union, as "workplace leaders." Said Employees may adjust grievances, process disciplinary appeals, meet with a grievant or with the Employer, and attend to other matters reasonable necessary for the administration of this agreement and when authorized by the Union to do so.
- D. The Union shall, upon reasonable advance request, be provided with up to 15 minutes on the agenda of Employee orientation meetings.
- E. The Employer shall furnish an agreed upon number of bulletin boards, which shall be placed in accessible locations designated and provided by the Employer, and shall permit representatives of the Union and workplace leaders to post reasonable notices pertaining to legitimate and appropriate Union interests on the bulletin boards. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Employer will also monitor inappropriate or outdated material and request, if necessary, its removal. The Union agrees to remove within five (5) days of notice by employer any materials that contain profanity, defamatory statements, personal messages, and any other inappropriate materials.

ARTICLE 5 - BARGAINING UNIT INFORMATION

- A. The Employer will provide to the Union, on a semester basis, a list of all Employees covered by this agreement, no more than 4 weeks after the first day of classes each semester.
- B. This list will include the following information: name, home address, Howard University phone number (if any), Howard University email, employee id number, semester the part-time faculty member first taught at Howard University, length of individual contract, and part-time faculty rank. For each Employee on the list, the Employer will list:
 - all courses taught by the Employee during the applicable semester;
 - course title(s) and number(s);
 - the dates the course begins and ends;

- department/program in which the course(s) is offered;
 - number of credits offered for the course(s);
 - salary for the course(s); and
 - the maximum number of students enrolled in the course or in each course section.
- C. The Employer will provide, if not sufficient as set forth in Article 1.B, an updated and finalized list following the closure of the add/drop period.

ARTICLE 6 - COMPENSATION

- A. **Standard Course Rates.** All Departments except Music- Effective with the 2015 Fall semester, The University shall pay the minimum rate of \$1030 per credit for a standard course. A standard course is a 15-week course in the fall or spring semester, or a 5-week course in the summer, for which the Employee is the instructor of record. Any current Employee as of the initial date of the agreement who is paid less than \$1200 pre credit for a standard course shall receive an increase to the minimum rate set out in this section A or a one-time lump sum payment of 3% of that Employee's current rate for a standard course.
- B. **Ancillary Duties.** A standard course does not include supervision of students or teaching independent study, supervising internships, advising, directed reading, or other individualized instruction or serving on faculty or other committees or participating in School, Department or program level meetings. Except as otherwise provided in this proposal, Compensation for such ancillary duties shall be determined by mutual agreement between the Employee and the University. Employees cannot be required to perform duties for which they are not compensated.
- C. **Music Department.**
1. For the Current Academic Year, 2015-2016, Employees assigned to the Music Department shall be compensated at current rates/salaries
 2. For the Academic Year 2016-2017- The above compensation rate minimums set forth in Section A of the Compensation Section shall not apply to Employees who are considered to be in the Music Department. The following rates shall apply commencing July 1, 2016 for the 2016-2017 academic year.

a. **Applied Lesson Faculty compensation for the 2016-2017 academic year :**

| | |
|---------------------|---|
| Harp | \$2,000.00/yr. Compensation for (1) harp student/sem. \$66.67/hr. |
| Double Bass | \$2000.00/yr. Compensation for one (1) bass student/sem. \$66.67/hr. |
| Jazz Bass | \$2,000.00/yr. Compensation for one (1) jazz bass student/sem. \$66.67/hr. |
| Violin Cello | \$2,000.00/yr. Compensation for one (1) cello student/sem. \$66.67/hr. |
| Drum Set | \$2,000.00/yr. Compensation for one (1) drum set student/sem. \$66.67/hr. |
| Bassoon | \$2,000.00/yr. Compensation for one (1) bassoon student/sem. \$66.67/hr. |
| Tuba | \$2,000.00/yr. Compensation for one (1) tuba student/sem. \$66.67/hr. |
| Clarinet | \$6000.00/yr. Compensation for three (3) students/sem. \$66.67/hr. |

b. **Course Teaching**

Definitions: For purposes of this proposal the following definitions shall apply:

Level A Courses (A): Compensation is \$5000.00/semester (Large GenEd and Divisional Courses) Courses in this category typically have at least 30 students enrolled, and meet three (3) hours weekly (3 cr.)

