# MEMORANDUM OF AGREEMENT SKIDMORE COLLEGE

#### And

#### SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 200UNITED

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

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

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

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

Section 1. Appointment Types and Ranks for Continuing Full-Time Unit Members
All bargaining unit members shall receive an academic rank according to Article XXIII
(Academic Rank) of the Collective Bargaining Agreement. Future reappointments will
follow the observation and evaluation procedures consistent with the provisions of the
Collective Bargaining Agreement

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

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

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

Abbott, Benjamin Bajgain, Suraj Brown, Alexandra

Chase, Tory

Coomes, Casey

Dellis, Nelson

Diamante, Joseph

DiMaio, Megan

Goodpasture, Sophia Louise

Jokiel, Patrick

Kao, Chia-Ying

Kostrzewa, Aneta

Lucas, Matthew

Menkiti, Nwasinachi

Moler, Emily

O'Dell, Kaylin

Schneider, Tatiana

Sehnert, Benjamin

Smith, Rebecca

Soares, Edgard

Taylor, Chelsea

Van Auken, Jennifer

Van Winkle, Michael

Wali, Esma

Willis, Charmaine

Wolin, Daniela

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

Albright, Lynette+

Arora, Neha

Ballard, Joe+

Banks, Stephanie

Berger, Lauren+

Bettigole, Charlie

Buchman, Lindsay

Cottle, Christopher

Crocco, Stephanie+

Dubben, Elizabeth+

Duncan, Teisha+

Garbin, Barbara+

Gildener, Lisa Chalik+

Hamilton, Catharine+

Hussaini, Hajar+

Jasper, Maura

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

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

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

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

Arciero, Karen^
Barnes, Diana^
Brown, Joel
Burke, Colleen^
Chen, Dung-Lan\*
Cortes, Yvette\*
Emery, Michael+
Ernst, Anne^
Hill, Catherine^
Hrbek, Greg

Kendall, Beatrice\*
Kennerly, William^
Krzystyniak, Andrew\*
Linz, Jill\*
Loyola, Beatriz^
Mack, Evan^
Mann Rosan, Rachel^
McCarthy, Peter\*
Schielke, Erika\*
Spinner, Gregory^
Tamagawa, Masami^
Trousil, Rebecca\*
Wilson, Garett

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

## Section 2. Conversion from Terminal to Renewable Appointments

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

## Section 3. Legacy Renewable Appointments

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

## Section 4. Writing Center ESL Specialist and Lecturer

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

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

#### Section 5. Hybrid Positions in the Performing Arts

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

As part of the implementation of the Agreement and in consideration of the parties' negotiations as they relate to part-time non-tenure track faculty, both Susan Kessler and Samantha Garwood will receive a salary increase of 5.0%. The parties agree that this salary increase is in addition to the 3.0% salary increase received by Susan Kessler and Samantha Garwood effective June 1, 2024.

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

Part-time unit members, excluding Private Music Instructors, Accompanists and SILP tutors, will be slotted into the appropriate academic rank based on the cumulative semesters of service of each individual part-time unit member. PMIs, Accompanists and SILP tutors will maintain those titles.

#### Section 7. Salary for Continuing Full-Time Unit Members

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

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

#### Section 8. Retroactive Payment

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

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

#### Section 9. Ratification Bonus

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

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

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

# Section 11. Effective Upon Ratification of Tentative Agreement

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

DATED: 21 251 25

SKIDMORE COLLEGE

By: Sarah Delaney Vero
Sarah Delaney Vero
General Counsel and
Vice President for Human Resources

**SEIU LOCAL 200UNITED** 

By: \_\_\_\_\_\_ Sean Collins Union Representative & Organizer

Faculty Bargaining Committee: