

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

DRAFT Tuesday, March 5, 2024

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 representative of all part-time 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.

Section 3. Employees

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

Section 4. Jurisdiction

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

ARTICLE III – MANAGEMENT RIGHTS

Section 1.

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

- a)** establish, plan, direct, and control the College's mission, programs, course offerings, objectives, activities, resources, and priorities;
- b)** to establish and administer procedures, policies, handbooks, rules, and regulations and direct and control College operations;
- c)** to alter, extend, reduce, or discontinue existing programs, units, schools, courses, equipment, facilities, and location of operations;
- d)** to determine or modify the number, qualifications, scheduling, responsibilities, and assignment of bargaining unit faculty members;
- e)** to establish, maintain, modify, evaluate or enforce standards of performance, conduct, order, and safety;
- f)** to establish and require bargaining unit faculty members to observe College policies, procedures, rules, and regulations;
- g)** to recruit, hire, appoint, reappoint, promote, transfer (across academic units), discipline, dismiss, layoff, or not rehire bargaining unit faculty members in a manner consistent with this Agreement;
- h)** to establish or modify the academic calendars, including holidays and holiday scheduling;
- i)** to assign work locations;
- j)** to schedule hours of work;
- k)** to determine compensation for bargaining unit members not otherwise established in this Agreement;
- l)** to address accreditation requirements;
- m)** to enter into contracts of employment with bargaining unit members in a manner consistent with this Agreement;
- n)** to determine whether to extend a terminal appointment or to convert a terminal to a renewable line as set forth in Article XXI of this Agreement;
- o)** to determine all matters relating to faculty conversion to the tenure track;

- p) to introduce new (or otherwise change existing) standards, facilities, or methods of instruction or assessment of student learning;
- q) to subcontract all or any portion of any operations;
- r) to exercise sole authority on all decision involving academic matters; and
- s) to exercise the powers of the College granted by its Charter and Bylaws.

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

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

Section 2.

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

Section 3.

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

ARTICLE IV – UNION RIGHTS AND BUSINESS

Section 1. Union Representation

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

Section 2. Union Business and Visitation

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

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

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

Section 4. Union Meetings

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

Section 5. Postering

The Union is permitted to poster, in compliance with the [College's postering/printing guidelines](#).

Section 6. New Faculty Orientation

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

Section 7. Website

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

ARTICLE V – UNION SECURITY AND DUES CHECKOFF

Section 1. Union Members in Good Standing

It shall be a condition of employment that all employees covered by this Agreement shall become and remain members in good standing upon ratification of this Agreement. All new employees shall become and remain members in good standing with the Union within thirty (30) days of their first day of work.

Section 2. Beck Ruling

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

Section 3. Enforcement

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

Section 4. Dues

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

Section 5. Payroll Deductions for CoPE

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

Section 6. Indemnity

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

ARTICLE VI – BARGAINING UNIT INFORMATION

Section 1. Preliminary List

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

Section 2. Bargaining Unit Information

These lists will include the following information:

- a. Legal Name
- b. Home Mailing Address
- c. Any phone number provided including mobile phone numbers
- d. Skidmore College email and any other email address provided
- e. Original date of hire
- f. Department
- g. Job Title
- h. Rate of Pay
- i. All courses taught by the employee during that term, including the course title, the date the course begins and ends, and the number of teaching credits earned by the instructor (if applicable)
- j. Start and end date of pay (if applicable)
- k. 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.

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, or by the College that the Union has violated an express provision of this Agreement. Such grievances shall be addressed through the procedure provided for by this Article. A grievance specifically excludes determinations or reports that are covered by the College's Title IX Policy for Faculty or Part Six of the Faculty Handbook.

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

Section 2. Deadlines

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

Section 3. Informal Resolution

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

While informal resolution is desirable, an employee is under no obligation to seek to resolve any issue informally and the Union reserves its 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.

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

Step 3 – Binding Arbitration

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

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

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

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

Section 5. Written Presentation and Meetings

All Grievances presented at Steps 1 through 3 of this Article shall be in writing on a form agreed to by the parties and provided by the Union, signed by the aggrieved employee, or by the Union for a Union grievance, and must set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee, or the Grievance will be deemed to have been waived, unless the defect is corrected before the end of the time for filing.

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

ARTICLE X – DISCIPLINE AND DISCHARGE

Section 1. Just Cause

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

Section 2. Progressive Discipline

The parties agree that the purpose of progressive discipline is intended to afford all employees the opportunity to learn from mistakes and gain a better understanding of the conduct and performance expected of them in the classroom and the broader campus community. The steps of progressive discipline 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.

[Admin counterproposal 09.29.2023]

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

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

~~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.

[09.29.2023 Admin counterproposal]

~~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 procedure 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 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.

[09.29.2023 Admin Counterproposal]

~~Prior to any meeting at which disciplinary action will be taken or that may lead to disciplinary action, an Employee will have the right to request the presence of a Union Steward or Staff representative at the meeting. If the employee requests that a Union Steward or Staff representative attend such a meeting, the meeting may be delayed a reasonable length of time, not to exceed four (4) workdays, to allow the Union Steward or Staff representative to attend.~~

~~During any such meeting, an employee, upon request, is entitled to a break of up to 30 minutes for discussion with the Union Steward or Staff representative in attendance.~~

Section 6. Investigative Interviews and Union Representation

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

Section 7. Paid Suspension

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

ARTICLE XI – SAVINGS CLAUSE

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

ARTICLE XII – COMPLETE AGREEMENT

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

ARTICLE XIII – ACADEMIC FREEDOM AND RIGHTS

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

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

Article XIV – NO STRIKE/NO LOCKOUT

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

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

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

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

ARTICLE XV – MISCELLANEOUS ITEMS

Section 1. Personnel Files

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

Section 2. Individual Dealing

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

Section 3. Access to Campus Facilities

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

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

Section 4. Parking and Mass Transit

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

Unit members will continue to receive ~~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 or designee in the same manner as other faculty. If the Dean of Faculty or designee provides an option of teaching remotely or cancelling class, an employee will not be penalized for either choice.

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

ARTICLE XVI – INSTITUTIONAL SUPPORT

Section 1. General Statement

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

Section 2. Supplies, Materials and Equipment

Unit members shall have access to materials, supplies, and equipment purchased or approved for purchase in advance by their department/program, as necessary to fulfill their assigned duties each semester. Purchases shall be made in accordance with the College's purchasing policies and protocols. Requests for supplies and materials to the department or program chair shall be approved at the discretion of the Department or Program Chair. Requests shall not be unreasonably denied.

Section 3. IT Training and Support

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

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

Section 4. Computer, Software and Network Access

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

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

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

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

Section 5. Office and Meeting Space

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

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

Section 6. Departmental Procedures and Course Materials

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

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

Section 7. Internet and Email Access

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

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

Section 8. Library Access

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

Unit members who voluntarily separate from the College may request Research Associate status for a period of one (1) year and such requests will be considered upon the same terms as other applicants. Research Associates are unpaid courtesy appointments, do not create an employment relationship with the College, and are not included as part of the bargaining unit.

Research Associate status is not intended to create an ongoing affiliation with the College between part-time appointments. Research Associate status is generally considered for those who have a legitimate research need that can be met by Skidmore's library resources. Former bargaining unit members who are appointed to the status of "Research Associate" must adhere to all training requirements imposed upon other Research Associates. Decisions regarding Research Associate status shall be in the sole discretion of the College. If the College denies a request for Research Associate status, the Union may file a grievance, but shall not be permitted to take the matter to arbitration.

Section 9. Field Trips and Honoraria for Guest Speakers

With prior approval from the appropriate 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 10. Directory Listing

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

Section 11. College ID Card

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

ARTICLE XVII – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Non-Discrimination Policy

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

Towards this end, the College is committed to providing equal opportunity in all personnel actions, including recruitment, hiring, assignment, training, compensation, benefits, promotions, transfers, terminations, and hours of work. Impermissible discrimination also includes actions or language that create a working environment that is hostile, intimidating, or offensive to any individual or individuals based on any of the characteristics outlined in this Article, or otherwise allow harassment on the basis of any of those characteristics.

