

CONTRACT

between

NATIONAL LABOR COLLEGE

and

**WASHINGTON-BALTIMORE NEWSPAPER GUILD
TNG-CWA, NLC**

April 1, 2005 – March 31, 2009

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Preamble

This agreement is made this 17th day of May 2005 between the National Labor College (hereinafter referred to as the "College"), and the Washington-Baltimore Newspaper Guild, Local 35 of The Communications Workers of America, AFL-CIO (hereinafter known as the "Guild") for itself and on behalf of the employees of the College described in Article 1.

Article 1 - Coverage

1.1. This Agreement covers all persons who are employed regularly by the National Labor College except the following employees, who are excluded from the Guild bargaining unit and from coverage under this Agreement:

- a. President, Executive Vice President, General Counsel, Provost, Deputy Provosts, Deputy Executive Vice President for Student Services, Director of Human Resources, Controller, Assistant Controller, Director of Conference Services, Associate General Counsel, Director of Development, Facilities Director, National Resource Consortium Director, Registrar;
- b. Future employees who assume the duties and functions of the positions listed in subsection (a) regardless of title;
- c. Employees covered by other union agreements with the College currently in existence;
- d. Employees with the authority to hire, fire, and/or handle grievances for or in the interest of the College;
- e. Confidential and managerial employees: and,
- f. Persons employed by the College to perform administrative and/or clerical functions related to admissions, financial aid, accounting and/or registration.

1.2. Part-time Employees

- a. Instructional Faculty members may request to be responsible for less than a full work load as defined in Appendix B of this Agreement (Agreement on Work Load). The wages and vacation and compensatory time benefits of any Instructional Faculty member with less than a full work load shall be apportioned or pro-rated in a separate written memorandum between the Faculty member, the Guild and the College.

b. The wages, vacation and compensatory time benefits of any Non-Instructional Faculty or other employee regularly scheduled to work less than full-time shall be apportioned or pro-rated in a separate written memorandum between the employee, the Guild and the College.

1.3. Part-time employees will accept College assignments when requested forty-five (45) or more days in advance and will make every reasonable effort to accept other assignments on shorter notice. This will not apply to travel or vacation plans made known to the College sixty (60) days in advance.

1.4. In case of a disagreement between the College and the Guild concerning the inclusion of any employee in the bargaining unit, the issue may be submitted by the Guild to the grievance and arbitration procedure herein.

1.5. Nothing in this Article requiring discussion is intended to restrict the College's hiring decisions, except to the extent that such decisions are restricted in this Agreement.

1.6. Effective with the date of ratification, the College may retain for a non-renewable period of not longer than twelve (12) months an individual, group of individuals, or other independent contractors to perform any non-instructional work that is normally performed by members of the Guild bargaining unit. The persons who are so engaged shall not be covered by this Agreement. Contractors retained under this section shall not be used where the intent or effect would be to displace unit employees or diminish the actual number of unit positions. However, for the duration of this Agreement the College may purchase or lease from outside contractors online general education courses or specialized technical courses outside the competency of the Labor Studies Faculty, to serve the requirements of the BTPS curriculum regardless of the duration of the contract or lease. This section does not apply to adjunct instructors covered under Section 1.8 of this Agreement.

1.7. Fixed Term Employees

a. Non-Grant Fixed Term employees are persons who are employed by the College for a definite term of no more than eighteen (18) months. If the College anticipates the need for a continuing position to extend beyond an 18-month period, then the employer may post a maximum of one additional Non-Grant Fixed Term position for the same work, for which the first fixed term employee is not eligible.

b. While they shall be covered by the terms of this Agreement, Non-Grant Fixed Term employees shall be retained as employees

at will. Any Non-Grant Fixed Term employee who is terminated at will, may grieve the termination as arbitrary and capricious, and the Guild may demand mediation under Article 6 of this Agreement. However, mediation shall be the sole and exclusive remedy and the decision to terminate shall not be arbitrable under Article 6. As they are to be employed for a term of limited duration, Non-Grant Fixed Term employees shall not accrue, and they shall not receive, severance benefits of any kind.

c. Non-Grant Fixed Term employees shall be eligible to apply to become regular bargaining unit employees. Such employees may apply for any vacancy. All periods of Fixed Term employment shall be credited toward the probationary period or to the tenure track as applicable, and to seniority or service time for all benefits and terms of this Agreement, should a Fixed Term employee be hired into a regular unit position.

d. Non-Grant Fixed Term employees shall not be used where the intent or effect would be to displace unit employees or diminish the actual number of unit positions.

e. Grant Fixed Term employees are persons retained by the College to employees a grant or contract between the College and a third-party organization, including, but not limited to a third party that is an affiliate of the AFL-CIO or an AFL-CIO allied agency or program, and whose position is funded by revenues received by the College under the grant or third-party contract. A Grant Fixed Term employee shall not acquire the right to be retained in a regular position as long as the funding for the position occupied is provided by a third party grant or contract.

f. While they shall be covered by the terms of this Agreement, Grant Fixed Term employees shall be retained as employees at will for the first six (6) months of their employment. Any Grant Fixed Term employee who is terminated at will, may grieve the termination as arbitrary and capricious, and the Guild may demand mediation under Article 6 of this Agreement. However, mediation shall be the sole and exclusive remedy and the decision to terminate shall not be arbitrable under Article 6.

g. Grant Fixed Term employees shall be eligible to apply to become regular bargaining unit employees. Such employees may apply for any vacancy. All periods of Fixed Term employment shall be credited toward the probationary period or to the tenure track as applicable, and to seniority or service time for all benefits and terms

of this Agreement, should a Fixed Term Employee be hired into a regular unit position.

h. The College shall not offer accrued severance pay to Grant Fixed Term employees. Where, however, severance pay may be funded through current operating funds appropriated by the third-party funding agency, severance pay of two weeks per year of employment shall be paid to Fixed Term Grant employees who are laid off after more than one full year of service.

i. Being paid in whole or in part from a grant does not convert a regular employee into a Grant Fixed Term employee.

1.8. Adjunct Instructors

a. Adjuncts will not be used when the intent or effect is to displace unit Faculty members or reduce the actual number of permanent bargaining unit Faculty positions.

b. All adjunct instructors shall be excluded from the Guild bargaining unit and from coverage under this Agreement. The College and the Guild agree that their exclusion during this contract term does not preclude coverage of adjuncts in this contract's successor Agreement.

c. The College is committed to creating a permanent, full-time Faculty for the BTPS program. Provided performance meets standards of professional excellence established by the Faculty, the College agrees to provide BTPS adjuncts with regular employment where economically and practically feasible and the first opportunity to be considered for permanent positions in the BTPS program as they are created.

Article 2 - Unit Work

2.1. If qualified, members of the bargaining unit may be required to provide to students of the National Labor College, instruction, course work and evaluation for academic credit, in the areas of their expertise and reasonably related subject matters.

2.2. Employees who are covered by this agreement must obtain prior approval from the Employer before committing the College's funds.

2.3. The College shall, during the course of this Agreement, have the right to adopt reasonable rules and regulations after appropriate notice to the Guild.

Article 3 - Union Security

3.1. The College shall require as a condition of employment that any employee covered by the agreement be, or become within thirty (30) days after initial employment, a member of the Guild and remain a member in good standing during the term of this agreement. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws.

3.2. The Employer shall, upon receipt of appropriately signed authorization, deduct from the second bi-weekly pay check of each employee each month all dues, fees and assessments set by the Guild. Such deductions will be transmitted to the Guild office in the month during which deducted.

Article 4 - Information

4.1. The College agrees to supply the Guild once each year with a salary list of all employees covered by the Guild bargaining unit.

4.2. The College will notify the Guild in writing whenever a new employee is hired by the College into the unit, whenever any unit employee is deleted from the payroll, and of any changes in the job classification or salary of any unit employee. The College will identify any Fixed Term employee, including Grant Fixed Term employees, hired, and duration of the term. This notice is to be given by the College to the Guild within thirty (30) calendar days after the new employment or other action takes effect.

4.3. The College will notify the Guild in writing of all contractors, adjuncts, or consultants employed to perform work that is arguably within the scope of the bargaining unit. Information will include, at a minimum, the name of the person performing the work; the nature of the work performed; the union, grant or program for which the work is being performed and the beginning and end dates of the work. Said information shall be provided to the Guild as soon as it is practical to do so, but in no event later than fifteen (15) days after the contract commences. Within fifteen (15) days of receiving said information the Guild may request a formal meeting with the College to review the arrangements for any contractor, adjunct, or consultant. Said meeting shall be held at the earliest mutually convenient date but in no event later than thirty (30) days after it is requested. As an alternative to providing written notice required under this section, the College may choose to maintain a data base that is accessible to the Guild and contains the requisite information.

Article 5 - No Discrimination

5.1. The College and Guild will cooperate in actively recruiting employees who reflect the changing cultural diversity of the American workforce. The College agrees to hire employees, and the Guild agrees to admit to membership, without regard to age, sex, race, creed, color, sexual orientation or preference, disability, or national origin.

Article 6 - Grievance Procedure

6.1. A grievance shall be defined as any dispute between the parties arising out of or relating to a specific term or provision of the Agreement or the interpretation or application of the Agreement.

6.2. Any grievance filed in writing within thirty (30) calendar days of the action giving rise to the dispute or within thirty (30) days of the complaining party's becoming aware of the action, shall be considered a grievance that is timely filed within the meaning of this article.

6.3. Any grievance not filed within the time limits specified in the agreement shall be deemed waived.

6.4. The written grievance shall set forth the basis there for including identification of the Article(s) of the Agreement relied upon and the remedy requested.

6.5. The College agrees to meet with the representative(s) of the aggrieved employee and/or the aggrieved employee, whichever the employee chooses, within five (5) days after the request for such a meeting, except that the five-day period may be extended by mutual agreement.

6.6. The College shall respond in writing within twenty (20) days of the initial meeting. Failure to do so shall affirm on behalf of the Guild without prejudice to the College.

6.7. Grievance Mediation

a. Mediation shall be by mutual agreement.

b. If the College denies the grievance, then, by mutual agreement in writing, within ten (10) days of that denial, either party may request a member from a permanent panel of three professional arbitrators to mediate the grievance, said panel to be agreed upon by the parties.

c. If the parties mutually agree to, and do conduct a grievance mediation, that process shall be non-binding, and no statements made during the mediation process, and no positions taken during mediation, shall be used as evidence in any grievance or arbitration proceeding which occurs thereafter.

6.8. Arbitration

a. If a grievance is not satisfactorily settled within twenty (20) days after the initial grievance meeting (as provided in paragraph 6.6 of this Agreement), either party may request arbitration within thirty (30) days thereafter, for a total of fifty (50) days after the date of the initial grievance meeting.

b. Arbitration shall be initiated by a written notice to that effect, mailed by certified mail, return receipt requested, or by hand delivery to the principal officer of the College or the Guild, as the case may be, or to the appropriate designee of either.

If no agreement is reached on the selection of an arbitrator, or on a procedure for the selection of an arbitrator, within seven (7) working days of the receipt of the notice from the Guild to the College moving the grievance to arbitration, either party may request the American Arbitration Association, under the Association's Voluntary Labor Arbitration Rules, to initiate its procedures for assisting the parties in prompt selection of an arbitrator.

Alternatively, either of the parties may apply to the Federal Mediation and Conciliation Service for a panel of nine (9) arbitrators, each a member of the National Academy of Arbitrators for use in the selection of an arbitrator.

c. The fee and expenses of the arbitrator, and the expense of the room where the arbitration hearing is held, if other than at the George Meany Campus of the National Labor College, shall be shared equally by the parties.

d. The arbitrator shall not have the authority to alter, amend or modify any terms of this Agreement.

e. The arbitrator shall determine any questions of arbitrability.

f. The decision of the arbitrator shall be final and binding.

6.9. Unless otherwise specified, all references to time limits in this Article 6 are to work days which shall not include week end days, nor to days which the Employer observes as a holiday.

6.10. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently.

6.11. The term “grievant” shall be considered to include any individual employee, a group of employees, or the Guild.

Article 7 – Non-tenure Track: Probation, Promotion, Upgrades

Probationary Period

7.1. For all non-tenure track positions in the unit, the probationary period will be six (6) months from the date of hire. An additional six (6) months of probation for bargaining unit employees will be granted when requested in writing by the College to the Guild, with a copy to the employee(s) affected, one (1) month prior to the end of the original probationary period; and, in such case, the extended probationary period shall be accompanied by a written program of supervision or orientation.

7.2. An employee’s seniority date shall not be affected by the employee’s probationary period or any extension of the probationary period. Probationary employees receive all increases in compensation applicable to their classification during their probationary period.

7.3. The appropriate supervisor shall meet with each new employee within thirty (30) working days after hire to design a work plan defining the work program for the employee, including the tasks assigned to, and the College’s expectations for the employee. A copy shall be provided to the Guild unit chair.

Probationary Employee Performance Review

7.4. The College’s designee will meet with each probationary employee once every ninety (90) days after the date of hire to review the employee’s performance.

7.5. The immediate supervisor will be available whenever possible to assist the probationary employee in achieving the defined tasks.

7.6. The College will inform probationary employees that if so desired by the employee, a representative of the Guild may attend these meetings.

7.7. If a representative of the Guild does not attend an evaluation meeting, after the evaluation and discussion the College will inform the Guild of the employee's progress.

7.8. An employee who is terminated while a probationary employee under this Article 7, may grieve the termination as arbitrary and capricious, and the Guild may demand mediation of the grievance under Article 6 of this Agreement. The decision to terminate shall not be arbitrable under Article 6. Mediation under Article 6 shall be the sole and exclusive remedy for termination.

Promoted Employees

7.9. For promotions from one position to another within the Guild bargaining unit, the trial period of employees promoted to jobs with significant content change will be ninety (90) days, with periodic review. The appropriate College manager will meet with a newly promoted employee within thirty (30) days of the promotion to design a work plan defining the work program for the employee, including the tasks assigned to and the College's expectations for the employee.

7.10. During the ninety day trial period, the employee may elect to return to the position from which he or she was promoted or transferred without penalty or prejudice.

7.11. At the end of the ninety day trial period, the employee shall be confirmed in the position unless the employee has been unable to perform the duties of the job in the opinion of the College, if during the trial period the employee is unable to perform the duties of the new position satisfactorily in the opinion of the College, the College will place the employee in his or her previous position without penalty or prejudice.

7.12. Each promoted employee will meet with the College once within the course of the trial period, after forty-five (45) days in the position, to review the employee's performance, and to revise the work plan, if necessary.

7.13. The College will inform recently promoted employees that if so desired by the employee, a representative of the Guild may attend evaluation meetings.

7.14. If a representative of the Guild does not attend an evaluation meeting, after the evaluation and discussion the College will inform the Guild of the employee's progress.

7.15. During the trial period, increases in compensation under the classification of employment will be honored.

7.16. Job Upgrades

- a. Job promotion or upgrades of an employee's position are to be addressed during the term of the contract.
- b. The employee will provide the College with a request for promotion or upgrade based on:
 - (i) Assumption of new job responsibilities which warrant the consideration of reclassification or promotion, or
 - (ii) Qualitative performance of job duties.
- c. Upon request, the College will meet with an employee within two weeks.
- d. The Guild will be informed prior to any such meeting, and a representative of the Guild will be allowed to participate.
- e. The College will respond to an employee's request in writing within two (2) weeks of the meeting. This time period may be extended by mutual agreement.

Article 8 – Job Security

8.1. The Guild unit chair shall be notified in writing, simultaneously with the employee, of the discipline, suspension or discharge of any bargaining unit employee. There shall be no discipline, suspension or discharge, except for just and sufficient cause.

8.2. Employees with more than six (6) months service shall be given two (2) weeks notice, or two (2) weeks pay in lieu of notice, of any discharge.

8.3. Seniority

- a. Wherever seniority is referred to in this Agreement, it shall include all continuous service with the National Labor College, the George Meany Center for Labor Studies, the AFL, the CIO, the AFL-CIO, or any of the AFL-CIO's direct subdivisions such as the Political Action Committee, Labor's League for Political Education, and the Free Trade Union Committee; but it shall not include service with affiliated unions or departments or with state or local central bodies.

Article 9 - Grant-Funded Programs

9.1. The College agrees to make reasonable efforts to seek continuation of the program funded by a third party grant or contract.

9.2. If insufficient funds are provided in a third party contract or grant for wages and benefits set forth in this Agreement, the College agrees to consult with the Guild, over the effects of the problem prior to consideration of furlough, layoff, or wage and benefit reduction.

9.3. The College also agrees to make similar efforts in event of reduction, where shortening the term of a third party grant or contract, would result in the layoff of an employee under this Agreement.

9.4. Before the date on which he or she is laid off from College employment, an employee laid off from a grant-funded program will be given priority consideration for any other job opening for which he or she is qualified.

9.5. The College reserves the right to not renew a third-party grant or contract if, in the sole judgment of the College, it no longer serves the mission of the College.

9.6. The Guild may grieve and mediate a claimed misinterpretation, breach or misapplication of this Article 9 (which concerns third party Grants and Contacts) under Article 6 of this Agreement. However, there shall be no binding arbitration, and there shall be no further remedy beyond mediation.

Article 10 – New Technology

10.1. The Guild will be given one (1) month's notice of intent to introduce new or modified equipment, machines, apparatus, computer software, or technological processes.

10.2. Affected employees will be given adequate training at the expense and on the time of the Employer.

Article 11 – Vacancy Search Procedures

11.1. Faculty Vacancy Search Committee - Non-fixed Term

a. A Search Committee shall be convened whenever an opening occurs for any Faculty appointment or librarian or archivist, including fixed term positions. The Provost shall notify the bargaining unit in writing of the need for such a committee and shall accept volunteers from among the Faculty to participate in the search process. The committee shall have no more than five members, at least three of whom shall be members of the Guild bargaining unit. In the event there are insufficient volunteers, the Provost may appoint committee members, consistent with the provisions of this section. The Provost, in coordination with the

committee, will insure that there is adequate representation in the area of professional expertise being sought.

b. The committee shall select a chair from among the Guild bargaining unit members. Subject to subsequent review and consent by the Provost, the committee shall (a) agree on the position announcement that contains a description of the minimum qualifications for the position and the subject matters in which preferable candidates are to have substantial experience; (b) set an appropriate time frame for posting the position; (c) decide the locations and publications where the position will be announced; and (d) determine a schedule and procedure for screening resumes, interviewing applicants, and making a recommendation that is consistent with Paragraph 11.4(d). The committee shall also determine the appropriate pay classification for each position subject to subsequent review and consent by the Provost.

c. As soon as possible after the deadline for applications, the Provost and the committee will meet to determine whether or not the pool of applicants is an adequate one from which to make a selection. If either the Provost or the committee determines that the pool of applicants is not adequate, the committee will promptly meet to make necessary revisions to the search process and to extend the deadline for completion of the search, if necessary.

d. The committee shall have primary responsibility for the recommendation of particular candidates from among the pool of applicants. In accordance with deadlines established, the committee shall forward to the President a minimum of three qualified candidates from among the pool of applicants. The committee will state the specific reasons for forwarding the particular candidates with reference to their individual qualifications and the needs of the College but none shall be ranked or designated as the one candidate who is most or more preferred among those recommended. In the event the committee does not forward at least three qualified candidates the Provost may elect to inform the committee of the need to extend the search.

e. The President shall make the final decision as to whom to appoint to any Faculty position from among the applicants forwarded by the Search Committee, subject to review and approval by the Board of Trustees. When the President decides whom to appoint she shall meet personally with the committee and explain the reasons for such a decision. The President or the Board of Trustees may reject all of the applicants forwarded by the

Search Committee, and may request a new list of applicants, starting the search once again, as per Paragraph 11.4(c).

f. Nothing in this section shall be construed as an indication that service on a Faculty search committee renders participating Faculty managerial employees.

11.2. Faculty Search – Fixed Term

a. Whenever the College determines that it must hire a Fixed Term Faculty member, the President or his/her designee shall, at the request of the Faculty, explain why the position is Fixed Term rather than permanent. The College will create a job description and timeline by which an expedited search must be completed. The Provost shall notify the bargaining unit in writing of the need for an expedited search and shall accept volunteers to the committee. The committee shall have three (3) members, at least two of whom shall be members of the Guild Bargaining unit. In the event that there are insufficient volunteers, the Provost may appoint additional members to the committee. The role of the committee is as follows:

- i. To determine where and when to announce the opening
- ii. To review existing and incoming resumes
- iii. To identify candidates
- iv. To recommend candidates to be interviewed
- v. To interview candidates, as time permits
- vi. To forward the names of two or three qualified candidates to the Provost

b. In the event that the committee work is not completed within the timeline indicated at the beginning of the process, or that the pool of candidates is found insufficient by the Provost, the Provost may make a selection without further counsel from the committee. The Provost will inform the committee of the basis of the selection and provide an opportunity for committee members to interview the selected candidate.

11.3. Non-Faculty Search Procedure

a. Whenever an opening occurs for any Guild position that is not covered by Sections 11.1 or 11.2 of the contract, the Director of Human Resources shall notify the Guild, the Provost and Guild Co-chair of the Faculty in writing. The Provost and Guild Co-chair shall refer the matter to the appropriate Faculty committee. In the event there is no existing appropriate standing committee an ad hoc committee of no more than five members, at least three of whom

shall be members of the Guild bargaining unit, shall be appointed by the Provost and Guild Co-chair.

- b. The Director of Human Resources shall meet with the committee to reach agreement on a position announcement that contains a description of the job duties and the minimum qualifications as well as the locations and publications where the position will be announced.
- c. The Guild may on its own initiative post or advertise the official position announcement in any forum of its own choosing.
- d. The Director of Human Resources shall have primary responsibility for the recommendation of particular candidates from among the pool of applicants. He shall provide a reasonable opportunity to the Faculty search committee to review the pool of applicants and propose particular candidates to be interviewed. In the event the Director of Human Resources does not select any or all of the committee's proposed candidates for interview he shall provide a written explanation as to the reasons for College's position with respect thereto.
- e. The committee shall be allowed to participate in any interviews conducted among selected candidates for the position. The committee will be afforded a reasonable opportunity to recommend, or comment upon, particular candidates to the President of the College or her designee.
- f. The President of the College or his/her designee shall have the sole authority to make a final decision as to which candidate shall be selected to fill any applicable opening. The hiring decision shall not be subject to the grievance procedure described in Article 6.

Article 12 - Guild Bulletin Board

12.1. The Employer shall purchase and install a glass covered bulletin board which shall be used for Guild communications. The bulletin board shall be placed in the staff lounge. The keys to the bulletin board shall be given to the Guild Unit Chair.

Article 13 - Hours and Work Load

13.1. Compensatory Leave

- a. In recognition of their lengthy and irregular hours, permanent employees shall receive five (5) days of

compensatory leave each calendar year, to be taken with appropriate notice and advance approval of their supervisor whose approval shall not be unreasonably denied. These compensatory-leave days shall be pro-rated for employees who in a calendar year are actively employed less than a full year. At the end of the calendar year, employees may cash out two (2) compensatory-leave days. Compensatory-leave days shall not be carried over from year to year.

13.2. Equivalent Time Leave

a. Employees who are assigned to work on Saturday and/or Sunday may take equivalent time off during the following calendar month. To qualify for equivalent time, an employee must file a written statement with the College claiming the equivalent time before it is to be earned, or must have been teaching a regularly scheduled class. The work assignment (unless it is a regularly scheduled class) must be approved in advance and in writing by the College.

b. Actual hours of travel, portal-to-portal, on Saturdays and/or Sundays, may be claimed as allowable equivalent time, but the itinerary and choice of the means of out-of-town travel must be approved in advance by the College.

c. Equivalent time shall be earned only on an hour-for-hour basis and only for weekend work; and it shall not be allowable for any hours of work that are attributable to an alternative work pattern.

d. Should an employee be unable, because of work-related commitments, to schedule equivalent time to be used by the end of the next calendar month following the month in which it is earned, it shall be taken only with prior written approval from the College.

e. No employee shall be permitted to carry over any equivalent time after December 31 of a calendar year into the next following calendar year, and all equivalent time earned but not used before December 31 shall be lost.

13.3. The “Agreement on Workload - NLC Instructional Faculty,” as amended, a copy of which is appended hereto, remains in effect and is incorporated herein as part of this Agreement.

- a. Either party may make revision of the Agreement on Workload a subject of bargaining during the next contract negotiations.
- b. The parties agree to establish a Committee on Workload concurrent with the conclusion of the present negotiations. The purpose of the committee shall be limited to reviewing the application of the current Agreement on Workload to the Instructional Faculty; collecting data on operation of the Agreement on Workload; highlighting problems with its functioning; researching other agreements at similar institutions; and making recommendations for the amendment and improvement of the Agreement on Workload. The committee will pay particular attention to developing standards for equity in distribution of workload, as well as facilitating a balance between service, classroom teaching, and professional development activities.
- c. The committee will be composed of the Provost, the Director of Human Resources and a minimum of three Guild represented Instructional Faculty members.
- d. The committee will meet at least once every two months, and shall consult on an ongoing basis with individual Faculty members, provided advance notice is given to the Guild.
- e. All members of the committee shall attempt in good faith to work by consensus; however, findings and recommendations of the committee need not be unanimous.
- f. Findings and recommendations of the committee will not be binding on any subsequent negotiations, and the work of the committee will not under any circumstances constitute negotiations or a new agreement on workload.
- g. All data collected shall be made available to both parties prior to any future contract negotiation at which workload is made an issue.

13.3.1 Subject to the provisions above, if the Committee reaches internal agreement on recommended workload standards and the agreement is approved by the Faculty and the administration, the standards may be used during the term of this agreement to review the distribution of workload among Instructional Faculty members already covered by the Workload Agreement. Such standards will be provisional and effective for the current contract only. The experience gained by such review will be analyzed, summarized, and made available as information in any subsequent negotiations over workload.

13.4. Alternative Work Patterns

- a. With the prior approval of the President, employees may have a flexible work schedule of starting and quitting times.
- b. With the prior approval of the President, employees may work at home, either on a regular or ad hoc basis.
- c. With the prior approval of the President, employees may work a compressed work week of four days, either on a regular or ad hoc basis
- d. With the prior approval of the President, employees assigned work requiring similar skills or performing similar functions may share a full-time job with no loss of benefits or protection under this Agreement.

13.5. Committee on Work Standards for Non-Instructional Positions

- a. The parties agree to establish a Committee on Work Standards for Non-Instructional positions concurrently with the conclusion of the present negotiations. The purpose of the committee shall be to develop mutually acceptable job descriptions and performance standards applicable to Guild represented employees not covered by the current Agreement on Workload.
- b. The committee will be composed of an individual designated by the President, the Director of Human Resources, and a minimum of three Guild represented employees drawn from, and selected by, the affected employees.
- c. All members of the committee shall attempt in good faith to work by consensus however, findings and recommendations of the committee need not be unanimous. To assist the members of the committee, the Guild and the College may each consult outside experts at their own cost.
- d. Findings and recommendations of the committee will not be binding on any subsequent negotiations, and the work of the committee will not under any circumstances constitute negotiations or an enforceable agreement on work standards under this contract.
- e. All data collected shall be made available to both parties prior to any future contract negotiations.

Article 14 – Holidays

14.1. The following days shall be holidays with pay:

- New Year's Day,
- Martin Luther King, Jr.'s Birthday,
- Washington's Birthday,
- Good Friday or another day of the employee's choosing,
- Memorial Day,
- Independence Day,
- Labor Day,
- Columbus Day,
- Presidents' Day,
- Veterans' Day,
- Thanksgiving Day,
- The Friday after Thanksgiving Day,
- Christmas Eve or another day of the employee's choosing,
- Christmas Day, and
- Two (2) floating holidays that shall be treated as two (2) additional vacation days.

14.2. The college shall give to employees additional paid days off equivalent in number to the additional holidays granted by the AFL-CIO; however the college reserves the right to determine the scheduling. For the current contract period, the College guarantees four (4) additional paid days off during the period from December 2005 through January 2006 and four (4) additional paid days off during the period from December 2006 through January 2007 and four (4) additional paid days off during the period from December 2007 through January 2008.

14.3 When and if a regular holiday falls on a Saturday, the preceding Friday shall be observed. When and if a regular holiday falls on a Sunday, the following Monday shall be observed.

14.4. When a member of the unit is required to work on a holiday, e.g., in conducting an institute, a substitute holiday will be granted.

14.5. Part-Time Employees

- a. Part-time employees, as they are defined in Section 1.2 of this Agreement, shall be entitled to paid Holidays under this Article 14, but only on a pro rata basis in proportion to their employment as the College and the Guild shall agree by memorandum as provided either in Paragraph 1.2(a.) or 1.2(b.) of Section 1.2.

b. Before each calendar year begins, each part-time staff member shall agree with the College which holidays shall be treated as days of paid Holiday leave for the member for purposes of this Article 14. Such agreement shall be reduced to writing with a copy provided to the Guild unit chair which writing shall satisfy Section 1.2.

Article 15 – Vacations

15.1. Vacations with pay shall be granted employees who have completed periods of continuous service as follows:

- Employees accrue vacation at the rate of one (1) day per month of service during the first calendar year of their employment.
- After one (1) year twelve (12) days of vacation;
- After three (3) years, seventeen (17) days of vacation;
- After eight (8) years, twenty-two (22) days of vacation;
- After eighteen (18) years, twenty-seven (27) days of vacation;
- After twenty-five (25) years, thirty-two (32) days of vacation.

15.2. Employees coming to the College with five (5) or more years of labor-related employment or labor-related experience and who had the right to two (2) or more weeks of vacation in the labor-related job held immediately prior to College employment will be granted seventeen (17) vacation days per year after completing their first year of service until after their eighth year.

15.3. It is the policy to have vacation used in the year in which it is earned.

15.4. Employees shall not be entitled to take paid vacation until after completing six (6) full months of continuous service.

15.5. Vacation days under this Article include two floating holidays in honor of George Meany.

15.6. Banked Vacation Leave

a. Employees with one or more years of completed service in the employ of the College may bank up to five days of vacation at the end of each calendar year up to a maximum of forty (40) days.

b. Vacation days that are banked may be withdrawn and taken alone or in conjunction with accrued vacation to provide extended

vacation, provided, however, that such vacation is approved in advance by the College.

15.7. Vacation Carry-Over

- a. In addition to banked vacation leave, employees may carry over up to five (5) days of unused leave to the following calendar year. Employees may request to carry over more than five (5) days, but such requests will only be granted under extraordinary circumstances and solely at the discretion of the Director of Human Resources. In any event, all leave carried over must be used no later than June 30th of the following year.
- b. Employees who chose to carry over leave must notify the college in writing no later than January 15th of the following year.
- c. Carryover leave may be taken in conjunction with the normal accrual in order to provide an extended vacation period.

15.8. All accrued pro rata vacation time shall be paid to employees taking maternity leave or other leaves of absence up to the time of the granting of the leave of absence or upon termination of employment.

15.9. The vacation schedule shall be agreed upon by mutual consent but employees shall have preference in accordance with seniority.

15.10. Employees terminating with six (6) months but less than five (5) years of service will receive their vacation pay on the basis of one-twelfth (1/12) of their annual vacation accrual for each month or fraction thereof that they work in the year in which they terminate.

15.11. Employees terminating with five (5) years or more of service will receive their full vacation pay for the year in which they terminate.

15.12. Part-Time Employees

- a. Part-time employees, as they are defined in Section 1.2. of this Agreement, shall be entitled to paid vacation, but only on a pro rata basis in proportion to their employment as the College and the Guild shall agree by memorandum as provided either in Paragraph 1.2(a.) or 1.2(b.) of Section 1.2.
- b. Before each calendar year begins, each part-time employee shall agree with the College the number of days of work that shall be treated as days of paid vacation leave for the member for purposes of this Article. Such agreement

shall be reduced to writing with a copy provided to the Guild unit chair which writing shall satisfy Section 1.2.

15.13. An employee's continuous service for calculating vacation shall include all continuous service with the College, AFL, the CIO, the AFL-CIO. and any of the AFL-CIO's direct subdivisions such as the Political Action Committee, Labor's League for Political Action, and the Free Trade Union Committee. It shall not include service with affiliated unions or departments, or with state or local central bodies.

Article 16 - Sick Leave

16.1. The College's policy on sick leave shall be continued for the duration of this contract. Any employee claiming to be physically unable to work for any period longer than three (3) weeks must, on request of the College, supply a certificate from the attending physician that the employee is physically unable to work, and may be required to be examined by a doctor chosen by the College. If the two doctors are in disagreement they shall choose a third doctor, whose determination shall be binding.

16.2. Abuse of sick leave shall be subject to progressive discipline.

16.3. Physical inability to work due to pregnancy or childbirth will be considered to be the same as inability to work due to sickness. An employee will automatically be awarded the period of her hospital confinement plus six (6) weeks of sick leave immediately following thereafter on account of pregnancy, and it will be presumed that is the normal length of physical disability. Any employee claiming to be physically unable to work for any period other than the foregoing must, on request of the College, supply a certificate from her attending physician that the employee is physically unable to work, and may be required to be examined by a doctor chosen by the College. If the two doctors are in disagreement, they shall choose a third doctor, whose determination shall be binding. The expense of the second and third examination will be borne by the College.

Article 17 - Group Insurance and Retirement Benefits

17.1. Employees, a person with whom the employee maintains a committed relationship as defined by ULLICO, retirees and dependents shall be fully covered by the Group Medical, Surgical, and Hospitalization Policies negotiated with the AFL-CIO. In order to be eligible for retiree health insurance, an employee must have had five (5) years of continuous service, with the service contiguous to the date of retirement.

17.2. Employees shall be fully covered by the Life and Accidental Death Insurance Policies and the present Pension Plan negotiated with the AFL-CIO.

17.3. For employees, persons with whom an employee shares a committed relationship, retirees and dependents, the maximum annual per participant dental benefit is \$3000. The maximum lifetime orthodontia benefit is \$3,500 per participant.

17.4. Effective January 1, 2001, the co-payment for brand-name prescription drugs for which there is no generic equivalent will be \$12.50. The co-payment for brand-name prescription drugs for which there is a generic equivalent will be \$17.50.

17.5. The co-pay for generic drugs shall be \$1.00.

17.6. For employees, persons with whom an employee shares a committed relationship, retirees and dependents, the vision-care reimbursement is \$300 biennially.

17.7. Beginning January 1, 1999, and only as practicable, for employees, their spouse, or person with whom the employee shares a committed relationship, the employees' parents and parents-in-law, the College will devote its best efforts to attempt to make available, at employee cost, an elder-care and nursing-home insurance policy.

17.8. No change in the benefits under such policies shall be made during the life of this Agreement without the express consent of the Guild.

17.9. Life Insurance

a. The College will provide life insurance in an amount equal to the employee's annual salary plus \$1,000.

b. An active permanent employee on the payroll using a Health Maintenance Organization as the employee's group health insurance plan will be provided life insurance in an amount triple that of life insurance coverage stipulated in the preceding paragraph 17.a. to the extent that a benefit in that amount is available from the carrier as a matter of course under existing AFL-CIO benefit plan documents.

c. The life insurance amount will be reduced by one-half (0.5) at the time of the employee's retirement.

d. In consultation with the Guild, the College will offer group term life insurance to employees, who may elect to pay for it through payroll deduction.

17.10. Retirement Plan

- a. Effective January 1, 2004, and January 1, 2005, the College shall provide increases of one percent (1%) of the monthly pension for retirees and beneficiaries who have been on the rolls for one year or longer as of January 1, 2004.
- b. The College will pay the cost of health insurance for the surviving-spouse beneficiaries who currently pay one-half (0.5) the cost of such insurance.
- c. Single (unmarried) pension participants may elect lump sum payment to an heir similar to the present provisions for married participants, with such provision to be costless to the plan.
- d. Active pension plan participants may elect up to \$150,000 life insurance coverage naming a disabled dependent as the beneficiary, with the College paying one-half (0.5) of the premium cost.
- e. The pension plan will pay pension plan participants* Medicare Part B premiums.
- f. A copy of the full retirement plan shall be maintained at the National Labor College and made available to employees upon request.
- g. The College will seek an alternative pension plan as an option to employees. The College will give notice to and bargain with the Guild before it offers and/or implements an alternative pension plan.
- h. The College will amend the pension plan to include the following new plan options that are cost neutral for current employees and any employee who was active as of July 1, 2002:
 - 50% Joint – and – Survivor
 - 100% Joint – and – Survivor
 - 5 Year Guarantee
 - 10 Year Guarantee

17.11. 401(K) Plan

- a. The employer will participate in the AFL-CIO 401(k) plan.
- b. The College annually, will match 100 percent of employee contributions up to one-half of one percent (0.5%) of the employees' annual salary, with a floor of \$600.00 effective April 1, 2004 and \$650.00 effective April 1, 2005.

17.12. Retirement Benefits for Fixed Term Employees

- a. All Fixed Term employees will be given the option of participating in the AFL-CIO pension plan or a designated individual retirement account. The Employee shall make this election in writing when first employed.
- b. Contributions to the individual retirement account will be at a rate equivalent to the contributions made on behalf of employees participating in the AFL-CIO pension plan.

17.13. This Agreement notwithstanding, the Group Insurance benefits that are described in Sections 17.1 through 17.13 of this Agreement shall be available only to the extent they are described in the summary plan descriptions and/or policies or plans of insurance issued for such programs for the AFL-CIO.

Article 18 - Leaves of Absence

18.1. Upon written request with as much advance notice from the requesting employee(s) as possible, the College shall grant employees a leave of absence for good and sufficient cause. Such leave shall not be considered service time in the accrual of rights and benefits under this agreement but shall not cancel previous service in determining total service with the College for any reason. The terms of a leave of absence shall be stated in a document that is signed by the employee and employer, with a copy sent to the Guild.

18.2. Union Leave

- a. In the event an employee is elected or appointed to any office or position in the Newspaper Guild, or a local of the Newspaper Guild, this shall be considered good and sufficient cause for a leave of absence.
- b. An employee elected as a delegate to a regular convention or special meeting of The Newspaper Guild/CWA shall receive a leave with full pay not to exceed one week per year to attend the convention or special meeting.

c. Leave with full pay not to exceed one week per year to attend a regular convention or special meeting of an AFL-CIO affiliated union, other than TNG/CWA, shall be considered on a case-by-case basis, consistent with past practice, and approval shall not be unreasonably withheld.

18.3. Military Service

a. An employee inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service.

b. On return from such service, the employee may claim his/her original job or if that job is no longer in effect, a comparable job with a salary no less than what he/she would have received had his/her service with the College been continuous, provided that he/she applies for reinstatement within ninety (90) days after release from the Armed Services.

18.4. Child-Rearing Leave

a. An employee, on birth or adoption of his/her child, or gaining of a foster child, shall be permitted to take child-rearing leave of up to six (6) weeks with pay

b. An employee may take additional child-rearing leave of up to five (5) months without pay.

c. Child-rearing leave shall be without loss of seniority or benefits.

d. Child-rearing leave need not be taken contiguously. However, when not contiguous, the schedule for the leave shall be by mutual agreement between the employee, the College and the Guild.

18.5. Supplemental Pay: Jury Duty or Military Leave

a. Employees shall be provided leave with supplemental pay during periods of required jury duty service and, for a period not to exceed two weeks, during regular military reserve training.

b. Supplemental pay from the College shall be in an amount which when combined with pay received by the employee for such jury duty service, or such military reserve training, shall equal the total regular salary that would have been received by the employee from the College for the same period of time.

18.6. Paid Leave to Care for a Relative or Domestic Partner

a. Employees shall be permitted up to six (6) days of leave with pay per year to care during a serious health condition for a sick relative for whom the employee will be one of the primary caregivers, or a person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship.

b. This paid leave also may be used to care for an employee's child during the child's illnesses, emergency medical appointments, parent-teacher conferences, or unscheduled school closings.

c. This leave need not be consecutive.

d. If an employee's need for leave is foreseeable, the employee shall provide the College with reasonable prior notice of the requested leave.

e. The College also may require certification or reasonable verification to substantiate the health condition of the sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave.

f. Employees with ten (10) or more years of service shall be permitted three weeks of leave with pay, without loss of seniority or benefits, to care for an elderly parent who is critically ill or suffers an acute illness during their employment. Employees with eight (8) or more years of service, but less than ten (10) years shall be permitted two (2) weeks of leave with pay for the same purpose. Employees with five (5) or more years of service but less than eight (8) years shall be permitted one week of leave with pay for the same purpose. If an employee's need for leave is foreseeable, the employee shall provide the College

with reasonable prior notice of the requested leave. The College also may require certification or reasonable verification to substantiate the health condition of the parent.

18.7. Unpaid Leave to Care for a Relative or Domestic Partner

a. Employees shall be permitted up to sixteen (16) weeks per calendar year of leave without pay, but without loss of seniority or benefits, to care for a sick relative for whom the employee will be one of the primary caregivers, or to care for a person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship.

b. This leave need not be consecutive. If an employee's need for leave is reasonably foreseeable, the employee shall provide the College with reasonable prior notice of the requested leave.

c. A longer period of time may be granted by the College but it shall be within the sole discretion of the College.

d. Any employee claiming leave under this section must, on request of the College, supply a certificate from the attending physician that the relative or domestic partner is physically disabled and the relative or domestic partner may be required to be examined by a doctor chosen by the College. If the two doctors are in disagreement they shall choose a third doctor, whose determination shall be binding.

18.8. Each employee shall receive 2 hours off without reduction in pay to vote on Election Day.

18.9. Employees shall receive necessary time off without reduction in pay in the event of death in the immediate family or of a person with whom the employee immediately beforehand maintained a committed relationship. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.

18.10. Employees who donate blood will be allowed a maximum paid leave of one-half ($\frac{1}{2}$) day.

18.11. With the prior approval of the President, College staff may participate at the College's expense in professional development conferences, seminars, and academic programs.

18.12. Except as otherwise provided herein, authorized leaves under paragraphs 18.2 through 18.11 of this Article 18 shall not constitute a break in continuity of service and shall be considered as service time for all rights under this Agreement.

18.13. Temporary Replacement for Employee on Leave

a. When the College deems it necessary to employ full-time or part-time personnel as a temporary replacement for someone within the unit on sick leave, vacation leave, jury duty, pregnancy leave beyond normal sick leave, military reserve training leave, compassionate leave, leaves described in this Article 18, the replacement will receive at least 75% of the starting rate for the position being filled.

b. The College agrees to meet and consult with the Guild regarding the use of temporary replacements beyond a six-month period.

c. When the temporary vacancy is filled by personnel covered by another collective bargaining agreement, the compensation will be at least 10% above the replacement's present salary and at least 75% of the starting rate for the position being filled.

Article 19 - Classification and Salary Schedule

19.1. The salary schedules applicable to the positions within the unit are set forth in Appendix A.

19.2. Any unit employee in the IT Network Support classification shall receive an "on call" differential of \$1,750.00 per year as follows. To be eligible to receive the "on call" differential, the employee shall be available on call on evenings and weekends, and shall carry a cell phone or pager if requested to do so by the College. The College shall bear all costs associated with such request.

19.3. Anniversary Review

a. The College agrees to meet with each non-Faculty Guild unit member on his/her anniversary date to review current job performance, possibilities/opportunities for increased responsibilities, and possible enhanced professional development.

b. The College will inform each employee that, if requested by the employee, a representative of the Guild may participate in these meetings.

19.4. Employees who are promoted from one classification to a higher classification will be given sufficient credit to place them in their new classification, one step higher than their current rate, after which they will serve the required time within each step.

19.5. Employees shall move to the next higher step within classification on each appropriate anniversary until they reach the maximum for the classification as set forth in the schedule above.

19.6. There shall be no reduction in wages during the term of this contract.

19.7. Cost-of-living increases given by the AFL-CIO to its Guild-represented employees under their existing contract will be given to this unit in corresponding percentages.

19.8. Direct deposit of salaries shall be arranged for Guild unit members who request it.

19.9. The classifications Librarian III, Librarian II, Librarian I, Staff Associate/Librarian, and Senior Staff Associate/Librarian shall remain in effect. These classifications shall parallel the Archivist classifications.

Article 20 – Expenses

20.1. The College's present policy concerning the payment of all legitimate expenses incurred by employees in the service of the College shall apply.

20.2. Per Diem

a. The per diem will be \$45 for work assignments conducted in U.S. cities.

b. The per diem for non-U.S. destinations will be determined prior to each trip, but in no case will be less than \$45.

20.3. For travel associated with off-campus College-sponsored programs that involve American plan accommodations, the daily per diem will be adjusted according to the following schedule:

If the following meal is provided (reduce per diem by):

- breakfast \$5.00
- lunch \$10.00
- dinner \$15.00

Article 21 – General

21.1. The College shall establish and administer at no cost to employees a Dependent Care Reimbursement Account plan pursuant to Section 129(a) of the Internal Revenue Code.

21.2. The College and Guild will discuss establishing a formal Employee Assistance Program providing for confidential short-term counseling on the full range of personal problems.

21.3. Any economic benefit negotiated between the College and OPEIU Local 2 during the term of this Agreement shall be extended to employees covered by this Agreement as well.

21.4. The College will make reasonable efforts to provide for a safe and healthful work environment, it will comply with safety and health regulations, and as it installs new equipment or replaces existing equipment or workstations, the College will provide ergonomic workstations. The College and the Guild agree to jointly survey the bargaining unit within the six months following ratification of this Agreement to determine safety and health concerns of employees. The parties will utilize the existing joint labor management committee process to seek resolutions to concerns raised.

Article 22 - Retrenchment

22.1. The administration of the College is committed to the implementation of a strategic planning and budgeting process that includes full Faculty participation. The administration of the College shall meet with the Faculty twice yearly to review the status of the current budget and projections for the next fiscal year. The administration shall provide a copy of the budget and additional detailed information sufficient to enable Faculty members to make informed recommendations regarding the operations of the College, including recruitment, staffing, increasing revenue sources, and decreasing expenditures.

22.2. Faculty Identification of Functions

The administration of the College shall notify the Faculty as soon as it determines that substantial reductions in functions are likely to be necessary and the following actions shall be taken:

- a. The Faculty will meet and identify functions to eliminate or reduce, taking into consideration among other relevant factors, enrollments and known needs of affiliates, curriculum objectives and expertise of tenured Faculty. The Faculty shall have the right to request an immediate review of the status of the current budget and

projections if no such review has taken place within the prior six (6) months.

b. The Faculty will notify the administration of the College in writing of its recommendations no later than four (4) weeks after the notice to the Faculty.

c. The administration of the College will review the Faculty's recommendations, and within two (2) weeks will either notify the Faculty in writing of the acceptance of the recommendations, or submit a written modification of them with an explanation for further Faculty consideration.

d. In the event the administration of the College submits a written modification, the Faculty will review the proposed modifications and make final recommendations to the administration of the College within two (2) weeks.

22.3. Whenever possible the foregoing Faculty review shall be commenced before formal notification of layoffs is made to the Guild. In the event Faculty review is not commenced or completed until after formal notification to the Guild, the review process shall not be permitted to extend beyond the minimum period of bargaining with the union.

22.4. Notice and bargaining with the union

a. The administration of the College shall make every good faith effort to provide advance notification to the Guild as soon as it is determined that there is a likelihood of the need for layoffs. In any event the administration of the College shall formally notify the Guild a minimum of twelve (12) weeks prior to the issuance of any notice of layoff affecting Guild members. The notification may or may not include specific functions proposed for reduction or elimination.

b. An immediate hiring freeze for all Guild positions with the College shall be put in effect. During the period of the freeze the College shall not, without the written consent of the Guild, hire any additional consultants or outside contractors for bargaining unit work.

c. Contemporaneously with the notice of layoff, the College shall provide to the Guild a statement of the reasons for the layoffs; the contemplated cutbacks, if known; any reasonable alternatives to layoffs being considered; an updated list of contractors under Article 4.3; the College's most recent updated statement of current

and projected revenue and operating expenses, and any other information the Guild is entitled to in the exercise of its bargaining rights.

d. The College agrees to discuss alternatives to layoffs with the Guild and to meet and bargain with the Guild on the effects of any layoffs, including but not limited to ways to minimize the need for layoffs through incentives for voluntary separations and voluntary reductions to part time employment, and the application of Article 22.6 below. In discussing alternatives to layoffs with the College, the Guild will attempt to avoid unnecessary duplication with discussions between Faculty and the College.

22.5. The President of the College shall have the sole authority to make a final decision as to which functions to eliminate or reduce. The decision to eliminate or reduce certain functions shall not be subject to the grievance procedure described in Article 6.

22.6. Order of layoffs – Non-Faculty

a. When functions are eliminated or reduced affecting bargaining unit positions that are not Faculty appointments, librarians or archivists, all outside contractors and consultants performing these functions shall be terminated prior to the laying off of any bargaining unit members.

b. In the event that layoffs of bargaining unit members are necessary, all fixed term employees performing these functions shall be laid off before any permanent employees are laid off.

c. Permanent employees shall be laid off by inverse order of seniority among those Guild members within the relevant specialist classification.

22.7. Order of layoffs – Faculty

When functions are eliminated affecting bargaining unit positions that are Faculty appointments, librarians, or archivists the following protocol shall be observed with respect to layoffs:

a. The College shall terminate the services of all adjuncts and outside consultants and contractors prior to laying off any bargaining unit members except where these services are necessary to fulfill an ongoing function of the College and no bargaining unit member possesses the requisite credentials and qualifications to perform these services without additional training

and within a reasonable period of preparation time that does not interfere with the scheduled delivery of services.

b. Employees with fixed term and non-tenured positions must be laid off before any tenured employee can be laid off, provided the tenured employees possess the requisite credentials and qualifications to assume responsibilities of the remaining functions without additional training and within a reasonable period of preparation time that does not interfere with the scheduled delivery of services. Within fixed term and non-tenured categories, layoffs shall be by inverse order of seniority, provided that more senior employees possess the requisite credentials and qualifications to assume responsibilities of the remaining functions without additional training and within a reasonable period of preparation time that does not interfere with the scheduled delivery of services.

c. Tenured employees shall be laid off by inverse order of seniority provided that more senior employees possess the requisite credentials and qualifications to assume responsibilities of the remaining functions without additional training and within a reasonable period of preparation time that does not interfere with the scheduled delivery of services.

d. In the event of layoffs, administration members may continue to teach classes they have previously taught. However, no member of the administration may replace the work of laid off employees by increasing the proportion of teaching or other academic services that they normally perform.

22.8. Notice to affected individuals and severance benefits

a. In the event of layoffs, the College shall provide eight (8) weeks notice, or salary in lieu of such notice, to the affected employees.

b. Laid-off employees with six (6) months or more of service shall receive severance pay at the rate of two (2) weeks pay for each year of service or major fraction thereof, except that in no case shall any employee with six (6) months or more of service receive less than eight (8) weeks of severance pay.

c. In addition to severance, affected employees shall be paid for all accrued vacation, including banked vacation days, and compensatory leave.

d. Exclusive of COBRA rights, affected employees shall be covered for full health and welfare benefits for a period of one

month for each year of service or major fraction thereof, up to a maximum of nine (9) months, but with a minimum of six (6) months.

e. Consistent with the terms of its health plan, the employer shall take all possible steps to facilitate and maintain any and all rights that may exist under the plan for employees to extend their group membership on the termination of COBRA rights, and to convert their group membership to individual policies.

f. Employees who are pursuing a course of study pursuant to Article 28.2.6 and who are laid off before completing the course of study shall be reimbursed for any individual classes they registered for prior to receiving notice of layoff, provided that they otherwise fulfill the requirements for reimbursement under Article 28.2.6.

22.9. Recall Rights

a. Laid off employees shall be placed on a recall list for three (3) years. Time spent on a recall list by a laid off employee shall not constitute a break in continuity of service and seniority. (No pension credits will be earned during a lay off period.)

b. During this period, laid off employees

- i. shall be offered the first opportunity for any adjunct employment for which they possess the requisite credentials and qualifications; and
- ii. shall be offered any vacant positions for which they possess the requisite credentials and qualifications to fill, prior to posting the position for outside applicants.

c. Notices of all bargaining unit vacancies, and a semi-annual list of adjunct positions, shall be sent to laid off employees by certified mail to the last address the employee has provided to the College. Written notice shall also be sent to the Guild.

d. Recall rights for a particular position shall be relinquished if the employee does not:

- i. claim the position within two weeks of receipt of the notice by certified mail;
- ii. accept any position offered within two (2) weeks after receipt of the offer by certified mail.

e. When applying for positions under this section, when two laid off employees possess the requisite credentials and qualifications,

seniority shall be the deciding factor in the College's selection between the two.

Article 23 - Academic Freedom

23.1. It is the policy of the College to maintain and encourage full freedom, within the law; of inquiry; teaching; research; publication; provision of professional services related to the mission and activities of the College to students and scholars; and public speech. In the exercise of this freedom, Faculty members may provide all relevant and appropriate student services, related to the mission and activities of the College and may without limitation, discuss their own subject both in the classroom and while engaged in the professional pursuit of their discipline. All College Faculty Members are entitled to freedom in the classroom in discussing their subject, but they should be careful not to persistently introduce into their teaching controversial matter that has no relation to their subject.

23.2. The principle of academic freedom shall be accompanied by a corresponding principle of responsibility toward the College and its intellectual objectives, and to reasonable exercise of critical thought within the Faculty member's discipline of instruction or professional service.

23.3. In their extramural activities or utterances, Faculty have the same freedoms and privileges as protected by law for all citizens generally. Remembering that the public may judge their profession and their institution by their utterances, in their extramural utterances, Faculty should be careful to indicate that they are not institutional spokespersons, and that their point of view does not represent official policy of the College.

Article 24 - Respect and Dignity

24.1. The College and the Guild agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the NLC with respect and dignity.

Article 25 - Labor Studies Faculty Governance

25.1. Responsibility and Authority for Academic Policies, Programs and Procedures

25.1.1 To the extent not inconsistent with the statutory duty to bargain or the provisions of this Agreement, the President, Provost, and Board of Trustees have final authority over academic policies, programs, and procedures of the National Labor College.

25.1.2 The Resident Labor Studies Faculty (the "Faculty") is uniquely qualified to participate in the governance of the National

Labor College, both because of its subject matter expertise and because of its intimate familiarity with the needs of students and the operations of the College. The unique qualifications of the Labor Studies Faculty are especially recognized in the Faculty's primary responsibility for reviewing and formulating academic policies, procedures, and programs of the College in the discipline of Labor Studies.

25.1.3 The Resident Labor Studies Faculty (the "Faculty") shall be open to all Labor Studies Faculty members, including the Library, Archives and Educational Design Unit,. The Faculty shall also include fixed term and grant fixed term Faculty and all members of the College administration who hold Faculty appointments to the College whether or not such administrators teach scheduled courses offered by the College. The Faculty shall not include adjunct instructors; however, adjunct instructors will be allowed to participate in Faculty governance activities at the invitation of the Guild represented Faculty provided their participation is cost neutral to the college.

25.1.4 The President, Provost, and Faculty each have responsibility, within their respective spheres of activity, for initiating and proposing revisions to policies, procedures, and programs. The Faculty has a particular responsibility to carefully weigh and consider all initiatives and recommendations from the College. While all considered recommendations of the Labor Studies Faculty shall be studied and respected by the College Administration, the College's Board of Trustees, the President and Provost shall not be bound by any recommendation that is made by the Labor Studies Faculty or by any Committee of the Labor Studies Faculty.

25.1.5 A decision made by the College not to implement a recommendation made by the Faculty or Faculty Senate under this Article may not be grieved or arbitrated, except to the extent that a decision is inconsistent with an express provision of this Agreement or jointly adopted procedure. No decision made through the governance procedure that is about or affects a term or condition of employment shall be implemented without notice to and, where appropriate, bargaining with the Guild.

25.1.6 In the event the College hires additional new disciplines to create new departments, Faculty governance shall be fashioned and implemented as described herein for the Labor Studies Faculty (including the Library and Archives and EDU). The College shall notify the Guild promptly at the time additional disciplines are recognized by the College and/or the Board of Trustees. Guild unit

members in departments not yet in existence or that come about through reorganization of faculties shall be covered by these provisions, as amended, following notice and appropriate bargaining, where necessary, with the Guild.

25.1.7 Notwithstanding Section 25.1.6, for the term of the present contract, without precedent or prejudice for the future, governance matters concerning the Bachelors in Technical and Professional Studies shall be dealt with through the Labor Studies Governance Structure established in this article, and permanent Faculty hired to work in the BTPS program shall be allowed full participation within this structure.

25.2. How Faculty Governance is Exercised; Specific Areas of Primary and Secondary Responsibility

25.2.1 The Labor Studies Faculty exercises its responsibility for formulating academic policy in the area of its discipline through Faculty Governance Meetings, through meetings of the Faculty Senate, and through the standing and ad-hoc committees and sub-committees of these bodies.

25.2.2 Standing committees at the level of both Faculty Governance Meetings and the Faculty Senate shall be (1) Curriculum, (2) Academic Standards, and (3) Facilities and Student Affairs. All standing committees shall include both members of the Faculty who are in the Guild unit, and members of the Faculty who are members of the College Administration.

25.2.3 The Faculty acts in the first instance on curriculum, academic policies, and procedures, of the College in the area of its Labor Studies discipline through Faculty Governance Meetings. Through the Faculty Senate, the Faculty acts on the formulation and application of College-wide academic standards and policies, including academic priorities, new degree programs, resource allocation, alternative educational programs and instructional sites, application of the principles of academic freedom and rules on tolerance and equal employment opportunity, and strategic planning.

25.2.4 The Faculty may express its views on any matter. Faculty recommendations concerning the formulation and application of academic policies and procedures in the Faculty's Labor Studies discipline are to be given great weight. Recommendations within the Faculty's Labor Studies discipline and area of primary

responsibility should be accepted and implemented unless there are compelling reasons not to do so.

25.2.5 Provided they are within the Labor Studies Faculty's area of discipline, matters within the Faculty's primary area of responsibility include:

- Development, design and approval of programs of study, including degree and non-degree, on-campus, and off-campus programs of the College;
- Development, design, and approval of curricula for existing programs of study and degree programs of the College;
- Education policy, including times, places, and manners of instruction, such as distance learning, off site programs, affiliate programs, and the use of internet technologies;
- Articulation agreements and other relationships with other institutions and programs of higher education;
- Student advisement, mentoring and student assistantships
- Academic calendar;
- Teaching assignments of adjunct and resident Faculty;
- Academic standards, including admission, academic honors and degree requirements;
- Teaching and scholarship standards;
- Academic equivalency credits awarded to participants; and,
- Announcement and filling of Faculty positions.

25.2.6 Matters within the Faculty's area of secondary responsibility are:

- Review of adequacy of teaching facilities and student resources;
- Academic and Admissions standards and policies;
- New Academic programs;
- Policy on resource allocation;
- Application of the policy on Academic Freedom;
- Application of rules on tolerance and equal employment opportunity;
- Alternative Educational programs and sites;
- Strategic Planning;
- Hiring of a Provost, President, and other key administration officials; and,
- Review of communication with external agencies.

25.2.7 The College will review all recommendations made by the Faculty through Faculty Governance Meetings or through the Faculty Senate. As soon as possible after receiving the recommendation, the President or Provost will tell the Faculty what the anticipated time frame will be for a decision and may request a

clarification of the recommendation in writing.

25.2.8 Decisions by the College not to implement or to substantially revise recommendations within the Faculty's area of primary responsibility are to be conveyed in writing in a timely manner. The written notice should be detailed enough to explain why the recommendation was not adopted, and wherever possible, shall be provided within two weeks of any decision to reject or modify a Faculty proposal. At a minimum, the notice shall be provided before the College takes any alternative course of action. Recommendations of the Faculty at the Faculty Governance Meeting level that are rejected by the Administration may be presented to the Faculty Senate for review. Recommendations of the Faculty Senate that are rejected by the Administration may be presented to the Board of Directors by the Faculty Chair of the Faculty Senate.

25.3. Faculty Governance Meetings and Committees

25.3.1 Faculty Governance Meetings shall be held once a month. All Labor Studies Faculty as defined in § 25.1.3. of this Agreement shall be entitled to and shall be permitted to participate. When it meets in regular session, the Faculty shall act as a committee of the whole, giving each member of the Labor Studies Faculty (including Administrators) an equal voice and vote in all matters that may be considered by it.

25.3.2 Faculty governance meetings of the Labor Studies Faculty shall be co-chaired by the College's Provost and a Guild represented Faculty member selected by the Guild represented Faculty. The Guild represented Faculty shall also appoint a secretary who is a member of the Guild bargaining unit to keep its minutes, as the members of the unit may find appropriate.

25.3.2.1 The Guild Co-chair must have been an active participant in at least one governance committee for a minimum of one year prior to selection, and must be committed to the well being of the College and Faculty as a whole as well as to the successful operation of the Faculty governance structure. The Guild Co-chair shall serve a two-year term and will be responsible for working collaboratively with the Provost to ensure the timely establishment of Faculty committees and to facilitate regular reporting and discussion of committee work in Faculty meetings.

25.3.3 The Provost and Guild Co-chair shall be responsible for receiving agenda items and coordinating dates and times for meetings. Disagreements over agenda items are to be decided in favor of inclusion. Disagreements over dates are to be decided in favor of dates most likely to facilitate a quorum and the attendance of members of the entire Faculty as defined in § 25.1.3. of this Agreement who may have special information concerning, or who may be particularly affected by, agenda items, while still permitting the timely conduct of business.

25.3.4 Regular Faculty Governance Meetings shall be scheduled at least one month in advance, and may be scheduled up to a year in advance. The Provost and Guild Co-chair may call additional meetings when necessary to conduct business, and shall call additional meetings when requested by the Faculty.

25.3.5 Agendas shall be provided in e-mail (at least one day in advance) and hard copy (at the meeting on the day of the meeting) to all Faculty members as defined in § 25.1.3. of this Agreement at least one day in advance of scheduled meetings. Requests to place an item on the agenda may be submitted by any Faculty member at any time until the agenda is distributed. Requests to add agenda items may also be made at meetings, but may be deferred by the Faculty to another meeting if there is insufficient time to reach a new item or if additional notice is needed for adequate consideration. Prior to each meeting, any Faculty member may submit a written request to the College for information that is relevant and reasonably related to the Faculty's responsibilities under this Article. The Administration shall provide all information that is reasonably available provided the information is not repetitious or burdensome. If the Administration has questions or concerns about the information request, the Provost shall meet with the Faculty to discuss them. The Faculty shall be entitled to ask for clarification of any information provided.

25.3.6 In addition to any information requests from the Faculty, at each meeting the President or Provost shall provide the Faculty with an update of new and ongoing academic initiatives within the Faculty's primary and secondary areas of responsibility, including proposed programs, positions, teaching assignments, curriculum changes, schedule changes, and changes to academic policies and standards. The update may be in narrative form or outline form or a combination of the two, as long as the update is sufficient, in conjunction with any oral presentations made at Faculty meetings, to enable the Faculty to carry out its responsibility of review and formulation of academic policies and programs. The Faculty may

request clarification of any part of the update, and to the extent the requested information is reasonably available, it will be provided. A written update will be distributed by the Provost at least quarterly.

25.3.7 The Faculty may establish committees and sub-committees of standing committees as necessary. Committees and subcommittees shall be chaired by a Guild Faculty member. Such committees shall be filled by volunteers for appointment to the committees. In the event that there are insufficient volunteers, the Provost and the Guild Co-chair, in consultation with the Faculty, may appoint committee members. Each committee shall have a minimum of three members, and at least two of whom shall be members of the Guild bargaining unit. Whenever possible, the ratio of Faculty to Administration members, including the committee chair, shall be no less than three to two.

25.3.8 Each person on a committee, whether Faculty or Administration, is entitled to an equal vote on all actions and formal recommendations of the committee.

25.3.9 Committees of the Faculty may not take action on their own, but must report back to the full Faculty Meeting with their findings or recommendations for final action.

25.3.10 Faculty recommendations and decisions, including appointments to standing committees where the number of volunteers is insufficient, and the establishment of and membership on ad-hoc committees and subcommittees, may be made by consensus, but formal votes may be sought on any matter by any Faculty member. When votes are taken, each Faculty member as defined in § 25.1.3. of this Agreement shall be entitled to one vote.

25.3.11 A quorum for Faculty Meetings shall be the attendance of more than half the Faculty, as defined in § 25.1.3. of this Agreement including more than half of the Faculty who are Guild Unit Members. No proxy votes shall be permitted, provided, however, in the event of an important question a vote may be cast on an agreed question by mail or e-mail ballot if the Faculty member is unable to attend.

25.3.12 The President of the College, the Provost, and all Deputy Provosts shall have Faculty appointments automatically.

25.3.13 The College may offer Faculty appointments to other members of the administration who are possessed of outstanding academic credentials comparable to those held by the tenured Faculty and

extraordinary experience that would potentially enrich the College's academic program.

25.3.14 The Provost shall notify the Guild Co-chair of the Faculty in writing of members of the administration seeking non-automatic Faculty appointments. The Provost and the Guild Co-chair shall appoint a committee to review the request for Faculty appointment. The committee shall review all relevant background material and meet with the administrator, if necessary, to determine if the individual meets the customary high standards for appointment to the College Faculty.

25.3.15 Within ninety (90) days of the notification to the Guild Co-chair the committee shall make a formal recommendation to the President of the College as to whether or not to grant the administrator a Faculty appointment.

25.3.16 The President shall make the final decision as to whether or not to grant the Faculty appointment, subject to review and approval by the Board of Trustees. If the President decides to reject the recommendation of the committee regarding a Faculty appointment she shall meet personally with the committee and explain the reasons for such a decision.

25.3.17 Searches for President and Provosts

The Chair of the Faculty Senate and the Guild Co-chair of the Faculty shall be participants ex officio in any search process to fill the positions of President, Provost, or any Deputy Provost. In the event that both positions are held by the same person, the Guild-represented Faculty may appoint an alternate participant. At a minimum said participation shall include involvement in (a) drafting the position announcement that contains a description of the minimum qualifications for the position and the subject matters in which preferable candidates are to have substantial experience; (b) setting an appropriate time frame for posting the position; (c) deciding the locations and publications where the position will be announced; and (d) determining a schedule and procedure for screening resumes and interviewing applicants; and (e) making recommendations to the individual or individuals who are responsible for the hiring decisions. They shall not have voting participation in the event of formal votes during the search process, but they shall have an opportunity to present their own recommendations directly to the individual or individuals responsible for the hiring decisions.

25.4. Faculty Senate and Faculty Senate Committees

25.4.1 There shall be a representative body to be known as the Faculty Senate. The Faculty Senate shall exist separate and apart

from the Labor Studies Faculty Governance Body, and from any other Faculty subsequently recognized by the College, including a Technical and Professional Studies Faculty. The Faculty Senate shall meet semi-annually at regular dates, unless the Faculty members as defined in § 25.1.3. of this Agreement decide through formal vote at a Faculty Meeting that only one meeting of the Senate is necessary. If additional meetings are necessary to allow the Senate to fulfill its function of reviewing new programs and university wide policies and standards, the Faculty Senate shall meet up to four times a year.

25.4.2 Meetings of the Faculty Senate shall be conducted according to Roberts Rules of Order. Where there is a conflict between Roberts Rules of Order and this Agreement, this Agreement prevails.

25.4.3 The Faculty Senate shall be composed of the following:

- The Chair, to be selected by the Guild-represented Faculty;
- Two (2) administration members, to be selected by the provost;
- Five (5) members of the Faculty, to be selected by a secret ballot of all the Guild-represented Faculty. The five (5) members shall include at least one representative from each of the following groups:
 - The Instructional Faculty;
 - Library and Archives;
 - Educational Design.
- One (1) adjunct instructor, to be selected by the Guild-represented Faculty from a list of at least five (5) submitted by the Provost;
- One (1) student, to be selected by the Student Union association;
- One (1) alumnus, to be selected by the Alumni Association;
- Two (2) representatives from among the academic and affiliate partners of the College, to be selected by the Executive Committee of the Board of Trustees.

25.4.4 The Chair of the Faculty-Senate (Senate Chair or Chair) shall be elected by the Guild represented Faculty from the Labor Studies Faculty.

25.4.5 There shall be two Vice-chairs of the Senate. One Vice-chair shall be elected by the body of the Senate. The second Vice-chair shall be a member of the administration chosen by the administration. The term of the Vice-chair elected by the Senate

shall be one year.

25.4.6 The Faculty Senate Chair and Vice-chairs shall jointly determine meeting dates and agendas, and shall appoint a recording secretary from among the Faculty members present at each meeting. Copies of the recording secretary's notes shall be maintained by the Chair and Vice-chairs. At the beginning of each year, the Chair and Vice-chairs shall also appoint a parliamentarian from the Guild represented Faculty. If the parliamentarian is unable to attend a meeting, a parliamentarian shall be appointed from among Faculty members present.

Disagreements over agenda items shall be decided in favor of inclusion. Disagreement over dates shall be decided in favor of the date that facilitates the greatest attendance. Disagreements over whether a meeting is to be called shall be decided on the basis of whether there is business that must be conducted before the next regularly scheduled meeting of the Senate.

25.4.7 Regular meetings of the Faculty Senate shall be scheduled at least four weeks in advance, and may be scheduled a year in advance. Notice of meetings shall be sent to members in both e-mail and hard copy form. The effective date of the notice shall be the date the e-mail notice is sent.

25.4.8 Agendas shall be sent to all members of the Senate in e-mail and in hard copy form no less than two weeks prior to a meeting. Requests to place items on the agenda may be made in writing to the Senate Chair, with copies to the Vice-chairs, until three weeks prior to a meeting. Requests may be made at a meeting to add agenda items, but may be postponed by the Chair if necessary information is not available. The effective date of the notice shall be the date the e-mail notice is sent.

25.4.9 Prior to a meeting, the Faculty Senate Chair may make a written request to the College for any information relevant and necessary to the topics that are on the agenda for the upcoming meeting. The request shall be as specific as possible. The College shall respond with all such information reasonably available and relevant to provide an informative response to the request. The Faculty Senate Chair shall be entitled to ask for clarification of any information provided.

25.4.10 The President shall appear before the Senate once each year to present a statement on the status of the National Labor College and its proposed future priorities and programs.

25.4.11 The membership of the of standing committees of the Faculty Senate shall be the same as the membership of the standing committees of the Faculty, except that the Senate Chair and Co-chairs shall, with the approval of the Faculty Senate, appoint any additional members who may be needed to ensure adequate expertise and representation of affected parts of the community.

25.4.12 The Senate through the Senate Chair may establish such additional committees as it deems necessary. All committees shall be chaired by a Guild represented Faculty member, and shall include members of both the Guild represented Faculty and the Administration as well as outside members of the Senate.

25.4.13 Committee chairs may request such information of the College as is necessary to complete the committee's work. Other than making requests for information, committees may not take direct action but must report findings and recommendations back to the Senate for action.

25.4.14 Committees may not take final action, but shall make recommendations to the Senate in the form of resolutions that may be adopted, rejected, or modified. All resolutions shall be accompanied by a written statement of support, as well any statements of dissenting committee members.

25.4.15 All decisions of the Senate, including establishment of committees, shall be made by formal vote. A quorum for Senate meetings shall be the attendance of fifty plus one percent of the bargaining unit Faculty representatives, and fifty plus one percent of the remaining members of the Senate.

25.4.16 Whenever it is expected that the work product of committees must be reviewed and acted on by the Senate before another Senate meeting can be called, the Senate shall authorize alternative procedures for voting. These procedures may not include procedures for proxy voting but may include procedures for mailed, telephonic or electronic communication and voting.

25.4.17 Distance Education Committee

- (a) No later than July 1, 2005, a Distance Education Committee will be established to review and make recommendations on matters related to the BTPS program in particular and distance education generally. The committee will meet at least monthly and will be composed of all members of the Faculty who are

working on the BTPS, two additional members of the Guild represented who are actively engaged in distance education, the Provost, and the Deputy Provost for BTPS. The Guild unit chair may attend meetings of the committee.

25.4.18 The Distance Education Committee will be responsible for reviewing and making recommendations to the Faculty on all matters relating to distance education. Prior to making any recommendations to the Faculty as a whole, the committee will meet with the Guild unit chair for a determination of whether the recommendations of the committee will be considered by the Faculty for adoption or referred for bargaining.

25.4.19 The Distance Education Committee will review and make recommendations on the following subjects on an ongoing basis:

- Faculty training related to Distance Education
- Special issues in Curriculum Committee review of distance classes and teaching effectiveness of distance education instructors and adjuncts
- Faculty control of the design and re- use of distance learning course materials
- Intellectual property issues
- Workload issues in the design, teaching (including class sizes), student assessment, and revision of distance courses
- Technology, resources, and support services
- Student services related to technology
- Creation of permanent positions for BTPS Faculty

25.4.20 Notwithstanding its ongoing review of distance education issues, the Distance Education Committee will report findings and recommendations concerning the creation of permanent positions for BTPS Faculty as well evaluation of Faculty members and adjuncts who teach distance education classes to the Faculty no later than July 1, 2006. At a minimum, the report will include recommendations on: (1) how often BTPS adjunct teaching will be reviewed; (2) the information that will be required for the review; (3) criteria for successful work; (4) the creation of permanent BTPS positions and standards for regular BTPS adjunct employment; and (5) composition of the committee that reviews BTPS Faculty and adjuncts.

Article 26 – Tenure and Peer Review

26.1. Faculty Ranks and Pay Classifications

26.1.1 Titles for instructional Faculty are as follows:

- (a) Tenured instructional Faculty shall have the title of Professor, except that any Faculty newly hired after the execution of this Agreement may be title either Professor or Associate Professor, and shall have the following qualifications:
 - i. A minimum of two (2) years teaching at the College;
 - ii. Excellence in teaching;
 - iii. Excellence in service within the College and the broader labor community;
 - iv. Excellence in professional activities appropriate to their specialty, including but not limited to research (theoretical or applied), publications, and other creative activities;
 - v. A terminal degree, except in extraordinary circumstances where the candidate has extensive teaching and professional experience.

- (b) Tenure-track instructional Faculty shall have the title of Associate Professor, if a member of the core Labor Studies Faculty. They shall have the title of either Associate Professor or Assistant Professor if not a member of the core Labor Studies Faculty. Tenure track Faculty shall possess sufficient professional experience and academic qualifications to indicate the likelihood of achieving the rank of Professor within the tenure time-line.

- (c) The pay classification for Professors and Associate Professors shall be the same as the classification of Senior Staff Associate in the preceding contract. The pay classification for Assistant Professors shall be the same as the pay classification of Staff Associate in the preceding contract.

26.1.2 Non-instructional Faculty

- (a) Tenured non-instructional Faculty shall have the title of Professor and shall have the following qualifications:

- i. A minimum of two (2) years with primary duties covering library, archival, or record management functions at the College;
 - ii. Excellence in his or her area of assigned responsibility and participation in the collaborative endeavors of the library/archives within the mission of the College;
 - iii. Excellence in service within the College and the broader labor community;
 - iv. Excellence in professional activities appropriate to his or her specialty, including but not limited to research (theoretical or applied), publications, and other creative activities;
 - v. A graduate degree in the field of librarianship, archives, or information management.
- (b) Tenure-track non-instructional Faculty shall have the title of either Archivist or Librarian, depending upon their area of specialization, and shall have sufficient professional experience and academic qualifications to indicate the likelihood of achieving the rank of Professor within the tenure time-line.
- (c) All current non-instructional Faculty who are granted tenure by expedited process shall remain in their current pay classifications without prejudice to their rights to seek an appropriate upgrade.

26.2. Time-line for applying for tenure

The normal timeline for applying for tenure shall be two (2) years, but may be extended or shortened as follows:

26.2.1 Before a candidate is hired

- (a) In extraordinary circumstances, the College or the Faculty may propose an application time-line longer than or shorter than two years.
- (b) Any such proposal must be approved by both the College and the Faculty.

26.2.2 After a candidate is hired

- (a) Candidates may request, and the Faculty may recommend an extension of the application timeline for good reason. In the case of timelines longer than two years, the Faculty may recommend an acceleration of the application timeline if it appears the candidate has met or exceeded all qualifications.

26.3. Peer Review

26.3.1 Frequency and Schedule

- (a) Each Faculty member shall undergo regular peer review. For the first four years of a Faculty member's employment, peer review shall be done annually (Annual Peer Review). After the first four years, peer review shall be every other year (periodic peer review), except as stated below in section (c).
- (b) Periodic Peer Review shall be staggered, so that half the Faculty is reviewed each year. In establishing which half of the Faculty will be reviewed in a particular year, care will be taken to ensure that reviews are staggered within the sub-groupings of librarians, archivists, and instructional Faculty.
- (c) Notwithstanding sections (a) and (b) above, during the current contract term, only one review of each tenured Faculty member will be performed. The review shall be limited to examination of teaching evaluations and course materials and Faculty members shall be given a minimum of one-year notice prior to the review within one month of the signing of this contract.
- (d) Within sixty (60) days of the signing of this agreement, the Faculty, or other Peer Review Committee established under Section 26.3.2 below, shall establish a schedule for Periodic Peer Review during the current term of the contract. To the extent possible, the order of reviews shall be determined by Faculty volunteering, and if there are not sufficient volunteers, by a lottery. However, the final schedule shall insure that reviews are staggered so that no more than half of the Faculty is reviewed at the same time, and that all members of the same sub-group are not reviewed at the same time.
- (e) The review under subsection (c) may be extended to include the workload of instructional Faculty, but only if the Committee on Workload constituted under Article 13.3. reaches an agreement on recommendations, and the recommendations are adopted by the Faculty. Any review of workload under such provisional standards will be reviewed and analyzed by the Workload Committee and the results made available for future contract negotiations as specified in Article 13.3.

26.3.2 Non-punitive

Peer review shall be non-punitive and non-disciplinary.

26.3.3 Peer Review Committee

Unless another composition is recommended by the Ad-hoc Committee to Recommend Tenure and a Provisional Peer Review Process and adopted by the Faculty, the Peer Review Committee shall be composed of the Guild represented Faculty members not undergoing periodic review.

26.3.4 Review of Adjuncts

In addition to periodic peer review of permanent and tenure track Faculty, permanent Labor Studies Faculty shall have the right to review all adjunct employment and assignments. Permanent Labor Studies Faculty shall have priority over adjuncts in choice of classes, provided the needs of the curriculum are met and Faculty are qualified.

- (a) The Curriculum Committee will be responsible for reviewing adjunct employment and assignments and will have access to teaching evaluations, syllabi, and course materials to carry out this review.
 - i. The Curriculum Committee will receive a list of adjunct instructors three months in advance of each teaching assignment or degree week, or as soon as possible, when adjuncts are scheduled to teach.
 - ii. The Curriculum Committee will meet immediately with any interested Faculty members to review teaching evaluations and course materials.
 - iii. Based on this review, the Curriculum Committee will make a recommendation to the full Faculty to approve or disapprove the adjunct assignment. The Curriculum Committee may also recommend that the course be revised, eliminated, or taught by permanent Faculty.
 - iv. Adjuncts who are approved shall be placed on a roster of available adjuncts. The roster shall indicate the courses the adjunct is approved to teach, the date the adjunct was approved for teaching each course, and the dates the course has been taught by that adjunct.
 - v. Adjuncts who are not approved will not be used, and, provided the course is not eliminated, will be replaced as soon as possible, subject to the availability of other

approved adjuncts or permanent Faculty to teach the class.

- vi. Once placed on the approved roster for a particular class, adjunct performance will be re-reviewed every two years. However, the classes may still be cancelled or reassigned to permanent Faculty based on the needs of the curriculum and the need for Faculty development.
- (b) The Curriculum Committee, with the approval of the Faculty, shall also be responsible for ensuring that core classes are taught, to the extent possible, and consistent with Faculty needs for professional development, by permanent Faculty rather than adjuncts. Where necessary, it shall develop a method for rotating permanent Faculty through required courses.

26.3.5 Ad-hoc Committee to Recommend Guidelines for Tenure and a Provisional Peer Review Process

- (a) The Faculty shall constitute a committee to research and recommend to the full Faculty: (1) a process to be used during the current contract term for granting and withholding tenure; (2) a process to be negotiated during the next contract for peer review of tenure-track and tenured Faculty; (3) guidelines for professional development plans.
- (b) The committee shall be composed of four (4) Faculty members, at least two of whom must be from the Guild bargaining unit, and at least one (1) of whom must be an Administration member with a Faculty appointment.
- (c) The committee shall begin work within one (1) month after the contract is ratified, and must complete its work by July 1 2006, in the case of the peer review process.
- (d) The committee shall establish a time-line for it's work, including deadlines for the following:
 - i. Research of applicable models;
 - ii. Drafting of the committee's initial recommendation;
 - iii. Discussion of the recommendations by the Faculty;
 - iv. Additional research following Faculty discussion;
 - v. Final committee recommendation and Faculty discussion.

- (e) The peer review process recommended by the committee for tenured and tenure track Faculty must at a minimum provide for review of the following areas:
 - i. Service within the College, especially service on governance committees;
 - ii. Service outside of the College within the labor movement;
 - iii. Professional development, including original and applied research, writing, and other creative activities;
 - iv. Teaching, as evidenced by
 - 1. Student evaluations;
 - 2. Course materials and syllabi or course agenda;
 - 3. Workload, to the extent standards are developed and approved by the Faculty.

- (f) The peer review process shall also provide for input from the Faculty member being reviewed, a process for appeal and reconsideration of findings, and a process for remediation.

- (g) The tenure process recommended by the committee must at a minimum provide for the following:
 - i. A timeline for applying for and granting tenure;
 - ii. What documentation is acceptable for the tenure application;
 - iii. The composition and selection of the peer review committee;
 - iv. Procedures for the committee's tenure recommendations to the Faculty;
 - v. Procedures for Faculty approval or rejection of the committee's tenure recommendations;
 - vi. Procedure for approval or rejection by the President of the Faculty's recommendations;
 - vii. An appeals procedure an applicant for tenure may use when tenure is denied;
 - viii. Whether to include procedures for a remediation period or second tenure application, and what those procedures might be.

- (h) Any peer review or tenure process developed by the committee shall be the subject of the negotiations during the next contract, and shall be provisional until it is formally negotiated.

Article 27 – Professional Development

27.1. Professional Development

- a. Consistent with the needs of the curriculum, Faculty ability, background and required academic qualifications, permanent Faculty at their election shall have the first opportunity to explore and develop new teaching areas before the College hires additional or adjunct Faculty to be responsible for them. Faculty developing new teaching areas or classes and new areas of the curriculum shall be given adequate time for preparation.

27.2.1 Faculty shall submit professional development plans as part of annual and periodic peer reviews and may request resources from the College to facilitate and support these plans. Progress under these plans, including information about the resources made available or not made available by the College, shall be part of subsequent peer reviews. Non-Faculty may also submit professional development plans.

27.2.2 The College shall make every possible effort to support the professional development and growth of the College Faculty and staff. This commitment includes, but is not limited to (1) providing appropriate technical training; (2) facilitating unpaid professional development leaves where the purpose of the leave supports both the development of the Faculty member or staff and the curriculum of the college; (3) adjustment of workload, and (4) appropriate use of adjunct Faculty to facilitate projects or specialization of tenured Faculty that benefit the objectives of the curriculum and professional development of Faculty.

27.2.3 In general, in apportioning the resources available for professional development, the College, and under the College's Governance Structure, the Faculty, shall give particular consideration to (1) the needs of the curriculum; (2) professional development plans submitted by Faculty members; (3) the overall workload of the Faculty members requesting resources from the College and the relative ability of the Faculty members to pursue their goals without additional resources; and (4) equitable distribution of resources among Faculty members and staff.

27.2.4 Among other types of professional development leave, the College will consider an employee's request to take a professional development leave of up to six (6) months with benefits to attend a university or to engage in a field of study related to the employee's employment.

27.2.5 An employee who is pursuing a course of study related to work performed by the College, conducted by a recognized non-profit college or university or by an education institution accredited by nationally recognized agencies or associations, will be reimbursed for the costs of tuition and fees up to a maximum of \$2,500.00 per school year

(September-August) incidental to such course of study. The following requirements must be met in order for a bargaining unit employee to be eligible for reimbursement under this provision:

- (a) The course of study must be related to an employee's current work assignment or probable future work assignment. Certification of relevance to work must be obtained from the College prior to enrollment;
- (b) The course of study must be on the employee's own time, unless specifically approved by the College; and,
- (c) The employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher).

Article 28 - Inclement Weather Policy

28.1. In the event of inclement weather, the College shall follow the policy of Montgomery County Public School system regarding closing. The administration of the College shall make any decisions regarding early departure times based upon concern for the safety and welfare of College employees, students, and other patrons and the schedule of College activities on the George Meany Campus.

28.2. Even in the event of closing or early departure due to inclement weather, essential personnel may be required by the College to work. There are two categories of essential personnel: 1) Employees who are directly involved in efforts to respond to the inclement weather physical plant needs of the George Meany Campus; and 2) Employees who are directly involved in planned educational or conference service activities that are not cancelled despite the closing or early departure.

28.3. The College shall publish a list of employees in the first category of essential personnel. On each Friday of the year the College shall notify individual employees in the second category of essential personnel for the following week. In the event of reduced staffing the College will ensure that essential personnel have a reasonable opportunity for meal and personal breaks.

28.4. Employees in either category of essential personnel required to stay at work during extreme weather conditions shall be offered on-campus accommodations for room and board to the extent they are available. In the event on-campus accommodations are not available and essential personnel can not be transported home because of weather conditions, they will be provided hotel accommodations, including necessary transportation, and per diem.

Article 29 - Successorship

29.1. The employer agrees that if it sells, leases, transfers or assigns all or part of the operation covered by this agreement, it shall inform the purchaser, lessee, transferee or assignee of the exact terms of this agreement and shall attempt to have the purchaser, lessee, transferee or assignee assume all of the obligations of the agreement and accept the affected employees of the employer for the duration of this agreement.

Article 30 – Duration and Renewal

30.1. This agreement will take effect as of April 1, 2005, and remain in effect until March 31, 2008. During negotiations for the successor agreement, the terms and conditions of this agreement shall remain in effect. If such negotiations do not result in a new contract prior to April 1, 2008, the new agreement shall be made retroactive to April 1, 2008.

National Labor College

**Washington-Baltimore
Newspaper Guild**

Date

Date

Appendix A

Senior Staff Associate/ Communications Specialist		4/1/05	10/1/06
Start		82,764.12	83,764.12
1 year		85,564.67	86,564.67
2 year		88,690.42	89,690.42
3 year		91,957.36	92,957.36
7 year		94,706.77	95,706.77
10 year		96,304.94	97,304.94
14 year		97,059.22	98,159.22
21 year		97,730.93	98,830.93
Staff Associate		4/1/05	10/1/06
Start		74,139.55	75,139.55
1 year		77,119.10	78,119.10
2 year		79,403.79	80,403.79
3 year		82,206.57	83,206.57
7 year		85,143.31	86,143.31
10 year		86,741.48	87,741.48
14 year		87,495.76	88,595.76
21 year		88,100.53	89,200.53
Education Specialist		4/1/05	10/1/06
Start		53,181.55	54,181.55
1 year		56,736.44	57,736.44
2 year		60,249.08	61,249.08
3 year		63,846.22	64,846.22
5 year		67,275.47	68,275.47
10 year		68,873.09	69,873.09
14 year		69,627.37	70,727.37
21 year		70,107.06	71,207.06
Archivist I/Librarian I/Instructional Technology Coordinator		4/1/05	10/1/06
Start		60,275.21	61,275.21
1 year		62,054.04	63,054.04
2 year		64,245.34	65,245.34
3 year		66,385.50	67,385.50
7 year		67,926.97	68,926.97
10 year		69,523.48	70,523.48
14 year		70,277.20	71,377.20
21 year		70,761.44	71,861.44
Archivist II/Librarian II		4/1/05	10/1/06
Start		50,575.56	51,575.56
1 year		53,181.55	54,181.55
2 year		54,586.27	55,586.27
3 year		55,982.66	56,982.66
4 year	Advance to Archivist I/Librarian I		
Archivist III/Librarian III		4/1/05	10/1/06
Start		47,494.28	48,494.28
1 year	Advance to Archivist II/Librarian II		

Appendix B

Agreement on Workload NLC Instructional Faculty

1. Full-time Faculty, whose primary appointment is instructional, are expected to spend approximately 50% of their time devoted to employment in direct instruction, curriculum and materials development; and 50% in coordination duties, academic governance, academic advising, Center-related activities, and in service activities to the Center, their profession, their community and the labor movement.

The full-time teaching load (*i.e.*, the direct instruction commitment) for Faculty is 17 courses.

2. COURSE EQUIVALENCIES

a) The equivalent of a course credit will be as defined below. Credit for all work in each category will be pro-rated. A minimum of three (3) platform hours is necessary to earn any credit toward a Faculty member's Work Load.

1. Coordinating and teaching at least 15 hours in a week-long affiliate (co-sponsored) course (on campus or off campus). For center courses with fewer than 15 participants, center management will set the minimum enrollment level or cancel the class after consultation with the Faculty member coordinating the course. If the course is offered, Faculty will get credit for coordinating and teaching a full course regardless of the minimum enrollment number.
2. Coordinating and teaching at least 15 hours in a week-long affiliate program with enrollment jointly determined by the Faculty member and affiliate. For this Paragraph 2, 15 or more additional hours of teaching in a week long affiliate program is equivalent to an additional course credit.
3. 20 hours of platform teaching in other Faculty members' courses.
4. 15 hours of teaching and coordinating in courses offered off campus by GMC/NLC or affiliate, provided that all off-campus teaching of more than two occasions per year will be upon mutual agreement by the Faculty member and center management.
5. 12 independent study or senior project/thesis supervisions or level 3 arbitration course briefs.
6. 24 one-credit assignments in conjunction with center-sponsored or affiliate-sponsored courses offered for credit.

7. A three-credit course offered as part of the undergraduate program.
8. Development of new curriculum for a current course or a new course whether or not it is offered.
9. One-half course credit for adding online component for a new or existing class.
10. Coordinating and teaching 15 hours of internal courses of training.

b) A graduate degree program course is worth 1 and ½ credits.

3. Notwithstanding any of the above, Faculty will be entitled to replace, at their discretion, up to 1 and ½ course credits annually with research or other professional development activities. Faculty will report on the progress or outcome of these activities at the annual planning meeting. Such research or professional development may include research or writing in areas related to the labor movement or its concerns, or other activities reasonably related to current or prospective teaching areas or the labor movement or its concerns.

Faculty is not required to use these 1 and ½ credits (but Faculty shall otherwise satisfy the 1 and ½ credits) and in no cases are the credits to be used simply to reduce overall workload. While the use of these credits is to be at the sole discretion of the Faculty, Faculty are expected to use their best judgment in use of these credits to enhance their expertise and the usefulness of their teaching, scholarship, research, and service activities. These credits shall not be carried over from one year to the next.

4. Individual workload will be comprised of a combination of course assignments to be developed annually in workload planning meetings for each staff member with the Provost. Assignments will be made on a fair and equitable basis.

5. Faculty's annual assignments will be developed and finalized three months prior to the beginning of the new academic year in an annual workload planning meetings. If Management wants Faculty to develop new or co-sponsored courses, or engage in research or do other activities not outlined above, or alter the mix of institute and college degree courses finalized, upon mutual agreement they can alter an annual assignment to reflect such changes. Changes to assignments when approved by the Provost shall be provided in writing to the Guild unit chair, within 30 days after the Provost approves.

6. When a Faculty member exceeds his/her workload in a given year, such excess hours shall accrue from year to year and shall be applied to reduce his/her load over a period of two or more years.

Reductions in course requirements will be granted for: 1) special projects such as research, publications or scholarly projects; 2) additional administrative duties; 3) field assignments to work with affiliate or AFL-CIO programs, or 4) new course/program developments of a complex nature that require additional planning time. Such reductions will be determined during workload planning meetings based on specific proposals from the Faculty member and subject to the final approval of the Provost or her/his designee.

7. Projecting Faculty members' workloads during the planning phase and subsequently reporting on completed courses and course equivalents will be the responsibility of the Provost's office. Individual Faculty members will be responsible for providing adequate documentation of their work to facilitate the proper reporting of their workloads. Faculty members will use the attached Workload Planning Form (Attachment A) with any other written summaries to propose the workload by March 1 for the academic year starting July 1. Upon Review and discussion, the Provost will modify and/or approve the proposed workload by April 1. The Workload Planning form shall be made available in an online reporting format.

Workload Planning Forms will include all planned courses or course equivalents for the upcoming year, leaving a realistic budget for emerging coursework. During the ensuing year, Faculty members will complete Ad Hoc Workload forms (Attachment B) to be authorized by the Provost, for these unplanned activities. The form to be used to make a report shall be available in an electronic file format through the College.

Quarterly Workload Completion Forms (Attachment C) will be completed by Faculty members and submitted no later than 10 calendar days after the close of a calendar quarter (quarters closings: September 30, December 31, March 31, and June 30). Only work completed in that quarter is to be reported, with the exception of long-range course-equivalent work. In this case, the Provost and the Faculty member will review the progress of the project and the Provost will determine its course equivalency for that period. Work submitted by the Faculty member past this deadline will be reported in the next quarter.

Upon verifying the completion of the courses and course equivalents listed on each form with the Registrar, the Provost will sign each form and instruct office staff to tabulate that quarter's and the year-to-date workload statistics for each Faculty member. These reports will be signed by the Provost and provided to each Faculty member within 10 calendar days within receipt from the Faculty member, or the close of the quarter, whichever is later.

This process will be implemented for the July 1, 2003 academic year.