

AGREEMENT

between

McDANIEL COLLEGE



and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 500, CtW**



August 16, 2021—May 31, 2023

PREAMBLE

McDaniel College (“the College” or “the Employer”) and Service Employees International Union Local 500 (“SEIU” or “the Union”) believe that every student deserves a quality education. Further, we believe that a quality education is a fundamental right of each student and that all of our students can be academically successful. We mutually share the responsibility to ensure that our students will succeed. The parties to this Agreement are therefore dedicated to achieving the goals of the College.

The College recognizes the extraordinary commitment of all College employees, including its adjunct faculty members, and the efforts that are made every day to benefit students. The College also understands that excellence in education begins in the classroom. To that end, the College continues its commitment to do everything within its power to provide wages and working conditions that will reward, attract, and retain the best possible instructional faculty. SEIU shares this commitment. It is hoped that through this sharing of responsibility, McDaniel College will remain a highly desirable institution of both undergraduate and graduate education.

SEIU is committed to working in a collaborative environment with all other employees and with the College administration in a manner that will enhance our students’ chances for success and that will insure the continued excellent reputation enjoyed by McDaniel College as a place to learn and to advance both understanding and knowledge.

Article 1 **RECOGNITION AND BARGAINING** **UNIT DESCRIPTION**

A. Pursuant to a certification of representation issued by the National Labor Relations Board in Case No. 5-RC-175386, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all adjunct lecturers and graduate adjunct lecturers who are paid by the class and who teach credit-earning classes in* face-to-face settings (on or off campus) at

or for McDaniel College; but excluding all adjunct lecturers and graduate lecturers who serve only as field-based supervisors, adjunct lecturers and graduate adjunct lecturers who teach only on-line, office clerical employees, confidential employees, managers, guards and supervisors as defined in the Act.

B. The parties agree that in the event of any emergency situations declared by the College, bargaining unit members who teach credit-earning classes in a face-to-face modality on or off campus at or for McDaniel College may temporarily teach remotely a class that was previously scheduled as a face-to-face class without altering the nature and scope of the bargaining unit. This provision shall not be construed to alter or detract in any way from the College's management rights as set forth in Article 5.

Article 2
BARGAINING UNIT INFORMATION

A. The Employer agrees to provide to the Union a preliminary list of all adjunct faculty members covered by this Agreement no less than four (4) weeks prior to the first day of classes each term.

B. This list will include the most current information contained in the College's HRIS system: home address, home phone number, the McDaniel faculty email address, employee id number, term the adjunct faculty member first taught at McDaniel, and length of individual contract. For each adjunct faculty member on the list, the Employer will identify:

- * All courses taught by the adjunct faculty member during the semester;
- * Course title and number;
- * The date the course begins and ends;
- * The department/program in which the course is offered;
- * Time/s, day/s and location/s of course (to the extent that this information is available)
- * The number of credits offered for the course;

- * Salary for the course; and
 - * The standard course cap for each course, if one exists.
- C. The Employer will provide an updated and finalized list no more than four (4) weeks following the first day of classes in each term.
- D. The Union shall be given the opportunity to schedule meetings of new faculty bargaining unit members following the conclusion of any graduate or undergraduate faculty meetings, provided that space is properly reserved.

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.
- C. The Employer shall recognize no more than five (5) adjunct faculty members who are members of the bargaining unit, whether they are currently assigned or not, who are members of the bargaining unit and who are designated by the Union as workplace leaders to attend to matters related to the administration of this Agreement when authorized by the Union to do so.
- D. Workplace leaders and/or Union representatives shall be given up to ten (10) minutes' time on the agenda of adjunct faculty orientation meetings, whether in-person or virtual, for undergraduate and graduate adjunct faculty members in order to present information about the Union and to recruit Union membership.
- E. The College shall provide the Union with a Microsoft Teams site (or site based on a comparable software system as used by the College) which will be created as a meeting room for

SEIU to provide information to all adjuncts. McDaniel will make the Microsoft Teams (or comparable) software available to all members of the bargaining unit. Once the Microsoft Team (or comparable) site is established, it shall be SEIU's responsibility to administer content for the site.

F. The Employer will provide a link to this Agreement on the McDaniel College Human Resources Department website. SEIU Local 500 is free to include a link to the McDaniel College website on its own website.

G. The Union shall be given the opportunity to schedule meetings of new faculty bargaining unit members following the conclusion of any graduate or undergraduate faculty meetings, provided that space is properly reserved.

Article 4
UNION SECURITY AND CHECK-OFF

A. It shall be a condition of employment that adjunct faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union, or in lieu of union membership, to pay an agency fee, as determined by the Union.

B. It also shall be a condition of employment that all adjunct faculty members covered by this Agreement who are hired on or after its effective or execution date, which is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment, either become or remain members in good standing of the Union, or pay an agency fee as determined by the Union. A newly hired part-time faculty member shall authorize the automatic agency fee deduction as part of the onboarding process.

C. Payment of Union dues and/or fees may be made via the check-off procedure provided by this Article. It is agreed that the College shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by an adjunct faculty member arising from deductions made by the College hereunder or from the enforcement of this Article.

D. The College further agrees to deduct voluntary contributions made by employees to the SEIU Local 500 *Committee on Political Education* (COPE) and to remit said contributions to the Union at the same time as Union dues and agency fees are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the employee.

E. Each payday, the College shall deduct from an adjunct faculty member's wages a sum of dues and/or fees owed to the Union and authorized under federal labor law, provided that the adjunct faculty member has furnished the College with a written assignment executed in accordance with law. The Union will provide to the College a suitable form for automatic deduction of agency fee upon hire or the authorization of a payroll deduction for union membership, and, as to new adjunct faculty, the College will include the agency fee authorization in his/her initial employment packet. Employment shall not commence until the agency fee deduction is authorized. Authorizations may be in electronic form or via voice authorization provided, however, that any such authorization be confirmed in writing (including by email), and that the College is provided with written confirmation of such authorization.

F. The Union shall be ultimately responsible for obtaining executed written assignments from bargaining unit members. However, the College shall cooperate with the Union in seeking compliance with this provision by notifying covered adjunct faculty at their time of hire of the existence of this Agreement and by providing them with Union membership and pay deduction

materials supplied by the Union, as part of their new hire paperwork. Adjunct faculty must choose a union status in order for the hiring process to be completed. Materials voluntarily completed by the adjunct faculty member and returned to the College shall be promptly remitted to the Union.

The College shall remit the dues and/or fees to the Union or its duly authorized representatives not later than ten (10) working days after each payday. In the event that no earnings or wages are due on the payday of any month, the College shall deduct from the first wages due thereafter, the dues and/or fees so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Following receipt of any check-off revocation, the College shall notify the Union, in writing, of the revocation. Should the College fail to make the above deduction notwithstanding its receipt of a valid written authorization, the College shall be liable to the Union for the amount thereof within forty-eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the College to collect or recover the monies directly from the adjunct faculty member.

Article 5 **MANAGEMENT RIGHTS**

The Employer recognizes the right of employees to be treated with dignity and respect by management in all aspects of the operations of the College. Except where limited by this Agreement, the parties recognize that McDaniel College is entitled to exercise certain management rights, including but not limited to the right to determine the purpose and mission of the College; to determine its budget; to determine the size of each class; to assign the number of credits to be earned in any particular class or course of study; to implement assessments of its choosing; to determine the outcomes of courses or programs; to select text books and other course materials in order to insure appropriate academic outcomes; to determine whether a class is to be offered on-line; to determine standardized assessments in furtherance of achieving or maintaining accreditation; to alter the

composition and size of the workforce, including the right to relieve employees from duty because of lack of work, under-enrollment or over-enrollment in particular courses, areas of study, or programs, or for other legitimate reasons; to hire, assign, and transfer employees as the needs of the College require, and to direct their work; to determine minimum and maximum class size; to set standards of conduct, including the right to discipline or terminate employees for just cause, including but not limited to misconduct and/or abandonment of their position prior to the completion of a course and the posting of final grades; to survey students and others in order to obtain feedback and other information about the quality of a particular course and the manner in which it is being taught; to observe and evaluate employees; to determine the location, methods, means, personnel, and equipment by which its operations are to be conducted; to determine locations and length of particular courses; to establish and adjust the College calendar, including the date on which courses commence and conclude; and to set minimum standards and qualifications for its faculty members.

Article 6
NO STRIKE – NO LOCKOUT

- A. The Union agrees that during the term of this Agreement and during any extension thereof, it will not strike, picket, engage in, or support any sympathy strike or picketing in support thereof, engage in any secondary boycott, or boycott the College for any reason pertaining to a labor dispute, nor will it encourage such conduct.
- B. The Union further agrees that, if necessary, it will order its members to perform their obligations to the College hereunder and to use its best efforts to get the employees to perform such obligations.
- C. During the term of this Agreement and during any extension thereto, the College concomitantly agrees not to engage in any lockout.

Article 7
ASSIGNMENTS, APPOINTMENTS AND REAPPOINTMENTS

- A. Initial offers of course assignments will be made to adjunct faculty in writing no later than May 15th for the fall term; October 15th for the spring term; and February 15th for the summer term. If a faculty member taught during the previous corresponding term and a course assignment is not being offered, the adjunct faculty member will be notified of same by these same dates. Initial notification of an assignment not being offered does not preclude an assignment being offered at a later date.
- B. The letter of appointment will include information about course minimums and maximums or a link to such information.
- C. An adjunct faculty member who is provided notice in writing of course assignment(s), or who is offered a choice of course assignment for a semester, shall notify the College of the acceptance of the assignment(s) within two (2) weeks of receiving notice about the assignment.
- D. If an adjunct faculty member has preferred time(s) or day(s) in which he or she would like to teach, those preferences may be communicated to the department chairs or program coordinators.
- E. In making course assignments, the contracts of tenure-track faculty, lecturers, and other full-time employees will be considered first. Remaining assignments will be made from the ranks of either existing adjunct faculty or new adjunct faculty, in accordance with this Article.
- F. Adjunct faculty members who have taught a face-to-face course for a minimum of four (4) semesters within a period of five (5) academic years will receive good faith consideration for an appointment to teach the same course at the same location if it is offered by the College within one (1) academic year of the most recent appointment, provided the College intends for the course to be taught by a part-time faculty member covered by this Agreement.
- G. Reappointment for those adjunct faculty members referred to in Paragraph (F) of this Article may be denied, reduced, or cancelled under the following circumstances, provided that for the reasons

set forth in (a) through (c) below, the impact shall be limited to the relevant course or courses taught by the adjunct faculty member:

(a) To ensure that non-adjunct faculty members and staff can meet expected teaching requirements.

(b) Restrictions in an MOU between the College and a community partner that limit flexibility in faculty appointment.

(c) Elimination or downsizing of a department or program, or a reduction in the number of courses or sections (hereinafter, "courses") offered in the applicable semester.

(d) Cancellation of a course or courses due to under-enrollment, based upon a predetermined standard for minimum enrollment.

(e) Elimination or decrease in courses due to changes in General Curriculum requirements or major or minor or program offerings.

(f) Poor performance by the adjunct faculty member, as evidenced by the adjunct faculty member's evaluation file as set forth in Article 18 (Evaluations), or the adjunct faculty member's failure to correct a performance problem identified in an evaluation conducted pursuant to Article 18 (Evaluations) or by a Department Chair/Program Director or designee through prior discussion.

(g) Discharge for serious misconduct or neglect of duties.

H. Adjunct faculty members may provide input to their department on what course(s) s/he would like to teach. Adjunct faculty members may meet with Department Chairs or their designees to discuss their qualifications for and interest in teaching particular courses.

I. When an adjunct faculty member has returned a signed appointment letter, the College will assign his or her name to that course in the online schedule of courses, typically within a period of ten (10) business days.

J. If an adjunct faculty member has agreed to teach a course and the assignment is cancelled for any reason, the department will promptly notify the adjunct of the cancellation. If another section of the same course is available to be taught at the same location that has not been assigned to another faculty member, the adjunct faculty member will be offered the opportunity to accept the alternate assignment.

K. Nothing in this Article shall preclude adjunct faculty members from being offered courses that are added to the schedule after initial assignments are made.

L. Nothing in this Article shall preclude the College from making faculty assignments based upon the need to schedule classes appropriately across time codes.

Article 8
ORIENTATION

A. Orientations, which may include updates on policies and procedures related to teaching, student affairs, and human resources, shall be made available for adjunct faculty. The College shall allow adjunct faculty to participate remotely in orientations

B. Adjunct faculty members will be required to complete all training specified as required by the College, as outlined in the appointment letter. Faculty members and the Union will be given adequate notice of the time and location of such training, which may be either face-to-face or on-line.

C. In the limited circumstances where face-to-face training is required, the Employer shall make a reasonable effort to accommodate faculty members with obligations that conflict with the scheduled times and locations of such training(s).

Article 9
ACADEMIC FREEDOM AND ADJUNCT FACULTY RIGHTS

A. Subject to the terms of this Agreement, adjunct faculty members shall enjoy the same academic freedom as full-time faculty in the course of their classroom teaching, mentoring students, scholarship, research and/or creative work.

B. Adjunct faculty members will follow McDaniel College's policy on plagiarism and the Student Code of Conduct, and will be supported and assisted in holding students accountable under the policy.

Article 10
NON-DISCRIMINATION

A. McDaniel College reconfirms its commitment to equal opportunity, fair employment practices, diversity, and an environment free of discrimination and sexual or other discriminatory harassment as recognized under applicable law and/or as stated in the College's written policies, as each may be amended from time to time. Employees who are members of classes deemed to be protected by federal or local civil rights laws and/or by McDaniel College policies governing non-discrimination during the term of this Agreement shall remain as members of protected classes for the duration of this Agreement.

B. The Union acknowledges that, like other McDaniel College employees, adjunct faculty members covered by this Agreement are subject to College policies prohibiting discrimination and harassment, as referenced in Paragraph A of this Article 12.

C. The College will continue to publicize the locations of its equal opportunity policies and procedures, including its sexual harassment policy.

D. The College shall not discriminate against or harass any faculty member on the basis of Union membership status or lawful Union activity.

Article 11
HEALTH AND SAFETY

A. McDaniel College and the Union are committed to a healthy and safe working environment for all faculty members. To that end, the Labor Management Committee (as provided for in Article 15) may include, as part of its agenda, issues relating to health and safety.

B. The College will provide members of the bargaining unit with information regarding threat assessment programs, protocols, or announcements regarding campus safety that are provided to other members of the McDaniel community, including regular faculty members.

C. The expectations of student behavior are guided by the policies outlined in the College's Code of Student Conduct. If an adjunct faculty member is concerned about an individual undergraduate student's behavior, he or she should contact a member of the student outreach network. If an adjunct faculty member is concerned about an individual graduate student's behavior, he or she should contact a program official.

D. In the event of an immediate threat, adjunct faculty members should notify campus safety officials or appropriate public safety officers. Whatever accommodations are offered to full-time faculty in College-declared emergency conditions, shall also be offered to adjunct faculty.

Article 12
PAYDAY

A. A faculty member may be paid bi-weekly for the teaching and other compensable duties he/she performed, provided the faculty member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment.

B. Faculty members shall receive an itemized pay stub, either in paper or electronic form. The precise payday shall be the same day set for others in the College who are similarly situated.

Article 13
PERSONNEL FILES

A. An adjunct faculty member may review his/her personnel file during normal business hours by making an appointment with the College's Human Resources Department. Upon the request of the adjunct faculty member, he or she has the right to obtain a photocopy of any item(s) in such file(s).

B. An adjunct faculty member may request to receive the contents of their personnel file in a digital format by pdf or fax without having to review the file in person.

C. Union representatives may be present, at the request of an adjunct faculty member, when an adjunct faculty member reviews and/or examines personnel records.

Article 14
CLASS SIZE AND CLASSROOM FACILITIES

A. McDaniel College shall maintain class sizes appropriate to the course discipline and to historic class sizes at McDaniel. Sections that are under-enrolled shall not be combined into one section with a larger than historic class size. Decisions regarding class size are within the sole discretion of the College, taking into account enrollment and available resources. When making these determinations, the same criteria will be applied to sections taught by full-time and adjunct faculty members.

B. Notwithstanding the provisions contained in Paragraph A of this Article 13, the College recognizes the need to maintain class sizes which take into account the format of the course (*i.e.*, lecture, seminar, laboratory, etc.).

C. Assigned classrooms shall be adequate for the maximum number of students in the course and have appropriate technology and equipment for the subject being taught, based upon available resources. In the event that an adjunct faculty member must be reassigned to another classroom, department chairs will follow the same criteria they would use to identify alternative space for a full-time faculty member.

Article 15
DISCIPLINE AND DISCHARGE

A. No adjunct faculty member shall be disciplined or discharged without just cause. For purposes of this Article, just cause shall mean that the College's decision is reasonable, supported by evidence, and not arbitrary, capricious, or illegal.

B. Discipline administered to adjunct faculty members will be commensurate with the seriousness of the alleged infraction.

C. The College may place an adjunct faculty member on paid administrative leave through the balance of the semester or term, pending the outcome of an investigation concerning an allegation of misconduct by that adjunct faculty member. Such a paid administrative leave shall not be considered a disciplinary action subject to Paragraph A of this Article and shall not be subject to the grievance procedure provided in Article 18 of this Agreement.

D. An adjunct member may request a Union representative be present at any investigatory meeting, and/or at a meeting in which discipline is to be administered where the faculty member intends to be present and such request shall not be denied. However, if a Union representative is not available to attend such meeting, the College is not obligated to unreasonably await the availability of that representative.

