

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**HOWARD UNIVERSITY (NON-TENURE LINE FACULTY)
AND**

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500

Effective January 1, 2022 – December 31, 2024

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE I - RECOGNITION AND BARGAINING UNIT DESCRIPTION 1
ARTICLE II - UNION SECURITY AND CHECK OFF 1
ARTICLE III - MANAGEMENT'S RIGHTS 3
ARTICLE IV- NO STRIKE/NO LOCKOUT 4
ARTICLE V - UNION RIGHTS 5
ARTICLE VI - UNIVERSITY POLICIES..... 6
ARTICLE VII - ACADEMIC FREEDOM AND FACULTY RESPONSIBILITY 6
ARTICLE VIII - PAYDAY 6
ARTICLE IX - PROFESSIONAL ETHICS AND CONDUCT..... 7
ARTICLE X - CORE RESPONSIBILITIES: TEACHING AND SERVICE..... 8
ARTICLE XI - APPOINTMENTS..... 10
ARTICLE XII - APPOINTMENT/REAPPOINTMENT EVALUATIONS..... 13
ARTICLE XIII – COMPENSATION 17
ARTICLE XIV - DISCIPLINE AND DISCHARGE..... 18
ARTICLE XV - GRIEVANCE AND ARBITRATION..... 19
ARTICLE XVI - LABOR MANAGEMENT COMMITTEE 21
ARTICLE XVII - NON-DISCRIMINATION 21
ARTICLE - XVIII HEALTH AND SAFETY 22
ARTICLE XIX - PERSONNEL FILES 22
ARTICLE XX - SAVINGS CLAUSE..... 22
ARTICLE XXI - TERM OF AGREEMENT 22

PREAMBLE

This collective bargaining agreement ("Agreement") is entered into by Howard University ("Employer" or "University") and Service Employees International Union, Local 500 ("Union"), and includes the agreement of the parties on standards of wages, hours, and conditions of employment.

All references to "days" in this Agreement mean calendar days, excluding weekends, holidays, and campus closures, unless otherwise specified.

The word "Employee" in this Agreement means bargaining-unit employee as specified in the Recognition provision of this Agreement.

ARTICLE I - RECOGNITION AND BARGAINING UNIT DESCRIPTION

- A. Subject to the exclusions set forth below, and pursuant to the Certificate of Representation issued by the National Labor Relations Board in Case 05-RC-208474, Howard University hereby recognizes the Union as the sole and exclusive collective bargaining representative of all full time Employees employed by the University at its Washington, DC campus appointed to non-tenure track positions (i.e. positions for which they will not be considered for tenured appointments following a probationary period) who hold any of the following titles or status: Temporary status, Career Status, Lecturer, Instructor, Career Status Master Instructor.
- B. Included employees shall be referred to herein as "Employees", Full-Time Lecturers, or Career Status Instructors/Career Status Master Instructors.
- C. Excluding: all tenured faculty, tenure-track faculty, visiting faculty, contract faculty, adjunct faculty, faculty whose primary responsibilities include clinical supervision and who are required to maintain professional licenses, faculty in the schools of Nursing and Allied Health Sciences, Dentistry, Medicine, Pharmacy, Divinity, Business, and Law; deans, provosts, administrators, program directors, department chairs, associate department chairs, employees teaching non-credit courses; and all other employees of the University, including managers, confidential employees, guards and supervisors as defined by the Act.

ARTICLE II - UNION SECURITY AND CHECK OFF

- A. It shall be a condition of employment that all Employees covered by this Agreement shall, no later than thirty-one (31) days after the date of their initial appointment as an Employee covered by this Agreement or after the ratification of this Agreement, whichever is later, become and remain members in good standing of the Union, or pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union in accordance with applicable law, as a percentage of full dues uniformly required to be paid by those who choose to become members of the Union.

- B. The Union may request that an Employee who fails, as required by this Agreement, to join the Union and maintain membership in the Union or pay an agency fee, be dismissed. If the Union makes such a request, the University shall comply, to the extent permitted by law. Prior to any dismissal, the Employee shall be offered an opportunity to – within 30 days following notification from the Union to the University – pay the required dues, initiation fees, and/or representation fees that have not been tendered. If the Employee fails to pay within that time period, and if the Union provides documentation of such failure to the University, the University shall dismiss the Employee, provided, however that no such dismissal shall take effect during a semester in which the Employee is teaching a course or courses. Provisions of the Faculty Handbook regarding Notice of Non-Reappointment shall not apply to non-reappointments or terminations that are pursuant to this Article.
- 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 University 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 University harmless from any claims, suits, judgments, attachments, actions, or proceedings by an Employee arising from deductions made by the University hereunder or from the enforcement of this Article.
- D. The University 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 University shall deduct from an Employee's wages a sum of dues and/or fees owed to the Union and authorized under the federal labor law, provided the Employee has furnished the University a written authorization to deduct money from the Employee's pay in accordance with applicable law. The Union shall provide to the University dues check off cards for the authorization of this payroll deduction. The Union must submit said authorizations to the Office of General Counsel and the authorizations must have been executed no earlier than twelve (12) months prior to the date(s) that the cards are delivered to the Office of General Counsel. The authorization may be in electronic format, provided that it is unambiguous and the intent of the employee is clear.
- F. The Union shall be responsible for obtaining executed written, electronic dues deduction authorizations from all Employees. The University 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 supplying the Union with the contact information of the Employee upon request from the Union. The Union shall submit to the University Dues/Fees deduction authorization cards voluntarily completed by the Employee within 30 days of the execution of the card. The University shall process the deductions and remit the dues and/or fees through electronic transfer of funds to the Union or its duly authorized representatives not later than thirty (30) working days after each payday, along with an accompanying list that indicates the identification of

employees for whom the deductions have been made.

- G. In the event no earnings or wages are due to the Employee on the applicable pay date, the University 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. Employees shall be free to revoke dues check-off authorizations at any time by notifying the Union and the University's Payroll Department with a copy to the University's Office of General Counsel. It is understood that the revocation of check off authorization does not relieve the employee of their dues/agency fee obligations under this agreement.
- H. At the same time as the University remits all deductions for union dues or representation fees and COPE, the University will also provide the following information:
- Name and employee I.D. number;
 - Salary and earnings that the dues or other fee deductions is based on;
 - Month the deduction is based on;
 - Separately listed dues, fees, and COPE deductions; and,
 - If applicable, a reason dues are not deducted.

ARTICLE III - MANAGEMENT'S 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, including the number of courses taught by Employees;
 - 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;
 - Establish, maintain and modify faculty governance procedures for the University;
 - Determine student admissions and the number of students in a course;
 - Cancel courses to be taught by Employees;
 - Determine whether a course shall be taught by an Employee or non-bargaining unit individual;
 - Create, expand, reduce and eliminate departments, programs, major and minor courses of study and determine the curriculum of each course;
 - Introduce new methods of instruction;
 - Establish training requirements and standards for Employees;

- 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;
 - Determine the method by which courses will be delivered;
 - 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 whether or not to renew a contract or engagement with an Employee in its sole discretion;
 - Determine individuals selected for appointments and reappointments in its sole discretion;
 - Implement reductions in force or layoffs for lack of work or furlough employees for, financial or any other reason;
 - 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;
 - To modify, terminate or otherwise change any past practice regarding Employees unless such past practice is specifically codified in this Agreement;
 - 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.

ARTICLE IV- NO STRIKE/NO LOCKOUT

- A. During the term of this Agreement, or any extension thereof, the Union agrees that it will not call, instigate, ratify, condone, engage or participate in, encourage, approve or endorse, nor will it permit any Employee to call, institute, ratify, engage or participate in, any strike, sympathy strike, sit-down, slow-down, demonstration that interferes with or disrupts the normal operations of the University as a result of the Union or Employee's actions, withholding of or delaying any grades, academic evaluations, or other require documents as a form of concerted activity (as defined under the National Labor Relations Act), or any other interference with or stoppage or work by Employees. Any Employee engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. An Employee so disciplined or discharged can grieve that action under the

Grievance and Arbitration provision, but the arbitrator's only authority is to determine if the Employee engaged in any conduct prohibited by this Article.

- B. In the event any Employee violates the provisions of Section a, the Union shall immediately use every means at its disposal to persuade Employees who participate or engage in any such action to cease such action and return to full, normal, and timely work, including the distribution to the Employees and the University twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.
- C. The University agrees that it shall not lock out any of the Employees covered by this Agreement during the term of this Agreement or any extension thereof.

ARTICLE V - UNION RIGHTS

- A. Upon reasonable advance notice to the Office of General Counsel and the Office of the Provost in writing, up to two representatives of the Union shall have reasonable access to the University'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 may request access to available meeting space on campus for the purpose of conducting Union business with members of the bargaining unit by submitting a written notice requesting such access to the Office of General Counsel and the Provost. Meeting space shall not be available during periods of designated closure of the University, and the request if timely made, shall not be denied unreasonably.
- C. The University shall recognize a reasonable number of specific Employees designated by the Union, as "workplace leaders." Said Employees may, with the consent of the Union, adjust grievances, process disciplinary appeals, meet with a grievant or with the University and attend to other matters reasonably necessary for the administration of this Agreement and when authorized by the Union to do so. All such activities shall occur during the non-working time of both the "workplace leaders" and those employees with whom they are dealing. Within two weeks of the start of each semester or designated term, the Union shall provide the University with a written list of its designated workplace leaders to the Office of General Counsel. The Union agrees to promptly notify the Office of General Counsel of any changes to its designated workplace leaders.
- D. The Union shall, upon reasonable advance written request to the Office of the General Counsel, be provided with up to 30 minutes on the agenda of Employee orientation meetings.
- E. The University shall furnish a bulletin board at each School or College covered by this Agreement, which shall be placed in accessible locations designated and provided by the University, 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 University will also monitor inappropriate or outdated material and request, if necessary, its removal. The Union agrees to remove within three (3) business days of notice by University any materials that contain profanity, defamatory statements, personal messages, and any other inappropriate materials.

ARTICLE VI - UNIVERSITY POLICIES

Employees are subject to all University employment policies and handbooks, including the Faculty Handbook. If a provision of a University's policies or handbooks (including the Faculty Handbook) conflicts with a specific term of this Agreement, the terms of this Agreement shall apply in that instance. The University reserves the right to change or modify the policies and terms in its Faculty Handbook from time to time during the term of this Agreement.

ARTICLE VII - ACADEMIC FREEDOM AND FACULTY RESPONSIBILITY

- A. Employees shall be entitled to academic freedom on the same basis as all other faculty members involved in teaching or scholarship at the University. Disputes involving academic freedom shall be resolved through the process outlined in the Faculty Handbook, except in cases involving disciplinary action or discharge, in which cases the Grievance and Arbitration provision of this Agreement shall be the sole means of addressing the alleged violation.
- B. In speaking and writing outside the University, an Employee shall not attribute the Employee's personal views as those of the University, unless expressly authorized to do so, in writing, by the University's Office of Communications.
- C. Employees are designated as "Responsible Employees" under the University's Title IX Policy. Therefore, all Employees have an affirmative obligation to report any information regarding possible violation of the University's Title IX Policy to the Title IX Director. Failure to fulfill such reporting obligations may result in discipline, up to and including suspension or termination. Employees are protected against retaliation for reporting possible violations pursuant to the Title IX Policy.

ARTICLE VIII - PAYDAY

Employees shall have access to their pay-stubs and other pay information via WorkDay or other University designated resource.

ARTICLE IX - PROFESSIONAL ETHICS AND CONDUCT

- A. As members of a learned profession and the University community, Employees have special ethical obligations. These ethical standards are the repository of what experience has revealed regarding how scholars can live together to the best advantage of the academy and the larger community. Employees are required to maintain the highest standards of honesty, integrity, professionalism, and ethical behavior and conduct in carrying out their roles and responsibilities as members of the Howard University faculty.
- B. Employees shall adhere to all local, state, and federal laws and regulations, as well as Howard University policies and procedures. Federal laws relevant to higher education include, but are not limited to, Family Educational Rights and Privacy Act (FERPA), the Americans with Disabilities Act (ADA), the Rehabilitation Act, the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972 (Title IX), the Family and Medical Leave Act of 1993, and the National Labor Relations Act. Applicable University policies include, but are not limited to, the Employee Handbook, the Code of Ethics and Conduct, the Equal Employment Opportunity (EEO) policy, the Title VII policy, the Title IX policy, and all other applicable policies listed on the University's policy website.
- C. Employees shall comply with any codes of conduct or ethics of professional associations or societies to which they belong. These include, but are not limited to, any established code regulated by the Department of Health for those licensed as health professionals in the District of Columbia and any other jurisdiction in which they hold a professional license. Employees are encouraged to report suspected violations of federal laws. Retaliation against any Employee who reports unlawful conduct is strictly prohibited.
- D. The University may require appropriate training and educational opportunities regarding compliance with applicable laws, rules, and regulations.
- E. Employees must conduct themselves professionally at all times. Prohibited conduct includes, but is not limited to:
 - 1. Violation of the University's policies related to harassment, discrimination, Equal Opportunity, FERPA, and Title IX;
 - 2. Violating University policies related to drugs and alcohol;
 - 3. Violence or threats of violence;
 - 4. Abusive behavior directed to employees, students, or visitors;
 - 5. Academic dishonesty;
 - 6. Violating University policies regarding conflicts of interest;
 - 7. Possession of weapons;
 - 8. Insubordination
 - 9. Poor Performance; and
 - 10. Violation of any other University policy or procedure

ARTICLE X - CORE RESPONSIBILITIES: TEACHING AND SERVICE

Appointment to the faculty of Howard University carries with it instructional responsibilities as follows:

A. Lecturers in this bargaining unit serve in an instructional capacity only as outlined in subsections 'b', 'c' and 'd' below without any expectation of service. Master Instructors/Career Status Instructors are primarily responsible for instruction as outlined in the subsections below and, additionally, are expected to engage in the scholarship of teaching and learning, which does not oblige them to conduct original research or disseminate their findings in peer-reviewed publications. If a bargaining unit faculty member is offered service duties to perform, the University may offer either a course reduction or additional payment for the performance of such work. The bargaining unit faculty member shall have the right to accept or reject the offer of service duties without suffering any negative impact on their employment status or other adverse repercussions.

B. Teaching and Related Responsibilities

Employees shall pursue teaching excellence during employment by the University. Teaching excellence includes, but is not limited to, the following specific responsibilities:

1. To have a firm command of their subjects and keep abreast of new developments in their discipline.
2. To employ teaching strategies which promote the learning process and effectively communicate the relevant subject matter.
3. To instruct classes, conduct lab and discussion sessions, and fulfill other instructional responsibilities with students at the scheduled time and place, in a manner consistent with curricular objectives.
4. To receive appropriate University-approved certification and training and receive approval from the appropriate department chair and/or dean prior to offering or teaching on-line or distance-learning courses.
5. To provide each student with a written or electronic copy of the course syllabus or a course guide summarizing the objectives and requirements of the course, the required textbooks or other sources to be used, and the applicable attendance and grading rules.
6. To establish and adhere to weekly office hours.
7. To be responsive to student needs.
8. To comply with any and all reasonable accommodations provided to students as determined by appropriate University officials in accordance

with applicable laws and regulations, including, but not limited to, the ADA, the Rehabilitation Act and Title IX.

9. To timely evaluate all student work with impartiality and complete and submit grades in accordance with the schedule of due dates announced by the Office of the Registrar.
10. To refrain from unlawful discrimination based on race, color, religion, national origin, sex/gender, sexual orientation, disability, age, gender identity, gender expression, non-conformance with gender stereotypes, appearance, political beliefs, veteran status, family status and responsibilities, marital status, genetic information, unemployment status, or any other characteristic protected by Federal and/or District of Columbia law.
11. Remain sensitive to the harmful consequences of professorial or student conduct that perpetuates harmful stereotypes or invidious prejudices.
12. To engage in continuous self-evaluation of and continuous improvement in teaching skills.
13. To respond to student questions and to assist cooperatively with University responses and resolutions to student grievances including participation in grievance meetings and hearings.

Failure to abide by and uphold these specific responsibilities may result in disciplinary action including, but not limited to, suspension or termination.

C. Student Advising

Each Employee shall have additional instructional responsibilities to act as an advisor to students, both as a mentor for class performance and student research projects at the undergraduate or graduate levels. In addition, Employees shall serve as a mentor for career plans, larger educational, or career goals. (including preparing letters of recommendation); and assist students with navigation within the campus environment, and provide support with campus resource identification and utilization.

In performing this advising function, Employees should make every reasonable effort to ensure that the information they transmit is timely and accurate.

D. Office Hours and Availability

Employees shall establish and adhere to weekly office hours throughout each semester or designated term. During such office hours, Employees must be available to advise students throughout the academic year. While Employees should take full advantage of available technology for purposes of advising students, they must also make themselves available on campus for in-person office hours and student advising, unless such presence poses a reasonable health

risk to the faculty member or student. If requested, the Employee will provide the employer with ascertainably objective evidence that the Employee's presence on campus poses an immediate threat of harm to employee health or safety.

Each Employee shall list office and online conference days and hours on every course syllabus. Within two weeks of the start of classes each semester (including summer session), Employees shall provide written notification of office hours to the chair or associate dean of their school or college. Such notification shall include:

1. The name of the course(s) which the Employee is teaching during the relevant semester;
2. The days and times of the course instruction;
3. The days, times, and locations of the Employee's office hours during the semester; and
4. Documentation reflecting that the Employee has communicated the Employee's office hours to students in the courses being taught.

In person, and if applicable as a result of the environment, virtual office hours are subject to the approval of the chair or associate dean of the faculty member's school or college. Such approval shall not be unreasonably denied. The chairs/deans have the right to continue to set the minimum requirements for office and virtual office hours, and an Employee cannot attempt to set hours in conflict with those minimums. A denial of such a request will not be unreasonable.

E. Regular Teaching Load

The regular teaching assignment for a Lecturer shall be no more than four (4) courses per semester. The regular teaching load for a Career Status Instructor or Career Status Master Instructor shall be no more than three (3) courses per semester. Any additional courses offered to teach and accepted by the Employee shall be paid as overload courses.

ARTICLE XI - APPOINTMENTS

A. Progression and Terms of Appointment:

Employees will initially be appointed to a Lecturer position with a one-year appointment. If the Employee performs satisfactorily and shows promise of continued improvement in teaching, the Employee shall be offered a two-year appointment. After the two-year appointment, if the Employee continues to perform satisfactorily and show improvement in teaching, the Employee shall be offered an additional two-year appointment. If an Employee is either denied a career status position after applying before the end of the fifth (5th) year of full-time teaching or does not apply for such a position, and the Employee continues to perform satisfactorily, the Employee will be offered a final two-year appointment as a full-time Lecturer. The additional appointments described herein shall also be subject to the criteria set out for non-tenured reappointment in Section C below. Except for appointment to Career Status Instructor/Master Instructor, there shall be no right to reappointment beyond the final two-year appointment set forth in this Section.

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The University has the right to initially appoint an Employee to a one semester Full Time Lecturer position depending upon operational needs. Thereafter, the progression in this sub-section shall apply.

Satisfactory performance will be based on the Employee's evaluation consistent with Article -XII - - Evaluations.

- B.** After competing three (3) years of full-time teaching but before the end of the employee's fifth (5th) year of full-time teaching at the University, the Employee may apply for the following positions:

1. **Career Status Instructor**

Career Status Instructors must possess appropriate academic or professional qualifications and demonstrate promise of excellent teaching. Career Status Instructors are expected to plan and conduct courses with little or no supervision. Evidence of promise in research is desired.

2. **Career Status Master Instructor**

Career Status Master Instructors serve exclusively in COAS, COFA or the School of Communications. Career Status Master Instructors possess special teaching abilities or talents and are primarily responsible for instruction; they must possess appropriate academic or professional qualifications and demonstrate excellent teaching. Career Status Master Instructors are expected to engage in the scholarship of teaching and learning. Master Instructors are expected to help students enrolled in foundational academic disciplines to acquire the skills necessary for future academic success.

If an Employee's application for appointment to Career Status Instructor or Career Status Master Instructor is denied, the Employee may re-apply for appointment to the relevant position one (1) year after her/his prior application date but no later than the fifth (5th) year of service.

C. Appointments for Lecturers to Non-Tenured Renewable Appointments (Career Status Instructor/Master Instructor)

1. **Non-Tenured Renewable Term Appointments:** Non-Tenured Renewable Term appointments are awarded by the Board of Trustees in their sole discretion and only upon the recommendation of the President. Non-Tenured Renewable Term appointments may be awarded to Employees meeting the criteria established by the School or College in which the Employee is a member, after receiving positive evaluations and recommendations from the appropriate Appointments, Promotion, and Tenure ("APT") committees, the Department Chair (in schools and colleges with departments), the Dean, the Provost, the President, and being approved by the Board of Trustees in its discretion. Employees who meet the criteria may be recommended for reappointment every three years by the

appropriate APT committees, the Department Chair (in schools and colleges with departments), the Dean, the Provost, and the President. Non-Tenured Renewable Term appointments may be terminated or not renewed for just cause, financial exigency, program or operational changes, or a recommendation for nonrenewal by the appropriate APT committees, Department Chair (in schools and colleges with departments), the Dean, the Provost, or the President. No Employee shall receive Career Status by default or based solely on evaluations. All recommendations are within the discretion of the person or committee providing the recommendation

a. Appointment to Career Status Instructor: In addition to the criteria described in Section B of this Article, appointment to a Career Status Instructor position specifically is based on educational achievement and outstanding instructional effectiveness appropriate to the Employee's discipline and fields of specialization. Instructional effectiveness will be based on the Employee's evaluation consistent with Article XII - Evaluations.

b. Appointment to Career Status Master Instructor: Appointment to a Career Status Master Instructor position shall only apply in COAS or the School of Communications specifically and the appointment is based on educational achievement and outstanding instructional effectiveness appropriate to the Employee's discipline and fields of specialization. Instructional effectiveness will be based on the Employee's evaluation consistent with Article XII - Evaluations.

D. Appointment Process

1. The decision to initiate an appointment of a new career status/master instructor position shall be made by the Department Chair, in consultation with the tenured faculty of the department. This decision may be based on issues such as current and projected course demand, curricular modifications, and the budget for the Department. The Chair cannot appoint more than 30% of the number of full-time faculty positions as career status instructors/master instructors. Before the appointment process commences the decision of the Department Chair is subject to review and approval, based on such factors as those listed above, of the Dean, and the Provost. The decision of the Provost is final.
2. A Department Chair may request an increase of the 30% cap on career status instructors/master instructors. This request should be sent to the Dean and should include a justification for the request. The Dean will make a recommendation to the Provost to approve or not to approve the increase in the cap. The Provost will evaluate the request and communicate the decision to the Dean. The decision of the Provost is final.
3. Employees shall receive, in writing, a description of the responsibilities, duties and expectations of their appointment before the appointment begins. Employees shall

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be notified of any changes to their responsibilities, duties, and expectations prior to the commencement of the classes to which the faculty member is assigned. Upon request, the Department Chair or Associate Dean (in schools and colleges without departments) will discuss substantive changes to the Employee's responsibilities, duties, and expectations.

4. Employees shall receive notice of renewal/non-renewal of their appointment in writing no later than May 1 for non-renewals, absent extenuating circumstances which may make notification on a later date reasonable and more operationally feasible.
5. Appeals and reviews of appointments and reappointments shall be governed by the provisions of the Evaluations Article.

ARTICLE XII - APPOINTMENT/REAPPOINTMENT EVALUATIONS

A. Appointment Evaluations. The University shall conduct an Evaluation prior to deciding on re-appointment to Full Time Lecturer, and appointment and re-appointment to Career Status Instructor/Master Instructor.

B. Appointment Process

This Article is subject to the rights and obligations in the Appointments Article.

C. Criteria for Evaluations under this Article

The University shall have the right to set the criteria for evaluations as follows: The faculty, in cooperation with the Department Chair and Dean, shall have the exclusive right to develop and change the criteria for appointment and re-appointment that are specific to and appropriate for the varied and diverse units of the University subject to review by the Provost and President of the University and approval by the Board of Trustees.

D. Components of the Evaluations under this Article

Each candidate for appointment or reappointment will assemble a portfolio of supporting documentation and submit it to the department chair or the Dean in Schools without departments by the deadline set by the University. The portfolio shall contain a completed application form, available from the Office of the Provost, and a current curriculum vitae. The University shall have the exclusive right to determine the information to be provided in the portfolio as such information may vary between the Colleges, Schools, Departments and disciplines. The general components of the portfolio shall include:

1. Educational and professional qualifications: besides a complete and current curriculum vitae containing information of past educational and professional experience, this documentation may include copies of relevant certificates and

awards, copies of performance evaluations given to the applicant since the Employee's last change in faculty rank, and any other relevant professional material that the candidate wishes to be considered in the appointment/reappointment review process; and

Teaching experience: this should include copies of course syllabi and other materials, as well as descriptions of courses taught; results of student course evaluations are required; evaluations of the applicant's classroom performance, conducted by tenured faculty colleagues and department chairperson should also be included.

- a. Classroom observations, if any, conducted by the department chair or tenured faculty members during the evaluation process:
 - (i) The date and time of the classroom observation shall be decided in advance by mutual agreement between the Chair or designee, and the Employee. The Chair or designee shall write a summary of any classroom visit and shall provide it to the Employee. The Chair or designee, who wrote the summary shall then meet with the Employee to discuss the observation. The Employee may request an additional classroom observation by a different member of the tenured faculty, and such request shall not be unreasonably denied. The Employee is free to add the Employee's own comments about the observation summary. Such summary by the Chair or designee, as well as any comments by the Employee, shall become part of the Employee's personnel file.

E. No Right to file grievance or arbitrate

Evaluations performed pursuant to this Article shall not be subject to the grievance and arbitration provision of this Agreement. Employees may request review of the re-appointment evaluation through the process contained in the Faculty Handbook in effect from time to time during the term of this Agreement, which indicates the following:

F. Department Level Reconsideration

In cases where either of the department level recommendations (the APT Committee's or the Chair's) is negative, the department Chair will communicate the decision to the candidate in writing, explaining within the limits required to preserve confidentiality the reasoning behind the negative recommendation(s) and inform the applicant that the candidate may request reconsideration. If the candidate wishes to have any negative department recommendation reconsidered, the candidate shall respond to the department Chair, in writing, within two (2) weeks (when the University is in session) of receiving this explanation. In the written request for reconsideration, the candidate may address any issue that the candidate deems appropriate and may also present new information in support of the request for reconsideration. The department has two (2) weeks to reconsider. In cases where the APT Committee's original recommendation was negative, after reviewing the request for reconsideration, it will conduct a second vote. By the

end of the two-week period, the department Chair will communicate the results of the reconsideration with an appropriate explanation to the candidate. Regardless of result, the application shall automatically move to the School/College Level for review upon communication of the results to the candidate.

G. School/College Level Reconsideration

If the recommendation of the APT Committee or the Dean is negative, the Dean will communicate the decision to the candidate in writing, explaining within the limits required to preserve confidentiality the reasoning behind the negative recommendation(s) and inform the candidate that he or she may request reconsideration. Within two (2) weeks of receipt of the Dean's notice, a candidate who wishes to request reconsideration will do so in writing to the Dean, setting forth in detail the grounds for the reconsideration. Within two (2) weeks of receiving the request, the Dean and/or the school/college APT committee will consider the evidence, conduct a new vote (if necessary), and the Dean will inform the candidate and the department of the final recommendation. In the case of a negative decision, the Dean shall advise both the candidate and the department of their right to appeal to the Faculty Grievance Commission.

H. Faculty Grievance Commission Appeal

If the final recommendation of either the Dean or the school/college APT Committee is negative, the candidate or the candidate and the department in concert, may file an appeal to the Faculty Grievance Commission ("FGC"). The written appeal must be submitted in writing to the FGC chair through the office of the Faculty Senate, with a copy to the Dean of the school/college, within three (3) weeks of receiving notice from the Dean of the negative recommendation. The candidate(s) will explain the grounds for the appeal and furnish whatever information is relevant to establishing the Employee's case. Final action by the Provost will be held in abeyance until the FGC appeal process is concluded, or up to four (4) weeks of the candidate's deadline to file an FGC appeal (see Filing the Appeal below), whichever is shorter.

The grounds for such an appeal and the procedures for the FGC's review are detailed below:

I. The Formal Review by the FGC

In its review of such an appeal, the FGC will determine if the negative recommendation:

1. Violates established University, departmental, and/or school/college policies and procedures;
2. Is not supported by the record;
3. Reflects the consideration of factors unrelated to performance of faculty responsibilities; or
4. Violates the candidate's academic freedom.

