

Collective Bargaining Agreement

—BETWEEN—

SEIU Local 200United
Non-Tenure Track Faculty

and

Skidmore College

19 March, 2025 — 31 May, 2027



**Collective Bargaining Agreement
By and Between
Skidmore College and SEIU Local 200United**

March 19, 2025 – May 31, 2027

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PREAMBLE

This Agreement is entered into as of March 19, 2025, by and between Skidmore College (hereinafter referred to as the "College") and Service Employees International Union, Local 200United (hereinafter referred to as the "Union").

ARTICLE I – PURPOSE AND INTENT

Our common goal is the continuing success, growth, and flourishing of Skidmore College as an educational institution. We expect and are committed to the same mutual respect between our union and the Administration as exists between the Administration and any of Skidmore's other essential stakeholder groups. Foremost among these is providing the best possible learning environment for Skidmore's students. That is the essential mission of Skidmore as an educational institution. This agreement is designed to ensure that all faculty at Skidmore, including NTT faculty, receive the support and security they need to provide the best possible learning environment for students.

ARTICLE II – RECOGNITION

Section 1. Recognition

The College recognizes the Union as the exclusive collective bargaining representative of the Bargaining Unit defined in Section 2 for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, grievance procedures, and other terms and conditions of employment.

Section 2. Description of Bargaining Unit

Pursuant to the Certifications of Representative issued by the National Labor Relations Board in Case No. 03-RC-295214 and in Case No. 03-RC-296469, the College hereby recognizes the Union as the sole and exclusive collective bargaining representative of all full-time non-tenure-track teaching faculty, including librarians and postdoctoral fellows (with teaching responsibilities), employed by the College, and all part-time non-tenure-track teaching faculty, including Accompanists and private music lesson instructors, and the ESL Specialist & Lecturer employed by the College; but excluding all tenured and tenure-track faculty, department chairs and program directors, department assistants, managers, confidential employees, guards, and supervisors defined in the Act, and all other employees. Employees whose primary responsibility involves teaching in programs that are hosted off campus, are not considered part of the

bargaining unit. Staff who teach as a required part of their staff position and/or who do not hold a recognized faculty title as listed in the Faculty Handbook are not included in the bargaining unit.

Section 3. Employees

Unless otherwise specified, the term “employees” as used in this Agreement shall mean employees in the Bargaining Unit described in Section 2 of this Article.

Section 4. Jurisdiction

The jurisdiction of the Union shall cover all work performed by employees listed above in Section 2. The type of work normally performed within the bargaining unit by employees covered in Section 2 shall be performed by employees covered by this Agreement. This provision does not prevent the College from exercising its management rights as defined in Article III of this Agreement, including, but not limited to, exercising discretion in the assignment of specific courses.

ARTICLE III – MANAGEMENT RIGHTS

Section 1.

Management of the College is vested exclusively in the College. Except as otherwise specifically provided by an express provision of this Agreement, the Union agrees that the College has the right to:

- a) establish, plan, direct, and control the College’s mission, programs, course offerings, objectives, activities, resources, and priorities;
- b) establish and administer procedures, policies, handbooks, rules, and regulations and direct and control College operations;
- c) alter, extend, reduce, or discontinue existing programs, units, schools, courses, equipment, facilities, and location of operations;
- d) determine or modify the number, qualifications, scheduling, responsibilities, and assignment of bargaining unit faculty members;
- e) establish, maintain, modify, evaluate or enforce standards of performance, conduct, order, and safety;
- f) establish and require bargaining unit faculty members to observe College policies, procedures, rules, and regulations;
- g) recruit, hire, appoint, reappoint, promote, transfer (across academic units), discipline, dismiss, layoff, or not rehire bargaining unit faculty members in a manner consistent with this Agreement;
- h) establish or modify the academic calendars, including holidays and holiday scheduling;

- i) assign work locations;
- j) schedule hours of work;
- k) determine compensation for bargaining unit members not otherwise established in this Agreement;
- l) address accreditation requirements;
- m) enter into contracts of employment with bargaining unit members in a manner consistent with this Agreement;
- n) determine whether to extend a terminal appointment or to convert a terminal line to a renewable line as set forth in Article XXII of this Agreement;
- o) determine all matters relating to faculty conversion to the tenure track;
- p) introduce new (or otherwise change existing) standards, facilities, or methods of instruction or assessment of student learning;
- q) subcontract all or any portion of any operations;
- r) exercise sole authority on all decision involving academic matters; and
- s) exercise the powers of the College granted by its Charter and Bylaws.

Decisions regarding what is taught, the format in which it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of the College.

The College shall also have the right to establish, alter or amend any practices and/or terms and conditions of employment not specifically covered in this Agreement, including the ability to amend, alter, or change the terms of the Faculty Handbook, provided that the College has met its obligation to negotiate with the Union as provided for in this Agreement, when the exercise of such rights will result in a material change to unit member(s)' terms and conditions of employment.

Section 2.

The above listing of management rights is not intended to be exhaustive and does not exclude other management rights not specified herein, nor shall the exercise of or non-exercise of rights constitute a waiver of any such rights by the College.

Section 3.

No action taken by the College with respect to management or academic rights shall be subject to the grievance procedure or collateral suits unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE IV – UNION RIGHTS AND BUSINESS

Section 1. Union Representation

The Union shall notify, in writing, the College of the elected Officers and Shop Stewards and the assigned Union Staff Representative authorized to administer this Agreement on behalf of the Union.

Section 2. Union Business and Visitation

Union Staff Representatives, Union Officers and Stewards shall be permitted to transact official Union business related to the administration of this Agreement on the Employer's property. Union Business and Visitation shall not disrupt the College's operations.

Section 3. Use of Employer's Email to Perform Union Business

Authorized Union Officers and Shop Stewards are permitted to use their College-provided email to conduct Union business.

Section 4. Union Meetings

The Union shall have access to reserve meeting space on the College's campus, subject to the same procedures as other campus organizations.

Section 5. Postering

The Union is permitted to poster, in compliance with the College's poster policy.

Section 6. New Faculty Orientation

All new non-tenured or non-tenure track hires are entitled to a meeting with an authorized Union Staff representative not to exceed an hour as part of their onboarding. The College shall also provide time during its new faculty orientation for Union Staff representatives and/or Officers and Shop Stewards to meet with new bargaining unit eligible employees to discuss Union matters and orient new employees to this Agreement. The opportunity to meet with new bargaining unit eligible employees will be scheduled on the agenda as a breakout session.

Section 7. Website

The College shall maintain a log-in-only portal on its website, with links to this Collective Bargaining Agreement and mutually-agreed-upon side letters, memorandums of agreement, and other governing documents that dictate the terms and conditions of employment for bargaining unit members, and any handbooks and policies referenced by or appended to this collective bargaining agreement. The College shall include the contact information for Union Staff representatives, Officers, and Stewards and a link to the Union's website.

ARTICLE V – UNION SECURITY AND DUES CHECKOFF

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in good standing upon ratification of this Agreement. All new

employees shall become and remain members in good standing with the Union within thirty (30) days of their first day of work.

Section 2. Beck Ruling

Consistent with *Communication Workers of America v. Beck* (1988) and subsequent NLRB rulings, employees may choose not to join the Union and, in lieu of regular dues, pay an agency fee in an amount set by the Union.

Section 3. Enforcement

Upon written request by the Union, the College shall enforce this Article with respect to any employee who is not in good standing.

Section 4. Dues

Upon receipt of an executed dues authorization form, the College shall deduct dues and/or fees equivalent to dues and assessments levied by the Union. These amounts shall be deducted from employees' wages and sent to the Union on a monthly basis. The Union shall certify to the College, in writing, the amount of regular monthly dues, initiation fees, and assessments to be deducted under the provisions of this Article. Any changes in amounts to be deducted shall also be certified in writing to the College.

Section 5. Payroll Deductions for CoPE

The College shall provide for voluntary payroll deductions for the Union's Committee on Political Education ("CoPE") on behalf of employees who authorize such deductions in writing.

Section 6. Indemnity

The Union hereby agrees to indemnify and protect the College against all forms of liability and claims which may arise by reason of the College's compliance with this Article.

ARTICLE VI – BARGAINING UNIT INFORMATION

Section 1. Preliminary List

Each term (Spring/Fall semesters and any Winter or Summer intersession terms) and no later than the first day of the start of each semester, the College shall provide the Union a preliminary list of the bargaining unit members who are engaged to teach that term based on the information available at that time. Any changes to that preliminary list will be provided to the Union no later than three (3) weeks after the first day of classes each term.

Section 2. Bargaining Unit Information

These lists will include the following information:

- a. Legal Name
- b. Home Mailing Address
- c. Any phone number provided including mobile phone numbers
- d. Skidmore College email and any other email address provided
- e. Original date of hire
- f. Department

- g. Job Title
- h. Rate of Pay
- i. All courses taught by the employee during that term, including the course title, the date the course begins and ends, and the number of teaching credits earned by the instructor (if applicable)
- j. Start and end date of pay (if applicable)
- k. Length of appointment
- l. Other professional assignments tracked by the Dean of Faculty's Office (limited to shared governance responsibilities and designations for Associate Department Chairs and Associate Program Directors)
- m. Independent study and/or individual instruction

Section 3. Non-Reappointment/Non-Renewal Information

No later than July 1 and December 15 of each year, the College shall inform the Union, in writing, of those employees whom the College has decided not to renew, reappoint, or rehire to teach during the subsequent academic term. Upon request, the College shall provide to the Union, in writing, with additional information regarding its decision not to renew, reappoint, or rehire employees to teach for the subsequent academic term.

Section 4. General Statement

All information will be provided electronically to the extent practicable.

ARTICLE VII – LABOR MANAGEMENT COMMITTEE

Section 1. Labor Management Committee

The parties will establish a joint Labor-Management Committee, comprising of no more than seven (7) union-appointed members and seven (7) College-appointed members. The committee will meet at least twice each term or by mutual agreement at a different frequency. The committee will seek to identify and resolve issues of mutual concern to the Union and the College. The parties agree to meet at a mutually agreed upon time and will share agenda items for discussion in advance of meeting.

Unless mutually agreed upon by both parties, labor-management meetings shall not be used for decisional or impact bargaining, nor will such meetings be used to discuss pending grievances.

The Union and the College will exchange proposed agenda items two (2) weeks prior to each meeting.

Section 2. All Faculty Meetings

The Union may request to present a report at any regular faculty meeting, in accordance with the standard procedure for adding agenda items to faculty meetings. Requests to present at a faculty meeting will be considered using the then existing procedure and criteria for evaluating such requests.

ARTICLE VIII – HEALTH AND SAFETY

Section 1. General Statement

It is the College's responsibility to provide safe and sanitary working conditions, including equipment, in all present and future facilities (indoor and outdoor), and to otherwise maintain a safe workplace. Furthermore, it is the College's responsibility to ensure that all employees receive adequate training regarding safety procedures. The Union recognizes that each employee has a responsibility to follow the agreed upon safety procedures and work to see that all safety and health regulations are properly adhered to.

Section 2. Health and Safety Committee

The College already has an established Safety Committee that is tasked with designing, implementing, and maintaining a comprehensive safety program that supports and encourages a safe work environment for all employees and is compliant with all external laws and regulations. Accordingly, the parties agree that the Union shall appoint one (1) representative to serve on the College's Safety Committee.

ARTICLE IX – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definition of a Grievance

Under this Agreement, the term grievance is defined as an allegation by an employee that the College has violated an express provision of this Agreement and that such employee has been personally aggrieved thereby, or by the Union that the College has violated an express provision of this Agreement, or by the College that the Union has violated an express provision of this Agreement. Such grievances shall be addressed through the procedure provided for by this Article. A grievance specifically excludes determinations or reports that are covered by the College's Title IX Policy for Faculty or Part Six of the Faculty Handbook.

Employees waive the right to utilize any procedure related to discipline and discharge provided for in the Faculty Handbook.

Section 2. Deadlines

All time limits herein may be extended by mutual agreement expressed in writing. All meetings referenced in this Article shall be scheduled at a date and time mutually agreeable to the parties.

Section 3. Informal Resolution

An employee and their immediate supervisor may first attempt to resolve any grievance informally. Neither party shall have the authority to alter the terms of this Agreement and such resolution shall not be precedential in nature.

While informal resolution is desirable, an employee is under no obligation to seek to resolve any issue informally and the Union reserves its right to file a grievance pursuant to this Article. In any meeting with their supervisor to discuss an informal resolution of a grievance, an employee is entitled to request union representation.

Section 4. Procedure

Step 1

On behalf of an employee (the "grievant"), the Union shall submit the Grievance to the employee's Chair/Program Director (C/PD) and the Associate Dean of the Faculty for Faculty Affairs (ADOF) within fourteen (14) business days of the incident which gave rise to the Grievance. The C/PD or ADOF shall hold a meeting with the grievant and their union steward or staff representative within five (5) business days and respond in writing within ten (10) business days after the meeting. A copy of the Step 1 grievance shall be provided to the Human Resources Office.

Step 2

Upon failure to resolve the grievance at Step 1, the Grievance shall be submitted to the Dean of Faculty/Vice President of Academic Affairs (DOF/VPAA) within five (5) business days of the Step 1 response. There shall be a meeting held within five (5) business days. The grievant and their union steward or staff representative shall meet with the DOF/VPAA (or their designee) to attempt to resolve the Grievance. The DOF/VPAA (or their designee) shall respond in writing within ten (10) business days after this meeting.

A grievance on behalf of the College may be initiated at Step 2 and shall be submitted to the Union's business agent. There shall be a meeting held between the College and the Union within five (5) business days to discuss the grievance. The Union shall respond in writing to the grievance within ten (10) business days after this meeting.

Step 3 – Binding Arbitration

A Grievance which has not been resolved at Step 2 may, within twenty (20) business days after issuance of the Step 2 determination, be referred for arbitration by the Union to the American Arbitration Association (AAA) under its Labor Arbitration Rules.

The award of an arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s).

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined by this Article, and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of the College and the Union.

The fees and expenses of the arbitrator, and the cost of any hearing transcript shall be borne equally by the College and the Union. Each party shall bear the expense of preparing and presenting its own case.

Section 5. Written Presentation and Meetings

All Grievances presented at Steps 1 through 3 of this Article shall be in writing on a form agreed to by the parties and provided by the Union, signed by the aggrieved employee, or by the Union for a Union grievance, and must set forth the specific provisions of the Agreement alleged to have

been violated and the specific relief sought by the aggrieved employee, or the Grievance will be deemed to have been waived, unless the defect is corrected before the end of the time for filing.

Unit members shall not miss a class in connection with investigating or adjusting a grievance or in connection with preparing for or attending any meeting, mediation or arbitration in connection with this Agreement, except when attendance is compelled by subpoena or other legal process. Accordingly, the parties agree that they will make every reasonable effort to schedule arbitrations, meetings, or mediation at the College at times that do not conflict with the teaching schedule of unit members who either party anticipated will be attending arbitration as a grievant or witness.