Article 16
LABOR-MANAGEMENT COLLABORATION COMMITTEE

A. McDaniel College 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 committee shall consist of no more than three (3) representatives designated by the Union and three (3) representatives designated by the College. This does not require, however, that all three (3) representatives from each side participate at every meeting; therefore, each side may designate fewer representatives to attend meetings of the Committee.

C. The Labor Management Collaboration Committee may consider and make recommendations on matters of general importance to the adjunct faculty and to the College, including but not limited

to: curriculum, scheduling, working conditions, threat assessment, strategic planning, student recruitment, health and safety, class size, classroom space, professional development, advancement, inclusion of adjunct faculty in the academic community, space, facilities, and recourse available to the adjunct faculty. However, the meetings conducted by this Committee shall not be for the purpose of addressing or discussing grievances formally filed pursuant to Article 18 of this Agreement.

D. The Committee will attempt to meet at least three (3) times each school year. Additional meetings may be held by mutual agreement. Designated representatives of the Union and the College may suggest agenda items two (2) weeks prior to each meeting. The parties will designate their own representatives to the Committee and inform each other of those who plan to be in attendance. Either party shall submit agenda items to be addressed during meetings of this Committee at least two (2) weeks in advance of each meeting. In the event that no agenda items are timely submitted by either party, no Committee meeting need be held.

E. At least once per academic year the College Provost will attend a meeting of this Committee for the purpose of building and furthering relationships and to discuss matters of mutual interest that pertain to adjunct faculty.

Article 17
ACCESS TO SERVICES – DEPARTMENT SUPPORT

A. All adjunct faculty members will be provided the supplies, materials, technologies, and other resources necessary for teaching the course, before the beginning of the course.

B. Adjunct faculty members teaching on campus shall have access to computers with internet access, printers, photocopying, tech support, and clerical/administrative support in order to prepare for classes and serve students. Adjunct faculty members who teach after 4:30 p.m. during the week and on weekends will have access to office facilities, administrative or departmental work rooms in order to prepare for classes.

C. Adjunct faculty shall be informed of all processes to access technology and any other materials and equipment needed to meet curricular expectations.

D. Adjunct faculty members shall receive information on the logistical procedures in their departments and of the College as a whole that are necessary to teach their classes.

1. Adjunct faculty will be provided with a point person in the relevant department from whom they will learn about departmental procedures.

2. Adjunct faculty members may access all relevant policies and procedures through the College portal.

3. Departments shall make available to adjunct faculty members, when appropriate, all pertinent information about the course the adjunct faculty member is teaching, including study materials from previous years, previous syllabi, etc.

4. Adjunct faculty members shall be provided with mailboxes in the departments in which they teach.

5. Upon request, adjunct faculty members teaching on campus will be provided a lockable space, if practical, in which to store class materials/papers, and personal items.

6. Adjunct faculty members shall be issued a McDaniel College email account, have access to free on-campus Wi-Fi, and will be provided an online faculty profile on the McDaniel College faculty directly (listed as “faculty”). For adjunct faculty members who are not teaching in a semester but have a reasonable expectation of being re-hired, access to email, Wi-Fi, and their online profile will be retained while the adjunct faculty member is not teaching.

7. Adjunct faculty members teaching on campus shall have access to appropriate office space to prepare for class, meet with and advise students, including private space when necessary to protect the privacy of students.

8. Adjunct faculty members shall have equal access as full-time faculty to research databases, online services, and library services. For adjunct faculty members who are not teaching in a semester, but have a reasonable expectation of being re-hired, access to library services and research databases will be retained while the faculty members are not teaching.

9. McDaniel College shall make available training and/or guidance in teaching methods, grading criteria, and curriculum development, and shall offer professional development courses, and support to adjunct faculty. Adjunct faculty members shall have the opportunity to apply for grants and to participate in all professional development programs made available to full-time faculty. Training/courses will also be made available in the events for those who teach after 4:30 p.m. during the week and on weekends.

Article 18
GRIEVANCE PROCEDURE

A. A grievance within the meaning of this Agreement shall be defined as any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement. The prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that informal resolutions of disputes is desirable. The parties further agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the College, provided that such resolution is consistent with the terms of this Agreement.

B. (1) An aggrieved adjunct faculty member or the Union shall present a grievance within twenty (20) business days either of an alleged violation or when the faculty member should have reasonably known of its occurrence. For purposes of this Article 18, the words “business day” shall mean days on which the College is open, excluding weekends and holidays. The grievance must be reduced to

writing and must specify the nature of the grievance, the provision(s) of this Agreement that are at issue, and the relief requested.

(2) Grievances filed by the Union based upon its institutional interests shall be initiated at Step 2 of this procedure.

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

Step 1. The adjunct faculty member or the Union shall file the grievance with his/her Department Chair, Program Coordinator, or Program Director within twenty (20) business days of its occurrence or when the faculty member should have reasonably known of an alleged violation of the contract. If the grievance is not resolved satisfactorily within twenty (20) business days of the filing of the grievance, the grievance may proceed to Step 2. This Agreement shall not bar individual adjunct faculty members from informally settling grievances with the College, with or without the express agreement of the Union, provided such resolution is consistent with the terms of this Agreement.

Step 2. If the grievance is not resolved at Step 1, the adjunct faculty member may request that the Union appeal the grievance to Step 2. The Union must deem the grievance to be meritorious in order for it to move to Step 2. Unresolved grievances must be submitted to either the Dean of the Graduate School or the Associate Dean of Faculty Development within ten (10) business days of receipt of the Step 1 response. If an adjunct faculty member does not receive a response within twenty (20) business days, the Union may advance the grievance to the next step. If the grievance is not resolved with the issuance of the Step 2 response, the Union shall have ten (10) business days from the date on which the Step 2 response is received or the date on which the Step 2 response is due if it is not received, to advance the grievance to the next step.

Step 3. If the grievance proceeds to Step 3, the Provost or his/her designee will investigate the matter and shall respond to the Union in writing within twenty (20) business days. If

the Provost or his/her designee fails to respond to the grievance within the twenty (20) business days following the meeting, the Union may pursue the grievance to arbitration.

