

This Agreement is entered into this _____ day of _____, 2017 by and between Barnard College (hereinafter referred to as the “College” or “Employer”) and Barnard Contingent Faculty, UAW, Local 2110 (hereinafter referred to as the “Union”), wherein it is mutually agreed as follows:

ARTICLE 1 RECOGNITION

Section 1 – Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 02-RC-154022, the College recognizes the Union as the exclusive collective bargaining representative for all of the following off-ladder officers of instruction who teach classes at Barnard College on a full- or part-time basis: All Adjunct Assistant Professors, Adjunct Associate Professors, Adjunct Professors, Adjunct Associates, Adjunct Senior Associates, Adjunct Lecturers, Adjunct Visiting Assistant Professors, Adjunct Visiting Professors, Guest Artists, Laboratory Associates, Senior Activist Fellows, Senior Scholars, Distinguished Fellows, Anna Quindlen Writers in Residence, Distinguished Artists in Residence, Term Assistant Professors, Term Associate Professors, Term Professors, Term Professors of Professional Practice, Term Associate Professors of Professional Practice, Term Assistant Professors of Professional Practice, Term Lecturers, Visiting Assistant Professor without tenure at another institution, Visiting Associate Professor without tenure at another institution, Visiting Professor without tenure at another institution and Term Senior Lecturers (collectively hereinafter referred to as “Unit Members”).

Section 2 – The following are excluded from representation by the Union and are not subject to this Agreement: Assistant Professors of Professional Practice, Associate Professors of Professional Practice, Professors of Professional Practice, Associates, Lecturers, Senior Associates, Senior Lecturers, Post Doc Fellows, Post-Doctoral Research Associates, Graders,

Teaching Assistants, Research Professors, Research Scholars, Research Scientists, and guards, and supervisors and managerial employees as defined National Labor Relations Act, and faculty hired for full-time positions by the full-time hiring process who are temporarily on a reduced schedule for personal reasons.

ARTICLE 2 UNION REPRESENTATION AND DUES DEDUCTION

Section 1 – As a condition of employment, each Unit Member, as defined in Article 1 – Recognition, will become a member of the Union or pay an agency fee (a service charge as a contribution toward the cost of administration of this Agreement and representation by the Union) to the Union within the later of thirty-one (31) days of the ratification of this Agreement or thirty-one (31) days of the date the Unit Member first becomes an employee of the College. The Union will represent all Unit Members regardless of a Unit Member’s membership or lack of membership in the Union. No Unit Member will be discriminated against by the Union or the College because of the Unit Member’s voluntary choice to be or not to be a member of the Union.

Section 2 – Unit Members may elect to have their Union membership dues or agency service fee deducted from their pay by providing the College with written authorization to deduct Union membership dues or an agency service fee in accordance with Article 2, Section 3 below (when deduction is possible). The written authorization to deduct Union membership dues or an agency service fee shall be set forth on the form attached to this Agreement as Appendix A.

Section 3 – The College agrees that it will deduct Union membership dues or an agency service fee for a semester in an amount established and certified in writing by the Union’s Treasurer to the College’s Vice President, Human Resources or their designee from the wages of each Unit Member who executes written authorization to the College to make such

deductions. The College will forward to the Union the withheld funds within ten (10) business days of the date on which the funds were withheld. Payroll deduction of Union membership dues or an agency service fee can be cancelled by a Unit Member as of any anniversary date of the written authorization to deduct Union membership dues or an agency service fee by written notice of such revocation signed by the Unit Member, received by the College and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on the termination date of this Agreement, by like notice, prior to such termination date, whichever occurs the sooner.

Section 4 – In addition to the cancellation of payroll deduction of Union membership dues or an agency service fee set forth in Article 2, Section 3 above, any authorization to withhold Union membership dues or agency service fees from the wages of a Unit Member shall terminate and such withholding shall cease immediately upon a Unit Member's separation from employment.

Section 5 – The College will be under no obligation to make any deduction under this Article 2 if a Unit Member's wages, after other deductions required by law or authorized by the Unit Member, are less than the amount subject to deduction. In such an event, it will be the responsibility of the Union to collect its Union membership dues or agency service fee for that pay period directly from the Unit Member.

Section 6 – Upon written request by the Union, the College will not assign any courses to a Unit Member who has failed to comply with their obligations under this Section. Nothing in this Section shall require the College to terminate the employment of a Unit Member during a semester.

Section 7 – The Union shall indemnify and save the College, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by the College pursuant to any provisions of this Article 2 – Union Representation, and the Union assumes full responsibility for the disposition of monies deducted under this Article 2 – Union Representation as soon as they have been remitted by the College to the Union.

ARTICLE 3
VOLUNTARY COMMUNITY ACTION PROGRAM (V-CAP)

Section 1 – The College will deduct from the pay of a Unit Member voluntary contributions to the Union’s V-CAP, provided the Unit Member has submitted to the College’s Human Resources Department an executed “Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form. Such deductions will continue only so long as the authorization form is in effect.

Section 2 – The College will make deductions under this Article 3 – Voluntary Community Action Program (V-CAP) only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP” form, together with the provisions of this Article. The minimum contribution shall be \$1.00 per paycheck.

Section 3 – The College agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, UAW. The College will furnish the UAW V-CAP with the names of those Unit Members for whom deductions have been made.

Section 4 – The Union shall indemnify and save the College, its Board of Trustees, agents, personnel and students, harmless from any and all claims, grievances, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any

action taken by the College pursuant to any provisions of this Article 3 – Voluntary Community Action Program (V-CAP), and the Union assumes full responsibility for the disposition of monies deducted under this Article 3 – Voluntary Community Action Program (V-CAP) as soon as they have been remitted by the College to the Union.

ARTICLE 4 NON-DISCRIMINATION

Section 1 –Neither the Union nor the College shall discriminate on the basis of race, color, religion, creed, national or ethnic origin, sex, sexual orientation, age, disability, alienage or citizenship status, gender (including gender identity or expression), marital partnership status, union activity, political belief, military status, predisposing genetic characteristics or domestic violence victim status, or on the basis of any characteristic protected under applicable law or College policy. The Union and the College further agree not to retaliate against persons who in good faith report discrimination or testify, assist or participate in any investigation, proceeding or hearing involving a complaint of discrimination. The College’s policies on discrimination and harassment are applicable to all members of the College community, may be found on the College’s website, and may be revised by the College from time to time. The College will distribute a copy of the policy to Unit Members in the same manner as the College distributes the policy to other faculty members. As a condition of employment, all Unit Members must attend/complete all mandatory training/reviews required of College employees and faculty regarding the College’s policies on discrimination and harassment. The College will notify Unit Members of any such mandatory training/reviews.

