

AGREEMENT
BETWEEN
BARNARD COLLEGE
AND
LOCAL 2110,
UNITED AUTO WORKERS

JUNE 1, 2005

TO

MAY 31, 2009

TABLE OF CONTENTS

ARTICLE	PAGE
1. RECOGNITION.....	1
2. UNION SECURITY.....	2
3. MANAGEMENT RIGHTS	3
4. RESPONSIBILITIES OF THE PARTIES.....	3
5. GRIEVANCE PROCEDURE	4
6. ARBITRATION	6
7. RESIGNATION	6
8. PERSONAL WORK	6
9. VISITATION, UNION ACTIVITY, BULLETIN BOARDS, NOTICE	7
10. NO DISCRIMINATION.....	8
11. PROBATIONARY EMPLOYEES	8
12. SENIORITY	8
A. Definition.....	8
B. Accrual	8
C. Loss of Seniority	9
D. Application.....	9
E. Layoff	10
F. Recall	10
13. JOB VACANCIES AND PROMOTIONS	11
14. DISCHARGE AND SUSPENSION	13
15. HOURS	13
16. OVERTIME.....	13
17. SEVERANCE PAY	14
18. VACATIONS.....	14
19. HOLIDAYS	15
20. SICK LEAVE	16
21. BEREAVEMENT LEAVE.....	16

ARTICLE	PAGE
22. UNPAID LEAVE OF ABSENCE	17
A. Pregnancy Leave.....	17
B. Infant Care Leave.....	17
C. Military Leave.....	17
D. Union Business.....	17
E. Other Leaves.....	18
23. FLEXIBLE HOURS.....	18
24. RETIREMENT PLAN.....	18
25. TUITION EXEMPTION	19
Distribution of Credit	20
26. MEDICAL INSURANCE.....	22
27. DENTAL INSURANCE.....	23
28. WAGES AND MINIMUMS	23
Wages.....	23
Minimums.....	24
Shift Differential.....	24
Seniority Payment.....	24
29. ELECTRONIC FUNDS TRANSFER.....	24
30. FLEXIBLE SPENDING ACCOUNT	24
31. CHILD CARE SUBSIDY	24
32. DAY CARE CENTER	25
33. TRANSIT CHEK	25
34. PERSONNEL FILES.....	25
35. PERFORMANCE EVALUATION.....	25
36. CREDIT UNION.....	25
37. JOB UPGRADES.....	26
38. STAFF/STEWARD TRAINING FUNDS.....	27
39. HEALTH AND SAFETY COMMITTEE	27
40. LUNCH AND DINNER MONEY	28
41. JURY DUTY.....	28
42. EFFECT OF LEGISLATION - SEPARABILITY.....	28
43. SUCCESSORS AND ASSIGNS	29

ARTICLE	PAGE
44. SEXUAL HARASSMENT.....	29
45. TECHNOLOGICAL CHANGE	29
46. UNION V-CAP CHECKOFF FUND.....	30
47. UNION MEETINGS	30
48. EFFECTIVE DATES AND DURATION.....	30
EXHIBIT A – MINIMUMS AND PAY GRADES.....	32
LETTERS OF AGREEMENT.....	33

This Agreement is made and entered into as of the 1st day of June 2005, by and between BARNARD COLLEGE in the City of New York (hereinafter called "the College") and LOCAL 2110, United Auto Workers (hereinafter called the "Union"), acting herein on behalf of the employees of the College, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees".

WITNESSETH:

WHEREAS, Barnard College recognizes the Union aforesaid as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties DO HEREBY AGREE AS FOLLOWS:

1. RECOGNITION

The College recognizes the Union as the sole and exclusive collective bargaining representative of the Employees in the following bargaining unit:

- (a) All full-time and regular part-time office clerical employees and other non-professional administrative staff employees employed by the College including administrative assistants, assistant directors, and assistants to the directors;
- (b) Excluded from the bargaining unit are graduate assistants in the residence halls, all Barnard College student employees (including Teachers College, and Columbia University), officers, executives and managerial employees of Barnard College, directors, associate directors, assistant bursar, assistants to the President, assistant registrar, resident directors, resident counsellors, assistant controller, executive assistant controller's office, part-time and temporary employees as defined herein, confidential employees, employees represented by other unions, professional employees, guards, watchmen and supervisors, as defined in the Act.

A regular part-time employee is one who works ten (10) hours or more per week and shall receive pro-rata benefits.

A temporary employee is one who is hired for a period of up to four (4) months and is so informed at the time of hire and who is hired for a

special project or to replace an employee on leave of absence or vacation. Any holidays falling during the first (30) days of the temporary employment of a full-time employee will not be paid. The said four (4) month period may be extended for the length of a leave of absence. If a temporary full-time employee is selected to fill a vacancy within the bargaining unit, or if the temporary position becomes a permanent position, the employee will be included in the bargaining unit. In such cases, the previous period of temporary employment shall be credited towards employee benefits under this Agreement. Upon the expiration of the temporary position, the employee who held that position will be given preference in consideration of any vacancies which then exist and for which the employee is qualified, provided that nothing in this clause shall violate Article 13 dealing with job vacancies and promotions. If a temporary employee is employed beyond four (4) months, such employee must become a member of the Union.

When it becomes necessary, the College may hire a temporary employee to fill a job vacancy in the bargaining unit for a maximum of eight (8) weeks, while an active search is made for a permanent replacement. The College may request a four (4) week extension, which extension shall not be unreasonably denied.

2. UNION SECURITY

All employees shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment or thirty (30) days after the execution date, whichever is later, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Subject to Articles 5 and 6, hereinafter, an employee who has failed to maintain membership in good standing as required by this Article shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

The Union agrees that it will indemnify and hold the College harmless from any recovery of damages sustained by reason of any action taken under this Article.

Upon written notice from the Union, the College will deduct all Union membership dues as provided for in the authorization form set forth below, upon condition that at the time of such notice, the Union shall furnish

the College with a written authorization executed by the employee 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 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 (50) fifty days, before any such anniversary date, or on the termination date of the collective bargaining agreement covering my employment, by like notice, prior to such termination date, whichever occurs the sooner."

The College will notify the Union promptly of any revocation of such authorization received by it.

3. MANAGEMENT RIGHTS

Except as in this Agreement otherwise provided, the College retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations; to discontinue or reorganize or combine any department or office with any consequent reduction or other changes in the working force; to hire and lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities; in addition, to exercise the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

4. RESPONSIBILITIES OF THE PARTIES

Each of the parties hereto acknowledges the rights and responsibilities of the other party and hereby agrees to discharge its responsibilities under this Agreement.

The Union, its officers and representatives at all levels, and all employees, are bound to observe the provisions of this Agreement.

The College, and its representatives at all levels, are bound to observe the provisions of this Agreement.

During the life of this Agreement, the Union will not cause, or cause the employees represented by it to cause, nor will any such employee take part in any strike, slowdown, work stoppage, or any other concerted interference with the College's work. No officer or representative of the

Union shall authorize, instigate, aid, or condone any such activity and no employee shall participate in any such activity.

Should any employee or employees take part in any strike or other Union activities contrary to the terms of this provision, the College shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the employee or employees concerned immediately returned to work in the case of a strike or to cease any other activity prohibited by this Article:

Publicly disavow such action by the employees.

Advise the College in writing that such action by employees has not been called or sanctioned by the Union.

Notify employees of its disapproval of action and instruct such employees to cease such action and to return to work immediately.

Post notices at Union bulletin boards advising that it disapproves such action and instructing employees to return to work immediately.

The College agrees there shall be no lockout of any kind whatsoever during the life of this Agreement.

Any violation of this Article shall be subject to the grievance and arbitration procedures established and described in this Agreement.

Any employee or employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the College's work in violation of this Agreement, will be subject to disciplinary action, at the discretion of the College, up to and including discharge. Such disciplinary action shall be subject to the grievance procedure.

5. GRIEVANCE PROCEDURE

Adjustments of all complaints, disputes, controversies, and grievances of any kind or nature arising between the College and the Union concerning the interpretation, operation, application or performance of the terms of this Agreement, or any complaint, dispute, controversy or grievance involving a claimed breach of any of the terms or conditions of this Agreement shall be undertaken in accordance with the following procedure:

STEP 1. Any employee feeling him/herself aggrieved shall discuss the grievance within ten (10) days from the time the grievance arises or when the employee becomes aware of it with the immediate supervisor

either alone or, at the employee's option, accompanied by a Union representative. Such immediate supervisor shall give an answer to said grievance within five (5) working days. However, whenever a department head is the employee's immediate supervisor, the grievance procedure shall begin at Step 2.

