

FINAL TA'd CBA 6.21.23

AGREEMENT
BETWEEN
GOUCHER COLLEGE
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW
From
July 1, 2023
through
June 30, 2026

AGREEMENT

PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN GOUCHER COLLEGE (the “College”), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 500, CtW (the “Union”).

ARTICLE 1 – RECOGNITION OF THE UNION

Section 1.1 - Management Defined.

Whenever used in this Agreement, the term “Management” means the administrative staff of the College designated to implement and administer the policies of the College.

Section 1.2 - Exclusive Representative.

The College recognizes the Union as the exclusive representative of the employees defined in Section 1.3(A) of this Article, for the purpose of collective bargaining.

Section 1.3 - Employee Defined.

(A) Employees in the Bargaining Unit.

Whenever used in this Agreement, the term “employee” refers to the bargaining unit certified by the National Labor Relations Board on August 26, 2016: all full-time, part-time and half-time, non-tenure and non-tenure track faculty employed by Goucher College to teach at least one credit bearing class, lesson or lab (including but not limited to Post-Doctoral Teaching Fellows) on its campus located at 1021 Dulaney Valley Road, Baltimore, Maryland 21204; but excluding all graduate and post graduate faculty and teaching fellows, all faculty in the Welch Graduate Studies Center, all tenure and tenure track faculty, all other employees whether or not they have teaching responsibilities, including but not limited to program directors, department chairs, graduate students, teaching associates, teaching assistants, librarians, registrars, deans, provosts, administrators, coaches, office clerical employees, managers, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

(B) Organizational Changes by Management.

The definition of employee in Section 1.3(A) is unaffected by Management's organizational change from departments to academic centers in 2016.

(C) Bargaining Unit Information.

One week before classes begin in the Fall and Spring semesters, Management will provide a preliminary list of the names and Goucher email of individuals who likely will teach during that semester and who would meet the definition of employee under Subsection (A) of this Section 1.3. Not later than October 1 and March 1 of each year, Management will provide to the Union a list of the faculty members who meet the definition of employee under Subsection (A) of this Section 1.3. The list will include each employee's name, status as part-time, half-time or full-time, mailing address, phone number, employee identification number, date of hire, academic center, assignment(s) and College email address. For part-time employees, Management will also provide the course title, course number, and credits offered for courses taught by each employee. Management will also identify a Goucher staff member with whom the Union can communicate regarding questions.

ARTICLE 2 - MANAGEMENT FUNCTIONS

All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect Goucher College's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control Goucher College operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe Goucher College rules and regulations; to discipline or dismiss employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to employee hiring, retention, and student admissions; to

introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of Management. Management, in not exercising any function hereby reserved to it in this Article 2, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way. No action taken by Goucher College with respect to a management or academic right shall be subject to the grievance procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

Management and the Union will comply with the provisions of all applicable laws forbidding discrimination against or in favor of any employee on account of race, color, religion, national origin, ethnicity, sex, age, sexual orientation, gender identity, disability, marital status, veteran status, genetic information, or union membership. Notwithstanding any other provision of this Agreement, Management will have the right to take all actions necessary to comply with disability law, including but not limited to the authority to take actions deemed by the Management to be necessary to effect reasonable accommodations. Where enforcement mechanisms exist under Federal, State or local laws, alleged violations of this Article 3 will not be subject to the Grievance Procedure of Article 4, but will be handled in accordance with the procedures provided for all College employees.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - Standard Procedure.

(A) Definition of Grievance.

A “grievance” is an allegation by an employee or by the Union that Management has violated an express provision of this Agreement and that such employee has been personally aggrieved thereby, or by the Union that Management has violated an express provision of this Agreement.

(B) Procedures.

An employee will first make an effort to resolve a grievance informally. If a grievance cannot be resolved through informal discussion with a **Center Representative**, it will be processed as follows.

Step 1.

Within fifteen (15) days of the event giving rise to the grievance or after the employee reasonably should have known of the event giving rise to the grievance, the aggrieved employee and/or the Union may submit a written grievance to the **Center Representative**, or designee, in the employee's chain of command, with a copy to the Vice President of Human Resources and the Union. The **Center Representative**, or designee, will schedule a meeting with the employee and/or the Union to be held within fifteen (15) days of receipt of the written grievance. This meeting may be waived by agreement in writing by the Union and Management. The **Center Representative**, or designee, will submit a written answer to the aggrieved employee within fifteen (15) days of such meeting or date on which the meeting requirement is waived, and provide a copy of the answer to the Vice President of Human Resources and the Union.

Step 2.

