



Barnard Contingent Faculty – UAW Local 2110 Contract Proposals February 19, 2016

RECOGNITION	Per the National Labor Relations Board (NLRB) certification.
CONTRACT TERM	The term of this Agreement shall be for the period commencing September 1, 2015.
CALENDAR	Consistent with the College's Academic Calendar.
UNION SECURITY	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
MANAGEMENT RIGHTS	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
RESPONSIBILITIES OF THE PARTIES	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
EFFECT OF LEGISLATION – SEPARABILITY	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
SUCCESSORS AND ASSIGNS	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
VISITATION, UNION ACTIVITY, BULLETIN BOARD, NOTICE	Consistent with the existing contract between Barnard College and staff represented by Local 2110. [With the following changes on "Union Release Time": The College agrees to compensate three bargaining unit representatives to administer the terms of this contract. Compensation for these representatives shall be equivalent to the rate of one course and shall be paid: fall semester, spring semester, and summer.]
STEWARD TRAINING	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
UNION V-CAP CHECKOFF FUND	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
NO DISCRIMINATION	Consistent with the existing contract between Barnard College and staff represented by Local 2110 [With the addition of: gender identity, gender expression, and citizenship status]
SEXUAL HARASSMENT	Consistent with the existing contract between Barnard College and staff represented by Local 2110.

HEALTH AND SAFETY	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
PERSONNEL FILES	Consistent with the existing contract between Barnard College and staff represented by Local 2110. [With the addition that faculty will receive copies of all student evaluations.]
DISCHARGE	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
COMMUTING BENEFIT	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
JURY DUTY	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
TECHNOLOGICAL CHANGE	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
FLEXIBLE SPENDING ACCOUNT	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
FUTURE DAY CARE CENTER	Consistent with the existing contract between Barnard College and staff represented by Local 2110.
ACADEMIC FREEDOM	The College and the Union endorse the principles and standards of academic freedom in the American Association of University Professors (AAUP) Statement of Principles. In addition, faculty shall have the right to establish standards of behavior in the classroom, determine appropriate methods of evaluation, assign grades, select course material where appropriate, and plan off-campus activities or other course enhancements.
JOB POSTING	All new positions or vacancies shall be posted publicly with a copy sent to the Unit Chair and to the Union.
SENIORITY	Seniority shall accrue by semester beginning with the first semester of teaching after the original date of hire. The first two semesters of teaching are probationary. Faculty on an approved leave of absence shall continue to accrue seniority.
REAPPOINTMENTS: ADJUNCT/PART-TIME FACULTY	<ul style="list-style-type: none"> ● Faculty members shall have preference for available vacancies, other courses, or additional sections which they are qualified to teach, on the basis of seniority, before the College hires any additional faculty. ● Adjunct/part-time Faculty who have taught for a minimum of four semesters shall not have their course load reduced. ● The College shall give good faith consideration to the applications of part-time faculty for full-time positions.
REAPPOINTMENTS: TERM/FULL-TIME FACULTY	<ul style="list-style-type: none"> ● Term/full-time faculty must be notified of non-renewal of their contract by no later than June 30 of the year before their term ends. ● The minimum appointment term shall be no less than 3 years. ● Term/full-time faculty shall be renewed for 3-year terms in accordance with their seniority and qualifications. ● The College shall give good faith consideration to the applications of term/full-time faculty for tenure-track positions.

