

**AGREEMENT
Between**

SKIDMORE COLLEGE

and

SEIU

LOCAL 200UNITED

AFL-CIO

For the Period

June 1, 2001 through May 31, 2004

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ARTICLE I

PREAMBLE

- 1.1 This is a labor contract made and entered into the 24th of October, 2001, by and between Skidmore College, hereinafter called the "Employer" or the "College," and SEIU, Local 200United, hereinafter called the "Union."

ARTICLE II

PURPOSE

- 2.1 The purpose of this Agreement is to promote and maintain good relations between the College, the Union and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intent of both the College and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings or grievances relating to employment. Both the College and the Union accept collective bargaining as a means of carrying out the purpose and intent of this Agreement.

ARTICLE III

RECOGNITION

- 3.1 The College recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to terms and conditions of employment for all regular full-time and regular part-time, non-supervisory employees classified within Article XIII, Section 13.1 at the College's main campus and Moore Hall located in Greenfield and Saratoga Springs, New York, respectively and excluding all other employees.

It is agreed that supervisors of employees included within the bargaining unit will not perform any work whatsoever that includes the daily tasks assigned those employees except in the case of an emergency, as defined within the glossary, or to demonstrate a new work method or procedure, or as provided for in other sections of this Agreement.

ARTICLE IV

STUDENT ASSISTANTS AND GOVERNMENT SPONSORED

WORK PROGRAM

- 4.1 High school students and non-Skidmore College students may be hired as part-time Food Service Trainees. They will be employed at a rate set by the College provided the rate is less than the lowest rate illustrated within Article XIII, Section 13.1 and be required to join the Union after 30 working days of employment. **The number of hours worked in any one week will not exceed 200 hours.**

If, for any reason, there is a reduction in the Food Service work force, these part-time trainees should be the first to be laid off.

The Union recognizes the College's obligation to provide employment to students who have a need for financial aid in order to attend Skidmore College. It is agreed these students shall be permitted to perform work and duties within the scope of the bargaining unit without the need to join the Union. When student employees working in Food Service in areas that are considered skilled in nature such as cooking and baking, they will work under the direction of a supervisor or union employee. The use of such help will not result in the reduction in the number of regular employees. Every effort will be made to distribute student help throughout the College work force.

ARTICLE V

UNION STATUS AND RIGHTS

- 5.1 All present employees in the bargaining unit and those who, in the future, enter the bargaining unit shall join the Union by the forty-fifth (45) working day following the beginning of their regular employment and continue to remain members of the Union in good standing as a term and condition of employment.
- 5.2 The Union shall not call upon or require the College to discharge an employee except where the employee has been certified by the Union as being a member not in good standing as defined by the Labor Management Relations Act. When the Union invokes this provision, notification to the College shall be in writing and include the basis for the lack of good standing status and the action required of the employee to return to good standing status. In addition, the Union agrees to indemnify and hold the College harmless from and against any and all claims, demands, suits or other forms of liability including reasonable attorneys' fees that may arise out of or by reason of any action taken by the College pursuant to the provisions of this Article.
- 5.3 The College will deduct from the wages of each employee from whom a written authorization has been received, union dues, initiation fees, or other assessments in the amounts negotiated and certified in writing by the Union. Such deductions will be forwarded to the office of the Union.
- 5.4 The College will be notified in writing by the Union of the name of the Shop Stewards and their alternates in case of absence of any outside Union representative authorized to administer this Agreement on behalf of the Union, and shall recognize no others.

The Chief Shop Steward and Assistant Chief Shop Steward shall head the seniority list during their term of office. It is agreed that one Union member (if

necessary), if duly elected shall be permitted on two weeks' notification to attend the Union's Executive Board Meeting without loss of pay.

An authorized representative of the Union shall have access to the campus for the purpose of ascertaining whether the conditions of this Agreement are being observed, provided there is no interruption of service.

The Shop Stewards and other Union representatives as heretofore authorized, shall be permitted to transact official Union business directly related to the administration of this Agreement on campus, but at times and places that shall not interfere with or interrupt the activities of the College or the individual employment duties or responsibilities of any employee, whether or not covered by this Agreement.

- 5.5 Leave of absence of up to one year without pay and other benefits of this Agreement shall be granted any employee covered by this Agreement, upon his/her acceptance of a full-time position or office in the Union. Upon his/her discontinuance of such position or office, he/she shall thereupon be entitled to reinstatement and with uninterrupted seniority.
- 5.6 The College shall furnish a bulletin board at each time clock for Union or College announcements and notices. No communication posted or otherwise distributed by the Union on campus shall tend to impugn the good name of any person, group, or the College.

ARTICLE VI

MANAGEMENT RIGHTS

- 6.1 It is mutually agreed that the College has and will retain the exclusive authority to manage the College; to establish its policies, procedures, and regulations; to direct and control the workforce; and to all other functions generally accepted as within Management Rights, Authority, or Function unless specifically abridged or modified by this Agreement.
- 6.2 The right of the College to contract with others for services in any area of its operation in whole or in part as circumstances require, is expressly recognized and is not subject to the grievance and arbitration procedures provided in this Agreement.
- 6.3 Once the College identifies the need to contract out any item of work, currently under the Union's jurisdiction pursuant to the foregoing provisions thereof, other than Capital Projects, the Union Business Representative and the Chief Shop Steward will be notified. Further notice shall be made in writing at the time the bid is posted except where emergency requirements prevent the giving of such notice and shall be sufficiently specific to advise the Union of the location, type, scope, dimension, and timetable of the work to be performed. If the College subcontracts on the basis that an emergency existed, the existence of an emergency will be

subject to the grievance and arbitration procedures provided in this Agreement.

Members of the Union are encouraged to bring forward suggestions through their Chief Shop Steward regarding how they could best perform the work, or to suggest alternative methods. Should the Union desire a meeting to discuss the matter, it shall request such a meeting in writing within ten (10) days after receipt of the aforementioned notice and such meeting will be held within five (5) work days thereafter. In the event no meeting is held or scheduled within twenty-one (21) days of the date of the Employer's notice, because of Employer inaction, the Union may file a grievance relating to such matter under the grievance and arbitration procedures herein provided. Upon a timely demand by the Union, the College shall negotiate with the Union as legally required, possible implementation of subcontracting, and shall negotiate the effects of a subcontracting decision, including availability of retraining and transfer opportunities for employees affected by the subcontracting.