In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved employee and/or the Union, within fifteen (15) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the associate provost for faculty affairs or his or her designee, with a copy to the Vice President of Human Resources and the Union. The associate provost for faculty affairs, or designee, will schedule a meeting with the aggrieved employee and/or the Union, and representative of the Union, to be held not more than fifteen (15) days after receipt of the Step 2 appeal. The associate provost for faculty affairs, or designee, will submit a written answer to the aggrieved employee and/or the Union within fifteen (15) days after the Step 2 meeting, with a copy to the Vice President of Human Resources and the Union.

Step 3.

In the event that the grievance is not satisfactorily adjusted at Step 2, the aggrieved employee and/or the Union, within fifteen (15) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Provost, or designee, with a copy to the Vice President of Human Resources and the Union. The Provost, or designee, will schedule a meeting with the aggrieved employee and/or the Union, and representative of the Union, to be held not later than fifteen (15) days after receipt of the Step 3 appeal.

The Provost, or designee, will submit a written answer to the aggrieved employee within fifteen (15) days after such meeting, with a copy to the Vice President of Human Resources and the Union.

(C) Written Presentation.

All grievances presented at Steps 1 through 3 of this Section 4.1 will be in writing on a form agreed to by the parties and provided by Management, signed by the aggrieved employee and/or the Union, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee and/or the Union, or the grievance will be deemed to have been waived.

(D) Union Representation.

(1) Copies of Written Grievances.

Upon receipt of a written grievance or written appeal submitted by an employee in accordance with the procedure set forth in Steps 1 through 3 of this Section 4.1, Management will furnish a copy of same to the Union. A copy of any written answer of Management under Steps 1 through 3 of this Section 4.1 will be forwarded to the Union simultaneously with its submission to the aggrieved employee.

(2) Representation at Grievance Meetings.

An employee may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 4.1 by a Union representative.

Section 4.2 - Arbitration.

(A) Election of Arbitration.

The Union may submit a grievance that has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by a Union representative, to the Provost or designee within ten (10) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article.

(B) Selection of Arbitrator.

Management and the Union agree to maintain at all times, a panel of three (3) named arbitrators, one (1) of whom shall be appointed to hear each grievance that is

appealed to arbitration pursuant to Section 4.2(A) of this Agreement. Rotation of arbitration cases among such arbitrators shall be in alphabetical order by the arbitrator's last name. As of the effective date of this Agreement, Management and the Union have selected Charles Feigenbaum, Ira Jaffe, and Michael Wolf as members of said panel. If one such arbitrator is no longer able to serve, Management and the Union shall immediately name a replacement arbitrator. The replacement arbitrator shall assume the order in the rotation held by the arbitrator that he or she is replacing. Except in the case of the voluntary resignation of a named arbitrator, no arbitrator may be removed by Management or the Union, except by mutual agreement of Management and the Union, or for cause. If Management or the Union appeals the decision and award of an arbitrator to a court of appropriate jurisdiction, that arbitrator shall be suspended from appointments under this Agreement pending such appeal and shall be removed if the decision and award is not upheld in full.

(C) Jurisdiction of Arbitrator.

The jurisdiction and authority of the arbitrator of the grievance and the opinion and award of the arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Union and Management. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of Management and the Union. The opinion and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority, as specified in this Agreement, shall be served on both parties.

(D) Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 4.3 - Time Limitations.

Whenever used in this Article 4, the word "days" will mean all days during the calendar year other than Saturdays, Sundays, and days designated as holidays by Management. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual agreement of Management and the Union and the aggrieved employee. If the Union or the aggrieved employee fails to comply with the time limits set forth in this Article, the grievance will be deemed to have

been waived. If Management fails to comply with any time limits set forth in this Article, the grievance will automatically proceed to the next step.

Section 4.4 - Method of Delivery.

For the purposes of this Article, a grievance, appeal, or Management answer is “submitted” only if it is delivered by hand to the office of the appropriate person as set forth in Section 4.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

Section 5.1 - Scope.

Discipline and discharge of employees will be for just cause. Employees will generally be progressively disciplined, but Management may in its discretion warn, reprimand, transfer, demote, suspend, or discharge employees without first providing progressive discipline when circumstances warrant.

Section 5.2 - Union Representation.

An employee may request that a Union representative designated by the Union be present at a meeting where discipline is to be administered and the request will not be denied unless honoring the request would cause undue delay in the administration of the discipline.

Section 5.3 - Failure to Offer Assignment.

Each assignment ceases at the end of the designated assignment period. The expiration of an assignment or Management’s failure to offer an assignment will not be considered discipline or discharge and will not be subject to the just cause standard, but instead will be subject to the provisions of Article 6 of this Agreement for part-time faculty and Article 7 of this Agreement for non-tenure track full-time and half-time faculty.

ARTICLE 6 - PART-TIME FACULTY

Section 6.1 - Part-Time Faculty Defined.

A part-time faculty member is an individual who is hired to teach a credit bearing course or courses for a semester, or for a January, June or July term. A part-time faculty member may be hired to teach courses for an entire academic year in Management's sole discretion. A part-time faculty member may teach no more than eight (8) credits in a semester, no more than four (4) credits in a January/June/July term, and no more than a total of twelve (12) credits in a year.

Section 6.2 - Assignments.

Assignments to teach a course or to provide other services as a part-time faculty member may be made only by the Provost, or designee. Assignments shall be made by written notification from Management. The listing of a course in the schedule of classes does not constitute an assignment. Unless specifically limited by this Article 6, decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made in Management's sole discretion. Each assignment ceases at the end of the designated assignment period. The expiration of an assignment or Management's failure to offer an assignment will not be considered discipline or discharge.

Section 6.3 - Administration of Assignments.

(A) Scope.

Management and the Union recognize that it is in the best interests of the College and its employees to make assignments as early as possible.

(B) Requesting Assignment.

To ensure that Management has sufficient information to make assignments in as timely a manner as is possible, a part-time faculty member who desires consideration for assignment(s) in a subsequent semester or academic year must notify the Provost, or designee, in writing, between February 1 and February 15. Management will send an electronic reminder of this deadline to part-time faculty at least two (2) weeks before February 15 of each year.

(C) Acceptance of Assignment.

A part-time faculty member who is provided notice of assignment(s) must notify Management of the acceptance of the assignment(s) within one (1) week of receiving notice of assignment, except in circumstances beyond the employee's control. Management will confirm receipt of this acceptance.

(D) Termination of Assignment.

A part-time faculty member who has accepted assignment(s) shall provide one (1) month notice of the employee's inability to fulfill the assignment(s). Failure to provide such notice shall be grounds for denying, reducing, or canceling reappointment in subsequent semesters.

Section 6.4 - Recurring Assignments.

Assignments are made for a period of one semester or a part of an academic year in Management's discretion. To be eligible to be considered for assignment in a subsequent semester, a part-time employee must be in good standing (*i.e.*, has not been issued written or greater discipline). An employee who is in good standing and who has taught the same course for at least four (4) semesters in the immediately preceding six (6) academic years, will receive good faith consideration to teach that same course if it will be offered within one year of the employee's most recent assignment, except in the following circumstances:

- (a) elimination or downsizing of a Center or program, or a reduction in the number of courses or sections offered in a semester.
- (b) creation of a full-time faculty position that absorbs existing courses taught by employees, or any other circumstance in which the course will be taught by a full-time faculty member.
- (c) cancellation of a course due to under-enrollment or for demonstrated programmatic reasons, as determined by Management in its discretion.
- (d) unsatisfactory performance of an employee, as evidenced from an employee's formal evaluation, observations, student evaluations, or student or other complaints; the employee's failure to meet the obligations specified in Section 9.6 of Article 9 of this Agreement; or the employee's failure to correct a performance problem identified by the **Center Representative**; except that student evaluations alone shall not be used as the exclusive basis to deny or cancel an employee's assignment.

(e) discharge, or misconduct or neglect of duties resulting in written or greater discipline of the employee.

(f) availability of an alternative part-time instructor who has not taught as a part-time instructor at Goucher College in the preceding three (3) academic years, and who in the College's reasonable discretion has greater professional qualifications or who has a demonstrably better record of teaching performance.

(g) where an employee exceeds eight (8) credits in a semester or twelve (12) credits in a year, unless the employee can establish that he or she was authorized to do so in writing by the Provost.

(h) other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of Goucher College, as determined by Management in its discretion.

If an employee is affected under subsections (a), (b), (c) or (h) of this Section 6.4, Management will make a good faith effort to assign the employee an alternate course that the employee is qualified to teach.

If an employee is affected under subsection (f) of this Section 6.4, Management will make a good faith effort to assign the employee an alternate course that the employee is qualified to teach. If no alternate assignment is available, the employee shall forego his or her right to future good faith consideration for the course assignment and receive a onetime payment of seventy-five percent (75%) of the amount the employee would have received for teaching the course. If the part-time instructor who displaced the employee under subsection (f) stops teaching the course within three (3) academic years, however, good faith consideration will be reinstated upon the employee's written request. After receiving an employee's request in writing at the normal time for requesting good faith consideration as set forth in subsection 6.3(B), the employee will be notified of the status of the course.

ARTICLE 7 - FULL-TIME AND HALF-TIME FACULTY

Section 7.1 - Faculty Defined.

(A) Visiting Assistant Professor.

A non-tenure track Visiting Assistant Professor (VAP) is an individual who is hired to teach or provide other services for contingent circumstances with an equivalent workload assigned and determined by Management to be twenty-four (24) credits in an academic year. In exceptional circumstances a VAP may be assigned an equivalent workload of fewer than twenty-four (24) credits in an academic year. A VAP is employed for one (1) academic year term, which may be renewed for a second and third academic year upon recommendation of the employee's **Center Representative** and the Provost. A VAP is not an ongoing position. A VAP will be notified of reappointment or non-reappointment on or before **February 15**.

(B) Non-Tenure Track Professors of Practice.

A non-tenure track full-time professor of practice (NTP) is an individual who is hired to teach or provide other services with an equivalent workload assigned and determined by Management to be twenty-four (24) credits in an academic year. In exceptional circumstances a NTP faculty member may be assigned an equivalent workload of fewer than twenty-four (24) credits in an academic year. A NTP faculty member is employed for a term of three (3) academic years, which may be renewed **repeatedly** for additional three (3) academic year terms upon recommendation of the employee's **Center Representative** and the Provost. A NTP faculty member will receive notice of renewal or non-renewal of the employee's appointment in writing on or before **February 15** of the third academic year of a three (3) academic year term.

(C) Half-Time Faculty.

An employee designated as a "half-time" faculty member prior to May 15, 2018 is an individual who has been hired to teach or provide other services with an equivalent workload assigned and determined by Management to be twelve (12) credits in an academic year. A half-time faculty member will be notified of reappointment or non-reappointment before the end of the employee's appointment in an academic year. Management will hire no new half-time faculty members after May 15, 2018.

Section 7.2 - Assignments.

(A) Assignments Generally.

Assignment as a VAP or NTP may be made only by the Provost, or designee. Assignments shall be made by written notification from Management. The listing of a course in the schedule of classes does not constitute an assignment. Unless specifically limited by this Article 7, decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made in Management's sole discretion. Each assignment ceases at the end of the designated assignment period. The expiration of a VAP or NTP faculty member's term will not be considered discipline or discharge. This Section 7.2 also applies to an employee who was designated as a "half-time" faculty member prior to May 15, 2018.

(B) Course Release Requests.

A half-time faculty member, VAP or NTP may apply, in writing, to the Provost for a course release. The application must provide specific information regarding the tasks associated with request that the employee believes qualifies as an equivalent workload. The Provost may grant or deny the course release in the Provost's sole discretion, except that a course release will not be granted to an employee more than once every three (3) academic years. If the Provost denies the request for a course release, the Provost will inform the employee of the reason(s) for the denial.

Section 7.3 - Administration of Assignments.

(A) Scope.

Management and the Union recognize that it is in the best interests of the College and its employees to make assignments as early as possible.

(B) Requesting Assignment.

A VAP or NTP faculty member shall notify the appropriate **Center Representative** or designee of the employee's interest in a particular assignment of a course or courses for the same semester in the next academic year on or before the last day of class in the semester. This Section 7.3(B) also applies to an employee who was designated as a "half-time" faculty member prior to May 15, 2018.

(C) Reappointment.

The decision to reappoint or non-reappoint a VAP, NTP faculty member, or an employee designated as a half-time faculty as of May 15, 2018 is a matter of academic judgment and made by the **Center Representative** and Provost in Management's discretion. Non-reappointment typically occurs for one of the following reasons:

- (a) elimination or downsizing of a Center or program, or a reduction in the number of courses or sections offered in a semester.
- (b) creation of a tenured or tenure track faculty position that absorbs existing courses taught by employees, or any other circumstance in which the course will be taught by a tenured or tenure track faculty member.
- (c) cancellation of a course due to under-enrollment or for demonstrated programmatic reasons, as determined by Management in its discretion.
- (d) unsatisfactory performance of an employee, as evidenced from an employee's formal evaluation, observations, student evaluations, or student or other complaints; the employee's failure to meet the obligations specified in Section 9.6 of Article 9 of this Agreement; or the employee's failure to correct a performance problem identified by the **Center Representative**; except that student evaluations alone shall not be used as the exclusive basis to deny reappointment.
- (e) discharge, or misconduct or neglect of duties resulting in written or greater discipline of the employee.
- (f) other demonstrated reason necessitating a change in academic, fiscal, program or organizational needs of Goucher College, as determined by Management in its discretion.

Section 7.4 – Promotion.

Initial appointments of NTP Faculty are ordinarily made at the rank of "Assistant Professor of Practice." NTP Faculty are eligible to apply for promotion on the following schedule:

- (a) After five (5) years of service as an Assistant Professors of Practice, a faculty member is eligible to apply during the Fall Semester of their sixth (6th) year for promotion to Associate Professor of Practice.

(b) After five (5) years of service as an Associate Professor of practice, a faculty member is eligible to apply during the Fall Semester of their sixth (6th) year for promotion to Professor of Practice.

There is no expectation or requirement that a NTP faculty member apply for promotion. The promotion pathway set forth in this Section 7.4 does not imply or result in tenure. NTP faculty are bound by the contract renewal process set forth in Section 7.1 of this Article 7.

ARTICLE 8 - EVALUATIONS

Section 8.1 - Scope.

Observations and Evaluations provide feedback and support to faculty, encouraging excellence in teaching.

Section 8.2 - Observations.

(A) Scope.

Management may observe teaching performance at any time. The timing of planned observations is set forth in sub-section (B) of this Section 8.2. An employee ordinarily will have advance notice of a classroom observation but may not if, in Management's judgment, circumstances do not warrant it. Nothing in this Article 8 precludes an employee from requesting a classroom observation.

(B) Timing of Planned Observations.

(1) Part-Time Faculty.

A part-time faculty member generally will be observed at least once during the first four (4) semesters of teaching, and then at least once during every following six (6) semesters of teaching. A part-time faculty member may request one (1) additional observation during an evaluation cycle.

(2) Half-Time Faculty.

An employee who was designated as a "half-time" faculty member prior to May 15, 2018 generally will be observed at least once during the first four (4) semesters of teaching, and then at least once during every following six (6) semesters of teaching.

(3) Visiting Assistant Professors.

The observation of a VAP will generally occur in the first and second year of teaching, if applicable, unless other arrangements are made between Management and the faculty member.

(4) NTP Faculty.

A **Center Representative** is responsible for conducting at least one annual observation of an NTP faculty member. More frequent observation is encouraged where appropriate.

(C) Observers.

While full-time members of a Center may serve as observers for part-time, half-time, and VAPs, **Center Representatives** are responsible for observing NTP faculty. In all cases, the observer should meet with an employee prior to and after the observation to discuss learning objectives and outcomes.

(D) Documentation of Observation.

A **Center Representative**, or designee, will document the classroom observation, which will include an assessment of the employee's teaching effectiveness in a letter, addressed to the employee, by the end of the academic semester.

Section 8.3 – Evaluations.

(A) Scope.

Evaluation of performance is intended to support excellence in teaching, to further academic and professional standards, and to provide a basis for ongoing professional development. Evaluations will generally include, but are not limited to, classroom observation(s), student course evaluations, a review of course materials, and review of other materials an employee would like to have considered by Management, although the detail of the evaluation depends on the position held by the employee. The general responsibilities upon which employees are evaluated include, but are not limited to, those stated in Section 9.6 of Article 9 of this Agreement. A responsibility for which a faculty is to be evaluated will be in writing.

(B) Part-Time, Half-Time Faculty and VAPs.

The evaluation of Part-Time, Half-Time Faculty and VAPs will occur if Management determines that a more formal process than an Observation under Section 8.2 of this Article is required to review an employee's teaching.

(C) NTP Faculty.

(1) Evaluative Process.

Responsibility for the review of a NTP faculty member lies principally with the **Center Representative** and the NTP faculty member. The NTP faculty member is responsible for submitting an Annual Faculty Record (AFR) each year to the **Center Representative** and Provost. The **Center Representative** is responsible for providing the NTP faculty member with an Expectations Letter **at the start of each three (3) year contract term**; reviewing the NTP faculty member's **Expectations Letter**; AFR and course materials; and conducting classroom observations at least annually. During the spring semester of the second year of a three (3) year term, the **Center Representative** will complete a Review Report that will be submitted to the Provost for review.

(2) Timing.

The evaluation of a NTP faculty member will occur in the spring of the second year of a three (3) year term, using evidence gathered over the first three semesters. **Review and reissuance of the Expectations Letter should occur by the start of the three (3) year term.**

(3) Employee Participation.

An employee may contribute information to an evaluation including a self-evaluation, peer evaluations, student letters, the employee's CV, evidence of scholarship or achievement in the employee's field of study, or other relevant material.

(4) Criteria for Reappointment of a NTP Faculty Member.

A NTP faculty member will be evaluated based on demonstrated teaching effectiveness and active service to the Center and Goucher College initiatives as established by the Center and described in the Expectations Letter. Student course evaluations will not be used as the exclusive basis for evaluating an employee's performance. A NTP faculty member may engage in scholarship as a part of professional development, but active scholarship is not an expectation of or condition for a favorable review. The evaluation should be written in the form of a letter, addressed to the employee, with copies sent to both the employee and the Provost.

(5) Employee Feedback.

An employee may respond in writing to an evaluation. Management will meet in a timely manner with an employee to discuss an evaluation if the employee requests to do so.

(6) Evaluation Materials.

Evaluation materials will be maintained in an employee's evaluation file, which the employee may request to review upon reasonable notice.

ARTICLE 9 - FACULTY RIGHTS AND RESPONSIBILITIES

Section 9.1 - Scope.

This Article 9 sets forth the general rights and responsibilities of the employees covered by this Agreement.

Section 9.2 - Academic Freedom.

Employees enjoy the same rights and obligations of academic freedom as do all faculty at Goucher College.

Section 9.3 - Course Titles and Content.

Nothing in this Agreement shall prevent Management from modifying the title or content of a course that an employee has been assigned to teach. Employees will be notified of changes in course title or course content of the courses they have been assigned.

Section 9.4 - Access to Services.

An employee with a course assignment shall have: access to materials and supplies needed to teach the assigned course(s); access to photocopiers for class related purposes; access to library services; access to locked storage space if desired; access to administrative support services for standard and reasonable requests during normal work hours; access, upon request, to standard instructional software and computer programs used to teach the assigned course(s); access to a College email account. Employees shall use the College email account for communication with students and in the performance of other responsibilities as an employee. Employees will be provided with access to space to prepare for class and to meet with students. Management will make available to employees a computer in an office that is internet capable for the employees' use. If an employee does not have a personal computer available to perform his or her teaching obligations at Goucher, the employee may request assignment of a computer for his or

her use during the semester he or she is teaching. Management will make available up to six laptop computers for such purpose.

Section 9.5 - Training.

Employees shall have access to the same training and professional development opportunities as do all faculty at Goucher College.

Section 9.6 - Employee Responsibilities.

(A) Scope.

Employees are required to perform their assigned academic duties well and maintain standards of professional ethics.

(B) Teaching Expectations.

An employee's teaching shall be guided by the course description and syllabus, requirements of effective teaching, adherence to academic and professional standards, and encouragement of the spirit of inquiry among students. Professional responsibilities include the successful completion of mandatory training required by the College. Employees shall cooperate with the appropriate academic administrators to facilitate the student course evaluation process. Employees upload the Syllabus and other course related materials to the College's course management system as a regular part of the course in accordance with requirements established by Management. Employees shall prepare for their classes and conduct them in an appropriately professional manner. Employees are responsible for the maintenance of good order and the observance of Goucher College regulations in the classroom. Absent extenuating and unavoidable circumstances, employees shall hold every scheduled class including a final exam when appropriate. Employee shall meet classes on time; hold classes for the full scheduled minutes during the scheduled time and in the scheduled location except in the case of an emergency or approved by the Provost or **Center Representative**; maintain standards of teaching consistent with the standards of the College; adjust, insofar as possible, teaching methods to student needs; submit academic progress surveys, mid-term and final grades in accordance with established deadlines; be available for student consultation; and regularly check and respond to Goucher issued emails.

(C) Student Conduct.

Employees shall report promptly to their **Center Representative** matters that require potential academic or non-academic disciplinary action against students under

applicable Goucher College policies and procedures relating to academic integrity and codes of conduct. Employees shall participate or cooperate, as appropriate, in any resulting student disciplinary proceedings in accordance with those policies and procedures.

(D) Advising.

Advising students is a part of a NTP faculty member's responsibilities. A NTP faculty member will not be assigned more than 20 advisees, except in special circumstances and only with approval of the Provost.

Section 9.7 - Opportunities for Employment in Other Faculty Positions.

(A) Application for Other Faculty Positions.

Nothing in this Agreement prevents an employee from applying for other faculty positions at Goucher College. For example, a part-time employee may apply for a full-time position or a tenure track position; a full-time employee may apply for a tenure track position. If an employee applies but is not selected for a position, the employee may request to meet with the hiring **Center Representative** to discuss how the employee might become a more viable candidate.

(B) Career Planning Guidance.

A part-time faculty member who has an interest in becoming a candidate for a full-time faculty position may request career planning guidance from Management. Such guidance may include identifying development opportunities, reviewing the employee's CV, and advising on other strategies for career advancement.

(C) Interviews.

An **employee** who, **in Management's discretion**, meets the minimum qualifications for a full-time **tenure track or non-tenure track** teaching position at Goucher College and who applies for a vacant position will be provided the opportunity for a **preliminary** interview.

ARTICLE 10 – COMPENSATION AND BENEFITS

Section 10.1 - Pay Rate.

The Pay Schedule for employees set forth in Appendix One to this Agreement is part of this Agreement and will be the pay rate for employees.

Section 10.2 – Pay Periods.

Employees will be paid on a timely basis in accordance with the College's normal business operations.

Section 10.3 - Classroom Expenses.

Employees will be reimbursed for expenditures for materials and supplies used in the classroom and for costs associated with field trips or other extra-curricular activities students, provided that these expenditures have been pre-approved in writing by the director of the academic center in which the course is offered.

Section 10.4 - Overload Rate.

A VAP or NTP faculty member will be paid an overload rate when his or her workload equivalent as assigned and determined by Management exceeds twenty-four (24) credits in an academic year. A one credit overload rate in an academic year will be applied when a VAP or NTP is assigned (a) as the advisor of fifteen (15) or more students; (b) to supervise twelve (12) or more internships; or (c) to work on a major committee, as defined by the College.

Section 10.5 - Writing Course Placement Essays.

A VAP or NTP faculty member assigned to read and assess student writing course placement essays will be paid \$300.00 in an academic year.

Section 10.6 – Professional Development.

(A) Part-Time Faculty.

Part-time faculty may participate in any and all professional development programs that Management makes available to other employees of Goucher College, including but not limited to the programs of the Center for the Advancement of

Scholarship and Teaching (CAST), and such other programs as may be offered from time to time.

(B) VAP, NTP and Half-Time Faculty.

VAP, NTP and half-time faculty will participate in the planning and implementation of long-range professional development goals consistent with the availability of resources and will share information from professional development activities with peers and the College, as appropriate. The College will make available to full-time and half-time faculty *(at a pro rata amount)* the same maximum benefit provided to tenure track faculty per academic year, provided that the total benefits payable in an academic year shall not exceed \$25,000.

Section 10.7 – Benefits.

(A) Part-Time Faculty.

Management will make available to part-time faculty certain benefits and the use of certain facilities including voluntary contributions to a retirement account; parking; discounted or free admission to certain campus events; bookstore discounts; affiliation with a local credit union; access to the library, sports and recreation facilities, and the café and dining hall.

(B) Half-Time Faculty.

Management will make available to half-time faculty who hold this position upon ratification of this Agreement certain benefits and the use of certain facilities at the level these benefits are offered as of the date of ratification of this Agreement. These benefits include health insurance in which Management contributes fifty percent (50%) of the cost of the individual tier of coverage; tuition remission for the half-time faculty member; dental insurance, vision insurance, voluntary accidental death & dismemberment insurance; flexible spending account; voluntary contributions to a retirement account; availability of an employee assistance program; parking; discounted or free admission to certain campus events; bookstore discounts; affiliation with a local credit union; access to the library, sports and recreation facilities, and the café and dining hall.

(C) VAP and NTP Faculty.

Management will make available to VAP and NTP faculty certain benefits and the use of certain facilities at the same level as those benefits are offered to all tenured and tenured track faculty, including group health insurance; retirement benefits; tuition

remission; employee assistance program; long-term disability insurance; life insurance; dental plan; vision plan; voluntary accidental death and dismemberment insurance; and a flexible spending account.

ARTICLE 11 - UNION RIGHTS AND PRIVILEGES

Section 11.1 - Meeting Space, Campus Mail, and Food Service.

College meeting space and the intra-College mail system and food service will be made available to the Union in accord with the procedures established by Management for College organizations.

Section 11.2 - Bulletin Boards.

The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated College bulletin boards. Such postings shall be consistent with established Management policies regarding postings in public places.

Section 11.3 - Designated Union Representatives.

Management will recognize employees 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. The Union will notify the Provost's office of the names of the workplace leaders who are authorized by the Union as representatives and will notify the Provost's office within five (5) working days of any change in the representatives. With prior notification to the Assistant Vice President of Human Resources or designee, the Union representative may be present on College property to attend to matters related to the administration of this Agreement.

Section 11.4 - Union/Management Collaboration Committee.

Management and the Union will create a joint committee to discuss issues of mutual interest to employees and Management. The committee may consider and make recommendations on matters of general importance to employees and Management.

Section 11.5 - Personnel Files.

Management will maintain an official personnel file for each employee to which the employee will have access upon reasonable notice.

Section 11.6 - Website.

Management will provide a link to the union's website on the Goucher College website.

Section 11.7 - Deduction of Dues and Fees.

(A) Payroll Deduction Authorization.

Employees who are covered by this Agreement may elect to have deductions for dues or agency fees made from their compensation, by submitting an authorization in the form set forth in Section 11.7(B) of this Agreement, voluntarily executed by the employee and submitted to the Vice President of Human Resources. The Union may obtain this authorization electronically, provided the parties agree to the format and process for such electronic authorizations and determine that the authorizations are in compliance with applicable law. Management will deduct membership dues or fees as certified in writing by the President or Executive Director of the Union and remit such dues or fees to the Union. Payroll deduction of dues or fees can be cancelled by an employee's individual written notice to the Union via certified mail. The employee's certified mail is to be addressed to: Executive Director - SEIU, Local 500, 901 Russell Avenue, Suite 300, Gaithersburg, Maryland 20879. The Union will then notify Management of any cancelled memberships and provide the employee's original notices of resignation to the Vice President of Human Resources within ten (10) days of receipt.

(B) Form of Deduction Authorization.