<p>WAGES</p>	<ul style="list-style-type: none"> ● The rates herein refer to courses carrying three (3) points or fewer of academic credit. These rates shall be increased commensurately for courses that carry more than three points of academic credit. ● Effective September 1, 2015, faculty shall receive a minimum of \$15,000 per course, or 5% above their current rate, <i>whichever is greater</i>, per semester. Term faculty teaching a 3/2 or 2/3 course load shall thus receive a minimum of \$75,000 per academic year. ● Effective September 1, 2016, all rates of pay shall increase by five percent (5%) each September 1. ● Nothing in this Agreement shall prevent the College from paying, or a faculty member from accepting, a rate of pay above that provided for in this Agreement. ● Compensation shall be provided for additional work, including but not limited to independent study direction, thesis direction, course development, off-campus activities, administrative tasks, required meetings, etc.
<p>REIMBURSEMENTS</p>	<p>Faculty shall be reimbursed for reasonable teaching expenses, e.g., transportation expenses or tickets for class activities, classroom supplies, equipment, etc.</p>
<p>GOVERNANCE</p>	<p>Three (3) positions on the Off Ladder Faculty Advisory Committee (OLFAC) and one (1) position on the Committee on Instruction (COI) shall be for members of the union. All positions shall be compensated.</p>
<p>PROFESSIONAL DEVELOPMENT</p>	<p>Each post-probationary faculty shall be entitled to a minimum of \$1000 per year for professional development, e.g., conference travel, registration, and lodging; research travel and lodging; research supplies; publication subventions; etc.</p>
<p>SPACE AND FACILITIES</p>	<p>Faculty shall be provided with uninterrupted access to and use of an office with desk, telephone with voicemail access, file space, bookshelves, a computer, a barnard.edu email address, use of photocopiers and scanners, and full library privileges at the Columbia University Libraries.</p>
<p>GRIEVANCE PROCEDURE</p>	<p>Definition of “grievance” consistent with the existing contract between the College and staff represented by Local 2110.</p> <p><u>Step One</u> – Grievance filed with Department Chair/Program Director within thirty (30) calendar days of when the grievance arises or when the faculty member becomes aware of it. College response required within 14 calendar days and must be in writing.</p> <p><u>Step Two</u> – If not resolved in Step One, Union files written grievance with the Provost within 14 calendar days of receipt of the Step One answer to the grievance. Provost or designee will schedule a meeting with the grievant and the union representative within 14 calendar days of receipt of Step Two grievance. Second step written response due within 14 calendar days after the meeting.</p> <p><u>Step Three</u> – Arbitration. Consistent with the existing Local 2110 staff contract.</p> <p>Right to union representation at every step of the procedure.</p> <p>Grievances concerning discharge, elimination of position(s), leaves of absence, substantial number of faculty members, issues which Step One representative lacks authority to resolve, or any matter which concerns the College as an institution or the Union as an organization, may be filed at Step Two.</p>
<p>SEVERANCE</p>	<p>Faculty members who are laid off or reduced shall receive severance pay equivalent to one week’s pay for each course the faculty member has taught at the College.</p>

LEAVES OF ABSENCE	<ul style="list-style-type: none"> ● Paid Medical / Family Illness / Bereavement Leave: Faculty accrue one calendar week of leave per semester during their probationary period and two weeks per semester thereafter. ● Paid Parental (Maternity/Paternity/Adoption/Foster Care Placement) Leave: 15 weeks. ● Paid Academic Leave: After every 6 semesters (not necessarily consecutive) of teaching, one semester of leave paid at the average pay for those 6 semesters. ● Unpaid Union Business Leave: Unpaid leave for union business. ● Unpaid Personal Leave: Upon chair's or program director's approval.
RETIREMENT PLAN	The College shall contribute 10% of earnings to a retirement account for all post-probationary faculty.
TUITION EXEMPTION	For post-probationary faculty, full tuition remission for up to two courses a semester for themselves, spouses, or dependents, and access to the existing Tuition Assistance program for dependent children.
HEALTH BENEFITS	The College shall provide, without faculty premium contributions, medical, dental, and vision coverage for all faculty after their first semester of teaching.
CHILD CARE SUBSIDY	The College shall establish a child care subsidy fund of \$50,000 per year, to be administered by the Union in agreement with the College, for children up to age 13.
GYM	All faculty will have access to the existing GlobalFit Corporate Fitness program.
REORGANIZATION	The College will provide a minimum of six months notice of any re-organization of College operations or programs or revision of curriculum which might result in: (a) reduction or displacement of bargaining unit positions; (b) substantial changes in a faculty member's position; or (c) changes in job classification. Upon request, the College will meet with the Union to discuss and bargain over the re-organization.
MAINTENANCE OF BENEFITS	<ul style="list-style-type: none"> ● All benefits attributable to unit members and which are set forth in written University policy heretofore existing shall be continued unless discontinued or modified by terms of this Agreement or by other written agreements between the University and the Union. ● Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been: (a) consistent and ascertainable course of conduct; (b) engaged in for some reasonable length of time; (c) of which both parties are aware; (d) Which does not vary the express, written terms of this Agreement; (e) which is in respect to a given set of specific circumstances and conditions.