ARTICLE VII

SEXUAL HARASSMENT AND EQUAL OPPORTUNITY, AFFIRMATIVE ACTION AND DIVERSITY POLICIES

- 7.1 The Employer and Union agree there will be no discrimination against any individual or group of students, prospective students, employees or prospective employees on the basis of race, color, religion, gender, disability, age, national or ethnic origin, sexual orientation, or Union activity. In addition, the Employer and Union agree that sexual harassment is unacceptable and that community members have the right to be free from offensive and hostile behavior. Sexual harassment is a form of sex discrimination prohibited by state and federal laws. Complete policy statements and procedures, which are distributed to all employees, have been established to insure that concerns relating to sexual harassment and discrimination are dealt with swiftly, equitably, and sensitively. Complaints of sexual harassment or discrimination shall be processed under those procedures outlined in the Employer's policies.

ARTICLE VIII

EMPLOYEE STATUS

- 8.1 Job Security
During the life of this Agreement the College agrees that except for reasons of death of a current regular employee, or voluntary vacating of a current position by a current regular employee that there will be no permanent reduction in the total regular employee work force. This provision does not preclude the right of the College to reduce or eliminate positions.

However, this clause shall become null and void if any one or more of the following circumstances shall occur:

- (a) The operating expenditure and income show an actual or projected deficit for any fiscal year.
- (b) A reduction of facilities either owned or leased takes place.
- (c) Leasing of equipment or sub-contracting of services occurs when a study or survey shows such leasing to be to the economic advantage of the College.

8.2 Hiring Rights

The College may hire employees from any source, but in the case of vacancies which occur during the period of this Agreement, the College will notify the Union in writing within thirty (30) calendar days of vacancy by posting on all bulletin boards for a period of one (1) week a notice of such vacancies. The Union shall have equal opportunity to supply applicants for such vacancies.

8.3 Probation

The first forty-five (45) working days of regular employment shall be a period during which the employee may be discharged without recourse by the employee or Union. If requested by the College or the Union, consent to a thirty (30) working day extension to this probationary period shall be granted. There shall be no fee required for obtaining employment. The probation period is a time for employment trial and training.

8.4 Permits

It is mutually agreed that when additional employees are needed, either to cover absences over three (3) consecutive days or because of a short-term increase in workload, such persons shall be employed under a permit granted by the Union. The status of these permit employees would be reviewed every thirty (30) days. Individuals employed under this permit shall receive the Article XIII rate of pay for the classification in which they are employed. However, they shall not receive any benefits or accrue any seniority during their period of employment. Permit employees may be considered for new openings. At the College's option, a permit employee may be rotated among classifications as vacancies and work load warrant, provided the employee is qualified to do the work in those classifications.

All permit employees currently in the bargaining unit and those in the future who enter the bargaining unit, shall join the Union on such permit employee's 31st calendar day. Permit employees shall tender to the Union, as a condition of employment, a sum as specified in writing by the Union, on the permit employee's 31st calendar day of employment, and the same amount in each month thereafter in which such permit employee is employed.

No provision of this Collective Bargaining Agreement shall be applicable to permit employees, except with regard to the rate of pay for the classification in

which there is employment. Permit employees will be allowed to utilize the grievance procedure specified in Article XI herein, but only in connection with the College's failure to pay a permit employee at the rate for the classification in which such permit employee is employed. The College and the Union shall work to ensure that this provision is not abused.

8.5 Emergency Shift Change

In the case of an emergency involving either health or undue family hardship, an employee may request, in writing with a copy to the Union Chief Shop Steward, a transfer to another shift but not another classification. The College, in consultation with the Union, may grant such a request and such action cannot be the basis for a grievance by any member of the bargaining unit.

ARTICLE IX

SENIORITY

- 9.1 The College shall be responsible for establishing and maintaining a College-wide seniority list within this bargaining unit and a seniority list for each classification covered under this Agreement.
- 9.2 College-wide seniority within a bargaining unit shall be based upon the regular full-time hiring date of each individual employee within this bargaining unit and shall only be used for the purpose of bumping during layoff and recall. In the case of an identical seniority day, the lowest last digit of an individual social security number shall prevail. In the event of a layoff or job elimination within a department, the order of lay-off shall be as follows: permits, trainees, regular part-time employees, then regular full-time employees in reverse seniority provided the more senior employee is qualified to perform the required work.
- 9.3 Classification seniority within the bargaining unit shall be based upon regular full-time assignment date to the classification and shall be used for the purposes of determining choice of holidays, personal days, and vacation times.
- 9.4 Whenever a vacancy occurs, senior full-time employees within the classification with satisfactory job performance, have the right to bid for that job on the basis of qualifications and seniority. Advancement shall be determined by seniority when the skill and ability of the applicants are relatively equal. No person shall be hired from outside the classification for an open position until applications of full-time applicants within the classification have been considered.
- 9.5 Those full-time regular employees who work within two (2) classifications and who are scheduled to work in a second classification shall have limited seniority rights in the second classification. These employees will be considered for an open position within the second classification after those full-time employees

who work solely within that classification but before full-time employees outside that classification.

Thereafter:

1. Full-time regular employees outside the classification will be considered; then
2. Regular part-time employees from within the classification will be considered; and then
3. Regular part-time employees from outside the classification (regular part-time employees are not permit employees) will be considered.

If two or more employees enter a new classification at the same time, College-wide seniority shall be used to determine their seniority within the new classification.

- 9.6 In filling a vacancy or any type of opening, and notwithstanding the foregoing, the College may fill any vacancy or open position with the candidate whom the College believes has the best qualifications, skill, fitness, ability, and experience. The College shall be sole judge of the applicant's qualifications, skill, fitness, ability, and experience. The employee may grieve the College's decision provided he/she can demonstrate that his/her qualifications, skill, fitness, ability, and experience are as good as the successful applicant.
- 9.7 If the applicant is from a source external to the Union, a forty-five (45) working day probation period in a new classification is required. Successful completion of the probation period will result in the individual being placed on the seniority list in the new classification by the full-time date of employment within that classification.
- 9.8 If the applicant is from a source within the Union, a ten (10) working day probation period in a new classification is required. Successful completion of the probation period will result in the applicant being placed on the seniority list in the new classification by the date of employment within that classification. If the applicant is unable to successfully complete that probation period, the applicant will be returned to his/her previous classification.
- 9.9 All employees laid off will be guaranteed past seniority benefits and rates of pay in accordance with the Agreement if they are recalled within a 180 calendar day period except that all persons terminated due to sub-contracting of services by the College will retain past seniority benefits if they are recalled within a one-year period from the date of termination.

- 9.10 Seniority will be lost by any of the following:
- (a) Voluntarily quitting employment in writing;
 - (b) Discharge for cause as set forth herein;
 - (c) Involuntary absence and lay-off for non work-related injury or illness in excess of the period of employment if employed for a period of less than nine (9) months;
 - (d) Failure to report for work within one (1) week of a recall offer or from an involuntary lay-off unless for a reason satisfactory solely to the College provided the recall notification was made by certified mail;
 - (e) Leave of absence (except for Union business as provided herein) in excess of one (1) year.