Management will honor deduction authorizations using forms that are furnished to employees by the Union. In the event the Union alters the authorization form in any manner, it agrees to submit the revised form to the College for its review at least thirty (30) calendar days prior to the effective date of such new form.

(C) Payment of Agency Fee.

Commencing upon the effective date of this Agreement, and unless exempted by Section 11.7(D) of this Agreement, any employee hired by Management for the first time as an employee covered by this Agreement on or after May 15, 2018 (and who does not elect to have dues deducted pursuant to Section 11.7(A) of this Agreement) shall, within thirty-one (31) days after his or her initial date of hire, be required to pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union). The amount of such agency fee shall be determined by the Union, in accordance with applicable law, as a percentage of full dues uniformly required

to be paid as dues and initiation fees by those who choose to become members of the Union under Section 11.7(A) of this Agreement.

(D) Exemption from Payment of Dues or Agency Fee.

This Section 11.7 shall not apply to employees who were employed by Goucher College before May 15, 2018 or who, because of the nature of their employment outside of Goucher College, are prevented from paying dues or an agency fee to a labor organization. The exemption created by this Section 11.7(D) applies to employees who:

1. Are members of the federal or state judicial, legislative, or executive branches of government;
2. Are not paid directly by Goucher College and whose services are instead procured through a contractual arrangement between the College and the employee's primary employer;
3. Are retired full-time College faculty who have emeritus status;
4. Are appointed to teach a compressed course (i.e., six weeks or fewer in duration); or
5. Establish that, due to the nature of their employment outside of Goucher College, they are prevented from paying dues or an agency fee to a labor organization because so doing would inhibit the ability of the employee to perform services for his or her non-College employer.

The indemnification provisions of Section 11.7(E) apply to any damages and attorneys' fees incurred as a result of the Union's demand for enforcement of this Section.

(E) Indemnification.

The Union shall indemnify and save Goucher College, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 11.7, and the Union assumes full responsibility for the disposition of monies deducted under this Section 11.7 as soon as they have been remitted by Management to the Union.

ARTICLE 12 - NO STRIKE/NO LOCKOUT

Section 12.1 - No Strikes.

Neither the Union, its officers, agents, or representatives, nor any employee, will in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

Section 12.2 - Enforcement of No Strike Pledge.

In the event of a strike in violation of Section 12.1 of this Article, Management may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any employee engaging in any activity in violation of Section 12.1 of this Article shall be discharged.

Section 12.3 - No Lockout.

Management shall not lock out employees.

Section 12.4 - Enforcement of No Lockout Pledge.

In the event of a lockout in violation of Section 12.3 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

ARTICLE 13 - SCOPE OF AGREEMENT

Section 13.1 - **Duration.**

(A) Effective Dates.

This Agreement becomes effective on **July 1, 2023** and shall continue in full force and effect until **June 30, 2026**. 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 to the other not later than **February 1, 2026**, or February 1 of any succeeding calendar year.

(B) Reopener.

Notwithstanding the provisions of Section 13.1(A) of this Agreement, either Management or the Union may reopen this Agreement solely for the purpose of negotiating changes to the Part-time Faculty Wages in Appendix One, and one other section each, for fiscal year 2025 - 2026. Written notice of an intent to reopen this Agreement must be served upon the other party not later than February 1, 2025.

Section 13.2 - Severability.

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision of this Agreement shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is invalid or becomes unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement, and Management and the Union agree to meet and bargain in good faith to in an attempt to negotiate a substitute provision.

Section 13.3 - Scope of Agreement.

Management and the Union acknowledge and agree that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Union after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, thus, contains the understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes to this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

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

GOUCHER COLLEGE

**APPENDIX ONE
PAY SCHEDULE**

PART-TIME FACULTY WAGES

Minimum Part-Time Per Credit Rate

Years of teaching at Goucher	Rate per credit
1-4 years	\$1200
5-10 years	\$1300
11+ years	\$1400

(nothing prevents a Part-time faculty member from being compensated at a higher rate)

HALF-TIME FACULTY SALARY

For those individuals who are Half-Time Faculty as of the date of ratification of this Agreement, the minimum Half-Time Faculty Salary is \$22,000.

VAP and NTP FACULTY SALARY

The Minimum VAP and NTP Faculty Salary is \$53,000. After a full-time faculty member has taught at Goucher College for fifteen (15) years, the minimum salary is \$60,000.

On the first day of the Fall 2023 semester VAP, NTP and Half-Time Faculty will receive an adjustment in salary that is the same percentage increase provided to Full Time Faculty who are not in the Bargaining Unit.

If Management determines during the term of this contract that the actual revenues received by Goucher College permit positive adjustments to employee wages, the College shall notify the Union and the parties agree to promptly negotiate regarding any such changes.