STEP 2. If the grievance is not settled satisfactorily in Step 1, then within five (5) working days after receipt of the immediate supervisor's answer referred to in Step 1, the employee, with or without a Union representative, shall present a written grievance in person to the grievant's department head or that person's designee. A grievance so presented shall be answered by the department head or that person's designee within five (5) working days after its presentation.

STEP 3. If the grievance is not satisfactorily settled in Step 2, the grievance may within five (5) working days after the answer in Step 2, be presented in this step to the Director of Human Resources, or a designated representative of the Director. At the third step a grievance must be presented in writing. The Director of Human Resources, or the designee, shall, within five (5) days of the receipt of said written grievance, discuss the matter together with the Union representative, the supervisor, and with the aggrieved employee, unless the employee waives the right to be present; and the Director or the designee shall render a decision in writing within ten (10) working days after the meeting.

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.

Anything to the contrary herein notwithstanding, a grievance concerning discharge may be presented initially at Step 3 in the first instance within five (5) working days from the time of the discharge, provided the Union is notified within twenty-four (24) hours of the discharge.

Without waiving their statutory rights, a grievance either on behalf of the College or the Union may be presented initially at Step 3 by notice in writing addressed to the Union at its offices, or to the College.

All time limits herein specified shall be deemed to be regular working days.

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

A grievance which affects a substantial number of a class of employees, and which the College representative designated in Step 1 and 2

lacks authority to settle, may initially be presented at Step 3 by the Union representative.

6. ARBITRATION

A grievance, as defined in Article 5, which has not been resolved thereunder may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the College or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Article 5, and he or she shall have no power to add to, subtract from, modify, alter or amend in any way any of the terms of this Agreement.

It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

There shall be expedited arbitration for all discharges, without processing through the American Arbitration Association, using the following arbitrators: Ralph Berger, Howard Edelman, and Susan McKenzie.

7. RESIGNATION

An employee who resigns shall give the College two (2) weeks advance notice.

An employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination. If notice is not given as provided above, an employee shall not be entitled to such payment, provided it was possible for the employee to have given such notice.

8. PERSONAL WORK

No employee shall be required to do personal work for his/her superior or for any other employee. Some examples of this are serving coffee and running personal errands.

9. VISITATION, UNION ACTIVITY, BULLETIN BOARDS, NOTICE

A representative of the Union shall have reasonable access to the appropriate College departments and offices for the purpose of conferring with the delegates of the Union and/or employees covered by this Agreement, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter upon the College's premises for this purpose, the representative shall advise the Director of Human Resources or his/her designee, as the College shall state. Such visits shall not interfere with the operation of the department or office.

No employees shall engage in any Union activity, including the distribution of literature, which would interfere with the performance of work.

The College shall provide bulletin boards in reasonably accessible places for Union notices in the following locations: the employee lounge, McIntosh Hall, Plimpton, the second floor of the Library and the board currently in Milbank. No notices which are derogatory to the College shall be posted.

The College will provide notice to the Unit Chair or other appropriate individual designated by the Union: (a) of temporary employees performing unit work, including name, location, salary, date of hire, expected date of termination, and purpose of employment; (b) together with the regular notification of hires and termination, of change in employment status from part- to full-time or full- to part-time; and (c) of the Desk Attendant schedule.

The College agrees to provide space on campus for meetings with bargaining unit employees. This space will be provided during lunch time or after 5:00 p.m.

The College agrees to provide the Union with a locked file cabinet.

The grievance committee, comprising three (3) employees, shall have a maximum of one (1) hour per week, without loss of pay, in which to handle an active grievance.

Each steward, to a maximum of five (5), shall be allowed a maximum of one (1) hour per week, without loss of pay, in which to handle an active grievance.

Each steward, to a maximum of five (5), and one (1) local officer shall be granted two (2) hours off with pay three (3) times per year to attend Union meetings.

Effective June 1, 2005 there shall be a total of eight (8) days per year, in the aggregate, of release time for union activity. The release time is to be designated by the Union with prior notice to the College.

10. NO DISCRIMINATION

Neither the College nor the Union shall discriminate against or in favor of any employee because of race, color, sex, creed, national origin, political belief, marital status, sexual preference, age, or a disability, or against any person because of Union membership.

11. PROBATIONARY EMPLOYEES

Newly hired employees shall be considered probationary for a period of ninety (90) days from the date of employment excluding time lost for sickness and other leaves of absence with no ability to extend.

During or at the end of the probationary period the College may terminate any such employee at will and such termination shall not be subject to the grievance and arbitration procedures of this Agreement.

Furthermore, any such employee is not required to give (2) two weeks notice of resignation if said employee desires to leave during this period.

12. SENIORITY

A. DEFINITION:

- (1) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity for the College.
- (2) Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within a department.

B. ACCRUAL

- (1) An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last date of hire.
- (2) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay, provided that the

employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous lay-off not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment; if the employee is recalled into employment; and during a sick leave of up to twelve (12) months.

- (3) Classification seniority shall accrue during the periods specified in Section B(2) hereof and during the time an employee works in a specific job classification.
- (4) Temporary employees, as defined in Article I, shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee, then such employee's seniority shall be retroactive to the date of employment, except as otherwise provided in Section D(3) hereof.
- (5) An employee who terminates voluntarily after four (4) years of continuous employment may return within one (1) year with no loss in seniority. Seniority credit shall not be given for time not employed.

C. LOSS OF SENIORITY:

An employee's seniority shall be lost when he/she:

- (1) Terminates voluntarily, except as provided for in Section B(5) hereof.
- (2) Is discharged for cause.
- (3) Willfully exceeds an official leave of absence.
- (4) Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less.

D. APPLICATION:

- (1) Bargaining unit seniority shall apply in the computation and determination for eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (2) Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided, except that bargaining unit seniority shall be used for vacation

scheduling for any employee who must change jobs due to College reorganization.

- (3) Employees specifically covered by this Agreement, as set forth in Article 1, whose pay is charged to a special or non-budgetary fund and who are informed at the time of their hire or at the time of transfer that their employment is for a special non-budgetary or research project and subject to this provision, shall, for the purposes of layoff, be considered to have classification seniority which may be exercised only within the project or grant to which assigned. Such employees shall be considered to have bargaining unit seniority for purposes of transfer or recall to a vacant position outside of the special project, provided in each case that the employees retained or recalled have the ability to do the work.

E. LAYOFF:

- (1) In the event of a layoff within a job classification, in a department, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority.
- (2) In the event an employee is scheduled to be laid off in one department and there exists a vacant position in another department which the employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such employee scheduled to be laid off to such vacant job. In this case the job vacancy will not be posted.

If the employee has at least two (2) years bargaining unit seniority at the time of layoff he/she may elect to displace the least senior employee in the same or lesser classification in the bargaining unit whose job he/she is qualified to perform.

- (3) As soon as the College knows that an employee is to be laid off it will notify that employee of the intent to lay-off but in no case shall notice be less than four (4) weeks.

F. RECALL:

- (1) Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in

the reverse order in which they were laid off. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then the laid off employee with the most bargaining unit seniority will be recalled if he/she has the ability to do the work and, if not, the next senior employee will be recalled and so on.

- (2) Recall rights shall expire after twelve (12) months from the date of layoff, provided the employee notifies the Human Resources Office of continuing interest in being recalled (including his/her current address) each four (4) months. For purposes of this notification the Human Resources Office will provide forms and two stamped, addressed envelopes marked with the dates the notices should be sent to the Human Resources Office.
- (3) Probationary employees who have been laid off have no recall privileges.

13. JOB VACANCIES AND PROMOTIONS

When it is desired to fill any vacancy occurring in a classification within the scope of the bargaining unit, the following procedure will be observed, taking into account an employee's work record, ability, experience, and where these qualifications are approximately equal, preference will be given to the employee who has been in the employ of the College the longest:

- (a) All job vacancies shall be posted by the College for five (5) regularly scheduled work days on the bulletin boards. Such notice shall contain a job description, the requirements for the job, the classification, and the salary range. A copy shall be given to the Union representative designated in writing by the Union.
- (b) All interested employees shall apply in writing to the Director of Human Resources within the above described five (5) day period. All employees who have so applied shall be considered for the position.
- (c) If the College determines that no employee who has applied is qualified for the position, then the College shall fill the vacancy as it may determine.
- (d) Upon request, the College will advise an employee in writing as to why he or she did not receive a promotion.