ARTICLE X – DISCIPLINE AND DISCHARGE

Section 1. Just Cause

Employees shall not be subject to discipline or discharge without just cause.

Section 2. Progressive Discipline

The parties agree that the purpose of progressive discipline is intended to afford all employees the opportunity to learn from mistakes and gain a better understanding of the conduct and performance expected of them in the classroom and the broader campus community. The steps of progressive discipline that the College may impose shall include a documented oral warning, written warning, final written warning, suspension, and termination.

This Section does not prevent or otherwise limit the College from exercising its management right not to extend a terminal appointment, or not to renew a renewable appointment in a manner consistent with the express terms of this Agreement.

Any disciplinary action should generally be consistent with progressive discipline and match the severity of the action or incident that prompted the College to take disciplinary action against an employee. The College may resort to a higher level of disciplinary action if the circumstances are severe enough to warrant such action, but such decision shall be subject to the grievance process.

Section 3. Notification

All disciplinary notices, including oral warnings, shall be given to an employee in writing. The document will include a space for the employee's signature indicating receipt of the document. The employee's signature only signifies receipt of the document and is not an acknowledgement of guilt or agreement with the contents. If the employee chooses to provide a written response, the response will be included in the employee's personnel file.

The Employer shall concurrently notify the employee and the Union of any disciplinary action in writing.

Section 4. Records

All disciplinary records will be maintained by the Director of Human Resources and/or the DOF/VPAA (as appropriate) in the employee's personnel file.

Section 5. Weingarten Rights and Union Representation

Prior to any meeting at which disciplinary action will be taken or that may lead to disciplinary action, an Employee will have the right to request the presence of a Union Steward or Staff representative at the meeting. If the employee requests that a Union Steward or Staff representative attend such a meeting, the meeting may be delayed a reasonable length of time, not to exceed four (4) workdays, to allow the Union Steward or Staff representative to attend. During any such meeting, an employee, upon request, is entitled to a break of up to 30 minutes for discussion with the Union Steward or Staff representative in attendance.

Section 6. Investigative Interviews and Union Representation

An employee is entitled to request the attendance of a Union Steward or Staff representative at any meeting that constitutes an investigative interview. An investigative interview occurs when management or a supervisor questions an employee to obtain information regarding a situation that may lead to disciplinary action against an employee and the employee has reasonable belief that such disciplinary action may result.

Section 7. Paid Suspension

The College may suspend an employee with pay in order to investigate a situation or incident that may or may not give rise to disciplinary action. At the conclusion of the suspension, the employee shall either be provided notice of disciplinary action as provided for by this Article or informed that, upon investigation, no disciplinary action was deemed necessary.

ARTICLE XI – SAVINGS CLAUSE

Should any provision of this Agreement conflict with any present or a future applicable law, such term or provision will be regarded null and void, and the parties agree to bargain about the nullified provision within a reasonable time. Such invalidation of any part or provision of this Agreement shall not invalidate the remaining provisions and they shall remain in full force and effect.

ARTICLE XII – COMPLETE AGREEMENT

This Agreement and its appendices constitute the entire Agreement between the parties governing all mandatory and permissive subjects of collective bargaining. Except for those terms and conditions of employment covered by the Faculty Handbook, this Agreement is intended to supersede all oral or written agreements heretofore made and may not be changed, modified, or amended except by an explicit agreement in writing signed by authorized agents of the parties. The parties agree that in negotiations leading to this Agreement, each had the full opportunity to present and discuss all subjects which they were obliged to discuss. Unless otherwise specified in this Agreement, unit members are subject to the relevant provisions detailed in the Faculty Handbook and other college policies that apply to all college employees. The College will engage in impact bargaining with the Union over changes to the Faculty Handbook that impact the terms or conditions of employment for the bargaining unit members.

ARTICLE XIII – ACADEMIC FREEDOM AND RIGHTS

Unit members shall have the same academic freedom and rights as their non-bargaining unit faculty colleagues. The parties acknowledge and agree to the principles of Academic Freedom and Rights as more specifically detailed in Section III of the Faculty Handbook. The College will engage in impact bargaining with the Union regarding any changes to the Faculty Handbook's Academic Freedom and Rights provisions.

Any dispute regarding academic freedom and academic rights not otherwise addressed in this Agreement shall be referred to the Committee on Academic Freedom and Rights ("CAFR") pursuant to the Faculty Handbook. If at the conclusion of the CAFR process, the dispute remains unresolved and the dispute involves disciplinary action, the dispute may be referred to binding arbitration in accordance with Article IX of this Agreement. Disputes regarding academic freedom and academic rights that do not involve discipline or discharge may not proceed beyond the CAFR process.

ARTICLE XIV – NO STRIKE/NO LOCKOUT

The Union and the employees in the bargaining unit, during the term of this Agreement, will not cause, approve, or engage in any strike, sympathy strike, work stoppage, work slowdown, boycott, or any other activity which interferes with the normal operation of the College.

This includes actions by members that interfere with or disrupt the fulfillment of their duties as educators at the College such as withholding or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined by the National Labor Relations Act).

The College, during the term of this Agreement, agrees that there shall be no lockout of the employees covered by said Agreement.

Should a work stoppage, strike, or any other activity occur as heretofore set in this Article, the Union will use every means at its disposal to end such activity and return the employees to their respective jobs.

ARTICLE XV – MISCELLANEOUS ITEMS

Section 1. Personnel Files

Employees shall have the right to review their complete personnel file maintained by Human Resources upon request. Employees shall not add or remove items from their file and may not remove it from the College's premises. Personnel files will be centrally maintained by Human Resources.

Section 2. Individual Dealing

The College shall not bargain changes to wages, benefits, and other terms and conditions of employment with bargaining unit members directly or on an individual basis that contravene this Agreement.

Section 3. Access to Campus Facilities

Unit members are permitted to utilize the College's academic, fitness, athletic and museum/performing arts facilities on the same terms as tenure-line faculty.

Unit members shall have access to College vehicles for College specific travel, in accordance with College policy and on the same terms as other College employees.

Section 4. Parking and Mass Transit

Unit members shall be provided a campus parking pass for each of the unit member's vehicles on the same terms as other College employees. Unit members will have the same access to electronic vehicle chargers as any other College employee.

Unit members will continue to receive access to the Capital District Transportation Authority on the same terms as other College employees.

Section 5. Campus Store and Dining Facilities Discount

Unit members shall be provided a discount on all purchases at the College's campus store and at the College's dining facilities on the same terms as other College employees.

Section 6. Remote Work

In the event of campus closure or delayed openings (for snow or other reasons), unit members will be expected to follow instructions from the Dean of Faculty or designee in the same manner as other faculty. If the Dean of Faculty or designee provides an option of teaching remotely or cancelling class, an employee will not be penalized for either choice.

Unit members shall never be required to teach or work remotely using their own personal equipment.

ARTICLE XVI – INSTITUTIONAL SUPPORT

Section 1. General Statement

The parties agree that Skidmore students should have the same classroom experience whether a course is taught by a bargaining unit faculty member or non-bargaining unit faculty member, subject to the terms of this Article.

Section 2. Supplies, Materials and Equipment

Unit members shall have access to materials, supplies, and equipment purchased or approved for purchase in advance by their department/program, as necessary to fulfill their assigned duties each semester. Purchases shall be made in accordance with the College's purchasing policies and

protocols. Requests for supplies and materials shall be approved at the discretion of the C/PD. Requests shall not be unreasonably denied.

Section 3. IT Training and Support

The College shall make available its training and ongoing technical support in order to utilize email and cloud storage, Learning Management Systems, software, and College provided computer hardware through the Office of Information Technology in the same manner as for other College faculty. The Office of Information Technology has discretion in the allocation of its resources and technical support. The allocation of College-issued computers shall be governed by Section 4 of this Article. Bargaining unit employees are required to complete all training and follow all policies related to the use of IT resources and equipment.

Unit members shall have access to printing, scanning, photocopying, technical support and clerical/administrative support as available in order to fulfill their assigned duties.

Section 4. Computer, Software and Network Access

Upon hire, full-time unit members shall be provided with a College-issued computer. Upon hire, part-time unit members may submit a request to be provided with a College-issued computer. The Office of Information Technology will evaluate such requests based on the availability of the current inventory. The College shall be under no obligation to purchase a computer for a part-time unit member but must provide computer access in their office or departmental space.

Such computers shall be regularly replaced and upgraded in accordance with the College's usual practice. Upon separation from the College, a unit member shall return the College-issued computer.

Unit members shall be provided with the necessary standard software needed to fulfill their assigned duties in their department/program. Requests for special software shall be considered on the same terms and conditions as for other tenured and tenure-track faculty and allocated in the discretion of the Office of Information Technology.

Unit members shall be provided with network access on the same terms and conditions as other employees. Faculty members shall follow all Information Technology security protocols, policies and procedures.

Section 5. Office and Meeting Space

Full-time unit members shall be provided access to dedicated office space to conduct their daily work, prepare for class, meet with students and colleagues, and hold office hours when they are employed by the College. Part-time members shall be provided, at a minimum, with shared office space or studio space.

Each office shall be appropriately furnished to accommodate the needs for unit members. Appropriate furnishings include a desk, desk chair, student seating, table and adequate storage for books, files, student work, and other media. Shared offices will have access to lockable storage, such as a filing cabinet. Appropriate furnishings for studio space will be determined based on the size of the space. Unit members will have their names listed on office signage and department/building directories, as appropriate. Unit members shall also be permitted to use the

College's room reservation system to reserve meeting spaces and other rooms, in accordance with applicable College procedure.

Section 6. Departmental Procedures and Course Materials

Upon hire, unit members shall be provided with a copy of, or physical or electronic access to, any existing faculty and department handbooks, policies, mission statements, guidelines, or procedures that govern their employment and are related to teaching, placing book orders, and submitting grades.

Unit members shall be provided with a copy of, or electronic access to, a description of any course they have accepted an appointment or assignment to teach, including the course catalogue description, course goals and objectives, and any sample syllabi.

Section 7. Internet and Email Access

During the term of their employment, unit members shall be provided a College email address, access to College Wi-Fi, VPN, cloud storage, and Learning Management Systems (LMS). Upon retirement, unit members shall retain email account access.

The College will maintain email account access for all part-time bargaining unit employees appointed to teach in the fall semester, through the duration of the academic year. Email account access will begin with the bargaining unit employee's start date and shall end at the conclusion of the spring semester.

Section 8. Library Access

During the term of their employment, unit members shall be provided physical and virtual access to College libraries in accordance with library borrowing and accessing policies as may be amended from time to time, including but not limited to research databases, archives, and physical or digital materials. Upon retirement, unit members shall retain access to Library borrowing privileges.

Unit members who voluntarily separate from the College may request Research Associate status for a period of one (1) year and such requests will be considered upon the same terms as other applicants. Research Associates are unpaid courtesy appointments, do not create an employment relationship with the College, and are not included as part of the bargaining unit. Research Associate status is not intended to create an ongoing affiliation with the College between part-time appointments. Research Associate status is generally considered for those who have a legitimate research need that can be met by Skidmore's library resources. Former bargaining unit members who are appointed to the status of "Research Associate" must adhere to all training requirements imposed upon other Research Associates. Decisions regarding Research Associate status shall be in the sole discretion of the College. If the College denies a request for Research Associate status, the Union may file a grievance, but shall not be permitted to take the matter to arbitration.

Section 9. Field Trips and Honoraria for Guest Speakers

With prior approval from the appropriate C/PD, the College shall pay in advance or reimburse a unit member for the full cost of approved field trips or cultural events which are part of the course(s) taught for students. Unit members may request funds for honoraria for guest speakers as

part of teaching assigned courses each semester in class, and such requests will be evaluated by the C/PD in their sole discretion.

Section 10. Directory Listing

Unit members will be listed individually in the College's online directory of personnel and in their department/program's faculty directory. The department/program faculty directory listing shall include the unit member's name, title, office location, office phone number, and college email address.

Section 11. College ID Card

Upon hire, unit members will be provided, free of charge, with a College issued Faculty photo ID card. The unit member's card will be promptly programmed so that the unit member can access necessary academic spaces, offices and support spaces that are customarily made available to other faculty (copy rooms, supply closets, etc.).

ARTICLE XVII – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Non-Discrimination Policy

Skidmore College is committed to being an inclusive campus community and an equal opportunity employer. The College therefore prohibits discrimination and harassment against any employee or candidate for employment on the basis of the individual's race (including traits historically associated with race), color, creed, religion, age, national or ethnic origin (including but not limited to speaking English as a second language), physical or mental disability, military or veteran status, marital status, sex (including pregnancy), sexual orientation, gender identity or expression, genetic information, predisposition or carrier status, domestic violence victim status, familial status, dating violence, stalking, union activity, or any other category protected by applicable federal, state, or local laws. The College also does not unlawfully discriminate against applicants or employees based on their prior arrest or criminal conviction records. Domestic violence, dating violence, and stalking need not be based on an individual's protected status to be a violation of this policy. The College also does not discriminate and prohibits any discrimination against applicants and employees based on their political activities as defined by Section 201-d of the New York Labor Law.

Section 2. Diversity, Equity, and Inclusion

The parties are committed to practices that foster a diverse and inclusive community while actively challenging structural inequality. Our intention with this Agreement is to include a commitment to diversity, equity, and inclusion.

Section 3. Preferred Gender Pronouns and Names

The College shall recognize and utilize an employee's preferred gender pronouns in accordance with the College's Names Policy. A unit member may change their chosen gender and/or pronouns using the procedure set forth in the College's Names Policy.

Section 4. Employees with Documented Disabilities and Pregnancy-Related Conditions

The College will work to reasonably accommodate qualified individuals with known disabilities or pregnancy-related conditions unless doing so would create an undue hardship on the College. Any qualified employee with a disability or pregnancy-related condition who requires an accommodation to perform the essential functions of their position may contact the College's Associate Director of Employment and Workforce Diversity (ADEWD) to request an accommodation. The accommodation request will be evaluated in a manner consistent with the College's Reasonable Accommodations for Employee and Applicants policy.

Either party may propose to discuss campus-wide disability issues as an agenda item for Labor-Management or Safety Committee meetings, as appropriate.

Section 5. Further Policies

The College commits to following its existing policies that prohibit discrimination, harassment and retaliation (including those found in Part Six of the Faculty Handbook), as well as those policies that promote diversity in the workplace. Such policies include, but are not limited to:

- Policy on Equal Employment Opportunity
- Policy on Diversity
- Policies on Accessibility and Accommodations
- Policy on Anti-Harassment
- Policy on Violence Against Women
- Policy on Consensual Sexual Relationships Involving Students
- Title IX Policy – Faculty
- Anti-Harassment Policy – Faculty

The College reserves the right to process reported violations of its policies in a manner consistent with established procedures and applicable law/regulations.

