

Skidmore College

Response and Counterproposals to NTTF Non-Economic Proposal Package

Submitted to SEIU Local 200 United on July 31, 2023

Skidmore College reserves the right to modify, amend, add to, or withdraw this proposal at any time. All proposals are made without prejudice or waiver of any rights and without conceding that the content represents an attempt to produce any rights not presently enjoyed.

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 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.

[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.

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:

- 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. 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 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 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. 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 Article XI, 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

Step 1

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 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 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 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 4. 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 or refuses to meet within the time periods set forth in this Article, the Grievance will be deemed to have been waived.

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

shall include a documented oral warning, written warning, final written warning, suspension, and termination

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, 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 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.

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.

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 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 and made available by the Office of the Dean of Faculty/Vice President for Academic Affairs. Employees shall be provided a complete copy of their personnel file upon request.

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. Job Descriptions

The College shall furnish the Union with job descriptions for all those positions covered by this Agreement and attach them to this Agreement as Appendix A. The College may not alter or modify any job description without the agreement of the Union.

Section 4. 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 5. Parking and Mass Transit

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

Unit members will continue to receive free access to the Capital District Transportation Authority.

Section 6. 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 7. Remote Work

In the event of campus closure or delayed openings (for snow or other reasons), unit members will 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 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.

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, 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 not be unreasonably denied and should be furnished on the same terms and conditions as for other tenured and tenure-track faculty.

Unit members shall be provided with network access on the same terms and conditions as other employees.

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. 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.

Section 6. Departmental Procedures and Course Materials

Upon hire, unit members shall be provided with a copy of, 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 XIX 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 shall have the same access to funds for honoraria for guest speakers as part of teaching assigned courses each semester in class as tenured/tenure-track faculty in their department/program. The College shall pay for necessary travel for field trip planning site-visits, as approved by Chair or Program Director.

Section 11. Directory Listing

Unit members will be listed individually in the College's online directory of personnel and listed in their department/program's faculty directory. The 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 (copy rooms, supply closets, etc.).

ARTICLE XVII – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

[INTENTIONALLY LEFT BLANK]

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.