Section 2 – A Unit Member’s claim of discrimination or harassment in violation of this Article shall be handled through the procedures available to all members of the College community, except that if the Union is dissatisfied with the final outcome of the College’s

review of a Unit Member's claim of discrimination or harassment, the Union may file a demand for arbitration in accordance with Article 22 - Grievance and Arbitration Procedure alleging the College violated Section 1 of this Article. Such a demand for arbitration must be requested by the Union within 30 days after the College's review under the College's procedures is complete and the appeals process is exhausted if applicable. Those procedures may be found on the College's website and may be revised by the College from time to time. Nothing herein is intended to prevent a Unit Member from filing a claim of unlawful discrimination or harassment with any administrative agency or court of competent jurisdiction. Nothing herein is intended to prevent a Unit Member from filing a grievance challenging any discipline issued as a result of the final outcome of the College's review of the claim of discrimination or harassment.

ARTICLE 5 UNION RIGHTS

Section 1 – The College will recognize Unit Members designated by the Union as representatives to address issues arising under this Agreement, meet with Unit Members or with the College regarding this Agreement, and attend to other matters related to the administration of this Agreement when authorized by the Union to do so. The Union will provide the Provost or their designee a written list of the Unit Members the Union has designated as representatives no later than October 1st of each year or within thirty (30) days of the date on which the College provides the Union information pursuant to Article 6 – Bargaining Unit Information, whichever is later. In addition, the Union will provide the Provost or their designee a written notice of any change in these designated representatives, which shall identify any Unit Member who is no longer designated as a representative and any Unit Member newly designated as a representative, within five (5) calendar days of any change.

Section 2 – For the purposes of representing Unit Members covered by this Agreement, Union representatives may visit the College’s campus and reserve space for meetings on the same terms and conditions as other third parties in accordance with College policies and procedures as they may be amended by the College from time to time. Notwithstanding the foregoing, the Union shall not be required to pay any fee for the use of space reserved on campus in accordance with this Article. A Union representative shall not, during the course of a visit or a meeting, interfere with, or attempt to interfere with, the operation of the College or the work of any Unit Member or any College employee who is not covered by this Agreement.

Section 3 – The Union may post notices pertaining to legitimate and appropriate Union interests on two bulletin boards designated by the College for the exclusive use of the Union. No notices which are derogatory to the College will be posted. The College reserves the right to remove any notices that are derogatory to the College.

ARTICLE 6 BARGAINING UNIT INFORMATION

Within thirty (30) days after the beginning of each academic term, the College shall furnish the Union in sortable electronic format a list of all Unit Members assigned to teach a course during that academic term, including name, department, title, rate of pay, course(s) being taught, date of hire, mailing addresses, telephone number(s) (if available), and College email address. The College also will include in this list Unit Members’ gender, race, and ethnicity for so long as the College is collecting this information from employees of the College. Additionally, the College shall notify the Union within seven (7) days of hiring a Unit Member after the above referenced 30-day period and the College will notify the Union within forty-eight (48) hours of any layoff or discharge of a Unit Member after the above referenced 30-day period.

ARTICLE 7
MANAGEMENT RIGHTS

Section 1 – Management of the College is vested exclusively in the College. Except as otherwise provided in this Agreement, the Union agrees that the College has the right to establish, plan, direct and control the College’s missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control College operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Unit Members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which Unit Members’ performance is evaluated; to establish and require Unit Members to observe College rules and regulations; to discipline or dismiss Unit Members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; or to subcontract all or any portion of any operations; to lay off Unit Members; to expand and contract the College and its operations and business by acquisition, sale, merger or other means; to require the participation of Unit Members in assessments of student learning; to determine all matters related to student performance, including but not limited to, attendance, grading, and performance measurement; and to exercise sole authority on all decisions involving academic matters.

Section 2 – Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of the College.

Section 3 – No action taken by the College with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Section 4 – The above enumeration of management rights set forth in this Article 7, Section 1 is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the College.

ARTICLE 8 ACADEMIC CALENDAR

The Academic Calendar established by the College shall be the same for Unit Members as for other faculty members.

ARTICLE 9 ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1 – Subject to legal restrictions and the terms of this Agreement, Unit Members enjoy the academic freedom to express themselves without unreasonable restriction and to be judged as a teacher on the basis of legitimate intellectual and professional criteria.

Section 2 – Subject to the terms of this Agreement, Unit Members shall have the same duties and responsibilities under College policies in connection with their teaching, grading, and professional conduct as other College faculty, including but not limited to the duty to responsibly and effectively fulfill their teaching and other job responsibilities.

Section 3 – Subject to College policies and the terms of this Agreement, Unit Members shall have the same rights as all other College faculty to establish standards of behavior in the classroom and determine appropriate methods of evaluation, assign grades, select course material where appropriate, and plan off-campus activities or other course enhancements.

Section 4 – Unit Members are expected to deliver the course assigned and make themselves available to students on a regular basis, including outside class meeting time. Unit Members shall prepare for their classes and conduct them in an appropriately professional manner, including but not limited to meeting classes on time, holding all scheduled classes for the full period except in the event of an emergency or as a practice approved by the academic unit head, and evaluating academic performance fairly and reasonably.

Section 5 – In communicating outside the classroom and the College, Unit Members shall not represent their personal views as those of the College unless expressly authorized in writing by the College to do so.

ARTICLE 10 ACCESS TO SERVICES

Section 1 – The College will provide Unit Members an @Barnard.edu email address during academic terms in which they are teaching at the College and for so long as the College anticipates the Unit Member will be assigned to teach a course at the College that would begin within thirteen (13) months of the end of the Unit Member's most recent course assignment. This email address will be used by the College for communications with Unit Members. Use of College email addresses will be in accordance with College policies and procedures as they may be amended by the College from time to time.

Section 2 – To the extent available, the College will provide Unit Members with access to computer and office equipment determined in good faith by the College to be necessary to teach

assigned courses during academic terms in which they are teaching at the College in accordance with College policies and procedures as they may be amended by the College from time to time.

Section 3 – Each semester the College will provide Unit Members access to available space that can be secured, but not necessarily individual office space, as determined in good faith by the College to be necessary to teach assigned courses and to meet with students during academic terms in which they are teaching at the College. Access to other space shall be subject to the College’s room reservation policies and procedures as they may be amended by the College from time to time.

Section 4 – During academic terms in which they are teaching and for so long as the College anticipates the Unit Member will be assigned to teach a course at the College that would begin within thirteen (13) months of the end of the Unit Member’s most recent course assignment, the College will provide Unit Members access to library resources available to other College faculty. Such access shall be subject to applicable College policies and procedures as they may be amended by the College from time to time. The parties acknowledge that Unit Members’ access to Columbia University Libraries and Columbia University library resources are subject to approval by Columbia University.

Section 5 – Subject to the College’s policies and procedures as they may be amended by the College from time to time, Unit Members will be reimbursed for expenditures for materials and supplies used in the classroom and for costs associated with field trips or other extra-curricular activities with students that are pre-approved in writing by the academic unit head.

ARTICLE 11 APPOINTMENTS AND ASSIGNMENTS

Section 1 – All appointments and/or assignments of Unit Members shall only be made by the Provost or their designee. All appointments and assignments shall be made in writing by no

later than June 1 prior to the academic year the appointment commences and will set forth the job title, rate of pay and shall specify that the position is covered by this Agreement. This document shall constitute an official hiring document. It is understood that appointments and/or assignments may include preparation and follow-up work performed outside the semester, such as course preparation, attendance at meetings, course assessment, grading assignments and exams, and resolution of incomplete or disputed grades. Except as otherwise specifically provided in this Agreement, no appointment or assignment shall create any right, interest or expectancy in any further appointment or assignment, including any particular course load, beyond its specific term as identified in a hiring document addressed to the Unit Member and signed by the Provost or their designee. The listing of a course and/or designation or identification of a particular Unit Member in the schedule of classes does not constitute an appointment or assignment.

Section 2 – Nothing in this Agreement shall be construed as guaranteeing that any number of courses or any particular courses will be assigned to Unit Members, including but not limited to past assignments. The College retains the right to modify the department or program, title and/or content of a course that a Unit Member has been assigned to teach. The College reserves the right to cancel any course for any reason at any time, including but not limited to low enrollment.

Section 3 – A Unit Member’s first four (4) semesters of teaching at the College are considered a probationary period. After completing the probationary period, the College may discharge a Unit Member during the term of their appointment only for just cause.

Section 4 – In order to assess a Unit Member’s teaching effectiveness, the College may observe a Unit Member’s class or classes. A Unit Member will have advance notice of such

action. A Unit Member may request a post-observation conference with the observer relative to a class observation. They may submit a written response to any written findings associated with the observation. Such response shall be maintained in the Unit Member's record. A Unit Member may request an additional classroom observation by a faculty member. For this purpose, the Unit Member shall submit to the Unit Member's Chair or Program Director three proposed observers who are full-time Barnard College Faculty who are members of the Unit Member's department or program and are not Unit Members. The College will not unreasonably deny such a request.

Section 5 –

(a) Commencing with the Fall of 2017, the College will give good faith consideration (as defined in Article 11, Section 6) to the appointment and assignment of a Unit Member to a course where the Unit Member has taught the same course, as defined by course number and/or other published course identifier, for seven (7) semesters within no more than seven (7) academic years. For purposes of this Article 11, Section 5, "course" will mean a classroom instruction course of at least one (1) point.

(b) Appointments offered to Unit Members hired and paid on a per course basis who have completed their probationary period and have taught fewer than seven (7) semesters at the College over consecutive academic years will be for a duration of one academic year. Such appointments will be offered by June 1 and will not include any guaranteed minimum course load or a guarantee of classes offered in both semesters of the academic year. If the College cancels a course that was part of such a one-year appointment, the Unit Member will be eligible to be paid a cancellation fee in accordance with Article 11, Section 9. Nothing herein precludes the College from offering appointments to Unit Members who become employees after June 1 or

from offering courses to Unit Members after June 1 in addition to those offered to them on or before June 1.

(c) After teaching a total of seven (7) semesters at the College over consecutive academic years, a Unit Member who is hired and paid on a per course basis will be offered one of the following:

- (1) a one-year appointment guaranteeing assignment of up to three (3) classes for each academic year during the term of the appointment, at the discretion of the Chair or Program Director. A Unit Member may be assigned to teach more than the number of classes guaranteed in the appointment at the discretion of the Chair or Program Director; or
- (2) no further class assignments but a separation payment equivalent to the monetary compensation they were paid for teaching at the College in the most recent semester in which they taught at the College, payable in a lump sum after executing a release of claims against the College.

(d) After teaching a total of fourteen (14) semesters at the College over consecutive academic years, a Unit Member who is hired and paid on a per course basis:

- (1) will be offered a two-year appointment guaranteeing assignment of up to three (3) classes for each academic year during the term of the appointment, at the discretion of the Chair or Program Director. A Unit Member may be assigned to teach more than the number of classes guaranteed in the appointment at the discretion of the Chair or Program Director; or

- (2) will be offered no further class assignments but a separation payment equivalent to the monetary compensation they were paid for teaching at the College in the most recent academic year in which they taught at the College, payable in a lump sum after executing a release of claims against the College; or
- (3) if offered a course load for the academic year that is less than the average course load per academic year over the previous three (3) academic years, have the option to decline the class assignments and instead elect to be offered no further class assignments and receive a separation payment equivalent to the monetary compensation they were paid for teaching at the College in the most recent academic year in which they taught at the College, payable in a lump sum after executing a release of claims against the College.

(e) After teaching a total of twenty-eight (28) semesters at the College over consecutive academic years, a Unit Member who is hired and paid on a per course basis:

- (1) will be offered a three-year appointment guaranteeing assignment of up to three (3) classes for each academic year during the term of the appointment, at the discretion of the Chair or Program Director. A Unit Member may be assigned to teach more than the number of classes guaranteed in the appointment at the discretion of the Chair or Program Director; or
- (2) will be offered no further class assignments, but a separation payment equivalent to the monetary compensation they were paid for teaching

at the College in the two (2) most recent academic years in which they taught at the College, payable in a lump sum after executing a release of claims against the College; or

(3) if offered a course load for the academic year that is less than the average course load per academic year over the previous three (3) academic years, have the option to decline the class assignments and instead elect to be offered no further class assignments and receive a separation payment equivalent to the monetary compensation they were paid for teaching at the College in the two (2) most recent academic years in which they taught at the College, payable in a lump sum after executing a release of claims against the College.

(f) After teaching a total of forty-two (42) semesters at the College over consecutive academic years, a Unit Member who is hired and paid on a per course basis:

(1) will be offered a four-year appointment guaranteeing assignment of up to three (3) classes for each academic year during the term of the appointment, at the discretion of the Chair or Program Director. A Unit Member may be assigned to teach more than the number of classes guaranteed in the appointment at the discretion of the Chair or Program Director; or

(2) will be offered no further class assignments, but a separation payment equivalent to the monetary compensation they were paid for teaching at the College in the three (3) most recent academic years in which

they taught at the College, payable in a lump sum after executing a release of claims against the College; or

- (3) if offered a course load for the academic year that is less than the average course load per academic year over the previous three (3) academic years, have the option to decline the class assignments and instead elect to be offered no further class assignments and receive a separation payment equivalent to the monetary compensation they were paid for teaching at the College in the three (3) most recent academic years in which they taught at the College, payable in a lump sum after executing a release of claims against the College.

Section 6 – Good faith consideration means the College may deny, reduce, or cancel an appointment or assignment of a Unit Member in the following circumstances:

- (a) Elimination or downsizing of an academic unit or program and/or merging of an academic unit or program within another academic unit or program which results in the elimination of a course taught by the Unit Member;
- (b) Creation of a full-time faculty position that absorbs an existing course taught by Unit Members or any other circumstance in which a course previously taught by a Unit Member will be taught by a full-time faculty member or non-bargaining unit member;
- (c) A reduction in the number of courses or sections offered in an academic term or the cancellation of a course or section as determined by the College in accordance with applicable policies and procedures as they may be amended by the College from time to time, which results in the elimination of a course taught by the Unit

Member;

- (d) Elimination, decrease or modifications in course offerings due to changes in core curriculum requirements, or major or minor program requirements, which impacts the course taught by the Unit Member;
- (e) Availability of another individual(s) with significantly more relevant credentials and experience;
- (f) Non-reappointment based on:
 - 1. Unsatisfactory performance or conduct of a Unit Member;
 - 2. The Unit Member's failure to meet any of the responsibilities set forth in Article 9 – Academic Freedom and Responsibility; and
 - 3. Misconduct of a Unit Member that is outside the scope of their employment with the College which would adversely affect the Unit Member's ability to teach or be a member of the College community.

Each appointment ceases at the end of the designated appointment period. Denials, reductions, or cancellations of appointments or assignments based on Article 11, Section 6 shall be subject to grievance and arbitration under Article 22. The sole issue subject to grievance or arbitration over the denial, reduction or cancellation of an appointment or assignment under Article 11, Section 6, ¶¶(a)-(d) shall be whether the College established that the conditions set forth therein existed or occurred, and if they did not, the applicable remedy. The standard of review for a grievance or arbitration alleging a violation of Article 11, Section 6, ¶¶(e)-(f) shall be whether the College established by clear and convincing evidence that one of the conditions set forth in those sections has been met.

Section 7 – A Unit Member who receives an offer of an appointment or assignment must indicate their acceptance of that offer in accordance with applicable College policies as they may be amended by the College from time to time.

Section 8 – In the event a Unit Member cannot complete an appointment or assignment, the College shall compensate that Unit Member on a pro rata basis for the portion of the appointment or assignment they completed. The Provost or their designee, in their sole discretion, will appoint an individual to complete the Unit Member's appointment or assignment.

Section 9 – A Unit Member who timely accepts an offer of appointment or assignment of a course will be paid a cancellation preparation fee equivalent to twenty-five percent (25%) of the total course compensation when a course is cancelled on or within fourteen (14) days prior to the first scheduled class meeting or after a course is begun. If cancellation occurs after a course begins, the Unit Member will also receive pro-rated course pay for sessions taught.

Section 10 – Term/full-time faculty must be notified of non-renewal of their contract by no later than August 30 of the year before their term ends.

ARTICLE 12 DISCIPLINE AND DISCHARGE

Section 1 – The College shall have the right to discipline and discharge any Unit Member for just cause. While discipline will generally be progressive in nature, the parties recognize that the College may forego progressive discipline if the circumstances so warrant under traditional standards of just cause.

Section 2 – Discharge for purposes of this Agreement shall mean the termination of a Unit Member's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of a Unit Member, non-renewal of a Unit Member, change in the

number or type of course(s) offered to a Unit Member, or the failure to offer an appointment to a Unit Member.

Section 3 –The College will copy the Union on any written notice of discipline or discharge provided to a Unit Member.

**ARTICLE 13
COMPENSATION**

Section 1 –

(a) Effective at the beginning of the first full pay period of the Fall 2017 semester, the minimum pay rates for courses taught during the term of this Agreement by Unit Members who are hired and paid on a per course basis are set forth below (excluding Laboratory Associates).

Points Per Course	Compensation
Courses offered for 3 or more points	\$7,000 per course
Courses offered for under 3 points	\$4,000 per course

Effective at the beginning of the first full pay period of the Fall 2017 semester, the minimum pay rates for courses taught during the term of this Agreement by Laboratory Associates who are hired and paid on a per course basis are set forth below.

Assignment	Compensation
Per Lab Section	\$3,000
Per Prep Session	\$500

(b) Effective at the beginning of the first full pay period of the Fall 2018 semester, the minimum pay rates for courses taught during the term of this Agreement by Unit

Members who are hired and paid on a per course basis are set forth below (excluding Laboratory Associates).

Points Per Course	Compensation
Courses offered for 3 or more points	\$8,000 per course
Courses offered for under 3 points	\$4,500 per course

(c) Effective at the beginning of the first full pay period of the Fall 2019 semester, the minimum pay rates for courses taught during the term of this Agreement by Unit Members who are hired and paid on a per course basis are set forth below (excluding Laboratory Associates).

Points Per Course	Compensation
Courses offered for 3 or more points	\$9,000 per course
Courses offered for under 3 points	\$5,000 per course

(d) Effective at the beginning of the first full pay period of the Fall 2020 semester, the minimum pay rates for courses taught during the term of this Agreement by Unit Members who are hired and paid on a per course basis are set forth below (excluding Laboratory Associates).

Points Per Course	Compensation
Courses offered for 3 or more points	\$9,500 per course
Courses offered for under 3 points	\$5,250 per course

(e) Effective at the beginning of the first full pay period of the Fall 2021 semester, the minimum pay rates for courses taught during the term of this Agreement by Unit Members who are hired and paid on a per course basis are set forth below (excluding Laboratory Associates).

Points Per Course	Compensation
Courses offered for 3 or more points	\$10,000 per course
Courses offered for under 3 points	\$5,500 per course

(f) Effective at the beginning of the first full pay period of the Fall 2017 semester, any Unit Member, including Laboratory Associates, who is hired and paid on a per course basis will be paid the applicable minimum pay rate(s) or a three percent (3%) increase in their current rate(s), whichever is greater.

(g) Effective at the beginning of the first full pay period of the Fall 2018 semester, any Unit Member, including Laboratory Associates, who is hired and paid on a per course basis will be paid the applicable minimum pay rate(s) or a three percent (3%) increase in their current rate(s), whichever is greater.

(h) Effective at the beginning of the first full pay period of the Fall 2019 semester, any Unit Member, including Laboratory Associates, who is hired and paid on a per course basis will be paid the applicable minimum pay rate(s) or a three percent (3%) increase in their current rate(s), whichever is greater.

(i) Effective at the beginning of the first full pay period of the Fall 2020 semester, any Unit Member, including Laboratory Associates, who is hired and paid on a per course

basis will be paid the applicable minimum pay rate(s) or a three percent (3%) increase in their current rate(s), whichever is greater.

(j) Effective at the beginning of the first full pay period of the Fall 2021 semester, any Unit Member, including Laboratory Associates, who is hired and paid on a per course basis will be paid the applicable minimum pay rate(s) or a three percent (3%) increase in their current rate(s), whichever is greater.

Section 2 – Effective July 1, 2017, Unit Members who are not hired and paid on a per course basis will be paid the applicable minimum salary level set forth in this section, or an increase in their current pay in an amount equal to the merit increase for faculty approved by the College's Board, or a two percent (2%) increase to their pay, whichever is the greatest amount. Effective July 1, 2018, Unit Members who are not hired and paid on a per course basis will be paid a nine-month salary of no less than \$64,000 payable over twelve (12) months. Effective on July 1, 2019, Unit Members who are not hired and paid on a per course basis will be paid a nine-month salary of no less than \$68,000 payable over twelve (12) months. Effective on July 1, 2020, Unit Members who are not hired and paid on a per course basis will be paid a nine-month salary of no less than \$70,000 payable over twelve (12) months. Effective on July 1, 2021, Unit Members who are not hired and paid on a per course basis will be paid a nine-month salary of no less than \$70,000 payable over twelve (12) months. Effective on July 1, 2017, Unit Members who are not hired and paid on a per course basis whose salary is above the minimum salary levels set forth in this section will receive an increase in their pay in an amount equal to the merit increase for faculty approved by the College's Board or two percent (2%) increase to their salary, whichever is greater. Effective on July 1 in each of the following years: 2018, 2019, 2020, and 2021, Unit Members who are not hired and paid on a per course basis will receive the minimum

salary level set forth in this section applicable for the year, or an increase in their pay in an amount equal to the merit increase for faculty approved by the College's Board, whichever is greater.

Section 3 – The pay rates set forth in this Article are minimums and do not preclude the College from compensating Unit Members at a higher pay rate. The rates set forth in this Article are subject to tax withholdings in accordance with applicable law.

Section 4 – The College will pay a one-time signing bonus of \$275 to any Unit Member who taught in either semester during the 2016-2017 academic year.

ARTICLE 14 HEALTH INSURANCE

Section 1 – Unit Members who are not hired and paid on a per course basis will be eligible for health insurance coverage on the same terms and conditions as other College faculty not covered by this Agreement, as those terms and conditions may be amended by the College from time to time, for so long as health insurance coverage is offered by the College to faculty not covered by this Agreement.

Section 2 – Unit Members who are hired and paid on a per course basis will be eligible for coverage under the UAW Local 2110 Emblem health insurance plan as it may be amended from time to time for so long as that plan is offered to employees of the College who are not covered by this Agreement. Effective September 1, 2017, eligible Unit Members with an appointment to teach fewer than 9 points in the upcoming academic year and who elect coverage will pay the full cost of coverage with no premium contribution from the College. For eligible Unit Members who are hired and paid on a per course basis with an appointment to teach 9 or more points in the upcoming academic year and who elect coverage, the College will pay 50% of the percentage the College contributes toward the cost of the Cigna plan A for full-time faculty

not covered by this Agreement who are in the lowest salary tier used for determining health insurance premium contributions. Unit Members are only eligible for a premium contribution from the College in academic years in which they have an appointment to teach 9 or more points. Effective September 1, 2019, for eligible Unit Members who are hired and paid on a per course basis with an appointment to teach 6 or more points in the upcoming academic year and who elect coverage, the College will pay 50% of the percentage the College contributes toward the cost of the Cigna Plan A for full-time faculty not covered by this Agreement who are in the lowest salary tier used for determining health insurance premium contributions. Unit Members will only be eligible for a premium contribution from the College in academic years in which they have an appointment to teach 6 or more points. Eligible Unit Members with an appointment to teach fewer than 6 points in the upcoming academic year and who elect coverage will pay the full cost of coverage with no premium contribution from the College.

Section 3 – The parties engaged in good faith bargaining to reach an agreement on a health insurance benefit for Unit Members. The agreement was based upon the parties’ intent to have the Unit Members covered under the UAW Local 2110 Emblem Health Insurance Plan at costs substantially equivalent to the cost of the coverage provided by the Emblem plan for the UAW Local 2110 Clerical Unit as described in Appendix B attached hereto. In the event that Emblem will not extend coverage to the Unit Members at costs substantially equivalent to the cost for the coverage extended to the Local 2110 Clerical Unit, the parties agree they will work together to obtain through another health insurance plan substantially similar benefits at a substantially equivalent cost per participating Unit Member. If the Parties are unsuccessful in their efforts to obtain such coverage, eligible Unit Members may choose to enroll in the Cigna Plan A, but the College’s premium contribution will be calculated based on the Emblem rates.

Under no circumstances will the College's contribution exceed that which it would have paid under the Emblem plan.

**ARTICLE 15
DENTAL INSURANCE**

Unit Members will be eligible for coverage under the College's Aetna Dental Insurance Plan offered to other College faculty not covered by this Agreement for so long as the Aetna Dental Insurance Plan is offered by the College to faculty not covered by this Agreement. The College will pay 50% of the then-current contribution its pays toward the cost of this plan for full-time faculty not covered by this Agreement.