The College and Union agree that the foregoing policies and related procedures referenced in this Article of the Agreement may be amended from time to time as the College deems appropriate. A copy of all relevant policies will be posted on the website provided for in Article IV of this Agreement. The College agrees to share any such changes with the Union, or to share any proposed new policies with the Union, for the purpose of impact bargaining discussion prior to implementation.

ARTICLE XVIII - INTELLECTUAL PROPERTY

The Parties acknowledge and agree to the College's Policy on Intellectual Property (approved on August 8, 2014). In the event the College makes changes to the Intellectual Property Policy that impact the terms or conditions of bargaining unit faculty members, then the College agrees to engage in impact bargaining with the bargaining unit over those changes.

The College shall post its Intellectual Property Policy on its website.

ARTICLE XIX – INCLUSION IN AND SERVICE TO THE ACADEMIC COMMUNITY

Section 1. Service to the College

1A. Faculty Meetings

Full-time unit members are expected to attend all College-wide faculty meetings on the same terms as tenure-line faculty. Part-time unit members shall be invited, but are not required, to attend all College-wide faculty meetings. All unit members have the right to respond to topics on the agenda at all faculty meetings they attend. All full-time unit members have the right to vote at all faculty meetings they attend. All unit members shall be permitted to attend and participate in-person or remotely.

1B. College-Level Service

Full-time unit members on renewable appointments are eligible and encouraged to engage in various aspects of college-level service including, but not limited to, ad hoc committees and standing committees, as well as activities related to, for example, strategic planning; Middle States accreditation; college-level diversity, equity, inclusion, and justice initiatives; and other working groups. Union leadership and representation shall also count as service to the College, which shall be limited to serving on the Safety Committee or Labor Management Committee, as well as participation by up to eight (8) Union Stewards and/or elected Union Officers per semester to interface with the College on labor relations matters, including collective bargaining.

All full-time unit members on renewable appointments are eligible and encouraged to serve on non-managerial faculty committees. If such service is compensated, unit members will be compensated in a manner determined by Section 5. All full-time unit members have the right to vote in elections to fill governance and service committees. Unit members may not serve on any committees that the College deems to have a managerial function, including but not limited to: Appointments and Tenure Committee, Promotions Committee, Institutional Policy and Planning Committee, the Faculty Executive Committee, and the Committee on Educational Policies and Planning.

If the College forms an ad-hoc committee, such as an administrative search committee, task force, or working group, full-time unit members are eligible and encouraged to serve on such committees on the same terms as tenure-track faculty. If such service is compensated, unit members will be compensated in a manner determined by Section 5. The College has the sole discretion to determine who is selected to serve on ad-hoc committees.

Section 2. Service to the Department

2A. Department/Academic Unit Meetings

Full-time unit members are expected to attend their department/academic unit meetings. Part-time unit members shall be invited, but not required, to attend their department/academic unit meetings. All unit members shall have the right to speak on agenda items. All full-time unit members have the right to vote at department/academic unit meetings they attend.

Whenever possible, departments will provide unit members with a schedule of department meetings at the beginning of each semester, and changes to that schedule will be circulated in

advance. Unit members who cannot attend such meetings in person due to a compelling reason (e.g., illness, childcare, extensive commuting, inclement weather, travel to read and represent) may request to attend remotely. Such requests will not be unreasonably denied.

2B. Program or Departmental Service

All full-time unit members on renewable appointments shall be eligible and may serve on all departmental committees. Such service may be required, dependent on department or program policy. Full-time unit members on terminal appointments may be eligible to serve on departmental committees if approved by the department; however, such service is not required. Departments have the right to hold meetings exclusively for tenure-line faculty when the C/PD deems it appropriate.

2C. Program or Departmental Leadership

All full-time unit members on renewable appointments are eligible, but not required, to serve in department leadership roles, including but not limited to Associate Chair/Associate Program Director, as long as those roles do not involve the direct supervision and disciplining of other unit members. If such service is compensated, unit members will be compensated in a manner determined by Section 5.

2D. Program or Departmental Practices

In the case that a department or program sets policies that will affect unit members, including but not limited to common textbooks, shared learning goals, shared assessments, or common syllabi, unit members are eligible and shall be invited to participate at every stage of the decision-making process.

2E. Student Advising

Part-time unit members and full-time unit members on terminal appointments may not serve as student advisors.

Full-time unit members on renewable appointments are eligible to serve as student advisors and are expected to do so if assigned by the C/PD. Librarians are eligible but not expected to do student advising. Unit members shall not be expected to advise students in their first year at the College. Unit members shall be trained in student advising before being assigned advisees. Unit members shall not be assigned to advise more students than their departmental tenure-line colleagues advise.

Faculty who teach Scribner Seminars will adhere to the advising expectations standard for those courses. Scribner Seminar advisees count toward the unit member's total advising load.

Section 3. Participation in the Life of the College

3A. College, Department, and/or Academic Unit Events

Unit members shall be invited but not required to attend or participate in relevant academic activities related to their departments, academic units, or the college. Examples include, but are not limited to, orientation, prospective student events, competitions, lectures, symposia, and alumni events. If a unit member chooses to attend or participate in these events, such participation shall be considered service to the department, academic unit, or college.

3B. Student Group Advising

Unit members are eligible but not required to serve as faculty advisors for campus student groups. Unit members who serve as student group advisors will follow the College’s current student group advising policy. If compensation is provided, group advising is compensated through individual club budgets and shall be established by the individual club.

Section 4. Fair and Balanced Workload

No unit member will be subject to an undue service burden.

Section 5. Compensation for Service

When service is compensated, unit members shall be compensated in the same manner as tenure-line faculty. The manner of compensation may include a course release, pay at the current credit-hour rate equal to the course release value, and/or a stipend.

ARTICLE XX – COMPENSATION

Section 1. General Statements

No unit member shall experience, as a result of this Agreement, a loss of pay relative to what they received prior to the ratification of this Agreement.

The parties agree that, except as otherwise provided for in this Agreement, a unit member’s salary or rate of pay, as determined by this Article of the Agreement, is understood to encompass all aspects of teaching and required duties performed by the unit member, including, but not limited to, mandatory training, course preparation, office hours, grading, juries, and service at the college and departmental levels.

Except as otherwise provided in this Agreement, unit members outside of the sciences shall have their workload calculated per credit-hour. In the sciences, unit members shall have their workload calculated per contact-hour. A contact hour is not determined by credit hour, but rather by actual hours of lecture plus actual hours of lab.

Section 2. Full Time Salaries

2A. Minimum Starting Salaries

Upon ratification of this Agreement, the following minimum starting salaries for each full-time job classification shall be established:

| Rank: Full-Time | Minimum Hiring Pay Rate AY24-25 | AY25-26 | AY26-27 |
|------------------------------|----------------------------------------|----------------|----------------|
| Terminal | | | |
| Visiting Assistant Professor | \$66,310 | \$67,636 | \$68,989 |
| Visiting Artist in Residence | \$66,310 | \$67,636 | \$68,989 |

| | | | |
|-----------------------------------------------|----------|----------|----------|
| Visiting Writer in Residence | \$66,310 | \$67,636 | \$68,989 |
| | | | |
| Renewable: First Rank | | | |
| Assistant Teaching Professor | \$70,455 | \$71,864 | \$73,301 |
| Artist in Residence | \$70,455 | \$71,864 | \$73,301 |
| Writer in Residence | \$70,455 | \$71,864 | \$73,301 |
| | | | |
| Renewable: Second Rank | | | |
| Associate Teaching Professor | \$78,270 | \$79,835 | \$81,431 |
| Senior Artist in Residence | \$78,270 | \$79,835 | \$81,431 |
| Senior Writer in Residence | \$78,270 | \$79,835 | \$81,431 |
| | | | |
| Renewable: Third Rank | | | |
| Teaching Professor | \$86,967 | \$88,706 | \$90,480 |
| Distinguished Artist in Residence | \$86,967 | \$88,706 | \$90,480 |
| Distinguished Writer in Residence | \$86,967 | \$88,706 | \$90,480 |
| | | | |
| Renewable: Library (11-month salary) | | | |
| Assistant Librarian | \$70,455 | \$71,864 | \$73,301 |
| Associate Librarian | \$78,270 | \$79,835 | \$81,431 |
| Librarian | \$86,967 | \$88,706 | \$90,480 |
| | | | |
| Renewable: ESL Specialist and Lecturer | \$66,310 | \$67,636 | \$68,989 |
| | | | |
| Renewable: Music | | | |
| Accompanist | \$58,000 | \$59,160 | \$60,343 |

Upon ratification of this Agreement, any full-time unit member whose salary prior to ratification is below the minimum salary defined above will receive a commensurate raise to the appropriate minimum salary as determined by their rank in the above salary schedule.

For the 2025-2026 and 2026-2027 academic years, the starting salaries will be increased by two percent (2%) per year through the duration of the contract.

2B. Salary Increases

The parties acknowledge that during the negotiation period for this Agreement, the College implemented a three percent (3.0%) general salary adjustment for all full-time and part-time unit members effective June 1, 2024. Upon ratification of this Agreement, any full-time unit member whose salary prior to ratification is below the minimum salary defined above will receive a commensurate raise to the appropriate minimum salary as determined by their rank in the above salary schedule, or a one-half percent (0.50%) salary increase, whichever is greater, applied retroactively to June 1, 2024.

Effective June 1, 2025, continuing full-time unit members shall receive either a two percent (2%) salary increase or a percentage increase equivalent to the College’s general salary adjustment for non-union faculty for the applicable year, whichever is higher.

Effective June 1, 2026, continuing full-time unit members shall receive either a two percent (2%) salary increase or a percentage increase equivalent to the College’s general salary adjustment for non-union faculty for the applicable year, whichever is higher.

2C. 12-month Librarian Appointments

The parties acknowledge that Librarian(s) who are employed on twelve- (12-) month appointments are paid an additional eleventh (1/11th) of their base salary.

2D. Salary Maximums

The College may, at its discretion, pay newly hired unit members more than the minimum starting salary specified in the above table for their respective position.

2E. Post-Doctoral Fellows

Full-time post-doctoral fellows who teach as part of their responsibilities under a grant shall be compensated in a manner consistent with the grant. Any salary adjustments that occur during the course of the grant, may be made consistent with the grant funding. Post-doctoral fellows who are asked to teach on a part-time basis that is in addition to the terms of the grant, will be compensated as provided for in Section 3 of this Article.

Section 3. Standard Part-Time Pay

Except as otherwise provided for in this Article, upon ratification of this Agreement, the minimum pay rate per credit-hour for each part-time unit member shall be \$2,458. Unit members in the sciences shall be compensated per contact-hour at the above rate, and not per credit-hour. Employees in the Self-Instructional Language Program (SILP) shall be paid a rate of \$86.78 per hour. SILP tutors shall provide tutoring in a manner consistent with the schedule set by the College, which shall generally require two (2) hours of tutoring per student, per week. Part-time accompanists shall be paid an hourly rate of \$86.78 per hour.

For the 2025-2026 and 2026-2027 academic years, the above rates of pay will be increased by two percent (2%) and two percent (2%) respectively or a percentage increase equivalent to the College’s general salary adjustment for non-union faculty for the applicable year, whichever is higher (herein defined as the year-to-year increase).

| Rank | Titles | 2024-25 | 2025-26 | 2026-27 |
|------|--------|---------|---------|---------|
|------|--------|---------|---------|---------|

| | | | | |
|---------------------------------|------------------------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Part-Time Faculty | Assistant Lecturer Associate Lecturer Lecturer | \$2,458 per credit/contact hour | \$2,507 per credit/contact hour | \$2,557 per credit/contact hour |
| Accompanists SILP Instructor | Accompanist SILP Instructor | \$86.78 per hour | \$88.52 per hour | \$90.29 per hour |

Section 3.1. Non-Standard Part-Time Pay

The parties acknowledge that during the negotiation period for this Agreement, the College implemented a three percent (3.0%) general salary adjustment for all full-time and part-time unit members effective June 1, 2024.

Upon ratification, any part-time unit members whose per contact/credit-hour rate is higher than the standard rate or who receives a salary that, on a per credit/contact hour basis, is higher than the standard rate shall receive an additional one-half percent (0.50%) increase to their pay, applied retroactively to June 1, 2024. These unit members shall then receive a two percent (2%) increase, effective June 1, 2025, and a two percent (2%) increase, effective June 1, 2026, or a percentage increase equivalent to the College’s general salary adjustment for non-union faculty for the applicable year, whichever is higher.

Section 3.2. Notification

The College will notify the Union in writing of any newly hired part-time unit member who will be paid more than the standard per credit/contact-hour rate, or who will be paid a salary that, on a per credit/contact-hour basis, is higher than the standard rate.

Section 4. Private Music Lessons and Ensembles Pay Rates

Private music lessons shall be compensated at the current credit hour rate, as calculated in the workload table in Appendix 3. Effective June 1, 2025 and June 1, 2026, the rate of pay as set forth in Appendix 3 shall be increased by either two percent (2%) or a percentage increase equivalent to the College’s general salary adjustment for non-union faculty for the applicable year, whichever is higher.

Section 5: Salary Increases and Payments for Promotion in Rank

Full-time unit members who are promoted to the Associate rank (as provided for in Section 1 of Article XXIII) will receive a salary increase to the minimum starting salary for that rank (as provided for in Section 2 of Article XX) or by \$3,000, whichever is greater.

Full-time unit members who are promoted to the Full rank (as provided for in Section 1 of Article XXIII) will receive a salary increase to the minimum starting salary for that rank (as provided for in Section 2 of Article XX) or \$4,500, whichever is greater.

Promotional salary increases will start in the fiscal year in which the faculty member holds the new rank. This promotion-based increase in salary is in addition to the year-to-year increase described in Section 2, above.

Section 6. Timely Pay and Direct Deposit

All unit members shall be paid on a timely basis and may choose to be paid via direct deposit in accordance with the College’s normal business operations for teaching and all other compensable

duties they perform, provided the unit member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment.

Unit members shall have access to an itemized pay stub in electronic form. The precise pay day shall be the same day set for non-bargaining unit faculty.

Section 7. Relocation Funds

To assist newly hired full-time unit members who require relocation as a condition of employment at the College, the College shall provide a one-time taxable stipend as follows:

| Distance | Stipend Amount |
|---------------|----------------|
| 75-250 miles | \$4,500 |
| 251-500 miles | \$5,000 |
| 501-750 | \$5,500 |
| 751-1500 | \$6,000 |
| Over 1500 | \$6,500 |

Section 8. Accompanists

A full-time workload for Accompanists shall consist of a combination of playing during class time, preparation, and responding to additional student practice time. The precise combination of activities shall be determined at the departmental level on a semester-by-semester basis, in consultation with the Accompanist, and shall generally reflect no more than 35 hours of work per week on average over the course of the semester. If the workload for a full-time Accompanist changes at any point during a semester, the College agrees to notify the Union within ten (10) calendar days.

Full-time Accompanists who are invited and accept assignments above the full-time load will be compensated at a pro-rated hourly rate based on the full-time Accompanist's salary.

Section 9. Writing-Intensive Courses

Unit members who teach courses officially designated as writing-intensive shall be credited for teaching four (4) credit-hours. Such courses include, but are not limited to: EN 103, 105, 110, and courses designated with a W prefix.

Section 10. Preparation-Intensive Multi-Section Lab Courses

A full-time unit member who coordinates resources and preparation for four (4) or more sections of any combination of one or more multi-section lab courses will receive three (3) workload credits.

Preparation-intensive multi-section lab courses, as of the effective date of this Agreement, shall be limited to the following:

BIO 107
CHEM 115, 125, 126, 221, 222
ES 105

In the event that new laboratory courses are added that involve similar preparation labor by a unit member or that existing courses are modified in such a way that they would now fit the criteria of being preparation intensive, the Parties agree such work arrangements will be subject to impact bargaining at meetings of the Labor Management Committee, as provided for by Article VII of this Agreement.

Earned workload credits shall be applied to teaching load in the semester earned whenever possible, but may be carried over to future semesters upon agreement between the C/PD and unit member.

Section 11. Field Placement

Section 11.1. Unit members designated as department Field Placement or Field Work Coordinators, or whose job description requires the coordination of student field work, shall receive ten- (10-) month appointments, with a commensurate salary pursuant to Section 2C of this Article, to accommodate the work of creating and maintaining relationships with the relevant community organizations.

Section 11.2. Unit members who are not designated as department Field Placement or Field Work Coordinators, but who are responsible for teaching courses that require field placement and supervision, will receive one (1) credit per student for student teaching/supervision and one (1) credit for every four (4) students for the junior internship toward their teaching load. These courses are limited to ED 349 and ED 350. Unit members may, at their discretion, choose instead to receive the additional credit as an overload payment at the current credit/contact-hour rate.

Section 12. Course Caps

Except with respect to First Year Experience courses, no unit member shall be required to over-enroll a course. Courses will be capped at the enrollment prescribed by the Curriculum Committee for that course.

Section 13. Associate Chair/Associate Program Director

Unit members who serve as Associate Chair or Associate Program Director during the academic year shall be compensated in the same manner as a tenure-track faculty member serving in the same role. As of the date of this Agreement, the current stipend paid to tenure-track faculty is \$2,000 per academic year.

Section 14. HELIOS: Independent Studies/Thesis Committee Service

Full-time unit members may be approved to participate in the HELIOS program in the same manner as tenure-line faculty and will be compensated in the same manner as tenure-line faculty.

Section 15. Retroactive Pay

Upon ratification of this Agreement, the College agrees to pay unit members the above defined compensation retroactive to June 1, 2024.

Section 16. Overload Pay Rate

The standard workload for a full-time unit member is eighteen (18) faculty workload credits per year, which may be averaged across a two-year cycle. In the case of a full-time unit member on

a three-year, fixed term appointment, the eighteen (18) credits per year may be averaged over the length of the appointment.

In the event that a full-time unit member is entitled to additional overload compensation for any credit/contact hours taught beyond the above-described workload, they shall be compensated at the current standard per-credit/contact-hour rate, as determined in Section 3 of this Article.

Section 17. Transparency

To the extent possible, the College shall report all unit members' compensation to the American Association of University Professors (AAUP) for their annual Faculty Compensation Survey, per AAUP instructions.

ARTICLE XXI – BENEFITS

Section 1. General Statement

No unit members will experience a loss of benefits as a result of this Agreement that they received prior to ratification of this Agreement.

Section 2. Health and Welfare Benefits

2.1 Full-Time Unit Members

All full-time unit members shall be eligible for participation in the medical, dental, and group life insurance coverage plans on the same terms as full-time employees of the College. The cost of medical plan coverage is a shared expense by the unit member and the College, with rates established on an annual basis. The College may change plans in its discretion provided that the replacement plans provide substantially the same coverage. The College will provide notice to the Union ninety (90) days prior to any universal changes to the terms of health insurance benefits.

Full-time unit members eligible for benefits are covered by medical and the optional dental plans from the first day of the month following their date of hire through the last day of the month in which their employment ends. Benefits-eligible unit members on a nine- (9-) month appointment who are offered and accept a benefits-eligible appointment for the following academic year receive continued benefits coverage as of June 1, resulting in no gap in benefits eligibility.

Benefits-eligible employees enrolled in medical plan coverage who end employment with the College will be eligible to apply for coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit provision from the date of end of coverage.

2.2 Full-Time Unit Members Hired Before 2008

Employees hired on or before September 3, 2008, with at least fifteen (15) years of full-time service and who are at least fifty-five (55) years of age at time of retirement, will be eligible for partial or full funding of health care benefits for themselves and eligible dependents in retirement after the age of sixty (60) in accordance with the College's longstanding benefits policy for pre-2008 hires and on the same terms and conditions as all other full-time qualifying employees.

Section 3. Retirement Benefits

3.1 Full-Time Unit Members

All full-time unit members who are continuously employed by the College for one (1) year of service (or whose service with a predecessor employer meets the years of service requirement under the plan document), shall be eligible for College contributions to the 403(b) plan, in accordance with the plan documents.

In accordance with the plan documents as of the date of this Agreement, the College shall contribute an amount equal to ten percent (10%) of base annual salary if a full-time unit member is less than age fifty (50), or eleven percent (11%) of base annual salary if a full-time unit member is fifty (50) years of age or older, into the basic retirement plan.

In addition to the above, full-time employees hired September 4, 2008, or after, and who are not eligible for the College's post-retirement health care plan, the College will contribute a Basic Retirement Plan contribution equal to one percent (1%) of the employee's base salary during the plan year, effective with the date of hire.

Full-time unit members shall also be eligible to make voluntary contributions, on a pre-tax basis, to the College's voluntary retirement 403(b) plan as of the date of hire. Members may choose to invest the contributions in the same investment options offered to full-time employees of the College.

The College agrees to provide the Union with notice and an opportunity to bargain over any material changes to the terms of the retirement plan documents.

3.2 Part-Time Unit Members

Part-time unit members shall be eligible to make voluntary contributions to the College's voluntary retirement 403(b) plan as of the date of hire. Members may make contributions, on a pre-tax basis, and choose to invest the contributions in the same investment options offered to full-time members.

Part-time faculty members who teach nine (9) credit hours in a calendar year may be eligible for a retirement contribution equal to a percentage of their salary (ten percent (10%) if less than age fifty (50) or eleven percent (11%) if fifty (50) years of age or older) as a lump sum retirement contribution in the following calendar year. This is an annual calculation and payment rather than an establishment of on-going retirement contributions or benefits-eligibility. There is a twelve (12) month waiting period for eligibility.

Section 4. Work Visas

The College may, at its discretion and subject to Department of Homeland Security (DHS) regulations, sponsor J1 or TN visas for full-time unit members hired on a renewable appointment. College sponsorship of H1-B visas for full-time unit members on a renewable appointment is at the discretion of the College and available only in exceptional circumstances due to the complexity of DHS regulations, the high costs, and long processing times involved. The College, as standard practice, does not support employer-based visa petitions for terminal non-tenure-track appointments.

Section 5. Tuition Benefits

All full-time bargaining unit members shall be eligible for tuition benefits for themselves and their dependents on the same basis as full-time employees of the College. Currently, this includes Internal Tuition, Tuition Exchange, and External Tuition.

All part-time unit members are eligible upon hire to enroll in one (1) course per semester as non-matriculated special students in accordance with the admission criteria set by the Office of the Registrar. Special students are permitted to enroll after the regular registration period, and dates are posted on the Registrar's website. Tuition will be waived but special students are responsible for a semester registration fee, as well as activity and general fees, if applicable.

Section 6. Paid Family Leave for Birth or Adoption

The following applies to leaves of absence related to the birth or adoption of a child.

All provisions and applications of this policy are meant to be consistent, at a minimum, with state and federal law, including the Family and Medical Leave Act (FMLA) and the New York State Paid Family Leave Act, as applicable. In accordance with College policy, absence under the Faculty Parental Leave Policy will run concurrently with short term disability, as applicable, and Family and Medical Leave.

Faculty applying for leave under this policy will complete a Faculty Application for Parental Leave. Faculty who will be absent from the College due to giving birth will also be responsible for completing a Notice and Proof of Disability Claim Form and forwarding the claim form to their physician for completion. The physician will return the form to Human Resources. Completion of these forms will allow paid leave under this policy as outlined below under Faculty Parental Leave Options.

FACULTY PARENTAL LEAVE OPTIONS

6.1 Full-time Unit Members (excluding Librarians):

Full-time unit members with a minimum of one (1) continuous year of service are eligible for faculty parental leave. Eligible full-time unit members will be granted parental leave for one (1) semester (9 contact/credit hours) with full pay for the semester surrounding or following birth or adoption. When both parents are unit members, they may be granted leave concurrently, or in consecutive semesters within twelve (12) months of the birth or adoption. Requests for concurrent leave by two faculty members shall not be unreasonably denied.

Birth parents are eligible for eight (8) weeks of Short-Term Disability Leave at full pay, or an equivalent period for the primary caregiver for an adopted child, and full pay as parental leave for the remainder of the semester surrounding or after the disability period. Non-birth parents are eligible for full pay as parental leave for a semester surrounding or after the birth or adoption of a child. Unit members must notify their C/PD as soon as practicable of their requested plan for disability and/or parental leave.

At a unit member's request, and in consultation with the C/PD, the reduced teaching load may be split over two (2) consecutive semesters, within twelve (12) months of the birth or adoption. If a faculty member is working a reduced load, service commitments are reduced proportionally.

If a birth parent, or primary caregiver for an adopted child, gives birth or adopts a child twelve (12) or fewer weeks before the start of the spring semester (defined in this Agreement as the date classes begin), the unit member may elect leave for the fall semester. Alternatively, the unit member may elect leave for the spring semester. In this circumstance, fall semester teaching responsibilities will be determined in consultation with the C/PD the DOF/VPAA, and may include special project work (to the extent available) and/or courses taught in a compressed format.

Full-time unit members with less than one (1) year of continuous service will be provided with eight (8) weeks of Short-Term Disability leave paid at the New York State Disability benefits rate, as applicable for a birth parent, and parental leave at half-pay for the semester surrounding or following birth or adoption.

6.2 Librarians

Librarians are eligible for the College's Short-Term Disability, FMLA, and New York Paid Family Leave policies in accordance with those policies.

6.3 Part-Time Faculty Members

For part-time unit members, the College will provide birth parents who have been employed with the College for at least four (4) weeks with the equivalent of New York State short-term disability pay following the birth of a child.

Nothing in this Section should be interpreted as extending a unit member appointment.

Section 7. Paid Sick, Safe, and Family Care Leave

7.1 Eligibility and Amount of Leave

All unit members are provided with paid leave for sick, safe, and family care leave as described in Section 7.2.

In the case of needing to take a sick day, for the reasons provided for in Section 7.2 of this Article, a unit member must notify their supervisor (C/PD or Librarian, as appropriate) as soon as reasonably possible in advance of an absence and, to the extent unit members have teaching responsibilities, should include an indication of how missed instructional time will be made up, per current College policy. Instructional time may be supplemented through remote teaching, asynchronous work, additional reading and/or activities, and/or instruction by another Skidmore faculty member. Unit members shall inform their supervisor in advance of each day of absence and, to the extent possible, the date on which they reasonably anticipate returning to work. If a bargaining unit member is absent for three (3) or more consecutive workdays under this Section, the College may require the member to provide a note from a healthcare provider. If the College requests such documentation, the College will reimburse the member for the fee, if any, charged by the health care provider for the provision of the documentation. In the event of absences longer than five (5) or more consecutive workdays, the bargaining unit member shall reach out to HR to discuss longer term leave options available to the unit member, pursuant to this Agreement and current College policy.

7.2 Use of Leave

Unit members may use paid leave under this Section for the following reasons:

Sick and Family Care Leave – Employees may use accrued sick leave for the following reasons:

- The employee’s own mental or physical illness, injury, or health condition, including diagnosis, care, preventive care, or treatment.
- The mental or physical illness, injury, or health condition of the employee’s family member, including diagnosis, care, preventive care, or treatment.

Safe Leave – Employees may also use accrued sick leave for the following reasons:

- For an absence from work when an employee or employee’s family member has been the victim of domestic violence, a family offense, sexual offense, stalking, or human trafficking due to any of the following reasons:
 - to obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or the employee’s family members;
 - to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
 - to file a complaint or domestic incident report with law enforcement;
 - to meet with a district attorney’s office;
 - to enroll children in a new school; or
 - to take any other actions necessary to ensure the health or safety of the employee or the employee’s family member or to protect those who associate or work with the employee.

An employee who is the perpetrator of the offense is not entitled to take leave, regardless of the family relationship. For purposes of this policy, “family member” is defined as an employee’s child, spouse, domestic partner, parent, sibling, grandchild or grandparent, and the child or parent of an employee’s spouse or domestic partner.

Paid sick leave shall run concurrently with leave taken under other applicable laws or College policies. Unit members do not accrue paid sick leave during unpaid leaves of absence.

7.3 Employee Rights

The College respects the needs and rights of employees and will not retaliate against any employee in any way for exercising their rights to use paid sick, safe, and family care leave.

The parties agree that the provisions of this Section are comparable to those set forth in the New York State Labor Law 196-b.

7.4 Waiver/Acknowledgment

In light of the foregoing, the provisions of the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law) are waived. It is specifically acknowledged that the benefits/paid days off provided herein are comparable to, and therefore in lieu of, paid sick leave provided under Section 196-b of the New York Labor Law.

Section 8. Religious Observances

The College will comply with all New York State laws protecting individuals' religious beliefs and practices. When requested, the College will provide reasonable accommodation of an employee's sincerely-held religious belief or practice, provided the requested accommodation is reasonable and does not create an undue hardship for the College or pose a direct threat to the health and/or safety of others in the workplace and/or to the requesting employee. Faculty can apply for a reasonable accommodation with Human Resources. The application will be used by Human Resources to engage in an interactive process to determine eligibility for an accommodation and, if applicable, to determine the reasonable accommodation(s) that can be provided to enable the employee to perform the essential functions of their position without causing an undue hardship on the College or posing a direct threat of harm to self or others. Failure to provide this information may impact the College's ability to effectively engage in the interactive process and to provide a reasonable accommodation.

