



MURIEL BOWSER
MAYOR

December 18, 2025

The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, Suite 504
Washington, DC 20004

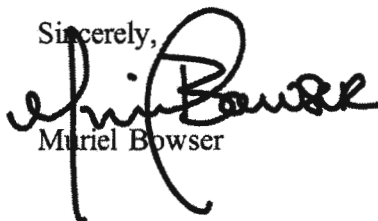
Dear Chairman Mendelson:

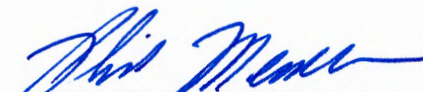
Pursuant to section 1717(i) of the Comprehensive Merit Personnel Act of 1978 ("CMPA"), effective March 3, 1979, (D.C. Law 2-139; D.C. Official Code § 1-617.17(i)), and on behalf of the University of the District of Columbia ("UDC"), I am pleased to transmit to the Council of the District of Columbia ("Council") for its consideration and approval the enclosed collective bargaining agreement ("CBA") between UDC and the Service Employees International Union (SEIU) Local 500, CtW covering terms and conditions of employment from October 1, 2025, to September 30, 2028.

The portions of the agreement governing non-compensation matters are being transmitted to the Council for its information pursuant to section 1715(b) of the CMPA (D.C. Official Code § 1-617.15(b)).

If you have any questions regarding the enclosed CBA, please contact Avis Marie Russell, General Counsel of UDC at (202) 339-1082 or avis.russell@udc.edu.

Sincerely,


Muriel Bowser


Chairman Phil Mendelson
at the request of the Mayor

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8 A PROPOSED RESOLUTION
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10 _____
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12 IN THE COUNCIL OF THE DISTRICT OF COLUMBIA
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14 _____
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16 To approve the negotiated compensation matters contained in a collective bargaining agreement
17 between the University of the District of Columbia and the Service Employees
18 International Union (SEIU) Local 500, CtW.
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20 RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this
21 resolution may be cited as the “Collective Bargaining Agreement between the University of the
22 District of Columbia and the Service Employees International Union (SEIU) Local 500, CtW
23 Approval Resolution of 2025”.

24 Sec. 2. Pursuant to section 1717(j) of the Comprehensive Merit Personnel Act of 1978,
25 effective March 3, 1979, (D.C. Law 2-139; D.C. Official Code § 1-617.17 (j), the Council of the
26 District of Columbia approves the negotiated compensation matters contained in the collective
27 bargaining agreement between the University of the District of Columbia and the Service
28 Employees International Union (SEIU) Local 500, CtW, effective October 1, 2025 through
29 September 30, 2028, which was transmitted by the Mayor to the Council on December ---, 2025.

30 Sec. 3. Fiscal impact statement.

31 The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal
32 impact statement required by section 4a of the General Legislative Procedures Act of 1973,
33 approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

34 Sec. 4. Transmittal.

35 The Council shall transmit a copy of this resolution, upon its adoption, each to the Mayor,
36 the President of the University of the District of Columbia, and the Chairperson of the Board of
37 Trustees of the University of the District of the Columbia.

38 Sec. 5. Effective date.

39 This resolution shall take effect immediately.


Government of the District of Columbia
Office of the Chief Financial Officer



Glen Lee
Chief Financial Officer

MEMORANDUM

TO: The Honorable Phil Mendelson
Chairman, Council of the District of Columbia

FROM: Glen Lee
Chief Financial Officer 

DATE: December 17, 2025

SUBJECT: Fiscal Impact Statement – Collective Bargaining Agreement between the University of the District of Columbia and the Service Employees International Union (SEIU) Local 500, CtW Approval Resolution of 2025

REFERENCE: Draft Resolution as provided to the Office of Revenue Analysis on December 9, 2025

Conclusion

Funds are sufficient in the fiscal year 2026 through fiscal year 2029 budget and financial plan to implement the Resolution. The Resolution will cost the University of the District of Columbia (UDC) an additional \$133,265 in fiscal year 2026, and \$546,758 through fiscal year 2029. UDC has set aside operating funds to cover the cost of the changes.

Background

The Resolution approves the Collective Bargaining Agreement between the University of the District of Columbia and the Service Employees International Union (SEIU) Local 500, CtW (“Agreement”) for adjunct faculty members, effective October 1, 2025 through October 30, 2028. The Board of Trustees of UDC approved the Agreement on November 13, 2025.

The Agreement increases base salary for bargaining unit members to a minimum of \$1,200 per credit in academic year 2025-2026, \$1,260 per credit in academic year 2026-2027. Approximately 15 percent of members earn less than the new minimums and will see an increase in base pay. The Agreement also provides a 2.5 percent cost of living adjustment in academic year 2026-2027 and increases a course cancellation fee from \$400 to \$450. Lastly, the Agreement provides a time-in-service bonus (one time) of \$500 for members who have taught at least one course in any semester at the university for five or more consecutive years, \$1,000 for 10 consecutive years, or \$1,500 for 15 consecutive years.

The Honorable Phil Mendelson

FIS: "Collective Bargaining Agreement between the University of the District of Columbia and the Service Employees International Union (SEIU) Local 500, CtW Approval Resolution of 2025," Draft Resolution as provided to the Office of Revenue Analysis on December 9, 2025.

Financial Plan Impact

Funds are sufficient in the fiscal year 2026 through fiscal year 2029 budget and financial plan to implement the bill. The Agreement will cost an additional \$133,265 in fiscal year 2026, and \$546,758 through the term of the Agreement. UDC has set aside operating funds to cover the cost of the changes.

The Agreement's cost details are in the chart below.

Collective Bargaining Agreement between the University of the District of Columbia and the Service Employees International Union (SEIU) Local 500, CtW Approval Resolution of 2025, effective FY26 through FY28					
(\$ in thousands)					
	FY 2026	FY 2027	FY 2028	FY 2029^(c)	Total
Increase in Base Pay ^(a)	\$38.4	\$63.3	\$63.3	\$63.3	\$228.4
Academic year 2026-2027 Cost of Living Adjustment (2.5%) ^(b)	\$9.7	\$74.4	\$74.4	\$74.4	\$232.9
Time in Service Bonus (one-time) ^(d)	\$85.0	\$0.0	\$0.0	\$0.0	\$85.0
Course Cancellation Fee Increase ^(e)	0.1	0.1	0.1	0.1	0.4
Total costs of the agreement	\$133.3	\$137.8	\$137.8	\$137.8	\$546.8

Table Notes:

- (a) Increase in base pay includes increased per unit cost to \$1,200 in academic year 2026 (which will be paid out in fiscal year 2026), and to \$1,260 in academic year 2027. Because the academic year begins earlier than the fiscal year, approx. six weeks of the academic year 2027 base pay increase is paid in fiscal year 2026.
- (b) Because the academic year begins earlier than the fiscal year, approx. six weeks of the academic year 2027 cost of living increase is paid in fiscal year 2026.
- (c) The Agreement is only effective through fiscal year 2028, however we assume the fiscal year 2028 compensation is maintained in fiscal year 2029.
- (d) Approximately 99 members are eligible for the bonus, 56 at \$500, 27 at \$1,000 and 16 at \$1,500.
- (e) Estimated 2 cancellations per year will result in the additional \$50 fee.

CERTIFICATE

To: The Honorable Phil Mendelson
Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, NW
Washington, DC 20004

From: Avis Marie Russell
General Counsel

Re: Legal Sufficiency Certification – Collective Bargaining Agreement between the
University of the District of Columbia and the Service Employees International
Union (SEIU) Local 500, CtW

Date: November 19, 2025

This is to certify that this Office has reviewed the above-referenced Collective Bargaining Agreement and that we have found such Agreement to be legally sufficient subject to submission of any required materials and Council approval.

If you have any questions, please do not hesitate to contact me at (202) 274-5604.

