SEIU Local 200United Non-Tenure-Track Faculty Initial Contract Non-Economic Counterproposals

Submitted to Skidmore College – August 23, 2023

This is a comprehensive counterproposal presented as a whole proposal, and may not be accepted in part without the explicit agreement of the Union. The Union reserves the right to modify or amend its proposal upon receipt of a counter from the Employer.

Order and numbering of Articles is for reference only and is subject to change in the final Collective Bargaining Agreement.

All tentative agreements are subject to ratification by the membership.

PREAMBLE

This Agreement is entered into as of _____ 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-296469 and in Case No. 03-RC-295214, the College hereby recognizes the Union as the sole and exclusive collective bargaining representation of all part-time adjunct faculty; private music lesson instructors; full-time, non-tenure-track faculty; Librarians; Postdoctoral Fellows; Department Assistants and Accompanists; but excluding all tenured and tenure-track faculty, department chairs and program directors, 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.

~~Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 03-RC-295214, the Full Time Bargaining Unit includes all full-time non-tenured-track teaching faculty, including Librarians employed by the College; but excluding all tenured and tenure-track faculty, department chairs and program directors, 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.~~

~~**[OR]**~~

~~Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 03-RC-296469, the Part Time Bargaining Unit includes all part-time non-tenured-track teaching faculty, including Accompanists employed by the College; but excluding, all tenured and tenure-track faculty, department chairs and program directors, managers, confidential employees, guards, and supervisors as defined in the Act, and all other employees who did not teach as a part-time non-tenured-track teaching faculty member. 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. Click here to enter text.

ARTICLE III – MANAGEMENT RIGHTS

The Employer reserves, and the Union recognizes, that the Employer retains all management rights and prerogatives not expressly limited or modified by this Agreement.

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:

- establish, plan, direct and control the College's mission, programs, course offerings, objectives, activities, resources and priorities;
- to establish and administer procedures, policies, handbooks, rules, and regulations and direct and control College operations;
- to alter, extend, reduce or discontinue existing programs, units, schools, courses, equipment, facilities, and location of operations;
- to determine or modify the number, qualifications, scheduling, responsibilities, and assignment of bargaining unit faculty members;
- to establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- to evaluate bargaining unit faculty, to determine the timing and content of evaluations, and to determine the processes and criteria by which bargaining unit faculty members' performance is evaluated;
- to consider evaluation of performance in determining compensation;
- to establish and require bargaining unit faculty members to observe College policies, procedures, rules and regulations;
- to discipline, dismiss, or layoff bargaining unit faculty members;
- to exercise the option not to rehire terminal contracts or to not reappoint/renew contracts for bargaining unit faculty members;
- to establish or modify the academic calendars, including holidays and holiday scheduling;
- to assign work locations;
- to schedule hours of work;
- to determine compensation for bargaining unit members not otherwise established in this Agreement;
- to address accreditation requirements;

- to recruit, hire, appoint, reappoint (or not appoint or reappoint), promote and/or demote, or transfer bargaining unit members;
- to enter into contracts of employment with bargaining unit members;
- to determine how and when and by whom instruction is delivered;
- to determine all matters relating to faculty hiring and retention, tenure, and student admissions;
- to introduce new (or otherwise change existing) standards, facilities or methods of instruction or assessment of student learning;
- to subcontract all or any portion of any operations;
- to exercise sole authority on all decision involving academic matters; and
- to exercise the powers of the College granted by its Charter and Bylaws.

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

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 without engaging in decisional bargaining over such changes.

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. Conduct of Union Business by Employee-Representatives

The College shall provide a pool of $50,000 each academic year of this Agreement to those employees designated as Officers or Shop Stewards to conduct necessary Union business related to administering this Agreement. The Union shall inform the College, in writing, of those designated employees and how the $50,000 pool shall be distributed to the designated employees.

Section 6. Postering

The Union is permitted to poster, in compliance with the College's postering/printing guidelines.

Section 7. 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 8. 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. 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 3. 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 4. 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 5. 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.