ARTICLE X

WORK CONDITIONS

10.1 Hours

The payroll week shall begin at 12:00 a.m. on Saturday. Every employee working eight (8) or more hours per shift covered by this Agreement shall be given two rest periods of fifteen (15) minutes each during his/her regular shift in every work day without loss of pay; the time for which shall be designated by the immediate supervisor of the employee. The place for said break is to be determined by agreement between the immediate supervisor and the steward of each unit.

A 1/2 hour non-paid meal period at a time specified by the College shall be provided to each employee except for maintenance mechanics and boiler operators who shall receive a paid 1/2 hour lunch period and be available for needed assignments during that period.

10.2 Job Performance

Satisfactory job performance is the responsibility of the employee. It is recognized the employer will provide required safety equipment and training. For purposes of this agreement, job performance is to include absenteeism, tardiness, and complying with the Employer's safety procedures as provided by the supervisors, and/or using or wearing assigned and/or available safety equipment as provided by the supervisors. In the case of Food Service employees, understand and comply with the New York State Health Codes as identified and provided by the supervisors. Unacceptable job performance will be determined by the Employer and be subject to the appropriate disciplinary action as agreed to within this agreement.

10.3 Disciplinary Action

10.3.1 Absenteeism/Tardiness

The Union and College agree that responsibility for absenteeism and tardiness rests solely with the employee. It is agreed that abuse in these areas is

unacceptable and that the Union and College will jointly work to correct any abuse. It is further agreed the College shall warn and progressively discipline any employee whom the College has reason to believe has abused this policy.

Such discipline shall be in accordance with the disciplinary procedures (Article X, Section 10.3.4) within this agreement.

An employee absent for any reason must notify his/her immediate supervisor **at the designated work site telephone number** at least one hour before the start of their assigned shift. Any dispute regarding the abuse of absenteeism or tardiness shall be subject to the grievance procedure.

10.3.2 No-Call, No-Show

It is the responsibility of the employee to notify his/her supervisor a minimum of one (1) hour before the start of their shift if there are circumstances that prevent an on-time arrival at work. An employee who has not been granted paid leave and fails to call or report to work within three (3) hours of the start of the assigned shift will be considered a no-call no-show. Paid leave programs cannot be drawn upon to cover any instance of a no-call no-show.

Any employee experiencing three (3) consecutive no-call, no-shows will be deemed to have submitted a voluntary resignation and therefore will be terminated from the College.

10.3.3 Misconduct

It is agreed that there are cases of employee misconduct that may require immediate disciplinary action including suspension and/or discharge. Such infractions would include, but not be limited to:

- Drunkenness, drinking or sleeping on the job.
- Failure to comply with a direct order given by a supervisor for work within an employee's job description.
- Theft of, misappropriation of, or intentionally damaging College property.
- Unauthorized removal of real or personal property of students, College employees, invitees, and others at any time.
- Physical molesting or assaulting another employee, students, invitees, and others at any time.
- Use or sale or distribution of any material defined in the New York State Penal Code as a controlled substance or narcotic, unless such use is prescribed by a physician, during hours of work or at any time on the property of the College.
- For just cause.
- Violation under the Sexual Harassment or Equal Opportunity, Affirmative Action & Diversity Policies.

In cases of immediate suspension, the employee will be notified in writing by his/her supervisor of the reasons for the suspension. A copy of this notification will be provided to the Chief Shop Steward. Any disagreement as to the nature and/or severity of the infraction and resulting disciplinary action will be subject to the grievance procedure.

10.3.4 Discipline Procedure

The standard procedure for discipline and/or discharge for any infractions within this agreement shall be as follows: It is understood and agreed that an employee who has been free of any infraction for a period of at least twelve months will be treated as if no infraction exists, except for a no-call no-show and suspension as a result of misconduct where an eighteen (18) month infraction-free period is required.

The first infraction will result in a written warning which the employee will sign as an acknowledgment; the second infraction within twelve (12) months of the first infraction will result in a second written warning; the third infraction within twelve (12) months of the second infraction will result in a final written warning and may include a suspension without pay for up to five (5) days subject to the review of the Director of Human Resources; the fourth infraction within twelve (12) months of the third infraction may result in discharge subject to the review of the Director of Human Resources.

The Employee, Supervisor and Shop Steward will sign all warnings. A copy is to be given to all signers and the Director of Human Resources. It is understood, however, that no-call no-show, Article X, Section 10.3.2, and Misconduct, Article X, Section 10.3.3, provide instances where this standard procedure is superseded.

10.4.1 Overtime

The College agrees that overtime for regular full-time employees shall be paid at the rate of time and one-half the employee's straight time hourly rate for hours worked in excess of 40 hours per week. It is also agreed that when a holiday worked brings the employee over 40 hours in the regular work week, the employee shall be paid 3x their regular pay rate for only the Holiday. The Union agrees that pyramiding of overtime hours worked in excess of forty hours per week and a Holiday worked within the same pay period shall be limited to three times regular pay including the Holiday.

10.4.2 All overtime must be authorized by the responsible supervisor. If overtime is authorized, assignments to work the additional hours shall be offered within the classification. Should there be no one available or interested, management may assign individuals from other classifications who are qualified to do the work. Acceptance of overtime constitutes an obligation and failure to report or call shall

be treated as a no-call, no-show under Article X, Section 10.3.2, in that failure by an employee to fulfill an overtime obligation will result in that employee being moved to the next step of Article X, Section 10.3.4, Discipline Procedure, from the step at which employee is at that time. The College will make every reasonable effort to offer an equal distribution of overtime to all employees within a classification in the department affected.

10.4.3 For overtime calculation purposes, "work day" for any employee means a period of twenty-four (24) consecutive hours beginning at the time the employee starts to work and "work week" means a seven (7) consecutive day period beginning with the first work day of the employee's regular work week.

10.4.4 A Holiday falling on what otherwise would have been one of the employee's first five (5) work days in the work week shall be considered a day worked for purposes of determining eligibility for overtime unless the employee was scheduled to work on the Holiday and failed to do so.

10.4.5 Any employee who has already left the premises of the College and is then called back into work on a day or time not previously scheduled to work shall be guaranteed at least three (3) hours of work at regular rate of pay, or at overtime rate if applicable. This provision shall not apply for subsequent call-ins or call-backs on the same day.

10.5 Holidays

The following Holidays shall be observed as paid Holidays for all regular employees under this Agreement regardless of the day of the week on which the holiday falls and whether or not work is performed:

New Year's Day	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's Day
Labor Day	Employee's Birthday
Thanksgiving Day	One (1) Floating Holiday
Day After Thanksgiving Day	

One floating holiday may be granted to each regular employee of the bargaining unit provided that the department's workload, as judged solely by the department head, will permit an employee's absence without the need to employ a replacement.

- 10.5.1 Holiday Pay for regular part-time employees is granted in accordance with the following conditions:
1. Holidays shall include floating holidays;
 2. If a holiday falls on an assigned day of work, the person receives pay for the number of hours he or she would have been assigned;
 3. If the holiday falls on an unassigned day of work, the employee will receive a prorated day's pay which is calculated by taking the total number of hours assigned for a week and dividing it by five.
- 10.5.2 Any regular employee required to work on a Holiday (excluding the floating holiday and the employee's birthday) will be paid time and one-half in addition to Holiday Pay under the guidelines of Article X, Section 10.4.1.
- 10.5.3 Should an employee be called to work on a holiday, he/she shall be paid at least four (4) hours at double time in addition to Holiday Pay. This provision shall not apply for subsequent call-ins under the guidelines of Article X, Section 10.4.1.
- 10.5.4 If a holiday, as specified above, falls on a Saturday or Sunday, it shall be observed as determined by the College.
- 10.5.5 Any employee whose regular day off, or one of whose regular days off fall on a holiday, or who was on vacation on such a holiday, shall receive, by mutual consent, an additional day's pay or another day off which must be taken during **the year following the employee's regular hire date** in units of not less than 1/2 days. To receive holiday pay, an employee must work his/her regularly scheduled day before and after a holiday, provided he/she is regularly scheduled.
- 10.6 Vacations
Full-time and part-time regular employees are eligible for vacations, which are earned **on an employee's regular hire date**, on a prorated basis per month.
- Vacations are not cumulative and must be taken no later than **the day prior to the regular hire date** following the year in which the vacation days are earned. Vacations require prior written approval of employee's supervisor. A vacation day shall equal the hours of the employee's regularly scheduled day **up to a maximum number of hours per year as listed below.**
- Earned vacation shall be as follows:
- | | | |
|-------------------------------------|---------|-------------|
| 1st full year through 5 full years | 10 days | (80 hours) |
| 6th full year through 11 full years | 15 days | (120 hours) |
| 12th full year or more years | 20 days | (160 hours) |
- 10.6.1 If an employee is removed from the payroll for any reason, including layoff or leave of absence, the employee shall receive, at that time, in addition to wages due, pay for all earned and unused vacation **on the next regular pay date.**

Credit for the value of vacation earned in one month shall be given if the employee works 15 days or more in the month.

10.6.2 The number of employees on vacation at any given time shall conform to the College's operating schedule. **The College agrees that employees will have access to a one-year calendar whereby all approved paid leave will be listed. In the case of vacation scheduling, employees will be approved on a first come first serve basis. In the case of duplicate requests, seniority shall prevail.**

10.7 Absence Program

The College agrees to provide regular full-time employees with eight (8) absence leave days per year **based on the employee's regular hire date**. Regular part-time employees shall receive a pro-rata share of the above noted days. These days, which shall be credited to the employee's account at the beginning of each year, shall be defined as regularly scheduled days exclusive of overtime hours and shall be used for all absences exclusive of vacations, personal days, holidays, workers compensation cases, and disability situations after the initial five (5) work days of absence for each disability. In Leave of Absence situations, see Article X, Section 10.12. These days shall include all days available from the "bank" noted below. During any year in which an employee has used all available credited and bank days, further absences will be unpaid. It is agreed that employees must request absence leave prior to or at the start of their shift unless there is an onset of illness or notification of a personal emergency during the assigned shift.

10.7.1 **Absence Days credited each year shall be on the employee's regular hire date.** Credited days remaining as of the last day of a year from **the year following the employee's regular hire date** will be paid to each employee at the rate of pay for the year in which they were earned. If an employee chooses, he/she may "bank" all or a portion of these days for use toward covering future absences in lieu of being paid. The bank shall not exceed the equivalent of twenty (20) of each employee's regular work day for those employees with less than five (5) full years of continuous employment. For those employees with more than five (5) years of continuous employment but less than ten (10) years, the bank shall not exceed twenty-two (22) days. For those employees with more than ten (10) full years of continuous employment, the bank shall not exceed thirty (30) days.

10.7.2 In the event of an employee's resignation, retirement, or death while employed, a regular employee with the equivalent of ten (10) full years of continuous employment, may redeem the banked days in cash at his/her then prevailing rate of pay. In the case of death, the payment will be made to the estate.

10.7.3 It is understood that an employee who uses up his/her absence allotment and bank days will not be paid for subsequent absences and each single day of

unpaid absence or consecutive days of unpaid absence in which the employee is not available for scheduled employment shall be considered an infraction within the meaning as established within Article X, Section 10.3.4, Discipline Procedure.

10.8 NYS Disability / Workers Compensation Supplemental Plan

The College will provide supplemental NYS Disability and Workers' Compensation benefits to all regular full-time and regular part-time employees.

10.8.1 Disability Leave supplemental payments for an absence due to illness or non-work related injury shall begin on the 8th consecutive calendar day and will equal 100% of the difference between the employee's full regular wages, excluding overtime, and the payments under the NYS Disability Plan.

10.8.2 Workers Compensation Leave supplemental payments for an absence due to a work related injury shall begin on the 8th consecutive calendar day and will equal 50% of the difference between the employee's full regular wages, excluding overtime, and the payments under the Workers' Compensation Plan.

<u>Length of Service</u>	<u>Supplemental Pay Duration</u>
at least one full year	1 week
at least two full years	4 weeks
at least three full years	7 weeks
at least four full years	10 weeks
at least five full years	13 weeks

10.8.3 The College's supplemental benefits will be based upon length of service as a regular full-time or part-time employee as noted above and will be inclusive for both NYS Disability Leave and Workers Compensation Leave.

10.8.4 Supplemental benefits are not cumulative from contract year to contract year and will be determined according to the contract year in which the absence began. In order for an employee to return to work, a doctor's certificate may be required at the discretion of the College. This language reflects practice as of June 1998 as well as past practice.

10.9 Temporary Absence

In the case of temporary absence, which is defined as from one (1) through three (3) days, the College will divide and rotate temporary increases in workloads among the employees. Employees within classification may be expected to divide the work and carry on as normal. Supervisors and employees will work together to prioritize the workload.

10.10 Employee Obligation

An employee's first obligation shall be to his/her position at Skidmore. Any outside part-time or full-time employment shall be made known to the College and should not interfere with the Skidmore position. The employee cannot

expect any special consideration in scheduling or shift assignment to work at a second job.

It is understood that at times, because of annual special College programs and events of a nature such as Trustee visits, Generation Weekend, Graduation, etc. or on occasion when illness or disability limit the number of employees available for work within a classification, employees may be required to work overtime and the provisions of Article X, Section 10.4.1, above shall apply.

10.11 Resignations

The Union recognizes the responsibility of all employees resigning their positions to give the College two weeks' notice. An employee who is laid off by the College through no fault of his/her own will be given two weeks' notice or pay and benefits in lieu thereof, at the discretion of the College.

10.12 Leave of Absence

Upon written request to the Director of Human Resources via the cognizant Department Head, the College, at its sole discretion, may grant a personal leave of absence without pay or benefits to full-time regular employees for a period not to exceed three (3) months provided such leave will not have a negative impact upon the College's operation. The employee must have a minimum of one (1) full year of service to apply for a leave of absence. The above noted request must explain why the employee is not using all days available to him/her from vacation, personal, absence, or absence bank days to meet the Leave of Absence need.

An employee who fails to return to work from any leave of absence within the time specified for return, or who prior to the end of such leave, has not requested and received permission in writing for an extension of such leave, shall, therefore, be deemed to have voluntarily terminated his/her employment.

10.13 Pay Period

The College agrees to pay on an every other week basis.

10.14 Military Service

A regular full-time employee who leaves the College to serve in the Armed Forces of the United States, and, who upon termination of such service, is entitled to reinstatement under the laws and regulations of the United States or the State of New York, shall, upon timely application, be granted reinstatement to the full extent provided by law.

10.15 Jury Duty

The College agrees to pay the difference between a regular employee's normal wages and jury fees received. The employee must return to work on the day he/she is excused or released from jury duty.

10.16 Personal Leave

Regular full-time employees are eligible for four (4) days personal leave each year with pay. **Regular full-time new hires are eligible on a prorated basis for up to four (4) days personal leave each year with pay.** Personal leave is to be taken during **the year following the employee's regular hire date** in units of not less than 1/2 days. A request for personal leave shall be made in writing at least forty-eight (48) hours in advance.

An emergency personal day may be granted at the discretion of the department head and will not be subject to the grievance procedure. However, the Union may appeal decisions to Human Resources should they believe the employee is being discriminated against. No part of such personal leave shall be used for striking or boycotting.

Employees may choose to redeem a portion or all of the following year's personal leave at the employee's current prevailing wage rate in whole-day increments. Requests for pay in lieu of personal leave days must be submitted in writing to the supervisor prior to the employee's anniversary date.

10.17 Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993, Union employees may be eligible for an unpaid leave under certain circumstances. Upon return from a Family Medical Leave, the employee will return to their same classification and shift. A copy of the Family and Medical Leave policy is available in Human Resources.

10.18 Bereavement Days

A regular full-time and part-time employee who is absent on a regular work day because of the death of a spouse, parent, stepparents, child, sister, brother, mother-in-law, father-in-law, natural grandparents, grandparents of a spouse, grandchildren, or any other relative living in the home shall receive pay for up to four (4) such working days lost but not to exceed two days after the funeral.

10.19 Internal Scholarship Tuition Program

Regular full-time employees, their spouses, and legally dependent children who meet admission standards are eligible to receive free tuition for undergraduate course work on a credit or non-credit basis at Skidmore College providing there is space available in the class. Legally dependent children are those who qualify as dependents under the IRS code. Registration fees, cost of private instruction, laboratory fees, activity fees, and other special fees are not included in the tuition benefit.

Employees must complete the appropriate tuition waiver request form, which is available in Human Resources, when enrolling in any class. Employees must apply for all eligible financial aid available to the student from state or federal

sources through the Office of Student Aid and Family Finance in order to receive the tuition benefit. This Program shall be administered to union employees as it is to non-union employees. The existence and continuation of this Program rests solely with the College. The Internal Scholarship Tuition benefit ceases at separation of employment.

10.20 Tuition Exchange Program

Regular full-time employee's legally dependent children are eligible to participate in the College's Tuition Exchange Program on the same basis as dependents of the College's non-union staff as long as such a program exists. Full-time employees must have at least three (3) years of consecutive full-time employment for their dependent children to be eligible for this Program. Legally dependent children are those who qualify as dependents under the IRS code. Information and applications for this Program can be obtained in the Student Aid/Family Finance Department. The existence and continuation of this Program rests solely with the College. The Tuition Exchange benefit ceases at separation of employment.

10.21 Foul Weather, Working and Protective Clothing

Foul weather clothing will be provided to Grounds, Transportation, Maintenance, Stablehand and Post Office employees whose regular duties expose them to out-of-doors work for an extended period under all weather conditions. Such clothing is limited to rain gear, work jackets, gloves, and rubbers/overshoes. Central Receiving employees shall be furnished work jackets and gloves.

All clothing purchased by the College and in the hands of employees remains the property of the College. Worn out clothing must be turned in to the supervisor before replacement. The issue of work jackets is limited to one per year.

10.22 Uniforms

The College and Union will work together through Labor Management Meetings to define a College-wide uniform policy.

10.23 Tools

Tools and implements required in the performance of work shall be furnished by the College, except where by custom of the trade, employees furnish their own tools.

10.24 Washrooms

The College agrees to maintain sanitary washrooms with soap and paper towels.

10.25 Lockers

The College agrees to provide individual lockers with adequate locks on a space available basis.

10.26 Temporary Assignment

In the interest of providing full-time regular employees with opportunities to gain experience in other classifications within the bargaining unit, the College may temporarily assign employees to tasks outside the employee's normal classification. Such assignments will normally result from the temporary absence of some duration of the regular full-time or part-time employee assigned to the classification. During the temporary assignment, the employee should request and be given feedback on their performance.

An employee chosen for the temporary assignment will be selected from a list of bargaining unit volunteers maintained by Human Resources. Volunteers must have acceptable job performance and meet the minimum education/skill criteria.

When the above noted factors are met, the selection will be by College-wide seniority on a rotating basis.

While on temporary assignment, the employee will be paid the temporary classification's prevailing hourly wage rate. The length of the temporary assignment shall be determined solely by the College without recourse to the Grievance Procedure.

10.27 Leadperson

The Union agrees that the College may designate the classification(s) where Leadperson(s) may be appropriate and the number of Leadperson(s) who may be appointed. Such appointment will be from a list of three provided by the Union, all of which may be rejected, in which case the Union may supply additional lists as appropriate. Appointments will be for one year but may be renewable based upon performance. It is understood that the College's organization may require a Leadperson to be assigned in a way that results in his/her interaction with more than one classification. In these instances, prior Union concurrence is required. It is understood that the designation of Leadperson will be reviewed annually and may be removed by the College after review.

A Leadperson's responsibility shall be to aid the supervisors in developing schedules, ensuring compliance with work schedule, reviewing work accomplishment, relaying information/direction to and from supervisor/employees, assisting in preparing work reports, training other employees in safe efficient work methods, and other similar activities. It is understood the Leadperson shall not hire, fire, or relay any disciplinary action to any employee.

A wage rate premium for this extra responsibility shall be as noted in Article XIII, Section 13.7. It is also agreed that when an employee is working overtime as a Leadperson, lead pay shall be considered as part of the base wage for the purpose of overtime calculation.

10.28 Modified Work Program

It is agreed that, at the College's option, a regular employee absent from work due to a work-related injury or disability may be required to return to work and placed in any work assignment in the College's total work force, subject to medical restrictions, for a time period not to exceed three months. It is further agreed that the affected employee shall be paid his/her regular classification compensation during this time period. The College and the Union recognize that even though the employee may be assigned outside of the bargaining unit, it is agreed that said employee remain a bargaining unit member.

10.29 Job Retention

10.29.1 Normal Requirement

Continued employment at the College is contingent upon being able to fulfill assigned classification requirements. Should an employee be unable to meet the requirements of his/her position for medical reasons, he/she may be removed from the classification and temporarily assigned to any classification in which there is an opening or a "permit" position provided he/she can meet that position's requirements. Should there be no openings for which the person is qualified, the employee may be discharged with the understanding that he/she may bid on openings in accordance with the following schedule:

1 through 2 years of full-time employment	=	1 month bidding timeframe
3 through 5 years of full time employment	=	2 months bidding timeframe
6 through 10 years of full time employment	=	4 months bidding timeframe
11 plus years of full time employment	=	5 months bidding timeframe

10.29.2 Workers Compensation

Should a regular employee be injured on the job and will be unable to return to his/her position after a twelve (12) month absence, the employee shall be deemed terminated and the position shall be vacated and posted. If prior to the end of the twelve (12) month absence the physician states that the employee can never return to his/her regular position, the employee will be deemed terminated and the position shall be vacated and posted at that time. During employment, the College will continue welfare and pension contributions. The Director of Human Resources will extend the twelve-month period if a written physician's statement indicates an imminent "return to work" date.

It is further agreed that an Occupational Physician will treat injured employees for their injury in the event, by mutual consent, the College and Union have designated such for the first 30 days after injury.

10.29.3 Disability

Should a regular employee be absent under the College's Disability Program (Article X, Section 10.8) and is unable to return to his/her position after a six-month

absence, the employee shall be deemed terminated and the position shall be vacated and posted. However, a regular employee who has completed five years or more of full-time employment shall have the aforementioned six-month period extended as follows:

5 through 10 years of full-time employment	= 2 additional months
11 through 15 years of full-time employment	= 3 additional months
16 through 20 years of full-time employment	= 4 additional months
21 through 25 years of full-time employment	= 5 additional months
26 or more years of full-time employment	= 6 additional months

The Director of Human Resources will extend this schedule if a written physician's statement indicates an imminent return-to-work date. The College will continue welfare and pension contributions during the employment.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 The representatives of the College and the Union seek and encourage the open, honest and timely discussion of problems and concerns. Both parties are responsible for making prompt and earnest efforts to informally resolve issues as they arise. If informal problem solving is unsuccessful, the formal grievance procedure may be utilized to resolve issues, problems, disputes arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

11.2 Definition of Grievance

A grievance is defined as a complaint involving an alleged violation(s) of a specific provision(s) of this Agreement. The grievance procedure is designed to afford a fair method of resolution, and all claims that this Agreement has been violated shall be subject to the following general guidelines and grievance steps procedures:

11.3 General Guidelines

Only one subject matter shall be addressed in any one grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the date the incident or violation took place, the specific section or sections of the Agreement involved, and the relief sought.

An employee will have his/her designated Union representative represent him/her at each step of the formal grievance procedure. If an employee brings any grievance to the College's attention without first having notified the Union, the College representative to whom such grievance is brought shall immediately notify the designated Union representative and no further discussion shall be had on the matter until the appropriate Union representative has been given notice and an opportunity to be present.

All formal grievances must be presented promptly in writing, in accordance with the published procedure and no later than fourteen (14) days from the date that the Grievant met with the immediate supervisor as part of the informal grievance procedure.

At any step of the formal grievance process, the time limits may be extended with the written agreement of Union division officers and/or Union Business Representative and the Director of Human Resources or designee. The extension agreement must specify the length of the extension and the reason for the extension. The right of appeal no longer exists when a decision has been made and a timely appeal has not been filed.

The parties will make a good faith effort to handle filed grievances and investigations in a confidential, courteous, and professional manner.

11.4 Informal Grievance Procedure

Within seven (7) calendar days of when the aggrieved employee first became aware of, or should have become aware of, the cause of grievance, the employee shall first meet informally, with Union representation, and with the immediate supervisor to discuss the problem which may give rise to a formal grievance. The goal of this informal discussion is to provide both parties opportunity to explain their perspectives on the problem in order to explore possible options for resolution, and to jointly resolve the problem. If the issue is unresolved, the employee may pursue resolution by documenting the basis of the complaint and initiate action through the formal grievance procedure outlined below:

11.5 Formal Grievance Procedure

STEP 1: Within seven (7) calendar days of receipt of the written grievance, the Supervisor will conduct a meeting with the Grievant and his/her Union representative to hear and discuss the grievance. The Supervisor will return a written decision, including clear, concise rationale, to the Grievant and his/her representative within seven (7) calendar days. It is agreed that if the Supervisor does not respond to the Grievant within the time described above, and there has been no written agreement to extend the response for a specified time, the grievance is deemed denied and automatically proceeds to the next step in the grievance process.

In cases of termination, Step 1 and Step 2 of this procedure will be waived. The Union may request a hearing before the College's Director of Human Resources or his/her designee. A hearing will be held at the time mutually agreed upon between the Director of Human Resources and the Business Agent for the Union.

STEP 2: If dissatisfied with the Supervisor's response in Step 1, the Grievant may appeal to the Department Head or other individual designated by the Department Head, within seven (7) calendar days from receipt of the answer to Step 1. The Department Head will meet with the Grievant and Union representative and the Supervisor to hear and discuss the grievance within seven (7) calendar days. The Department Head will submit a written response, including clear, concise rationale, to the Grievant within seven (7) calendar days of the meeting. It is agreed that if the Department Head does not respond to the Grievant within the time described above, and there has been no written agreement to extend the response for a specified time, the grievance is deemed denied and automatically proceeds to the next step in the grievance process.

