

McDaniel adjunct faculty union contract highlights

Improved Job Security

Prior to the contract, adjunct faculty had no assurance of being reappointed, even if they had taught for many years at McDaniel College. Nor did they have any recourse if terminated or disciplined during the semester. The union contract offers job security through 3 related provisions – a Just Cause Standard for Discipline and Dismissal, Protections on Reappointment through “Good Faith Consideration,” and an Evaluations article that sets out a process for fair evaluation of adjunct faculty members’ teaching.

Just Cause Standard (Article 14):

- Adjuncts will be covered by a “just cause” standard for discipline and dismissal during the terms of their appointments. Without a union contract adjuncts are “employees-at-will” and can be fired or disciplined for any or no reason whatsoever. With a “just cause” standard if McDaniel College wants to terminate or discipline any of us they will have to present evidence, they cannot act in an arbitrary or capricious manner, and the discipline has to be commensurate with the alleged infraction. Adjuncts have the right to present evidence in their defense, and the discipline or dismissal is subject to final binding third party arbitration (Article 17).

Protections on reappointment:

- The contract creates protections on reappointment for adjunct that limit McDaniel’s ability to deny renewal to courses adjuncts have taught previously. Adjuncts who have taught a face-to-face course for at least four (4) semesters in the immediately preceding five academic years, shall receive “good faith consideration” for reappointment to that course. This means reappointment may be denied only in the circumstances outlined in Article 7 of the contract.
- Adjuncts who believe they have been unfairly denied renewal of their appointment may file a grievance using the Grievance Procedure article of the contract (Article 17).

Evaluations:

The purpose of evaluations is to support excellence in teaching and adherence to academic and professional standards, while creating opportunities for professional advancement. Adjunct faculty will receive a formal evaluation after the second semester teaching, three (3) years after the initial evaluation, and thereafter, every five (5) years.

Evaluations shall include:

Mandatory materials - a self-reflective statement on teaching, review of syllabi and assignments created by the adjunct, student evaluations, an updated vitae/resume.

Optional materials - any evidence of scholarship, professional or artistic expertise that the faculty member chooses to submit, a requested classroom observation.

You may file a grievance if you consider your evaluation to have been unfair or erroneous.

Grievance and Arbitration

Any violation of an adjunct's rights under the contract is enforceable through a grievance process that ends with final and binding arbitration. Any dispute between an adjunct and McDaniel College over the terms of the contract will be ultimately decided by a neutral arbitrator.

Compensation and Benefits

Pay Increases:

Adjuncts shall receive a 3% increase to their rate of compensation for courses, lessons, labs and other payments made to adjuncts. The increase shall be retroactive to adjuncts whose appointments commenced on or after January 3, 2018.

In May 2019, adjuncts who have taught for McDaniel College during five (5) or more academic years shall receive a further 3% increase.

The contract expires on August 15, 2020. The adjunct bargaining team will be negotiating for further increases in the spring 2020 semester.

Professional Development Fund:

In order to foster professional development, the contract creates a Professional Development Fund in the amount of \$10,000.00 to cover the two-year period of the contract. , Adjuncts may request reimbursement up to \$350 in each academic year for verified expenditures associated with an approved professional development opportunity.

Other Benefits:

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.

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.

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

On-going Constructive Dialogue between Adjuncts and McDaniel College

The contract creates the basis for a collaborative relationship between McDaniel College and the adjunct faculty union. The Preamble sets out McDaniel's commitment to "to do everything within its power to provide wages and working conditions that will reward, attract, and retain the best possible instructional faculty." The contract creates a Labor-management Collaboration Committee in which adjuncts can engage in dialogue with McDaniel on their issues, above and beyond the bargaining process. The contract also guarantees access to academic freedom for adjuncts.

Labor-Management Collaboration Committee:

- 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.

Academic freedom:

- 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.

Access to Services and Support

Before the contract adjuncts reported a lack of support for their teaching. The contract mandates access to materials, equipment, classrooms and other supports necessary for adjuncts to do their jobs.

Classrooms and Class size:

Adequate classrooms with appropriate technology and equipment shall be provided for adjuncts. McDaniel College shall maintain class sizes appropriate to the course discipline and to historic class sizes at McDaniel. Appropriate class size is a suitable topic for the Labor-Management Collaboration Committee

Departmental Support:

Among other supports, 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.

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 workrooms in order to prepare for classes.

Adjuncts shall have access to information on the logistical procedures in their departments and of the College as a whole, to mailboxes in the departments in which they teach, to a lockable space (upon request) to store class materials and personal items 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.

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.

Communication and Inclusion in the Academic Community

Prior to unionization, adjuncts reported being marginalized from the academic community and communication with adjuncts was inconsistent. The contract outlines a number of ways in which adjuncts may become integrated into the academic community at McDaniel.

Communication:

Adjuncts may be invited to departmental meetings (but not required to attend), Departments may invite adjunct faculty members to department meetings (but they are not required to attend), shall be included on all communications relevant to the entire faculty and/or the academic community, and will have access to all faculty governance standing committee reports through the College portal.

Inclusion:

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. They may lead and advise student groups and organizations, and can be given opportunities within the departments in which they teach to participate in curriculum planning.

Union Rights

The adjunct union has rights on campus, too.

Union representatives and workplace leaders:

Union representatives may be present on campus to provide support and information to adjuncts about the union. Bulletin boards will be made available for information about the union. Adjuncts workplace leaders will be designated to attend to matters related to the administration of the union contract when authorized by the Union to do so.

Union Membership:

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 are included in the bargaining unit. This means that these adjuncts will benefit from the gains made in the contract whether or not they are a member of the union. Also, SEIU Local 500 is legally obligated to represent all these adjuncts equally, regardless of union membership. That is why the contract contains a fair share or agency fee provision. This provision states that it is a condition of employment that all adjunct faculty members covered by the contract who are hired on or after its effective or execution date (expected to be late June 2018), if they choose not to join the union must pay an agency fee as determined by the Union. In effect, adjuncts currently teaching at McDaniel may join the union – and are encouraged to do so – but are no subject to the fair share obligation. Adjuncts coming to teach at McDaniel after the contract is ratified, will be obligated to pay their fair share of the cost of representation. The contract also allows adjuncts to elect to have dues and fees deducted from their paychecks.

Length of Agreement

The contract will be effective from July 1, 2018 to August 15, 2020. During that time adjuncts can build strength through union membership to prepare for future negotiations to improve compensation and working conditions further.