Appeals of negative recommendations are heard by the FGC acting as a body. A simple majority will constitute a quorum. Persons from the same primary unit as the candidate and those who participated in a school/college APT committee's review of the application are disqualified from

participating in the FGC review.

J. Review Procedures

The FGC shall recognize the central role of peer judgment in reappointment decisions. Therefore, the FGC cannot substitute its assessment of the candidate's professional qualifications for those of the department and the experts outside the department who have been asked to submit evaluations. The FGC's role in judging professional merit shall be limited to determining whether the recommendation of the Dean and/or of the school/college APT Committee was arbitrary and capricious or based on improper considerations. In reaching that conclusion, the FGC may reference other similar cases, but each appeal must be evaluated on its own merits, based upon the documentation in the candidate's file.

K. Recommendation

Within four (4) weeks of accepting the appeal, the FGC will conclude its review and notify the candidate and the Dean in writing of its final recommendation with an appropriate explanation. The chair of the FGC will return the file to the Dean. If the FGC does not recommend reconsideration, the Dean will forward the original application file and its supporting documentation, along with all correspondence and recommendations associated with requests for reconsideration and the appeal to the FGC, to the Provost to complete the review process. If the FGC recommends reconsideration, the school/college will complete the appropriate review within two (2) weeks, and the Dean will notify the candidate and the chair of the FGC of the result and forward the complete file to the Provost.

L. Decision by the Provost

Within seven (7) weeks, the Provost shall notify the Dean of the Provost's final decision if the decision is as to reappointment to Full Time Lecturer. The decision by the Provost as to reappointment to Full Time Lecturer shall be final and binding. If the decision is as to reappointment to Career Status Instructor /Master Instructor, the Provost shall provide a recommendation to the President.

M. Decision by the President

Within the same seven (7) week time period as the review and recommendation by the Provost, the President shall review the file and make a decision on the recommendation. The decision of the President shall be final and binding.

Non-reappointments to Full time Lecturer are not grievable if the decision was based upon the following reasons:

1. Elimination or downsizing of a department or program; a reduction in the number of courses or sections offered; or other general curriculum modifications or needs reducing the need for a full time Lecturer's services;

2. The hiring, or return from leave/sabbatical of a full-time tenure-track faculty member that has the effect of reducing the need for a full time Lecturer's services;
3. Financial exigency that warrants reduction in teaching staff.
4. The Union may request effects bargaining for faculty not reappointed under this section.

ARTICLE XIII – COMPENSATION

A. Wages

1. First Year

Effective January 1, 2022, the minimum salary paid for a Full-time Lecturer shall be \$54,000. The Full-time Lecturer shall be placed at the minimum salary or receive a three percent (3%) increase, whichever is greater.

The minimum salary for Career Status Instructors/Master Instructors shall be \$57,000. Career Status Instructors/Master Instructors shall be placed at the minimum or receive a 3% increase, whichever is greater.

2. Second Year

Effective January 1, 2023, the minimum salary paid for a Full-time Lecturer shall be \$57,000. The Full-time Lecturer shall be placed at the minimum salary or receive a three percent (3%) increase, whichever is greater.

The minimum salary for Career Status Instructors/Master Instructors shall be \$59,000. Career Status Instructors/Master Instructors shall be placed at the minimum or receive a 3% increase, whichever is greater.

3. Third Year

Effective January 1, 2024, the minimum salary paid for a Full-time Lecturer shall be \$62,000. The Full-time Lecturer shall be placed at the minimum salary or receive a three percent (3%) increase, whichever is greater.

The minimum salary for Career Status Instructors/Master Instructors shall be \$64,000. Career Status Instructors/Master Instructors shall be placed at the minimum or receive a 3% increase, whichever is greater.

The pay rates set forth in Section 1 are minimums and do not preclude the University from compensating Bargaining Unit Faculty Members at a higher pay rate.

B. Other Benefits and Costs.

All other benefits and costs, including but not limited to medical, dental and vision, 403(b), STD, LTD, Life, cafeteria, parking shall be the same plans and policies as are applicable to other non-represented faculty and employees from time to time during the term of this Agreement. This includes all costs, plan features, deductibles, out of pocket expenses and Employee paid premiums for such benefits.

C. Professional Development Fund

The total Professional Development Fund is \$20,000 annually – \$1,000 per person annually. Professional Development Funds may be used for conferences, travel for a research project or training program relevant to the Lecturer's area of instruction, books, or software or computer hardware needed for instruction or professional development purposes. Lecturers may receive additional funding for travel to conferences or seminars in which they are presenting or invited. Such additional funding will be subject to departmental approval, which shall not be unreasonably denied.

D. Area Coordinators in the College of Fine Arts

Non-tenure track full-time faculty members who serve as area coordinators in the College of Fine Arts will receive an equal stipend, up to a maximum of seven thousand dollars (\$7,000.00) annually. This amount shall not be subject to the annual percentage increases in the Agreement.

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05/28/2022

ARTICLE XIV - 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 Grievance and Arbitration provision of this Agreement. Just cause shall mean that there is a reasonable basis for the University's action, supported by evidence, which the University believes to be accurate and reliable, and which is not based on arbitrary, capricious or illegal reasoning. Discipline for purposes of this Article shall not include performance evaluations, performance reviews, or performance improvement plans. Discipline shall be commensurate with the seriousness of the alleged infraction and other surrounding circumstances.
- B. An Employee may, upon request, be accompanied by a Union representative at any investigatory interview that the Employee reasonably believes may result in disciplinary action.
- C. The University's decision to lay off Employees shall not be subject to the Grievance and Arbitration procedure contained in this Agreement.

ARTICLE XV - 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 the Employee's Department Chair or Program Director within twenty-one (21) working days of its occurrence or discovery. If the grievance is not resolved satisfactorily within fourteen (14) 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-one (21) 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 the Employee's 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 the Employee's 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 the Employee's designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. If the Dean or the Employee's 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 the Employee's 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-one (21) 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.
 - 1. The arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under the Management Rights Article, unless such matters are specifically abridged by a term of this Agreement.

2. The arbitrator's award shall be final and binding upon the parties.
- I. Time is of the essence. All time limits herein may be extended by written mutual agreement. 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. If the University fails to timely respond to a grievance at any particular step below arbitration, the Union shall have the right to advance the grievance to the next Step.
- J. All time periods herein shall exclude periods/days when school is not in session.

ARTICLE XVI - LABOR MANAGEMENT COMMITTEE

- A. The parties shall create a joint Labor Management Collaboration Committee (LMCC) to engage in discussions concerning items of importance to the Employees as set out in this Article.
- B. The LMCC shall consist of up to five (5) representatives designated by the Union ("Union Representatives"), inclusive of a Union staff representative, and up to five (5) representatives designated by the University ("University Representatives"). The LMCC shall consider and make recommendations to the University and the Union on matters of general importance to the Employees.
- C. 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's discussions and meetings shall not be considered collective bargaining between the Parties or in lieu of the grievance procedures in this Agreement.
- D. 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 XVII - NON-DISCRIMINATION

- A. 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, disability, 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. 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. 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 an Employee from exercising recourse rights under federal or local laws.

ARTICLE - XVIII HEALTH AND SAFETY

The University and the Union are committed to providing a safe, healthy and hostile free working environment for all Employees. The University is also committed to maintaining a safe learning environment for all faculty and students. The University shall make the Union 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.

This Article shall not be subject to the grievance and arbitration provisions of this Agreement, provided that the Employee shall have such rights which exist under the University's safety policies in effect from time to time during the term of this Agreement.

ARTICLE XIX - PERSONNEL FILES

With fourteen (14) business days advance notice to the Office of the Provost and the Office of the General Counsel, an Employee may review the Employee's personnel file by appointment with the University's Human Resources Department. Upon request the Employee will be given an electronic, scanned copy of any item(s) in such file(s).

ARTICLE XX - 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, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE XXI - TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2022 through December 31, 2024, 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, or by electronic mail (e-mail) 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, or by electronic mail (e-mail), of a desire to terminate or modify the Agreement, at least ninety (90) days after the notice.

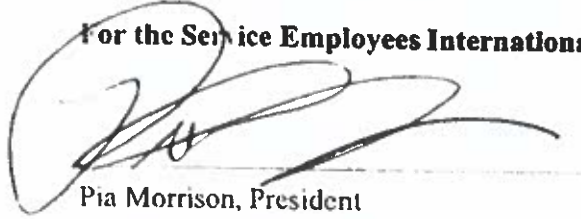
IN WITNESS WHEREOF, the parties agreed upon this 31 day of MAY, 2022.

For Howard University

DocuSigned by:
Wayne Frederick
E4C8CE8F2A7E407...
Wayne A. Frederick, MD, President

DocuSigned by:
Stephen Graham
3FE29ED24D9D429...
Stephen Graham, Chief Financial Officer

For the Service Employees International Union, Local 500


Pia Morrison, President

- Anne Bolgiano, Lecturer, English
- Luke Brown, Lecturer, English
- Richard Desinord, Lecturer, Music
- Oline Eaton, Lecturer, English
- Matthew Franke, Master Instructor, Music
- Cyrus Hampton, Master lecturer, English
- Anthony Jackson, Lecturer, Sociology and Criminology
- Corey Lamont, Master Instructor, English
- Paule Ngo Mbai, Lecturer, World Languages and Cultures
- Kevin Modestino, Master Instructor, English
- Patricia Noone, Master Instructor, English
- Shana O'Connell, Master Instructor, Classics
- Sean Pears, Lecturer, English
- Anika Prather, Lecturer, English
- Ricky Ramon, Lecturer, Theatre Arts
- Nicholas Seifert, Master Instructor, English
- Jacob Sloan, Lecturer, English

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05/28/2022