STEP 3: If the grievance is not resolved in Step 2, the Union Business Representative or designee may appeal to the Director of Human Resources, provided the following criteria are met: An appeal with documentation must be filed with the Director of Human Resources within fourteen (14) calendar days to activate the Step 3. The documentation will include a rebuttal of the Department Head's decision. The Union representative(s), the Department Head and the Director of Human Resources shall meet at a time mutually convenient for the purpose of resolving the dispute. This meeting shall be held within fourteen (14) calendar days of receiving the request. Within seven (7) calendar days following the meeting, the Director of Human Resources will render a decision regarding the disposition of the grievance with a copy sent to the Union Business Representative.

Step 4: If the grievance is not satisfactorily resolved in Step 3, the Union has forty-five (45) calendar days after receipt of the Step 3 response to submit the matter to the American Arbitration Association, for all grievances other than those pertaining to the bidding process, but only in accordance with all of the following terms and conditions:

1. The submission to the arbitrator must be made in writing by certified mail with a copy to the Director of Human Resources.
2. The arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this Agreement.
3. The decision of the arbitrator will be final and binding.
4. The cost of the arbitrator's service will be borne equally by the College and the Union, excluding attorney's fees.

The choice of arbitrator for grievances pertaining to the bidding process will rotate between the College and the Union. Choice of arbitrator will be either the American Arbitration Association or the New York State Employee Relations Board and will be subject to the preceding four (4) step terms and conditions noted above. The College and the Union will review arbitrators' resumes and must agree on choice of arbitrator.

ARTICLE XII

GENERAL ITEMS

12.1 Legislation

It is agreed that if any provisions of this Agreement are in conflict with State or Federal Laws, said Laws shall supersede any provision of this Agreement.

12.2 Entire Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that this Agreement was arrived at after the free exercise of such rights and opportunities. Therefore, the Union and the College, for the life of this Agreement, each voluntarily and unequivocally agree that collective bargaining is concluded and that the others shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement. Accordingly, this Agreement is in full settlement of all issues and no issues shall be subject to collective bargaining during the term of this Agreement.

12.3 Strikes, Stoppages and Lockouts

As long as the parties to this Agreement observe all the terms and conditions hereof, and with respect to matters in dispute to such observance, have not neglected or refused to abide by the award of an Arbitrator rendered hereunder, there shall be no strikes, stoppages or lockouts.

12.4 Retirement Allowance

A retirement allowance of eight (8) weeks' pay will be granted to those employees who retire with twenty-five (25) continuous years of full-time service and ten (10) weeks' pay after thirty (30) continuous years of full-time service.

12.5 Service Recognition

The College agrees to pay \$250 on or about June 1 each year of this Agreement to employees who have attained at least twenty-five (25) full years of full-time continuous service and who do not have third or fourth step disciplinary actions in their file from the previous twelve (12) month period.

12.6 Labor Management Committee

Labor Management Committee consisting of eight (8) members, four (4) of whom shall be Union representatives and four (4) of whom shall be College representatives shall exist and meet once a month to discuss suggestions made by the College and the Union for improving working relations and conditions, and to review and make recommendations regarding problems of both the Union and the College. The Director of Human Resources shall coordinate this Committee.

12.7 Working Supervisors

The supervisors of the Post Office, Telephone Switchboard and Food Service Storeroom shall be working supervisors and not members of the Union. A working supervisor titled "Installed Mechanical Specialist" shall be recognized provided the Plumber and Electrician bargaining units agree to such authorization.

12.8 Employment Physicals

Employees hired will be required to successfully pass a physical conducted by a physician or nurse practitioner designated by the College. This physical will be at no cost to the applicant.

12.9 Student Pavilion

The Union recognizes Falstaff as a separate Student Government Association/Corporation facility operating under a lease from Skidmore College. Within this arrangement the Union's jurisdiction shall include the following:

1. Snow Removal - along the access road to include a 22' fire lane (turn around) northeast of the Pavilion; and the lighted path running north/south between the perimeter road and the access road.
2. Trash Collection - from a platform southeast of the access road (on a daily basis, 6 days a week).
3. Maintenance - as necessary on installed mechanical equipment.

Should the Student Pavilion Corporation desire to sub-contract to Skidmore College for a service or catering operation wherein personnel covered by this Agreement are required to participate, the Union agrees to such participation.

12.10 Benefit Communication

Human Resources will communicate annual information to employees regarding College provided benefits.

**ARTICLE XIII
WAGE, WELFARE, INSURANCE AND SHIFT DIFFERENTIAL**

13.1 Wages

	<u>Group Classification</u>	<u>6/01/01</u>	<u>6/01/02</u>	<u>6/01/03</u>
I	Housekeeper	\$ 9.99	\$10.39	\$10.73
	KDR	\$ 9.99	\$10.39	\$10.73
II	Switchboard Operator	\$10.09	\$10.49	\$10.83
III	Environmental Service Technician	\$10.59	\$11.01	\$11.37
	Groundskeeper	\$10.59	\$11.01	\$11.37
	Roundsperson	\$10.59	\$11.01	\$11.37
	Stablehand	\$10.59	\$11.01	\$11.37
	Bookstore Stockroom Clerk	\$10.59	\$11.01	\$11.37
	SPA Short Order Cook	\$10.59	\$11.01	\$11.37
IV	Refuse-Recycling Truck Driver	\$11.33	\$11.78	\$12.16
	Central Receiving Clerk	\$11.33	\$11.78	\$12.16
	Post Office Clerk	\$11.33	\$11.78	\$12.16
	Vehicle Driver	\$11.33	\$11.78	\$12.16
	Third Cook	\$11.33	\$11.78	\$12.16
V	Second Cook	\$11.85	\$12.33	\$12.73
	Maintenance Mechanic	\$11.85	\$12.33	\$12.73
	Baker	\$11.85	\$12.33	\$12.73
	Grounds Mechanic	\$11.85	\$12.33	\$12.73
VI	Boiler Operator	\$12.31	\$12.80	\$13.21
	First Cook	\$12.31	\$12.80	\$13.21
	Fleet Mechanic	\$12.31	\$12.80	\$13.21
VII	Chef	\$13.63	\$14.18	\$14.64

NOTE (A) Special Wage Rates - regular employees hired in Groups I, II, III and IV shall be paid wage rate equal to 85%, 92% and 100% of the prevailing rate during full employment years one, two and three respectively. Permits will be paid 85% of the appropriate prevailing rate.

NOTE (B) The College, subject to legal restrictions, will continue the administration of an employee Section 125 plan limited to the employee's Health Benefit copayment.

NOTE (C) It is agreed that the Bookstore Stockroom Clerk position noted above in Group III shall cease to be a Union position when the current incumbent, Thomas Steigerwald, vacates said position.

NOTE (D) It is agreed that KDRs (S. Green and E. Burns); Mail Clerks (J. Crooks, R. Akstull and B. Heyler); and Bookstore Stockroom Clerk (T. Steigerwald) are paid \$.09, \$.09, and \$.30 respectively above the appropriate classification rate and this condition will continue within this Agreement as long as the individuals remain within the classification. All other classifications will be paid per the schedule.

13.2 Health Benefit Fund

The College and the employees agree to pay to the Local 200-D Health Benefit Fund the following costs associated for regular full-time employees participating in the Health Benefit program for individual and family insurances. The monthly contribution per eligible employee shall be as follows:

<u>Effective Date</u>	<u>Individual Rate College Contribution</u>	<u>Family Rate College Contribution</u>
June 1, 2001	\$320.00	\$592.00
June 1, 2002	\$336.00	\$627.00
June 1, 2003	\$352.00	\$662.00

13.3 Shift Differential

The Employer agrees to pay a **\$.30** per hour shift differential to employees regularly scheduled to work the second and/or third shift. Should an employee work beyond his/her normally scheduled shift into the 2nd or 3rd shift, the shift differential will be paid for the whole shift only if the majority of the regular 2nd or 3rd shift is worked. Shift differential shall be paid to **any** employee when the majority of his/her shift occurs after 4 P.M. The shift differential shall be considered as part of the base wage for the purpose of overtime calculation. Individuals assigned to cover for absent personnel regularly scheduled to the 2nd or 3rd shift will not be paid the shift differential.

13.4 Pension Fund

The College agrees to make payment into the Service Employees Pension Fund of Upstate New York for full-time regular employees as follows:

<u>Effective:</u>	<u>6/01/2001</u>	<u>6/01/2002</u>	<u>6/01/2003</u>
<u>Hourly Rate</u>	<u>\$.80</u>	<u>\$.85</u>	<u>\$.85</u>

13.5 C.O.P.E.

The College agrees to deduct a specified amount of money from the wages of all employees from who written authorization has been received by way of completed Union supplied forms. These deductions shall be voluntary, in amounts as certified by the Union, and forwarded to the Union.

The Union agrees to indemnify and hold the College harmless from and against any and all claims, demands, suits or other forms of liability, including reasonable attorney fees that may arise out of or by reason of any action taken by the College pursuant to the provisions of this article.

13.6 Service Fund

The College agrees to pay \$5,500 on September one (1) of each year of this Agreement to the Union Service Fund.

13.7 Lead Personnel Premium

The College agrees to pay a \$.50 per hour premium to personnel covered by this Agreement when they are designated Lead Personnel. Lead premium shall be considered as part of the base wage for the purpose of overtime calculation when an employee is working overtime as a Leadperson.

13.8 Pool Environmental Service Technician Premium

The College agrees to pay a \$.50 per hour premium to personnel covered by this Agreement when they are designated Pool Environmental Service Technician. When an employee is working overtime as a Pool Environmental Service Technician, the Pool Environmental Service Technician premium will be considered as part of base wage for the purpose of overtime calculation.

13.8.1 Environmental Service Technician - Recycling Duties

The College agrees to pay a \$.50 per hour premium to personnel covered by this Agreement when they are designated as the Environmental Service Technician assigned to the recycling duties. When an employee is working overtime in the recycling duties, the Environmental Service Technician - recycling duties premium will be considered as part of base wage for the purpose of overtime calculation.

13.9 General Note

Relative to Article XIII, Section 13.2 and 13.4, the College agrees that payments to the Funds shall be paid in a form and manner prescribed by the Trustees of said Funds no later than fifteen (15) calendar days following the last day of the month in which the labor services was performed.

In addition and by execution or acceptance of this Agreement, the College agrees to be bound by the terms of the Agreements and Declaration of Trusts and Amendment thereto in existence as of the date of this Labor Management Agreement, establishing the Pension Fund and Health Benefit Fund referred to herein, and said Agreements and Declaration of Trusts and Amendments thereto and policies adopted by the Trustees and in existence as of the date of this Labor Management Agreement, shall be considered a part of this Agreement in the same manner as if fully set forth herein.

ARTICLE XIV

DURATION OF CONTRACT

This Agreement shall be effective from June 1, 2001, to May 31, 2004, and from year to year thereafter unless either party gives notice in writing to the other, not less than sixty (60) days prior to May 31, 2004 or any subsequent May 31st corresponding to a succeeding year of renewal.

ARTICLE XV THE AGREEMENT

This Agreement, along with Schedule "A", "B", and "C", attached hereto and made part hereof, constitute the entire understanding of the parties.

ARTICLE XVI APPLICATION OF CONTRACT

This contract shall be binding on the parties hereto and their successors or assignees. The undersigned are duly authorized representatives of Skidmore College and Local 200 United of Service Employee's International Union, AFL-CIO, and hereto have executed this Agreement on the date and year indicated below.

FOR THE COLLEGE:

Barbara E. Beck
Negotiator and Director of Human Resources
Skidmore College

Date

Kathleen Carter
Assistant Director of Human Resources
Skidmore College

Date

Karl W. Broekhuizen
Vice President and Treasurer
Skidmore College

Date

FOR THE UNION:

Jerry Dennis, President, SEIU Local 200 United

Date

John Berry, Negotiator and Vice-President
SEIU Local 200 United

Date

Richard E. Kelleher, Chief Shop Steward
Skidmore College

Date

SCHEDULE "A"

GLOSSARY

BIDDING is a process through which regular Union employees may apply for a job change when there are openings within their classification (Intraclassification) or in other classifications (Interclassification).

INTRAClassification BIDDING is a process of applying for an opening within one's classification to be filled on a voluntary basis by full-time personnel within that classification prior to College-wide posting of the vacancy. Such bidding can only take place when the result is a change of shift. The College retains the sole right of assignment of position work location.

INTERCLASSIFICATION BIDDING is a process whereby one applies for any posted opening within one's bargaining unit.

EMERGENCIES are disruptions in the normal functioning of the operation of the College that may include, but are not limited to, a serious deficit or physical disaster caused by accident or by acts of God, and the non-availability of Union personnel to perform a function.

EMPLOYEES are described in two categories:

- a) Full-time regular employee works at least 40 hours per week
- b) Part-time regular employee works less than 40 hours per week.

EMPLOYEES' RIGHTS apply only to those specified within the contract of that specific employee's bargaining unit.

**SCHEDULE “B”
GRIEVANCE FORM**

SCHEDULE "C"
POSITION DESCRIPTIONS

Baker
Boiler Operator
Bookstore Stockroom Clerk
Central Receiving Clerk
Chef
Environmental Service Technician
First Cook
Fleet Mechanic
Food Service Trainee
Grounds Mechanic
Groundskeeper
Housekeeper
KDR
Maintenance Mechanic
Post Office Clerk
Refuse-Recycling Truck Driver
Roundsperson
Second Cook
SPA Short Order Cook
Stablehand
Switchboard Operator
Third Cook
Vehicle Driver