Level B Courses (B): Compensation is \$3750.00/semester (Medium Enrollment Courses) Courses in this category typically have at least 18 students enrolled, and meet three (3) hours weekly (3 cr.)

Level C Courses (C): Compensation is \$3500.00/semester (Smaller Enrollment Courses) Courses in this category typically have less than 18 students enrolled, and meet three (3) hours weekly (3 cr.)

Instrument Methods Classes: Compensation is \$2000.00/semester (Smaller Enrollment Courses) Courses in this meet two (2) hours weekly (1 cr.)

Small Ensembles: Compensation is \$2000.00/semester (Smaller Enrollment Courses) Courses in this category typically have at least 4 students enrolled, and meet two (2) hours weekly (1 cr.)

Medium Ensembles: Compensation is \$3000.00/semester Courses in this category typically have at least 15 students enrolled, and meet three (3) hours weekly (1 cr.)

Large Ensembles: Compensation is \$4500.00/semester. Courses in this category typically have at least 25 students enrolled, and meet three (3) hours weekly (1 cr.)

The University shall determine the Level and Ensemble designation for each course in its sole discretion.

c. **Applied lesson adjunct lecturers who also teach courses or who have heavier individual lesson loads as determined by the University**

**Classical Voice Lessons and
Coordinator of Student Recital**

Compensation: \$21,000/yr.

Classical Voice Individual Lessons (majors and minors)
Fourteen (14) students/yr. 210 contact hours at \$66.667/hr.
(\$14,000.00/yr.)

Coordinator and Instructor of Student Recital I-VIII
\$3500.00/semester, \$7000.00/yr.

Additional responsibilities within the scope of the
Compensation include jury participation, and senior
and qualifying recitals

**Guitar Instruction and
Individual Lessons**

Compensation: \$17,000/yr.

Guitar Individual Instruction (majors and minors) Eight (8)
students/yr. 120 contact hours/yr. \$8000.00/yr. \$66.667/hr.

Guitar Instruction. Two (2) contact hours/week. Low enrollment
methods course for Music Therapy majors (fall and spring
semesters) \$4000/yr.

Guitar Ensemble (Small ensemble) Two contact hours/week
course. \$4000/year, \$66.667/hr.

Guitar Class (non-majors) **Spring only.** Methods course. One (1) contact hour/week, \$66.667/hr. \$1000/semester.

Additional responsibilities within the scope of Compensation include student recitals, jury participation, and Departmental performances (Harmonica Ensemble, Jazz Week, etc.)

String Instruction, Individual Lessons and Orchestra Conductor **Compensation: \$24,000/yr.**

Violin Individual Lessons (majors and minors) Four (4) students/semester at \$4000.00/semester, \$8000.00/yr. \$66.667/hr.

Howard University Orchestra (Large Ensemble) Three (3) contact hours/week 45 hours/semester, \$9000.00/ yr. \$100/hr.

String Instruments I and II (Low enrollment methods class) Two (2) contact hours/week course. \$2000/semester, \$4000.00/yr., \$66.667/hr.

Additional responsibilities include jury participation, student recitals, Departmental performances, coordinating string studies, orchestra library and instrument maintenance and development, and civic recruitment for Howard University Orchestra (\$3000.00/yr.)

Percussion **Compensation: \$13,000/yr.**

Percussion Instruments (methods class) Two contact hours/week course. \$4000/year, \$66.667/hr.

Percussion Ensemble (Small ensemble) Two contact hours/week course. \$4000/year, \$66.667/hr.

Percussion Individual Lessons (majors and minors) Two (2) students/semester. \$4000/yr. \$66.667/hr.

Jazz Voice Individual Instruction and Jazz Vocal Workshop **Compensation: \$24,000/yr.**

Jazz Voice Individual Instruction (majors and minors) Eight (16) students/yr. 240 contact hours/yr. \$16,000.00/yr. \$66.667/hr.