**ARTICLE 16
VISION INSURANCE**

Unit Members will be eligible for coverage under the College's EyeMed Vision Plan offered to other College faculty not covered by this Agreement for so long as the EyeMed Vision Plan is offered by the College to faculty not covered by this Agreement. Unit Members will pay the full cost of this coverage.

**ARTICLE 17
PROFESSIONAL DEVELOPMENT**

Section 1 – The College will create a Professional Development Fund for Unit Members, effective July 1, 2017 or ratification of this Agreement, whichever is later. The total amount payable from the Fund will be no less than:

July 1, 2017-June 30, 2018	\$25,000
July 1, 2018-June 30, 2019	\$26,250
July 1, 2019-June 30, 2020	\$27,500
July 1, 2020-June 30, 2021	\$28,750
July 1, 2021-June 30, 2022	\$30,000

Amounts in the Fund shall not roll over from one fiscal year to the next.

Section 2 – All post-probationary adjunct Unit Members will be eligible to apply in writing for reimbursement from the Professional Development Fund for the reasonable costs associated with professional development activities, including but not limited to conference travel, registration, and lodging; research travel and lodging; research supplies; and publication subventions. Such requests must describe how the professional development activity will enhance the Unit Member’s pedagogy or professional development in their respective field(s). Unit Members shall provide documentation of expenses upon request. The application shall be submitted for approval to the Union. Once approved, it shall be submitted to the College for processing.

Section 3 – The current level of funding for term faculty for professional development shall not be reduced.

**ARTICLE 18
SHORT TERM DISABILITY BENEFIT AND SICK LEAVE**

The College will provide Unit Members with short term disability benefits and sick leave as required by applicable law.

**ARTICLE 19
LEAVES OF ABSENCE**

Section 1 – Medical and Parental Leave: After teaching a total of seven (7) semesters at the College within seven (7) consecutive academic years and subject to approval by the College, Unit Members would be eligible for up to two semesters of unpaid leave in an academic year if they are unable to teach because of a medical condition or for the birth, placement, adoption or care of the Unit Member’s child. Taking such a leave of absence shall not restart the clock for

purposes of counting the number of semesters taught at the College where this metric is used as criteria for eligibility for pay, benefits or contractual rights.

Section 2 – Academic Leave: After teaching a total of fourteen (14) semesters at the College and subject to approval by the Department Chair or Program Director, Unit Members are eligible for up to two semesters of unpaid leave in an academic year to pursue academic or professional interests directly related to their teaching at the College. Taking such a leave of absence shall not restart the clock for purposes of counting the number of semesters taught at the College where this metric is used as criteria for eligibility for pay, benefits or contractual rights.

ARTICLE 20 OTHER BENEFITS

Section 1 – Effective only for the period from the first July 1 after the ratification of this Agreement through and including the date on which this Agreement expires, Unit Members who were not hired and paid on a per course basis and are eligible for benefits on the date of ratification of this Agreement will continue to be eligible for those benefits on the same terms and conditions as other College faculty as they may be amended or eliminated by the College from time to time. Effective only for the period from the first July 1 after the ratification of this Agreement through and including the date on which this Agreement expires, Unit Members who are hired during the term of this Agreement and are not hired and paid on a per course basis will be eligible for benefits on the same basis as those Unit Members who were employed on this basis on the date of ratification of this Agreement.

Section 2 – Unit Members will be eligible for the following benefits on the same terms and conditions as other College faculty, as those terms and conditions may be amended by the College from time to time:

- A. Commuter benefits;

- B. Flexible savings accounts;
- C. Backup Child and Elder Care program;
- D. Participation in the Barnard College 403(b) Plan (the “Plan”) in accordance with the terms of the Plan (the parties acknowledge that under the Plan all Unit Members who are “Eligible Employees” within the meaning of the Plan may elect to make a contribution to the Plan on a pre-tax basis in accordance with the terms of the Plan, but only full-time Unit Members not paid on a per-course basis will be eligible to receive College contributions);
- E. Discounted health club memberships through GlobalFit; and
- F. Access to any future daycare center established by the College.

**ARTICLE 21
UNION REPRESENTATIVE**

The College will pay one Unit Member the equivalent of the minimum pay rate for a course offered for 3 or more points during the Fall and Spring semesters and during the summer to serve as a Union Representative representing the Unit Members in connection with the administration of this Agreement. The Union Representative must be a Unit Member teaching in the applicable academic year (for purposes of this Article, during at least one semester during the academic year). The Union Representative will be elected by the bargaining unit or, if no election is held, selected by mutual agreement of the College and the Union.

**ARTICLE 22
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 – For the purpose of this Agreement, a grievance is defined as any dispute concerning the application, interpretation or claimed violation of a specific provision of this Agreement which arose during the term of this Agreement or any written extension thereof.

Section 2 – A grievance may be filed by the Union or a Unit Member (with a copy given to the Union) at Step One, but a Step Two grievance and a demand for arbitration may be filed only by the Union or the College. Notwithstanding the forgoing, no grievance, request for mediation or demand for arbitration challenging the discipline or discharge of a Unit Member may be filed hereunder by or on behalf of a Unit Member until such Unit Member has taught at the College for four complete semesters. During the term of this Agreement, a grievance can be filed only on a form agreed to by the Union and the College. The preceding sentence shall expire automatically on the expiration date of this Agreement. The adversely affected Unit Member or class of Unit Members (see Section 6 below) and the specific provisions of the Agreement claimed to be violated shall be identified in the grievance. The College may file a grievance with the Union in accordance with Section 8 of this Article. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of any complaint or dispute arising out of the application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

Section 3 –Unit Members may informally discuss any problem with their Chair or Program Director at any time. Nothing in this Agreement shall prevent a Unit Member from resolving any problem with their Chair or Program Director, with or without the presence of a Union representative, as long as such resolution is consistent with this Agreement and the law.

Section 4 – A grievance shall be processed as follows:

Step One: The grievance shall be submitted in writing by hand or electronic mail to the Unit Member’s Chair, Program Director, Supervisor, or their designee within fifteen (15) days after the occurrence of the facts or circumstances giving rise to the dispute over which the

grievance arose or within ten (10) days after the affected Unit Member or the Union knew or reasonably could have known of the occurrence of those facts or circumstances. A grievance is considered received when received in person by the aggrieved Unit Member's Chair or Program Director or designee or received by the aggrieved Unit Member's Chair or Program Director by email addressed to them. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue the Unit Member on whose behalf the grievance is filed and the Union steward or Union representative filing the grievance. The College will hold a meeting to review the grievance at a time mutually convenient to the College, the Union and the grievant, not to interfere with time the grievant is scheduled to fulfill their duties at the College. The College shall give a written response to the grievance within ten (10) days after receipt of the grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be considered to be denied. Notwithstanding the foregoing, a grievance concerning the discharge of a Unit Member or the denial of a Unit Member's request for a leave of absence provided for in this Agreement may be filed by the Union initially at Step 2 within ten (10) days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within ten (10) days after the affected Unit Member or the Union knew or reasonably could have known of the occurrence of those facts or circumstances.

Step Two: If the grievance is not resolved at Step One, a Step Two grievance shall be submitted in writing by hand, or electronic mail to the Provost or their designee within ten (10) days after the College has responded to the Step One grievance or, if no response was given, the date on which that response was due. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue, the Unit

Member on whose behalf the grievance is filed and the Union steward or Union representative filing the grievance. The College will hold a meeting to discuss the grievance at a time mutually convenient to the College, the Union and the grievant, not to interfere with time the grievant is scheduled to fulfill their duties at the College. The College shall give a written response to the grievance within ten (10) days after receipt of the Step Two grievance or the review meeting, whichever occurs later, or if not responded to within that period, the grievance shall be considered to be denied.

Step Three: If the grievance is not resolved at Step Two, the Union or the College only shall submit the grievance to arbitration by giving written request by hand, or electronic mail to the appropriate arbitrator from the panel below within thirty (30) days after the College has responded to the Step Two grievance. Failure to so request arbitration within the aforesaid thirty (30) day period shall constitute a waiver of the grievance. During the term of this Agreement, the arbitrator will be selected from the list of arbitrators below. The first arbitration case (under this Agreement) will be assigned to the first arbitrator identified below. Thereafter, each arbitration case will be assigned on a rotating basis to the next arbitrator appearing on the list. In the event an arbitrator is not available to hear a case, the next arbitrator on the list will be promptly notified of the request for hearing. The parties have agreed to the following panel of arbitrators for the term of this Agreement:

Ralph Berger
Daniel Brent
Bonnie Siber Weinstock

This provision concerning the selection of the arbitrator expires automatically on the expiration date of this Agreement; provided, however, that any grievance timely filed during the term of this Agreement or any written extension thereof may proceed to arbitration pursuant to the panel

arbitration procedure set forth above in accordance with the time lines set forth in this Article. Copies of all correspondence concerning arbitration shall be served on the other party. The arbitration shall be held at the College in New York City, New York unless the College and the Union agree in writing to hold it elsewhere. The parties may mutually agree to submit the grievance to mediation at any time prior to the initiation of arbitration or the issuance of the arbitrator's award.

Section 5 –The arbitrator shall not automatically be disqualified from hearing the substance of the grievance by reason of having determined arbitrability.

Section 6

(a) It is the desire of the College and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the College and the Union agree otherwise in writing. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the College and the Union. Notwithstanding the forgoing, either the College or the Union may submit a class grievance to arbitration in accordance with this Article where the grievance raises a question or questions about the application or violation of a specific term of this Agreement that is common to a class of Unit Members. Class grievances may be initiated at Step Two.

(b) Only the Union and the College or either's authorized representative may present or defend the grievance at arbitration.

(c) The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide

disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to him or her.

(d) The decision and award of the arbitrator shall be issued to the College and the Union within 30 days of the close of the arbitration hearing or submission of the parties' briefs, whichever is later.

(e) The arbitrator shall issue a written opinion setting forth findings of fact and recommendations concerning the grievance. Subject to Article 22, Section 6(c) above, the arbitrator's opinion shall be final and binding on the parties.

(f) The fees and expenses of the arbitrator and any charge for a hearing room off the College's campus shall be shared equally by the College and the Union.

Section 7 – Failure of any grievant to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Failure on the part of the College to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step. Time is of the essence, but any time limits in this Article can be modified or waived by the written agreement of the College and the Union.

Section 8 – A grievance initiated by the College alleging a violation of the Agreement by the Union shall be presented in writing to and discussed with the lead Union Steward with a copy to the Union. A demand for arbitration for such a grievance may also be made in accordance with Section 4, Step 3 of this Article.

Section 9 – As used in this Article 22 - Grievance and Arbitration Procedures, "day" shall mean only a day on which classes are in session at the College, except that when a grievance is filed between the last day of Spring classes and the first day of Fall classes, "day" shall mean a

calendar day, excluding Saturdays, Sundays and holidays recognized by the federal government or the College.

Section 10 – Unit Members shall not miss a class in connection with investigating or adjusting a grievance or in connection with preparing for or attending any meeting, mediation or arbitration in connection with this Agreement, except when attendance is compelled by subpoena or other legal process. Accordingly, the parties agree that they will make every reasonable effort to schedule arbitrations at the College or the Union’s office at times that do not conflict with the Barnard College teaching schedule of Unit Members who either party anticipates will be attending the arbitration as a grievant or a witness. Unit Members will not be compensated for time spent preparing for or attending any meeting, mediation or arbitration in connection with this Agreement, except when attendance is compelled by subpoena or other legal process.

ARTICLE 23
LABOR-MANAGEMENT COMMITTEE

Section 1 – The College and the Union agree to create a Labor-Management Committee.

Section 2 – The Labor-Management Committee shall consist of three (3) representatives designated by the Union and three (3) representatives designated by the College.

Section 3 – The Labor-Management Committee shall discuss issues of common interest and concern to the parties and may, by mutual agreement, consider and make recommendations on such matters to the Unit Members and the College, including but not limited to matters related to health and safety on the College’s campus.

Section 4 – The Labor-Management Committee will meet at least once during each fall and spring semester and may schedule additional meetings by mutual agreement. Designated representatives of the Union and the College may suggest agenda items up to one (1) week prior to each meeting.

ARTICLE 24
JURY DUTY

Unit Members must make a reasonable effort to reschedule jury duty to a time outside of when they are teaching at the College. Upon request, the College will support a deferral request by providing documentation about the Unit Member's teaching obligations at the College. Unit Members who are unable to reschedule must present their Department Chairs or Program Directors with the jury duty notice. The Chair or Program Director will determine how to continue to staff the course based on the timing of the Unit Member's jury service. Unit Members must present a certification of service from the clerk to the Chair or Program Director. The College will not alter the rate paid to Unit Members serving as jurors consistent with this Article.

