COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOWARD UNIVERSITY
UNIVERSITY LIBRARIES
LOUIS STOKES HEALTH SCIENCES LIBRARY
MOORLAND-SPINGARN RESEARCH CENTER

AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 20, LOCAL 3829

AUGUST 2, 2016 TO AUGUST 1, 2018

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PREAMBLE

This collective bargaining agreement ("Agreement") is entered into this 2nd day of August, 2016, by Howard University ("Employer" or "University") and District Council 20 of the American Federation of State, County and Municipal Employees and its affiliated Local 3829 ("Union" or "AFSCME") and includes the agreement of the parties on standards of wages, hours, and conditions of employment.

The parties recognize that the University's financial condition is largely dependent upon Congressional appropriations. If such appropriations are significantly reduced or non-appropriated altogether, the parties agree to reopen negotiations on pay.

All references to "days" in this Agreement refer to calendar days, unless otherwise specified.

The word "employee" in this Agreement means a person employed by the University in a position covered by this Agreement.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees certified by the National Labor Relations Board in Case No. 5-RC-13759 for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. The bargaining unit shall comprise all full-time regular employees of the University Libraries, the Louis Stokes Health Sciences Library, and Moorland-Spingarn Research Center serving as Library Technicians and Library Assistants. Excluded are all other persons employed or working at any library. The Law Library shall be excluded entirely.

The Employer may hire employees to perform bargaining unit work so long as such employees are not employed in the same classification for longer than twelve (12), consecutive months and do not work more than 2080 hours in that classification during that twelve (12), consecutive months. Hours worked by these employees who replace full-time, regular employees on an employer-approved leave of absence shall not be considered.

In instances where these employees perform bargaining unit work in the same classification for twelve (12), consecutive months and work more than 2080 hours in the classification, the Employer shall offer that employee a full-time regular position in that classification.

ARTICLE 2 - EMPLOYEES' RIGHTS AND NON-DISCRIMINATION

In the administration of this Agreement, neither the Employer nor the Union shall discriminate against any qualified employee with a disability, or against any employee because of that employee's race, color, sex, religion, national origin, age, union membership, or other characteristic protected by federal, state or local law.

The Employer and the Union recognize that harassment is a form of discriminatory misconduct, which undermines the integrity of employment relationships and adversely affects employment opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Therefore, the parties mutually agree to identify and work to eliminate such occurrences.

Sexual harassment may be defined as unwelcome sexual advances, requests for sexual favors, and other expressive or physical conduct of a sexual nature, when (1) submission to such conduct is explicitly or implicitly made a term or condition of employment, or (2) an employee's submission to or rejection of such conduct is used as a basis for an employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an employee's work performance, or (4) such conduct, in intent or effect, creates an intimidating, hostile, or offensive environment for work.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the University, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, furlough, recall to work, and retire employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services, to subcontract, contract out, close down, or relocate the University's operations or any part thereof: to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the University; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the University, to issue, amend, and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the University and to direct the

University's employees. The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such rights, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union may grieve if the Employer exercises its rights in a way that violates this Agreement or applicable rules and regulations of the University.

ARTICLE 4 – UNION SECURITY

4.1 Membership or Service Fee

Except as provided in Section 4.3 of this Agreement, all employees covered by this Agreement who are members of the Union or who elect to become members of the Union shall remain members of the Union for the duration of this Agreement. Following the statutory 30-day grace period, all employees covered by this Agreement who elect not to become members of the Union shall be required to pay a pay period service fee in an amount not greater than the pay period dues paid by members of the Union, which fees shall be remitted to the Union.

4.2 Check-Off (Dues and fee Deduction)

Upon the presentation of the Employer-approved dues deduction or service fee authorization form, duly executed by the individual employees covered by this Agreement, the Union shall be entitled to have such employees' membership dues or service fees deducted from their paychecks on a bi-weekly basis and remitted to the Union. Such authorization shall be irrevocable (except as provided in Section 4.3), and shall remain in effect as long as the employee is in the bargaining unit.

4.3 Withdrawal and Revocation

As exceptions to the provisions of Section 4.1 and 4.2 of this Agreement, Union members may withdraw from the Union and stop paying dues only during May of each year, whereupon the service fee shall be required.

4.4 Remitting to Union

The amounts to be deducted shall be certified 'in writing to the Employer by the Director of District Council 20, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer of AFSCME, Council 20 by the 15th of the succeeding month after the payday for which such deductions are made. If an employee has insufficient earnings in any payroll period to equal the dues or service fee, such dues or service fee shall be deemed to have been waived, and the Employer shall not be required to make any

deductions, which would have been made from wages owed the employee for that payroll period, from wages owed the employee for any future payroll period.

4.5 Change in Dues or Service Fee

The Union shall advise the Employer in writing of any changes in the amount of dues/service fee at least 90 days in advance of the effective date of such change. Changes are allowed only once every two calendar years.

4.6 Indemnification

The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, grievances, or other liabilities that arise out of or by reason of actions taken by the Employer pursuant to this Article 4.

ARTICLE 5 - Reserved

ARTICLE 6 - LAYOFF AND RECALL

6.1 Definitions

A. Layoff

A layoff is a termination of employment because of a work force reduction due to reasons such as budgetary constraints, lack of work, effects of technological change, change in mission, or reorganization.

B. Furlough

A furlough is a reduction (or elimination) of hours worked, due to reasons such as those listed in Section 6.1A. An employee on furlough continues to be an employee, and seniority continues to accrue.

6.2 Authority

The Employer will determine the timing of layoffs and furloughs, the number of employees to be laid off or furloughed, and which organizational units, jobs, and employees will be affected. If a layoff or furlough cannot be avoided the Employer shall determine which employees are affected through seniority skill set and performance rating.

6.3 Consultation

In the event the Employer decides to lay-off or furlough any employees, it shall so advise Council 20 and the Union at least 30 days in advance, and shall consult with the Union during this 30-day period. Consultation may include any topic that is relevant to the layoff or furlough, such as impact, implementation, training, outplacement assistance, and timing. The Union shall have the opportunity to discuss alternative actions with the Employer, and these discussions shall occur within the 30-day period and shall not delay implementation of the layoff.

6.4 Advance Notice

Employees shall be entitled to not less than 20 days' advance written notice of an impending layoff, and not less than 14 days' advance written notice of furlough, or regular pay in lieu thereof, for the number of days the advance notice requirement is not met.

6.5 Recall

If a regular full-time employee is laid off, the employee's name shall be placed on a reemployment list and the employee shall have priority reemployment consideration rights in his/her former Department to any vacant position for which the employee is qualified, at the same or lower level from which the employee was laid off, for a period of nine (9) months following the layoff. No new employee shall be hired to fill a vacant position in a department until all employees on lay off status who are eligible and qualified to fill a vacant position have been considered for reemployment during the nine (9) month period following their date of layoff. Any employee on layoff who declines or fails to respond within 15 days of the date of a written job offer shall forfeit any further recall rights. If a laid off employee has a reasonable excuse for not responding to a written job offer within the 15-day time limit, the University will restore that person's name to the reemployment list.

6.6 Impact and Effects Bargaining

In the event of a layoff, the Employer shall, upon request, provide the Union with appropriate information to insure that the Union can engage impact and effects bargaining over the layoff.

6.7 Severance

The severance program shall be administered in accordance with the standard University policy.

ARTICLE 7 - JOB CLASSIFICATIONS

7.1 Position Descriptions

The Employer shall supply a copy of all position descriptions covering job categories in the bargaining unit to the Union within ninety (90) days of the effective date of this Agreement. Upon request by the bargaining unit member, the Employer will provide the bargaining unit member with a copy of his or her position description. The Employer will also supply the Union with a copy of any revised or new position description within thirty (30) days after its certification and, within thirty (30) days of receiving a written request from the Union, the Employer will discuss any changes to position descriptions. Within thirty (30) days of receiving either revised or new position description, the Union may request the opportunity to bargain over the impact and effects of any changes that impact employees' terms and conditions of employment.

7.2 Work Out of Classification

A. All assignments to work out of classification (higher level) will be in writing.

B. Payment for work at the higher classification shall be paid at the minimum rate of the higher grade, or one dollar ($1.00) per hour above the employee's current salary, whichever is higher. Payment will be distributed in the pay period following receipt of the approved recommendation.

7.3 Training Exception

This Article shall not apply when the employee has been assigned to work out of classification for the purpose of training. Employees shall have all training work assignments explained to them fully in writing.

ARTICLE 8 - HOURS OF WORK

8.1 Normal Standard Work Schedules

The standard work schedule of work for full-time employees shall be eight (8) hours per day, and five (5) days per week. Employees shall be provided an unpaid lunch break of either thirty (30) or sixty (60) minutes. The employees' lunch break does not count toward their eight (8) hour work day. To the extent permitted by both work load as well as staffing levels, employees may be provided reasonable break periods.

8.2 Posting of Work Schedules

Work schedules showing the employee work days and hours shall be distributed to each employee at least fifteen (15) days in advance. The Employer has the right to adjust schedules after they are posted or established. Changes to employee work schedules shall be communicated to the employee orally and in writing 72 hours in advance (except in emergencies).

8.3 Alternative Work Schedules

An employee may make a written request to his or her supervisor to work an alternative work schedule. While considering the employee's request, the supervisor may consider, among other things, whether: 1) the requested alternative work schedule is consistent with the staffing needs of management, 2) the requested alternative work schedule would be cost effective for management, 3) the requested alternative work schedule would be either a permanent or temporary change to the requesting employee's work schedule, and 4) the requested alternative work schedule is consistent with Section 8.1. Management must provide the employee with a written statement of approval or explanation as to why the request was denied within ten (10) working days of the submission of the request.

Employees making a written request for an alternative work schedule must submit the request at least fifteen (15) days in advance of the proposed effective date of the alternative work schedule. Employees who have been approved to work an alternative work schedule shall receive overtime and differential pay consistent with Article 9.

ARTICLE 9 - PERFORMANCE EVALUATION, PAY, AND PROMOTION

9.1 Performance Evaluation

A. General

All performance evaluations shall be based on job-related criteria. Employees will be provided a copy of their completed evaluations.

B. Evaluation Instruments

The Union will be afforded the opportunity to provide input into any changes or replacement of the current evaluation form and management will consult with the Union before adopting a new version of the form. Evaluators will use the standard evaluation instruments and procedures as prescribed by the Employer.

C. Performance Improvement

When an employee's performance is rated as "Fair Performer" or lower, a written performance improvement plan shall be developed. The development of this plan is a shared responsibility of the supervisor and the employee, and a copy shall be furnished to the employee.

D. Request for Review

An employee who is dissatisfied with the overall evaluation may request a review and reconsideration by both the evaluator as well as the next higher levels of management up to the Director. The Union may initiate a grievance at Step 3 within ten (10) days of the Director's decision. Only ratings below "Solid Performer" may be advanced to arbitration.

9.2 Pay

A. Grade Structure

All jobs in the bargaining unit shall be assigned to a grade level. The Employer may establish pay schedules specific to this bargaining unit. Each grade level shall have a minimum and maximum pay without steps. No bargaining unit member employed as of the effective date of this Agreement will receive less than $12.60 per hour.

B. Annual Pay Rates

LEVEL	MINIMUM	MAXIMUM
Library Assistant	$26,208	$48,458
Library Technician I	$29,998	$57,721
Library Technician II	$35,497	$63,901

No employee's base pay shall be less than the minimum.

Hourly rates are the annual rates divided by 2,080.

C. Performance Pay Increases

1. The Employer will make every reasonable effort to submit evaluations in a timely manner.
2. The Employer will give each Employee a mid-year evaluation no later than January 30th of each year in order for the Employee to have time to improve his or her performance. If an Employee does not receive a mid-

year evaluation, then that Employee will receive a rating no lower than the rating received on his or her last evaluation.

3. All employees with over six months' service as of June 30 shall be evaluated annually in July. Pay increases based on these evaluations shall be effective the first pay period in October.
4. Employees with at least six months' service in their grade level shall receive pay increases as indicated in paragraph 9.2.C.7 below. New employees hired January 1 through June 30 will not be eligible for performance increases until the following calendar year.
5. For the contract year beginning August 2, 2016, if an Employee received a rating of Solid Performer or above for their 2016 evaluation, the Employee shall receive a 3% increase retroactive to January 1, 2016.
6. For the contract year beginning August 2, 2017, Employees shall receive no pay increase.
7. After the contract has expired, pay increases will be based on performance (as shown below), absent a new agreement to the contrary:

Rating	Increase
Extraordinary Performer	3.0%
Key Contributor	2.5%
Solid Performer	2.0%
Fair Performer	0%
Unsatisfactory Performer	0%

8. In the event that an employee is entitled to a performance pay increase and that increase would result in the employee's rate of pay being over the maximum of his or her range, the employee shall be entitled to that portion of the increase up to the maximum added to his or her base rate of pay and shall receive the remainder of the increase in a lump-sum payment that shall not be added to his or her base rate of pay.
9. Management will make every effort to ensure that all pay increases will be made timely.

D. Premium Pay

1. Overtime

a. The overtime rate shall be 150% of the straight-time base pay rate. All work over 40 hours in a week shall be compensated at the overtime rate. For purposes of this section, appropriately scheduled and pre-approved annual leave as well as holidays shall be considered toward an employee's cumulative hours worked. Sick leave shall not be considered. Overtime is subject to authorization by management in advance.

b. In deciding who shall work overtime, the Employer will first consider employees who volunteer and are qualified to perform the overtime assignment. There shall neither be a requirement to use higher-level employees rather than lower level employees, nor shall there be any prohibition against mandatory (involuntary) overtime. Management will equitably distribute overtime opportunities among qualified and available employees, with preference to volunteers.

2. Night Differential

Employees shall be paid night differential (10%) according to standard University policy.

3. Sunday Differential

Employees shall be paid Sunday differential (25%) according to standard University policy.

9.3 Promotions

A. Definition

A promotion is the advancement to a position ranked at a higher-grade level (e.g., either Library Assistant to Library Technician I or Library Technician I to Library Technician II). Upon being promoted, the employee shall be required to serve a 6-month probationary period.

B. Position

Promotion opportunities shall be posted on the University's website in accordance with the applicable University policies and procedures.

C. Use of Seniority

The Employer has the sole right to make promotion and hiring decisions, and may use any information that it considers relevant in assessing applicants' relative qualifications. Seniority shall be used in making a promotion decision only if the two best applicants are equally qualified.

ARTICLE 10 - LEAVE

The leave program shall be administered in accordance with standard University policy.

10.1 Bereavement Leave

Bereavement leave of three (3) work days with pay, without reduction in leave or service, will be granted to all full-time employees following a death in the employee's immediate family. Immediate family is defined as spouse, domestic partner, father, mother, legal guardian, son, daughter, brother, sister, and grandparent. Proof of entitlement shall be required.

10.2 Leave Bank

The University leave bank donation policy shall apply to all members of this collective bargaining unit.

ARTICLE 11 - HOLIDAYS

11.1 Observance

The University observes ten holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

11.2 Pay

Except as provided in Section 11.4, employees shall be granted holiday leave with pay on observed holidays. To be eligible, the employee must be in a pay status the last scheduled workday before, and the next scheduled workday following the holiday.

11.3 Designated Holiday

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If a holiday is observed on an employee's regular day off, the employee shall be entitled to another day off ~~to be designated by management~~ to be designated by mutual agreement between the supervisor and the individual.

11.4 Holiday Work

If an employee is required to work on an observed holiday, the employee shall be paid the normal holiday pay plus pay for time worked at the normal straight-time rate.

11.5 Holiday Scheduling

To the extent practicable, management will not require employees to work on an observed holiday, if qualified volunteers are available.

ARTICLE 12 – SENIORITY

12.1 Definition

A. University seniority is defined as total length of service (whether continuous or not) in a continuing appointment at Howard University.

B. Bargaining unit seniority is defined as total length of service in this bargaining unit.

12.2 Accrual

Seniority shall continue to accrue while an employee is on any approved leave or on furlough.

12.3 Seniority List

A. The Employer shall furnish the Union an updated seniority list each January and each July. The list shall include the employee's name, job title, seniority date, bargaining unit seniority date (if different), and department.

B. If there is an error in any employee's seniority, then it is the Employee's responsibility to contact Human Resources to correct the error.

12.4 Probationary Period

A. Length

The probationary period is a trial period during which the employee must demonstrate his/her qualifications and ability to perform the full duties of the position. The probationary period shall be 6 months.

B. Separation

At any time during the probationary period, the Employer may discharge probationary employees at will, and such discharge shall not be subject to the grievance/arbitration provisions of this Agreement. For probation due to promotion of a bargaining unit employee to a higher level bargaining unit position, the Employer agrees to return the employee to his former position, if available, or consider demotion to a suitable vacancy before considering separation.

12.5 Vacation, Overtime, Days Off and Shift Preference

Job seniority shall be considered in assigning employee vacation time, overtime work, days off, and shift preference. However, in assigning overtime and shift preference, the Employer will also consider an employee's ability, skills, knowledge of job, attendance record and other job related factors. Management shall solicit volunteers when overtime work is required at either the Louis Stokes Health Sciences Library, University Library, or the Moorland-Spingarn Research Center. In the event a sufficient number of volunteers who are qualified to perform the job functions are not available, overtime work shall be assigned to qualified bargaining unit members in inverse order of seniority.

Additional hours of work that could result in a bargaining unit member receiving overtime shall be equally distributed among bargaining unit members. Specific arrangements for the equitable distribution of these additional hours of work shall be mutually agreed upon by the Employer and the Union during Labor-Management meetings.

Pre-approved annual leave taken during any given pay period shall count as productive hours for overtime purposes only when the employee is requested to work additional hours during that same pay period that were not a part of his or her regular work schedule.

Sick leave taken during any given pay period shall not count as productive hours and, therefore, shall not be considered for purposes of overtime.

ARTICLE 13 - DRESS CODE

All library employees are expected to report to work on time ready to work. All library employees are expected to maintain a standard of dress which ensures neatness, cleanliness and appropriateness of attire for a library workplace setting. For example, library employees may not wear: torn or dirty clothing; low cut tops that reveal the chest (i.e. cleavage or chest hair); tank tops or tops that expose the entire back or are strapless; pants, skirts, or dresses that expose the upper thighs/hips or buttocks; hats; beach attire such as bathing suits and flip-flops; or logos or graphics that reflect violence, discriminatory, abusive, demeaning, obscene, or derogatory images or messages.

On days when employees are primarily assigned to perform extensive library clean-up or restocking of books that is outside the ordinary course of library operations and hours, employees are permitted to wear short pants that are no more than three inches above the knee, or neat, clean, and lose fitting jogging or sweat pants.

ARTICLE 14 - SAFETY AND HEALTH

14.1 Requirements

The Employer shall make reasonable provisions for the safety and health of its employees. Employees are required to work safely, avoid accidents, and observe all safety and health rules established by the Employer. Issues regarding employee health and safety shall be a standing agenda item at each Labor-Management meeting.

14.2 Notice

Employees shall immediately refer any unsafe or unhealthful conditions to the Employer.

The Employer, likewise, shall notify employees immediately when an unsafe or unhealthful working condition or situation of imminent danger is determined to exist. The Employer will facilitate a remedy and monitor the condition until it has been resolved.

14.3 Safety Determinations

Determinations as to what situations are in fact unsafe or unhealthful shall be made through the University's Office of Environmental Health and Safety. Should an unsafe or unhealthful working condition be determined to exist, the Employer shall reassign the employee(s) until such condition is resolved.

14.4 Drug/Alcohol Use

The parties recognize that substance abuse is inconsistent with sound safety and health concepts and is inimical to the welfare of the University. The University has adopted a policy concerning controlled substances, and a Drug and Alcohol Abuse Prevention Program. The Employer may conduct drug/alcohol testing for cause.

ARTICLE 15 - GRIEVANCE/ARBITRATION PROCEDURE

15.1 Definition

A grievance is an allegation by an employee or the Union that the Employer has violated an express provision of this Agreement, or a dispute involving the interpretation or application of this Agreement or a violation of an applicable provision of the Employee Handbook (Non-Faculty) as it may be amended from time to time. Grievances may be filed at whatever step resolution is possible, but in no event higher then Step II.

Written grievances as required herein shall contain the following:

A. It shall be signed by the grievant(s) and, where appropriate the President of Local 3829;
B. It shall contain a statement of the facts giving rise to the alleged violation, including the date of occurrence;
C. It shall cite the specific clause(s) of the Agreement alleged to have been violated; and
D. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. The Union shall be allowed to re-file the grievance, unless the time limits have expired.

15.2 Grievance Procedure - Steps

A. Step 1 – Oral Notice to Unit Manager with written notice submitted within three (3) days with a copy to the Director.

Not later than 10 days after the event giving rise to the grievance, the employee must discuss the grievance with the unit manager. The employee may, if so desired, be accompanied and represented by the employee's steward. The manager shall orally respond to the employee within 10 days; written confirmation is permitted. Step 1 decisions shall not be considered as precedent.

B. Step 2 - Written Grievance to Director

1. If the grievance is not resolved at Step 1, the Union may file an appeal to either the Director of the University Libraries, the Moorland-Spingarn Research Center or the Louis Stokes Health Sciences Library (as appropriate) within 10 days following the supervisor's Step I decision. Such appeal must be in writing and include a clear statement of the facts, contentions of the grievant, particular contractual provisions involved, Step I decision, and remedy sought. The Step 2 appeal must be signed by the grievant and the authorized Union representative.

2. A grievance concerning discharge may be initiated at Step 2.

3. The Director (or designee) shall meet with the steward and the grievant, and render a written decision to the Union within fifteen (15) days following receipt of the Step 2 appeal.

C. Step 3 - Written Grievance to either the Provost or the Senior Vice President for Health Sciences

1. The Union may appeal an adverse Step 2 decision to either the Provost or the Senior Vice President for Health Sciences within 10 days following receipt of the Step 2 decision.

2. Provost (or designee) or the Senior Vice President for Health Sciences shall meet with the Union representative and render a written decision within twenty-one (21) days following receipt of the Step 3 appeal.

Such appeal must:

(1) be in writing, and signed by the authorized Union representative; (2) specify the reason for the appeal; (3) include a clear statement of the facts, contentions of the Union, particular contractual provisions involved, remedy sought, and a description of any settlement offers made; (4) include a copy of the Step 2 grievance and decision, and, (5) identify, the Union's Step 3 representative.

15.3 Grievance Procedure - General

A. Time Limits

The time limits for filing grievances and appeals are of the essence of this Agreement, and are to be strictly enforced. The failure to meet the prescribed time limits to file a grievance or appeal (including to arbitration) shall be considered as a waiver of the grievance and management's last answer shall be controlling.

B. Failure to Decide

Failure by the Employer to render a decision within the time limits prescribed in Section 15.2 (including mutually agreed to extensions, which must be in writing) shall entitle the Union to advance the grievance to the next Step, whereupon the time limits applicable to an appeal to that next Step must be observed.

C. Arbitrability

Regarding discipline cases, only grievances concerning suspension or discharge may be appealed to arbitration. Regarding non-discipline ("contract") cases, any grievance may be appealed to arbitration, unless restricted by a specific provision of this Agreement.

15.4 Arbitration

A. Appeal Procedure

Any grievance on an arbitrable issue that has been properly and timely processed through the grievance procedures set forth in this Article and that has not been settled may be appealed to arbitration by the Union within 15 days of the Union's receipt of an adverse Step 3 decision, by the Union serving the Employer with written notice of its appeal. The parties agree to use the services of the Federal Mediation and Conciliation Service (FMCS) and to abide by its rules. By mutual agreement, the parties may use other methods or sources (e.g., American Arbitration Association) to resolve disputes.

B. Arbitrator's Jurisdiction

The arbitrator's authority shall be limited to deciding only the issue(s) presented, and in that context interpreting the express provisions of this Agreement. The arbitrator shall have no authority to change, amend, modify, add to, or detract from the provisions of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The written decision on the merits of any grievance adjudicated within the jurisdiction and authority of the arbitrator shall be final and binding on the employee, the Union and the Employer.

C. Fees and Expenses of Arbitration

The fee and expenses of the arbitrator shall be borne by the party against whom the grievance is decided. In the case of a "split decision," the fees and expenses of the arbitration shall be shared equally. Otherwise, each party shall bear its own arbitration expenses.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

16.1 Principles

A. Employees shall be disciplined or discharged only for just cause.

B. If it is necessary to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

C. The parties agree to the principle of progressive discipline, but recognize that more serious offenses warrant more serious discipline, up to and including termination of employment, without progressive discipline.

16.2 Steps

1. Formal Counseling shall be considered pre-disciplinary and is not grievable.

2. Letter of Warning shall include an explanation of the deficiency or misconduct to be corrected. A letter of warning may not be grieved beyond Step 3.

3. Suspension shall require written notice to the employee and the Union.

4. Discharge shall require written notice to the employee and the Union setting forth the reason(s) for the action.

16.3 Employee Discipline Records

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years.

16.4 Special Situations

Notwithstanding the principles of Section 16.1 or the steps in Section 16.2, the Employer also retains the right to take whatever action it considers appropriate to deal with emergency or serious situations, or situations involving a risk to life, safety, or property. If an employee is suspended pending investigation, such suspension shall be with pay unless the situation involves conduct incompatible with the welfare of the University.

ARTICLE 17 - REPRESENTATION

17.1 Designation of Stewards

A. Stewards (who shall be employees) may be designated by the Union for the purpose of investigating, presenting, and adjusting grievances.

B. The Union may designate up to 9 stewards to represent employees in the steward's designated area of representation.

C. The Union shall certify its President, Chief Steward and all other stewards to the Employer in writing in January and July of each year, and specify which steward represents which work location; no more than one steward may be certified for any particular work location, except at Founders and the Undergraduate Library, as described below.

D. Stewards shall be designated from each of the five areas listed below, and shall be allowed to represent employees in the designated area.

Area	No. Stewards	Units Included
1	1	Moorland-Spingarn Research Center
2	1	Louis Stokes Health Sciences Library
3	1	Social Work, Divinity
4	1	Business
5	2	Founders Library

17.2 Rights of Stewards

A. When it is necessary for a steward to perform steward duties while on duty, the steward shall submit a written request to his or her supervisor requesting time away from his or her work area. Such request shall include the name of the supervisor of the employee with whom the steward needs to meet, the employee's work area, the location of the meeting and the approximate amount of time that will be required for the meeting. Such request shall not be unreasonably denied.

B. In the event a steward requests to meet with another employee, that employee must also request from his or her supervisor permission to do so. As with requests made under Section 17.2.A above, these requests shall not be unreasonably denied.

17.3 Payment of Stewards

The Employer will authorize payment only under the following conditions:

A. Grievance - Steps 1, 2, & 3:

One steward for time actually spent in grievance handling, including investigation and meetings with the Employer or an employee, and writing the grievance. The amount of time to be authorized for steward duty is to be minimized and controlled, within reason.

B. Meetings called by the Employer for the exchange of information, consultation, and other conditions related to the application of this Agreement.

C. Payment as outlined above will be granted at the employee's applicable straight-time rate, provided the time spent is part of the employee's regular workday.

17.4 Bulletin Boards

The Employer agrees to provide bulletin board space in all branches for official Union notices. Bulletin boards must be kept neat and orderly, and may not contain materials that are denigrating, confrontational, disparaging, or offensive.

17.5 Official Personnel Folder

A. A steward shall be allowed to request and receive copies of documents in a grievant's Official Personnel Folder (which is maintained in the Office of Human Resources), provided the employee so authorizes in writing.

B. Nothing shall be filed in an employee's Official Personnel Folder without the employee's knowledge. An employee is deemed to have knowledge if notified orally or in writing. Documents initiated by the employee, and documents that have been issued to the employee (the original or a copy) will be deemed to have satisfied the notification requirement.

C. An expired letter of warning shall be removed from the employee's Official Personnel Folder upon the employee's written request.

17.6 Access

Accredited representatives of the Union (local, District Council, or International) may request reasonable access to conduct Union business through established University channels, and such request shall not be unreasonably denied.

ARTICLE 18 - NO STRIKE OR LOCKOUT

18.1 No Strikes

In consideration of the Employer's commitment as set forth in Section 18.3 of this Agreement, the Union, its officers, agents, representatives, stewards, and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, boycott, or any other interference with or interruption of work at any of the Employer's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, boycott, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 15 of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Employer and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Employer and the Union at the time this Agreement was negotiated or executed.

18.2 Discipline for Violation of Section 18.1

The failure or refusal on the part of any employee to comply with the provisions of Section 18.1 of this Agreement shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to the arbitration provisions set forth in Section 15.4 or Section 18.4 of this Agreement. The failure or refusal by a Union officer, agent, representative, or steward to comply with the provisions of 18.1 of this Agreement constitutes leading and instigating a violation of Section 18.1, it being specifically agreed that the Union officers, agents, representatives, and stewards, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 18.1 of this Agreement by reporting to work and performing work as scheduled and/or required by the Employer.

18.3 No Lockouts

In consideration of the Union's commitment as set forth in Section 18.1 of this Agreement, the Employer shall not lock out employees.

18.4 Expedited Arbitration

In the event of an alleged violation of Section 18.1 of this Agreement arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 15 of this Agreement, the Employer may institute expedited arbitration proceedings regarding such alleged violation by delivering written or telegraphic notice thereof to the Union and to the American Arbitration Association. Immediately upon receipt of such written or telegraphic notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearings, give telephonic

notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The Employer and the Union shall share the fee and other expenses of the arbitration in connection with this expedited arbitration proceeding equally. The failure of either party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 18.1 of this Agreement has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining, or mitigating such violation. If the arbitrator finds that a violation of Section 18.1 of this Agreement is occurring or has occurred, he shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Employer and the Union.

18.5 Injunctive Relief Pending Expedited Arbitration

In the event of an alleged violation of Section 18.1 of this Agreement to which Section 18.4 of this Agreement is applicable, the Employer may immediately apply to the United States District Court for the District of Columbia for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

18.6 Damages and Other Remedies

In addition to any other remedy set forth in this Article 18, the Employer, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the Union for damages suffered by the Employer as a result of a violation of this Article 18. The remedies set forth in this Article 18 are not exclusive, and the Employer may pursue whatever other remedies are available to it at law or equity.

ARTICLE 19 - Reserved

ARTICLE 20 - TRAINING

20. 1 General

The Union and the Employer shall encourage employees to take advantage of training and educational opportunities, which add to skills, and qualifications needed to improve their efficiency in job performance and in areas needed for advancement.

20.2 Notice

Employees who desire to participate in training or educational programs shall provide the Employer with reasonable and sufficient advance notice in writing of such interest and/or

intent. The Employer shall notify the employee(s) of the approval or disapproval of requested training in a timely fashion in writing prior to the beginning of such training. If requested training is disapproved, management will give the reason in writing.

20.3 Impact of Automation Changes

At the University's expense, employees required to perform automated functions shall be given the training necessary to maintain the required level of competence in the performance of their job responsibilities. The Union will be provided timely notification of any reorganization or automation plans that affect the bargaining unit.

20.4 Training Expenses

Job-related training expenses, which are approved in advance by the Employer, shall be reimbursed to the employee in accordance with established University reimbursement policies and tuition assistance programs.

ARTICLE 21 - BENEFITS

The Employer will provide benefits in accordance with general University Policy.

ARTICLE 22 - LABOR-MANAGEMENT COOPERATION

22.1 General

To promote effective working relationships and the sharing of information, there shall be quarterly labor-management meetings to discuss items of mutual concern. To ensure continuity of operation, all management and labor representatives shall attend the same quarterly, labor-management meeting. The frequency of the meetings may be changed by mutual agreement. The time, date, and place of the meeting shall be established by mutual agreement.

22.2 Agenda Items

Agenda items for the quarterly, labor-management meetings shall be exchanged at least five days in advance of each meeting. Individual grievances shall not be discussed at labor-management meetings.

22.3 Attendance

The Union shall be entitled to have up to six (6) persons in attendance: President, Chief Steward, and four others. If necessary, the Union may request others be allowed to attend and

participate concerning a specific issue. Attendance shall be on a "no gain/no loss" basis, i.e., attendees shall be on the clock (not charged leave) if the meeting is during the employee's regular scheduled workday. Employees who attend labor-management meetings during their off-duty time shall not be compensated for attending the meeting.

ARTICLE 23 - EMPLOYEE ASSISTANCE PROGRAM

23.1 Program

The University shall provide a confidential Employee Assistance Program (EAP). The EAP is not a disciplinary program, but rather a medical/behavioral program.

23.2 Privacy

All records and activities within the EAP shall be maintained in confidence. A supervisor who refers an employee to the EAP shall have the right to be advised only of the employee's participation or non-participation.

23.3 Referral

There are several types of referral, including:

A. Self-Referral -- an employee may independently seek assistance through EAP.

B. Management Referral -- an employee's supervisor may refer the employee to the EAP when the employee's job performance is negatively affected because there may be underlying medical behavioral problems. The initial management referral shall be on the clock.

C. Union Referral -- all Union stewards and officers are encouraged to refer employees to the EAP.

ARTICLE 24 - SUBCONTRACTING

The Employer will consult with the Union before making any final decision to contract out work being performed by bargaining unit employees.

ARTICLE 25 - Reserved

ARTICLE 26 - SEPARABILITY AND DURATION

26.1 Entire Agreement

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Employer expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Employer to bargain collectively, over all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not; (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Employer and the Union during negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed. As used in this Section 26.1, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate, and the right to obtain information from the other party. This Agreement contains the entire understanding, undertaking, and agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first sentence of this Article 26.1, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.

26.2 Separability

In the event any provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other provision of this Agreement. In such event notwithstanding the provisions of Section 26.1 of this Agreement, the parties agree to meet to negotiate a provision to replace the provision adjudged in conflict with law. Neither party shall be required to meet with the other for the purpose of negotiating a replacement provision after 30 days have elapsed since the issuance of the decision or order of the court or administrative body adjudging a provision as in conflict with law.

26.3 Duration

This Agreement shall become effective at 12:01 a.m. on the first day after it is signed, and shall continue in full force and effect through midnight August 1, 2018. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party, and received by the other no less than sixty (60) and no more than ninety (90) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this 17th day of November, 2016.

FOR AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3829

Executive Director

Staff Representative

President

Vice President

Chief Steward

FOR HOWARD UNIVERSITY

Dr. Wayne Frederick, President

Michael Masch, Chief Financial Officer