~~**Section 1.** Employees have the right to support or join the Union, and they have the right to refrain from such activities. Union membership and union activities are voluntary and not compulsory. There shall be no discrimination or retaliation against, or harassment of, employees because of the exercise of their rights to support or join a labor union or to refrain from supporting or joining a labor union. As voluntary activity, union activities are not paid for by the College, except as otherwise provided in this Agreement.~~

~~**Section 2.** All employees who, following ratification of this Agreement become members of the Union, or newly hired employees who, after no less than thirty (30) days of employment, become members of the Union will, as a condition of employment with the College, remain members of the Union in good standing for the duration of this Agreement. For purposes of this Agreement, "good standing" shall mean the payment of periodic dues uniformly required as a condition of retaining membership to the Union.~~

~~**Section 3.** For an employee who chooses to become a member, the Union shall notify the College in writing of such employee who fails to remain in good standing and shall demand that the College terminate employment of said employee within fifteen (15) days of said notification. If during the fifteen (15) day period the employee pays the delinquent dues to restore good standing, the College shall not be required to discharge such employee. The Union shall indemnify the College against claims which may arise by reason of the College's compliance with this Section.~~

Section 4. Upon receipt by the College of an executed dues authorization form, the College shall deduct from the employee's pay every month an amount equal to the monthly membership dues and transmit the money thus deducted together with the completed check-off form to the Union on or before the fifteenth (15th) day of the month following the month in which the deductions were made.

The Union shall certify, in writing, to the College, the amount of the 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. For employees who choose to become a member of the Union, the College agrees to deduct from the employee's pay a contribution to the Committee on Political Education. The Union will provide the authorization forms. Deductions shall be voluntary, in amounts certified by the Union, and forwarded to the Union.

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. Office location, room number, and office phone number
l. Length of contract
m. Other professional assignments tracked by the Dean of Faculty's Office
n. Independent study and/or individual instruction

All information will be provided electronically to the extent practicable.

Section 3. Non-Reappointment/Non-Renewal Information

At the end of each term, the College shall inform the Union, in writing, of those employees who have not been renewed, reappointed, or rehired to teach during the subsequent academic term. For each of these employees, the College will provide the reason for non-renewal, non-reappointment, or non-rehiring. The College will also inform the Union, in writing, of those employees who have terminal contracts that expire at the end of that year, and will indicate which of those faculty members have been issued an additional contract.

~~At the end of each term, the College shall inform the Union, in writing, of those employees on a renewable contract whose contracts have not been reappointed or renewed to teach during the subsequent academic term. The College will also inform the Union, in writing, of those employees who have terminal contracts whose contracts have expired.~~

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 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. A grievance specifically excludes determinations or reports that are covered by the College's Title IX Policy for Faculty or Anti-Harassment Policy for Faculty. Such grievances shall be addressed through the procedure provided for by this Article.

~~For non-excluded Grievances that are covered by Part One Article XI of the Faculty Handbook (Discipline and Dismissal of Tenured Faculty), bargaining unit members may choose to utilize either this Grievance Procedure or the procedure set forth in Part One Article XI of the Faculty Handbook, but not both.~~

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 rights 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

<u>Step 1</u>

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

~~Notwithstanding the above paragraph, if the subject or substance of the Grievance matter directly implicates the actions or omissions of the grievant's Chair or Program Director, an Associate Dean of Faculty, the Dean of Faculty/Vice President of Academic Affairs (VPAA), or the President, or implicates a matter pertaining to academic freedom and rights, then on behalf of the grievant, the Union may instead submit the Grievance to the Committee on Academic~~

~~Freedom and Rights (CAFR) within fourteen (14) business days of the incident which gave rise to the Grievance. The Grievance must be in writing, stating the nature of the problem and the desired remedy. CAFR shall hold a meeting with the grievant and their union steward or staff representative within five (5) working days and respond initially in writing within five (5) business days after the meeting. CAFR shall then have the power to investigate the Grievance matter, and to interview any party, under its Operating Code. After completing its investigation, CAFR shall submit its findings and recommendations in writing to the parties immediately involved. If the Grievance matter implicates an Associate Dean, the Dean of Faculty/VPAA, or the President, as above, then Step 2, below, is inapplicable.~~

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 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 Dean of Faculty (or their designee) to attempt to resolve the Grievance. The Dean of Faculty (or their designee) shall respond in writing within five (5) business days after this meeting.

Step 3

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. If an employee fails to file a grievance or demand for arbitration in accordance with the above timelines, the Grievance will be deemed to be untimely.

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 the teaching schedule of unit members who either party anticipates will be attending arbitration as a grievant or witness.

If the College refuses to meet within the time periods set forth in this Article, the recommended remedies will be deemed to be accepted.

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, ~~but are not limited to~~, a documented oral warning, written warning, final written warning, suspension, ~~and~~ termination.

~~In addition, the College has discretion to impose the following:~~

~~Informal actions~~

- ~~Clarification of the standards of conduct;~~
- ~~Recommendation for counseling or mentoring;~~
- ~~Monitoring of the situation;~~
- ~~Support for self-help;~~
- ~~Mediation by a third party.~~

~~Formal disciplinary sanctions~~

- ~~Placing a letter in the personnel file for a specified period of time;~~
- ~~Placing a permanent letter in the personnel file;~~
- ~~Requiring regular reports on the faculty member's actions to rectify the matter;~~
- ~~Withholding of salary increases, or stipends, or travel funds;~~
- ~~Denial of sabbatical;~~
- ~~Reduction of salary;~~
- ~~Suspension (with or without pay) from teaching and/or other responsibilities and privileges.~~

~~This Section does not prevent or otherwise limit the College from exercising its management right not to rehire a bargaining unit employee on a terminal contract or not renew/reappoint a faculty member on a renewable contract.~~

~~If the College imposes an action or sanction as listed in the Procedures for Imposition of Sanctions Other than Dismissal, the bargaining unit member does not have the right to appeal the sanction to the Committee on Academic Freedom and Rights or the Faculty Advisory Board as described in the Faculty Handbook.~~

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 warn, reprimand, demote, suspend or discharge bargaining unit employees without first providing progressive discipline if the circumstances are severe enough to warrant such action.~~

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.

~~A performance evaluation and the feedback therein are not disciplinary in nature or considered a discharge subject to just cause and is not subject to the Grievance procedure set forth in Article [INSERT] of this Agreement. The parties acknowledge, however, that poor performance may be grounds for discipline in accordance with the just cause standard set forth above.~~

~~A decision not to rehire a bargaining unit employee on a terminal contract or not to renew/reappoint a renewable contract is not disciplinary in nature or considered a discharge subject to just cause and is not subject to the Grievance procure set forth in Article [INSERT] of this Agreement.~~

Section 4. Records

All disciplinary records will be maintained by the Director of Human Resources and/or the Dean of Faculty (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, the Employer will advise the employee of their right to have ~~an Employee will have the right to request the presence of~~ a Union Steward or Staff representative present 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.

The parties agree that an employee's right to Union representation extends to any meeting between an employee and their Chair or Program Director discussing the outcome of a performance evaluation or classroom observation.

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.

~~The parties agree that any revisions to the Faculty Handbook that change the terms and conditions of employment for unit members shall be, at the discretion of the Union, subject to bargaining.~~

ARTICLE XIII – ACADEMIC FREEDOM AND RIGHTS

The College agrees that employees are entitled to the same full freedom in research and in publication of the results as tenured and tenure-track faculty members employed by the College. Research, consultation, or additional employment for pecuniary return shall be based upon prior agreement with the Dean of the Faculty/Vice President for Academic Affairs.

Furthermore, the College agrees that employees are entitled to freedom in the classroom in discussing their subject, but should be careful not to introduce controversial issues which have no relation to their subject or course matter. The parties agree that controversy that is directly related to an employee's subject matter is recognized as an important part of intellectual inquiry, and it is not the intent of this Article or this Agreement to limit such controversy.

Faculty are members of the community, members of learned professions, and professional representatives of an educational institution. When they speak as members of the community, they should be free from institutional censorship or discipline, but their special position in the community imposes obligations. As persons of learning and as educational officers, they should remember that the public may judge their profession and the College by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not institutional spokespersons. The College recognizes the right and the responsibility of faculty members to speak as members of the community on issues of public concern.

~~Disputes regarding academic freedom and academic rights not otherwise addressed in this agreement shall not be subject to the Grievance process and shall instead be referred to the Committee on Academic Freedom and Rights pursuant to the Faculty Handbook.~~

Disputes regarding academic freedom and academic rights will be subject to the Grievance process. Faculty may elect to consult with the Committee on Academic Freedom and Rights pursuant to the Faculty Handbook prior to a formal grievance process.

Article XIV – NO STRIKE/NO LOCKOUT

~~The Union agrees that while this Agreement is in effect, it will not call, instigate, engage or participate in, encourage, approve or endorse, nor will it permit any bargaining unit member to call, instigate, or participate in, any strike, sit-down, slow-down, demonstration that interferes with or disrupts the fulfillment of their duties as educators at the College as a result of the Union or bargaining unit members' action; 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); or any interference with or stoppage of work by bargaining unit members. Any bargaining unit member engaging in any conduct prohibited by this Article may be subject to immediate disciplinary action, including discharge.~~

~~In the event that any bargaining unit member violates the provisions of this Article, the Union shall immediately use every means at its disposal to persuade bargaining unit members who participate or engage in any such action to cease such action and return to full, normal and timely work, including the distribution to the bargaining unit members and the College a written notice, signed by an officer of the Union, that work stoppage or other violation is not authorized by the Union and is to be terminated immediately. Such notice must be issued within twenty-four (24) hours from the College providing the Union with notice of a violation of this Article to any Union officer or to the Union offices.~~

~~The College agrees that while this Agreement is in effect, it shall not lock out any of the employees covered by this Agreement.~~

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 ~~free~~ 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~~ have the option to teach or work remotely, but will not be required to do so, and will not be penalized or held in disregard for exercising either option.

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

Unit members will not be required to teach or work in-person, hold in-person office hours, attend meetings in-person during a planned or unplanned power outage that affects the full campus or any facility that is used by the unit member for doing the business of the College.

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, unit members shall be provided the same institutional resource support needed for teaching assigned courses as tenured/tenure-track faculty are provided.

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 in the same manner as for other College faculty. ~~be within the discretion of the Department and Program Chair~~.

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.

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, unit members shall be provided with a College-issued computer. Such computers shall be regularly replaced and upgraded in accordance with the College's usual practice. Upon separation from the College ~~for any reason,~~ a unit member shall return the College-issued computer, unless the separation is considered to be a retirement, in which case the retiring unit member shall be entitled to retain the provided 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. ~~shall not be unreasonably denied and should be furnished~~

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

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. 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. Employees will have access to lockable storage for personal items. 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. If available, they should also be given recent course materials, including but not limited to assessments, prompts, and notes.

Section 7. Internet and Email Access

Unit members shall be provided a College email address, access to College Wi-Fi, VPN, cloud storage, and Learning Management Systems (LMS). Unit members who separate from the College will retain access to their College email address, College Wi-Fi, Eduroam Network, cloud storage, and LMS for twelve (12) months after their last date of employment at the College, unless the separation is considered to be a retirement under current College policy, in which case access to College IT systems shall be in accordance with current retirement policy, where IT systems access and e-mail account access are retained into retirement.

Section 8. Pedagogical Training

Unit members shall continue to be eligible and welcome to voluntarily attend teacher and pedagogical training workshops offered by the College. Unit members who are required, by their Chair/Program Director or the Dean of Faculty, to attend such workshops and trainings will receive adequate additional compensation, as specified in Article [xxx] of this Agreement.

Section 9. 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. For a period of twelve (12) months following the last date of employment, faculty will retain the designation of "Research Associate," granting them continued access to the library equal to that of other unit members during this period, unless the end of their employment term is considered to be a retirement under current College policy, in which case access to the Library and its electronic systems and borrowing privileges shall be retained into retirement.

Section 10. Field Trips and Honoraria for Guest Speakers

With prior approval from the appropriate Department Chair or Program Director, 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 Chair or Program Director in their sole discretion.

Section 11. Directory Listing

Unit members will be listed individually in the College's online directory of personnel and ~~In addition, all full-time faculty shall be~~ listed 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, college email address, and a link to their curriculum vitae and, at the unit member's discretion, their professional website.

Section 12. 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

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ARTICLE XVIII - INTELLECTUAL PROPERTY

The College's Policy on Intellectual Property, approved on August 8, 2014, shall be appended to this Agreement as Appendix B and shall remain in effect for all unit members except in the event that the College alters the policy in a manner that makes it more beneficial to non-bargaining unit faculty members than the existing policy. In such an event, the College will do the same for unit members covered by this Agreement.