Section 9. Bereavement

In the case of death in the immediate family, all unit members will be permitted a bereavement leave of up to four (4) days without loss of pay. Unit members should notify their C/PD regarding their need for bereavement time and coordinate on time away from responsibilities. For purposes of bereavement, immediate family is defined as spouse or qualified domestic partner, child or stepchild, parent or stepparent, guardian, brother, sister, brother-in-law, sister-in-law, mother-in-law or stepmother-in-law, father-in-law or stepfather-in-law, grandparents or spouse's grandparents, grandchildren, or any related person living in the employee's home. Qualified domestic partners have the same status as a spouse. Unit members are eligible for bereavement from their date of hire.

Section 10. Short-Term Disability

All bargaining unit members may be eligible for partial salary if they cannot return to work after seven (7) consecutive calendar days due to illness or non-work-related injury, are under the care of a physician, and have been employed by the College for at least four (4) weeks. Members may be eligible to receive taxable salary payments, as an equivalent benefit as that provided to staff under the NYS Disability Plan, equal to fifty percent (50%) of salary up to \$170 per week for up to twenty-six (26) weeks in a twelve- (12-) month period after the first seven (7) calendar days of illness or non-work-related injury. There are several exceptions to this coverage and it is coordinated with other government provided benefits such as Unemployment, Worker's Compensation and Social Security.

After one (1) year of employment, bargaining unit members are eligible to receive supplemental disability salary payments equal to one hundred percent (100%) of the difference between their regular base salary and the NYS Disability Plan equivalency payments for up to six (6) months.

| <u>Term of Employment</u> | <u>Coverage</u> |
|--------------------------------------------|---------------------------------|
| At least four weeks but less than one year | 1 week at 100%, 25 weeks at 50% |
| One year or more | 26 weeks at 100% |

Supplemental salary is paid for up to twenty-six (26) weeks maximum in a twelve- (12-) month period and is inclusive for both Short-Term Disability and, as applicable, Workers Compensation Leave. Short-Term Disability payments are also subject to a maximum of twenty-six (26) weeks

in a twelve- (12-) month period. If eligible, time lost under this plan is also designated as time lost under the Family Medical Leave Act. Salary payments are paid through the College's payroll and are predicated on carrier/insurance approval of a claim.

Section 11. Long-Term Disability

All full-time bargaining unit members who are eligible to participate in the Flexible Benefits Program are eligible for long-term disability coverage on the first of the month following one (1) year of employment.

The long-term disability plan pays a portion of the employee's income while they are disabled. The amount received is based on the amount earned before disability began. Benefits begin one hundred eighty (180) days after the employee first becomes disabled.

If approved by the carrier, the plan will pay a basic monthly income benefit equal to sixty percent (60%) of monthly earnings up to a maximum benefit of \$5,000 per month. Certain other incomes (e.g., Social Security Disability Benefits, Workers Compensation payments) are off-set by this payment.

Under the disability-plus rider, an employee may be eligible for an additional forty percent (40%) of salary up to a maximum of \$2,000. Under this rider, an employee is considered disabled when the insurer determines that due to sickness or injury the employee loses the ability to safely and completely perform two (2) activities of daily living without another person's assistance or verbal cueing; or has a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for protection or for the protection of others.

This plan also provides for continued contributions to the basic retirement plan through Skidmore.

The College pays the full cost of this coverage for eligible employees. Under IRS regulations, any benefits paid are taxable.

Section 12. Paid Time Off for Librarians

Librarians who work as exempt, thirty-five- (35-) hour work-week employees will receive paid time off in accordance with policies in place for exempt staff. This includes paid holidays, vacation, sick and inclement weather time.

12.1 Paid Holidays

Full-time Librarians are eligible for paid holidays immediately upon being hired. The College shall provide holiday pay to Librarians for the following holidays:

- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas

New Year's Eve
New Year's Day
Martin Luther King, Jr Day
Memorial Day
Floating Holiday (to be taken within fiscal year June 1 – May 31)

Three days between Christmas and New Year's Day are normally included in the holidays, subject to the College's discretion. When a holiday falls on a Saturday, the preceding Friday is normally considered as the holiday. When a holiday falls on a Sunday, the following Monday will be considered as the holiday. The exact dates for holidays can be located on the HR website.

Employees hired in nine- (9-), ten- (10-), or eleven- (11-) month positions are eligible for holidays occurring in their appointment schedule. If a Librarian works on a designated holiday, that person may choose another day off within the same fiscal year (June 1–May 31).

12.2 Vacation

Vacation time is accrued on a monthly basis prorated throughout the fiscal year (June 1 through May 31) and may be taken after a six- (6-) month introductory period. The total vacation hours will be earned by May 31. Pay in lieu of vacation is prohibited.

Use of paid vacation time off must be approved in advance by a supervisor and taken at times that will not interfere with the operational needs of the Library. Vacation may be approved up to a Librarian's total vacation year's accrual and can be taken in increments approved by a supervisor. However, upon separation of employment, vacation used in excess of the year-to-date accrued vacation must be paid back to the College.

Upon voluntary separation from the College, Librarians will be paid for unused accrued vacation that has been documented and approved by their supervisor. In these circumstances, paid vacation will not extend the length of employment.

The College provides paid vacation time to full-time Librarians appointed to eleven- (11-) and twelve- (12-) month positions as follows:

- 128 hours for 11-month employees
- 140 hours for 12-month employees

Librarians hired in nine- or ten-month positions accrue a prorated portion of the above vacation accrual each vacation year.

Vacation time can be used in the year it is earned or you may carry over up to thirty-five (35) hours (less than or equal to one (1) thirty-five- (35-) hour work week) into the next vacation year. If not taken by the end of that vacation year, remaining vacation carryover is forfeited. Vacation hours carried over will be used before current-year accrued vacation.

Section 13. Inclement Weather

13.1 Full- or Part-Time Unit Members (excluding Librarians)

If a full- or part-time unit member (excluding Librarians) is unable to come to (or to remain at) work because of adverse weather or other emergency conditions, the unit member may make a

request to their C/PD to either cancel class or to teach remotely. Such requests shall not be unreasonably denied.

13.2 Librarians

In instances of delayed openings, early releases, or campus closures, only designated essential personnel (those responsible for keeping the basic services of the campus operating) will be required to work or remain at work; essential personnel are expected to follow their regular work schedules unless otherwise directed. When residence halls are occupied, Library employees are designated as essential personnel. Scheduling and communication in these circumstances is managed by the College Librarian.

In the event of a College-designated campus closure, late opening, or early release, all Librarians, not required to work as designated personnel during the time period, who were scheduled to work during that time will be paid their regular salary. Librarians who previously scheduled a vacation or any other paid leave day for a day when operations are delayed or suspended will still be charged for that leave day as previously approved.

Should the College remain open during a weather event and a Librarian does not feel able to safely commute to work, the following options are available:

- Supervisors may allow late arrival or early release, not to exceed two (2) hours.
- Librarians may request time off charged to accrued, unused paid leave. If an employee chooses not to work on a day that the College is open, or chooses to arrive later than or depart earlier than the change in schedule made by the College, the employee will be required to use available paid time off to cover the period of absence.
- Librarians may also use one (1) paid inclement-weather floating day per season which may be used in a full day increment, only in connection with a severe weather event, and only used for a day when the College is open but the employee feels unable to safely get to work. This additional floating day is only available for use during the period between December 1 and March 31.

Section 14. Flexible Work Arrangements (Librarians)

Librarians are eligible to work remotely and make other flexible work arrangements as currently detailed on the Office of Human Resources website in the Flexible Work Arrangement Benefit policy.

ARTICLE XXII – APPOINTMENTS AND ASSIGNMENTS

Section 1. Types of Academic Appointments

The Associate Dean of the Faculty (ADOF) is responsible for making appointments to non-tenure-track positions in consultation with the C/PDs, and/or College Librarian (as appropriate). Unit members shall be offered an appointment under one of the following categories:

1A. Full-Time Terminal Appointments

Generally, a terminal appointment is considered a nine- (9-) month position. Terminal appointments are reserved for satisfying a specific short-term curricular or staffing need in a

program or department. Short-term curricular needs are limited to: sabbatical replacement; disability, medical, or family leave; temporary replacement; fluctuating enrollment trends; and curricular innovation. The qualifications for a terminal appointment will vary depending on the field, discipline, and departmental need.

Full-time terminal appointments are intended for a total period of at least one (1) and no more than five (5) full academic years. No later than the fourth (4th) consecutive year of a full-time terminal appointment, the DOF/VPAA (or a designee) in consultation with the C/PD will review and decide, in the College's sole discretion: (1) whether the terminal appointment will end at the conclusion of that year; (2) whether the terminal appointment will be converted to a renewable non-tenure track appointment; or (3) whether the College will hire a tenure-track faculty member to meet the curricular needs. If this review reflects an additional short-term curricular need, as defined in this Section, which the unit member is qualified to fill, the College may extend an additional one- (1-) year terminal appointment to the unit member. The College shall notify the union in writing in the event that it offers this extension.

If the decision is made to convert the terminal appointment to a renewable non-tenure track appointment, the bargaining unit member who occupied the terminal appointment will be offered the renewable appointment, absent just cause. The College may not issue a terminal appointment to another unit member to cover the same curricular need for which it did not reappoint a unit member to a further consecutive year.

After a unit member has completed five (5) consecutive years on terminal appointments, the College may only reappoint the unit member to further consecutive years on a renewable appointment. If reappointment is not consecutive with previous employment at the College, the reappointment may be a terminal appointment if it satisfies a specified short-term curricular need.

Decisions concerning the future status of the line are within the discretion of the College and not subject to the grievance and arbitration process.

1B. Full-Time Renewable Appointments

1. Period of Appointment

The College may appoint faculty on terminal appointments into a renewable appointment, or the College may decide to hire new faculty directly into full-time renewable appointments without first exhausting the terminal appointment process provided for herein.

If a faculty member on a terminal appointment is appointed to a renewable appointment, the College will credit the faculty member with all prior years of full-time service, to a maximum of three (3) years, toward promotion.

Teaching faculty are generally appointed on nine- (9-) month appointments, but may be appointed on ten- (10-) month positions. Librarians are appointed on eleven (11-) or twelve (12-) month appointments.

Renewable appointments are for full-time employment for an initial period of three (3) years at the Assistant rank, as defined in Article XXIII of this Agreement. After the initial three (3-) year

appointment, the College may reappoint the unit member for a second three (3-) year renewable appointment. Unit members are eligible to apply for promotion to the Associate rank in their sixth (6th) year at the Assistant rank. Unit members who are promoted to the Associate rank shall receive appointments of six (6) years. Unit members who are not promoted will continue on three- (3-) year renewable appointments. Unit members are eligible to apply for promotion to the full rank in their sixth (6th) year at the Associate rank. Unit members who are promoted will receive appointments of seven (7) years. Unit members who are not promoted will continue on six-year (6) renewable appointments.

2. Probationary Period

During the initial three- (3-) year appointment for anyone hired into a renewable line, the first year will be a probationary year. The probationary year is not applicable for faculty hired into a renewable appointment from a terminal appointment. On or before February 15 of the probationary year, the appointee's department may request to terminate the appointee's appointment. If the DOF/VPAA grants the request, the DOF/VPAA shall notify the appointee of such termination in writing on or before March 1 of the probationary year of the appointee's appointment. If the appointee's appointment begins mid-year (January), the deadline for the department's request to the DOF/VPAA shall be May 31, and the DOF/VPAA must notify the appointee of the termination in writing by June 15. An appointment that is not terminated during the first (1st) year shall remain in effect through the third (3rd) year, unless terminated for just cause. Termination of an appointee during the probationary year is not subject to the grievance and arbitration procedure set forth in Article IX of this Agreement.

1C. Workload for Full-Time Unit Members on Terminal or Renewable Appointments

Full-time unit members are required to teach eighteen (18) credit hours (non-science faculty) or eighteen (18) contact hours (science faculty), per academic year, averaged over two (2) years. If the unit member is on a three- (3-) year appointment, then the workload may be averaged over the length of the appointment. Full-time unit members may be invited to teach additional classes or credits and, if they accept, will be compensated at the current per-credit/contact-hour rate. Full-time unit members are not required to accept assignments over eighteen (18) credit/contact hours per academic year, averaged over the length of the appointment.

The College may elect to assign unit members to teach courses at any academic level for which they are qualified. As stated in the Management Rights Article of this Agreement, the assignment of courses shall be at the sole discretion of the College.

Librarians are considered exempt employees and are required to work thirty-five- (35-) hours per work week. Librarians of all ranks may teach credit-bearing courses at any academic level. For Librarian positions required to teach credit-bearing courses, they may not be required to teach more than twenty-four (24) credit-hours over a two- (2-) year period. Any credits taught above this will be compensated at the current credit-hour compensation rate. For Librarian positions not required to teach credit-bearing courses, they shall be compensated at the current credit/contact-hour compensation rate for credit-bearing courses that are taught beyond their thirty-five (35) hours per work week. The College Librarian has the discretion to approve whether and how often library faculty are permitted to teach.

1D. Part-Time Appointments

1. Private Music Instruction

Part-time appointments for Private Music Instruction in the Music Department shall not exceed seventeen (17) credit-hours in an academic year. Credit will be calculated based on the conversion scale detailed in Appendix 3.

Private Music Instructors receive appointments for a full academic year. The Music Department will be responsible for assigning students to Private Music Instructors each academic year. Student preference shall be the primary consideration in the assignment of students to Private Music Instructors followed by seniority of qualified Private Music Instructors. Private Music Instructors have the right of first refusal in the assignment of private students before the College assigns a student to a less senior Private Music Instructor, and before the College hires a new Private Music Instructor.

Part-time unit members are not eligible for promotion in rank but are eligible for a title change based on cumulative semesters of service as detailed in Article XXIII.

2. Part Time Appointments (excluding Private Music Instruction)

Part-time appointments are for part-time employment, not to exceed two (2) courses or the credit equivalent (6 to 8 credit/contact-hours) in a semester; or three (3) courses or the credit/contact equivalent (9 to 12 credit/contact-hours) in an academic year.

Part-time unit members receive appointments for either one (1) semester or one (1) academic year.

Part-time unit members have the right of first refusal in the assignment of courses before the College assigns a course to a less senior part-time unit member, and before the College hires a new part-time unit member.

Part-time unit members are not eligible for promotion in rank but are eligible for a title change based on cumulative semesters of service as detailed in Article XXIII.

3. Removal of Right of First Refusal

Part-time unit members shall not lose their right of first refusal without just cause.

Section 2. Notification of Course Assignment

Unit members are entitled to timely notice of their course assignments for the subsequent academic year or term of their appointment. Whenever possible, unit members assigned course(s) to teach in the fall semester shall receive notice of their course assignment(s) no later than July 1 of that calendar year. Unit members assigned course(s) to teach in the spring semester shall receive notice of their course assignment(s) no later than December 1 of the previous calendar year.

If the College elects to cancel a part-time unit member's course assignment(s) due to under-enrollment or reassignment of those courses to another available faculty member, the College shall provide no less than two (2) weeks' notice prior to the start of class. If the College fails to provide such notice, the College shall pay the unit member a course cancellation fee of \$500.

This Section does not apply to Private Music Instructors.

Section 3. Assignment of Courses and Seniority

The C/PD, in consultation with the Dean of Faculty's Office when appropriate, will be responsible for the assignment of courses each semester. In making such assignments, the C/PD will consider the qualifications of the faculty member, the faculty member's preference, rank, seniority and the overall needs of the program. In accordance with the Management Rights provision of this Agreement, the College retains sole discretion in the assignment of courses to faculty members.

For full-time unit members, seniority is determined by a unit member's continuous years of service at the College. A lack of continuity shall not result in loss of seniority when it arises due to an approved leave of absence.

For part-time unit members, seniority is defined by a unit member's cumulative semesters of teaching at the College. Part-time unit members with a break in teaching at the College may retain their seniority for one (1) academic year or up to eighteen (18) months in the event of exceptional individual or family health-related circumstances verified with documentation or unique professional opportunities.

In the event of a seniority tie between full-time and part-time faculty, the full-time unit member will be considered more senior. In the event of a seniority tie between part-time unit members, the faculty member who has taught more total credit hours will be considered more senior.

Before the College hires a new faculty member for an existing course, that course must first be offered to existing qualified unit members in order of descending seniority. If a unit member develops a particular course, that unit member retains their right of first refusal over another unit member.

Section 4. Private Music Instruction

4.1 Workload

Workload, assignments, and seniority shall be established by the Private Music Lesson Workload Calculator in Appendix 3.

4.2. Private Instruction

Private lessons are offered in forty-five (45-) and sixty- (60-) minute increments for a total of thirteen (13) lessons per student per semester plus a final jury. There is no minimum enrollment requirement, but the maximum enrollment is dependent upon the unit member's total course load.

4.3. Auditions and Juries

Auditions for new students will generally be held at the beginning of each semester and managed by the Department.

Unit members performing private music instruction will be required to hold a final performance examination, or a jury, at the end of each semester. Juries shall be no more than ten (10) minutes in length.

4.4. Ensembles

Ensembles meet weekly and are characterized as small, medium, and large. Some ensembles hold auditions. Auditions will be held as decided by the Department.

The assignment of Ensembles to unit members shall be consistent with the terms of this Article of the Agreement.

4.5. Music Classes

The assignment of Class Studies and other Music Department courses to unit members shall be consistent with the terms of this Article of the Agreement

Section 5. Accompanists

Unit members hired as Accompanists are appointed for a minimum of one (1) academic year. Accompanists coach or accompany the private music instruction or studio dance instruction of students. Accompanists will be assigned scores in a timely manner whenever possible.

Section 6. Exit Interviews

The College will offer exit interviews to all resigning or retiring employees. Upon request, the Union will be provided with the College's exit interview questions.

ARTICLE XXIII – ACADEMIC RANK

Section 1. Academic Ranks for Full-Time Faculty

The Union and the College agree to the following academic ranks and criteria of appointment for full-time unit members:

1.1. Academic Rank for Terminal Appointments (Full-Time)

Faculty in a terminal appointment under Article XXII of this Agreement will receive one of the following titles, as appropriate:

- Visiting Assistant Professor
- Visiting Artist in Residence
- Visiting Writer in Residence

Faculty in terminal appointments are not eligible for promotion.

From time to time, the College may have the opportunity to hire a short-term faculty member with exceptional credentials. In such circumstances, the Dean of the Faculty retains the discretion and right to award a unique title.

1.2. Academic Ranks for Renewable Appointments (Full-Time)

Assistant Rank

Faculty in a renewable appointment under Article XXII of this Agreement will receive one of the following titles, as appropriate:

- Assistant Librarian
- Assistant Teaching Professor

- Artist in Residence
- Writer in Residence

Associate Rank

Faculty in renewable appointments are eligible for promotion to the following titles:

- Associate Librarian
- Associate Teaching Professor
- Senior Artist in Residence
- Senior Writer in Residence

Full Rank

Faculty in renewable appointments are eligible for further promotion to the following titles:

- Librarian
- Teaching Professor
- Distinguished Artist in Residence
- Distinguished Writer in Residence

Section 2. Academic Ranks for Part-Time Faculty

The Union and the College agree to the following academic ranks and criteria of appointment for part-time unit members:

Assistant Rank: Assistant Lecturer

Title change based on years of service to Associate Lecturer after six (6) cumulative semesters under contract.

Associate Rank: Associate Lecturer

Title change based on years of service to Full Lecturer after twelve (12) cumulative semesters under contract.

Full Rank: Lecturer

Section 3. Full-time Accompanists and Postdoctoral Fellows

Full-time accompanists and postdoctoral fellows are not eligible for promotion in rank.

Section 4. Implementation

The College will assign full-time bargaining unit members an academic rank that is consistent with Appendix 4.

The College will begin assigning part-time unit members to an academic rank consistent with this Article beginning with the fall 2025 semester.

The College may, at its discretion, appoint a newly hired unit member to an elevated rank, based on the unit member's qualifications. The College shall notify the Union in writing when it exercises its discretion to appoint a newly hired unit member to an elevated rank.

ARTICLE XXIV – OBSERVATIONS, EVALUATIONS, AND PROMOTION

Section 1. Observations

1A. Observations for Full-Time Unit Members on Terminal Appointments

Full-time unit members on a terminal appointment, as defined in Article XXIII of this Agreement, may request a Developmental Observation once during each academic year of their appointment with the College. If requested, the unit member shall propose, in consultation with their Chair, Program Director, or Program Personnel Committee Chair (C/PD/PPCC), a developmental observation plan that includes the identity of the observer and the unit members' goals for the observation. Developmental Observations may be conducted by the unit member's C/PD/PPCC or another faculty member designated by the member's Chair or Program Director (C/PD) in consultation with the unit member. Developmental observations are used primarily to promote the professional growth of unit members.

Following a Developmental Observation, the observer will prepare, in consultation with the unit member, a letter noting the unit member's pedagogical abilities, classroom performance, and disciplinary expertise to be shared with the unit member for the purpose of their professional growth. The Developmental Observation letter or portions of it may be used in future applications for employment, Annual Faculty Success reports, reappointment at Skidmore, and/or other professional applications, at the unit member's discretion. Developmental Observations that are used in lieu of an Evaluative Observation will be considered by the College for the purposes of reappointment.

For full-time unit members on a terminal appointment, the College will conduct an Evaluative Observation at least one (1) semester before an additional appointment is awarded or a unit member's position is considered for conversion to a renewable appointment. The unit member may elect to use their Developmental Observation(s) in lieu of an Evaluative Observation for the purposes of reappointment consideration. Evaluative Observations will follow the same procedure as set forth below in Section 1B for full-time unit members on renewable appointments.

1B. Observations for Full-Time Unit Members on Renewable Appointments

Full-time unit members on renewable appointments, as defined in Article XXIII of this Agreement, will receive an Evaluative Observation once per year for their first three years of employment, then once more every three (3) years. Unit members standing for promotion shall receive an Evaluative Observation at least once in the three (3) years prior to their promotion application. Evaluative Observations shall be performed by the unit member's C/PD/PPCC or another faculty member designated by the member's C/PD in consultation with the unit member. The process shall consist of three (3) components:

1. A pre-observation discussion between the unit member and the observer of learning objectives, class dynamics, and any other relevant topics.
2. The observation of one class session of at least fifty (50) minutes in length and completion of the Class Observation Rubric (see Appendix 1).

3. A post-observation meeting to discuss the observed class. During this meeting, the observer will share the completed Class Observation Rubric and any additional feedback from the session, and the observed unit member will have the opportunity to respond. A unit member may submit a written response to the observer to be appended to the Class Observation Rubric.

Full-time unit members on renewable appointments may request an additional evaluative observation; such requests shall not be unreasonably denied. However, in documenting and evaluating the bargaining unit member's teaching, the C/PD may take into consideration both observed sessions.

Full-time unit members on renewable appointments may also request one (1) Developmental Observation a year from their C/PD/PPCC or other members of their department; such requests shall not be unreasonably denied. Developmental Observations shall follow the procedures outlined in Section 1A. Unit members may submit Developmental Observation materials to their portfolios for reappointment and promotion consideration at the unit member's discretion. Developmental Observation letters may also be used by unit members in future applications for employment and/or other professional applications at the unit member's discretion.

1C. Observations for Part-Time Unit Members

Part-time unit members will be subject to one (1) Evaluative Observation, as provided for above in Section 1B, during their first two (2) semesters of employment. Part-time unit members may request one (1) additional Developmental Observation per academic year, as provided for above in Section 1A. Such requests shall not be unreasonably denied.

1D. Observations for Librarians

For Librarians, a one-time library session for a course may be used for an Evaluative Observation, pursuant to Section 1B of this Article. For one-time library sessions, use of the class observation rubric is optional. If a Librarian does not teach a library session or course during an academic year, an Evaluative Observation for that year will not be required.

1E. Observations for Music Performance Unit Members

For music performance unit members, a class, individual lesson, or group lesson, or rehearsal may be used as a suitable class observation session.

1F. Other Observations

Nothing in this section precludes a unit member's C/PD from conducting additional Evaluative Observations to determine teaching effectiveness. The C/PD will work with the unit member to coordinate any additional observations outside of the cycle described above.

Section 2. Reappointment and Promotion Processes

2A. Reappointment for Full-Time Unit Members on Renewable Appointments at the Assistant Rank and Promotion to the Associate and Full Ranks

1. In the fall semester of the candidate's third (3rd) and sixth (6th) years at the Assistant rank, and/or whenever a candidate is eligible and elects to put themselves up for promotion to the Associate and Full rank, the candidate will be provided with an

ePortfolio course shell in theSpring. The candidate will update their ePortfolio consisting of Watermark Faculty Success reports (or the analogous annual reports) from the relevant academic years, and materials in accordance with Section 10.

A candidate may put themselves up for promotion to the second (2nd) rank in their sixth (6th) year in the Assistant rank or any subsequent year. A candidate may put themselves up for promotion to the third rank in their sixth (6th) or any subsequent year at the Associate rank. The promotional review may but does not have to be in conjunction with a review for reappointment. If a candidate wants to go through promotional review, they shall notify the ADOF in writing by the end of the first week of September. The ADOF will confirm receipt of this intent in writing within five (5) working days.

2. On or before September 30th of the relevant year of employment, the candidate will arrange for fall semester teaching observation(s). Observations should occur before December 2nd.

3. On or before October 1st of the relevant year of employment, the candidate will submit an ePortfolio containing materials documenting the relevant criteria for promotion and/or reappointment, as noted in Section 10. Candidates are responsible for arranging access to their electronic files by eligible department/program members. Guidelines are provided in the document, "Procedures for Creation and Maintenance of Electronic Portfolios."

4. Prior to the end of the fall semester of the relevant year of employment, eligible members of the department will share with the C/PD their assessments of the candidate's file as it relates to the evaluative criteria for promotion and/or reappointment, described in Section 10. This may be done either through the submission of individual letters to the C/PD or through a collective meeting in which the candidate is not present.

5. On or before January 10th of the relevant year of employment, C/PD/PPCC will submit the recommendation regarding reappointment to the ADOF. This takes the form of a consensus letter that summarizes: (1) the department's or program's overall recommendation whether to reappoint or promote the unit member; and (2) the evidence supporting the recommendation. The letter will also explain any internal personnel procedures that guided the review process. The candidate's file will be copied for the ADOF by a designated staff person in LEDS. The consensus letter may take the place of the annual letter of evaluation described in Section 1A.

6. On or before March 15th of the relevant year of employment, the ADOF will make a recommendation to the DOF/VPAA and will inform the candidate and C/PD/PPCC of the reappointment decision.

7. If the unit member is standing for reappointment and is not reappointed, they will be issued a one- (1-) year terminal appointment for the academic year for the following year. If the unit member is standing for promotion and is not promoted, they shall continue on their current appointment and may put themselves up for promotion after three (3) years.

2B. Reappointment for Full-Time Unit Members in the Associate and Full Rank

1. In the fall semester of the final year of the candidate's appointment, the candidate will update their ePortfolio with the applicable Watermark Faculty Success reports (or the analogous annual reports) and an updated CV.
2. On or before September 15th of the relevant year of employment, the candidate will submit their updated ePortfolio. Candidates are responsible for arranging access to their electronic files by eligible department/program members. Guidelines are provided in the document, "Procedures for Creation and Maintenance of Electronic Portfolios."
3. On or before October 1st the C/PD/PPCC will review the updated ePortfolio and express to the candidate their recommendation for reappointment. The C/PD/PPCC may consult with other eligible department members, as defined in Section 9, via email or in a meeting during this review.
4. If the C/PD/PPCC elects not to recommend a candidate for reappointment, a full review will then take place following the same steps outlined in Section 2A of this Article, on an expedited timeline. Deadlines for the expedited procedure shall be mutually determined by the unit member and the C/PD/PPCC, but should be completed by the end of the fall semester. At that point, the C/PD/PPCC will submit their recommendation to the ADOF in writing.
5. If the C/PD/PPCC elects to recommend a candidate for reappointment, on or before January 10th of the relevant year of employment, the C/PD/PPCC will submit the recommendation regarding reappointment to the ADOF. This takes the form of a letter that summarizes: (1) the overall recommendation whether to reappoint the unit member; and (2) the evidence supporting the recommendation. The letter will also explain any internal personnel procedures that guided the review process.
6. On or before March 15th of the relevant year of employment, the ADOF will make a recommendation to the DOF/VPAA and will inform the candidate and C/PD/PPCC of the reappointment decision.
7. If the non-librarian candidate is not reappointed, they will be issued a one-year terminal appointment for the following academic year.
8. If the librarian candidate is not reappointed, they will be issued a one- (1-) year probationary appointment for the following academic year in which they will be reviewed a second time following the timeline and process stipulated in Section 2A. If they are again not reappointed, they will be issued a one- (1-) year terminal appointment for the following academic year.

Section 3. Fair and Honest Performance Evaluations

Unit members have a right to receive fair and honest evaluations based on a variety of metrics as stipulated in Section 10. A unit member who believes this right has been violated may file a Grievance pursuant to the Grievance Procedure provided for by this Agreement.

Section 4. Student Ratings

Unit members will receive student ratings each semester, as assessed by the department and/or the College and following the terms and procedures detailed in the Skidmore Faculty Handbook. Because student ratings are used in the evaluation of a unit member, unit members have a right to receive fair and honest student ratings. Student ratings will not be used as the sole indicator for determining teaching effectiveness.

Section 5. Annual Reports

Full-time unit members will complete Watermark Faculty Success reports (or the analogous annual report) each year, on the same terms and deadlines as tenured and tenure-track faculty.

Section 6. Annual Letters of Evaluation

All unit members in their first (1st) through sixth (6th) year at the College are entitled to an annual letter of evaluation from their C/PD. Beginning in their seventh (7th) year, all unit members are entitled to a letter every three (3) years. These letters should be written and shared in a timely fashion, on the same terms and conditions as tenured and tenure-track faculty. These letters may be used by unit members as part of their ePortfolio for reappointment and/or promotion, for future applications for employment and/or other professional applications and may be used by the College for reappointment and/or promotion determinations.

Section 7. Notification

Unit members who require an observation will be notified by their C/PD/PPCC no later than the last week of the semester prior to the one in which that observation is required. Any classroom observation date will be chosen in advance by mutual agreement between the unit member and C/PD/PPCC or other faculty observer, so that the unit member may prepare the necessary materials for their evaluation as provided for by this Article of the Agreement.

Section 8. General Statement

The evaluation of any unit member by the DOF/VPAA, ADOF, or their C/PD will be the responsibility of the College and its designee(s) to initiate. Failure to perform an evaluation of a unit member shall not prevent the unit member from being reappointed, pursuant to the provisions of this Agreement.

Section 9. Eligibility

All full-time unit members in a department or program at the Associate or Full rank are eligible to participate in the evaluation of faculty within their departments.

Section 10. Criteria and Evidence for Evaluation and Promotion

Unit members standing for promotion or reappointment should be evaluated holistically, in a way that mirrors the primary responsibilities and duties appropriate to an individual's position and rank.

Promotion to the Associate and Full rank is awarded not on the basis of time in rank but because of the candidate's demonstration of accomplishments; faculty may stand for promotion at their discretion, following the procedures outlined in Section 2. Promotion to these ranks shall be granted to eligible faculty who have shown evidence of continuing high-quality accomplishments and have demonstrated growth over the course of the candidate's current rank in teaching, service, and any other areas appropriate to their appointment.

10A. Teaching professors

Pedagogy

Teaching professors shall be assessed primarily on the quality of their teaching, as defined in Part 1, Section VIII of the Faculty Handbook. High quality teaching may be evidenced by materials including, but not limited to: syllabi, classroom materials, assignment prompts, examples of student work, teaching philosophy statement, publications and/or research projects in areas of pedagogy or assessment, teaching awards, teaching grants, campus leadership in pedagogy training or development, participation in teaching workshops, class observation rubrics and letters.

Service

Teaching professors should demonstrate service, as defined in Part 1, Section VIII of the Faculty Handbook; this includes service to students, one's own department or program, the College, and the academic profession. Qualifications in service may be evidenced by, but are not limited to, participation in the following: department committee work, College committee work, ad-hoc committees, union committee work, working groups, student advising, student group mentoring, campus community activities, professional society service.

Evaluation of service should take into consideration the time commitments and workload requirements that different types of service require. Unit members should be evaluated on the quality and depth of work and not the number of committees or working groups. All unit members will be expected to contribute to department-level service in accordance with this Agreement. With the promotion to the Associate and more so with promotion to the Full rank, unit members are expected to take on an increasingly significant share of the responsibilities for service, including and demonstrate a record of sustained, significant and effective contributions to the department, College, and/or academic community as described in this Agreement.

Professional development

Teaching professors are expected to show evidence of professional growth that maintains currency and enhances effectiveness in the classroom, studio, or laboratory, but are not required to show proof of scholarly or creative outputs for reappointment or promotion. This professional development may take many forms, depending on the candidate's area of expertise, department, and teaching concentrations. Continued professional development may be evidenced by materials including, but not limited to: scholarly publications, conference presentations and/or attendance, description of research activities, creative projects, book reviews, and/or participation in professional organizations. Unit members who elect not to submit evidence of scholarly or creative outputs shall not be penalized for not doing so.

10B. Artists- and Writers-in-Residence (AiRs and WiRs)

Pedagogy

AiRs and WiRs should demonstrate high quality teaching, as defined in Part 1, Section VIII of the Faculty Handbook. High quality teaching may be evidenced by materials including, but not limited to: syllabi, examples of student work, teaching philosophy statement, publications and/or research projects in areas of pedagogy or assessment, teaching awards, teaching grants, campus

leadership in pedagogy training or development, participation in teaching workshops, class observation rubrics and letters.

Artist/Scholar Achievement

AiRs and WiRs should demonstrate continued professional development during the course of their appointments. For unit members with these appointments, development may reflect their growth and productivity as artists/scholars. Continued professional development may be evidenced by materials including, but not limited to: creative projects, scholarly publications, conference presentations and/or attendance, description of research activities, book reviews, participation in professional organizations.

Service

AiRs and WiRs should demonstrate service to the College and academic communities, as defined in Part 1, Section VIII of the Faculty Handbook; this includes service to students, one's own department or program, the College, and the academic profession. Qualifications in service may be evidenced by, but is not limited to, participation in the following: department committee work, College committee work, ad-hoc committees, union committee work, working groups, student advising, student group mentoring, campus community activities, professional society service.

Evaluation of service should take into consideration the time commitments and workload requirements that different types of service require. Unit members should be evaluated on the quality and depth of work and not the number of committees or working groups. All unit members will be expected to contribute to department-level service in accordance with this Agreement. With the promotion to the Associate and more so with promotion to the Full rank, unit members are expected to take on an increasingly significant share of the responsibilities for service, including and demonstrate a record of sustained, significant and effective contributions to the department, College, and/or academic community as described in this Agreement.

10C. Librarians

Librarianship

Librarians shall be assessed primarily on achievements in librarianship. Qualifications in librarianship shall be evidence by, but are not limited to: summary reports of major collection development initiatives; reports prepared to make policy or program recommendations; guides or pathfinders; syllabi or other curricular materials; websites; reports of system developments; and materials documenting unique duties of individual librarians.

Professional Development

Librarians should demonstrate continued professional development during the course of their appointments. This development may take many forms, and may be evidenced by materials including, but not limited to: scholarly publications, conference presentations and/or attendance, description of research activities, creative projects, book reviews, participation in professional organizations.

Service

Librarians should demonstrate service to the College and academic communities, as defined in Part 1, Section VIII of the Faculty Handbook; this includes service to students, one's own department or program, the College, and the academic profession. Qualifications in service may be evidenced by, but is not limited to, participation in the following: department committee work, College committee work, ad-hoc committees, union committee work, working groups, student advising, student group mentoring, campus community activities, professional society service.

Evaluation of service should take into consideration the time commitments and workload requirements that different types of service require. Unit members should be evaluated on the quality and depth of work and not the number of committees or working groups. All unit members will be expected to contribute to department-level service in accordance with this Agreement. With the promotion to the Associate and more so with promotion to the Full rank, unit members are expected to take on an increasingly significant share of the responsibilities for service, including and demonstrate a record of sustained, significant and effective contributions to the department, College, and/or academic community as described in this Agreement.

Teaching (Optional)

Librarians may demonstrate high quality teaching; evidence may include a list of courses taught, syllabi, or other course materials.

Supervisory Responsibilities (Optional)

Librarians may demonstrate their record of supervisory responsibilities; evidence may include annual departmental reports; description of reorganization and/or new initiatives within the department; description of new procedures and policies; input from staff within the department (either oral or in writing).

Internal and External Letters

For a librarian's reappointment in the sixth (6th) year and for a promotion to Full Librarian, the candidate must solicit and include a minimum of three (3) letters from outside of the library that discuss one (1) or more of the criteria for review listed in this section. One (1) letter must be internal to the Skidmore Community and two (2) letters must be external to the Skidmore Community.

ARTICLE XXV – PROFESSIONAL DEVELOPMENT

Section 1. General Statement

Access to professional development support is essential to the work of non-tenure-track faculty. The College commits to supporting unit members' professional development in effective and inclusive pedagogy, scholarly research, creative endeavors, and librarianship.

Section 2. Departmental Professional Development Funding and Eligibility

Upon hire, all unit members shall be immediately eligible for departmental or programmatic professional development funding and shall remain eligible throughout the duration of their employment. Full-time unit members shall be eligible annually for \$500 or the amount regularly

budgeted for tenure-track/tenured faculty in their department or program, whichever is greater. Part-time unit members at the Associate or Full ranks shall be eligible annually for \$250 or half the amount regularly budgeted for tenure-track/tenured faculty of their department or program, whichever amount is greater. Unit members may not be required to use their professional development funding for any particular purpose.

Departmental or programmatic professional development funds may be used by a unit member for costs including but not limited to: materials, professional association memberships, travel to workshops, meetings, conferences, etc. The parties agree to discuss at meetings of the Labor Management Committee, on an as-needed basis, to develop and update a comprehensive list of eligible uses of departmental or programmatic professional development funding. The approved list of eligible uses of departmental or programmatic professional development funding shall be posted online consistent with terms of Article IV of this Agreement.

All such requests for departmental and programmatic professional development funding shall be submitted and reviewed in accordance with the department's procedures and shall comply with the College's travel and entertainment policy. Requests for funding shall not be unreasonably denied.

The College will engage in impact bargaining with the Union over any proposed change and/or reduction in the availability and provision of professional development funding to unit members.

Section 3. Faculty Development Committee Grants

Unit members may apply for Faculty Development Grants on the same terms as other faculty. The College reserves the right, in its sole discretion, to modify the terms of the Faculty Development Grant application and award process.

Section 4. Teaching Awards and Endowed Chairs

Unit members shall be eligible for all teaching awards. Unless explicitly prohibited by the terms of the donation, full-time unit members on renewable appointments may be nominated for Endowed Chairs and will be considered without regard to their appointment renewal date. If awarded an Endowed Chair, unit members will be issued a new appointment that spans at least the length of the award.

Section 5. Funding for Travel to Read and Represent

The College will make the Travel to Read and Represent funds available equally to full-time unit members and tenure-line faculty members. Part-time unit members are eligible for proportional assistance if funds are available. Such requests for travel funding shall not be unreasonably denied.

Section 6. Sabbaticals and Scholarly Leaves of Absence

Upon recommendation of the C/PD, and with the approval of the Dean of Faculty and Board of Trustees, all full-time Artists-in-Residence, Writers-in-Residence, and Librarians who have served the College for at least six (6) consecutive years and who have been reappointed, are eligible to apply for a sabbatical leave of absence in accordance with the Faculty Handbook, at least once during the term of their subsequent reappointments.

All sabbaticals shall be compensated for a one- (1-) semester sabbatical leave at full salary, or for a year-long sabbatical leave at fifty percent (50%) salary. Sabbatical leaves as specified herein shall include full benefits as accrue to tenured and untenured tenure-line faculty on sabbatical and count fully towards all years-of-service calculations unless otherwise provided by law or in the applicable plan document. Applications for sabbatical leave shall be considered based on the criteria outlined in the Faculty Handbook and shall not be unreasonably denied.

In addition, full-time faculty who have served the College in a renewable appointment for at least six (6) consecutive years and who have been reappointed, may apply for an unpaid leave of absence to engage in a scholarly activity to be arranged through consultation with the C/PD and the Dean of Faculty. An unpaid scholarly leave of absence shall not negatively impact the calculation for years-of-service to the College regarding eligibility for any employee benefits or for retirement eligibility, as defined in Article XXI of this Agreement. Employees who choose to stay on the College's benefits plans are responsible for paying the continuation of such benefits. Scholarly leaves may not extend an appointment.

Section 7. Funding for Affinity Groups and Mentorship

All unit members are eligible to participate in College-sponsored employee affinity groups.

If the College elects to have a mentoring program, unit members are eligible to serve as mentors. If selected by the College to serve as a mentor, and if the program is compensated, unit members will be compensated in the same manner as other selected mentors.

Section 8. Mandatory Trainings

The College may require unit members to participate in training activities (either in person or online). Such training shall be arranged such that they may be completed without interrupting the unit member's teaching schedule.

ARTICLE XXVI – DURATION

This Agreement shall be in full force and effect from the date of ratification to May 31, 2027.

ARTICLE XXVII – APPLICATION OF AGREEMENT

This Agreement shall be binding on the parties hereto and their successors or assignees. The undersigned are duly authorized representatives of Skidmore College and SEIU Local 200 United, and hereto have executed this Agreement on the date and year indicated below.

FOR THE COLLEGE



Robert F. Manfredi, Negotiator and
Attorney for Skidmore College

Date: 4/17/25



Sarah Delaney Vero, General Counsel
and Vice President of Human Resources,
Skidmore College

Date: 4/17/25

FOR THE UNION



Scott Phillipson, President
SEIU Local200 United

Date:



Sean Collins, Negotiator and Union Rep.
SEIU Local200 United

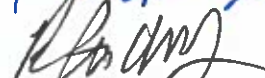
Date: 4/11/25

(To Be Added by Union: additional NTT Negotiators)

Date:

Ruth McAdams 

Eileen Sperry 

Peter Murray 

Erin McShane

Jerry Stone

Will Kennedy 

Jahome Mackin

Earl Hattler

APPENDIX 1 – CLASS OBSERVATION RUBRIC

Adapted from the University of Colorado at Boulder Teaching Quality Framework

This form is for the reviewer of the class session taught by the faculty member to be reviewed. The reviewer can use this form to evaluate and provide feedback on the session. Check the boxes for the level of skill you have determined for each of the teaching and learning elements listed in the table below. Add any additional notes you have about the element in the 'Reviewer notes' beneath each teaching and learning element. Provide your overall narrative comments in the 'Reviewer overall comments' space provided at the end of the document. Share your completed document with the faculty member being reviewed in a one-to-one meeting.

Faculty member reviewed: _____

Reviewer: _____

Course name and number: _____

Date: _____

Pre-observation faculty learning objectives and concerns (established with the reviewee prior to the review)

| Teaching & learning elements | Developing <i>Requires improvement</i> | Basic Skill <i>Competent</i> | Professional <i>Professional</i> | Advanced <i>Advanced</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Goals, Content, Alignment <i>What are students expected to learn? Are course goals appropriately challenging? Is content aligned with the curriculum?</i></p> | <ul style="list-style-type: none"> ● Goals/content inappropriate, not aligned w/curriculum, institutional expectations ● Content outdated/unsuitable ● Range/depth/treatment of topics is too narrow or broad | <ul style="list-style-type: none"> ● Most goals/content are articulated & appropriate for topic, students, curriculum ● Inclusion of all students is a goal ● Standard, intellectually-sound materials & content ● Range/depth/treatment of topics generally appropriate | <ul style="list-style-type: none"> ● Learning goals are explicit, relevant to all students and regularly communicated ● Goals/content/materials have high quality elements; are current, appropriate, aligned ● Range/depth appropriate, integrated across topics ● Some innovation/connection to current research | <ul style="list-style-type: none"> ● Goals/content connect to curricular, programmatic, dept. goals ● Goals include advancing diversity, equity, and inclusion in the field ● Content is consistently challenging and innovative, and related to current issues and development in field ● Content comes from diverse perspectives |
| <p>Reviewer notes:</p> | | | | |

| Teaching & learning elements | Developing <i>Requires improvement</i> | Basic Skill <i>Competent</i> | Professional <i>Professional</i> | Advanced <i>Advanced</i> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Preparation for teaching <i>Content Knowledge; Pedagogical Knowledge (i.e. teaching generally and teaching subject material); Classroom mechanics prep (e.g. grading, activities, tech use, etc.)</i></p> | <ul style="list-style-type: none"> ● Limited knowledge of content/teaching methods ● Insufficient materials prep ● Inadequate class mechanics | <ul style="list-style-type: none"> ● Standard understanding of content/teaching practices ● “Standard” materials prep ● Adequate class mechanics | <ul style="list-style-type: none"> ● Knows subject deeply, incl. current/related research ● Evidence-based teaching practices/methods/materials ● Excellent syllabus/materials | <ul style="list-style-type: none"> ● Very knowledgeable about classroom teaching practices ● Activities for common challenges ● Advanced class mechanics |
| <p>Reviewer notes:</p> | | | | |

| Teaching & learning elements | Developing <i>Requires improvement</i> | Basic Skill <i>Competent</i> | Professional <i>Professional</i> | Advanced <i>Advanced</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Methods/Teaching Practices <i>What assignments, assessments, and learning activities are implemented? Are methods appropriate for environment & aligned for population (inclusive ed, course level & goals</i></p> | <ul style="list-style-type: none"> ● No rationale for methods; no instructional design ● Practices not well executed; little methods development ● Student engagement is variable or absent | <ul style="list-style-type: none"> ● Conventional teaching practices for course/discipline ● Standard course practice/execution ● Consistent engagement ● Some inconsistency in quality | <ul style="list-style-type: none"> ● Innovative or evidence-based teaching methods ● Opportunities for practice/feedback on skill/concepts ● Consistent/high engagement ● Implementation is consistent | <ul style="list-style-type: none"> ● Consistently used innovative/evidence-based methods ● Students frequently practice skills, define some activities ● Consistent high engagement ● High-quality implementation |
| <p>Reviewer notes:</p> | | | | |

| Teaching & learning elements | Developing <i>Requires improvement</i> | Basic Skill <i>Competent</i> | Professional <i>Professional</i> | Advanced <i>Advanced</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <p>Presentation & Student Interaction <i>What are students' views of the learning experience? Are methods implemented effectively? Are students supported?</i></p> | <ul style="list-style-type: none"> ● Class climate discourages motivation/engagement ● Negative reports of instructor accessibility/interaction | <ul style="list-style-type: none"> ● Climate supports civility/motivation/engagement ● Students report satisfactory accessibility/interaction | <ul style="list-style-type: none"> ● Consistently positive accessibility/interaction ● Students perceive learning important skills or knowledge | <ul style="list-style-type: none"> ● Class climate encourages motivation and engagement, is respectful and cooperative |
| <p>Reviewer notes:</p> | | | | |

| Teaching & learning elements | Developing <i>Requires improvement</i> | Basic Skill <i>Competent</i> | Professional <i>Professional</i> | Advanced <i>Advanced</i> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Student Outcomes <i>What impact does this course have on learners? What evidence shows the level of student understanding? Are measures of learning (shift in student performance as a result of class/instruction) aligned w/goals?</i></p> | <ul style="list-style-type: none"> ● Poor measures of student learning, do not match goals ● Low understanding/skill required, poor learning outcomes (e.g. skills, interest, etc.) | <ul style="list-style-type: none"> ● Standard attention to student achievement ● Clear assessment standards ● Typical level of skill achieved | <ul style="list-style-type: none"> ● Clear efforts to support learning in all students ● Some excellent course-level outcomes for students | <ul style="list-style-type: none"> ● Exceptional efforts to support learning in all students ● Learning evaluations connect to dept./program goals ● Exceptional outcomes, supports broad success |
| <p>Reviewer notes:</p> | | | | |

Overall reviewer comments:

APPENDIX 2 - LETTER OF UNDERSTANDING: LIBRARIAN WORKLOADS AND ASSIGNMENTS

In order to meet the evolving needs of the Lucy Scribner Library, the primary job duties of a librarian's position may change as needed. Any change to a librarian's primary job duties should be made after consultation with the College Librarian/Director of the Library and the librarian whose job duties will change.

If a change in job duties would increase the librarian's regular workload over the thirty-five- (35-) hour work week, the College Librarian/Director of the Librarian will consult with the affected librarian to identify other job duties that will no longer have to be fulfilled by that librarian in order to maintain that thirty-five- (35-) hour work week. The affected librarian may request union representation during any such discussions related to changes in their job duties and workload.

If the change in job duties means a change in position for that librarian requiring training or education, the College shall provide funds for the necessary professional development for that librarian in that new role. This will be in addition to those annual professional development funds stipulated in Article XXV of this Agreement.

APPENDIX 3 – PRIVATE MUSIC LESSON WORKLOAD CALCULATOR

| Assignment | Contact Hours (Teaching Credits) | 2024-25 | 2025-26 | 2026-27 |
|-----------------|-----------------------------------------|---------|---------|---------|
| Private Lesson | 45 minutes (.40 credit hours) | \$983 | \$1,003 | \$1,023 |
| | 60 minutes (.55 credit hours) | \$1,352 | \$1,379 | \$1,407 |
| Senior Recital | 90 minutes (.75 credit hours) | \$1,844 | \$1,880 | \$1,918 |
| Class Study | 180 minutes (2 credit hours) | \$4,916 | \$5,014 | \$5,114 |
| Keyboard Skills | 110 minutes (2 credit hours) | \$4,916 | \$5,014 | \$5,114 |
| Small Ensemble | 60/90/110 minutes (1 credit hour) | \$2,458 | \$2,507 | \$2,557 |
| Medium Ensemble | 90/120/135/180 minutes (2 credit hours) | \$4,916 | \$5,014 | \$5,114 |
| Large Ensemble | 120/150 minutes (3 credit hours) | \$7,374 | \$7,521 | \$7,671 |

APPENDIX 4 - MEMORANDUM OF AGREEMENT

SKIDMORE COLLEGE

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 200 UNITED

This Memorandum of Agreement (the "MOA") is entered into by and between Skidmore College (the "College") and SEIU Local 200 United (the "Union"), collectively referred to as the "parties," as follows:

WHEREAS, the College and the Union have concluded negotiations towards a first Collective Bargaining Agreement, effective June 1, 2024 through May 31, 2027; and

WHEREAS, the parties discussed the implementation of the new Collective Bargaining Agreement and the new terms and conditions of employment relating to academic appointments, academic rank, and compensation for continuing bargaining unit members.

NOW, THEREFORE, to facilitate the implementation of these new terms and conditions of employment, the College and the Union enter into this MOA on the terms and conditions set forth below.

Section 1. Appointment Types and Ranks for Continuing Full-Time Unit Members

All bargaining unit members shall receive an academic rank according to Article XXIII (Academic Rank) of the Collective Bargaining Agreement. Future reappointments will follow the observation and evaluation procedures consistent with the provisions of the Collective Bargaining Agreement.

A current unit member's previous observations and evaluations by the College shall count towards their satisfaction of the criteria for reappointment provided for by this Article of the Agreement. Current unit members may not be penalized for the absence of any materials newly required as a result of this Agreement in their first evaluation following ratification.

All current bargaining unit members who have been on a terminal appointment for at least six (6) consecutive academic years will be converted to a renewable appointment. Additionally, the parties agree that some unit members whose positions do not fulfill a specific short-term curricular need, as defined by the Article XXII (Appointments) of the Collective Bargaining Agreement, and will be converted to a renewable appointment based on the faculty member's rank.

In accordance with the above, upon ratification of this Agreement, the parties agree that the following full-time unit members will remain on Terminal Appointments:

Abbott, Benjamin

Bajgain, Suraj
Brown, Alexandra
Chase, Tory
Coomes, Casey
Dellis, Nelson
Diamante, Joseph
DiMaio, Megan
Goodpasture, Sophia Louise
Jokiel, Patrick
Kao, Chia-Ying
Kostrzewa, Aneta
Lucas, Matthew
Menkiti, Nwasinachi
Moler, Emily
O'Dell, Kaylin
Schneider, Tatiana
Sehnert, Benjamin
Smith, Rebecca
Soares, Edgard
Taylor, Chelsea
Van Auken, Jennifer
Van Winkle, Michael
Wali, Esma
Willis, Charmaine
Wolin, Daniela

In accordance with the above, upon ratification of this Agreement, the parties agree that the following full-time unit members will be on the Assistant Rank (Renewable):

Albright, Lynette+
Arora, Neha
Ballard, Joe+
Banks, Stephanie
Berger, Lauren+
Bettigole, Charlie
Buchman, Lindsay+
Cottle, Christopher
Crocco, Stephanie+
Dubben, Elizabeth+
Duncan, Teisha+
Garbin, Barbara+
Gildener, Lisa Chalik+
Hamilton, Catharine+
Hussaini, Hajar+
Jasper, Maura
Kleinsmith, Abigail+
Moore, Jennifer

Ricketts, Floyd
Sadarananda, Janelle+
Showalter, Ann+
Shrivastava, Sanchit+
Sloane, Jeremy
Soderlind, Lori+
Sperry, Eileen+
Suresh, Archana+
Swellander, Michael+

In accordance with the above, upon ratification of this Agreement, the parties agree that the following full-time unit members will be on the Associate Rank (Renewable):

Almansberger, Sara
Dunn, Olivia+
Freiermuth, Timothy+
Halstead, Evan
Kim, Young
Klein, Jared*
Mackay, Johanna
McAdams, Ruth+
Murray, Peter*
Paulmeno, Michael
Pujic, Erika+
Read, David
Roca, Maryuri+
Stoner-Hawkins, Sylvia
Szabo, Csilla+

In accordance with the above, upon ratification of this Agreement, the parties agree that the following full-time unit members will be on the Full Rank (Renewable):

Arciero, Karen^
Barnes, Diana^
Brown, Joel
Burke, Colleen^
Chen, Dung-Lan*
Cortes, Yvette*
Emery, Michael+
Ernst, Anne^
Hill, Catherine^
Hrbek, Greg
Kendall, Beatrice*
Kennerly, William^
Krzystyniak, Andrew*
Linz, Jill*
Loyola, Beatriz^
Mack, Evan^

Mann Rosan, Rachel^
McCarthy, Peter*
Schielke, Erika*
Spinner, Gregory^
Tamagawa, Masami^
Trousil, Rebecca*
Wilson, Garrett

Note: An asterisk (*) indicates the promotion of the individual unit member. A plus sign (+) indicates the conversion of the individual unit member from a terminal appointment to a renewable appointment. A caret (^) indicates both.

Section 2. Conversion from Terminal to Renewable Appointments

Unit members who are converted from terminal appointments to renewable appointments as a result of the Agreement will receive the appropriate renewable appointments consistent with the terms of this Agreement, effective June 1, 2025.

Section 3. Legacy Renewable Appointments

Unit members on renewable appointments will complete their current appointment. Upon reappointment, a unit member's appointment length will conform to the terms of the Agreement.

Section 4. Writing Center ESL Specialist and Lecturer

The ESL Specialist and Lecturer is a hybrid position that includes part-time teaching responsibilities together with academic support responsibilities in the English Department and the College's Writing Center. The position is expected to teach up to twelve (12) credit hours an academic year in addition to their duties in the College's Writing Center. Currently, the only bargaining unit member employed in this position is Thaddeus Niles.

The parties agree that, for the purposes of implementing this Agreement, this position will be designated as a hybrid position (defined herein as a staff and part-time non-tenure track faculty position). In consideration of the parties' negotiations as they relate to part-time non-tenure track faculty, and as part of the implementation of the Agreement Thaddeus Niles will receive a salary increase of five percent (5.0%). The parties agree that this salary increase is in addition to the three percent (3.0%) salary increase Thaddeus Niles received effective June 1, 2024.

Section 5. Hybrid Positions in the Performing Arts

Certain full-time exempt positions in the Performing Arts (Dance, Theater, and/or Music Departments) include part-time teaching as part of the position's job responsibilities. Currently, the only bargaining unit members employed in such positions are Susan Kessler, as Theater Manager and Lecturer, and Samantha Garwood, as Costume Shop Manager and Lecturer. The parties agree that, for the purposes of implementing this Agreement, these positions will be designated as hybrid positions.

As part of the implementation of the Agreement and in consideration of the parties' negotiations as they relate to part-time non-tenure track faculty, both Susan Kessler and Samantha Garwood will receive a salary increase of five percent (5.0%). The parties agree that this salary increase is

in addition to the three percent (3.0%) salary increase received by Susan Kessler and Samantha Garwood effective June 1, 2024.

Section 6. Academic Rank for Continuing Part-Time Unit Members

The College will begin assigning part-time unit members to an academic rank consistent with Article XXIII beginning with the fall 2025 semester. Private Music Instructors (PMIs) and SILP tutors will maintain those titles in addition to the appropriate rank provided for by this Article.

Section 7. Salary for Continuing Full-Time Unit Members

As determined by the promotional slotting of full-time unit members in Section 1 of this Agreement, a unit member will receive either an additional one-half percent (0.5%) salary increase as provided for in Section 2B of Article XX of the Agreement, the appropriate promotional salary adjustment provided for in Section 5 of Article XX of the Agreement, or a commensurate salary increase to the appropriate minimum salary as provided for in Section 2A of Article XX of the Agreement, whichever is greater.

Such increase will be retroactive to June 1, 2024 pursuant to Section 15 of Article XX of the Agreement.

Section 8. Retroactive Payment

The College will disburse all retroactive payments provided for by the Collective Bargaining Agreement in the April 18, 2025 payroll.

The College shall provide the Union, in writing, of the total amount of each retroactive payment for each unit member.

Section 9. Ratification Bonus

If ratified by unit members, the College will pay a ratification bonus of \$1,500 for current full-time unit members and \$750 for current part-time unit members who are eligible to vote for ratification. The College will disburse all ratification bonus payments in the April 18, 2025 payroll.

Section 10. Withdrawal of Unfair Labor Practice (ULP) Charges

The parties agree to withdraw all unfair labor practice (ULPs) charges filed with the National Labor Relations Board upon ratification of the Agreement.

Section 11. Effective Upon Ratification of Tentative Agreement

The terms of this MOA are effective immediately, subject to the ratification of the tentative agreement between the parties on an initial Collective Bargaining Agreement.