The employee, if any, awarded the job vacancy shall be placed in the new position within ten (10) work days from the time notification is received by the employee that the employee has been awarded the position. If the new position is in a different grade than the old position of the employee, his/her weekly pay rate shall be increased by five (5) percent per additional grade to a maximum of ten (10) percent or to the minimum for the new position whichever is greater.

The employee awarded the vacancy shall be given a trial period of thirty (30) days excluding time lost for sickness, and other leaves of absence. The College may request an extension for an additional thirty (30) days from the Union, which request shall not be denied, provided the College provides a reasonable reason for the extension. There shall be the following understanding:

- (a) If, during or at the end of the trial period, the employee demonstrates adequately the qualifications for the job, the employee will remain on the job.
- (b) If the employee fails during, or at the end of the trial period, to demonstrate adequately the qualifications for the job, the employee will be removed from the job.
- (c) Any employee removed from a job in this manner, or who requests that he/she be removed during the trial period shall have an opportunity to return to a job in an equivalent job classification from which the employee left and for which the employee is qualified, or to the one from which he/she was promoted displacing the person who has worked in that classification the shortest period of time.

The above provisions shall be subject to the grievance and arbitration provisions of this Agreement.

If a job vacancy occurs outside the bargaining unit and the College selects an applicant from outside the bargaining unit, the College, upon request from the Union, shall notify the Union of the reasons for the selection. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

14. DISCHARGE AND SUSPENSION

The College shall have the right to discharge any employee for just cause.

The College will notify the Union in writing of any discharge within twenty-four (24) hours of the time of discharge. If the union desires to contest the discharge, it shall give written notice thereof to the College within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth; however, commencing at Step 3 of the grievance procedure.

The College will notify the Union in writing of any suspension within twenty-four (24) hours of the time of suspension.

15. HOURS

The regular work week for all full-time employees shall consist of thirty-five (35) hours per week, divided into five (5) working days of seven (7) consecutive working hours per day, with a break for meal-time, not to exceed one (1) hour.

Full-time employees shall be entitled to one (1) rest period of fifteen (15) minutes each day, as assigned by the College to each employee.

16. OVERTIME

Employees shall be compensated at the rate of one and one-half times their regular pay for authorized time worked in excess of the regular full-time work week, up through forty (40) hours, by receiving, at the College's option, either pay or compensatory time off. Compensatory time off must be scheduled and used within ninety (90) days from the time worked and if, due to the College, it is not scheduled within ninety (90) days it shall be paid. Any authorized time worked after forty (40) hours shall be paid at a rate of time and one-half the regular pay.

Paid absences shall be considered as time worked for purposes of computing overtime. Unpaid absences shall not be considered as time worked.

There shall be no pyramiding of overtime.

17. SEVERANCE PAY

Employees with one (1) or more years of bargaining unit seniority who are permanently laid off shall receive severance pay at the rate of one (1) week's pay for each year of bargaining unit seniority, prorated, up to a maximum of eleven (11) weeks' pay, at his/her regular pay in effect at the time of such layoff. This provision does not apply to a quit, a discharge, or short-term layoff.

18. VACATIONS

All employees hired on or before December 31, 1983, shall be entitled to vacation during the term of this Agreement as follows:

- | | |
|------------------------------|---|
| (a) Less than ten (10) years | Vacation is earned at the rate of two (2) days per month for each full month of employment. |
| (b) After ten (10) years | Vacation is earned at the rate of two (2) days per month for each full month of employment, plus five (5) days credited on June 30. |

All employees hired on or after January 1, 1984, shall be entitled to vacation during the term of this Agreement. Such vacation shall be earned at the rate of two (2) days per month for each full month of employment, regardless of length of employment.

New employees hired on or before the fifth (5th) of any month shall be given credit for the month after the completion of six (6) months of employment. New employees may not take any vacation until completion of six (6) months of employment.

Employees terminating during their first six (6) months of employment shall not be entitled to vacation credit or pay.

Upon the completion of six (6) months of employment, only employees terminating on the last working day of any month shall be given credit for the month.

The vacation year is July 1 to June 30. Vacation earned during one vacation year must be taken by the end of the following vacation year.

Vacations may be scheduled throughout the calendar year according to seniority and consistent with the adequate functioning of the

operations, as determined by the College. Vacation scheduling requests may not be unreasonably denied.

Vacations cannot be extended or cancelled during a scheduled vacation period without the consent of the College.

Pay in lieu of unused vacation for terminating employees shall be in accordance with Article 7.

At the end of each academic year, nine (9) month Desk Attendants may request to be paid for up to seventy (70) hours of accrued vacation time.

The following limitations shall apply to vacations:

- (a) Vacation shall not be cumulative.
- (b) Vacation time shall not accrue during a leave of absence.

19. HOLIDAYS

Employees, after their first thirty (30) days of employment, shall be entitled to paid holidays within each calendar year as follows:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Election Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

In addition to the above holidays there shall be three (3) personal days, except ten (10) month employees shall receive two (2) personal days. A new employee, following the completion of the probationary period, can take three (3) personal days if hired prior to January 1, and two (2) personal days if hired after January 1. This is on a July 1 to June 30 basis.

In the event employees are required to work on any of the holidays specified above, they shall be paid for all hours worked on the holiday at the rate of one and one-half times their regular rate, and shall, in addition, receive an additional day off with regular pay, or an extra day's pay in lieu thereof, at the College's discretion. Desk Attendants and Dispatchers who work a double shift on a holiday shall receive full holiday pay for both shifts.

20. SICK LEAVE

Employees, after one (1) year of employment, shall be entitled to ten (10) paid sick leave days. During the first year of employment, upon completion of the probationary period, employees shall receive five (5) paid sick leave days. Credits may be used in units of ½ days (3 ½ hours) but not less than ½ days. Any allowance available under New York State disability laws shall be deducted by the College from sick leave payments.

Unused sick leave may be accumulated up to a maximum of sixty (60) days.

To be eligible for benefits under this Article, an employee, other than a Desk Attendant or Dispatcher, who is absent due to illness or injury must notify his/her supervisor within one (1) hour after the start of his/her regularly scheduled work day, unless proper excuse is presented for the employee's inability to call. A Desk Attendant or Dispatcher must notify the person on duty directly or through the front desk at least three (3) hours before the start of his/her scheduled shift; except that a Desk Attendant or Dispatcher whose shift begins between 6:00 a.m. and 8:00 a.m., must do so at least two (2) hours before the start of his/her scheduled shift. The College may require proof of illness hereunder for lengthy illness or where a pattern of absences develops.

Sick leave may be used for a doctor's appointment that cannot be scheduled outside of working hours. It may also be used for a reasonable amount of time when the employee's presence is required at home because of the illness of a family member requiring his/her care.

If an employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the College at the time of resignation, layoff, or dismissal.

21. BEREAVEMENT LEAVE

An employee will be granted a special paid leave of up to three (3) days in case of death in the immediate family (spouse, child, parent, parent-in-law, grandparent, sibling). In special cases the College will extend bereavement leave to cover the death of other members of the family, or the death of close friends.

22. UNPAID LEAVE OF ABSENCE

Employees shall be eligible for unpaid leave in accordance with the following:

A. PREGNANCY LEAVE:

- (1) Leave for the period of disability due to pregnancy or childbirth shall be treated in the same manner as leave for reasons of disability due to other causes.
- (2) A pregnant woman who spends substantial time working at a CRT may elect to use any or all of her infant care leave (section B, below) during pregnancy. If she takes more than seven (7) months leave pursuant to this provision, or if her leave under this provision plus her disability leave due to pregnancy or childbirth exceeds nine (9) months, she shall be placed on the recall list in accordance with the procedures of Article 12(F)(2), and shall be given preference for all job vacancies over new applicants.

B. INFANT CARE LEAVE: All full-time employees after one (1) year of continuous service are eligible for infant care leave for a period of up to seven (7) months after the birth of his/her child or after the completion of any disability leave due to childbirth. The commencement of the leave shall be mutually agreed upon between the employee and the supervisor. Upon return from such leave, the employee shall be returned to a job in the same or equivalent job classification. At the end of an infant care leave of more than seven (7) months, or at the end of a combined disability and infant care leave of more than nine (9) months, an employee shall be placed on the recall list in accordance with the procedures of Article 12(F)(2) and shall be given preference for all job vacancies over new applicants.

C. MILITARY LEAVE: Leaves of absence for the performance of duty with the U. S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

D. UNION BUSINESS:

- (1) A leave of absence for a period not to exceed a total of five (5) days per year shall be granted to employees in order to attend Union conferences or conventions, provided such leaves will not interfere with the operation of the College.