By: *Avis Marie Russell*
Avis Marie Russell
General Counsel
University of the District of Columbia

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF
COLUMBIA UDC RESOLUTION NO. 2025 - 44**

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

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

WHEREAS, the University of the District of Columbia administration and the Service Employees International Union Local 500, CtW (“SEIU”) have negotiated a new Collective Bargaining Agreement (“CBA”) designed to cover terms and conditions of employment for members of the bargaining unit from October 1, 2025 until midnight, September 30, 2028 (attached here as **Appendix A**); and

WHEREAS, SEIU membership ratified the CBA in September 2025; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees hereby accepts the recommendation of the President and hereby approves the Collective Bargaining Agreement Between the University of the District of Columbia and SEIU.

Submitted by the Operations Committee


November 13, 2025

Submitted by the Audit, Budget & Finance Committee

November 13, 2025

Approved by Board of Trustees:

November 13, 2025



Warner H. Session,
Chairperson of the Board

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

AND

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 500, CtW

**UNIVERSITY^{OF}
THE
DISTRICT OF
COLUMBIA**
—————**1851**

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

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AGREEMENT

This Agreement is entered into this _____ day of _____ 2025 by and between The University of the District of Columbia (hereinafter referred to as "UDC", the "University", or the "Employer") and Service Employees International Union Local 500, CtW (hereinafter referred to as the "Union").

Article 1 - Recognition and Bargaining Unit Description

- A. Pursuant to the Certification of Representative issued by the Government of the District of Columbia Public Employees Board, PERB Case No. 13-RC-06, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all adjunct faculty paid by the course, employed by the University of the District of Columbia.

- B. Excluding: all other employees, including all employees in positions within other collective bargaining units; all full-time faculty; all employees of the David A. Clarke School of Law including adjunct faculty of the law school; visiting faculty, full-time employees, graduate students, lab assistants, graduate assistants, teaching associates, clinical fellows, teaching fellows, teaching assistants, research assistants, librarians, registrars, volunteers, and degree seeking students of the University including those with adjunct appointments, administrators and other employees whose primary position is not teaching but may have teaching responsibilities and may be classified by the University as adjuncts when they teach, office clerical employees, guards, and security personnel, managerial and supervisory employees.

Article 2 – Bargaining Unit Information

- A. The Employer shall provide to the Union a preliminary list of all adjunct faculty members covered by this Agreement on September 30 and January 31 of each year for the Fall and Spring semesters, respectively and two weeks following the beginning of each Summer session.

- B. This list will include the following information: name, mailing address, phone number, UDC email, and the semester the adjunct faculty member first taught at UDC (if the

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

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

Article 3 - Union Rights

- A. The representatives of the Union shall have reasonable access to the Employer's academic facilities for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted or attempted to be disrupted.
- B. The Union shall have access to meeting space on campus, subject to the same procedures as other campus organizations and the University's ability, within its reasonable discretion, to make such space available.
- C. The Union shall notify the University of its officers and any adjunct faculty member representatives.

Article 4 - Union Dues, Authorization

- A. Employees may authorize union dues deductions directly through the District Government's automated PeopleSoft system. The University shall make a good faith effort to implement the automated system within the first year of this contract and, over time, seek to add enhanced features, including but not limited to initiation fees and political action contributions (PAC).

- B. Deducted dues will be remitted to the Union in accordance with the payroll schedules established by the District Government, Office of Pay and Retirement Services.
- C. Once the automated system has been implemented, the University agrees to facilitate resolution of any errors upon notice by the Union.

Article 5 - Procedures Regarding Development of Handbook

The Joint Labor Management Collaboration Committee shall review existing Adjunct Handbooks and make recommendations for one standardized handbook for all University Adjunct Faculty members. Such recommendations shall be made to the Chief Academic Officer, and nothing contained in the handbook shall infringe upon or compromise the University's total discretion in the hiring, appointment or evaluation of adjunct faculty. Furthermore, to the extent that the Committee's recommendations include subjects within the University's Management Rights, the University reserves the right to institute such handbook provisions without bargaining with the Union.