ARTICLE 25
PERSONNEL FILES

Any Unit Member may review their personnel file by appointment with the Office of Human Resources. Such review may occur not more than once in any semester and once during the summer, except that in the event that a Unit Member wishes to review their personnel file in connection with a pending grievance or arbitration, the Unit Member may seek additional reviews. During such additional review, the Unit Member may be accompanied by a Union representative. The Parties acknowledge that the College does not permit copying of personnel files, but also acknowledge that nothing herein shall be construed as limiting any rights the Union may have under the National Labor Relations Act to request a copy of a Unit Member's personnel file in connection with its duties as the Unit Member's collective bargaining representative.

ARTICLE 26
STUDENT EVALUATIONS

Following the release of the course evaluations, Unit Members will have access to their student evaluations so long as they are available, consistent with the College's records retention schedule, as it may be amended by the College from time to time.

ARTICLE 27
NO STRIKES-NO LOCKOUTS

Section 1 – The Union agrees that it will not nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any employee engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge. The College agrees that it shall not lockout Unit Members during the life of this Agreement or any written extension thereof.

Section 2 – The Union, its officers, and officials, shall be accessible to the College and shall immediately take all prompt and effective measures to prevent and stop any acts prohibited by Section 1 of this Article, including, but not limited to, immediately contacting, by expeditious means that would best assure immediate contact, each individual of which the Union, or one of its officers or officials, may be aware is engaging in such acts, issuing a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to immediately cease those actions which are or may be a violation of Section 1 of this Article.

Section 3 – Any Unit Member who engages in any conduct which violates the provisions of Section 1 of this Article shall be subject to discharge without recourse under any Article of this Agreement or any policy or procedure of the College; provided, however, that a Unit

Member who alleges that they did not engage in any conduct prohibited by Section 1 may have such recourse, in which case the sole question to be decided will be whether the Unit Member engaged in any conduct prohibited by Section 1.

Section 4 –Nothing herein shall preclude the College or the Union from instituting a federal or state court action to remedy any violation of this Article.

ARTICLE 28
CONFORMITY TO LAW – SAVINGS CLAUSE

Section 1 – It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable federal, state and local law, and are separable. If any part of this Agreement is found to be invalid because of conflict with applicable federal, state or local law, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE 29
COMPLETE AGREEMENT

Section 1 – The College and the Union agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected; accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unequivocally waives the right to and agrees that the other shall not be obligated to bargain collectively with respect to any subject matter whether or not within the contemplation of the parties and whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them and may not be modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

**ARTICLE 30
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the College.

**ARTICLE 31
DURATION**

This Agreement shall go into effect on the date of its execution and shall continue in effect from its effective date until June 30, 2022, and shall thereafter automatically be renewed from year to year unless either party shall notify the other party in writing at least 60 days prior to any such expiration date that it desires to change or modify the terms thereof.

Executed on this ____ day of _____, 2017 in New York City, New York.

BARNARD COLLEGE

BARNARD CONTINGENT FACULTY, UAW, LOCAL 2110

APPENDIX A
FORM OF DEDUCTION AUTHORIZATION

The College will honor only those deduction authorizations that are submitted in the following form:

I hereby authorize and direct my Employer to deduct from my wages and to pay over to the Union on notice from the Union such amounts including initiation fees and assessments (if any owing by me) as my membership dues in said Union (or service charges) as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my Employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner.

Name: _____

Signature: _____

Date: _____

APPENDIX B
UAW Local 2110 Emblem Health Insurance Plan Premium Costs

Side Letter 1

Maida Rosenstein
President
UAW Local 2110
256 W. 38th Street, Suite 704
New York, NY 10018

Re: Same Course

Dear Maida:

I am writing to confirm the agreement of Barnard College and the Barnard Contingent Faculty Union, UAW, Local 2110 that for purposes of Article __, Section 5(a) of the parties collective bargaining agreement for the term March __, 2017 through June 30, 2022, courses whose course numbers or course titles changed without substantive change to the course content shall be treated as if they were the “same course.” The following are examples:

“Reinventing Literary History” First-Year Seminar courses with the following prior designations
FYSB

BC1156/1164/1168/1169/1170/1174/1182/1184/1186/1269/1270/1271/1329/1330/1332/1333
and FYS sections referred to as Legacy of the Mediterranean/Women & Culture/The Americas
should be considered the same course as the following current FYS designations: FYSB BC
1168/1170/1269/1270/1330/1333.

First-Year Writing formerly designated as ENGL BC1201 First-Year English should be
considered the same course as ENGL BC 1210/1211/1212.

Critical Writing formerly designated as ENGL BC3193 Literary Criticism and Theory should be
considered the same course as ENGL BC3193 Critical Writing (note that 2016-17 course
catalogue says explicitly "formerly called Literary Criticism & Theory").

Intermediate language courses formerly designated as 1201/1202 are now designated 2101/2102.

Very truly yours,

JACKSON LEWIS P.C.
Michael R. Bertoncini

Side Letter 2

Maida Rosenstein
President
UAW Local 2110
256 W. 38th Street, Suite 704
New York, NY 10018

Re: Effect of Past Service on Articles 11 and 19

Dear Maida:

I am writing to confirm that Unit Members' past service will count toward all threshold requirements in Article 11. For the sake of clarity, please note that the College will not be retroactively approving leaves under Article 19, so breaks in service will restart the clock.

Very truly yours,

JACKSON LEWIS P.C.
Michael R. Bertoncini

Side Letter 3

Maida Rosenstein
President
UAW Local 2110
256 W. 38th Street, Suite 704
New York, NY 10018

Re: Barnard College 403(b) Plan

Dear Maida:

I am writing to confirm the parties' understanding that the College intends, as Plan Sponsor of the Barnard College 403(b) Plan (the "Plan"), to amend the Plan to permit contributions consistent with the provisions of Article 20.D of the parties' collective bargaining agreement for the term _____, 2017 through June 30, 2022 (the Agreement). Pending such amendment, the College will continue to make contributions to Plan participants in the same manner it made such contributions on the date of ratification of the Agreement.

Very truly yours,

JACKSON LEWIS P.C.
Michael R. Bertoncini