

Longy Faculty Union

Summary of proposed Collective Bargaining Agreement (2/11/2011)

1. **Academic Freedom** per AAUP "1940 Statement of Principles on Academic Freedom and Tenure with 1970 Interpretive Comments."
2. The School can discipline faculty only for "**just cause**." This is a very high standard. Legally speaking this requires the consideration of seven factors: (1) Did the company warn the worker in advance of taking action? (2) Is there a clearly communicated work rule that covers the conduct and which is reasonable and related to the orderly, efficient and safe operation of the employer's business? (3) Did the employer investigate before taking action? (4) Was the investigation fair and objective? (5) Is there substantial evidence that the worker is guilty? (6) Has the employer been fair and even-handed in its enforcement of the rule(s) in question? (i.e. Is there "disparate treatment?") (7) Was the degree of discipline related to the seriousness of the worker's offense and worker's prior work record.
3. **Union represents all bargaining unit faculty** members whether or not they are members of the Union. No faculty member is required to join the Union. Whether or not a faculty member joins the Union, however, he/she still pays the same amount of money to the Union. Members pay dues; non-members pay an equal "agency fee," but receive a partial rebate for the amounts of dues not attributable to collective bargaining administration and related activities. Only members can vote in Union elections and collective bargaining agreement ratifications.
4. **Grievance Procedure** is a four-step process that can resolve at any step and which, if necessary, can end in arbitration adjudicated by an arbitrator from the American Arbitration Association.
5. **School agrees not to change any practices** that are required subjects of bargaining and not explicitly covered by the CBA without first consulting and negotiating with the Union.
6. **Layoffs** will be done only for "legitimate business reasons." The School must first discuss any layoff with the Union, and any layoff will be done within instrument or teaching discipline in the following order: (a) volunteers, (b) faculty with the least benefit units, (c) years of service. Laid off faculty will be recalled before any additional faculty are hired in the following order: (a) those who volunteered, (b) those with the most benefit units, (c) years of service.
7. **Hiring** procedure is per 2009-2010 Handbook plus the School agrees that it will post at least three-quarters of the vacancies, and existing faculty will be given the opportunity to apply for positions in which a search has been undertaken. Visiting Faculty will not be in that capacity for more than two years. Artists-in-Residence will comprise no more than 7% of total faculty.

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8. **Appointments.** Faculty are initially hired with one-year appointments. After a three-year probationary period, all faculty appointments are on a three-year basis. All current bargaining unit members get an initial five-year appointment. Faculty evaluations will be done on a three-year cycle. Criteria for reappointment is being referred to the Labor Management Committee for further negotiations.
9. **No anonymously authored documents** will be placed in a faculty member's personnel file.
10. Anonymous **student evaluations** will not be included in a faculty member's personnel file. Student evaluations will be considered in the aggregate as a part of a faculty member's evaluation.
11. **Faculty Evaluations** take place every three years. Faculty will be evaluated by department Chairs separately for each type of activity that they do for the school: (1) academic classroom instruction, (2) performance classroom instruction, (3) private lessons, (4) chamber music, (5) large and small ensembles. Evaluations will include optional **peer review** in which the faculty member can choose up to two colleagues to do an observation. The Faculty Evaluation Forms for CV and CP are included with the agreement.
12. **Faculty Committees.** Faculty will vote and elect representatives to participate in advisory committees including: (1) Faculty Planning Committee, (2) Curriculum Committees for both CP and CV, and (3) Faculty Development Committee. Hiring committees including faculty members will be formed for faculty hirings as per the 2009-10 Handbook. The School maintains ultimate final authority over recommendations from the above mentioned committees. The Labor Management Committee will include three faculty members appointed by the Union Executive Board.
13. **Teaching Assignments.** School will "engage in best efforts" to give faculty members their desired teaching loads. Approval of student requests for a teacher will "not be unreasonably withheld." Students recruited by a teacher will be assigned to the teacher. Once per semester, the School will provide faculty with a complete listing showing the details of student assignments in both divisions.
14. All faculty members maintain their **divisional assignments** for the duration of their appointments.
15. **Benefits.** Mostly same as before.
 - If multiple members of a family are employed by the School, they can pool the School's contribution(s) to their **health insurance** costs toward the purchase of individual, two-person, or family plans. People with at least 3 and up to 15 benefit units can enroll and self-fund health insurance through the Commonwealth Connector with with pre-tax payroll decuctions.

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- **403(b) retirement benefits** will begin again, at 3% for “modified full-time” faculty and 5% for “full-time” faculty. There will be a matching requirement of the same percentages placed on the faculty member to realize this benefit from the School.
- Immediate family members may attend a class **tuition-free** as long as the School is running that class. Private lessons, chamber music, and small ensembles for immediate family members will continue at a 40% discount.

16. Compensation.

- Faculty **base rates** will go up 3% on 7/1/11, 2% on 7/1/12, and 3% on 7/1/13.
- The same **compensation ratio system** of will continue.
- Course minimums will be adjusted only for "legitimate business reasons."
- Classroom teachers will be paid for no less than the first meeting of a class if it meets.
- Classes that the School chooses to run (whether fully or under-enrolled) will be paid at the required ratio for that type of class as specified in the Contract.
- Flat fee stipends will be assigned a benefit unit value.
- **Annual job description letters** will go out by July 15.

17. Once the CBA is ratified and executed, it is in effect from February 1, 2011 through June 30, 2014.

18. Bard College has signed a side letter agreeing to assume the CBA and to hire all bargaining unit faculty.