Article 6 - Communications Regarding Assignments

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

- E. If an adjunct faculty member's assigned course or assignment is cancelled, the department shall promptly notify the adjunct faculty of the change.
- F. The Employer is committed to continuing its practice of recognizing well qualified adjunct faculty who have taught successfully at UDC. The parties have a shared interest in a robust evaluation system that can be used to identify such well qualified adjunct faculty. Once the evaluation system has been established and implemented, the parties agree to collaborate through the Joint Labor Management Collaboration Committee to develop recommendations for the Chief Academic Officer to retain excellent adjunct faculty.

Article 7 - Evaluations

- A. The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards. Adjunct faculty members will be evaluated in a manner consistent with the standards and expectations of the University.
- B. Student Course Evaluations
 - 1. Course evaluations are made available to students for their input on all courses at UDC. Adjunct faculty members shall cooperate with the appropriate academic administrators, as needed, to facilitate the student evaluation process.
 - 2. Student course evaluations will be made available to the adjunct faculty member through the University's normal distribution process from OPIE to the Colleges/Schools or through the electronic system wherein the evaluations are stored.
 - 3. In addition to student evaluations, the adjunct faculty members may request feedback from the University based on classroom observation in accordance with paragraphs C and D below.
- C. Classroom Observations. The University may observe teaching performance at any time, whether requested by the faculty member or independently. An adjunct faculty member will normally be provided advance notice of such an observation, but the University reserved the right to conduct classroom observations at any time, without prior notification. The adjunct faculty member will receive written feedback on the observation no later than two weeks after the date of observation. Following receipt of the written classroom observation report, an adjunct faculty member may request to meet with the classroom observer and/or leadership from the School/College, department, or program to discuss or seek clarification about the feedback. A meeting requested by the adjunct faculty member shall be completed within two weeks of the date of the request.
- D. Classroom observation reports are for informational and developmental purposes and

shall not be subject to grievance.

Article 8 - Access to Services - Department Support

- A. Adjunct faculty members must attend mandatory orientations (new employee and department/division), which will prepare them to perform their jobs. The new employee orientation will cover administrative matters pertaining to University employment. Department/Division orientations will include information regarding academic priorities and updates on policies and procedures.
1. Adjunct Faculty members attending Department/Division orientation shall receive a stipend of \$100.00 for their attendance, and that payment will be included in the adjunct faculty member's regular payroll check.
 2. Adjunct Faculty members and the Union will be given adequate notice of the time and location of orientation.
 3. The University shall make a reasonable effort to accommodate adjunct faculty members who are unable to attend Department/Division orientations.
- B. Department/Divisions shall make available to adjunct faculty members all pertinent information about (1) teaching assignment(s), (2) information about updates to the *Handbook for Adjuncts* (3) general academic policies and priorities, and (4) Department/Division specific guidelines and procedures.
- C. The University shall establish and make available to all adjuncts, the procedures to request funds for classroom experiences at the start of each academic year.
- D. When adjunct faculty are assigned to teach courses that require specialized supplies, software, and/or equipment, the Department/Division Chair may request additional support from the Dean on behalf of the adjunct. Such courses shall be identified in the curriculum and approval for any additional support requested will be solely determined by the Dean based on available resources.
- E. The University will make a good faith effort to ensure that adjunct faculty have access to university facilities after hours that are necessary for instruction (for example, copy machines, printers, and paper). At the start of the 2024 Fall semester, the University will

have established procedures to ensure that adjunct faculty have regular access to necessary facilities and equipment for instruction after hours.

- F. Each adjunct faculty member will be assigned a UDC email at the time of the initial teaching appointment. It is the University's policy that all adjunct faculty use the University-assigned email address for all official communications and matters pertaining to the courses and students they have been assigned to teach. The UDC email is the official record for all University business.
- G. The University shall make good faith efforts to have space available for adjunct faculty members to prepare for class and meet with students.
- H. Adjunct faculty members shall have access to research databases, online services, library services, and other applicable University resources during current teaching appointments.

