# LABOR/MANAGEMENT AGREEMENT

**between**

SKIDMORE
COLLEGE

**and**

**BRICKLAYERS AND ALLIED CRAFT WORKERS**

**LOCAL NO. 2**

**for the period**

**JUNE 1, 2011 THROUGH MAY 31, 2014**

**BRICKLAYERS AND ALLIED CRAFT WORKERS**
**LOCAL NO. 2**

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## PREAMBLE

This Labor Contract made and entered into the 1st day of June 2011 by and between Skidmore College hereinafter called the "Employer" or the "College," and the Bricklayers and Allied Craftworkers, Local No. 2, and its successors hereinafter called the "Union."

## ARTICLE I
## PURPOSE

**1.1** The purpose of this Agreement is to promote and maintain good relations between the College, the Union and the employees represented by the Union and to make clear the basic provisions upon which such relations depend. It is the intent of both the College and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as resolve misunderstandings or grievances relating to employment. Both the College and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of this Agreement.

## ARTICLE II
## RECOGNITION

**2.1** The College recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to the terms and conditions of employment for all Full-Time, Temporary, or Part-Time Employees with a mason classification at the College's main campus in Saratoga Springs and Greenfield, New York.

## ARTICLE III
## STRIKES, STOPPAGES, AND LOCKOUTS

**3.1** There shall be no stoppages of work either by strikes, lockouts or other actions having the same effect during the life of this Agreement.

## ARTICLE IV
## MANAGEMENT RIGHTS

**4.1** The Employer retains the exclusive right to manage the College, to direct and control the program and work force of the College, to make any and all decisions affecting the College, and to specifically:

1. Plan, direct and control the operations of all work.
2. Decide the number of employees required with due consideration to the proper craft classification thereof.
3. Hire and lay off employees as the College feels appropriate to meet work requirements and/or skills required.
4. Determine work methods and procedures.

5. Require all employees to observe the College's rules and regulations not inconsistent with this Agreement.
6. Require all employees to observe all safety regulations prescribed by the Occupational Health and Safety Act, and the College, and to work safely.

**4.2** The Union understands the extreme importance of keeping operating equipment and units running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to the College. Therefore, the Union will encourage, advise, and direct the employees to exhaust every effort, ways and means to perform work of good quality and quantity.

**4.3** The College and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices.

**4.4** The right of the College to contract with others for services in any area of its operation, in whole or in part as circumstances require, is expressly recognized. The College recognizes the Union's desire to minimize subcontracting of work that can be performed by Skidmore Trades people. The assignment of all such work will be carefully reviewed by the College relative to staffing requirements and current College backlog of work prior to the decision to contract the work outside. The College agrees to notify the shop steward when contractors are contacted to work at the College and to notify the shop steward prior to on-site job commencement.

**4.5** The college agrees that contracting with others will not result in the reduction of the number of regular trades people employed at the College.

## ARTICLE V
## EMPLOYEE DEFINITION

**5.1** Whenever used in this Agreement, "Regular Employees" applies to those employees who work twelve months per year and thirty-five or more hours per week. "Temporary Employees" applies to those employees who work less than twelve months per year and thirty-five or more hours per week; and "Part-Time Employees" applies to all other employee types.

## ARTICLE VI
## EQUAL EMPLOYMENT OPPORTUNITY, DIVERSITY, AND ANTI-HARASSMENT POLICIES

6.1 The Employer and Union agree that all employees must follow the college-wide Equal Employment Opportunity, Diversity, and Anti-Harassment Policy which can be located in Human Resources or on the college web site.

## ARTICLE VII
## EMPLOYEE REFERRAL

**7.1** The College may hire employees from any source when the Union is unable to refer job applicants within 48 hours from the time of request exclusive of weekends and holidays.

**7.2** The College shall have the exclusive right to reject an applicant for employment.

**7.3** The College agrees that all employees covered by this Agreement shall become and remain members of the Union as a condition of employment from and after the thirty-first day following their employment date.

**7.4** The College recognizes that the Union reserves the right to discipline its members for violation of Union laws, rules and regulations.

## ARTICLE VIII
## VACANCY APPOINTMENTS

**8.1** When a vacancy occurs, Regular Employees with a satisfactory job performance have the right to bid for the vacancy on the basis of qualifications and seniority. Appointment to the vacancy shall be determined by seniority when the skills and ability of the applicants are relatively equal. Ability among many factors shall include demonstrated ability to productively work alone, a positive attitude, and diplomacy in stressful situations. Prior to an appointment on a basis other than seniority, a discussion will be held between the Director of Facilities Services and the Business Agent.

## ARTICLE IX
## SENIORITY

**9.1** Seniority for Regular Employees shall be based upon date of hire as a Regular Employee. Seniority for Temporary or Part-Time Employees shall be based upon the concept of "first hired last to go" provided employee performance and skills, as determined by the College**,** is acceptable to the College.

## ARTICLE X
## GENERAL ITEMS

The following items shall apply to Regular Employees.

**10.1 OVERTIME**

The College agrees to pay double the employee's regular rate of pay for hours worked in excess of seven hours per day, for hours worked in excess of 35 hours per week, and for holidays. For overtime calculations, a paid holiday shall be considered a day worked. This provision applies to both Regular and Temporary Employees.

**10.1.1** Acceptance of overtime constitutes an obligation and failure to report or call shall be treated as a no-call, no-show under Article X, Section 10.12. Failure by an employee to fulfill an overtime obligation will result in that employee being moved to the next step of Article X, Section 10.14, Discipline Procedure, from the step at which the employee is at that time.

**10.2 WORKWEEK**

The payroll week shall begin at 12:00 a.m. on Saturday and shall consist of 7 hours per day and 5 days per week.

**10.2.1** The first shift shall normally be defined as 8:00 a.m. to 3:30 p.m. with specific work schedules defined at the time of employment. Work hours may be changed by a maximum of 2 hours by mutual consent between the affected employee(s) and the immediate supervisor.

**10.2.2** The work schedules of all current Regular Employees are defined as first shift, Monday through Friday.

**10.2.3** All future work schedules will be five consecutive days, Monday through Saturday. Work hours will be discussed with the Business Agent and be determined by the College at the time of job creation.

**10.2.4** Every employee working seven (7) or more hours per shift covered by this Agreement shall be given one rest period of thirty (30) minutes each during his/her regular shift in every work day without loss of pay. The immediate supervisor of the employee shall designate the break time. The place for said break is to be determined by agreement between the immediate supervisor and the Leadperson of each unit.

**10.2.5** There will also be a non-paid one-half hour lunch break approximately halfway through the work schedule for all employees.

**10.3 PAYDAY**

Payday is bi-weekly as per published schedule.

**10.4 EMERGENCY CALL-IN**

Any Regular Employee who has already left the premises of the College and is then called in to work or called at home by a manager with a question, shall be paid at least the equivalent of three (3) hours overtime rate for each call in. Each Regular Employee will be given the opportunity to sign-up for emergency call-ins. If no employee voluntarily signs up to be on call, management will implement a mandatory assignment based on a reversed seniority rotation. If the supervisor on-duty is not successful in reaching the on-call employee, the supervisor on-duty may choose to call other employees or a vendor to address the emergency.

**10.5 RESIGNATIONS**

The Union recognizes the responsibility that all employees resigning their positions are expected to give the College two weeks notice.

**10.5.1** A Regular Employee, who is laid off by the College through no fault of his/her own, will be given two weeks' notice.

**10.5.2** When the operational needs allow, the College will make every effort to layoff Temporary Employees on a normally scheduled payday. Final paychecks will be processed on the next normally scheduled payday and mailed to the affected employees' home addresses.