D. A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving notice, in writing, to McDaniel College within twenty (20) business days of the Step 3 response.

The arbitrator shall be selected by mutual agreement of the parties, or in the event that the parties are unable to reach an agreement on the selection of an arbitrator within twenty (20) business days of the request that the matter proceed to arbitration, through the rules and procedures of the Federal Mediation and Conciliation Service (“FMCS”).

E. The decision of the Arbitrator shall be final and binding on the parties. However, the Arbitrator’s jurisdiction is limited to interpreting the terms of this Agreement, and he or she shall not have the power to add to or subtract from those terms.

F. Fees and expense of the arbitrator, as well as the cost of any hearing transcript as requested by the arbitrator, shall be borne equally by the Union and the College. Each party shall be responsible for its own costs, including but not limited to attorneys’ fees and expert witnesses.

G. If an adjunct faculty member must miss a class because he/she is required to attend an arbitration hearing, there will be no resulting loss of compensation for that adjunct faculty member. The adjunct faculty member, however, will be responsible for scheduling either a make-up class or alternative activities, or for arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor. Such replacement approval shall not be unreasonably withheld.

H. Responses via email shall be deemed an acceptable form of written communication under the grievance procedure provided herein. All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained

herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration based thereon.

Article 19
RANK AND ADVANCEMENT

If an adjunct faculty member applies for a full-time position at McDaniel College, he or she will be granted a first-round interview, provided that he or she meets the minimum qualifications for said position. The aforesaid interview may be conducted in person, by telephone, Skype, or other interactive means.

Article 20
EVALUATIONS

A. The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards, while creating opportunities for professional advancement.

B. The Employer will maintain an evaluation file for each adjunct faculty member which will contain all evaluation materials, including those provided by the adjunct faculty member. The adjunct faculty member may make an appointment with Human Resources to view and copy their file.

C. Each adjunct faculty member will be notified that an evaluation will be completed in the second semester in which the adjunct instructor teaches. Each adjunct faculty member will be responsible for presentation of a record of performance that will become the basis of the initial review. The initial record of performance must be submitted to the department chair or program coordinator within 30 days of submitting grades following the second semester in which the adjunct instructor teaches. If the adjunct faculty member fails to turn in the mandatory materials, the evaluation will still be completed.

D. The record of performance is composed of mandatory and optional materials:

i. Mandatory materials:

- a. Sample syllabi or assignments if created independently by the adjunct.
 - b. Student evaluations from all teaching taking place in the last four (4) semesters, as maintained by the College. The proportion of students in a class completing the evaluation shall be taken into account.
- ii. Optional materials:
- a. Any evidence of scholarship, professional or artistic expertise that the faculty member chooses to submit, produced since the submission of the last evaluation, if reflective of expertise related to the course or courses being taught.
 - b. A self-reflective statement of teaching strengths and opportunities as well as professional goals.
 - c. An updated vitae/resume including any new/renewed professional certifications, licenses, etc.
 - d. If the adjunct faculty member has requested a classroom observation from the Center for Faculty Excellence or a Teaching Analysis Protocol, these materials may be included at the discretion of the faculty member. See Section M of this Article.
 - e. Additional student feedback may only be included for the purposes set forth in Section K of this Article.

E. At the discretion of the College, classroom observations may be conducted by an evaluator who shall be the department chair, program coordinator, or their designee. Any notes or evaluation material generated from this observation will become a part of the adjunct faculty member's evaluation file.

- i. The time and date of the observation shall be designated in advance by mutual agreement between the evaluator and the adjunct faculty member.

ii. The adjunct faculty member will be given the opportunity to review in advance the evaluation rubric.

iii. Classroom observation(s) shall be conducted during a period in which instruction is taking place, and for a duration of time reasonably necessary to observe an adjunct faculty member's teaching skills and methodologies.

iv. The evaluator will prepare a written follow-up within a two (2) week period of time after the classroom observation.

v. A copy of the observation materials will be made available to the adjunct faculty member. Upon request of the adjunct faculty member or the evaluator, the evaluator will meet with the adjunct faculty member to discuss these materials.

F. The initial review of the adjunct faculty member will typically occur within 60 days of submission of the initial performance record. In the event the adjunct faculty member's direct supervisor is not appointed to teach a course during this 60-day period, however, the review will take place no later than 14 days of the return of the supervisor to the College.

G. Given the importance of this process in determining the suitability for reappointment, failure to meet this deadline may result in material not being considered and the College may choose not to reappoint.

H. A copy of the evaluation will be made available to the adjunct faculty member. Upon request of the adjunct faculty member or the evaluator, the evaluator will meet with the adjunct faculty member in a timely manner to discuss it.

I. All adjunct faculty will have access to their student course evaluations following the submission of final grades.

J. Student feedback will not be used as the sole basis to evaluate an adjunct faculty member's performance.

K. Adjunct faculty members may solicit feedback from students at any time during the semester on their course content and teaching effectiveness for the purpose of instructional improvement. Such feedback will not be included in the adjunct faculty member's evaluation file, although demonstrable use of the information to improve teaching may be included.

L. Adjunct faculty members may request additional classroom observations no more than once an academic year at any time between formal evaluations. Additional observations will be conducted through the Center for Faculty Excellence and will be based on the peer observation process that is available through that program. Any written documentation from this process may be included in the evaluation file at the request of the adjunct faculty member.

M. If a concern arises during the semester regarding the adjunct faculty member's teaching performance, the College shall notify the adjunct faculty member within a reasonable time and will make every reasonable attempt to discuss specific expectations with the adjunct faculty member.

N. Adjunct faculty members who successfully complete a performance improvement plan to the satisfaction of the department chair, program coordinator, or the appropriate designee, shall have this documented and included in the adjunct faculty member's evaluation file.

Article 21 **Professional Development**

A. In order to foster professional development, McDaniel College has created a Professional Development Fund in the amount of \$10,000.00 to cover the two-year period of this Agreement, from which adjunct faculty members may request reimbursement for reasonable costs associated with professional development opportunities related to their teaching for the College. Any adjunct faculty member whose request is accepted will be reimbursed up to \$350.00 in each academic year for verified expenditures associated with an approved professional development opportunity.

B. Unused funds from each contract year shall not accrue in subsequent years.

C. Such professional development funds shall be used within six (6) months of when an adjunct faculty member last taught, or if such adjunct faculty member is in receipt of a current appointment letter. Accordingly, if an adjunct faculty member signs up for a program within the six (6) month period of his or her last teaching assignment, even if that program is to occur outside the 6-month period, it would be acceptable.

D. In order to be eligible for access to the professional development fund, an adjunct faculty member must meet the requirements in this contract for renewal/reappointment as prescribed Article 6. In the event that an adjunct faculty member is deemed eligible to receive professional development funds, once such approval is given the faculty member must remain in good standing through the date of the program he or she wishes to attend in order to remain eligible to receive such funds.

E. Eligibility to attend any proposed program of professional development will be determined at the discretion of the Provost or the Dean of Graduate and Professional Studies, or their respective designee.

F. A report acceptable to the Provost or his or her designee describing the professional development program and how it influenced or otherwise improved the adjunct faculty's teaching will be submitted at the conclusion of the program. Presenters at such programs are to provide the Provost or his or her designee with any working papers or materials presented at the conference or program. Failure to provide such a report or presentation in a timely manner would render the faculty member ineligible for further funding of professional development activities.

Article 22
ACCESS TO OTHER BENEFITS

A. Adjunct faculty members are entitled to take course work at McDaniel College tuition free at the rate of one, four-credit undergraduate or three-credit graduate course for every course taught if taken within six (6) months of a teaching assignment, provided that the adjunct faculty member meets

all necessary established criteria for enrolling in the class. Only one (1) dropped class may be permitted, however; afterwards, an adjunct faculty member seeking to drop a class would have to pay for that class based upon the same requirements for regular students.

B. Adjunct faculty members shall be provided with free parking on the McDaniel Westminster, Maryland campus, as well as access to library services, the campus post office, campus sports and recreational facilities, the café and dining hall at faculty discount prices, and the campus bookstore, including other campus event discounts otherwise made available to regular full-time faculty members.

C. Adjunct faculty members are eligible to make contributions to a TIAA 403(b) retirement plan, but are not eligible for the College match.

Article 23
COMMUNICATION AND INCLUSION IN THE
ACADEMIC COMMUNITY

A. Departments may, at the discretion of the Department Chair or Program Coordinator, invite adjunct faculty members to department meetings from time to time, but adjunct faculty are not required to attend. Adjunct faculty members are welcome to provide input on departmental matters to members of their department or to department chairs, as appropriate.

B. McDaniel College shall include adjunct faculty members on all communications relevant to the entire faculty and/or the academic community.

C. Adjunct faculty members will have access to all faculty governance standing committee reports through the College portal.

D. If given administrative approval, adjunct faculty members may be included in grant proposal writing and given an opportunity to take a position if grants are funded.

E. If given administrative approval, adjunct faculty members may lead and advise student groups and organizations.

F. McDaniel College will use its faculty listserv to communicate with adjunct faculty members regarding policies and procedures.

G. At the department or program coordinator's discretion, adjunct faculty members may be given opportunities within the departments in which they teach to participate in curriculum planning, to give input on the existing curriculum, and to offer suggestions on updating the curriculum in the adjunct faculty member's area of expertise.

Article 24
COMPENSATION

Attached as Exhibit 1 of this Agreement is the complete Adjunct Faculty Rate Scale for the 2-year period of this Agreement, and by this reference made a part thereof. Note: The parties agreed to an across-the-board increase of 4% to go into effect at the beginning of the fall, 2021 semester. The parties also agreed to an across-the-board increase of not less than 1% at the beginning of the fall, 2022 semester subject to a negotiations opener limited to increases for 2022 which negotiations shall commence not later than the last day of May, 2022 and shall conclude not later than June 30, 2022.

Article 25
SAVINGS CLAUSE

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


Article 26
INTEGRATION CLAUSE


The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Except as provided below, they may therefore each voluntarily and unqualifiedly waive the right for the life of this Agreement to bargain collectively with respect to any matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement. Such waiver, however, shall not apply to any changes proposed by the Employer which substantively impact a faculty member(s) working conditions, or which have a financial impact on faculty members.

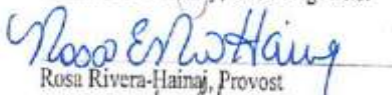
Article 27
DURATION

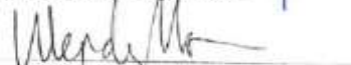
This Agreement shall be effective as of the 16th day of August, 2021 regardless of the date of execution, and shall remain in full force and effect until May 31, 2023. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least sixty (60) days prior to the anniversary date that it desires to modify the Agreement. Dated this 17th day of September, 2021 in Westminster, Maryland.

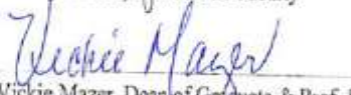
FOR McDANIEL COLLEGE:



Julia Jusken, President

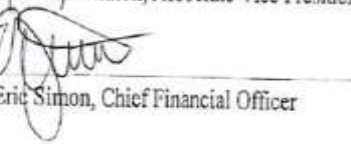

Edmund J. O'Meally, Chief Negotiator


Rosa Rivera-Hainaj, Provost



Wendy Morris, Dean of the Faculty


Vickie Mazer, Dean of Graduate & Prof. Studies



Jennifer Glennon, Associate Vice President for Admin


Eric Simon, Chief Financial Officer

FOR SEIU LOCAL 500:


FOR SEIU LOCAL 500
Dia Morrison, President


Anne McLain, Chief Negotiator


Pamela



Walter P. Calahan

Exhibit 1: Undergraduate Adjunct Lecturer Pay Schedule Effective August 24, 2021

Type of Payment	Undergraduate Adjunct Lecturer Pay Schedule
Teaching a 3/4 credit course with a Master's Degree	\$3,278.08
Teaching a 3/4 credit course with a Terminal Degree	\$3,605.68
EPE .5 Credit	\$655.57
Jan-Term Course (on campus)	\$2,185.25
Jan-Term Trip (off campus)	\$2,731.56
Jan-Term PE Course	\$732.06
Lab with a Master's Degree or Terminal Degree	\$2,185.25
Ensembles Major (PhD)	\$3,605.66
Ensembles Minor (PhD)	\$1,802.83
Ensembles Major (Master's)	\$3,277.87
Ensembles Minor(Master's)	\$1,638.94
Music Pedagogy (Masters)	\$1,092.62
Music Pedagogy (PhD)	\$1,201.89
Music Class/1 credit (Masters)	\$983.36
Music Class/1 credit (PhD)	\$1,092.62
Independent Study (Per Student Basis)	\$87.41
Teaching independent music lessons for credit in 30-minute increments	\$25.95
Teaching independent music lessons for credit in 60-minute increments	\$51.90
Methods Courses – 3 credits	\$1313.25 base pay plus \$499.04 for each additional student with caps at \$3151.80 for masters and \$3466.98 for terminal degree
Methods courses – 2 credits	\$1365.78 base pay plus \$519.00 for each additional student with caps at \$2185.25 for masters and \$2403.77 for terminal degree
English Lab Mentor DED Rate per Semester	\$1,638.94
ASL Lab Mentor DED Rate per Semester	\$1,638.94

Exhibit 2: Graduate Adjunct Lecturer Pay Schedule Effective August 24, 2021

Type of Payment	Graduate Adjunct Lecturer Pay Schedule
Teaching a 3/4 credit course with a Master's Degree	\$3,278.08
Teaching a 3/4 credit course with a Terminal Degree	\$3,605.68
Independent Study (Per Student Basis)	half the tuition per student
Thesis Practicum Per Student	\$437.05
Grading Portfolio (per objective)	\$27.32
Developing new course	\$1,638.94
Serving on Master's Thesis Committee	\$109.26
Committee Chair of Master's Thesis	\$409.73
Scoring of final Capstones/Comps (C&I) Action Research Projects	\$32.78
Action Research Projects (C&I) (average 2 hours per focus point; rate is per point with 4 total)	\$54.63
MLA Final Projects	half the tuition per student
Methods Courses – 3 credits	\$1313.25 base pay plus \$499.04 for each additional student with caps at \$3151.80 for masters and \$3466.98 for terminal degree
Methods courses – 2 credits	\$1365.78 base pay plus \$519.00 for each additional student with caps at \$2185.25 for masters and \$2403.77 for terminal degree
Directed Studies in SED. Rate is per student.	\$136.58
ASL Lab Mentor DED Rate per Semester	\$1,638.94
Conferencing for Borderline Submissions (C&I) Rate is per student conference	\$27.32

Exhibit 3: Undergraduate Senior Lecturer Pay Schedule Effective August 24, 2021

Type of Payment	Undergraduate Senior Lecturer Pay Schedule
Teaching a 3/4 credit course with a Master's Degree	\$3,376.88
Teaching a 3/4 credit course with a Terminal Degree	\$3,713.84
EPE .5 Credit	\$675.24
Jan-Term Course (on campus)	\$2,250.81
Jan-Term Trip (off campus)	\$2,813.51
Jan-Term PE Course	\$754.02
Lab with a Master's Degree or Terminal degree	\$2,250.81
Ensembles Major (PhD)	\$3,713.83
Ensembles Minor (PhD)	\$1,856.92
Ensembles Major (Master's)	\$3,376.21
Ensembles Minor(Master's)	\$1,688.10
Music Pedagogy (Masters)	\$1,125.40
Music Pedagogy (PhD)	\$1,237.94
Music Class/1 credit (Masters)	\$1,012.86
Music Class/1 credit (PhD)	\$1,125.40
Independent Study (Per Student Basis)	\$90.03
Teaching independent music lessons for credit in 30-minute increments	\$26.72
Teaching independent music lessons for credit in 60-minute increments	\$53.47
Methods Courses – 3-credits	\$1352.65 base pay plus \$514.00 for each additional student with caps at \$3246.35 for masters and \$3570.99 for terminal degree
Methods courses – 2 credits	\$1406.76 base pay plus \$534.57 for each additional student with caps at \$2250.81 for masters and \$2475.89 for terminal degree
English Lab Mentor DED Rate per Semester	\$1,688.11
ASL Lab Mentor DED Rate per Semester	\$1,688.11

Exhibit 4: Graduate Senior Lecturer Pay Schedule Effective August 24, 2021

Type of Payment	Graduate Senior Adjunct Lecturer Pay Schedule
Teaching a 3/4 credit course with a Master's Degree	\$3,376.88
Teaching a 3/4 credit course with a Terminal Degree	\$3,713.84
Independent Study (Per Student Basis)	half the tuition per student
Thesis Practicum Per Student	\$450.16
Grading Portfolio (per objective)	\$28.40
Developing a New Course	\$1,688.10
Serving on Master's Thesis Committee	\$112.54
Committee Chair of Master's Thesis	\$422.03
Scoring of final Capstones/Comps (C&I) Action Research Projects --	\$33.77
Action Research Projects (C&I) (average 2 hours per focus point; rate is per point with 4 total)	\$56.27
MLA Final Projects	half the tuition per student
Methods Courses – 3 credits	\$1352.65 base pay plus \$514.00 for each additional student with caps at \$3246.35 for masters and \$3570.99 for terminal degree
Methods courses – 2 credits	\$1406.76 base pay plus \$534.57 for each additional student with caps at \$2250.81 for masters and \$2475.89 for terminal degree
Directed Studies in SED. Rate is per student	\$140.67
ASL Lab Mentor DED. Rate per Semester	\$1,688.11
Conferencing for Borderline Submissions (C&I). Rate is per student conference	\$28.14

Exhibit 5: Undergraduate Adjunct Pay Schedule Effective August 29, 2022

Type of Payment	Undergraduate Adjunct Lecturer Pay Schedule
Teaching a 3/4 credit course with a Master's Degree	\$3,310.86
Teaching a 3/4 credit course with a Terminal Degree	\$3,641.74
EPE .5 Credit	\$662.13
Jan-Term Course (on campus)	\$2,207.10
Jan-Term Trip (off-campus)	\$2,758.88
Jan-Term PE Course	\$739.38
Lab with a Master's or Terminal Degree	\$2,207.10
Ensembles Major (PhD)	\$3,641.72
Ensembles Minor (PhD)	\$1,820.86
Ensembles Major (Master's)	\$3,310.65
Ensembles Minor(Master's)	\$1,655.33
Music Pedagogy (Masters)	\$1,103.55
Music Pedagogy (PhD)	\$1,213.91
Music Class/1 credit (Masters)	\$993.20
Music Class/1 credit (PhD)	\$1,103.55
Independent Study (Per Student Basis)	88.28612
Teaching independent music lessons for credit in 30-minute increments	\$26.21
Teaching independent music lessons for credit in 60-minute increments	\$52.41
Methods Courses – 3 credits	\$1313.25 base pay plus \$499.04 for each additional student with caps at \$3151.80 for masters and \$3466.98 for terminal degree
Methods courses – 2 credits	\$1379.44 base pay plus \$524.19 for each additional student with caps at \$2207.10 for masters and \$2427.81 for terminal degree
English Lab Mentor DED. Rate per Semester	\$1,655.33
ASL Lab Mentor DED. Rate per Semester	\$1,655.33

Exhibit 6: Graduate Adjunct Pay Schedule Effective August 29, 2022

Type of Payment	Graduate Adjunct Lecturer
Teaching a 3/4 credit course with a Master's Degree	\$3,310.86
Teaching a 3/4 credit course with a Terminal Degree	\$3,641.74
Independent Study (Per Student Basis)	half the tuition per student
Thesis Practicum Per Student	\$441.42
Grading Portfolio (per objective)	\$27.59
Developing a New Course	\$1,655.33
Serving on Master's Thesis Committee	\$110.36
Committee Chair of Master's Thesis	\$413.83
Scoring of final Capstones/Comps (C&I) Action Research Projects --	\$33.11
Action Research Projects (C&I) (average 2 hours per focus point; rate is per point with 4 total)	\$55.18
MLA Final Projects	half the tuition per student
Methods Courses – 3 credits	\$1313.25 base pay plus \$499.04 for each additional student with caps at \$3151.80 for masters and \$3466.98 for terminal degree
Methods courses – 2 credits	\$1379.44 base pay plus \$524.19 for each additional student with caps at \$2207.10 for masters and \$2427.81 for terminal degree
Directed Studies in SED. Rate is per student.	\$137.95
ASL Lab Mentor DED. Rate per Semester	\$1,655.33
Conferencing for Borderline Submissions (C&I). Rate is per student conference	\$27.59

Exhibit 7: Senior Undergraduate Adjunct Pay Schedule Effective August 29, 2022

Type of Payment	Undergraduate Senior Adjunct Lecturer
Teaching a 3/4 credit course with a Master's Degree	\$3,410.65
Teaching a 3/4 credit course with a Terminal Degree	\$3,750.98
EPE .5 Credit	\$681.99
Jan-Term Course (on campus)	\$2,273.31
Jan-Term Trip (off campus)	\$2,841.64
Jan-Term PE Course	\$761.56
Lab with a Master's or Terminal degree	\$2,273.31
Ensembles Major (PhD)	\$3,750.97
Ensembles Minor (PhD)	\$1,875.49
Ensembles Major (Master's)	\$3,409.97
Ensembles Minor (Master's)	\$1,704.99
Music Pedagogy (Master's)	\$1,136.66
Music Pedagogy (PhD)	\$1,250.32
Music Class/1 credit (Master's)	\$1,022.99
Music Class/1 credit (PhD)	\$1,136.66
Independent Study (Per Student Basis)	\$90.93
Teaching independent music lessons for credit in 30-minute increments	\$26.98
Teaching independent music lessons for credit in 60-minute increments	\$54.00
Methods Courses – 3 credits	\$1352.65 base pay plus \$514.00 for each additional student with caps at \$3246.35 for masters and \$3570.99 for terminal degree
Methods courses – 2 credits	\$1420.835 base pay plus \$539.92 for each additional student with caps at \$2273.32 for masters and \$2500.65 for terminal degree
English Lab Mentor DED. Rate per Semester	\$1,704.99
ASL Lab Mentor DED. Rate per Semester	\$1,704.99

Exhibit 8: Senior Graduate Adjunct Pay Schedule Effective August 29, 2022

Type of Payment	Graduate Senior Adjunct Lecturer Pay Schedule
Teaching a 3/4 credit course with a Master's Degree	\$3,410.65
Teaching a 3/4 credit course with a Terminal Degree	\$3,750.98
Independent Study (Per Student Basis)	half the tuition per student
Thesis Practicum Per Student	\$454.66
Grading Portfolio (per objective)	\$28.69
Developing a New Course	\$1,704.99
Serving on Master's Thesis Committee	\$113.67
Committee Chair of Master's Thesis	\$426.25
Scoring of final Capstones/Comps (C&I) Action Research Projects --	\$34.10
Action Research Projects (C&I) (average 2 hours per focus point; rate is per point with 4 total)	\$56.84
MLA Final Projects	half the tuition per student
Methods Courses - 3 credits	\$1352.65 base pay plus \$514.00 for each additional student with caps at \$3246.35 for masters and \$3570.99 for terminal degree
Methods courses - 2 credits	\$1420.835 base pay plus \$539.92 for each additional student with caps at \$2273.32 for masters and \$2500.65 for terminal degree
Directed Studies in SED. Rate is per student	\$142.08
ASL Lab Mentor DED. Rate per Semester	\$1,704.99
Conferencing for Borderline Submissions (C&I). Rate is per student conference	\$28.42