Article 9 - Joint Labor-Management Collaboration Committee

- A. The University and the Union are committed to a collaborative relationship that fosters effective ongoing communication and addresses issues and concerns with solutions that are in the best interest of the parties. To that end, the parties agree to the creation of a Joint Labor-Management Collaboration Committee.
- B. The Joint Labor-Management Collaboration Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University.
- C. The Joint Labor-Management Collaboration Committee shall consider and make recommendations on matters of general importance to the adjunct faculty and/or UDC.
- D. The Joint Labor-Management Collaboration Committee shall meet once per semester, including summer, for a total of three (3) times per academic year. Designated representatives of the Union and UDC will suggest agenda items one (1) week prior to each meeting. The parties will designate their own representatives to the committee.

Article 10 - Academic Freedom

Subject to the terms of this Agreement, adjunct faculty members shall be covered by the

University's academic freedom policy.

Article 11 - Communication and Access to the Academic Community

- A. Adjunct faculty members will follow UDC's policy on plagiarism, academic integrity, and the Student Code of Conduct, and will be supported and assisted in holding students accountable under those policies.
- B. The University shall make a good faith effort to notify adjunct faculty members about respective Colleges/Schools and Academic Departments/Divisions meetings. Each adjunct faculty member will be assigned a UDC email at the time of the initial teaching appointment. It is the University's policy that all adjunct faculty use the University-assigned email address for all official communications and matters pertaining to the courses and students they have been assigned to teach. The UDC email is the official record for all University business.
- C. The University shall regularly communicate with adjunct faculty on issues that involve adjunct faculty, such as policies and procedures and subjects relating to Academic matters.
- D. From time to time, Academic Departments/Divisions may encourage input and feedback regarding curriculum from adjunct faculty.
- E. When appropriate, adjunct faculty members may apply to participate in grants, Study Abroad programs and other such opportunities where available, and the Academic Departments/Divisions shall make a good faith effort to notify adjunct faculty members when such opportunities present themselves.

Article 12 - Non-discrimination

- A. The Employer and the Union both recognize their responsibilities under Federal, State, and District of Columbia laws, and University policy pertaining to discrimination in employment and a prohibition against sexual harassment in the workplace. Accordingly, both parties reaffirm by this Agreement a commitment not to discriminate against any person or persons because of a protected class status under Federal and/or District of Columbia laws. The parties agree that complaints regarding any and all of these subjects must be presented to the University's EEO Officer and/or to an appropriate governmental

Agency and are, therefore, not subject to the grievance procedure contained in this Agreement.

- B. Protected class status under District of Columbia law is extended to persons on the following basis: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, physical disability, source of income and place of residence or business, matriculation, or political affiliation.
- C. The University and the Union shall not discriminate against any adjunct faculty member on the basis of his or her protected Union activities or on the basis of his or her statutory right not to engage in such activities.

Article 13 - Health and Safety

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

Article 14 - Payday

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

Article 15 - Compensation

- A. The base salary in AY 2025-2026 will be \$1,200 per credit.
- B. The base salary in AY 2026-2027 will be \$1,260 per credit. Adjunct faculty members will receive a cost of living adjustment (COLA) of 2.5% in AY 2026-2027.
- C. The base salary in AY 2027-2028 will be \$1,260 per credit. The University and Union agree to meet in the second year of this contract, not later than Sep 10, 2026, to discuss the University's capacity to support a possible COLA in AY2027-2028 and, if feasible, to negotiate a contract amendment to that end.

- D. Time-in-Service Bonuses: Adjuncts who have taught at least one course in any semester at the University for five (5) consecutive years, including AY2024-2025, shall receive a one-time lump-sum bonus of \$500 at the start of FY2026. Adjuncts who have taught at least one course in any semester at the University for ten (10) consecutive years, including AY2024-2025, shall receive a one-time lump-sum bonus of \$1,000 at the start of FY2026. Adjuncts who have taught at least one course in any semester at the University for fifteen (15) consecutive years, including AY2024-2025, shall receive a one-time lump-sum bonus of \$1,500 at the start of FY2026. Full-time employees of UDC are not eligible for this bonus compensation. The time-in-service bonus will be paid as soon as possible but no later than sixty (60) calendar days after approval of the contract by the Council of the District of Columbia. This article is not subject to grievance.
- E. Course Cancellation Fee: If a course an adjunct faculty member is appointed to teach is canceled for any reason less than ten (10) days before the date of the first class, the University shall pay the adjunct faculty member a course cancellation fee of \$450. If a course an adjunct faculty member is appointed to teach is canceled within twenty-one (21) days after the date of the first class, the University shall compensate the adjunct faculty member on a pro-rata basis for the classes taught before cancellation.
- F. Course Development Fee: Should the University request that a faculty member develop a new for-credit course (face-to-face, hybrid, or online) and the course is approved by the University, the faculty member shall receive a course development fee of \$1,500. Such a request by the University must be approved by the Dean and submitted for final approval by the Chief Academic Officer. This provision does not apply to the development of Quality Matters (QM) certified online versions of existing courses; however, it does apply to new for-credit courses that are developed specifically for online delivery and submitted for QM certification. An adjunct faculty member who has been approved by the Dean and subsequently by the Chief Academic Officer to develop a new for-credit online course shall be authorized for the course development fee when the course has achieved official QM certification from Quality Matters (qualitymatters.org).
- G. The Joint Labor-Management Collaboration Committee will meet to make recommendations to University Management on movement through approved salary tiers based on an established evaluation process.
- H. Adjunct faculty who are members of SEIU Local 500 may purchase parking at a twenty percent (20%) reduction of the University parking rate each semester and the summer term by the date established by the University.

Article 16 - Professional Development Fund

- A. The University shall establish a professional development fund for adjunct faculty. The professional development fund will be available to adjuncts through a competitive application submission process. The fund will provide support to those activities that serve to enhance teaching excellence and that can demonstrate a direct relationship to, and impact on, the adjunct's teaching at UDC, including positive impact on students' professional development and/or achievement of learning outcomes. The Chief Academic Officer will be responsible for oversight, administration, and authorizing approvals for this fund. The Chief Academic Officer may periodically consult with the Joint Labor Management Collaboration Committee for feedback about the professional development fund.
- B. The fund shall total \$25,000 in each fiscal year of this agreement. Adjunct faculty members who are approved by the Dean shall be eligible for reimbursements up to \$1,000 towards professional development activities as specified in paragraph A above.

Article 17 - Management Rights

- A. All rights, functions, and prerogatives of management, whether written or unwritten, which have not been modified or restricted by an express written provision of this Agreement, are retained by the University and may be exercised by the University in its sole discretion. These rights of management shall include, but not be limited to, the right to establish, plan, direct and control the University's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures; rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of adjunct faculty members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of the evaluations, and determine the processes and criteria by which adjunct faculty members' performance is evaluated; to establish and require adjunct faculty members to observe University rules and regulations; to discipline or dismiss adjunct faculty members during the contract term for just cause; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine who is taught, what is taught, how it is taught, and who does the teaching; to determine all matters relating to adjunct faculty hiring and retention and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations;

and to exercise sole authority on all decisions involving academic matters. Management, in not exercising any function hereby reserved to it in this Article or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way. No action taken by the University with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

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

Article 18 - Grievance Procedure and Arbitration

- A. The parties recognize and endorse the importance of establishing a prompt, fair and efficient mechanism for the orderly resolution of grievances and agree to use their best efforts to encourage the prompt settlement of such grievances. It is understood that nothing in this grievance procedure shall limit the existing right of an adjunct faculty member to communicate directly with University Management without going through this procedure.
- B. A grievance is an allegation by an employee, group of employees where the alleged violation involves more than one employee on the same issue, and/or the Union that the University has violated an express provision of this Agreement.
- C. The grievance procedure shall operate as follows:

1. Any grievance shall be presented no later than (10) ten calendar days after the event in question occurred or if not known, presented within (10) ten calendar days from the date, when, with the exercise of reasonable diligence, it should have become known. The grievance shall set forth in writing in plain language the action complained of, the specific provision(s) of this Agreement that were allegedly violated, and the proposed remedy. The grievance shall be presented to the
Department Chair, Program Director, or Division Chair as the case may be where the conduct took place. The University shall have seven (7) calendar days to respond to the grievance.
2. If the matter is not resolved at the First Step, then no later than seven (7) calendar days from the expiration date of the First Step, the Union shall present the grievance to the next level of Management authority, namely the Dean of the College or School. The Dean or Program Director or Division Chair shall have seven (7) calendar days to respond to the grievance.
3. If the matter is not resolved at the Second Step, then no later than five (5) calendar days from the expiration date of the Second Step, the grievance shall then be presented by the Union to the Vice President of Human Resources as the Third Step. The Vice President of Human Resources shall have ten (10) calendar days to respond to the grievance. If the meeting is not held within fifteen (15) calendar days following the date the grievance was presented to the Vice President of Human Resources, the
University shall have the discretion to respond to the grievance.
4. If the grievance is not resolved at the Third Step, The Union shall then have (10) ten
calendar days from the conclusion of Step 3 to provide notice to the University of its intent to submit the matter to Arbitration. The University and the Union agree to maintain at all times, a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is appealed to arbitration. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this agreement, the University and the Union have selected Joan Parker, Sean Rogers and Joseph Sharnoff as members of said panel. If one such arbitrator is no longer available to serve, the University and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator

that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by the University or the Union, except by mutual agreement of the University and the Union, or for cause. If the University or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

5. The decision of the Arbitrator shall be final and binding as to the parties to this Agreement and the grievant. Provided, however, that the Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of this Agreement.
6. Each party shall bear its own expenses in preparing and presenting its own case. The cost of the Arbitrator's services, the transcript of the arbitration, and any other expenses incidental to the Arbitration shall be borne equally by both parties.
7. When determining whether a time limitation reference above has been exceeded, the day the event occurred or the last day when such act could have been taken shall not be counted and the time determination shall commence on the next day. The failure of the University to respond within the time limits of Steps 1, 2, and 3, shall be deemed a denial of the grievance. Otherwise strict adherence to the time limits set forth herein shall be adhered to and, therefore, unless a waiver of such time limits is mutually agreed to, the failure to meet any of the time limits set forth herein shall result in the dismissal of the grievance. Provided further that the failure to invoke this time is of the essence provision on one occasion by the University shall not bar the University from invoking it on another occasion.

Article 19 - No Strikes No Lockouts

Consistent with the District of Columbia law, the Union shall neither strike nor engage in any other form of work stoppage including a slowdown, or picketing which physically interferes with the university's operations. In the event of any kind of such strike, work stoppage, slowdown, picketing, or any other interference with the University's operations, it shall affirmatively take all reasonable action to immediately put a halt to such conduct and the University reserves the right to take disciplinary action in any and all such instances.

Consistent with the District of Columbia law, the University shall not lock out any bargaining unit employee.

Article 20 - Savings Clause

- A. In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the University and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

- B. The terms of this Agreement supersede any conflicting University and/or District Personnel Manual (DPM) regulations concerning non-compensation or compensation matters covered herein for the term of this Agreement.

Article 21 - Duration

Upon ratification by the Union and the Board of Trustees of the University and thereafter approval by the Council of the District of Columbia, this Agreement shall be in full force and effect as of October 1, 2025 until midnight, September 30, 2028. And from year to year thereafter unless either party notifies the other party in writing by Certified Mail, return receipt requested, or by electronic mail properly addressed to the addressee during the period from 120 days to 90 days prior to the first day of the fiscal year for the purposes of negotiating an agreement for the subsequent fiscal year.

Article 22 - Entire Agreement

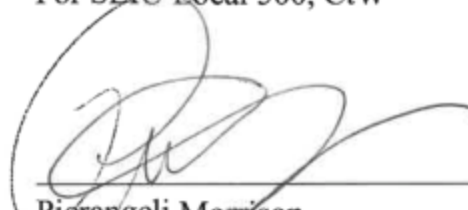
The understandings set forth in this Agreement shall constitute the sole and entire agreement between the parties for the duration hereof. Matters not directly covered by this Agreement shall be governed by applicable District of Columbia law.

For the University of the District of
Columbia



Maurice D. Edington, Ph.D.
President

For SEIU Local 500, CtW



Pierangeli Morrison
President

11/19/25

Date 11/19/25

Sept. 16, 2025

Date