- (2) During the term of this Agreement, one (1) employee at a time with a maximum of two (2) employees, shall be entitled to a leave of absence to join the staff of the Union. Upon return from a leave of nine (9) months or less, such employee shall be returned to a job in his/her former or equivalent job classification, as provided below. At the end of a leave of more than nine (9) months, such employee shall be placed on the recall list in accordance with the procedures of Article 12(F).

E. **OTHER LEAVES:** Leaves of absence, without pay, for other reasons will not be unreasonably denied by the College.

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay nor to accrue sick leave time, vacation, or seniority. When an employee returns to work following an authorized leave of absence, he/she shall be reinstated to his/her former classification or equivalent classification, with seniority.

23. FLEXIBLE HOURS

Flexible hours shall be arranged for any employee who has need, provided the operation of the department continues to function. Reasons for such flexibility may be but are not limited to school needs for children, medical needs, or daytime classes which are not available outside of regular working hours. Once established, a request for a change in hours may not be substituted more than once a year, except for variations in courses and other extenuating circumstances. The College shall also have the right to request an employee to re-arrange his/her hours.

24. RETIREMENT PLAN

The Barnard College TIAA/CREF Retirement Plan for Non-Academic Employees shall continue in full force and effect during the term of this Agreement.

Those regular part-time employees who work five hundred twenty (520) hours or more per year shall be eligible for the Barnard College TIAA/CREF Retirement Plan for Non-Academic Employees.

Employees who retire in accordance with the provisions of the Barnard College TIAA/CREF Retirement Plan for Non-Academic Employees, will be eligible to participate in the Health Maintenance Organization plans for the College's custodial and security personnel represented by TWU, Local 264. For employees hired on or after January 1,

1996, the eligibility requirements for continuation of health benefits for employees after retirement from the College shall be age 62 and 10 years of service to the College. The Union agrees that whatever modifications to such plans are agreed upon by the College and TWU, Local 264, shall apply to eligible Local 2110, U.A.W., bargaining unit employees without prior notice to, negotiation with, or approval of Local 2110, U.A.W.

For employees who, upon reaching age 62, elect to retire early and are offered participation in the group plans for TWU, Local 264, employees, in accordance with the above provision, the cost will be shared equally by the College and the employee.

25. TUITION EXEMPTION

Employees hired on or before December 31, 1983 are eligible for tuition exemption benefits as follows:

- (a) Full-time twelve (12) month employees are eligible for six (6) credits in the fall semester, six (6) credits in the spring semester, and three (3) credits in the summer; a total of fifteen (15) credits in the Tuition Aid Year. Those full-time twelve-month employees who have completed two (2) years of service will be eligible for three (3) additional credits for a total of eighteen (18) credits: seven (7) in the fall, seven (7) in the spring and four (4) in the summer. Thereafter all such employees will be eligible for a total of eighteen (18) credits in the Tuition Aid Year following their completion of two (2) years of service.
- (b) Part-time twelve (12) month employees are eligible for a pro-rata amount of the above.
- (c) Full-time nine (9) or ten (10) month employees are eligible for six (6) credits in the fall and six (6) credits in the spring; a total of twelve (12) credits in the Tuition Aid Year. Those full-time nine (9) or ten (10) month employees who have completed two (2) years of service will be eligible for two (2) additional credits for a total of fourteen (14) credits: seven (7) in the fall and seven (7) in the spring. Thereafter all such employees will be eligible for a total of fourteen (14) credits in the Tuition Aid Year following their completion of two (2) years of service.
- (d) Part-time nine (9) or ten (10) month employees are eligible for a pro-rata amount of the above.

Employees hired on or after January 1, 1984 are eligible for tuition exemption benefits as follows:

- (a) Full-time twelve (12) month employees are eligible for six (6) credits during the fall semester, six (6) credits in the spring semester and three (3) credits in the summer; a total of fifteen (15) credits in the Tuition Aid Year. However, after two (2) years of employment, such employees may carry over up to three (3) credits to another semester within the Tuition Aid Year if they are doing so as part of a degree program in which they are matriculated.
- (b) Part-time twelve (12) month employees are eligible for a pro-rata amount of the above.
- (c) Full-time nine (9) or ten (10) month employees are eligible for six (6) credits in the fall and six (6) credits in the spring; a total of twelve (12) credits in the Tuition Aid Year. However, after two (2) years of employment, such employees may carry over up to two (2) credits to another semester within the Tuition Aid Year if they are doing so as part of a degree program in which they are matriculated.
- (d) Part-time nine (9) or ten (10) month employees are eligible for a pro-rata amount of the above.

Employees become eligible for the applicable tuition exemption benefits the first semester after the end of their probationary period.

DISTRIBUTION OF CREDIT

<u>Date of Employment</u>	<u>Eligibility</u>
Before end of fall semester registration	Full year's tuition credits
After fall semester registration but before the end of spring registration	Spring and summer credits
After spring registration but before the end of summer registration	Summer credits

Employees may request an exception to the standard distribution of credits as outlined above. However, no employee can exceed the total number of credits for which he/she is eligible for the Tuition Aid Year nor can credits be used in advance.

Tuition under this provision will be paid for courses which are part of a program of study leading to a degree or certificate, individual academic courses for which credit is given, and individual courses which are job related. Courses must be taken at accredited institutions of higher education and recognized business or trade schools.

Effective January 1, 2003, the following tuition exemption limits apply:

- Non-job related certificate programs – tuition exemption limited to one thousand dollars (\$1,000) per employee per calendar year.
- Non-job related individual academic courses – tuition exemption, per semester, is limited to the then current cost of three (3) credits at the Columbia University School of General Studies.

Tuition under this provision will be paid for completed courses while the employee is continuously employed and in which the employee attains a passing grade under the rules of the educational institution where the course is taken.

Employees who do not complete a course for which the College has paid and/or fail to meet the grade requirement will be responsible for reimbursing the College for the tuition paid. The employee may elect not to reimburse the College under the following conditions:

- (a) The employee will lose eligibility for tuition exemption for two semesters, after which time the employee will regain eligibility for tuition, or
- (b) The employee may obtain approval from the College for a course in accordance with the usual practice, pay in advance for the course and, if the course is completed with a passing grade, the employee may submit a receipt to the College for reimbursement of the tuition.

Upon application for tuition reimbursement an employee shall authorize the College to deduct the amount of reimbursement from the employee's pay upon the employee's voluntary separation from the College up to the pro-rata amount of the tuition paid based on the portion of the semester worked.

Daughters of full-time employees who are accepted for admission to Barnard under the normal admission procedures shall be entitled to eight (8) semesters of full tuition.

If courses should ever be available to employees at the College, it is expected that, where feasible, employees would take courses at the College rather than elsewhere.

26. MEDICAL INSURANCE

Eligible employees who work more than seventeen and one-half (17-1/2) hours per week shall receive individual and family group health insurance coverage as agreed upon by the College and the Union. Employees hired on or after March 4, 1993, who work fewer than seventeen and one-half (17-1/2) hours per week will be eligible for individual coverage only.

Employees hired on or after July 1, 2005 will be eligible for coverage as follows:

- (i) Employees who work ten (10) to seventeen and forty-nine hundredths (17.49) hours per week (0.28 to 0.49 of the Full Time Equivalent "FTE") shall be eligible for individual coverage only and shall, for the first five (5) years of employment, be responsible for paying fifty (50%) percent of such individual coverage. After five (5) years of employment, such employees shall be responsible for paying twenty-five (25%) percent of such individual coverage.
- (ii) Employees who work seventeen and one-half (17.5) to twenty-seven and ninety-nine hundredths (27.99) hours per week (0.50 to 0.79 FTE) shall be eligible for individual coverage at no cost to the employee. In addition such employees shall be eligible for family coverage and shall, for the first five (5) years of employment, be responsible for paying fifty (50%) percent of such family coverage. After five (5) years of employment, such employees shall be responsible for paying twenty-five (25%) percent of such family coverage.
- (iii) Employees who work twenty-eight (28) to thirty-five (35) hours per week (0.80 to 1.00 FTE) shall be eligible for individual and family coverage at no cost to the employee.

The College will enroll eligible employees in its own life insurance and disability programs and pay the premiums. The Union agrees that any changes the College makes in such plans or the carriers of such plans, provided that the coverage remains the same or substantially equivalent to

that now provided, is in the College's sole discretion and will not be subject to collective bargaining or grievance.

Effective July 1, 2005, an employee who is eligible for health insurance coverage and waives such coverage will receive a monthly payment of \$83.33 (total yearly payment of \$1,000.00) in lieu of benefits. In order to be eligible for this payment, annually the employee must submit satisfactory proof of coverage under another health insurance plan. Employees who waive coverage may terminate the waiver and elect coverage if there is a change in the employee's spouse's employment status that results in the loss of coverage. This waiver of coverage payment is not available to employees where both the employee and his/her spouse work for Barnard.

27. DENTAL INSURANCE

Effective July 1, 2005 eligible employees shall receive dental insurance through the GHI PPO – Option II Plan (Preferred Schedule In-Network/Spectrum Schedule Out-of-Network).

Throughout the term of this Agreement the College shall pay the full amount of insurance premiums associated with this coverage (*i.e.* \$14.57 for individual coverage and \$53.27 for family coverage as of July 1, 2005).

The College and the Union agree to convene a sub-committee that will meet to review cost containment approaches if the increase in insurance premiums associated with this dental coverage exceeds 7% in any one year.

28. WAGES AND MINIMUMS

WAGES: Effective June 1, 2005, all employees shall receive a wage increase of three (3%) percent on the May 31, 2005 wage, or the minimum for their respective grades as shown in Exhibit A hereto, whichever is greater.

Effective June 1, 2006, all employees shall receive a wage increase of three (3%) percent on the May 31, 2006 wage, or the minimum for their respective grades as shown in Exhibit A, whichever is greater.

Effective June 1, 2007 all employees shall receive a wage increase of three and one-half (3.5%) percent on the May 31, 2007 wage or the minimum for their respective grades as shown in Exhibit A hereto, whichever is greater.

Effective June 1, 2008 all employees shall receive a wage increase of three and one-half (3.5%) percent on the May 31, 2008 wage or the minimum for their respective grades as shown in Exhibit A hereto, whichever is greater.

MINIMUMS: The minimum for each pay grade shall be in accordance with Exhibit A.

SHIFT DIFFERENTIAL: A night shift differential for all regularly scheduled hours worked during shifts beginning between 2:00 p.m. and 2:00 a.m. shall be eighty (.80) cents per hour effective March 1, 2004.

SENIORITY PAYMENT: On January 1st of each contract year employees who have attained their five, ten, fifteen, twenty or twenty-five year anniversary in the prior year will receive \$150.00 payment added to the employee's rate (prorated based on hours worked per week.)

29. ELECTRONIC FUNDS TRANSFER

Paper checks will continue to be paid on Thursdays. So long as Citibank is the payroll-processing bank, direct deposit will be available on Thursday and at all other banks on Friday. If Barnard changes its payroll-processing bank, it will use good faith effort to continue Thursday direct deposit at the successor payroll-processing bank.

30. FLEXIBLE SPENDING ACCOUNT

Employees shall be permitted to enroll in the College's Flexible Spending Account plan for child care as of the January 1988 enrollment period. The College shall pay the administrative fee. The College reserves the right to modify or discontinue the Flexible Spending Account plan, without the prior consent of or notice to the Union, in the event of enactment or amendment of applicable laws or of the plan administrator's requirements, which affects the cost or terms of the present plan.

31. CHILD CARE SUBSIDY

The College will provide a fund of \$28,000 effective June 1, 2005; \$29,000 effective June 1, 2006; \$30,000 effective June 1, 2007; and \$31,000 effective June 1, 2008 to be distributed as a child care subsidy to employees with children who are twelve years of age and under, in accordance with a formula to be developed by the Union and approved by the College, such approval not to be unreasonably withheld.

32. DAY CARE CENTER

The College agrees that in the event it establishes a Day Care Center, it will extend the privilege to children of employees in the bargaining unit.

33. TRANSIT CHEK

Barnard will implement "Transit Chek" by July 1, 1999 so that Local 2110 employees may purchase transit vouchers using pre-tax dollars.

34. PERSONNEL FILES

Any employee may review his/her personnel file once every six (6) months without an appointment and twice a year with an appointment, in accordance with procedures established by the Human Resources Office.

Warning letters will be removed from personnel files after two (2) years, provided that no disciplinary action for a related or similar offense has occurred.

35. PERFORMANCE EVALUATION

Any performance evaluation of an employee by the College will be shown to the employee and initialed by the employee. The initialing by the employee means that he/she has read the evaluation and does not mean acceptance.

36. CREDIT UNION

Upon written notice from the 65 Family Federal Credit Union the College will deduct all Credit Union payments as provided for in the authorization form set forth below, upon condition that at the time of such notice, the 65 Family Federal Credit Union shall furnish the College with a written authorization executed by the employee in the following form:

"I hereby authorize and direct my Employer to make deductions from my salary each pay period and transmit monthly such amount to the 65 Family Federal Credit Union - 113 University Place, 5th Floor, New York, NY 10003 to be credited towards my Credit Union Account. This authorization shall be effective until revoked on thirty (30) days written notice to the Employer."

The College agrees that upon individual authorization from members, periodic Credit Union payments shall be deducted by the College from such members' pay each pay period and forwarded to the Credit Union within seven (7) days after the last pay period of each month.

The College will notify the Union promptly of any revocation of such authorization received by it.

37. JOB UPGRADES

The Job Evaluation Committee will include two members who are bargaining unit employees. The unit chair and stewards may select the bargaining unit employee, who must have at least two (2) years of seniority. The College may require a replacement of such representative after a minimum of one (1) year's service. If there is a change in any committee member, either the Human Resources Office or the Union, as appropriate, will so notify the other.

The College will notify in advance, in writing, the unit chair and the job evaluation representatives, of which positions are scheduled to be reviewed by the Job Evaluation Committee and will copy the unit chair on the letter notifying an employee whose position was considered for reclassification, of the results of the Committee's consideration.

The packet of information regarding jobs to be evaluated will be sent to members of the Job Evaluation Committee and the Unit Chair two weeks in advance of a Committee meeting. A bargaining unit employee whose job is to be evaluated will receive a written notice of the meeting and the notice will include reference to the fact that the employee is entitled to have a Union representative present for such evaluation. The supervisor of the bargaining unit employee whose job is to be evaluated will receive a written request to attend the meeting.

Any bargaining unit employee may make a presentation in support of his/her job re-evaluation. Any bargaining unit employee shall be entitled to have a steward or Union representative present to assist in any appearances before the Job Evaluation Committee. The College will notify the employee involved of the day and date of a meeting to review his/her job classification and his/her right to make a presentation to the Job Evaluation Committee and to have a Union representative present for such presentation. Any bargaining unit employee shall be entitled to a copy of any reports made by the Job Evaluation Committee with respect to his/her request for reclassification.

The College shall make a decision on job reclassification within ninety (90) days after a written request by the employee for such reclassification.

Decisions on requests for upgrades shall be subject to the grievance and arbitration procedure.

The College will notify the unit chair when a position has been reclassified out of the bargaining unit.

38. STAFF/STEWARD TRAINING FUNDS

The College will provide a fund of \$1,000 effective June 1, 2005; \$1,000 effective June 1, 2006; \$1,000 effective June 1, 2007; and \$1,000 effective June 1, 2008 (for a total of \$4,000) to be used as part of a Staff Development Fund for Job-Related Training.

The College will provide a fund of \$1,000 effective June 1, 2005; \$1,000 effective June 1, 2006; \$1,000 effective June 1, 2007; and \$1,000 effective June 1, 2008 (for a total of \$4,000) to be used as part of a Steward Training Fund.

39. HEALTH AND SAFETY COMMITTEE

(a) The Union and the College agree to the formation of an advisory Health and Safety Committee. The Committee will establish its own meeting schedule. Its functions will be to investigate health and safety complaints and to make recommendations to management to resolve reported health and safety problems. The College recognizes the need to maintain a reasonably safe, healthful and sanitary workplace. The Union shall be entitled to have two (2) bargaining unit employee representatives on the Committee to be selected by the stewards who may serve so long as their service on the Committee does not unreasonably interfere with the performance of their regular duties. Committee members shall receive regular wages for all Committee activities performed during regular working hours. In case of emergency, the Health and Safety Committee shall be convened within twenty-four (24) hours.

In the event no agreement is reached over any matter discussed within the Health and Safety Committee, it shall be filed at Step 3 if more than one department is involved or at Step 2 if only one department is involved.

(b) In the event of an emergency, the College will notify the Union's Health and Safety Officer.

(c) The College will send copies of test results or other clearance notification to the Union's Health and Safety Officer in a timely manner.

(d) The College shall give the Union's Health and Safety Officer advance notification of construction work in bargaining unit areas.

(e) When any member of the bargaining unit is being relocated to new facilities, the College shall conduct a health and safety walk-through of the new facilities together with the Union Health and Safety representatives.

(f) When designing new work stations, the College will make reasonable efforts to reduce eyestrain and physical strain, taking into account current information on safety and "ergonomic" design, musculo-skeletal problems, and possible hazards arising from exposure to low-frequency magnetic fields.

40. LUNCH AND DINNER MONEY

Any employee working on a Saturday, Sunday or holiday which is not a regularly scheduled work day, shall receive \$5.00 lunch money.

Any employee scheduled to work more than two (2) hours past his/her regularly scheduled work time, and who is being compensated in accordance with the overtime provisions herein, shall receive \$7.00 dinner money. The above employee shall also be entitled to taxi fare in an amount not to exceed \$10.00.

Such payments are to be made only for actual expenditures up to the maximum amount provided in this Section and only upon presentation of receipts for the meal or transportation actually taken.

41. JURY DUTY

The College agrees to continue its past practice pertaining to jury duty.

42. EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

43. SUCCESSORS AND ASSIGNS

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

44. SEXUAL HARASSMENT

Barnard College is committed to the principle that no employees shall be subject to sexual harassment, which includes but is not limited to, unwanted verbal or physical sexual attention. In the case of such harassment, an employee may pursue the grievance procedure. Grievances under this Article will be processed in an expedited manner.

In this spirit the College shall notify all of its employees of its policy regarding sexual harassment.

45. TECHNOLOGICAL CHANGE

The College agrees to notify the Union when the College becomes aware of the introduction of automation that might result in (a) reduction or displacement of bargaining unit employees; (b) substantial changes in an employee's job or (c) changes in job classification. Notification will include the following information:

- (a) Nature of the change.
- (b) Departments involved and job titles of affected employees.
- (c) Anticipated date of the change.
- (d) A summary description of the location of the automation and the effects on personnel to the extent known, as well as of the College's reasons for the change.

The College will not be unreasonable in providing available information in response to employee requests for information on technological change.

The College will endeavor to provide training for such affected employees. The College will not be unreasonable in determining the ability to learn and in establishing the length of time for such training. In the event of layoff due to technological changes, the layoff provision of this Agreement will apply.

The schedule of computer training workshops for staff will be sent by campus mail to all Local 2110 members and posted on bulletin boards outside the Teaching and Learning Center (11 Lehman Hall), with a copy to the Unit Chair.

The College will make efforts to reduce eye strain and physical strain through work station design.

46. UNION V-CAP CHECKOFF FUND

The College shall provide a payroll mechanism to permit employee contributions to the Union V-Cap Fund.

47. UNION MEETINGS

The College will permit the Union to conduct twelve (12) Union meetings during the term of the contract, with a maximum of six (6) in a calendar year, and a maximum of one (1) in a week. These meetings will be at 4:00 p.m. for one (1) hour each.

Day shift employees whose shifts end before 4:00 p.m. may attend a meeting at 2:00 p.m., instead of 4:00 p.m., three (3) times per year.

48. EFFECTIVE DATES AND DURATION

This Agreement shall be in full force and effect for the period commencing June 1, 2005 to May 31, 2009.

The College and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of the Agreement.

IN WITNESS WHEREOF, the Union and the College have executed this Agreement as of the date first above written.

LOCAL 2110, U.A.W.

John Horvath
Joe Corrigan
Therese Kelly
Emma McClelland
Shelma M. Davis
Maureen Hale
William Cole
Clayton
Director

BARNARD COLLEGE

Michael Ferrin
James Ferrin
Paul Davis
Martha Valeris
Daniel C. G.
Ann M. Averosa
Carl Felcione
Alvin
Richard W.

EXHIBIT A

MINIMUMS AND PAY GRADES

**LOCAL 2110
MINIMUMS AND PAY GRADES**

Grade	June 1, 2005			June 1, 2006		
	Hour	Week	Year	Hour	Week	Year
I	\$15.25	\$533.75	\$27,755.00	\$15.71	\$549.85	\$28,592.20
II	\$15.66	\$548.10	\$28,501.20	\$16.13	\$564.55	\$29,356.60
III	\$16.14	\$564.90	\$29,374.80	\$16.62	\$581.70	\$30,248.40
IV	\$16.75	\$586.25	\$30,485.00	\$17.25	\$603.75	\$31,395.00
V	\$17.46	\$611.10	\$31,777.20	\$17.98	\$629.30	\$32,723.60
VI	\$18.32	\$641.20	\$33,342.40	\$18.87	\$660.45	\$34,343.40
VII	\$19.24	\$673.40	\$35,016.80	\$19.82	\$693.70	\$36,072.40
Top Grade	\$20.26	\$709.10	\$36,873.20	\$20.87	\$730.45	\$37,983.40

Grade	June 1, 2007			June 1, 2008		
	Hour	Week	Year	Hour	Week	Year
I	\$16.26	\$569.10	\$29,593.20	\$16.83	\$589.05	\$30,630.60
II	\$16.69	\$584.15	\$30,375.80	\$17.27	\$604.45	\$31,431.40
III	\$17.20	\$602.00	\$31,304.00	\$17.80	\$623.00	\$32,396.00
IV	\$17.85	\$624.75	\$32,487.00	\$18.47	\$646.45	\$33,615.40
V	\$18.61	\$651.35	\$33,870.20	\$19.26	\$674.10	\$35,053.20
VI	\$19.53	\$683.55	\$35,544.60	\$20.21	\$707.35	\$36,782.20
VII	\$20.51	\$717.85	\$37,328.20	\$21.23	\$743.05	\$38,638.60
Top Grade	\$21.60	\$756.00	\$39,312.00	\$22.36	\$782.60	\$40,695.20

LETTER OF AGREEMENT #1

Barnard College and District 65, U.A.W., hereby agree
that the College will conduct a fire drill in each academic building at least
once a year between the hours of 9:00 a.m. and 5:00 p.m.

Dated: New York, New York
As of January 19, 1984

DISTRICT 65, U.A.W.

BARNARD COLLEGE

By: s/Julie Kushner

By: s/Don Swallow

By: s/Anna Kabot

By: s/Kathryn J. Rodgers

LETTER OF AGREEMENT #2

Barnard College and Local 2110, U.A.W., agree that subsequent to January 1, 1984, when the College desires to fill a job vacancy, consistent with the provisions of Article 13 of the collective bargaining agreement, the following procedure will be used:

- 1) Job postings will be dated the same day they are posted.
- 2) The Personnel Office, on the same day it posts a notice, will deliver to Office Services additional copies for posting to be sent to the following persons:
 - * The Unit Chair and each Steward
 - * The Union Organizer at 113 University Place, 5th Floor, New York, NY 10003.
 - * An individual designated from time to time by the Union in each of the following areas where there is no nearby Shop Steward:
 - Plimpton
 - 616 West 116 Street
 - Barnard Hall
 - McIntosh
- 3) In the event that personnel or locations change the parties agree that this list will be appropriately modified. The notice envelope will be marked "TO BE OPENED/PLEASE POST."
- 4) Employees will receive copies of their job descriptions upon hire.

Dated: New York, New York
As of January 19, 1984
Amended as of March 4, 1993

LOCAL 2110, U.A.W.

By: s/Julie Kushner

By: s/Anna Kabot

BARNARD COLLEGE

By: s/Don Swallow

By: s/Kathryn J. Rodgers

LETTER OF AGREEMENT #3

Dated as of February 12, 1987
Amended as of February 21, 1990

Ms. Julie Kushner
Vice President
District 65, United Auto Workers
13 Astor Place
New York, New York 10003

Dear Ms. Kushner:

This will confirm our agreement with respect to the following procedures:

1. When a supervisor issues a written warning, a copy of that warning shall be given to the shop steward.

2. A Union representative--to be designated in writing by District 65--shall be provided with monthly reports on changes in union eligible personnel including those hired, date of hire, grade, salary, home address, terminations, promotions.

3. The College will provide an employee lounge designated for bargaining unit employees and maintain it in good order. Any problem with the lounge will be reported to the Personnel Director.

4. When the College determines that weather conditions are such that either (1) interfere with the ability of employees to perform their jobs or (2) create dangerous and difficult traveling conditions, the College may permit those employees so affected to leave before the end of their scheduled work period. In these cases the employees will be paid their usual rate for the entire scheduled work period.

5. The College will give the Union advance notice of reorganizations.

6. It is hereby agreed between the parties that it is not the intention of Barnard College to employ student-employees for the purpose of displacing bargaining unit employees.

7. The College will offer all bargaining unit employees the opportunity to schedule and receive confirmation for vacations during the summer (June, July and August) by April 30 of the same year. Vacations so scheduled will be posted in May.

Very truly yours,
s/Rhondda Tewes

Rhondda Tewes
Acting Director of Personnel

Confirmed and Agreed:
District 65, United Auto Workers
By: s/Julie Kushner
Julie Kushner, Vice Preside

LETTER OF AGREEMENT #4

Dated as of February 12, 1987
Amended as of February 21, 1990

Ms. Julie Kushner
Vice President
District 65, United Auto Workers
13 Astor Place
New York, New York 10003

Dear Ms. Kushner:

This is to confirm our agreement concerning procedures for processing certain grievances under Articles 5 and 6 of the District 65, United Auto Workers/Barnard College collective bargaining agreement.

1. With respect to grievances involving denials of employee requests for leaves of absence, vacation times or flexible hour schedules, the Union and College will use the following expedited procedure. The grievance may be initiated at the third step. If the grievance is denied and the Union requests arbitration, the parties will promptly canvass a list of arbitrators, which list will be mutually agreed upon from time to time, and submit the grievance to the arbitrator who is first available to hear the grievance.

2. Employees will have access to their personnel files for up to four weeks after terminating their employment with the College, in accordance with the procedures of the collective bargaining agreement.

3. The written statement of grievance provided for in the collective bargaining agreement at Step 2 of the grievance procedure, will not only request that the grievance be taken to the second step, but also state who the grievant is and identify the nature of the grievance. The intent of the parties with respect to such written statement is that it is for the purpose of expeditiously resolving the grievance.

Very truly yours,

s/Rhondda Tewes

Rhondda Tewes
Acting Director of Personnel

Confirmed and Agreed:
District 65, United Auto Workers
By: s/Julie Kushner
Julie Kushner, Vice President

LETTER OF AGREEMENT #5

Dated as of February 12, 1987

Ms. Julie Kushner
Vice President
District 65, United Auto Workers
13 Astor Place
New York, New York 10003

Dear Ms. Kushner:

This is to confirm our agreement that an ad hoc committee comprising four College members and four Union members will be formed to discuss the job evaluation system and to make non-binding recommendations to the College. Committee sessions will be held during normal working hours and the committee will meet at least six times.

Very truly yours,

s/Rhonda Tewes

Rhonda Tewes
Acting Director of Personnel

Confirmed and Agreed:
District 65, United Auto Workers

By: s/Julie Kushner
Julie Kushner, Vice President

LETTER OF AGREEMENT #6

Dated as of February 12, 1987

Ms. Julie Kushner
Vice President
District 65, United Auto Workers
13 Astor Place
New York, New York 10003

Dear Ms. Kushner:

This will confirm our agreement that in the event of a major reorganization of College operations—for example, the combining of two departments or the splitting of a department, but not minor organizational changes, such as individual upgrades or changes in reporting relationships—the College will meet and discuss with the Union resulting changes in job descriptions. Nothing in this agreement in any way modifies, limits or restricts the College's management rights as provided in the collective bargaining agreement or elsewhere.

Very truly yours,

s/Rhonda Tewes

Rhonda Tewes
Acting Director of Personnel

Confirmed and Agreed:
District 65, United Auto Workers

By: s/Julie Kushner
Julie Kushner, Vice President

LETTER OF AGREEMENT #7

Dated as of February 12, 1987
Amended as of February 21, 1990
Amended as of March 4, 1993

Ms. Julie Kushner
Vice President
District 65, United Auto Workers
13 Astor Place
New York, New York 10003

Dear Ms. Kushner:

This will confirm our agreement with respect to certain policies and procedures affecting Desk Attendants and Dispatchers, as follows:

1. The College will install bulletin boards in all residence halls for Union use, except in the 600 and 620 West 116th Street residence halls where clip boards will be provided for the front desks.
2. The College, after discussion with Local 264, TWU will make available to Desk Attendants and Dispatchers the employee lounge in Barnard Hall for use during their meal breaks. The College will continue its policies and practices with respect to the use of lounges in the residence halls. It is the College's policy to allow Desk Attendants and Dispatchers to take meal breaks.
3. A Desk Attendant may leave at the end of his/her shift; however, the Desk Attendant must notify the person on duty prior to departure. The College intends to address lateness problems through disciplinary procedures.
4. A Desk Attendant moving from one building to another for purposes of overtime immediately at the end of his/her shift will be allowed up to 15 minutes travel time without losing the right to the overtime. The Desk Attendant taking the overtime will notify the building to which he/she is going that he/she is on the way.
5. When assigning Desk Attendants to cover scheduled or unscheduled absences, the College will first use the seniority list for the affected residence hall (the 600, 616 and 620 residence halls shall be treated as separate buildings and seniority lists for each posted at the desk; Brooks Hall and Sulzberger Hall desks shall have one consolidated seniority list) and then use a preference list of Desk Attendants from other residence halls. The preference list by seniority will be a list maintained by the College of the

names of Desk Attendants who have indicated their desire to be considered to fill in for absences in other residence halls. If the College is unable to cover the absence from these lists, the College may use whatever means necessary to insure coverage, including the flexible use of students while attempting to assign a Desk Attendant or during the delay in arrival of a Desk Attendant.

Pursuant to the terms of a settlement agreement dated July 28, 1989, this provision shall apply to all consecutive absences of up to the lesser of three (3) calendar weeks or fifteen (15) working days; provided, however, that for absences of five (5) or more days the College may schedule replacements in accordance with these procedures for blocks of five (5) days. This procedure does not affect replacements for Desk Attendants on leaves of absence.

6. When Desk Attendants seek temporary transfers to other Desk Attendant positions, the College will consider such requests in cases of special need on a case by case basis.

Very truly yours,

s/Rhonda Tewes

Rhonda Tewes
Acting Director of Personnel

Confirmed and Agreed:
District 65, United Auto Workers

By: s/Julie Kushner
Julie Kushner, Vice President

LETTER OF AGREEMENT #8

Dated: September 13, 1996

1. In lieu of retroactivity, a seniority bonus will be paid in the following amounts: (a) upon ratification, (b) on January 1, 1997, and (c) on January 1, 1998 as follows, based on hours worked per week but not the contract period—

5—9 years of service on payment date	\$150.00
10—14 years of service	\$250.00
15 or more years of service	\$400.00
2. The College's Family Medical Leave Act (FMLA) policy will be adopted with the following modifications:
 - husbands and wives will be entitled to separate FMLA leaves
 - employees must contact the Personnel Office "periodically" while on family medical leave
 - eliminate references to child birth
 - employees taking FMLA leave who do not return to work after leave will not be required to repay health care premiums if under current contract the repayment of health premiums would not be required.

In addition, the College and the Union agree not to cite the bargaining history of these negotiations concerning the FMLA policy, nor does either party waive any rights they might have had.
3. Desk Attendants/Desk Assistants—change in status from 9 months to 12 months for six (6) desk attendants and two (2) desk assistants. Within two weeks of ratification, the Union will provide the College with the names of six employees to fill the new 12-month desk attendant positions on the list.
4. The College shall send notices of new hires and terminations to the International Union and Local 2110 on a quarterly basis.
5. The Union will drop its proposal regarding Dispatchers/Overtime and the College agrees it shall not cite the Union's proposal in these negotiations as bargaining history.

LETTER OF AGREEMENT #9

Dated: September 13, 1996

HEALTH CARE

I. A Labor-Management Committee on Health Care will be formed on or before 60 days after ratification. The primary goal of the Committee will be to study the issue of health care in a constructive and collaborative manner. The membership of this committee shall be:

- Three employees selected by the College.
- Three individuals selected by the Union, at least 2 of whom are employees, with no more than one from any department.
- A representative of the Federal Mediation and Conciliation Service to act as a facilitator.
- Such other outside experts as determined by mutual consent of the College and the Union, with costs to be shared by the Union and the College.
- Either party may bring in internal experts at their own cost and expense, including a representative from GHI.

The Committee shall have the following charter:

- To study relevant health insurance plan costs and benefit levels including, but not limited to, benefits, co-pays, out-of-pocket expenses, annual and lifetime benefits, and overall plan financial structure and claims reserves.
- to develop necessary data and information for early negotiations concerning health care at least six months prior to the expiration of the current collective bargaining agreement.

II. Cost Containment

The following cost containment measures will be instituted in the Local 2110 GHI Plan covering Barnard employees:

- Hospitalization Pre-certification
- Second Opinion for Surgical Procedures
- Large Case Management
- Durable Medical Equipment PPO

III. New Benefits

Routine nursery care for newborn infants will be added as a benefit.

IV. GHI Representative Assigned to the College

GHI shall assign to the College a representative to respond to inquiries, requests, and other matters pertaining to the Local 2110 GHI Health Plan.

V. Costs

- (a) As proposed by the Union, the premiums during Year 1 of the contract for the Local 2110 GHI Plan will be \$205.91 (Individual) and \$463.93 (Family). This represents a 2.7% decrease in premiums from the prior year, and will be 2.7% less than the premiums for all other employers in the Local 2110 Plan who have not instituted the cost containment measures set forth in this proposal. The College will be billed monthly at 90% of these premium levels.
- (b) The premium in the second and third year of the contract shall be limited to 2.7% less than the premium for all other employers in the Plan who have not instituted the cost containment measures set forth above.
- (c) Deferred premiums for 1994 and 1995 are waived.

LETTER OF AGREEMENT #10

Dated as of January 11, 1999
Modified as of March 1, 2002
Continued as of June 1, 2005

Ms. Maida Rosenstein
President
Local 2110, UAW
113 University Place—5th Floor
New York, NY 10003

Dear Ms. Rosenstein:

This letter will confirm our agreement that:

1. (a) The College agrees to launch a pilot program for the length of the contract term (March 1, 2002 – May 31, 2005) which is as follows:

If temporary workers are needed to fill bargaining unit positions during the summer months, the College will offer such work to qualified 9 and 10 month bargaining unit members who have indicated an interest in being considered for temporary work. In determining qualifications the College shall consider an employee's work record, ability and experience, and where these qualifications are approximately equal, preference will be given to the employee who has been in the employ of the College the longest. The College will assign work by calling qualified employees on the basis of seniority and offering the work to the first available qualified employee. "First-available" shall be defined as the first qualified person to respond to the College's call regarding available work. If the College determines that no qualified employee is available for the temporary position, then the College shall fill the vacancy as it may determine.

Added 3/1/02:

During seasonal closings of certain Residence Halls (currently Hewitt, 600 and 620) for short periods in December and August of each year, the College will offer temporary work to Desk Attendants affected by such closings who have indicated an interest in being considered for temporary work. Provided that if the available assignment is fifteen (15) working days in length or more, the Desk Attendant must be available to work a minimum of five (5) consecutive days at the beginning of that assignment. The College will assign work by calling Desk Attendants affected by building

closings who have indicated an interest in being considered for temporary work on the basis of seniority and offering the work to the first available qualified Desk Attendant. "First-available" shall be defined as the first Desk Attendant to respond to the College's call regarding available work. If the College determines that no Desk Attendant is available for the temporary position in accordance with the terms of this paragraph, then the College shall fill the vacancy as it may determine.

(b)The College and the Union will form a Labor/Management Committee to discuss operational issues of concern to Desk Attendants. The first meeting of the Committee will be held within sixty (60) days of contract ratification and the Committee will meet periodically thereafter during the term of the contract. The Committee, which will consist of three or four representatives each from both the College and the Union will, as an initial charge:

1. Conduct a survey over a sixty (60) day period of how personal breaks are provided for Desk Attendants; review the data. The Committee will determine how the survey will be structured and how to collect the data.
2. Review the current system used in the distribution of overtime among the Desk Attendants.

The Committee will operate by consensus to formulate recommendations on the issues outlined above. Before implementation of any recommendation, there must be joint agreement on the recommendation by both the College and the Union.

- (b) Four 9 month desk attendants will be converted to 12 month employees effective January 1, 1999.

<u>Weekends</u>	<u>Monday-Friday</u>
8:00 a.m.-2:45 p.m. Sulzberger	8:00 a.m.- 2:45 p.m. 616
2:45 p.m.-9:30 p.m. Sulzberger	
1:15 a.m.-8:00 a.m. Sulzberger	

2. Renovations of the previously designated space for the Union Office will be completed by July 1, 1999.

3. The Unit Chair and up to five additional representatives will be released for one day with an equal number of Barnard Management employees for a one-day grievance workshop. The workshop facilitator/trainer will be selected jointly by the parties and the costs will be paid by Barnard.

Very truly yours,

By: s/Susan Krause-Liebman
Susan Krause-Liebman
Director of Human Resources

Confirmed and Agreed:

Local 2110, United Auto Workers

By: s/Maida Rosenstein
Maida Rosenstein, President

LETTER OF AGREEMENT #11

Dated as of March 1, 2002

(1) Retirement Plan:

- a) Effective 3/1/02 – Each year, increase contribution “break point” by general wage increases
- b) Vesting: 5 Years (Employees hired on or after October 1, 2002)

Years of Service	Contribution
0-1	0%
1-2	8%
2-3	8%
3-4	8%
4-5	8%
5+	8%/12%

(2) GHI Health Insurance, effective January 1, 2003:

- No change in Medical in-network copay (remains @ \$10).
- Increase Lab/X-Ray copay to \$10
- Increase Medical out-of-network deductible from \$100/\$250 with \$1250 per person out-of-pocket maximum to \$250/500 with \$2000 per person out-of-pocket maximum.
- Prescription Drug copays: Replace \$2 generic/\$5 brand with Generic @ \$5; Preferred Brand @ \$10; Non-preferred brand @ \$25.
- Implement prescription drug formulary.
- No change in mail order co-pay (remains @ \$0).
- Recognition of Barnard's positive claims experience (Barnard may establish separate plan if all other employers in plan do not adopt same cost containment provisions).
- Analyze large claims experience.

(3) Dental: Continue current GHI Spectrum plan, without employee contribution.

LETTER OF AGREEMENT #12

Dated as of June 1, 2005

Ms. Maida Rosenstein
President
Local 2110, UAW
113 University Place—5th Floor
New York, NY 10003

Dear Ms. Rosenstein:

This letter will confirm our agreement that, effective July 1, 2005, the College agrees to convert four (4) ten-month Faculty Assistant positions (one in each of the following departments: Philosophy, Theatre, Education and Women's Studies) to twelve-month positions.

Very truly yours,

By: s/Susan Krause-Liebman
Susan Krause-Liebman
Director of Human Resources

INDEX

A-C

ARBITRATION 6
BEREAVEMENT LEAVE 16
CHILD CARE SUBSIDY 24
CREDIT UNION 25

D-F

DAY CARE CENTER 25
DENTAL INSURANCE 23
DISCHARGE AND SUSPENSION 13
DISTRIBUTION OF CREDIT 20
EFFECT OF LEGISLATION - SEPARABILITY 28
EFFECTIVE DATES AND DURATION 30
ELECTRONIC FUNDS TRANSFER 24
FLEXIBLE HOURS 18
FLEXIBLE SPENDING ACCOUNT 24

G-I

GRIEVANCE PROCEDURE 4
 STEP 1 4
 STEP 2 5
 STEP 3 5
HEALTH AND SAFETY COMMITTEE 27
HOLIDAYS 15
HOURS 13

J-L

JOB UPGRADES 26
JOB VACANCIES AND PROMOTIONS 11
JURY DUTY 28
LETTERS OF AGREEMENT 33
LUNCH AND DINNER MONEY 28

M-O

MANAGEMENT RIGHTS	3
MEDICAL INSURANCE	22
MINIMUMS AND PAY GRADES	32
NO DISCRIMINATION	8
OVERTIME	13

P-R

PERFORMANCE EVALUATION	25
PERSONAL WORK	6
PERSONNEL FILES	25
PROBATIONARY EMPLOYEES	8
RECOGNITION	1
RESIGNATION	6
RESPONSIBILITIES OF THE PARTIES	3
RETIREMENT PLAN	18

S-U

SENIORITY	8
A. DEFINITION OF	8
B. ACCRUAL	8
C. LOSS OF SENIORITY	9
D. APPLICATION	9
E. LAYOFF	10
F. RECALL	10
SEVERANCE PAY	14
SEXUAL HARASSMENT	29
SICK LEAVE	16
STAFF/STEWARD TRAINING FUNDS	27
SUCCESSORS AND ASSIGNS	29
TECHNOLOGICAL CHANGE	29
TRANSIT CHEK	25
TUITION EXEMPTION	19
UNION MEETINGS	30
UNION SECURITY	2
UNION V-CAP CHECKOFF FUND	30

UNPAID LEAVE OF ABSENCE	17
A. PREGNANCY LEAVE	17
B. INFANT CARE LEAVE	17
C. MILITARY LEAVE	17
D. UNION BUSINESS	17
E. OTHER LEAVES	18

V-Z

VACATIONS	14
VISITATION, UNION ACTIVITY,	7
WAGES AND MINIMUMS	23
SHIFT DIFFERENTIAL	24
SENIORITY PAYMENT	24