Both the College and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement. However, no class that is protected as of the date of this Agreement shall lose such protection due to a change in law.

Section 2. Diversity, Equity, Inclusion and Justice (DEIJ)

The parties are committed to practices that meaningfully foster a diverse and inclusive community while actively challenging structural inequality. Our intention with this Agreement is to infuse the commitments to diversity, equity, inclusion, and justice into the fabric of our labor agreements. We seek meaningful support for marginalized community members, support for spaces to engage in analysis and reflection around the themes and questions of DEIJ, and encourage action to enact systemic change.

The parties are committed to affirmative action programs.

Any time spent formally contributing to activities advancing and promoting DEIJ will be considered work time.

2.1. Specialized Orientations

As part of New Faculty Orientation, the College shall offer specialized resources, including but not limited to affinity group meetups, information about relevant local resources, and other culturally-relevant information, for faculty of color, queer faculty and other marginalized groups as needed, based on the demographics of incoming faculty. Such orientation material shall be culturally specific and culturally-competent in relation to the campus and the broader Saratoga Springs and Capital District to support incoming and existing faculty.

2.2. Exit Interviews

Exit interviews provide valuable feedback for the College and the Union about what conditions drive faculty turnover and how the parties can continue to build a more sustainable work culture. Exit interviews are also an opportunity to evaluate the climate of Diversity, Equity, Inclusion, and Justice (DEIJ). The College will offer exit interviews to all resigning or retiring employees. Upon request, the Union will be provided with the College's exit interview questions.

Section 3. Preferred Gender Pronouns and Names

The College shall recognize and utilize an employee's preferred gender pronouns in any and all internal and external communications. The College shall also recognize and utilize an employee's chosen or preferred name in any and all internal and external communications, as well as for an employee's College-provided username and email address.

The Office of Human Resources will maintain and keep a record of a unit member's preferred gender and pronouns beginning at hire. A unit member may notify HR at any time of a change in their preferred gender and/or pronouns.

Section 4. Title IX Policy

The College has established a Title IX Policy, which is included herein as if expressly written, and procedures for all employees, faculty, and students of the College for responding to claims of sexual harassment. Alleged incidents of sexual harassment shall be handled in accordance with the College's Title IX Policy.

The College's Title IX Policy and its Equal Employment Opportunity, Diversity And Anti-Harassment: Policies And Procedures will be prominently posted.

Section 5. Americans with Disabilities Act

Unit members with documented disabilities will be provided with reasonable accommodations to fully participate in the life of the College. The College, therefore, recognizes that the Americans with Disabilities Act (ADA) constitutes the minimum legal protections for employees with disabilities. The College will, in good faith, strive to exceed the minimum required accommodations. The parties agree to proactively discuss issues relating to ADA compliance, improving campus climate, provisioning of resources and services, and promoting inclusivity around issues of access for individuals with disabilities in the College community at meetings of the Safety Committee, Labor-Management Committee, or other venues as appropriate.

Section 6. Grievance Procedure

A Grievance claiming a violation of this Article, excluding Section 4, will start at Step 2 of the Grievance and Arbitration Procedure provided for by Article IX of this Agreement.

~~[09.29.2023 Admin anticipatory counterproposal]~~

~~Skidmore College is committed to being an inclusive campus community and an Equal Opportunity Employer. The College therefore prohibits discrimination, sexual harassment and harassment against any individual or group of students, prospective students, employees, or candidates for employment on the basis of race, color, religion, age, national or ethnic origin, physical or mental disability, veteran status, marital status, sex, sexual orientation, genetic disposition, gender identity or expression, Union activity or any other category protected by applicable federal, state, or local laws. In addition, the Employer and Union agree that sexual~~

~~harassment and harassment is illegal and that community members have the right to be free from offensive and hostile behavior. Sexual harassment is a form of sex discrimination prohibited by state and federal laws. Complete policy statements and procedures, which are distributed to all employees, have been established to ensure that concerns relating to discrimination, sexual harassment and harassment are dealt with swiftly, equitably, and sensitively. Complaints of discrimination, sexual harassment or harassment shall be processed under those procedures outlined in the Employer's policies.~~

ARTICLE XVIII - INTELLECTUAL PROPERTY

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

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

ARTICLE XIX – INCLUSION IN AND SERVICE TO THE ACADEMIC COMMUNITY

Section 1. Service to the College

1A. Faculty Meetings

Part-time unit members and full-time unit members on the short-term tier shall be invited, but are not required, to attend all faculty meetings. Full-time unit members on renewable tiers are expected to attend all faculty meetings. All unit members have the right to speak at all faculty meetings they attend. All full-time unit members have the right to vote at all faculty meetings they attend. All unit members shall be permitted to attend and participate in-person or remotely.

1B. Standing Committees

All full-time unit members on renewable tiers are eligible but not required to serve on faculty governance committees on the same terms as untenured tenure-track faculty. If such service is compensated by a course release, unit members may choose either to receive a course release equal to that received by tenured and tenure-line faculty, or to receive compensation equal to the highest current credit-hour rate in place of the course release. All full-time unit members have the right to vote in elections to fill all faculty governance service committees.

1C. Ad-hoc Committees

If the College forms an ad-hoc committee, such as an administrative search committee, task force, or working group, full-time unit members on renewable tiers are eligible, but are not required, to serve on such committees on the same terms as untenured tenure-line faculty. If committee service is by application, unit member applications shall be given equal consideration to tenure-line faculty applications. If such service is compensated by a course release, unit members may choose either to receive a course release equal to that received by tenured and untenured tenure-line faculty, or to receive compensation equal to the highest current credit-hour rate in place of the course release.

Section 2. Service to the Department

2A. Department/Academic Unit Meetings

Part-time unit members and full-time unit members on the short-term tier shall be invited, but not required, to attend any department/academic unit meetings. Full-time unit members on renewable tiers are required to attend department/academic unit meetings. All unit members shall have the right to speak and vote at any department/academic unit meetings they attend.

Whenever possible, departments will provide unit members with a schedule of department meetings at the beginning of each semester, and changes to that schedule will be circulated in advance. Unit members who cannot attend such meetings in person may request an accommodation to attend remotely; such requests will not be unreasonably denied.

2B. Program or Departmental Service

All full-time unit members on renewable tiers shall be eligible and may serve on all departmental committees, including, but not limited to, curriculum committees and search committees. Such service may be required, dependent on department or program policy.

Full-time unit members shall also be eligible to serve as supervisors for student employees, interns, and other non-unit member staff within the department.

2C. Program or Departmental Leadership

All full-time unit members on renewable tiers are eligible, but not required, to serve in department leadership roles, including but not limited to Associate Chair/Program Director, as long as those roles do not involve the direct supervision and disciplining of other unit members.

Unit members will receive compensation for such service equal to that offered to tenured and untenured tenure-line faculty. If such service is compensated by a course release, unit members may choose to receive a course release equal to that received by tenured and untenured tenure-line faculty, or to receive compensation equal to the highest current credit-hour rate in place of the course release.

2D. Program or Departmental Practices

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

2E. Student Advising

Part-time unit members and full-time unit members on the short-term tier may not serve as student advisors. Full-time unit members on renewable tiers are eligible, but not required, to serve as student advisors. Faculty who teach Scribner Seminars will adhere to the advising expectations standard for those courses.

Section 3. Participation in the Life of the College

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

Unit members shall be invited, but are not required, to attend events outside their normal working schedules, including, but not limited to: orientation, prospective student events, competitions, lectures, symposia, and alumni events. Attendance at these events is voluntary and shall not be included in a unit member's evaluation for reappointment or promotion.

3B. Student Group Advising

Unit members are eligible but not required to serve as faculty advisors for campus student groups. Unit members who serve as student group advisors will follow the College's current student group advising policy. Group advising is compensated through individual club budgets, and shall be established by the unit member and respective club. The College will inform the Union, in writing, of any such compensation provided to unit members serving as a student group advisors.