**10.6 DISPUTES AND HEARINGS**

In the event that a dispute should arise concerning any provision of this Agreement between the College and the Employees or between the College and the Union, such disputes shall be resolved as provided here through the grievance procedure.

**10.7 LEADPERSON**

A Leadperson shall be designated provided there is an employee willing to act as Leadperson and meets the criteria in 10.7.1 when three or more employees are in the classification. Selection of the person to this designation shall be at the sole discretion of the College. The rate differential for the Leadperson shall be $1.00 per hour in excess of their regular base rate. The lead differential shall be used in overtime calculations.

**10.7.1** A Leadperson's responsibility shall be to aid the supervisor in developing schedules, ensuring compliance with work scheduled, reviewing work accomplishment, relaying information/direction to and from the supervisors/employees, assisting in preparing work reports, training other employees in safe and efficient work practices, and other similar activities. It is understood that the Leadperson shall not hire, fire, or relay disciplinary action to any employee but may advise the supervisor of infractions and violations.

**10.8 JURY DUTY**

The College agrees to compensate Regular Employees required by law to serve as jurors for the difference between the employee's base rate of pay and the fee received for service as juror. Employees are not required by the employer to report to the College on the days of such service except in the event they are excused early, then the employee must report for regular duty within a reasonable time after such excuse. This benefit will not be paid until the College receives the certification and the primary responsibility for obtaining it from the Court Clerk shall rest with the employee.

**10.9 PROBATION**

The first ninety (90) working days of regular employment shall be a period during which the employee may be discharged without access to grievance procedure by the Employee or Union. If requested by the College or the Union, consent to a thirty (30) working day extension to this probationary period shall be granted. There shall be no fee required for obtaining employment. The probation period is a time for employment trial and training.

**10.10 JOB PERFORMANCE**

Satisfactory job performance is the responsibility of the employee. It is recognized the employer will provide required safety equipment and training. For purposes of this agreement, job performance is to include absenteeism and tardiness, complying with all state and local codes, complying with the College's safety procedures, using or wearing assigned and available safety equipment as provided by the supervisors. Supervisors, lead personnel and craft employees will treat each other with mutual respect and professionalism. Unacceptable job performance will be

determined by the employer and shall be subject to the appropriate disciplinary action as agreed to within this agreement.

**10.11 ABSENTEEISM/TARDINESS**

The Union and Employer agree that responsibility for absenteeism and tardiness rests solely with the employee. It is agreed that abuse in these areas is unacceptable and that Union and Employer will jointly work to correct any abuse. It is further agreed the Employer shall warn and progressively discipline any employee whom the Employer believes has abused this policy. Such discipline shall be in accordance with the Disciplinary Procedures (Article X, Section 10.14 within this agreement).

An employee absent from duty because of illness must notify his/her immediate supervisor, at the work site or at home, at least one hour before the start of their assigned shift. If unable to reach the supervisor, the employee must leave a voice message on the supervisor's telephone.

A doctor's certificate may be required at the discretion of the employee's supervisor and/or department head for any sickness greater than three days. Any dispute regarding the abuse of absenteeism or tardiness shall be subject to the grievance procedure.

**10.12 NO-CALL, NO-SHOW**

It is the responsibility of the employee to notify his/her supervisor a minimum of one (1) hour before the start of their shift if there are circumstances that prevents an on-time arrival at work. An employee who has not been granted paid leave and fails to call or report to work within 30 minutes of the start of the assigned shift will be considered a no-call, no-show. Paid leave programs cannot be drawn upon to cover any instance of a no-call, no-show.

Any employee experiencing three (3) consecutive "no-call, no-shows" will be deemed to have submitted a voluntary resignation and therefore may be terminated from the College.

**10.13 MISCONDUCT**

It is agreed that there are cases of employee misconduct that require immediate disciplinary action including suspension and/or discharge. Such misconduct is a Disciplinary Procedure Infraction and would include, but not be limited to:

- Drunkenness, drinking or sleeping on the job;
- Failure to comply with a direct order given by a supervisor for work within an employee's job description except where a safety violation exists;
- Theft of, misappropriation of, or intentionally damaging College property;
- Unauthorized removal of real or personal property of students, College employees, invitees, and others at any time;
- Physical molesting or assaulting another employee, students, College employees, invitees, and others at any time on College property;
- Use or sale or distribution of any material defined in the New York State Penal Code as a controlled substance or narcotic, unless such use is prescribed by a physician during hours of work, or at any time on the property of the College;
- For just cause;
- Failure to follow designated safety procedures;
- Violation under the Unlawful Harassment Policy, which includes Sexual Harassment or Equal Opportunity, Affirmative Action and Diversity Policies.

- Violation under the Workplace Violence Policy

In cases of immediate suspension, the employee will be notified in writing by his/her supervisor of the reasons for the suspension. A copy of this notification will be provided to the Union's Business Agent. Any disagreement to the nature and/or severity of the infraction and resulting disciplinary action will be subject to the grievance procedure.

**10.14 DISCIPLINE PROCEDURE**

Except for No Call, No Show, (Article X, Section 10.12) and Misconduct (Article X, Section 10.13), the standard procedure for discipline and/or discharge for any infractions within this agreement shall be as follows:

1. The first infraction will result in a written warning which the employee will sign as an acknowledgement.
2. The second infraction within twelve (12) months of the first infraction will result in a second written warning.
3. The third infraction within twelve (12) months of the second infraction will result in a final written warning and may include a suspension without pay for up to 5 days subject to the review of the Director of Human Resources.
4. The fourth infraction within twelve (12) months of the third infraction may result in discharge subject to the review of the Director of Human Resources.

The employee, supervisor and shop steward will sign all warnings. A copy is to be given to all signees and the Director of Human Resources. Nevertheless, these instances will be counted as an infraction within this standard procedure as provided for within those sections.

**ARTICLE X**
**SECTION 10.15**

**10.15 ABSENCE PROGRAM**

The College agrees to provide Regular Employees with eight (8) absence leave days per year based on the employee's regular hire date. These days will be credited to eligible employees each year on their regular hire date.

Regular Employees must use their Absence Leave in 30 minute blocks. Hours in an employee's absence bank must also be taken in at least 30 minute blocks. Absence base hours must be used before the absence bank is used.

In addition, Absence Leave shall be defined as regularly scheduled days exclusive of overtime hours and shall be used for sick time exclusive of vacations, personal days, holidays, bereavement days, workers compensation cases, and disability situations after the initial five (5) work days of absence for each disability. An employee may choose to use Absence Leave, or any other paid leave hours available, for the first five days waiting period for NYS Disability absences. In the event an employee does not designate which paid leave to use for their Disability waiting period prior to their disability, absence leave will be automatically charged.

These days shall include all days available from the "bank" noted below. During any year in which an employee has used all available credited and banked days, further absences will be unpaid. It is agreed that employees must request absence leave prior to or at the start of their shift unless there is an onset of illness or notification of a personal emergency during the assigned shift.

**10.15.1** Credited days noted above remaining as of the first day of a year following the employee's regular hire date will be paid to each employee at the rate of pay for the year in which they were earned. If an employee chooses, he/she may "bank" all or a portion of these days for use toward covering future absences in lieu of being paid. The bank shall not exceed the equivalent of twenty-two (22) days of each employee's regular workdays for those employees with less than five (5) full years of continuous employment. For those employees with more than five (5) years of continuous employment, the bank shall not exceed thirty (30) days.

**10.15.2** In the event of an employee's resignation, retirement, or death while employed, a Regular Employee may redeem all remaining absence hours in cash at his/her then prevailing rate of pay. In the case of death, the payment will be made to the estate.

It is understood that an employee who uses up his/her absence allotment and bank days will not be paid for subsequent absences. Each single day of unpaid absence, or consecutive days of unpaid absence, in which the employee is not available for scheduled employment shall be considered an infraction within the meaning as established within Article X, Section 10.14, Discipline Procedure.