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

~~ARTICLE IXX – FACULTY RIGHTS AND RESPONSIBILITIES~~

~~Section 1. Adherence to College Policy~~

~~Faculty members shall perform their assigned duties and maintain standards of professional ethics. Faculty members will follow all College policies, including those found in Part One, Subdivision VII (Rights, Obligations, and Responsibilities of All Faculty) set forth in the Skidmore College Faculty Handbook, as well as the College's policies related to Equal Employment Opportunity, Diversity and Anti-Harassment; Workplace Violence; Protection of Minors Policy; and the College's Title IX Policy for Faculty. Adherence to College policies will include all necessary and required training that is required of other College employees.~~

~~In speaking and writing outside of the College, Faculty members shall not attribute their personal views to those of the College, unless expressly authorized in writing by the leadership of the Office of Communications and Marketing to do so.~~

~~Section 2. Maintaining Order~~

~~In the classroom, faculty members shall be responsible for the maintenance of good order and the observance of College regulations. Faculty members shall prepare for their classes and conduct them in an appropriately professional manner. They shall meet classes on time, hold classes for the full period, and evaluate academic performance fairly and reasonably.~~

~~Section 3. Reporting Student Disciplinary Matters~~

~~Faculty members shall report promptly to their Department Chair, matters which in their reasonable judgment require potential academic or nonacademic disciplinary action against students under applicable College policies and procedures regarding academic integrity and codes of conduct, and shall participate or cooperate, as appropriate in any resulting student disciplinary proceedings in accordance with those policies and procedures.~~

ARTICLE XX –

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ARTICLE XXI – APPOINTMENTS AND ASSIGNMENTS

Section 1. General Statement

No unit member shall experience a reduction of work or status as a result of this Agreement.

Section 2. Types of Academic Appointments

Unit members are offered appointments under one of the following categories:

A. Full-Time Terminal Appointments

Full-time terminal appointments are for a period of at least one (1) and no more than three (3) full academic years. These are generally nine- (9-) month positions. 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 the following: sabbatical replacement (of a bargaining unit or non-bargaining unit faculty member); disability, medical, or family leave; temporary replacement; and unexpected enrollment trends. The College may only employ a unit member on a terminal appointment for a maximum of two consecutive academic years.

If a unit member has completed three (3) consecutive years on a terminal appointment(s), they may only be reappointed to further consecutive year(s) on a renewable appointment. When the reappointment of such a unit member is not consecutive with previous employment at the College, that reappointment may be a terminal appointment if it satisfies a short-term curricular need, as defined above. 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.

Unit members with terminal appointments are not required to teach more than 18 credit-hours per academic year, averaged over the length of their appointment. Unit members with a two- (2-) year terminal appointment are not required to teach more than 36 credit-hours (or contact-hours, whichever is higher) over the two- (2-) year period. Unit members with a terminal appointment may elect to teach additional classes or credits, which are compensated at the current credit-hour or contact-hour compensation rate, but are not required to accept any additional assignments over their contracted teaching load. Faculty on terminal appointments are not required to engage in any service or administrative work or to provide proof of scholarly or creative outputs.

B. Full-Time Renewable Appointments

Renewable appointments are for full-time employment for an initial period of three (3) years at the Assistant Tier, as defined in Article XXII of this Agreement. Teaching faculty are generally on nine- (9-) month positions. Librarians are eleven- (11-) or twelve- (12-) month positions.

Upon successful evaluation, as provided for in Article XXIII of this Agreement, and promotion to the Associate Tier, as defined in Article XXII of this Agreement, teaching faculty are offered a subsequent six- (6-) year renewable appointment, which may be renewed upon successful evaluation, as provided for in Article XXIII of this Agreement.

Faculty who have reached the Full Tier, as defined in Article XXII of this Agreement, are offered seven- (7-) year appointments.

Faculty on renewable appointments are required to teach no more than 36 credit-hours (or contact hours, whichever is higher) over a two- (2-) year period. Faculty on renewable appointments may elect to teach additional classes or credits, to be compensated at the current credit-hour or contact-hour compensation rate, but are not required to accept assignments over their contracted teaching load. Faculty on renewable appointments are eligible to teach courses at any academic level (100-, 200-, or 300-level), including but not limited to: senior seminars, capstone projects, First-Year Experience seminars, Bridge Experience courses, summer courses, or travel seminars.

Faculty on renewable appointments may engage in administrative or service roles, including, but not limited to, advising, academic support, program administration, and/or associate department chair. Such administrative or service work is determined as provided for by Article ### of this Agreement.

Librarians on renewable appointments are considered exempt employees and are required to work a thirty-five- (35-) hour work week. Librarians may teach credit-bearing courses within their work week so long as that teaching can be done while fulfilling their other responsibilities under this contract. They may not be required to teach more than twenty-four (24) credit-hours over a two- (2-) year period. Any credits above this will be compensated at the current credit-hour compensation rate. Librarians on renewable appointments are eligible to teach courses at any academic level (100-, 200-, or 300-level).

C. Part-Time Appointments

1. Part-Time Appointments in the Music Department

Part-time appointments in the Music Department are for part-time employment, not to exceed seventeen (17) credit-hours in an academic year. Credit for private lessons will be calculated based on the conversion scale detailed in section 6 of Article XXII.

Part-time unit members in the Music Department receive appointments for a full academic year. Part-time faculty in the Music Department are eligible for promotion in rank, as detailed in Article XXII, through the evaluation procedures detailed in Article XXIII.

Part-time unit members in the Music Department have the right of first refusal in the assignment of courses or private students 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.

2. Part-Time Appointments Outside of the Music Department

Part-time appointments outside of the Music Department are for part-time employment, not to exceed three (3) courses or twelve (12) credit-hours (or contact-hours, whichever is higher) in an academic year.

Part-time unit members outside the Music Department receive appointments for either one semester or one academic year.

Part-time faculty outside the Music Department are eligible for promotion in rank, as detailed in Article XXII, through the evaluation procedures detailed in Article XXIII.

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.

Section 3. Notification of Course Assignment

3.1. Notice of Course Assignment for Full Time Unit Members

Full-time unit members are entitled to timely notice of their course assignments for the subsequent academic year 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 March 15 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 November 15 of the previous calendar year. In the event that courses cannot be assigned by these dates, the employee shall be entitled to a $500 course development stipend.

3.2. Notice of Course Assignment for Part Time Unit Members

Part-time unit members are entitled to timely notice of their course assignments for the subsequent academic term of their appointment. Unit members assigned course(s) to teach in the fall semester shall receive notice of their course assignment(s) no later than March 15 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 November 15 of the previous calendar year. In the event that courses cannot be assigned by these dates, the employee shall be entitled to a $500 course development stipend.

If the College elects to cancel a 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 four (4) week's 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 equivalent to one and a half (1.5) credit-hours at the current per credit-hour compensation rate.

Section 4. Seniority and Assignment of Courses

For full-time unit members, seniority is determined by a unit member's years of service at the College.

For part-time unit members, seniority is defined by a unit member's cumulative semesters under contract at the College. Part-time unit members with a break in teaching at the College may retain their seniority for three (3) academic years.

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

If a unit member has taught a course in the previous two (2) academic years, they have the right of first refusal over other unit members to teach that course when it is offered again. In the event

that two (2) unit members have both taught the same course in the previous two (2) academic years, the unit member with the most seniority has the right of first refusal to teach that course when it is offered again.

Before the College hires a new faculty member for an existing course, that course must 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 faculty member.

The College shall maintain a Seniority List for both full-time and part-time unit members and provide the Union with regular updates to the Seniority List no later than October 15 and March 15 of the Fall and Spring semesters, respectively. The Seniority List shall contain the following information for each unit member: name; date of hire; department/program; total number of years or semesters of employment; total credits taught.

Section 5. Conversion of Terminal Lines

The parties agree to work collaboratively to anticipate new long-term academic and instructional needs of the College and its various academic programs and to establish permanent, renewable appointment opportunities for faculty to satisfy and fulfill such needs, in accordance with Article XXII, below.

Section 6. Private Music Instruction

6.1 Workload

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6.2. Private Instruction, Auditions, and Studio Assignment

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6.3. Juries

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6.4. Ensembles

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6.5. Music Classes

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Section 7. Accompanists

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ARTICLE XXII – 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)

The ranks of Visiting Assistant Professor, Visiting Artist-in-Residence, and Visiting Writer-in-Residence are reserved for those unit members filling short-term academic needs as defined in Article XXI of this Agreement. If a faculty member initially hired on a terminal appointment is reappointed on a renewable appointment, as provided in Section 2 of Article XXI, they are reappointed at the Assistant Tier. Any faculty member initially hired as a Visiting Assistant Professor may retain that title indefinitely at their discretion.

Short-Term Tier

Faculty appointed at the Short-Term (i.e., terminal) Tier shall receive one of the following titles, as appropriate:

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

Appointment Type: Terminal

Appointment Length: One (1), two (2), or three (3) years, with a maximum of three (3) consecutive years

Promotion: None

Upon ratification of this Agreement, and subject to Section 5, below, the following job titles are replaced as indicated:

- “Visiting Professor” is replaced by “Visiting Assistant Professor”
- “Visiting Senior Writer-in-Residence” is replaced by “Visiting Writer-in-Residence”
- “Visiting Senior Artist-in-Residence” is replaced by “Visiting Artist-in-Residence”

Regardless of their title prior to the ratification of this Agreement, a full-time non-librarian unit member in their first or second year of a terminal appointment receives the rank of Visiting Assistant Professor, Visiting Writer-in-Residence, or Visiting Artist-in-Residence, as appropriate.

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

Assistant Tier

Faculty appointed on the Assistant Tier shall receive one of the following titles, as appropriate:

- Assistant Teaching Professor
- Assistant Writer-in-Residence

- Assistant Artist-in-Residence

Appointment Type: Renewable

Appointment Length: Three (3) years

Promotion: Yes, to Associate Tier after successful reappointment following six (6) years of service, including any time served on terminal appointment, if applicable

Upon ratification of this Agreement, and subject to Section 5, below, the following job titles are replaced as indicated below:

- "Teaching Professor" is replaced by "Assistant Teaching Professor"
- "Writer-in-Residence" is replaced by "Assistant Writer-in-Residence"
- "Artist-in-Residence" is replaced by "Assistant Artist-in-Residence"
- "Instructor" is replaced by "Assistant Teaching Professor"
- "Lecturer" is replaced by "Assistant Teaching Professor"

Regardless of their title prior to the ratification of this Agreement, a full-time non-librarian unit member in their third (3rd) through sixth (6th) year of employment at the College, or in their first (1st) or second (2nd) year of a renewable appointment, receives the rank of Assistant Teaching Professor, Assistant Writer-in-Residence, or Assistant Artist-in-Residence, as appropriate. See Section 5 for details of implementation of this Section.

Associate Tier

Faculty appointed on the Associate Tier shall receive one of the following titles, as appropriate:

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

Appointment Type: Renewable

Appointment Length: Six (6) years

Promotion: Yes, to Full Tier after successful reappointment following six (6) years in rank

Upon ratification of this Agreement, and subject to Section 5, below, the following job titles are replaced as indicated below:

- "Senior Teaching Professor" is replaced by "Associate Teaching Professor"
- "Senior Writer-in-Residence" is replaced by "Associate Writer-in-Residence"
- "Senior Artist-in-Residence" is replaced by "Associate Artist-in-Residence"
- "Senior Instructor" is replaced by "Associate Teaching Professor"
- "Senior Lecturer" is replaced by "Associate Teaching Professor"

Regardless of their title prior to the ratification of this Agreement, a full-time, non-librarian unit member in their seventh (7th) through twelfth (12th) year of employment at the College receives

the rank of Associate Teaching Professor, Associate Writer-in-Residence, or Associate Artist-in-Residence, as appropriate.

Full Tier

Faculty appointed on the Full Tier shall receive one of the following titles, as appropriate:

- Teaching Professor
- Writer-in-Residence
- Artist-in-Residence

Appointment Type: Renewable

Appointment Length: Seven (7) years

Promotion: None

Upon ratification of this Agreement, the following job titles are replaced as indicated below:

- “Distinguished Writer-in-Residence” is replaced by “Writer-in-Residence”
- “Distinguished Artist-in-Residence” is replaced by “Artist-in-Residence”

Regardless of their title prior to the ratification of this Agreement, any full-time, non-librarian unit member in their thirteenth (13th) year or more of employment at the College receives the rank of Teaching Professor, Writer-in-Residence, or Artist-in-Residence, as appropriate.

The Artist-in-Residence title and promotion sequence is reserved for faculty in the performing arts. The Writer-in-Residence title and promotion sequence is reserved for faculty in the performing arts or creative writing.

1.3. Academic Ranks for Librarians

Assistant Tier: Assistant Librarian

Appointment Type: Renewable

Appointment Length: Three (3) years

Promotion: Yes, to Associate Librarian after successful reappointment following six (6) years of service

Associate Tier: Associate Librarian

Appointment Type: Renewable

Appointment Length: Six (6) years

Promotion: Yes, to Librarian after successful reappointment following six (6) years at rank

Full Tier: Librarian

Appointment Type: Renewable

Appointment Length: Seven (7) years

Promotion: None

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 Tier: Assistant Lecturer

Appointment Length: One (1) semester or one (1) year

Promotion: Yes, to Associate Lecturer after six (6) cumulative semesters under contract.

Regardless of their title prior to the ratification of this Agreement, all part-time faculty (including Private Music Instructors) who have completed fewer than six (6) cumulative semesters under contract at the College receive the rank of Assistant Lecturer.

Associate Tier: Associate Lecturer

Appointment Length: Three (3) years

Promotion: Yes, to Full Lecturer after 12 cumulative semesters under contract.

Regardless of their title prior to the ratification of this Agreement, all part-time faculty (including Private Music Instructors) who have completed between six (6) and eleven (11) semesters under contract at the College receive the rank of Associate Lecturer.

Full Tier: Lecturer

Appointment Length: Six (6) years

Promotion: None

Regardless of their title prior to the ratification of this Agreement, all part-time faculty (including Private Music Instructors) who have completed twelve (12) or more semesters under contract at the College receive the rank of Lecturer.

Section 3. Accompanists, Department Assistants, and Postdoctoral Fellows

3.1. Department Assistants

Department Assistants are full-time or part-time renewable appointments reserved for those unit members who primarily provide instructional support to their department, program, or the Library, in addition to some teaching. Examples of instructional support include, but are not

limited to: musical accompaniment for private music instruction, recitals, juries, and other Music Department courses; facility management; academic service support; departmental or programmatic technical support; program coordination.

The specific title of a Department Assistant (for example: Accompanist, Theater Manager) shall be determined in consultation with the Department Chair, and the Union shall be notified in writing of the title chosen.

Department Assistants may or may not have teaching duties, in addition to their instructional support work assignment(s).

Department Assistants shall otherwise be eligible for renewable appointments and promotion, as provided for by Section 1.2 of this Article (full-time) or Section 2 of this Article (part-time).

3.2. Postdoctoral Fellows

Postdoctoral Fellows are unit members with full-time, terminal appointments that are funded externally. These fellowships promote the College's mission and contribute to the overall scholarship of the unit member's assigned department or program. Fellows may teach a reduced workload, not to exceed six (6) credit-hours per semester or twelve (12) credit-hours per academic year.

Section 4. Research Associate Status

A unit member who is temporarily or permanently separating employment from the College retains the designation of "Research Associate" for a period of twelve (12) months following the last date of employment. This is a non-teaching, non-salaried designation. The College shall provide Research Associates with office and/or laboratory space, if available, as well as access to College email, WiFi, library, computing, and recreational facilities during that period, consistent with Article XV of this Agreement.

Section 5. Implementation

Upon ratification of this Agreement, all unit members are appointed to the highest academic rank for which they meet the criteria. A unit member's previous employment at, and service to, the College counts towards their satisfaction of the criteria of appointment, promotion, and assignments detailed in this Article.

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

Upon ratification of this Agreement, all bargaining unit members receive an academic rank according to the provisions of this Agreement. New unit members will not receive discontinued legacy titles as enumerated above. At their discretion, a unit member may elect to retain indefinitely the title they held prior to the ratification of the Agreement. A unit member's retention of their former title is a descriptive matter and will not determine compensation or rank. All substantive issues of appointment to rank and promotion for unit members are determined by the provisions of this Agreement.