

Skidmore College

Proposals and Counterproposals

Submitted to SEIU Local 200United on June 26, 2024

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

ARTICLE II – RECOGNITION

Section 1. Recognition

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

Section 2. Description of Bargaining Unit

Pursuant to the Certifications of Representative issued by the National Labor Relations Board in Case No. 03-RC-295214 and in Case No. 03-RC-296469, the College hereby recognizes the Union as the sole and exclusive collective bargaining representative of all full-time non-tenure track teaching faculty, including librarians, employed by the College, and all part-time non-tenure track teaching faculty, including Accompanists employed by the College; but excluding all tenured and tenure-track faculty, department chairs and program directors, department assistants, managers, confidential employees, guards, and supervisors defined in the Act, and all other employees. Employees whose primary responsibility involves teaching in programs that are hosted off campus, are not considered part of the bargaining unit. Staff who teach as a required part of their staff position and/or who do not hold a recognized faculty title as listed in the Faculty Handbook are not included in the bargaining unit.

Section 3. Employees

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

Section 4. Jurisdiction

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

ARTICLE 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

Section 4. General Statement

All information will be provided electronically to the extent practicable.

ARTICLE XVII – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Skidmore College is committed to being an inclusive campus community and an equal opportunity employer. The College therefore prohibits discrimination and harassment against any employee or candidate for employment on the basis of the individual's race (including traits

historically associated with race), color, creed, religion, age, national or ethnic origin (including but not limited to speaking English as a second language), physical or mental disability, military or veteran status, marital status, sex (including pregnancy), sexual orientation, gender identity or expression, genetic information, predisposition or carrier status, domestic violence victim status, familial status, union activity, or any other category protected by applicable federal, state, or local laws.

Toward this end, the College has enacted and commits to following its existing policies that prohibit discrimination, harassment and retaliation (including those found in Part Six of the Faculty Handbook), as well as those policies that promote diversity in the workplace.

Such policies, include, but are not limited to:

- Policy on Anti-Harassment
- Skidmore Policy on Diversity
- Policies on Accessibility and Accommodations
- Policy on Retaliation
- Policy on Consensual Sexual Relationships Involving Students
- Title IX Policy for Faculty

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

The College and Union agree that the foregoing policies and related procedures may be amended from time to time as the College deems appropriate. The College agrees to share any such changes with the Union for the purpose of impact bargaining prior to implementation.

ARTICLE XIX – INCLUSION IN AND SERVICE TO THE ACADEMIC COMMUNITY

Section 1. Service to the College

1A. Faculty Meetings

Full-time unit members shall be required to attend all 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, 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 ____ – FACULTY RIGHTS AND RESPONSIBILITIES

Section 1. Adherence to College Policy

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

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

Section 2. Maintaining Order

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

Section 3. Reporting Student Disciplinary Matters

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

ARTICLE XX – 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

ullunit 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. Types of Academic Appointments

The Associate Dean of the Faculty is responsible for making appointments to non-tenure-track positions in consultation with the Chair of the Department, Program Directors and/or Director of the Library (as appropriate). Unit members shall be offered an appointment under one of the following categories:

A. Full-Time Terminal Appointments

Generally, a terminal appointment is considered a nine- (9-) month position. Terminal appointments are reserved for satisfying a specific short-term curricular or staffing need in a program or department. Short-term curricular needs include but are not limited to sabbatical replacement; disability, medical or family leave; temporary replacement; unexpected enrollment trends; and curricular innovation. The qualifications for a terminal appointment will vary depending on the field, discipline and departmental need.

Full-time terminal appointments are intended for a period of at least one (1) and no more than six (6) full academic years. During the third consecutive academic year of a terminal appointment, the College will evaluate the continued need for the terminal appointment. The College will consider, among other factors, curricular priorities, enrollment, and departmental need to determine whether to further extend the terminal appointment for a period of up to three (3) additional consecutive academic years. The College's decision of whether to extend the terminal appointment is not subject to the grievance and arbitration process. If the terminal appointment is further extended, the faculty member who previously served in the terminal appointment will be reappointed absent just cause.

During the 5th consecutive year of a full-time terminal appointment, the Dean of the Faculty (or a designee) in consultation with the Chair of the Department and/or Program Directors will review and decide, in the College's sole discretion: (1) whether the terminal appointment will end at the conclusion of the 6th year; (2) whether the terminal appointment will be converted to a renewable non-tenure track appointment; or (3) whether the College will hire a tenure track faculty member to meet the curricular needs.

If the decision is made to convert the terminal appointment to a renewable non-tenure track appointment, the bargaining unit member who occupied the terminal appointment will be offered the renewable appointment, absent just cause. Decisions concerning the future status of the line are within the discretion of the College and not subject to the grievance and arbitration process.

After a unit member has completed six (6) consecutive years on a terminal appointment, the College may only reappoint the unit member to further consecutive years on a renewable appointment. If reappointment is not consecutive with previous employment at the College, the reappointment may be a terminal appointment if it satisfies a short-term curricular need.

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 terminal appointment may be invited 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.

B. Full-Time Renewable Appointments

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

Renewable appointments are for full-time employment for an initial period of three (3) years. Teaching faculty are generally nine- (9-) month positions. Upon successful completion of the initial three- (3-) year appointment, teaching faculty will be renewed for a second three- (3-) year renewable appointment. Upon successful completion of a second three- (3) year appointment, teaching faculty will thereafter be considered for promotion. If promoted, the faculty member will be renewed to five- (5-) year renewable appointments. If the faculty member is not promoted, the faculty member will continue in three- (3-) year appointments with the opportunity to be reevaluated for promotion in the final year of each successive appointment.

If a faculty member on a terminal appointment is appointed to a renewable appointment, the College will provide the faculty member with up to three (3) years of credit from the prior terminal appointment toward promotion.

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

Faculty on renewable appointments are required to teach eighteen (18) credit hours (or contact hours, whichever is higher), per academic year averaged over the length of the appointment. Faculty on renewable appointments may be invited to teach additional classes or credits and, if they accept, will be compensated at the current credit-hour or contact-hour compensation rate. Faculty on renewable appointments are not required to accept assignments over 18 credit hours (or contact hours, whichever is higher), per academic year.

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

Librarian positions are eleven (11-) or twelve (12-) month positions. Librarians are considered exempt employees and are required to work at least thirty-five- (35-) hours per work week. Assistant and Associate Librarians will be appointed to an initial three (3-) year renewable appointment. After the initial three (3-) year appointment, the College may reappoint the

Librarian for a second three (3-) year renewable appointment. After the initial six years of renewable appointments, Librarians who are reappointed will receive contracts of alternating lengths of four and three years with reviews in the penultimate year of each contract. If promoted to the rank of (full) "Librarian", Librarians will receive seven (7-) year renewable appointments with a review in the penultimate year. Evaluations of Library faculty for purposes of reappointment shall follow the same principles and procedures described in the Library Faculty Handbook (which may be amended from time to time).

Librarians of all ranks may teach credit-bearing courses within their work week so long as that teaching can be done while fulfilling their other responsibilities. 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). The Director of the Library has the discretion to approve whether and how often library faculty are permitted to teach.

C. Part-Time Appointments

1. Part-Time Appointments

Except as otherwise provided for with Private Lesson Instructors (addressed below), part-time appointments are not to exceed two (2) courses or the credit equivalent (6 to 8 credit-hours) in a semester; or three (3) courses or the credit equivalent (9 to 12 credit-hours) in an academic year. Part-time unit members receive appointments for either one semester or one academic year. Part-time unit members are not eligible for promotion in rank. The College's decision not to appoint or reappoint a part-time bargaining unit employee for a particular semester is not subject to the grievance and arbitration procedure set forth in Article IX of this Agreement. Part-time faculty are only considered part of the bargaining unit during the term of their appointment.

2. Part-Time Private Lesson Instructors

Part-time appointments for Private Lesson Instructors are for part-time employment, not to exceed seventeen (17) credit-hours in an academic year.

Private Lesson Instructors are not eligible for promotion in rank. The Music Department will be responsible for assigning students to Private Lesson Instructor each academic year.

The College's decision not to appoint or reappoint a part-time Private Lesson Instructor for a particular academic year is not subject to the grievance and arbitration procedure set forth in Article IX of this Agreement.

Section 2. Notification of Course Assignment

Whenever possible, the College will provide unit members assigned to teach in the fall semester with notice of their assigned course(s) by July 1st of that calendar year. Whenever possible, the College will provide unit members assigned to teach in the spring semester with notice of their assigned course(s) by December 1st of the previous calendar year.

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 will endeavor to

provide as much notice as practicable prior to the start of class. The College expressly reserves the right to make changes to course assignments based on enrollment needs, the best interest of the students, and the core needs of the curriculum.

Section 3. Assignment of Courses and Seniority

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

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

For part-time unit members, seniority is defined by a unit member's cumulative semesters under contract at the College. Part-time unit members with a break in teaching at the College may retain their seniority for two (2) 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.

Section 4. Private Music Instruction

5.1 Workload

For the purposes of workload, assignments, and seniority, forty-five- (45-) minute private music lessons of individual instruction are equivalent to a teaching credit of $\frac{3}{8}$ per student and sixty- (60-) minute private music lessons of individual instruction are equivalent to a teaching credit of $\frac{1}{2}$ per student. Senior Recitals are equivalent to a teaching credit of $\frac{3}{4}$ per student.

Teaching credit for Class Study, Small Ensembles, Medium Ensembles, and Large Ensembles shall be determined as outlined in the Teaching Credit for MP courses prepared by the Music Department, which is attached to this Agreement at Appendix "___".

5.2. 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.

5.3. Auditions and Juries

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

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

5.4. Ensembles

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

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

5.5. Music Classes

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

Section 5. Accompanists

Unit members hired as Accompanists are appointed 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.

In the Dance Department, a full-time load will be accompanying four (4) dance classes per semester.

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

Section 6. Implementation

Upon the effective date of this Agreement, all bargaining unit members who have been on a terminal contract for at least six (6) academic years, will be converted to a renewable appointment based on the faculty member's rank as described in Article XXII (Academic Rank). All bargaining unit employees who have been on a terminal appointment for less than six (6) years, will remain on terminal appointments in a manner consistent with this Article.

Section 7. Exit Interviews

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

ARTICLE XXII – ACADEMIC RANK

Section 1. Academic Ranks for Full-Time Faculty

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

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

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

- Visiting Faculty
- Visiting Artist in Residence
- Visiting Writer in Residence

Faculty in terminal appointments are not eligible for promotion.

1.2 Academic Rank for Renewable Appointments (Full-Time)

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

- Teaching Professor
- Artist in Residence
- Writer in Residence

Faculty in renewable appointments are subject to promotion to the following titles:

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

Decisions regarding promotion will be made in accordance with Article [].

1.3 Academic Rank for Librarians

Generally, Librarians will be hired into the title of Assistant Librarian and will be eligible for promotion to the titles of Associate Librarian and Librarian. Evaluations of librarians and decisions regarding promotion will be made in accordance with Article [].

Section 2. Academic Ranks for Part-Time Faculty

Part-time faculty will receive the title of Lecturer. Part-time faculty are not subject to promotion.

Section 3. Implementation

Within ninety (90) days from ratification of this Agreement, the College will assign each bargaining unit member an academic rank that is consistent with this Article. If there is any disagreement about an assigned academic rank, the College and the Union shall meet and

discuss the assignment in good faith in an effort to resolve the dispute, but the decision shall not be subject to the grievance and arbitration process.

All faculty who currently have the title of “Distinguished Artist in Residence” or “Distinguished Writer in Residence” shall retain their title upon implementation of this Agreement.

ARTICLE XXIII – OBSERVATIONS, EVALUATIONS, AND PROMOTION

Section 1. Observations

A. Annual Letters of Evaluation for Full-Time Unit Members

Each year, all full-time unit members will receive an annual letter of evaluation. Annual letters are primarily intended for developmental purposes, but may also inform determinations concerning reappointment or promotion.

To assist Chairs and Program Directors (C/PD) in preparing the annual letter of evaluation, full-time faculty are required to complete their annual report by June 30th or the department deadline, whichever is earlier. The annual report will address accomplishments in teaching, professional activities, and service. The annual report will be submitted through the College's web-based activity reporting system (currently titled Watermark Faculty Success).

Prior to the issuance of the annual letter of evaluation, the C/PD may initiate, or the unit member may request, a developmental observation which may be taken into consideration when developing the annual letter of evaluation. The C/PD or a designee will conduct the developmental observation. The C/PD will use the Class Observation Rubric (see Appendix #__ TBD) for conducting evaluations.

The annual letter of evaluation may be used for future applications for employment, Skidmore annual reports, reappointment at Skidmore, and/or other professional applications, at the unit member's discretion.

In addition to the annual letter of evaluation, the C/PD may conduct an observation of full-time unit members at any time during the term of appointment for the purpose of determining teaching effectiveness in anticipation of a subsequent terminal contract.

B. Evaluation of Full-Time Unit Members on Renewable Appointments

No later than the fall of the final year of a renewable appointment, the C/PD or a designee will conduct an evaluative observation for full-time unit members as part of the assessment for teaching effectiveness. In addition to the evaluative classroom observation, evidence of teaching effectiveness includes student evaluations, materials prepared for the classrooms, and syllabi.

The observation procedure will consist of three components:

- i. In advance of the observation, the bargaining unit member may provide the observer with information related to learning objectives, class dynamics, and any other relevant topics that the bargaining unit member believes may be helpful for the observer to use as part of the observation.
- 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 #__ TBD).
- iii. A post-observation meeting to discuss the observed class. During this time, the observer will share the completed Class Observation Rubric and any feedback from

the session, and the observed unit member will have the opportunity to respond verbally or in writing.

Unit members being observed may request an additional observation session, which may be approved by the C/PD. However, in documenting and evaluating the bargaining unit member's teaching, the C/PD may take into consideration both observed sessions.

The observer will then prepare a letter of observation documenting the observation, feedback, and response to the feedback. Copies of the letter will be provided to the unit member and the office of the Dean of the Faculty for inclusion in the unit member's personnel file.

Artists-in-Residence and Writers-in-Residence will be observed and evaluated in the same manner as tenure track faculty.

Nothing in this section precludes the C/PD or a designee from conducting additional evaluative observations to determine teaching effectiveness. The C/PD or designee will work with the faculty member to coordinate any additional observations outside of the cycle described above.

The letter of observation, 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.

C. Observations for Part-Time Unit Members

Part-time unit members may request a developmental observation during their appointment term. For part-time music performance unit members, the appropriate observation setting is an ensemble or a class. The C/PD or a designee may conduct an evaluative observation of part-time unit members at their discretion for the purpose of evaluating teaching effectiveness.

D. Observations for Librarians

If a librarian is teaching a for-credit course, the Librarian may request a developmental observation, which will be conducted in a manner consistent with this Article. Likewise, the Director of the Library or a designee can conduct an evaluative observation to determine teaching effectiveness.

Section 2. Reappointment Process

A. Reappointment for Full-Time Unit Members on Renewable Appointments

- i. In the fall semester of a candidate's final year of a renewable appointment, the candidate will be provided with an ePortfolio course shell in the College's designated online learning management system.
- ii. On or before September 30th of the relevant year of employment, the candidate will arrange for the fall semester teaching observation(s) in coordination with, and to be conducted by, the C/PD or a designee. Observations should be scheduled before November 15th.
- iii. On or before October 1st of the relevant year of employment, the candidate will submit an ePortfolio containing materials documenting accomplishments in teaching, professional

activities, and service. 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. Prior to the end of the fall semester of the relevant year of employment, eligible members of the department will share with the C/PD their assessments of the candidate's file as it relates to the evaluative criteria for reappointment set out in the Faculty Handbook, Part One, Section VIII.C; this may be done either through the submission of individual letters to the C/PD or through a collective meeting in which the candidate is not present.
- v. On or before January 10th of the relevant year of employment, C/PD 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. The candidate's file will be copied for the ADOF by a designated staff person in LEDS. The consensus letter may take the place of the annual letter of evaluation described in Section 1(A).
- vi. On or before March 15th of the relevant year of employment, the ADOF will make a recommendation to the DOF/VPAA. The DOF/VPAA makes the final decision on reappointment. The DOF/VPAA or designee will inform the candidate and C/PD of the reappointment decision.
- vii. If the candidate is not reappointed, they will be issued a one-year terminal appointment for the academic year following their current year of employment.

B. Reappointment for Librarians

The reappointment process set forth in the Library Faculty Handbook will be followed for the reappointment of Librarians. The College agrees to provide the Union with notice and an opportunity to bargain prior to making any changes to the Library Faculty Handbook that would alter the current process.

Section 3. Fair and Honest Evaluations

Unit members have a right to receive fair and honest evaluations based on a variety of metrics, including classroom observations, student evaluations, materials prepared for the classrooms, syllabi, service contributions and evidence of maintaining currency in the profession/discipline. A unit member who believes they have not received a fair and honest evaluation may file a Grievance pursuant to the Grievance Procedure provided for by this Agreement but may not proceed to arbitration.

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. Student ratings may be used as part of the evaluation process, but student ratings will not be the sole indicator for determining teaching effectiveness.

Section 5. Scholarship and Artistic Practice Requirements

With the exception of AIRs/WIRs and Librarians, 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. Notification

Unit members who require an observation will be notified by their C/PD 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 or designee, so that the unit member may prepare the necessary materials for their evaluation as provided for by this Article of the Agreement.

Section 8. General Statement

The evaluation of any unit member by the 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 9. 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 toward 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., evaluative observations, 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.