**10.16 DISABILITY LEAVE**

The College will provide supplemental disability benefits to all permanent full time and part time employees. The supplemental payments which begin on the 8th consecutive calendar day of absence due to illness or injury shall equal the difference between the employee's full regular wages, excluding overtime and shift differential and the payments under the employer's basic disability plan according to an employee's length of service. Length of service will be based upon time worked as a Regular Employee.

| Length of Service | Supplemental Pay Duration |
|---|---|
| At least one full year | l week |
| At least two full years | 4 weeks |
| At least three full years | 7 weeks |
| At least four full years | 10 weeks |
| At least five full years | 13 weeks |

Supplemental benefits are not cumulative from contract year to contract year. The amount allowed will be determined according to the contract year in which the disability began.

**10.17 REASSIGNMENT**

It is agreed that, at the College's option, a Regular Employee absent from work due to a work related injury or disability may be required to return to work and placed in any Facilities Services non-Local 200United work assignment subject to medical restrictions, for a time period not to exceed three months. It is further agreed the affected employee shall be paid his/her regular classification compensation during this time period. The College and the Union recognize that even though the employee may be assigned outside of the bargaining unit, it is agreed that said employee remain a bargaining unit member.

**10.18 MILEAGE REIMBURSEMENT**

It is agreed that employees covered by this Agreement, whether regular or temporary, shall be reimbursed for use of their personal vehicle provided such use is for College required transport of material or tools. Such reimbursement shall be at a rate established annually by the College.

**10.19 LABOR MANAGEMENT COMMITTEE**

Labor Management Committee shall meet as either party identifies agenda items, to discuss suggestions made by the College and/or the Union, for improving working relations, and to review and make recommendations. The Director of Human Resources shall chair this committee.

**10.20 LOCKERS**

The College agrees to provide each member of the Union an individual locker in or near their designated shop area.

**10.21 UNIFORMS AND SAFETY SHOES**

Employees are required to wear uniforms and footwear as provided by the College during work hours. The College will provide each employee with seven (7) job classification appropriate shirts which will be replaced annually or as needed. The College will reimburse up to $150 annually toward the purchase of uniform pants. The employee will acknowledge receipt of the shirts and will return them upon leaving their employment with the College. Reinforced toed safety shoes will be provided and will be replaced every three years or as needed. Employees will have the ability to select appropriate shoes under guidelines provided by the College.

## ARTICLE XI
## WAGES

**11.1** The College agrees to the following rates of pay per hour.

| Effective Date | Regular Masons | Temporary or Part-Time Masons |
|---|---|---|
| June 1, 2011 – May 31, 2012 | $26.20 | 75% of Journeyman |
| June 1, 2012 – May 31, 2013 | $26.79 | 75% of Journeyman |
| June 1, 2013 – May 31, 2014 | $27.41 | 75% of Journeyman |

The College will pay a $.50 per hour differential ($0.75 beginning in year three (3)) to employees who are regularly scheduled to work other than the first shift. Where the majority of work hours are outside the first shift, the differential will be paid for all hours worked. The shift differential shall be considered as part of the base wage for the purpose of overtime calculation.

The College further agrees that when the classification "Leadperson" is applicable (see Article X, Section 10.7), said classification shall receive a rate of pay $1.00 per hour in excess of the regular rate of pay. The Union shall have the right in the second and third years of this Agreement to redistribute a portion of wages to benefits.

## ARTICLE XII
## BENEFITS

**12.1** The following benefits apply to Regular Employees:

**HOLIDAYS**

| | |
|---|---|
| New Year's Day | Day after Thanksgiving Day |
| Martin Luther King Day | Day before Christmas Day |
| Memorial Day | Christmas Day |
| Independence Day | Day before New Year's Day |
| Labor Day | Employee's Birthday |
| Thanksgiving Day | |

**12.1.1** One floating holiday may be granted to each Regular Employee of the bargaining unit provided that the department's workload, as judged solely by the department head, will permit an employee's absence without the need to employ a replacement.

**12.1.2** If any Holiday set forth in this Agreement falls on a Saturday or Sunday and is generally observed on the following Friday or Monday, said Friday or Monday shall be deemed to be the Holiday for purposes of this Agreement.

**12.1.3** Any employee whose regular day off, or one of whose regular days off falls on a holiday, or who was on vacation on such a holiday, shall receive an additional day's pay, or another day off as compensatory time by mutual consent.

**12.1.4** To receive Holiday pay, an employee must work the day before and the day after a holiday, provided he/she is regularly scheduled.

**12.2 VACATIONS**

Regular Employees are eligible for vacation leave that is earned on an employee's regular hire date, on a prorated basis per month. Vacations are not cumulative and must be taken no later than the day prior to the regular hire date following the year in which the vacation days are earned. The College agrees that, on the employee's regular hire date, up to 5 remaining vacation days may be cashed out at the prevailing wage rate. Vacations shall be scheduled at a time mutually acceptable to both employee and employer and shall take into consideration the College's work schedule. Vacations require the supervisor's approval.

- first full year through 5 years — 2 weeks
- after 6 years through 11 years — 3 weeks
- after 12 years — 4 weeks

**12.3 INTERNAL SCHOLARSHIP TUITION PROGRAM**

Regular employees, their spouses, and legally dependent children who meet admission standards are eligible to receive free tuition for undergraduate course work on a credit or non-credit basis at Skidmore College providing there is space available in the class. Legally dependent children are those who qualify as dependents under the IRS code. Registration fees, cost of private instruction, laboratory fees, activity fees, and other special fees are not included in the tuition benefit.

Employees must complete the appropriate tuition waiver request form, which is available in Human Resources, when enrolling in any class. Employees must apply for all eligible financial aid available to the student from state or federal sources through the Office of Student Aid and Family Finance in order to receive the tuition benefit. This Program shall be administered to union employees as it is to non-union employees. The existence and continuation of this Program rests solely with the College. The Internal Scholarship Tuition benefit ceases at separation of employment.

**12.4 TUITION EXCHANGE PROGRAM**

Regular Employee's legally dependent children are eligible to participate in the College's Tuition Exchange Program on the same basis as dependents of the College's non-union staff as long as such a program exists. Regular Employees must have at least three (3) years of consecutive full time employment for their dependent children to be eligible for this Program. Legally dependent children are those who qualify as dependents under the IRS code. Information and applications for this Program can be obtained in the Student Aid/Family Finance Department. The existence and continuation of this Program rests solely with the Employer. The Tuition Exchange benefit ceases at separation of employment.

**12.5 PERSONAL LEAVE**

Each Regular Employee shall be granted up to four (4) days on the employee's regular hire date each year, with pay, to be used for the transaction of unusual business that cannot be transacted during regular time off. These days must be used in units of one (1) hour, or half day increments, and are not to be charged against either sick leave or vacation time. Except in case of emergency, a request in writing shall be made forty-eight (48) hours in advance. No part of such personal leave shall be used for striking, picketing, or boycotting.

**12.6 BEREAVEMENT DAYS**

A Regular Employee who is absent on a regular work day because of the death of a spouse, parent, stepparents, child, step-child, sister, brother, mother-in-law, step-mother-in-law, father-in-law, step-father-in-law, natural grandparents, grandparents of a spouse, grandchildren, qualified domestic partner, brother-in-law, sister-in-law, or any other relative living in the home shall receive pay for up to four (4) such working days lost but not to exceed two days after the funeral.

To certify Domestic Partner status, you must supply three of the following items (at least two of the three items must be from List A) as proof of financial interdependence to Human Resources. Documents must show they have been in existence for at least the last six months.

| List A | List B |
|---|---|
| Joint obligation of a loan | Joint bank account |
| Joint ownership of your residence | Joint credit or charge card(s) |
| Designated as beneficiary under the others' life insurance policy, retirement benefits, will or executor of each other's will | Status as authorized signatory on the partner's bank account, credit card or charge card |
| Joint renter's or home owner's insurance policy | Other proof establishing economic interdependence |
| Joint lease agreement | |
| Health care proxy | |

**12.7 WELFARE FUND**

The College agrees to contribute the following to the Mason's Welfare Fund for every Regular Employee:

| Effective Date | Hourly Rate |
|---|---|
| June 1, 2011 – May 31, 2012 | $4.65 |
| June 1, 2012 – May 31, 2013 | $5.01 |
| June 1, 2013 – May 31, 2014 | $5.41 |

**12.8 WORKERS' COMPENSATION**

The College, at no cost to the employee, agrees to cover the employee under the New York State Workers' Compensation Program.

**12.9 PENSION FUND**

The College agrees to contribute $6.25 per hour the 1st year of the contract, $6.35 per hour the 2nd year of the contract, and $6.45 per hour the 3rd year of the contract to the Mason's Pension Fund for every Regular Employee:

**12.10 VACATION FUND – TEMPORARY EMPLOYEES**

The College agrees to withhold $1.00 per hour for the Mason's Vacation Fund from every Temporary Employee's wages.

**12.11 I.U. PENSION FUND**

The College agrees to contribute $.40 per hour to the I.U. Pension Fund for every Regular Employee.

**12.12 TEMPORARY OR PART-TIME EMPLOYEE BENEFITS**

Employees classified as temporary or part-time shall receive total benefits contribution by the College as prescribed for Journeyman. The Union agrees to provide the College, on an annual basis, a letter outlining the Journeyman's rate of pay together with a breakdown of benefits and costs related with each. Said letter shall also specify the address to which benefits contribution should be mailed.

**12.13 SPECIAL NOTE ON BENEFITS**

The College agrees that the Union may change the monetary value stated within Article XII, Benefits, with the understanding that such a change will be balanced by a change in Article XI, Wages.

## ARTICLE XIII
## GRIEVANCE PROCEDURE

**13.1** The representatives of the College and the Union seek and encourage the open, honest and timely discussion of problems and concerns. Both parties are responsible for making prompt and earnest efforts to informally resolve issues as they arise. If informal problem solving is unsuccessful, the formal grievance procedure may be utilized to resolve issues, problems, disputes arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.

**13.1.1 Definition of Grievance**: A grievance is defined as a complaint involving an alleged violation(s) of a specific provision(s) of this Agreement. The grievance procedure is designed to afford a fair method of resolution, and all claims that this Agreement has been violated shall be subject to the following general guidelines and grievance steps procedures.

**13.1.2 General Guidelines**: Only one subject matter shall be addressed in any one grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the date the incident or violation took place, the specific section or sections of the Agreement involved, and the relief sought.

**13.1.3** An employee will have his/her designated Union representative represent him/her at each step of the formal grievance procedure. If an employee brings any grievance to the College's attention without first having notified the Union, the College representative to whom such grievance is brought shall immediately notify the designated Union representative and no further discussion shall be had on the matter until the appropriate Union representation has been given notice and an opportunity to be present.

**13.1.4** All formal grievances must be presented promptly in writing, in accordance with the published procedure and no later than fourteen (14) days from the date that the Grievant met with the immediate supervisor as part of the informal grievance procedure.

**13.1.5** At any step of the formal grievance process, the time limits may be extended with the written agreement of Union divisional officers and/or Union Business Representative and the Director of Human Resources or designee. The extension agreement must specify the length of the extension and the reason for the extension. The right of appeal no longer exists when a decision has been made and a timely appeal has not been filed.

**13.1.6** The parties will make a good faith effort to handle filed grievances and investigations in a confidential, courteous, and professional manner.

**13.2 INFORMAL GRIEVANCE PROCEDURE**

Within seven (7) calendar days, of when the aggrieved employee first became aware of, or should have become aware of, the cause of grievance the employee shall first meet informally, with union representation and with the immediate supervisor to discuss the problem which may give rise to a formal grievance. The goal of this informal discussion is to provide both parties opportunity to explain their perspectives on the problem in order to explore possible options for resolution, and to jointly resolve the problem. If the issue is unresolved, the employee may pursue resolution by documenting the basis of the complaint and initiate action through the formal grievance procedure outlined below:

**13.3 FORMAL GRIEVANCE PROCEDURE**

STEP 1: Within seven (7) calendar days of receipt of the written grievance, the Supervisor will conduct a meeting with the Grievant and his/her Union representative to hear and discuss the grievance. The Supervisor will return a written decision, including clear, concise rationale, to the Grievant and his/her representative within seven (7) calendar days.

STEP 2: If dissatisfied with the Supervisor's response in Step 1, the Grievant may appeal to the Department Head or other individual designated by the Department Head, within seven (7) calendar days from receipt of the answer to Step 1. The Department Head will meet with the

Grievant and Union representative and the Supervisor to hear and discuss the grievance within seven (7) calendar days. The Department Head will submit a written response, including clear, concise rationale, to the Grievant within seven (7) calendar days of the meeting.

STEP 3: If the grievance is not resolved in Step 2, the Union Business Representative or designee may appeal to the Director of Human Resources, provided the following criteria are met: An appeal with documentation must be filed with the Director of Human Resources within fourteen (14) calendar days to activate the Step 3. The documentation will include a rebuttal of the Department Head's decision. The Union representative(s), the Department Head and the Director of Human Resources shall meet at a time mutually *convenient* for the purpose of resolving the dispute. This meeting shall be held within fourteen (14) calendar days of receiving the request. Within seven (7) calendar days following the meeting, the Director of Human Resources will render a decision regarding the disposition of the grievance with a copy sent to the Union Business Representative.

STEP 4: If the grievance is not satisfactorily resolved in Step 3, the Union has forty-five (45) calendar days after receipt of the Step 3 response to submit the matter to the American Arbitration Association but only in accordance with all of the following terms and conditions:

1. The submission to the arbitrator must be made in writing by certified mail, with a copy to the Director of Human Resources.

2. The arbitrator will not have any authority or power to add to, delete from or modify in any way any provision of this Agreement.

3. The decision of the arbitrator will be final and binding.

4. The cost of the arbitrator’s service will be borne equally by the College and the Union, excluding attorney's fees.

## ARTICLE XIV
## AGREEMENT DURATION

**14.1** This Agreement shall be effective from June 1, 2011 through May 31, 2014 and from year to year thereafter unless either party gives notice in writing to the other, not less than sixty (60) days prior to May 31, 2014 or any subsequent May 31 corresponding to a succeeding year of renewal.

## ARTICLE XV
## AGREEMENT EXECUTION

**15.1** This Agreement shall be binding on the parties hereto and their successors or assigns. The undersigned are duly authorized representatives of Skidmore College and The Bricklayers and Allied Craftworkers, Local No. 2, and hereto have executed this Agreement on the date and year indicated below.

## ARTICLE XVI
## SIGNATURES

**FOR THE COLLEGE:**

| | |
|---|---|
| Barbara E. Beck<br>Associate Director for Finance and Administration and<br>Director of Human Resources and Negotiator | Date |
| David Spokowski<br>Assistant Director for Benefits Administration and<br>Labor Relations | Date |

**FOR THE UNION:**

| | |
|---|---|
| Robert Mantello<br>President and Negotiator, Local No. 2 | Date |
| Michael Suprenant<br>Field Representative and Negotiator, Local No. 2 | Date |
| Dean Senecal<br>Shop Steward and Negotiator, Local No. 2 | Date |