Section 4. Fair and Balanced Workload

No unit member will be subject to an undue service burden. Part-time, short-term, and Assistant Tier unit members may choose not to engage in service of any kind, are not required to do so, and may not be penalized for not doing so.

ARTICLE XIX – COMPENSATION

Section 1. General Statements

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

The parties agree that a unit member's salary or rate of pay, as determined by this Article of the Agreement, is understood to encompass all aspects of teaching and instruction performed by the unit member at the College, including mandatory training, course prep, office hours, grading, juries, etc.

Unit members outside of the sciences shall have their workload calculated and compensated per credit-hour. Unit members in the sciences shall have their workload calculated and compensated per contact-hour, and not per credit-hour.

Section 2. Full Time Salaries

2A. Minimum Starting Salaries

Upon ratification of this Agreement, the following minimum starting salaries for each full-time job classification shall be established, with an increase of 3% effective June 1, 2024 and another increase of 3% effective June 1, 2025:

Minimum Starting Salaries – Renewable and Terminal Contracts			
Teaching Prof. / Writers-In-Residence / Artists-In-Residence / Visiting Professors / Librarians			
Title and Rank	2023/2024	2024/2025	2025/2026
Assistant/Visiting/Post Doc	\$71,010	\$73,140	\$75,340
Associate	\$81,060	\$83,490	\$86,000
Full	\$94,050	\$96,870	\$99,780
Department Assistants			
Accompanists, Managers, Etc.	\$71,010	\$73,140	\$75,340

Upon ratification of this Agreement, any unit member whose salary prior to ratification is below the minimum salary defined above will receive a commensurate raise to the appropriate minimum salary as determined by their rank in the above salary schedule, or a seven percent (7%) salary increase, whichever is greater, applied retroactively to June 1, 2023.

2B. Salary Increases

Effective June 1, 2024, continuing unit members will receive a five percent (5%) salary increase. Effective June 1, 2025, continuing unit members will receive a five percent (5%) salary increase.

2C. Adjustments for 10-, 11-, and 12-month Contracts

Members on 10-, 11-, or 12-month contracts will receive an additional increase to their salary adjustment for each month above 9 months that they are contracted to work, as described below:

- 10-month contract: additional 1% to salary adjustment
- 11-month contract: additional 1.5% to salary adjustment

- 12-month contract: additional 2% to salary adjustment

2D. Salary Maximums

The College may, at its discretion, pay newly hired unit members more than the minimum starting salary specified in the above table for their respective position. However, with the exception of unit members who would thereby experience a loss of pay, as prohibited by Section 1 of this Article, and with the exception of endowed chairs, no newly hired unit member's salary may exceed one-hundred-twenty-five percent (125%) of the minimum starting salary for their position, as specified in the above table. The College will notify the Union in writing of any newly hired unit member who will be paid above the minimum starting salary for their position.

Section 3. Standard Part-Time Pay

Upon ratification of this Agreement, the following minimum pay rate per contact/credit-hour for each part-time unit member, including those in the Self-Instructional Language Program (SILP), shall be established:

2023/2024	2024/2025	2025/2026
4	5	6
\$3,945	\$4,063	\$4,186

Section 3.1. Non-Standard Part-Time Pay

Upon ratification, any part-time unit members whose per contact/credit-hour rate is higher than the standard rate, will receive a seven percent (7%) increase to their per-contact/credit-hour rate, applied retroactively to June 1, 2023. Any part-time unit member receiving a salary that, on a per credit/contact hour basis, is higher than the standard rate shall receive a seven percent (7%) increase to their salary, applied retroactively to June 1, 2023.

Effective June 1, 2024, part-time unit members whose per contact/credit-hour rate is above the standard rate, shall receive a three percent (3%) increase to their per-contact/credit-hour rate. Effective June 1, 2024, any part-time unit member receiving a salary that, on a per credit/contact hour basis, is higher than the standard rate shall receive a five percent (5%) increase to their salary.

Effective June 1, 2025, part-time unit members whose per contact/credit-hour rate is above the standard rate, shall receive a three percent (3%) increase to their per-contact/credit-hour rate. Effective June 1, 2025, any part-time unit member receiving a salary that, on a per credit/contact hour basis, is higher than the standard rate shall receive a five percent (5%) increase to their salary.

Section 3.2. Notification.

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

Section 4. Private Music Lessons and Ensembles Pay Rates

Upon ratification of this Agreement, the following credit-hour equivalencies will be paid at the rate established in Section 3 of this agreement:

Private Music Lesson Workload Calculator

Assignment	Contact Hour(s)	Credit Hour Equivalent
Private Lesson	45 minutes	.5 (1/2 credit hour)
	60 minutes	.75 (3/4 credit hour)
Senior Recital	90 minutes	1 credit hour
Class Study	180 minutes	2 credit hours
Keyboard Skills	110 minutes	2 credit hours
Small Ensemble	60 minutes	1 credit hour
	90 minutes	1.5 credit hours
	110 minutes	1.5 credit hours
Medium Ensemble	90 minutes	2 credit hours
	120 minutes	3 credit hours
	135 minutes	3 credit hours
	180 minutes	3.5 credit hours
Large Ensemble	120 minutes	4 credit hours
	150 minutes	4 credit hours

Section 5: Salary Increases and Payments for Advancement in Rank

When a full-time unit member moves to a new academic rank (as provided for in Article XXII, section 1), their salary will be increased to the minimum starting salary (as provided in Section 2 of this Article) or by \$4,000, whichever is greater, starting the fiscal year in which they hold the new rank. This promotion-based increase in salary is in addition to the year-to-year increase described in Section 2, above.

When a part-time unit member moves to a new academic rank (as provided for in Article XXII, Section 2), they will receive a one-time payment of \$4,000 at the end of their 6th semester under contract with the College and at the end of their 12th semester under contract with the College.

Section 6. Timely Pay and Direct Deposit

All unit members shall be paid on a timely basis via direct deposit unless they elect otherwise, in accordance with the College's normal business operations for teaching and all other compensable duties they perform, provided the unit member has submitted to the College, in a timely fashion, all documentation or information necessary for the processing of said payment.

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

Section 7. Relocation Funds

Newly hired full-time unit members who relocate seventy-five (75) or more miles to work at the College shall be provided with a one-time stipend to cover qualifying moving expenses on the same terms as tenure-line faculty. The stipend shall cover up to eight thousand dollars (\$8,000) in qualifying moving expenses.

Newly hired full-time faculty of color and/or disabled faculty, or newly hired faculty with immediate family members in either of those categories, will receive an additional one-time

stipend of two thousand dollars (\$2,000) to their relocation funds. Along with covering moving expenses, these funds can be used to pay for travel to the region before moving to help locate and secure housing. Disabled faculty may also use these additional relocation funds to modify housing to meet their accessibility needs.

Section 8. Accompanists

Any additional dance class(es) accompanied by full-time Accompanists in the Dance Department, above the full-time load, shall be compensated at one-half (1/2) of the per-credit-hour rate, pursuant to Section 3 of this Article.

Section 9. Writing-Intensive Courses

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

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

Section 10. Preparation-Intensive Multi-Section Lab Courses

Preparation-intensive multi-section lab courses include, but are not limited to, the following:

BIO 107, 108
CHEM 115, 125, 126, 221, 222
ES 105

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

These lab courses require additional labor to be credited according to the following schedule:

- 3 points for each multi-section lab course prepared in a semester
 - physical preparation, purchasing, managing lab safety issues, managing lab space, chemical waste management, maintaining instrumentation and equipment, student assistant training and supervision
- 1 point for each other instructor teaching that lab course in the semester
 - coordinating assignment preparation and grading keys/rubrics
- 1 point for each instructor teaching the lab course that has not taught it within the last two years
 - extra mentoring work
- 1 point for each section prepared by the unit member that they are not teaching
 - extra physical prep, extra student assistant management

The unit member earns 1 contact-hour towards teaching load for every 4 points earned. Points accumulate until used. Department Chairs are responsible for tracking points. Earned contact-hours should be applied to teaching load in the semester earned whenever possible,

but points can be carried over to future semesters upon agreement between the department chair and unit member. The unit member can choose to 'cash out' their points at the current contact-hour compensation rate, as established in Section 3 of this article.