Vocal Jazz Ensemble (Small ensemble) Three contact hours/week course. \$6000.00/year, \$66.667/hr.

Additional responsibilities within the scope of compensation include student recitals, jury participation, and Departmental performances. \$2,000/year

d. **Part-time adjunct lecturers teaching courses in the Department (non-individual lesson courses)**

Compensation for each course ranges from \$3,500.00 to \$5,000.00 per course per semester based on standard enrollment and contact hours.

GenEd and Divisional Courses

Compensation: \$30,000/yr.

Blacks in the Arts (Level A course, two (2) sections/semester)
African American cluster course

Intro to Music (Level A course, two (2) sections/semester)
GenEd courses with a total of nine (9) contact hours weekly.
High paper grading volume

Music Theory

Compensation: \$14,000/yr.

Elementary Ear Training and Sight Singing II Level C course,
(fall and spring)

Elementary Harmony I (fall only) Level C course

Counterpoint (spring only) Level C course

Total of six (6) contact hours weekly.

Music Business

Compensation: \$7500/yr.

Intro to Entertainment Law (fall only) Level B course

Entrepreneurship in the Arts (spring only) Level B course

Total of three (3) contact hours weekly.

D. **Minimum Rate.** The compensation rate set forth in sub-sections A and C above is a minimum rate and does not preclude the University from compensating any Employee at a rate above the minimum rate for any semester in its sole discretion. The University shall have the right to set the compensation for any Employee for any semester and for all courses as long as the rate of compensation is at or above

the minimum. *The rates set for any particular Employee for a particular course other than the minimum rate set forth above are not precedential and shall not bind the University to the same rate for other Employees teaching that course or other courses.*

- E. **Multiple Instructors.** When there is more than one Employee assigned to a standard course, the course compensation rate shall be divided among the Employees assigned to that course, as agreed to in writing in advance and signed by those Employees who shall provide a copy of the compensation agreement to the University no later than the date the class begins.
- F. **Participation in events and meetings and mandatory training.** Employees may voluntarily participate in University-wide events and activities, and when invited by the University, may participate in School, department or program-level meetings. The University shall have the right to require Employees to participate in training programs required by applicable law or regulation or University policy. All of the activities or training set out in this sub-section shall be without compensation.
- G. **Individual Changes/adjustments.** Except as provided in this Section, any changes/adjustments in the compensation rates for standard courses during the term of this Agreement shall be in the sole discretion of the University which shall give the Union 30 days advance written notice of any changes/adjustments to such rates when reasonably possible. No adjustment/change shall result in compensation below the minimum rate. The rate of compensation for a course(s) taught by current Employees (fall 2015-spring 2016), however, shall not be reduced as long as the employee teaches the same course(s) with comparable enrollment the next time the Employee is engaged to teach the course(s). If the employee is not engaged to teach any course for an academic year and is then rehired by the University, the University retains the right to set the compensation rate for each course as long as the rate is at or above the minimum. The initial rate for a new Employee hired after the first day of the contract and for those Employees re-hired after a break in service described herein shall not be reduced as long as the employee teaches the same course(s) with comparable enrollment the next time the Employee is engaged to teach the course(s). As used herein, the term “comparable enrollment” means an increase or decrease of 10% over the customary enrollment of the course.

If there is a 10% or greater decrease in enrollment in a course, the University can decrease the compensation rate for that course by 10%. Similarly, if there is a 10% increase or greater in enrollment in a course, the University must increase the rate of compensation for that course by 10%. The University and Employee can negotiate rates for combined sections and other situations as long as they are not below the minimum. This increase or decrease is measured against the traditional enrollment numbers. In a situation where there is a 10% decrease followed by a 10% increase, this does not mean that the increase is to the original rate - the increase has to be 10% from the traditional enrollment number not year over year.

H. **Professional Development.** During the term of this Agreement, the University shall provide \$10,000 for Professional Development. Employees may request money from this amount for reimbursement of reasonable costs for professional development activities related to teaching that are not otherwise compensated by the University. The individual maximum reimbursement per academic year shall be \$700 per Employee. This money shall be used solely for verified expenditures for professional development activities approved by the University in its sole discretion.

I. **Course Cancellation Payment.** The University shall pay an Employee a cancellation fee of \$300 if the University cancels the course at any time during the period from 21 calendar days prior to the date the course begins to 21 calendar days after the date of the first class of the course. If the course is cancelled on a date later than 21 days after the date the class begins, the cancellation payment shall be prorated based on the number of clock hours to credit hours taught. For summer courses, the cancellation fee shall be paid if the course is cancelled after the first full week of class.

J. **Benefits**

1. Health/Sports facilities: Employees shall have the same access to all sports facilities as the University provides to full time faculty, subject to the same access fees as are paid by full- time faculty.
2. Smart Benefits: Employees shall be eligible to participate in the Smart Benefits pre-tax commuting program on the same basis as full time faculty members.
3. Retirement Savings: Employees may make voluntary contributions to the University's 403(b) retirement savings plan. (Employees shall not be eligible for any contribution or match made by the University.)
4. Discount Purchasing Plan: Employees shall be eligible to participate in the discount purchasing program available to other University employees.
5. Flexible Spending Accounts: Employees shall be eligible to participate in any existing non-health insurance related medical expense flexible spending account and/or dependent care flexible spending account on the same basis as other University employees.
6. Medical and Wellness: Employees shall not be eligible to participate in any University medical/dental/vision insurance or wellness programs.

The benefits set forth in this section shall be those in effect from time to time during the term of the Agreement, and the University reserves the right to make changes in such benefit plans or eliminate them in its discretion as long as the changes or elimination also apply with equal affect to employees outside the bargaining unit who are eligible to participate in the benefit.

ARTICLE 7 – PAYDAY

- A. The University shall pay Employees on the University's regular payroll dates which are in effect during the term of this Agreement, provided that the Employee submits all

documentation or information required by the University for the processing of said payment in a timely manner to process payroll.

- B. The University shall provide an itemized pay stub, in paper or electronic form at the University's discretion.

ARTICLE 8 - ASSIGNMENTS, APPOINTMENTS AND RE-APPOINTMENT

- A. All appointments will be made by the Dean, or by another appropriate administrator of the University, following the recommendation of the Department Chair or Program Director. Normally, appointments shall be made for a semester or academic year and shall be limited in duration to the particular semester or academic year for which the faculty member is retained. However, the University shall retain the right to determine whether to hire an Employee for a limited duration of less than one semester in order to cover a sabbatical, leave of absence or for other legitimate reasons to meet departmental or program needs.
- B. Howard University shall notify the Employee of their course assignment(s), in writing.
- C. An Employee who is provided notice of course assignment(s) for a semester shall notify Howard University of the acceptance of the assignment(s) within two (2) weeks of receiving notice of assignment. Employees will be made aware of the relevant course schedule for each department in which they teach.
- D. When an Employee has been approved by the University to teach an assigned a course, the University shall submit the Employee's name to Enrollment Management.
- E. If an Employee's assigned course is cancelled due to lack of enrollment, the department or program shall promptly notify the Employee of the cancellation. In the case of course cancellation, the University shall reasonably consider appointing the Employee to teach an available course that the Employee is qualified to teach.
- F. Employees shall be given the opportunity to give input to the department on what courses s/he would like to teach. Employees shall have the ability to recommend new courses, programs or seminars to the department.
- G. An Employee's course assignment(s) will depend on the current and emerging needs of the department or program.
- H. Department Chairs or designees shall meet, on request, at a mutually agreeable time, with an Employee to discuss the Employee's qualification to teach other courses.
- I. Faculty members may consult with their department chair regarding available teaching opportunities for which the Employee may be qualified.

- J. When courses become newly available that require an Employee, or additional sections of existing courses are opened, the request for an Employee will be made based on the current and/or emerging needs of the department or program. Howard University shall in good faith consider appointing Employees who already teach at Howard University to such courses. When multiple sections of a course are assigned to multiple Employees and the department determines that one or more of those sections will be cancelled, the reassignment of the sections shall be based on the current and/or the emergent needs of the department or program.
- K. Nothing in this article shall mandate or preclude Employees from being offered courses that are added to the schedule.
- L. Employees who have previously taught a course for a minimum of two (2) calendar years and a minimum of four (4) times within a period of four (4) calendar years at the University will receive good faith consideration for appointment to teach the same course if it is offered by the University within one (1) calendar year of the most recent appointment, provided that the University intends for the course to be taught by an Employee.
- M. Re-appointment may be denied, reduced, or subsequently cancelled in the following circumstances:
1. Elimination or downsizing of a department or program, or a reduction in the number of courses or sections (hereinafter, "courses") offered in the applicable semester, but the impact shall be limited to the relevant course(s) taught by the Employee;
 2. Cancellation of a course(s) due to under enrollment, based on a predetermined standard for minimum enrollment, but the impact shall be limited to the relevant course(s) taught by the Employee;
 3. Elimination or decrease in courses due to changes in General Curriculum requirements or major or minor or program offerings, but the impact shall be limited to the relevant course(s) taught by the Employee;
 4. Poor performance by the Employee, as evidenced by the Employee's evaluation file as set forth in Article 12 (Evaluations), or the Employee's failure to correct a performance problem identified in an evaluation conducted pursuant to Article 12 (Evaluations) or by a Department Chair/Program Director or designee through prior discussion, provided that the Employee has been given a reasonable opportunity to demonstrate performance improvement and re-evaluated. If a faculty member is determined to be underperforming, the faculty member shall meet with the department chair to jointly develop a performance improvement plan. Upon successfully meeting the performance measures outlined in the plan, the faculty member shall be eligible for a resumption of their teaching responsibilities.

5. Discharge or serious misconduct or neglect of duties resulting in a suspension or written reprimand in accordance with Article 14 (Discipline and Discharge).
 6. Or for any other reason where the Employee has comported her/himself in a manner that reflects unfavorably on the Employee or the University, that results in the Employee being no longer qualified to teach, In the University's reasonable discretion.
- N. Student evaluations alone shall not be used as the exclusive basis to deny, reduce, or subsequently cancel an appointment or reappointment.

ARTICLE 9 - ACCESS TO SERVICES – DEPARTMENTAL SUPPORT

- A. Employees will have access to supplies, materials, technologies and other available resources for teaching the course, before the beginning of the course.
- B. New Employees will be invited to the new faculty orientation at the beginning of the academic year, where they will be introduced to select policies and procedures necessary to do their jobs. Additional orientation will be scheduled at the department level.
- C. The department shall make available to Employees pertinent information about the course the Employee is teaching, including course syllabus and study materials available from previous years and previous syllabi, if available.
- D. If supplies, materials and/or software agreed to be needed to teach a course are unavailable, the Employee shall seek authorization from the department or program chair before incurring any expense. If the Employee is authorized in advance by Howard University to purchase supplies, materials and/or software for a course, he/she will promptly submit a receipt or other documentation of the expense for processing a reimbursement.
- E. All proposed course-related field trips must be approved in advance by the relevant department or program chair, and if approved, Employees must abide by all applicable guidelines and policies related to such field trips. Upon prior written approval by the department or program chair, Howard University shall generally make direct payment to the institution, facility or company to cover the cost of field trips and similar expenses directly related to the course curriculum. Examples of such field trips may include, but are not limited to, visits to galleries and museums, performances, concerts, movies, plays, and readings. If an Employee receives written authorization to cover the costs of the approved field trip or similar expenses, he/she will be reimbursed within a reasonable time period upon submission of a receipt or other documentation of the expense.
- F. To the extent available, Employees shall have reasonable access in the Department to computers with internet access, printers, photocopying, and tech support for course related work. Employees who teach after 5 pm and on weekends will have access to office facilities and services in order to prepare for classes.

- G. Employees shall be provided with individual mailboxes in each department to receive student papers, campus and other related mail.
- H. Employees shall have access to University email.
- I. Employees shall have access to University space to prepare for class, and to meet with and advise students, including private space when necessary.
- J. Employees shall have access to library services for the term of their appointment, and will not lose such access between semesters, unless notified of non-reappointment pursuant to Article 8 (Assignments, Appointments and Re-Appointment).
- K. Employees will be welcome to participate in available training and/or guidance in teaching methods and grading center, curriculum development, assistance in understanding the learning styles and expectations of Howard University student body provided by CETLA and through the University Faculty Development Workshops.

ARTICLE 10 - ACADEMIC FREEDOM AND PART-TIME FACULTY RIGHTS

- A. Employees shall be included in Howard's Academic Freedom Policy.
- B. All departmental expectations on course curricula, teaching and grading responsibilities, student outcome expectations, and student assignments, shall be made available in writing to the Employee before the beginning of the course.
- C. Employees will endeavor to ensure students are in compliance with the University's policy on plagiarism and the Student Code of Conduct contained in the Student Handbook. When an Employee brings evidence of plagiarism and/or other violations of the Student Code of Conduct to the respective Department Chair, the established process with respect to such allegations shall be followed.

ARTICLE 11 - ACCESS TO THE ACADEMIC COMMUNITY

- A. Orientation shall be provided for part-time faculty. Orientation shall include information on departmental and University-wide policies and procedures related to teaching, student affairs, and human resources. Employees shall be invited but not required, where appropriate, to attend departmental meetings and activities, shall be invited to participate in departmental committee meetings and shall be invited to participate in departmental and college-wide activities
- B. Employees shall have access to information on grants, and other funding opportunities. Unless excluded from a funding source, Employees shall be eligible to apply for scholarship, artistic endeavors, and/or excellence in teaching, and other resources on the

same basis as full-time faculty members. Howard University shall include Employees on all University-wide communications to the academic community.

ARTICLE 12 - EVALUATIONS

- A. The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards.
- B. All Employees shall be evaluated at least once every two (2) academic years of appointment.
- C. Student feedback will not be used as the sole basis to evaluate a Employee's performance.
- D. The expectations of the Employee and available information about a course including syllabi, course goals and objectives will be provided to the appointed Employee by the department chair or designee, prior to the beginning of the course.
- E. The department will maintain an evaluations file for each Employee. The Employee may examine and make copies of the file upon reasonable request.
- F. Composite evaluations of Employees will be based on student evaluation, classroom observation, a review of the syllabus and course materials, department chair's evaluation, and evidence of Employee's scholarship or professional/artistic or other achievements in their field. Employees may submit additional supporting materials to demonstrate teaching effectiveness on an ongoing basis.
 - 1. Student evaluations will be conducted for each course, except for an independent study or dissertation or similar course, in accordance with Howard University policy.
 - 2. The Employee may, if he/she chooses, submit a written response to the student evaluations.
- G. Classroom observation(s) shall be undertaken for purposes of this evaluation.
 - 1. The time and date of the observation shall be designated in advance by mutual agreement between the Evaluator and the Employee. There may also be unannounced classroom observations for the purpose of evaluation.
 - 2. If the Employee feels the Evaluator is not qualified to evaluate them, the Employee may request an alternative Evaluator.
- H. The Evaluator will prepare a written evaluation report after the classroom observation, review of evaluation materials, and when the student evaluations are made available to the Evaluator. A copy of the evaluation will be made available to the Employee. The Evaluator will meet with the Employee in a timely manner to discuss the Employee's

performance and opportunities for improvement. An Employee may write comments on the performance evaluation form before the evaluation becomes a part of the faculty member's file. Employees may request additional classroom observations, no more than once a semester, at any time between evaluations. Written feedback from additional observations will be made available to the Employee within a reasonable period of time after the classroom observation. The process followed in paragraphs G will apply.

The University will notify an employee of concerns about an employee's performance as soon as reasonably possible after a department chair or equivalent academic unit administrator is made aware of such concerns. The University shall notify the Employee of the alleged performance and give the Employee clear guidelines on how to rectify the issue.

ARTICLE 13 - ADVANCEMENT

- A. Howard University shall provide to Employees a copy of the Howard University Faculty Handbook and the assigned school/college shall provide Employees with a copy of the Appointment, Promotion and Tenure Manual. Both documents shall be accessible online.
- B. If an Employee who has completed two (2) semesters applies for a full-time position at Howard University and does not meet the criteria for an interview, the said Employee may ask for feedback from the Department Chair or chair designee about the application process and opportunities for professional development that could potentially strengthen his or her candidacy for future full time faculty opportunities.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

- A. The University reserves the right to discipline or discharge an Employee during the term of an appointment for reasons of just cause. The Employee may grieve such discipline or discharge through the provisions of Article 15 (Grievance and Arbitration). Just cause shall mean that there is a reasonable basis for the University's action, supported by substantial evidence, which the University reasonably believes to be true, and which is not based on arbitrary, capricious or illegal reasoning, and the discipline is commensurate with the seriousness of the alleged infraction and other surrounding circumstances.
- B. An Employee may be accompanied by a Union representative starting at Step 2 of the grievance procedure, except that an Employee may be accompanied by a Union representative at any investigatory interview that the Employee reasonably believes may result in disciplinary action, including at Step 1 of the grievance procedure.

ARTICLE 15 - GRIEVANCE AND ARBITRATION

- A. A grievance within the meaning of this agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this agreement. A prompt and efficient method of settling grievances, as herein defined, is

both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this agreement. Moreover, notwithstanding the availability of the formal procedures of this article, it is agreed an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and Howard University.

B. An aggrieved Employee or the Union shall present a grievance within twenty-one (21) working days of its occurrence or discovery. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this agreement at issue, and the relief requested.

C. The following steps shall be followed in the processing of grievances:

Step 1. The Employee shall file the grievance with his/her Department Chair or Program Director within twenty-one (21) working days of its occurrence or discovery. If the grievance is not resolved satisfactorily within ten (10) working days thereafter, the grievance may proceed to Step 2. Furthermore, while the Employee and Howard University are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the Employee's behalf at Step 2, provided it is so initiated within the twenty (20) working days specified in paragraph B above. In the event an individual Employee and Howard University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this agreement.

Step 2. Union may file the Step 2 grievance with the Dean of the appropriate School or his/her designee within fourteen (14) calendar days of receipt of the Step 1 response, or within fourteen (14) calendar days of the deadline for the Step 1 response if none was received. A grievance involving the discharge of an Employee or a grievance on behalf of a group of Employees may be filed by the Union at Step 2. If the grievance is filed within the time limits, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. If the Dean or his/her designee fails to respond within twenty-one (21) calendar days of the meeting, the grievance may proceed to Step 3.

Step 3. A grievance not resolved at Step 2 may be appealed within fourteen (14) calendar days of the conclusion of Step 2. If the grievance is not resolved at this meeting, the Provost or his/her designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. A grievance against a Dean may be filed by the Union at Step 3. Additionally, as to any other grievance, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

Step 4. Arbitration Demand. If a settlement is not effected in the grievance procedure outlined above, and the grievance is subject to arbitration under this Agreement, then the Union may file a demand for arbitration with the University and Federal Mediation and Conciliation Service in accordance with this Article. Such demand shall be filed within

twenty-five (25) calendar days of the delivery of the written response in Step 3. If the Union does not file the demand for arbitration within this time period, the grievance shall be deemed waived and shall not be subject of further discussions or appeal through arbitration.

- D. If a Employee must miss a class because he/she is required to attend an arbitration, there will be no loss of compensation from Howard University for that Employee . The Employee shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor. Such replacement approval shall not be unreasonably denied.
- E. All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.
- F. The decision of the arbitrator shall be final and binding on the parties.
- G. The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and Howard University.
- H. Arbitration. The Union shall submit a request for a list of arbitrators with the Federal Mediation and Conciliation Service at the same time as the filing of the demand for arbitration. The Union shall include the University's Office of General Counsel as the University contact on this request. The arbitrator shall be appointed by the Parties from a list supplied by the FMCS and in accordance with the FMCS procedures and time limits for selecting arbitrators. All the names on the list must be members of the National Academy of Arbitrators. The arbitrator will be selected from the list by the Parties alternately striking one name each. The Parties shall alternate making the first strike. The person whose name remains on the list shall be designated as the arbitrator. Each Party has a right to request a new list once per arbitration. The arbitrator so selected shall not have the jurisdiction or authority to add to, take from, nullify or modify any of the terms of this Agreement. The arbitrator's award shall be final and binding upon the parties.

ARTICLE 16 - LABOR MANAGEMENT COMMITTEE

- A. Establishment. There will be a joint Labor Management Committee (the "Committee") to engage in discussions concerning items of importance to the Employees as set out in this Article.
- B. Composition. The Committee shall consist of up to five (5) representatives designated by the Union ("Union Representatives") and five (5) representatives designated by the University ("University Representatives"). Union staff member shall be permitted to attend and contribute to the meeting.

- C. Not in Pay Status. Union Representatives shall not be paid by the University for time spent during meetings or preparation for meetings of the Committee.
- D. Purpose. The Committee shall consider and make recommendations to the University and the Union on matters of general importance to the Employees including but not limited to: curriculum, working conditions, health and safety, class size, professional development, promotions, governance, space and facilities and resources available to the Employees. Union and University Representatives shall suggest agenda items in writing to each other no later than two (2) weeks prior to each meeting.
- E. Limitations on Authority. The Committee shall not have any authority to make changes to this Agreement, commit resources or money of the University, or coordinate about an agreement reached but not implemented. The Committee shall not be a substitute for collective bargaining negotiations between the Parties or the grievance procedures in this Agreement.
- F. Meetings. The Committee shall meet one (1) time per semester (fall and spring) and at such other times as is agreed upon by all members.

ARTICLE 17 - NON-DISCRIMINATION

- A. Compliance. The University and the Union shall comply with the provisions of all applicable federal, state and local laws and University policies (in effect from time to time during the term of this Agreement) forbidding discrimination and harassment against or in favor of any Employee on account of race, color, religion, national origin, sex, age, personal appearance, sexual orientation, gender identity or expression, political affiliation, family responsibilities, disability, familial status, marital status, or veteran status, union membership or non-membership status and/or union activity or refusal to engage in such activity, unless provided for in this agreement. Protected categories in place as of the effective date of this agreement shall remain in effect for the duration of this agreement.
- B. Accommodations. The University shall have the right to take action it deems necessary to reasonably accommodate Employees with a disability or entitled to accommodation on account of religious beliefs as defined by law.
- C. Exempt from Grievance Process. Alleged violations of this Article shall not be subject to any grievance right or procedure contained in this Agreement. Nothing in this agreement shall preclude a faculty member from exercising his or her recourse rights under federal or local laws.

ARTICLE 18 - HEALTH AND SAFETY

Howard University and the Union are committed to providing a safe working environment for all faculty members. To that end, the Labor Management Committee (as provided for in Article 16) shall be responsible for considering and making recommendations on health and safety issues as they arise, in addition to its other duties. Howard is committed to maintaining a safe learning environment for faculty and students. The University further agrees to make all aware of the University's policies and procedures with respect to campus safety and threat assessment and to enforce such policies and procedures in good faith.

ARTICLE 19 - PERSONNEL FILES

- A. With reasonable advance notice to the Provost, an Employee may review his/her personnel file by appointment with Howard University's Human Resources Department. Upon his/her request the Employee will be given a photocopy of any item(s) in such file(s).
- B. With the written approval of the Employee, a Union representative may be present at the review and examine the documents.

ARTICLE 20 - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this agreement that the sections, paragraphs, sentences, clauses and phrases of this agreement are subject to applicable law, and are separable. If any part of this agreement is found to be invalid because of a conflict with applicable law or to give rise to a reporting obligation to the U.S. Department of Labor, such invalidity or reporting obligation shall not affect the remaining parts of this agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE 21 - TERM OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2015 through June 30, 2017, and thereafter shall continue in effect unless notice of a desire to modify or terminate the agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the agreement, the agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the agreement, at least ninety (90) days thereafter.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2016.

SEIU LOCAL 500

HOWARD UNIVERSITY

| [4846-2236-3959, v. 14822-2689-0039, v. 1](#)