Section 11. Field Placement

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

Section 11.2. Unit members who are not designated as department Field Placement or Field Work Coordinators, but who are responsible for teaching courses that require field placement and supervision, will receive one-and-a-half (1.5) times the course's listed credit rate towards their teaching load. These courses include, but are not limited to, ED 349, ED 350, SW 334. Unit members may, at their discretion, choose instead to receive the additional credit as an overload payment at the current credit/contact-hour rate.

Section 12. Course Caps

No unit member shall be required to over-enroll a course. Courses will be capped at the enrollment prescribed by the [Curriculum Committee](#) for that level of course or the level set by the Department for that course, whichever is lower, and said course caps, upon the ratification of this Agreement, will not be raised by the College from their current numbers during the term of this Agreement.

In the case that the College temporarily raises course caps or Department implements course caps above that described in the first paragraph of this section, unit members will be compensated for such over-enrollments at the equivalent rate of one (1) HELIOS credit per student over the course cap.

Section 13. Associate Chair/Associate Program Director/Program Coordinator

Unit members who serve as Associate Chair or Associate Program Director or Program Coordinator during the academic year shall be compensated for the equivalent of teaching a 1-credit course during that academic year, at the current per-credit/contact-hour rate, as determined in Section 3 of this Article.

Section 14. HELIOS: Independent Studies/Thesis Committee Service

The number of semester-hours of credit overseen by faculty is tallied in each instructor's HELIOS account and viewable through the login page. Accounts are updated mid-semester, after late-adds are processed by the Committee on Academic Standing (CAS).

Example: An instructor who supervises two, 3-credit independent studies in the fall semester and two, 4-credit thesis projects in the spring semester will have earned 14 semester-hours of credit by the end of the academic year.

In April of each year, instructors decide whether to receive a stipend or continue to accumulate semester-hours of credit. Once sixty (60) HELIOS hours are accumulated, faculty may exchange these credits for a 3-credit/contact reduction to their teaching load.

When faculty elect to receive a stipend, they receive compensation for all accrued credit and the balance is reset to zero. Stipends will be paid at the rate of .25 credit/contact-hour rate/credit, as provided for in Section 3 of this Article.

Stipends and course release preferences are to be submitted in April. Payouts and/or release approvals occur in May–June, after consultation with Chairs and Program Directors.

Section 15. Conduct of Union Business by Employee-Representatives

The Union will designate three (3) officers to be compensated by the College at a rate of \$7890/year. In addition, the Union will designate up to a maximum of seven (7) additional stewards, to be compensated by the College at a rate of \$2,500/year. The Union shall inform the College, in writing, of such designated employees.

Section 16. Retroactive Pay

Upon ratification of this Agreement, the College agrees to pay unit members the above defined compensation retroactive to June 1, 2023.

Section 17. Overload Pay Rate

In the event that a full-time unit member is entitled to additional overload compensation for any credit/contact hours taught beyond eighteen (18) credit/contact hours in an academic year (or any credit/contact hours taught beyond the credit/contact hours a unit member is appointed to teach in an academic year), they shall be compensated at the current standard per-credit/contact-hour rate, as determined in Section 3 of this Article.

Section 18. Transparency

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

ARTICLE XX – BENEFITS

Section 1. General Statement

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

Section 2. Health Insurance

2.1 Full-Time Unit Members

All full-time unit members will be eligible for health, dental, and optical insurance and other benefits on the same terms and conditions as tenured and tenure-track faculty employed by the College, unless otherwise specified in this Agreement. The College will provide notice individually to full-time unit members as required by law and to the Union ninety (90) days prior to any universal changes to the terms of health insurance benefit.

In the event that a full-time faculty contract is less than twelve (12) months, the College shall provide a minimum of one (1) full year of health care coverage, covering the premiums in full for months in which no salary is paid. Coverage begins on the first day of employment and ends twelve months later. In addition, employees will be eligible to apply for coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit provision for a minimum of thirty-six (36) months from the date of end of coverage or in accordance with the current College policy, whichever is longer.

Those eligible unit members who choose not to enroll in the College's health care coverage will instead receive a payment equivalent to 7% of their salary each year. Unit members may elect to receive this payment either as an FSA contribution or as a one-time payroll disbursement. Unit members must complete a waiver of health insurance at open enrollment, as necessary.

Employees hired on or before September 3, 2008, with at least 15 years of full-time service and who are at least 55 years of age at time of retirement, will be eligible for partial or full funding of health care benefits for themselves and eligible dependents in retirement after the age of 60 in accordance with the following:

Years of Full-Time Service	Percentage of Premium Paid by College
20	100%
19	90%
18	80%
17	70%
16	60%
15	50%

Under this plan, a retiree will receive the above percentage of premium paid by the College the month following attaining age sixty (60) and throughout their retirement years. For example, if an employee chose to retire at age fifty-five (55), and at that time had twenty (20) years of full-time service, the College would begin to pay one hundred percent (100%) of cost for the College-funded health care plan or its equivalent the month following the retiree's sixtieth (60th) birthday. If, on the other hand, the same employee had eighteen (18) years of full-time service at

retirement, the College would begin paying eighty percent (80%) of cost for the College funded health care plan or its equivalent the month following the sixtieth (60th) birthday. The premium contribution level of eighty percent (80%) would continue throughout their retirement years.

In both instances the retiree would be eligible to continue their health care coverage until the College began its contribution by paying the full monthly health care premium.

If an employee chooses to interrupt health care coverage until age 60 or later, that person can elect coverage upon request and also enroll eligible dependents at that time.

There is an exception to the above eligibility rules and schedule of health care contributions. Eligible employees may retire at age fifty-five (55), and the College will provide 100% premium of the College-funded health care plan or its equivalent at retirement, provided that:

1. The eligible employee completed at least twelve (12) years of full-time service by January 1, 1995; and
2. The eligible employee meets the following "rule of 62" equation

Rule of 62

Minimum 12 years of full-time service plus
Employee's age as of January 1, 1995 plus
Additional years of full-time service (beyond twelve) as of January 1, 1995

2.2 Part-Time Unit Members

Part time unit members teaching nine (9) or more credits annually are eligible for health insurance coverage. The percentage of their contributions towards the insurance premium will be determined on the same terms as full-time faculty via the annual Health Care Cost Sharing calculation.

Part-time unit members not eligible to receive health care coverage, as provided for above, shall receive a payment of 7% of their salary each semester to offset health care costs. Unit members may elect to receive this payment as a lump sum payroll disbursement or as a Flexible Savings Account (FSA) contribution.

All part-time unit members will have the opportunity to enroll in any available dental and vision plan offered by the College during that employment year. The College will pay the full cost of the premium for the selected plan in which a unit member enrolls.

Part-time unit members who taught an average of nine (9) or more credit hours annually and have at least fifteen (15) years of service at retirement, and have attained at least age fifty-five (55) are to be considered benefit-eligible retirees.

Section 3. Retirement

For all unit members (full-time and part-time), the College shall contribute an amount equal to 10% of base annual salary/wage if a unit member is less than age fifty (50), or 11% if fifty (50) or older, into the basic retirement plan. All unit members are eligible immediately upon hiring.

In addition to the above, for employees hired September 4, 2008, or after, and who are not eligible for the College's post-retirement health care plan, the College will contribute a Basic

Retirement Plan contribution equal to 1% of the employee's base wages or salary during the plan year, effective with the date of hire.

Section 4. Work Visas

The College shall provide visa sponsorship for all full-time unit members who require it. In a unit member's first year, the College can provide any applicable visa type (such as F1 extension, TN, or J1). By the second year, the College shall provide H1-B visa sponsorship to any unit member who requests such sponsorship, or another visa type for which they are eligible.

Section 5. Tuition Benefit for Dependents

Full-time unit members and benefits-eligible retirees will be eligible for tuition benefits for dependents after three years of full-time service. This is a benefit of up to 100% of tuition cost for undergraduate course work on a credit or non-credit basis at Skidmore College (internal tuition); or 75% of the cost of tuition to a maximum of \$975 per semester, or \$1,950 per year, when attending an accredited college other than Skidmore College for an undergraduate degree (external tuition). Registration fees, cost of private instruction, laboratory fees, activity fees, and other special fees are not included in the tuition benefit.

This benefit is subject to the following conditions:

- At the time the tuition benefit is granted, the recipient must be the spouse, qualified domestic partner, or legal dependent of an employee who meets the criteria for the tuition benefit. For purposes of this policy, "legally dependent children" are those who qualify as dependents under the IRS code or are named to receive support for education in either a separation agreement or court-issued divorce decree.
- Dependents must apply for admission in the normal sequence and according to published admissions standards and deadlines.
- Non-matriculated dependents may take courses on a credit or non-credit basis in any semester without payment of tuition provided that the course is open after the regular registration period. To register for special student status through the Registrar's office, the dependent student must pay registration, lab, and activity fees, as applicable.
- Employees must complete the appropriate Tuition Request form prior to a dependent's enrollment.
- Dependents must apply for all eligible financial aid available to the student from state or federal sources through the Financial Aid office in order to receive the Skidmore tuition benefit.
- In the event of death of an employee who held regular full-time employment at Skidmore for at least six years preceding death, the tuition benefit will continue for eligible dependents and/or spouse or qualified domestic partner.
- If the employee terminates or resigns from employment while his or her dependent is enrolled, the tuition benefit will terminate at the end of the semester.
- Dependents eligible for the tuition benefit may be resident students at their own expense either on a space-available basis (after all other students have been assigned housing) or if they have been selected as head residents or resident assistants.

In the case of a unit member with no dependent children of their own, the unit member may, during their term of full-time service, designate one legal relative for tuition benefit (internal or external) on the same basis as a dependent child. Examples of qualifying eligible designees are niece, nephew, sibling or first cousin. Unit members exercising this option cannot later claim the

tuition benefit for dependent children. If the eligible designee does not meet the IRS definition of a dependent and is not claimed as a dependent by the employee, then the benefits are taxable to the employee. To qualify for tuition remission benefits, an employee must be employed in a benefits-eligible position and meet the service requirements specified under each benefit.

Bargaining unit members will be eligible to apply for the Tuition Exchange Program on the same terms as tenured and tenure-track faculty members.

Section 6. Paid Family Leave for Birth or Adoption

The following applies to Paid Family Leave around the birth or adoption of a child. All other forms of Paid Family Leave will be on the same terms and conditions as tenured and tenure-track faculty employed by the College.

In formulating its parental leave policy, the College affirms for its faculty, and indirectly for its students, a commitment to parents who seek to lead full professional, intellectual, and personal lives. A primary goal of the policy is to allow both the faculty member and the College the opportunity to maintain the integrity of the classroom and avoid placing undue burden on the individual or the department. Skidmore College is committed to supporting faculty members by providing them with clear and reasonable options for managing their professional and parental responsibilities.

This policy balances the necessity of paid time off to care for and bond with a child, and the particular challenges of an academic schedule, where teaching commitments occur within an inflexible semester schedule. The parental leave policy is built on two main tenets: first, that eligible members be granted a full semester of paid leave surrounding or after the birth or adoption of a child; and second, that faculty are entitled to a 12-week period *following* birth or adoption during which no academic or administrative work be expected of them. This second point addresses a challenge particular to the academic schedule, when a birth later in the semester (for example, November) can result in the majority of leave being used before birth or adoption, nullifying its primary intent of caring for and bonding with a new child. In some cases, such a scenario can result in fewer than 8 weeks before the start of the following semester (the minimum age at which a child can be placed in Skidmore's on-campus childcare facility).

All provisions and applications of this policy are meant to be consistent, at a minimum, with state and federal law, including the Family and Medical Leave Act and the New York State Paid Family Leave Act. In accordance with College policy, absence under the Faculty Parental Leave Policy will also be designated as time absent under the Family and Medical Leave Act.

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

FACULTY PARENTAL LEAVE OPTIONS

6.1 Full-time Unit Member (excluding Librarians):

Eligible for a teaching load reduction of a full semester (9 contact hours in the sciences, 9 credit hours or the equivalent in other disciplines) the semester surrounding or following birth or

adoption, with no reduction in pay. The reduced teaching load may be split over two semesters, within 12 months following the birth or adoption, at the discretion of the faculty member. If a faculty member is working a reduced load, service commitments are reduced proportionally.

If birth or adoption occurs less than 12 weeks before the start of the upcoming semester, the faculty member has the additional option:

Eligible for a teaching load reduction of 9 contact/credit hours in a 12-month period surrounding birth or adoption, with the remaining 9 contact/credit hours met by special project work and/or courses taught in a compressed format (arranged in conjunction with the Chair and Dean of the Faculty).

For example: For a birth or adoption occurring in late November, a faculty member could choose to complete special project work equivalent to 6 credits during the fall semester, take 12 weeks of leave following birth or adoption, and complete special project work equivalent to 3 credits during the spring semester. The IdeaLab also provides an avenue for faculty members to teach shorter-duration courses in place of some or all special project work.

6.2 Librarians

Librarians shall be eligible for sixteen (16) weeks of paid family leave, with no reduction in pay, during a 52-week period surrounding birth or adoption. Paid family leave may be taken in daily or weekly increments.

6.3 Part-Time Faculty Members

For part-time unit members, the College agrees to opt into New York's Paid Family Leave law upon ratification of this agreement. Part-time unit members will be eligible beginning 175 calendar days from their date of hire. The College shall fully fund eligible unit members' paid family leave benefit at the rate set by the New York State Department of Financial Services. Unit members who take paid family leave shall maintain their seniority and course guarantees while out on paid family leave.

Section 7. Paid Sick Leave

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

If a unit member will be absent from work for up to five (5) consecutive days due to illness or injury (their own or a family member living in the household), they are eligible to receive full paid sick leave benefits. Faculty should notify their department or program chair as soon as possible in advance of an absence and should include an indication of how missed instructional time will be made up, per current College policy. Instructional time may be supplemented through remote teaching, asynchronous work, additional reading and/or activities, and/or instruction by another Skidmore faculty member.

7.2 Librarians

If a bargaining unit member will be absent from work for up to five (5) consecutive days due to illness or injury (their own or a family member living in the household), they are eligible to receive full paid sick leave benefits. Employees must notify their supervisor of the illness or injury as soon as possible in advance of the scheduled work day. They should inform their supervisor daily of their progress and expected date of return to work except during hospitalization or lengthy convalescence.

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

Section 8. Religious Observances

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

Section 9. Bereavement

In the case of death in the immediate family, all unit members will be permitted a bereavement leave of up to four (4) days without loss of pay. Immediate family includes spouse or qualified domestic partner, child or stepchild, parent or stepparent, guardian, brother, sister, brother-in-law, sister-in-law, mother-in-law or stepmother-in-law, father-in-law or stepfather-in-law, grandparents or spouse's grandparents, grandchildren, or any related person living in the employee's home. Qualified domestic partners have the same status as a spouse. Unit members are eligible for bereavement from their date of hire.

Section 10. Short-Term Disability

All bargaining unit members are eligible to receive taxable salary/wage payments under the NYS Disability Plan equal to 50% of salary up to \$170 per week for up to twenty-six (26) weeks in a twelve month period after the first seven (7) calendar days of illness or non-work-related injury. There are several exceptions to this coverage and it is coordinated with other government provided benefits such as Unemployment, Worker's Compensation and Social Security.

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

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

Supplemental salary, for both exempt and non-exempt staff, is paid for up to twenty-six weeks maximum in a twelve-month period and is inclusive for both NYS Disability Leave and Workers Compensation Leave. NYS Disability payments are also subject to a maximum of twenty-six weeks in a twelve-month period. If eligible, time lost under this plan is also designated as time lost under the Family Medical Leave Act. Salary/wage payments for both exempt and non-exempt staff are paid through the College's payroll and are predicated on carrier/insurance approval of a claim.

Section 11. Long-Term Disability

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

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

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

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

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

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

Section 12. Paid Leave for Librarians

Librarians who work as exempt, thirty-five (35) hour work-week employees will receive paid leave in accordance with the following:

12.1 Paid Holidays

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

- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas
- New Year's Eve
- New Year's Day
- Martin Luther King, Jr Day
- Memorial Day
- Floating Holiday (to be taken within fiscal year June 1 – May 31)

When a holiday falls on a Saturday, the preceding Friday is normally considered as the holiday. When a holiday falls on a Sunday, the following Monday will be considered as the holiday.

Librarians who work as exempt, 35-hour work-week employees will continue to receive pay for the above listed holidays and any working days between Christmas Day and New Year's Eve Day. Librarians are eligible for paid, extended holiday breaks that the College may choose to extend to employees as stipulated in the holiday calendar for employees for each fiscal year, identified as a "Special Holiday" on the calendar.

12.2 Paid Vacation Leave

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

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

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

The College provides paid vacation leave to full-time Librarians appointed to eleven- and twelve-month positions as follows:

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

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

Vacation leave can be used in the year it is earned or you may carry over up to 70 hours (less than or equal to two (2) 35-hour work weeks) into the next vacation year. If not taken by the end of that vacation year, remaining vacation carryover is forfeited. Vacation hours carried over will be used before current-year accrued vacation.

Section 13. Inclement Weather Policy

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

If a full- or part-time unit member (excluding Librarians) is unable to come to (or to remain at) work because of adverse weather or other emergency conditions, the unit member is responsible for contacting their Department Chair or Program Director in advance to inform them of classes being canceled or may exercise their right to work remotely, pursuant to Article XV, Section 6 of this Agreement.

13.2 Librarians

In the event of a College-designated campus closure, late opening, or early release, all Librarians who were scheduled to work during that time will be paid their full, regular salaries or wages. Employees who previously scheduled a vacation or any other paid leave day for a day when operations are delayed or suspended will still be charged for that leave day as previously approved.

When Skidmore has not officially closed or delayed its operations, employees who are unable to come to (or to remain at) work because of severe weather or other emergency conditions have the following options:

- Supervisors may allow late arrival or early release, not to exceed two hours.
- Employees may request time off charged to accrued, unused paid leave. If an employee chooses not to work on a day that the College is open, or chooses to arrive later than or depart earlier than the change in schedule made by the College, the employee will be required to use available paid time off to cover the period of absence.
- If the exempt employee has no paid time off available, they will not be paid for any full days on which they choose not to report to work.
- From December 1 through March 31 of each academic year, Employees may also use one paid inclement-weather floating day - in full-day increments only - when the College is open, but they are unable to get to work because of inclement weather.

Section 14. Internal Tuition Benefit

All bargaining unit members and benefits-eligible retirees are eligible upon hire to receive free tuition to enroll in one (1) course per semester on a credit or non-credit basis. Employees should complete the required Tuition Request form prior to registering.

Section 15. Part-Time Work Load Calculation

For the purposes of this Article, a part-time unit member's work load will be calculated based on enrollments at the add point of the semester/term.

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

For the purposes of workload, assignments, and seniority, forty-five- (45-) minute private music lessons are equivalent to 0.60 credit-hours and sixty- (60-) minute private music lessons are equivalent to 0.75 credit-hours. Senior Recitals are equivalent to one (1) credit hour.

Small Ensembles are equivalent to one (1) credit hour. Medium and Large Ensembles shall be equivalent to between two (2) credit hours and four (4) credit hours, determined by the number of contact hours associated with the Medium and/or Large Ensemble.

Class Study is equivalent to two (2) credit hours. Keyboard skills is equivalent to two (2) credit hours.

6.2. Private Instruction

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

6.3. Auditions and Juries

Auditions for new students will generally be held at the beginning of each semester at the discretion of the unit member.

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

6.4. Ensembles

Ensembles meet weekly and are characterized as small, medium, and large. Some ensembles hold auditions based on the discretion of the instructor.

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

6.5. Music Classes

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

Section 7. Accompanists

Unit members hired as Accompanists are appointed on an academic year basis, at a minimum. Accompanists coach or accompany the private music instruction or studio dance instruction of students.

For the purposes of workload, assignments, and seniority, accompaniment performed by unit members for forty-five- (45-) minute private music lessons shall be equivalent to 0.60 credit-hours and sixty- (60-) minute private music lessons shall be equivalent to 0.75 credit-hours. Accompaniment performed by unit members for Recitals and Ensembles shall be equivalent to between one (1) credit hour and four (4) credit hours, determined by the number of contact hours associated with the Recital or Ensemble.

Accompanists in the Music or Dance Departments shall be provided reasonable notice of their weekly schedule and the schedule of accompaniment in both the Music and Dance Departments shall be determined collaboratively by the Department Chair(s) and the Accompanist, with a copy of the accompaniment schedule for each semester provided to the Union.

Accompanists in the Music Department will be compensated for additional time equivalent to fifty per cent (50%) of their total contact hours to learn, practice, and prepare assigned repertoire and scores. This time will be separate and distinct from the general preparation time as part of their academic year appointment. Accompanists will be assigned scores in a timely manner.

In the Dance Department, a full-time load will be accompanying four (4) dance classes per semester. Any additional dance class(es) shall be compensated at one-half ($\frac{1}{2}$) the per-credit-hour rate.

Any course(s) taught by Accompanists shall be compensated at the per-credit-hour rate.

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
- Visiting Professor

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 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” (years 7-12) 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:

- “Senior Teaching Professor” (years 13+) is replaced by “Teaching Professor”
- “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.

ARTICLE XXIII – OBSERVATIONS, EVALUATIONS, AND PROMOTION

Section 1. Observations

A. Developmental Observations for Full-Time Unit Members on the Short-Term Tier

Full-time unit members appointed at the Short-Term Tier, as defined in Article XXII of this Agreement, will be the subject of a Developmental Observation once during each academic year of their employment with the College. The Developmental Observation shall be performed by the unit member's Chair, Program Director, Program Personnel Committee Chair (C/PD/PPCC), or another departmental colleague, as appropriate. Developmental observations are used solely to promote the professional growth of unit members.

Following their observation of the unit member, the observer will prepare, in coordination with the unit member, a letter noting the unit member's pedagogical abilities, scholarly strengths, and/or classroom performance, to be shared only with the unit member for the purpose of their professional growth. That letter or portions of it may be used in future applications for employment, Skidmore annual reports, reappointment at Skidmore, and/or other professional applications, at the unit member's discretion.

B. Evaluative Observations During the First Two (2) Appointment Cycles of Full-Time Unit Members on Renewable Tiers.

The unit member's teaching will be observed once per year for their first three years of employment, then once more as part of their sixth-year review. At least one of these observations will be conducted by the C/PD/PPCC; the unit member may request another faculty member in the department/program to conduct the other observations in place of the C/PD/PPCC. The observation procedure will consist of three components:

- i. A pre-observation discussion of learning objectives, class dynamics, and any other relevant topics.
- ii. The observation of one class session of at least 50 minutes in length. During or immediately following the observed class session, the observer should complete the [Class Observation Rubric \(see Appendix ##\)](#).
- iii. A post-observation meeting to discuss the observed class. During this time, the observer will share the completed [Class Observation Rubric \(see Appendix ##\)](#) and any feedback from the session, and the observed unit member will have the opportunity to respond.

Unit members being observed may request no more than two additional observation sessions, at their discretion.

The observer will then prepare, in coordination with the unit member, a letter documenting the observation, feedback, and response to the feedback. [The Class Observation Rubric \(see Appendix ##\)](#) will be attached to this letter. This dossier will be included in the unit member's personnel file and ePortfolio.

C. Observations for Part-Time Unit Members

Part-time unit members at the Assistant Lecturer tier will be subject to one Evaluative Observation, as provided for above in 23.1.B, during their first two semesters of employment.

Unit members at this tier may then request additional Developmental Observations, as provided for above in 23.1.A, during their first six semesters of employment.

Part-time unit members at the Associate or Full tier may request Developmental Observations, as described above in 23.1.A, during their appointment term.

D. Observations for Librarians

For librarians, a one-time library session for a course may be used for an observation, pursuant to Section 1 of this Article. For one-time library sessions, use of the class observation rubric is optional.

If a librarian does not teach a library session or course during an academic year, an observation for that year will not be required.

E. Observations for Music Performance Unit Members

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

Section 2. Reappointment Process

A. Reappointment for Full-Time Unit Members on Renewable Tiers in their First Two (2) Reappointments

- i. In the fall semester of the candidate's third (3rd) and sixth (6th) years of employment, the candidate will be provided with an ePortfolio course shell in theSpring.
- ii. On or before September 30th of the relevant year of employment, the candidate will arrange for fall semester teaching observation(s). Observations should be scheduled before December 2nd or when the evaluative committee meets to share their assessment with the C/PD/PPCC, whichever comes first.
- iii. On or before October 14th of the relevant year of employment, the candidate will designate an evaluative committee of at least three department faculty colleagues of the candidate's choosing, who may include unit members who have completed at least one three-year appointment cycle. In the case of departments or programs with an insufficient number of eligible faculty, the candidate may choose to include an additional faculty colleague from a cognate discipline.
- iv. On or before October 14th of the relevant year of employment, the candidate will submit an ePortfolio containing materials documenting teaching effectiveness, service contributions, and, if relevant, scholarly/creative accomplishments. Candidates are responsible for arranging access to their electronic files by eligible department/program members. Guidelines are provided in the document, "[Procedures for Creation and Maintenance of Electronic Portfolios.](#)"
- v. On or before December 2nd of the relevant year of employment, the evaluative committee will share with the C/PD/PPCC their assessments of the candidate's file as it relates to the evaluative criteria for reappointment set out in the Faculty Handbook Part One Section VIII.C; this may be done either by submitting individual letters to the C/PD/PPCC or in a meeting of eligible members of the department faculty at which the candidate is not present.

vi. On or before January 10th of the relevant year of employment, C/PD/PPCC will submit the recommendation regarding reappointment to the ADOF. This takes the form of a consensus letter that summarizes: (1) the department's or program's overall recommendation whether to reappoint the unit member; and (2) the evidence supporting the recommendation. The letter will also explain any internal personnel procedures that guided the review process.

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

viii. If the candidate is not reappointed, they will be issued a one-year terminal appointment for the academic year following their third or sixth year of employment.

B. Reappointment for Full-Time Unit Members on Renewable Tiers in their third or further reappointment

i. In the fall semester of the final year of the candidate's appointment, the candidate will update their ePortfolio consisting of Watermark Faculty Success reports (or the analogous annual reports) from the relevant academic years.

ii. On or before October 14th of the relevant year of employment, the candidate will designate an evaluative committee of at least three department faculty colleagues of the candidate's choosing, who may include unit members who have completed at least one three-year appointment cycle. In the case of departments or programs with an insufficient number of eligible faculty, the candidate may choose to include an additional faculty colleague from a cognate discipline.

iii. On or before October 14th of the relevant year of employment, the candidate will submit their updated ePortfolio containing materials documenting teaching effectiveness, service contributions, and, if relevant, scholarly/creative accomplishments. Candidates are responsible for arranging access to their electronic files by eligible department/program members. Guidelines are provided in the document, "[Procedures for Creation and Maintenance of Electronic Portfolios](#)."

iv. On or before December 2nd of the relevant year of employment, the evaluative committee will share with the C/PD/PPCC their assessments of the candidate's file as it relates to the evaluative criteria for reappointment set out in the Faculty Handbook Part One Section VIII.C; this may be done either by submitting individual letters to the C/PD/PPCC or in a meeting of eligible members of the department faculty at which the candidate is not present.

v. On or before January 10th of the relevant year of employment, C/PD/PPCC will submit the recommendation regarding reappointment to the ADOF. This takes the form of a consensus letter that summarizes: (1) the department's or program's overall recommendation whether to reappoint the unit member; and (2) the evidence supporting the recommendation. The letter will also explain any internal personnel procedures that guided the review process.

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

vii. If the candidate is not reappointed, they will be issued a one-year terminal appointment for the following academic year.

C. Reappointment for Part-Time Unit Members to the Associate and Full Tiers

i. Part-time unit members eligible for reappointment to a higher tier (Associate or Full) will be notified of their eligibility by their C/PD/PPCC two semesters prior to that change in tier. No later than the end of the fourth week of that same semester, those part-time unit members will designate an evaluative committee of up to three department colleagues of their choosing. Eligible evaluative committee members include the C/PD/PPCC, all full-time faculty, and all Associate- or Full-tier Lecturers. In the case of departments or programs with an insufficient number of eligible faculty, the candidate may choose to include an additional faculty colleague from a cognate discipline.

ii. No later than the end of the fourth week of that same semester, the unit member will provide their evaluative committee with records of their Evaluative Observation, course materials for all courses taught, and a current CV. Unit members may also elect to include materials from Developmental Observations and a statement of self-evaluation, which can describe their pedagogical practice, relevant scholarly or professional activities, or other related experience; unit members who do not include these materials will not be penalized for omitting them.

iii. The evaluative committee will share with the C/PD/PPCC their assessments of the candidate's file as it relates to the evaluative criteria for reappointment set out in the Faculty Handbook Part One Section VIII.C, no later than the end of the seventh week of that semester.

iv. The C/PD/PPCC will submit the committee's recommendation regarding reappointment to the ADOF and will inform the candidate of the decision no later than four weeks prior to the end of that semester. If the evaluative committee recommends against reappointing to the Associate- or Full tier, that lecturer will be offered a final single-semester teaching contract for the following semester.

D. Reappointment for Librarians

i. Librarian reappointment will follow the deadlines and procedures outlined for full-time unit members with the exception that the evaluative committee will consist of all faculty in the Library who have completed at least one three-year appointment cycle. (see above, Article 23.2.A and 23.2.B).

ii. Librarian portfolios for reappointment and promotion will include materials supporting the following areas:

Librarianship

Materials such as summary reports of major collection development initiatives; reports prepared to make policy or program recommendations; guides or pathfinders; syllabi or other curricular materials; websites; reports of system developments; and materials documenting unique duties of individual librarians.

Professional Development

Professional development may take many forms including published articles, books, or book chapters; presentations; description of research activities if not evidenced in publications;

book reviews, participation in professional organizations; conferences and workshops attended;

Service

Library committees; college committees; campus community activities

Teaching (Optional)

List of courses taught

Supervisory Responsibilities (Optional)

Annual departmental reports; description of reorganization and/or new initiatives within a department; description of new procedures and policies; Input from staff within the department (either oral or in writing).

Section 3. Fair and Honest Evaluations

Unit members have a right to receive fair and honest evaluations. A unit member who believes this right has been violated may file a Grievance pursuant to the Grievance Procedure provided for by this Agreement.

Section 4. Student Ratings

Unit members will receive student ratings each semester, as assessed by the department and/or the College and following the terms and procedures detailed in the Skidmore Faculty Handbook. However, student ratings will not be utilized in the evaluation of a unit member's teaching abilities for purposes of reappointment.

Section 5. Scholarship and Artistic Practice Requirements

Unit members shall not be required to show proof of scholarly or creative outputs for reappointment. A unit member may elect to include scholarly or creative outputs in their ePortfolio. Unit members who elect not to submit evidence of scholarly or creative outputs will not be penalized for their omission.

Section 6. Annual Reports

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

Section 7. Annual Letters

All unit members in their first (1st) through sixth (6th) year at the College are entitled to an annual letter from their Chair or Program Director. Beginning in their seventh (7th) year, all unit members are entitled to a letter every three years. These letters should be written and shared in a timely fashion, on the same terms and conditions as tenured and tenure-track faculty. These letters may be used by unit members as part of their ePortfolio for reappointment, including reappointment to a higher tier.

Section 8. Notification

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

Section 9. General Statement

The evaluation of any unit member by the Dean of Faculty/Vice President of Academic Affairs, Associate Dean of Faculty, or their Chair/Program Director will be the responsibility of the College and its designee(s) to initiate. Failure to perform an evaluation of a unit member shall not prevent the unit member from being reappointed, pursuant to the provisions of this Agreement.

Section 10. Implementation

Upon ratification of this Agreement, all bargaining unit members shall receive an academic rank according to the provisions of this Agreement. Future reappointments will follow the observation and evaluation procedures consistent with the provisions of this Article of the Agreement. A unit member's previous observations and evaluations by the College shall count towards their satisfaction of the criteria for reappointment provided for by this Article of the Agreement. Unit members may not be penalized for the absence of any materials newly required as a result of this Agreement (i.e., required first-year evaluative observation, annual letters) in their first evaluation following ratification.

ARTICLE XXIV – PROFESSIONAL DEVELOPMENT

Section 1. General Statement

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

Section 2. Departmental Professional Development Funding and Eligibility

Upon hire, all unit members shall be immediately eligible for departmental or programmatic professional development funding and shall remain eligible throughout the duration of their employment. Full-time unit members shall be eligible annually for \$700 or the amount regularly budgeted for tenure-track/tenured faculty in their department or program, whichever is greater. Part-time unit members shall be eligible annually for \$350 or half the amount regularly budgeted for tenure-track/tenured faculty of their department or program, whichever amount is greater. Unit members may not be required to use their professional development funding for any particular purpose.

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

All such requests for departmental and programmatic professional development funding shall not be unreasonably denied.

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

Section 3. Faculty Development Committee Grants and Other Professional Development Opportunities

The Faculty Development Committee (FDC) shall give equal consideration to proposals submitted by full-time unit members as it does to pre-tenure tenure-track faculty.

The Faculty Development Committee will provide the Union annually with an anonymized report of that year's grant applications and awards. This report shall account for the number of applications and number of grants awarded, differentiated by rank (unit member and non-bargaining unit member) and position. The report shall also include the number of unit member applications for FDC grant funding that were denied and the reason for denial.

All other professional development opportunities shall give equal consideration to applications submitted by full-time unit members, and the process for application will be consistent for all ranks (unit member and non-bargaining unit member) and positions.

Section 4. Teaching Awards and Endowed Chairs

Unit members shall be eligible for all teaching awards and Endowed Chairs unless explicitly prohibited by the terms of the donation, consistent with tenured/tenure-track faculty.

Section 5. Funding for Travel to Read and Represent

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

Unit members who self-identify from marginalized communities (including but not limited to faculty of color, queer faculty, and disabled faculty) and/or who are working to develop inclusive pedagogical practices (including but not limited to active learning practices, diversified syllabi, course material accessibility, and universal design for learning) are entitled to an additional \$1000 of Travel to Read and Represent funds.

Section 6. Sabbaticals and Scholarly Leaves of Absence

Upon recommendation of the Department Chair or Program Director, and with the approval of the Dean of Faculty, all full-time unit members at the Associate and Full Tiers are eligible for, and shall receive, if desired, a one-semester or full-year sabbatical at least once during the term of their contract.

All sabbaticals will be for a one-semester sabbatical leave at full salary, or for a year-long sabbatical leave at 60% salary. Sabbatical leaves as specified herein shall include full benefits as accrue to tenured and untenured tenure-line faculty on sabbatical and count fully towards all years-of-service calculations. Applications for sabbatical leave shall not be unreasonably denied.

In addition, scholarly leaves of absence may be arranged through consultation with the department chair or program director and the Dean of Faculty. Leaves of absence shall not negatively impact the calculation for years-of-service to the College regarding eligibility for any employee benefits or for retirement eligibility, as defined in Article XXI of this Agreement.

Section 7. Funding for Affinity Groups and Mentorship

The College will earmark \$20,000 annually to be administered by and through the Center for Leadership, Teaching, and Learning (CLTL) that is available to support affinity groups and peer mentorship. Faculty of color, queer faculty, and faculty from other marginalized groups may request these funds to use how they see fit.

Unit members are eligible but not required to serve as peer faculty mentors for other faculty, including those on the tenure-track. Unit members will be eligible for any mentoring programs that exist and will be compensated in the same way as tenure-line faculty.

Section 8. Mandatory Trainings

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

ARTICLE XXVI – DURATION

This Agreement shall be in full force and effect from the date of ratification to May 31, 2026.

APPENDIX 1 – Class Observation Rubric

Adapted from the [University of Colorado at Boulder Teaching Quality Framework](#)

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

Faculty member reviewed: _____

Reviewer: _____

Course name and number: _____

Date: _____

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

Teaching & learning elements	Developing <i>Requires improvement</i>	Basic Skill <i>Competent</i>	Professional <i>Professional</i>	Advanced <i>Advanced</i>
Preparation for teaching <i>Content Knowledge; Pedagogical Knowledge (i.e. teaching generally and teaching subject material); Classroom mechanics prep (e.g. grading, activities, tech use, etc.)</i>	- Limited knowledge of content/teaching methods - Insufficient materials prep - Inadequate class mechanics	- Standard understanding of content/teaching practices “Standard” materials prep - Adequate class mechanics	- Knows subject deeply, incl. current/related research - Evidence-based teaching practices/methods/materials - Excellent syllabus/materials	- Very knowledgeable about classroom teaching practices - Activities for common challenges - Advanced class mechanics
Reviewer notes:				

Teaching & learning elements	Developing <i>Requires improvement</i>	Basic Skill <i>Competent</i>	Professional <i>Professional</i>	Advanced <i>Advanced</i>
Methods/Teaching Practices <i>What assignments, assessments, and learning activities are implemented? Are methods appropriate for environment & aligned for population (inclusive ed, course level & goals)</i>	• No rationale for methods; no instructional design • Practices not well executed; little methods development • Student engagement is variable or absent	• Conventional teaching practices for course/discipline • Standard course practice/execution • Consistent engagement • Some inconsistency in quality	• Innovative or evidence-based teaching methods • Opportunities for practice/feedback on skill/concepts • Consistent/high engagement • Implementation is consistent	• Consistently used innovative/evidence-based methods • Students frequently practice skills, define some activities • Consistent high engagement • High-quality implementation
Reviewer notes:				

Teaching & learning elements	Developing <i>Requires improvement</i>	Basic Skill <i>Competent</i>	Professional <i>Professional</i>	Advanced <i>Advanced</i>
Presentation & Student Interaction <i>What are students' views of the learning experience? Are methods implemented effectively? Are students supported?</i>	• Class climate discourages motivation/engagement • Negative reports of instructor accessibility/interaction	• Climate supports civility/motivation/engagement • Students report satisfactory accessibility/interaction	• Consistently positive accessibility/interaction • Students perceive learning important skills or knowledge	• Class climate encourages motivation and engagement, is respectful and cooperative
Reviewer notes:				

Teaching & learning elements	Developing <i>Requires improvement</i>	Basic Skill <i>Competent</i>	Professional <i>Professional</i>	Advanced <i>Advanced</i>
Student Outcomes <i>What impact does this course have on learners? What evidence shows the level of student understanding? Are measures of learning (shift in student performance as a result of class/instruction) aligned w/goals?</i>	- Poor measures of student learning, do not match goals - Low understanding/skill required, poor learning - Poor course-level outcomes (e.g. skills, interest, etc.)	- Standard attention to student achievement - Clear assessment standards - Typical level of skill achieved	- Clear efforts to support learning in all students - Some excellent course-level outcomes for students	- Exceptional efforts to support learning in all students - Learning evaluations connect to dept./program goals - Exceptional outcomes, supports broad success
Reviewer notes:				

Overall reviewer comments: