

**Agreement Between**

**Vermont State Colleges and**

**Vermont State Colleges United Professionals**

**Supervisory Unit**

**AFT Vermont, Local 6217, AFL-CIO**

**July 1, 2021 – June 30, 2022**

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## PREAMBLE

The Vermont State Colleges and the Vermont State Colleges United Professionals hereby enter into this collective bargaining agreement as of the date of ratification.

While this Preamble creates no contractual rights or obligations on either side, the Colleges willingly recognize the importance of the supervisory staff to the excellence of the Colleges, and considers their contribution an integral part of the Colleges' mission to provide quality education for the citizens of Vermont and others. Similarly, the Union recognizes the obligation of the Colleges to the citizens of Vermont, the students, and their families, to provide such education and to administer the system in a cost-effective, efficient and professional manner.

## ARTICLE 1

### RECOGNITION

1. The Colleges recognize the Union as the exclusive bargaining representative for all full-time and regular part-time supervisory (SUP) employees at the four campus-based colleges as certified by the Vermont Labor Relations Board in its Order of Certification in Docket No. 01-46, dated May 8, 2002. It is also recognized that at the time of ratification of this *Agreement* certain other positions had been agreed upon as being in the bargaining unit. Except as set forth in Article 2A, temporary employees, as defined in this *Agreement*, are not members of the bargaining unit.
2. It is also recognized that from time to time the Colleges may create new positions that may or may not be made part of this unit. Whenever such a new position is created, the Colleges will notify the Union of the new position and provide a copy of the position description and also its determination as to whether the position is appropriately in the bargaining unit. If the Union disagrees with the Colleges' determination, it may meet and confer with the Colleges over such placement issue. The Union shall notify the Colleges of its disagreement and its interest in discussing the new position within ten (10) days of receipt of the Colleges' notification of the new position. If the parties cannot agree on whether or not a position is in the unit, then a unit clarification petition may be filed with the Vermont Labor Relations Board in order to resolve the issue.
3. Within the context of the provisions of the collective bargaining laws of the State of Vermont, and without depriving any person of any of the rights guaranteed by such laws, it is agreed by the parties that any bargaining over matters of wages, hours or conditions of employment will be carried on exclusively with and only with the Union.
4. The Colleges will not cite bargaining history against the Union if the Union files a unit clarification petition with the VLRB over the addition of other locations to the bargaining unit.

## ARTICLE 2

### DEFINITIONS

1. **Board**: The Board of Trustees of the Vermont State Colleges.
2. **College**: A campus-based institution that is a member college or university of the Vermont State Colleges.
3. **Colleges**: All of the campus-based institutions collectively.
4. **Vermont State Colleges**: Refers collectively to the Board of Trustees, the Office of the Chancellor and the Colleges.
5. **Union**: The Vermont State Colleges United Professionals (VSCUP).
6. **Chancellor**: The Chief Executive Officer of the Colleges.
7. **President**: The Chief Executive Officer of a College or a person acting in that capacity duly appointed and authorized by the Board.
8. **Parties**: The Vermont State Colleges and the Vermont State Colleges United Professionals (VSCUP).
9. **Manager**: An individual who holds managerial and/or supervisory responsibility and who is not a member of the unit.
10. **Supervisor**: An individual as defined in 3 VSA Section 902 (16).
11. **Employee**: Except when appearing in conjunction with a modifying adjective that specifically identifies non-bargaining unit personnel (e.g. managerial, confidential, etc.), refers to an employee who is a member of the bargaining unit.
12. **Full-time employee**: An employee who is hired to work on a regular basis at 0.8 FTE or higher.
13. **Regular part-time employee**: An employee who is hired to work on a regular basis of at least 0.5 FTE but less than 0.8 FTE. Only regular part-time employees and full-time employees are members of the bargaining unit.
14. **Temporary employee**: An individual who is appointed to a position with limited assignments and/or for a limited period of time – not to exceed ten (10) months – with no commitment that the appointment will be extended or repeated; or, an individual who is hired to replace a bargaining unit employee who is on a leave of absence and is expected to return. See also Article 2.A.--Temporary Employees.

15. **Day**: Monday through Friday excluding official College holidays.
16. **Spouse**: A lawful spouse of an employee or an employee's partner in a Civil Union certified under the laws of the State of Vermont.
17. **On Call**: A requirement by the College that an employee, during off duty hours, be reachable by phone or beeper within fifteen (15) minutes of being called, and report for duty where needed within one (1) hour of being reached, or normal commuting time between the employee's home of record and duty station, whichever is greater.
18. **Notice**: Where notice to the Union is required, it shall be provided to the President and the Chapter Chair. In addition, unless otherwise specified, notice may be provided by electronic means.
19. **Exempt**: An employee who is not entitled to overtime pay per the Fair Labor Standards Act (FLSA).
20. **Nonexempt**: An employee who is entitled to overtime pay per the Fair Labor Standards Act (FLSA).

## ARTICLE 2.A

### TEMPORARY EMPLOYEES

The provisions of Article 2 Section 14 of this *Agreement* related to temporary employees apply only to temporary employees in positions that have been categorized as VSCUP bargaining unit. If the VSC wishes to retain a temporary employee beyond the 10-month period specified in Article 2 Section 14 herein, the occupant of the temporary position shall become a bargaining unit member. The union shall be notified if a temporary employee under the circumstances described above is to be retained beyond the 10-month period. If the extension is to maintain the temporary position for a limited period beyond the 10-month limit, no posting for the temporary job extension is required.

Such temporary position may be extended one (1) time, unless exceptional circumstances are present and documented, for up to an additional 6-month period for the purpose of completing the work associated with the position. If the intent of the VSC is to make the temporary position permanent, job posting requirements contained in this *Agreement* apply.

The above does not apply to temporary employees who are hired to replace a bargaining unit employee who is on leave of absence and expected to return.

If a temporary position becomes permanent, the employee's official date of hire will be no later than 10 months after the first temporary hire date

### ARTICLE 3

#### NON-DISCRIMINATION

1. The parties will not discriminate against any employee by reason of age, race, creed, color, gender, gender identity, sexual orientation, religion, ethnicity or national origin, veteran status, disability, union membership or non-membership or activity, political beliefs or activity, or other unlawful criteria as are defined under applicable law.
2. The parties also agree that sexual and other harassment based on protected status is a form of discrimination and will not be tolerated.
3. Nothing herein shall preclude a College from imposing discipline on an employee for engaging in discrimination or other forms of misconduct.

### ARTICLE 4

#### MANAGEMENT RIGHTS

1. Unless otherwise expressly modified by this *Agreement*, all the customary rights, powers, functions and responsibilities of the Board, whether or not possessed or exercised by the Board prior to the execution of this *Agreement*, shall be retained exclusively by the Board and, in its discretion, may be exercised by the Board acting directly or through its authorized agents, including the Chancellor, Presidents and other managers and supervisors. Such rights and responsibilities shall include but not be limited to the right:
  - a. To determine the number and types of employees to be hired; to decide whether or not to fill existing vacancies;
  - b. To discipline and discharge employees subject to the just cause provisions of this *Agreement*;
  - c. To assign and schedule work to employees and to determine the location of such work assignments;
  - d. To layoff, recall, transfer, promote and demote employees;
  - e. To classify and reclassify employees and positions;
  - f. To determine the job content and qualifications for positions;
  - g. To require training of employees;

- h. To determine the technology, tools and equipment to be used in the performance of the job duties and to introduce and utilize new technology, tools, and equipment to be used in the performance of job duties;
  - i. To determine the organizational structure; to reorganize, enlarge, reduce or discontinue a function, position or department in a manner which shall not be inconsistent with the provisions of this *Agreement*;
  - j. To take such action as necessary to maintain the efficiency of operations;
  - k. To make rules, regulations, policies and procedures, including those relating to rules of conduct, and to modify such rules, regulations, policies and procedures from time to time provided they do not conflict with the *Agreement*;
  - l. To determine the means, methods, budgetary and financial procedures and personnel by which operations are to be conducted and to modify such procedures from time to time; and
  - m. To take such actions as may be necessary in cases of emergencies.
2. The exercise of any management right or function in a particular manner shall not preclude exercising the same in some other manner which does not expressly violate a specific provision of the *Agreement*. The failure to exercise any function reserved to it shall not be deemed a waiver of its right to exercise same.
3. Nothing in this *Agreement* shall be construed to limit the right to have administrators, managers, supervisors and other non-unit personnel, as well as students and volunteers, perform work that has been or could be done by unit personnel. In exercising this right, it is not the Colleges' intent to erode the bargaining unit. While not grievable, the Colleges' intent may be a topic of discussion between the two parties, and the Union may request a meeting with the President or her/his designee to discuss any such concerns.
4. Wherever notice or posting is required in this *Agreement* to be accomplished by postal service mail or the placing of paper notices on bulletin boards, such requirements may be met electronically through e-mail to the intended recipient(s). If any required notice to an individual employee is made by e-mail, it shall be with return receipt requested.



## ARTICLE 5

### UNION RIGHTS

1. **Individual Agreements.** Rights and benefits of the employees set forth in this *Agreement* are part of any individual contract or notice of employment or intent to employ. In the event of a conflict between an individual appointment letter or contract and this *Agreement*, the provisions of this *Agreement* shall supersede the individual appointment letter or contract.
2. **Bulletin Boards.** Each College shall designate suitable space at which a bulletin board may be erected for Union purposes and at Union cost, or shall designate reasonable space on an existing bulletin board for use by the Union. Posting on all such bulletin boards shall be made by or at the direction of a union representative at each College, who shall furnish copies of all postings to a designated College official for College records. All such postings shall clearly indicate sponsorship by the Union. The Union may not use the bulletin boards for organizational activity or notices, nor shall it post anything that is defamatory or inappropriate. Further, it shall not post anything that is disparaging of the administration or VSC employees.
3. **College Facilities.** Union representatives may use a College's meeting spaces when available, typewriters, duplicating equipment, calculators, computers, campus mail, and email under reasonable guidelines set forth by the designated administrator, providing the Union shall pay monthly to the College the normal and usual charge, if any, prevailing for such use. Use may be terminated if such charges are not paid within thirty (30) days.
4. **Union Representatives.** The Union shall advise the Colleges of its official representatives and officers and shall update such information when changes occur. Union official representatives and officers will receive reduction in workload equivalent to two (2) full-time positions in the aggregate so as to attend to union business, including but not limited to, management of this *Agreement* without loss of wages, rights or benefits.\* No one person will receive more than 50% reduction in workload. The Union will report at certain scheduled times of the year the names and percentages of release time currently being taken.

*\*NOTE: This reduction in workload is for both the PAT and the Supervisory (SUP) units total.*

5. **Bargaining.** The Union will designate four bargaining representatives (from each unit; one from each campus) and will notify the Colleges of its choices at least thirty (30) days prior to the start of the re-negotiation of this *Agreement*. The Colleges will permit up to four (4) members from each unit to participate in collective bargaining negotiations during normal working hours without loss of pay or benefits, subject to the following conditions:
  - a. The Union acknowledges that, despite their attendance at negotiations, team members remain professional employees and as such are fully responsible for and shall fulfill all of their assignments and responsibilities.

- b. Each negotiating team member must inform his or her supervisor of the days at which attendance at negotiations will be required as soon as the date is scheduled. While such attendance will normally be approved, the supervisor reserves the right to disapprove participation on a given day or days if attendance at negotiations will conflict with an event, function, activity or duty for which attendance of the team member is deemed important. If approval is denied, an alternate member may attend the negotiations in his or her place.
  - c. Except as provided in 6c below, preparation for negotiations shall not take place during the employees' normal working hours except that the Union may purchase for this round of bargaining up to two (2) days for each member of the bargaining team for such preparation work, subject to the same provisos in (a) and (b) above.
6. **Bargaining Preparation and Meetings.** Subject to the necessary conduct of the College's business, permission for reasonable time off during normal working hours without loss of wages, rights or benefits shall not be unreasonably withheld in the following instances:
- a. Members of the Union's Executive Committee to attend up to six (6) Executive Committee meetings a year
  - b. Members of the Union's Delegate Assembly to attend up to four (4) meetings a year, each meeting not to exceed ninety (90) minutes.
  - c. Members of the Union bargaining team to attend a total of four (4) meetings and/or negotiations training sessions during the six months before the start of bargaining.
  - d. For those officers with reduced workload under Section 4. above, such time shall be used to attend meetings under this section.
7. **Joint Labor Management Meetings.** Union representatives will not be required to use release time while attending joint labor management meetings called by the VSC or its member colleges.
8. **Meetings.** Employees may request approval for attendance at Union Chapter and Annual Meetings without loss of pay. Such approval shall not be unreasonably withheld. Employees may attend committee meetings with management necessary to administer the equity and professional development provisions in this *Agreement* without loss of pay.

## ARTICLE 6

### DUES DEDUCTION/AGENCY FEE

#### 1. Automatic Dues Deduction

- a. The Colleges will deduct Union dues, in the amount stated in the Union constitution or by-laws, for those employees who have voluntarily joined VSCUP as members by filling out an Application for Membership. Union officers or staff of United Professionals of Vermont will give copies of the members' application cards to the Payroll Officers at the four campuses.
- b. Deductions will be made in equal amounts bi-weekly, starting with the second payroll period after the Colleges get the member's application card. The Colleges will send the monies to the designated Union officers within three (3) working days after the deduction occurs, along with a list of all employees for whom deduction was made.
- c. Such employees may also authorize insurance premium payments to be made to the Union for special insurance programs available to AFT members. The Colleges will deduct dues and insurance premiums so authorized as a combined single deduction and transmit it as such to the Union. Employees can change the amount authorized for deductions no more than once a semester.

#### 2. Agency Fee

- a. In accordance with Vermont State Law [3 VSC Sections 902 (19) and 962 (10)], the Union may apply an agency fee for non-members, subject to the following conditions:
  - i. The amount of the agency fee will not exceed eighty-five percent (85%) of the amount payable as dues by VSCUP members.
  - ii. Before the fee is implemented, the Union must create and maintain a procedure to give non-members the following:
    - (1) An audited financial statement that identifies the major categories of expenses and divides them into chargeable and non-chargeable expenses;
    - (2) An opportunity to object to the amount of the agency fee sought, any amount reasonably in dispute to be placed in escrow;
    - (3) Arbitration by the VLRB to resolve any dispute over the amount of the fee.
- b. The Colleges will deduct the agency fee from the pay of non-members in the same way in which Union dues are deducted.

3. **Indemnification.** The Union will indemnify and hold the Colleges harmless from all claims or other forms of liability that stem from action taken or not taken by the Colleges in reliance upon Union membership cards that the Union submits to the Colleges, or from all claims that stem from the implementation or administration of an agency fee.
4. **Notice of Resignation.** If a VSCUP member contacts a College's Payroll Officer or other VSC personnel to resign from membership in the Union, VSC will promptly inform the Union of the request.

## ARTICLE 7

### INFORMATION AND DATA

1. Each College will send the relevant Chapter Chair and the Union President a copy of each initial appointment letter for each bargaining unit member along with a copy of the job description for the particular position. Thereafter, the College will send the Chapter Chair and the Union President a copy of any changed job descriptions for bargaining unit positions within ten (10) days.
2. At the beginning of each semester, the Colleges will send the Union President a list of all bargaining unit employees by College with their titles, including those who were terminated, voluntarily or involuntarily, since the last list was provided.
3. At the beginning of each semester, the Colleges will send the Union President a list of all the names and job titles of all temporary, limited status and interim employees, who were appointed or terminated by the College since the last list was provided.
4. By March 1 of each year, the Colleges will provide the Union President with an electronic file in a program mutually agreeable to both sides that includes the following data for all bargaining unit employees:
  - a. Name, title, grade, class, bargaining unit and current salary;
  - b. Address of record and home phone numbers;
  - c. Full or part-time FTE status and percentage of FTE; and
  - d. Original date of hire within the Colleges and date of hire or appointment for current position.
5. The Union agrees that it will similarly provide any information or data within its possession that the Colleges may request and which is relevant to the administration of the *Agreement* or necessary for the Colleges to otherwise carry out its legal obligations.

6. All requests for information will be met in a timely manner unless exceptional circumstances are present and documented.

## **ARTICLE 8**

### **MEET AND DISCUSS**

At least once each semester, the President of the Union and the Chancellor, or their respective designees, will meet and discuss matters related to the administration of the *Agreement* or other matters of mutual concern. Such discussions will neither substitute for, nor circumvent, the contractual grievance procedure or other consultation mechanisms specified elsewhere in this *Agreement*.

Union leadership on each campus may request a meeting with the campus President and approval of the request may not be unreasonably withheld. Such discussions will neither substitute for, nor circumvent, the contractual grievance procedure or other consultation mechanisms specified elsewhere in the *Agreement*.

## **ARTICLE 9**

### **NEW EMPLOYEE ORIENTATION**

1. The purpose of orientation is to provide the new employee with initial familiarization with the facility and staff, to begin to establish a relationship with his or her supervisor, to complete necessary paperwork associated with new employment, and to provide all legally required safety instruction. New employees shall report to the Human Resources Office, however named, unless otherwise directed, on the first day of active employment.
2. The immediate supervisor, or designee, will meet with the new employee on the first day of active employment to provide initial orientation. In the event the supervisor is unavailable on that first day, the supervisor will assign a designee to provide such initial orientation.
3. College administration shall provide all new employees with standard orientation information, on paper or electronically, developed by the VSC HR Council that will include but not be limited to: general information about the college, college policies and procedures, detailed benefits and salary information, specific job expectations, a job description, information about accessing appropriate technology and college facilities, employment forms, information about required training, and a copy of the collective bargaining *Agreement*.
4. The Union shall be afforded the opportunity to make a short presentation to new employees during orientation to provide an overview of the collective bargaining agreement.

5. The Union shall be afforded one hour to meet with each new bargaining unit employee to discuss contract provisions and other bargaining unit information.

## ARTICLE 10

### PROBATIONARY PERIODS

1. A probationary period is a trial period for a new employee. Probation gives both parties the opportunity to decide whether the employee is well suited for the job and the College, and whether the employee should continue in the job. The first six (6) months of employment with the College constitutes a probationary period. A College may, in writing, with notice to the Union, extend a probationary period for up to an additional six (6) months.
2. An employee will serve only one (1) probationary period per College including cases of:
  - a. An employee holding a position on an interim basis who is then hired to fill the position permanently.
  - b. A termination of employment (voluntary or involuntary) where reemployment in the same department begins after a break in service of three years or less.

An employee may be asked to serve an additional three (3) to six (6) month probationary period if she or he successfully applies for an open position with a higher classification level. The employee will be notified of any probationary requirements prior to the hire. If, however, an employee is reclassified to a higher classification level through the reclassification process, or if the College on its own initiative promotes an employee to a higher classification position, she or he will not have to serve an additional probationary period.

3. Half way through the probationary period, the bargaining unit member will meet with the employee's immediate supervisor to discuss the employee's performance to that point.
4. At any time during the probationary period, including at the end of the probationary period, an employee may resign or an employee may be discharged by the President or, in the absence of the President, the President's designee, for any reason with two (2) weeks' notice (or pay in lieu of notice). Such discharge is final and is not subject to the grievance procedures of this *Agreement*. However, a probationary employee who is discharged may request, within ten (10) days of notification of discharge, a meeting with the President. The President's decision is final and not subject to grievance or arbitration.
5. Medical and personal leave will be accrued and may be used during any probationary period. Accrued vacation leave may not ordinarily be used during the first six (6) months of the initial probationary period. The College may consider requests for the use of

accrued vacation during the first six (6) months of the initial probationary period and may or may not grant such requests at its discretion. Such decisions are not grievable. Any accrued vacation leave may be used during subsequent probationary periods served at any of the Colleges.

6. Any vacation time accrued prior to leaving employment with the Vermont State Colleges, will be subject to payout at separation of employment at the current salary level.

## **ARTICLE 11**

### **PERSONNEL FILES**

1. Each College may maintain up to three (3) personnel files for each employee. This shall not preclude duplicative or unofficial files but any such files shall not be considered official files on an employee.
2. The official personnel files are:
  - a. The Employee Record File, which is limited to:
    - i. Job descriptions and records relating to promotion, reclassification, changes and/or additions to duties
    - ii. Performance evaluations as described and defined in Article 17
    - iii. Resumes or curriculum vitae
    - iv. Letters and other documents that address the employee's performance
    - v. Disciplinary documents
    - vi. Remediation plans and timetables
    - vii. Documents relating to personnel actions
    - viii. Letters of appointment
    - ix. Responses written by the employee to materials placed in this file
  - b. In addition, each College will keep a Payroll/HR File. This will contain but not be limited to documents relating to appointments, hiring, salary, benefits, benefit plan enrollments, leave status, taxes and other non-evaluative aspects of the employee's employment.

- c. Where required by law, regulation, or medical insurance practices, the Colleges may also create a file for medical information. This will be kept in accordance with all applicable law governing the confidentiality of medical records.
3. The only written material that may be used in a personnel action shall be the written material in the Employee Record File. Any written materials that are used in periodic or regularly scheduled evaluations must have been placed in the file at least ten (10) days before the evaluation.
4. Each employee or the employee's designee, upon written approval of the employee, shall have the right to review the contents of his or her personnel files at any reasonable time mutually agreeable to the employee and the office responsible for the files. The employee may, on request, receive a copy of any item in the file.
5. With respect to any document older than two (2) calendar years, which document is contained in the Employee Record File, the Vermont Labor Relations Board shall determine what probative weight to afford the document.
6. The employee shall be notified within ten (10) days of any material listed in paragraph #2 above placed in or removed from his or her personnel files, except pre-employment records. Notification may be by letter, interoffice mail or, if sent return receipt requested, email.
7. An employee may place a written response to any materials in her/his files.
8. Only the following people may have access to the employee's files:
  - a. Employees or contractors of the College with job-related need to review the files; and
  - b. An authorized representative of the Union as necessary to carry out the Union's responsibility to enforce the collective bargaining agreement and to represent the bargaining unit members. Upon receipt of the request from the Union for access to files, the College shall provide notice to the employee of the request. A College may question a particular request as to whether it is necessary to carry out the Union's responsibilities, or whether the Union's need for access is outweighed by the employee's right to personal privacy. If such question is raised by the College, the Union shall provide a written justification for its request. A bona fide Union request shall not be unreasonably denied.

A unit member may not grieve or otherwise challenge the release to the Union of information from his or her personnel file, nor may the College be held liable for such release in any cause of action by a unit member or other party where the claim is based upon employment covered by this *Agreement*; and

- c. Other persons as may be required by law. The employee shall be given notice of such request if permitted by law.



9. Access to medical information shall be in accordance with state and federal law and regulations.
10. Each file must have a log sheet. Every time access is given to the file, the log sheet must contain a record of the date, the name and title of the person, the reasons for the access and the nature of any item(s) that were added to or taken out of the file.
11. No anonymous or undated material shall be placed in any personnel file.
12. Employees are responsible for notifying the Business Office of changes in name, address, telephone numbers, status of dependents, changes in beneficiaries and other relevant information to assure the accuracy of benefit and payroll records.

## ARTICLE 12

### GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that problems are best resolved through informal and open communication, where possible. The parties will try, and will encourage employees and their immediate supervisors to try, to resolve problems this way. Permission for extension of time to discuss possible resolution of grievances, before or after filing, shall not be unreasonably withheld by either party.

Any employee or group of employees shall have the right to present complaints to their supervisors informally with or without the intervention of the Union. Such complaints will be considered in good faith. Adjustments will not be inconsistent with the terms of this *Agreement*, unless the Union has approved the settlement.

#### 1. **Definitions**\*

- a. A “grievance” is a claim that one or more specific terms or provisions of this *Agreement* has been violated, misinterpreted or misapplied.
- b. A non-contractual grievance is a complaint regarding a policy or consistent practice not covered in this *Agreement* that directly affects a term or condition of employment. Non-contractual grievances may be pursued through Step Three of the Grievance Procedure, but by definition are not subject to arbitration by the Vermont Labor Relations Board.
- c. “Grievant” means the person or persons who filed the grievance. A grievant can be one employee, a group of employees or an officer or officers of the Union.

\*See Article 2 for additional definitions

## 2. General Provisions

- a. Employees have the right to have their union representatives present at all stages of the grievance procedure set forth in this Article.
- b. Meetings required by this procedure shall be held at a time and place that will give those who are permitted to participate a reasonable chance to attend. When such meetings are held during working hours, VSC employees who participate will not suffer any loss of pay.
- c. No complaint informally resolved nor any written grievance resolved at any step short of arbitration (Step Four) will set a precedent for any purpose, unless the parties agree in writing that it should become a precedent.
- d. The parties agree that no attorneys shall be present at Steps One, Two or Three. Exception will be made for the VSC General Counsel when he or she serves as the Chancellor's designee and for official union representatives who may also be attorneys.
- e. No part of this article will restrict the right of the Union to act as the employees' sole and exclusive representative, as provided in the Recognition Article of this *Agreement*. The Union expressly retains the right to provide Union staff or officers as representation at any step of the procedure if so requested by a grievant, or in any grievance the Union files in accordance with the procedures of this article. If the Union alleges a grievance affecting two (2) or more represented employees, it may file at the appropriate step on behalf of those employees with or without their consent.
- f. The parties will not agree to any settlement that is inconsistent with the provisions of this *Agreement*, unless duly authorized representatives of the Colleges and the Union agree in writing to do so.

## 3. Time Limits

- a. Starting the Process. A grievant must submit a written grievance at the appropriate step of this procedure within twenty (20) days of the time when the employee and/or the Union knew, or reasonably should have known, of the situation that is the reason for the grievance.
- b. Moving to the Next Step. If a grievance is not resolved to the grievant's satisfaction at any given step, the grievant must file the grievance at the next step within ten (10) days of receiving the written response at the previous step.
- c. Failure to Meet Deadlines. If the grievant and/or the Union fails to meet the deadlines of this procedure at any step, including the initial filing of the grievance, the right to pursue the grievance will be lost and the grievance will not be processed any further. If the College or the Chancellor fails to answer a grievance by the deadlines of this procedure at any step, the grievance will automatically proceed to the next step.

- d. Extension of Deadlines. The parties involved may extend all time limits by mutual agreement. This must be shown by a document signed by the parties or their duly authorized representatives. If the parties or their representatives cannot meet in person to sign the agreement before the deadline, the agreement can be noted via email, then printed and signed as soon as is practical. In such cases, the email communication must reflect the concurrence of both sides to the extension.

4. **Grievance Contents.** A grievance must include:

- a. A summary of the problem;
- b. A brief statement of the facts involved;
- c. The provisions of this *Agreement* that the grievant alleges were violated, or, in a non-contractual grievance, the policy or consistent practices alleged to have been violated;
- d. The remedy or solution sought.

5. **Procedure**

a. **Step One: Dean or Equivalent Management Level Supervisor**

Unless otherwise indicated in this Article, the grievant(s) will present a written grievance at Step One to the appropriate Dean or equivalent management level supervisor. Within five (5) days of receipt of the grievance, the Dean or equivalent management level supervisor will schedule a meeting and will notify the grievant in writing of the scheduled meeting. The Dean or equivalent management level supervisor will meet with the grievant(s) and a union representative, if the grievant desires, within ten (10) days of receiving the grievance.

If the grievance is not resolved at this meeting, then within ten (10) days of the meeting, the Dean or equivalent management level supervisor shall forward her/his written response to the grievant, with a copy to the Union.

b. **Step Two: President**

If the grievance was not resolved to the satisfaction of the grievant, the grievant will, within ten (10) days of receipt of the decision at Step One, submit the grievance in writing to the President. Within five (5) days of the receipt of the grievance, the President or his or her designee will schedule a meeting and will notify the grievant in writing of the scheduled meeting. The President or his or her designee shall meet with the grievant, and a union representative if the grievant desires, within ten (10) days of receiving the grievance. The President, or his/her designee, may at his/her discretion have another administrator or support staff member present at such meeting.

As an exception to the requirement that grievances be filed at Step One, a grievance will be submitted directly to the President at Step Two when it is an action of the President that gave rise to the grievance.

If the grievance is not resolved at this meeting, then, within ten (10) days of the meeting, the President will forward his or her written response to the grievant with a copy to the Union.

c. Step Three: Chancellor

If the grievance was not resolved to the satisfaction of the grievant, the grievant will, within ten (10) days of the receipt of the decision at Step Two, submit the grievance in writing to the Chancellor. Within five (5) days of the receipt of the grievance, the Chancellor or his or her designee will schedule a meeting and will notify the grievant in writing of the scheduled meeting. The Chancellor or his or her designee shall meet with the grievant, and a union representative if the grievant desires, within ten (10) days of receiving the grievance. The Chancellor or his/her designee may at his/her discretion have another administrator or support staff member present at such meeting.

As an exception to the requirement that grievances be filed at Step One, a grievance will be submitted directly to the Chancellor at Step Three when it is an action of the Chancellor that gave rise to the grievance.

If the grievance is not resolved at this meeting, then within ten (10) days of the meeting, the Chancellor or his/her designee shall forward his or her written response to the grievant, with a copy to the Union.

Non-contractual grievances will end at Step Three.

d. Step Four: Arbitration

If the grievant is not satisfied with the resolution of the grievance at Step Three, then in order to advance the grievance to arbitration, within twenty (20) days of the receipt of the Step Three response, the grievant must file the grievance with the Vermont Labor Relations Board (VLRB). The VLRB will process the matter in accordance with the State Employees Labor Relations Act and the Board's rules, regulations and procedures. Each party shall bear the cost of preparing and presenting its own case. Both sides shall retain whatever rights they may have under law to challenge the decisions of the VLRB. Each arbitration hearing will deal with only one grievance, unless both parties agree to proceed otherwise.

In resolving grievances arising out of this *Agreement*, the VLRB shall have no power to add to, subtract from, modify or disregard any provisions of the *Agreement*.

Non-contractual grievances as defined in this article may not be submitted to arbitration.

## ARTICLE 13

### DISCIPLINE AND JOB PERFORMANCE

#### 1. Discipline for Misconduct

- a. As used in this *Agreement*, “discipline” shall include written letters of reprimand; suspensions without pay of varying lengths; and discharge for reasons other than job performance. Discipline shall not include oral counseling or oral reprimands from a supervisor. Such matters are not grievable under this *Agreement*. Discipline also does not include performance evaluations or other documentation or actions relating to the job performance of an employee. Such matters are grievable only to the extent specified elsewhere in this *Agreement*.
- b. Except for those employees who may be discharged during their probationary period, the College shall not discipline or discharge any employee for disciplinary reasons except for just cause. “Just cause” shall be interpreted in accordance with the decisional guidance of the Vermont Supreme Court and Labor Relations Board. Factors considered by the Labor Board in considering the level of discipline to be imposed are listed in Appendix B.
- c. Just cause does not apply to the discharge of an employee due to cessation of funding from a grant nor does it apply to discharge for unsatisfactory job performance. The President shall be responsible for making all final discharge decisions. Discharge may be for disciplinary reasons or job performance reasons. A discharge resulting from unsatisfactory job performance must follow the standards and procedures set forth in Section 4 below and such judgment shall not be arbitrary or capricious.
- d. While not listing every potential reason for disciplinary action, the parties agree that discipline generally may be invoked against an employee for failure to follow rules, regulations, and policies of the College(s), insubordination and other misconduct. The College will use as a guide the twelve (12) factors listed in Appendix B when deciding upon the level of discipline in any given case.
- e. Where appropriate, the College may also require as part of disciplinary action: restitution, appropriate training or counseling, or other remedial action.
- f. The College reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct or misconduct that is believed to constitute a violation of law.
- g. It is understood that, in any case involving discipline or discharge for disciplinary reasons under Section 3 of this Article, the College bears the burden of proving that there was just cause for such action.
- h. The Colleges will adhere to the principle of progressive discipline. However, the parties agree that every disciplinary matter must be judged on all surrounding circumstances and

that the penalty imposed may vary depending on such circumstances. Some acts of misconduct may warrant a more serious penalty and lesser sanctions may not be appropriate.

2. **Investigations of Misconduct.** In disciplinary situations arising from alleged misconduct, the College will need to determine the surrounding facts and events that may be the basis for disciplinary action. In situations when discipline beyond the level of a written reprimand may reasonably be contemplated, the College will take the following steps:
  - a. The College will notify the employee and the Union in writing that it is investigating specified alleged conduct that, if substantiated, would likely carry a recommendation for discipline beyond written reprimand. The College will schedule a meeting with the employee as part of its investigation into the matter. The College shall inform the employee of the employee's right to have a Union representative present for any meeting which the employer reasonably believes may lead to disciplinary action. The College shall advise the employee and the Union of the allegations in advance of the investigatory meeting. The employee is also free to provide a written response and supporting documentation, if any, to the College, either before the meeting and/or within five (5) days of the meeting held with the employee. At the meeting, the employee may bring witnesses who have information related to the issues being investigated. However, this does not preclude the College from conducting interviews with others in the course of its investigation.
  - b. An employee may be placed on immediate administrative leave with pay while the investigation is conducted. Placement on paid administrative leave is part of the investigative process and is not considered discipline.
  - c. An employee may ask for and shall have the right to have a union representative present whenever the employee is asked to participate in an investigatory meeting which he or she reasonably believes may lead to disciplinary action.
  - d. Within forty-five (45) days following the notification of the employee, unless special circumstances are present and documented, the College will notify the employee and the Union by letter of any findings, conclusions and recommended action.
  - e. If there is a recommendation for discharge, the procedures in Section 3 will be followed. In all other cases, upon receipt of the letter indicating what final action was taken, the employee may exercise his or her rights under the grievance procedure. Any challenge by an employee or the Union to the discipline decision must be processed under the grievance and arbitration provisions of this *Agreement*.
3. **Discharge for Disciplinary Reasons.** Prior to disciplinary discharge and following the investigation of an employee for alleged misconduct, the following procedure shall be followed:

- a. The President will first provide written notification to the employee and the Union that discharge is being contemplated. Such notification shall include a summary of the basis for the contemplated action and, when such basis includes findings of violations of policy or procedure, a reference to any such policy or procedure. The statement shall also include a summary of the investigative report, if any, that may have been provided to the President, unless it has already been provided. Such written notification to the employee shall be delivered by hand, by certified mail or by overnight delivery. The copy to the Union may be delivered electronically.
  - b. The employee shall be provided with an opportunity to formally respond to the President's notification. Except where extraordinary circumstances are present, within seven (7) days of receipt of the notification, the employee may request in writing an in-person meeting and/or submit a written response. If the employee requests an in-person meeting, it shall be held within fifteen (15) days of the written request.
  - c. The employee shall be entitled to have a union representative present at such meeting. The President is free to have another supervisor or manager present at the meeting as well. General Counsel for the Colleges may also be present provided the Union is notified at least forty-eight (48) hours before the meeting.
  - d. Within seven (7) days following such meeting, or within seven (7) days following the employee's written response, the President shall notify the employee and the Union by letter of the final action taken.
  - e. Upon receipt of the letter indicating what final action was taken, the employee may exercise his or her rights under the grievance procedure.
4. **Unsatisfactory Job Performance.** Cessation of employment for unsatisfactory performance is not considered disciplinary action. A decision to discharge an employee for unsatisfactory job performance shall not be arbitrary or capricious. Neither this standard nor the just cause standard for disciplinary discharges shall apply to the discharge of an employee due to cessation of funding from a grant.
  5. **Remediation Procedure.** Prior to the discharge of an employee for unsatisfactory job performance, the following procedure shall be followed:
    - a. First, supervisors and employees are encouraged to resolve concerns about an employee's job performance through written and oral communication. However, when a supervisor has ongoing concerns about the performance of a bargaining unit member who has completed his or her probationary period, the supervisor may issue a Notice of Performance Deficiency. If employee performance does not improve in accordance with what is expected of the employee as set forth in the Notice, the supervisor, in consultation with the employee, will create a remediation plan.

- b. The purpose of a remediation plan is to foster clear communication, develop skills, and retain employees by providing opportunities for employees to raise their performance to acceptable levels.
- c. The supervisor will give a copy of the plan to the employee for his or her signature and a copy to the Union. Signature shall not necessarily indicate agreement with the plan but rather notification and receipt. The employee has five working days to consult with a union representative before signing the plan. Failure to sign a plan shall be considered insubordination and shall be documented in an employee's personnel file. The supervisor will then place a copy of the signed plan in the Employee Record File.
- d. A remediation plan may call for training, which shall be at no expense to the employee, and will include the following:
  - i. A statement as to the nature of the performance problem(s);
  - ii. Objectives for expected improvement;
  - iii. Measures for improvement and periodic assessment of progress where possible; and
  - iv. A time period for the remediation plan. A remediation plan shall not be less than thirty days or more than ninety days, but when necessary, its start may be timed to most effectively address the areas of performance deficiency.
- e. The supervisor shall assess the employee's performance at the end of the remediation plan period and decide if further action is necessary. The supervisor shall meet with the employee to discuss the employee's performance at the end of the remediation plan period. In cases where the supervisor is not satisfied with the employee's performance at the end of the remediation plan period, or if the performance continues to be a problem in the future, the supervisor, in consultation with the appropriate Dean or equivalent management level supervisor, may place the employee on a second remediation plan in accordance with subsection (c), or take further action under subsection (b) of section 6 below, without placing the employee on an additional remediation plan. At the conclusion of a remediation plan, the employee and the Union will be notified of the result.
- f. Being under a remediation plan does not exempt the employee or the supervisor from participating in and completing the annual evaluation process. The employee's performance under the remediation plan may be assessed and considered as part of the annual evaluation. The placement of an employee on a remediation plan shall not be subject to the Grievance and Arbitration provisions of this *Agreement*, except for violations of process.



6. **Procedure for Discharge Due to Unsatisfactory Job Performance**

- a. Where the deficient performance under this section is of such substantially negative impact on the college's reputation or operations that a remediation plan cannot adequately address the harm, a supervisor, or the supervising Dean or equivalent management level supervisor may progress directly to subsection (b).
- b. If, following the end of a remediation plan or pursuant to subsection (a) above, the supervisor or appropriate Dean or equivalent management level supervisor is not satisfied with the employee's performance, the following procedure will apply:
  - i. A written or electronic letter of warning may be issued to the employee with a copy to the Union.
  - ii. Alternately, if discharge is recommended, the President shall provide written notification to the employee and to the Union that discharge is being contemplated. Any such notification that discharge is being contemplated shall include a summary of the basis for discharge. Such written notification to the employee shall be delivered by hand, by certified mail, or by overnight delivery. The copy to the Union may be delivered electronically.
  - iii. The employee shall be provided with an opportunity to formally respond to the President's notification including an opportunity for a written response, an in-person meeting, or both. Except where extraordinary circumstances are present, within seven (7) days of receipt of the notification, the employee may request in writing an in- person meeting and/or submit a written response. If the employee requests an in- person meeting, it shall be held within fifteen (15) days of the written request.
  - iv. The employee shall be entitled to have a union representative present at such meeting. The President is free to have another supervisor or manager present at the meeting as well. General Counsel for the Colleges may also be present provided the Union is notified at least forty-eight (48) hours before the meeting.
  - v. Within seven (7) days following such meeting, or within seven (7) days following the written response, the President shall notify the employee and the Union by letter of the final action taken.
  - vi. Upon receipt of the letter indicating what final action was taken, the employee may exercise his or her rights under the grievance procedure.
7. Any challenge by an employee or the Union to any disciplinary or discharge decision must be processed under the grievance and arbitration provisions of this *Agreement*.
8. The Colleges or any individual College may promulgate rules, regulations or policies governing employee conduct and work expectations.

9. Nothing in this article shall apply to reductions in force under the layoff article. Employees who are laid off shall be entitled to whatever rights are specified in that article.

## **ARTICLE 14**

### **WORK DUTIES AND SCHEDULES**

1. The work schedules of employees are not tied to a fixed number of hours per day or per week, nor are they tied to a fixed number of days per week. While the standard workweek is considered to be thirty-seven and a half (37.5) hours, it is understood that in the course of a year the number of hours worked by an employee and the days on which such work must be performed may vary to meet seasonal needs or specific demands of the position.
2. The parties recognize that salaried employees are professionals whose duties vary in content and schedule and sometimes require working more than the standard workweek. At the same time, the parties acknowledge that there may be occasions where an employee believes that he or she is working an excessive workload. In such cases, the employee may do the following:
  - a. The employee may request a meeting with her/his supervisor, which will normally take place within ten (10) days of the request, to discuss the nature of the employee's work and the time required for the employee's duties. The employee shall present to the supervisor her/his arguments as to why the workload is considered excessive, along with any documentation the employee may wish to present, such as time records.
  - b. In cases where the supervisor concurs that the employee is working an excessive workload, possible options to address such a situation include but are not limited to:
    - i. Processing a request for reclassification of the employee's position in accordance with the Classification and Reclassification Article in cases where the duties and responsibilities of the position have changed;
    - ii. Elimination, reduction or modification of duties;
    - iii. Providing logistical assistance or adding additional personnel on either a temporary or permanent basis;
    - iv. Time off for the employee; and
    - v. Supervisor recommendation to the President for an increase in the base salary of the employee.
  - c. The supervisor will respond in writing to the employee, with notice to the Union, within ten (10) days of the meeting.

- d. An employee who is dissatisfied with the decision of her/his supervisor may meet with the supervisor's manager or dean to discuss the situation and to seek further relief. Should the matter not be resolved at this level, the employee may grieve excessive workload as provided for in Article 12 but said grievance cannot be advanced beyond Step 3 under any circumstance.
3. Each employee shall have a written position description, including a general statement of duties and responsibilities, and setting forth the minimal qualifications required for the position. The College will give new employees their job descriptions on or before their first day of work. An employee may make a formal request to have his or her position description reviewed and approval of the request may not be unreasonably withheld. Position descriptions will contain the following information:
  - a. The position title, grade level, exempt/nonexempt status, and bargaining unit;
  - b. Length of the work year;
  - c. Summary of the basic functions of the position;
  - d. Listing of major areas of responsibility for the position;
  - e. Description of possible seasonal workload fluctuations;
  - f. Indication of to whom the employee/position reports;
  - g. Indication of any supervision required in the position, including supervision over work-study students;
  - h. Minimum education and experience required for the position and;
  - i. Normal work site(s).
4. Nothing herein contained shall be deemed to abridge the right of the Colleges to assign an employee all or only some of the duties and responsibilities set forth in the position description. The failure by the Colleges to assign a particular duty shall not be deemed a waiver of its right to assign such duty at a later time.
5. The College may change the duties of the position, including assigning new duties that relate to a person's major responsibilities. Before doing so, however, the supervisor or other College manager will meet with the affected employee(s) to discuss intended changes and the reasons for them and to consider employee input.
6. It is the responsibility of the College to assign work to employees and to establish basic scheduling requirements to provide services to the various segments of the College community and to meet other College objectives. Each employee and his or her supervisor shall review prior to or at the beginning of the academic year the work demands and

scheduling considerations for the upcoming year. Such work demands shall be consistent with the general responsibilities delineated in the position description although it is understood that the position description will not list every duty that must be met by an employee. At such a meeting, the employee may discuss with the supervisor whether the existing position description still accurately reflects the major duties and responsibilities. The job description will be updated if needed.

7. **Non-standard Work Schedules**

- a. The parties recognize that there may be occasions where either the College or the employee may desire that a non-standard work schedule be arranged for a particular employee for some length of time. A non-standard work schedule is a regular schedule that differs from the norm of that particular position. Non-standard schedules are not considered permanent.
- b. A supervisor may create a non-standard work schedule for employees in the department to meet department or College goals. The supervisor may set such non-standard schedules for employees in the department, taking into account department and College needs as well as employees' personal considerations.
- c. Employees may propose non-standard work schedules to their supervisor. The employee must give a written proposal to her/his supervisor indicating the nature of the schedule and expected duration. The supervisor will respond in writing within fifteen (15) days of the request, with notice to the Union. Any denial of the request will include a reason for the denial, and any such denial shall not be arbitrary or capricious. The supervisor may also set a limit on the number of employees in her or his department who have a non-standard schedule. In such a case, the supervisor will meet with her or his department to discuss the impact of the limit and consider, where appropriate, rotation of non-standard schedules.
- d. Once a non-standard schedule has been implemented, the supervisor may adjust or cancel such schedule after due consideration for an employee's needs or personal situation and, in such case, will provide notice to the employee(s) affected and the Union.

8. **Work Offsite or at Home.**

- a. Working offsite or at home is not considered the norm for employees, except when it is specified in the job description. However, from time to time, a supervisor may allow an employee to work off site or at home for limited periods of time. It is understood that the supervisor may cancel any such approval to work offsite or at home at any time. If a supervisor cancels such allowance, she/he will provide reasonable notice to the employee.
- b. A decision to deny a request to work at home or offsite or to adjust or cancel such allowance is not subject to the Grievance and Arbitration provisions of this *Agreement*.

9. **Overtime.** An employee who is nonexempt for Fair Labor Standards Act purposes will be paid overtime at time and a half the employee's regular hourly rate for all hours in excess of forty (40) in a given workweek. Overtime work must be with the prior approval of the supervisor. Only nonexempt employees shall be eligible for overtime pay. However, any employee currently holding a position that is eligible for overtime will continue to be eligible for overtime during the life of this *Agreement*.
  
10. **Compensatory Time.** Nonexempt employees entitled to overtime pay may request compensatory time in lieu of overtime pay up to a maximum of seventy-five (75) hours of compensatory time. When used, compensatory time shall be granted on the basis of one and one-half (1.5) hours off for each hour of overtime worked. Any employee offered compensatory time may instead choose to receive pay. Employees shall normally request comp time off at least two (2) weeks in advance if they are planning to use more than two (2) days of compensatory time and at least seventy-two (72) hours if they are planning on using two (2) days or less of compensatory time. Use of compensatory time is subject to supervisory approval and shall not be denied arbitrarily or capriciously. Upon separation from employment, employees shall be entitled to compensation for any unused compensatory time accumulated under this subsection.
  
11. The hourly wage of an employee who is converted from exempt status to non-exempt status shall be determined by dividing his or her annual salary by 52 weeks and then dividing the quotient by 37.5 hours.
  
12. **With Respect to Directors of Public Safety:**
  - a. A Director of Public Safety required by management to attend a pre-scheduled meeting or event on the campus outside the regular workweek shall not receive mileage reimbursement or additional compensation.
  
  - b. The VSC acknowledges that occasionally Directors of Public Safety have to cover a shift outside their normal work time. In these instances, the Director of Public Safety shall have the option of reporting those extra hours for compensation at his or her regular hourly rate or taking the equivalent time off. If this entails an extra trip to campus, the employee will receive mileage reimbursement.
  
  - c. The College will supply and pay the charge for beepers or cell phones that are required.
  
  - d. Current practices at each college regarding uniform supply or allowance will continue.
  
13. The parties agree that from time to time fair compensation and procedures need to be developed for particular positions with regard to such matters as on call, shift differentials, schedules, overtime, and compensatory time. By agreement, the parties may, from time to time, convene to discuss compensation and procedures for such positions.

## **ARTICLE 15**

### **HEALTH & SAFETY, WORK ORDERS, INDEMNIFICATION**

1. Once monthly, or in the event of an emergency, the College shall make such health and safety records as are required by law available for examination by the Health and Safety Committee on each campus. The Health and Safety Committee will include at least one representative from the VSCUP.
2. The Health and Safety Committee on each campus will meet at least once each semester. Each year a list of Committee members will be emailed to the campus community.
3. No employee shall be required to perform any work under conditions that jeopardize his or her health and safety. Any employee who has knowledge of such conditions shall report such conditions in writing to the President or his or her designee and to his or her union representative prior to filing any grievance.
4. If a member of the bargaining unit is asked or instructed to carry out a task or action that she/he feels would place anyone in danger, or that would violate one or more laws or regulations, she/he may refuse to execute the instruction. Such refusal is not insubordination.
5. If a member of the bargaining unit, as a result of carrying out his/her duties in good faith, is named as a party in a lawsuit or action of a regulatory body, the Colleges shall indemnify the member and further, the member shall not be subject to discipline or punitive action as a consequence of having been so named in any such suit or action of a regulatory body.

## **ARTICLE 16**

### **CLASSIFICATION AND RECLASSIFICATION**

1. Through a classification process, each position in the Colleges is assigned a title, a grade level, an employment status (exempt/nonexempt) and a salary range. Position classification and employment status is based upon a systematic assessment of the duties and responsibilities of each position, using the formal job evaluation system created by Palmer and Associates and codified in a manual.
2. The Human Resources Office of each College, however named, will keep a printed copy of the Palmer and Associates Manual and make it available to unit members upon request. If the Colleges decide to use a different job evaluation system, they shall notify the Union and meet and discuss any implementation of such a new system.
3. When the duties and/or the responsibilities of a position change substantially, a classification review of an existing position may be requested by the supervisor or by the employee. The request will be reviewed by the President and the College Human Resources Officer (or

President's designee). A copy of the completed request will be sent to the employee and Union. A systematic assessment based on the criteria in the Palmer and Associates Manual will be done by the Chancellor's Office to determine whether the change in duties and responsibilities warrant reclassification of the position to another grade level. The final decision on position classification and reclassification rests with the Chancellor. The Chancellor's Office will give the employee, supervisor, and the Union a copy of the decision. Upon request, the employee, supervisor, or Union may request a copy of the assessment leading to the decision.

4. Except for unusual circumstances, a request for reclassification will be approved or denied within forty-five (45) days of the initial request.
5. If a position is reclassified to a higher grade level, the incumbent shall receive a salary increase to the minimum of the new pay grade if his/her salary is below minimum salary for the new classification. If the position is reclassified to a lower grade level, and the current salary of the incumbent is above the maximum of the lower position classification, the incumbent's salary shall be frozen until such time as the salary range of the lower position classification may accommodate the employee's salary.
6. In cases where moving to the minimum of the new pay grade does not result in a salary increase of at least three percent (3%) for an incumbent employee, the President shall determine a total salary increase of no less than three percent (3%) for the employee. An employee whose position is reclassified will continue to seamlessly accrue seniority and benefits.
7. Position reclassification requests for any one position at the same college will not be considered more than twice within twelve months.

## ARTICLE 17

### EVALUATION

1. **Purpose.** Evaluations serve to promote, maintain, and enhance excellence in job performance and are also used by the College as an aid in making various personnel decisions. To these ends, each College shall conduct written evaluations on each bargaining unit member at least once a year. Each evaluation shall be based on applicable evaluation criteria that shall be related to the skills, abilities, knowledge, performance, and other factors relevant to the employee's position and any goals established by the supervisor the preceding year. Evaluations are not to be used for disciplinary purposes.
2. **Procedure.** Annual evaluations shall normally be conducted between March 15 and June 30 of each year. The period for which performance is being evaluated is defined as the period since the date of the prior annual evaluation. This shall not preclude evaluative commentary on preceding evaluations. Informal follow-up consultations during the year are encouraged.

- a. The evaluation will be done on a form initially developed by the committee created in the original provisions of Section 3 and a copy of the form will be given to each employee in January of each year by the Human Resources Office, however named.
  - b. The employee will use the form to evaluate her/his own performance, including how she or he has met any performance goals that may have been set previously by the supervisor. The employee will give this self-evaluation to her/his supervisor by a date specified by the supervisor but no earlier than March 15 and no later than May 31. If the employee fails to submit the self-evaluation, the supervisor will proceed with her/his assessment of the employee's performance.
  - c. The supervisor, or other College designee, will then write an evaluation of the employee's performance. The employee will be evaluated by measuring her or his performance over the preceding year against the position responsibilities delineated in the position description. All position descriptions (as described in Article 14) must be available online via the Vermont State Colleges website. The evaluation may also consider progress towards meeting any performance goals that may have been set previously by the supervisor.
  - d. If VSC employees other than the evaluator oversee any of the employee's duties, the evaluator may get input from those people as to the employee's performance in the relevant area(s). The supervisor may also consider any signed commentary by students and/or peers concerning the employee's performance.
  - e. The evaluation process will include a meeting between the employee and the supervisor at which the supervisor's draft evaluation will be discussed. The supervisor shall provide a copy of the draft evaluation to the employee no less than two (2) days prior to the meeting. As a result of the meeting, the supervisor may or may not amend the draft evaluation. In addition to providing the opportunity for discussing the evaluation itself, the meeting between the supervisor and the employee may be used for other purposes such as providing an opportunity for mutual feedback, reviewing the current job description, and for establishing future goals for the employee.
  - f. The supervisor will finalize the evaluation and give a copy to the employee within five (5) days after the meeting. The employee may attach any written comments that s/he wishes to make. Both the employee and the supervisor will sign and date the final evaluation.
  - g. The supervisor will give a copy of the final evaluation to the Dean or other manager responsible for the department. That manager will also sign and date it and place a copy showing the three sets of signatures in the Employee Record File.
3. **Review and Revisions of Evaluation Form**. Proposed revisions to the evaluation form may be made by either the Colleges or the Union. The Colleges will retain the right of final approval of the form. The evaluation form may be reviewed on a periodic basis.



4. The Colleges will offer annual training to supervisors on how to conduct evaluations.
5. Evaluations are not subject to the grievance procedure unless there is a claimed violation of the procedures under Section 2 of this article or unless an adverse personnel action is taken as a result of such evaluation.
6. The use of annual evaluations shall not in any way preclude the issuance of disciplinary actions, written reprimands or commendations, or other written commentary that may result from an employee's performance at any time throughout the year.

## **ARTICLE 18**

### **REMEDIATION [See Article 13]**

## **ARTICLE 19**

### **VACANCIES AND JOB POSTINGS**

1. Notices of all vacancies for unit positions will be posted for at least ten (10) days on official bulletin boards at each College and in the Office of the Chancellor before filling such vacancy. See Article 2.A. regarding temporary employees. If any information in the position description changes fundamentally during the hiring process, the position will be reposted for the full ten (10) days.
2. Vacancy notices will include the following information: position title; grade level; employment status (exempt/nonexempt); hours per week and/or months per year; what bargaining unit, if any, the position is in; job duties; skills, if grant funded, and other specifications required for the position as well as details of the application procedure.
3. Bargaining unit members who meet educational and experience requirements will be guaranteed an interview for the open position. Each employee applicant will receive a written notice regarding final action taken.
4. Any unit member who assumes a new position within the bargaining unit at any of the four colleges will retain benefits and seamlessly continue to accrue seniority.
5. A unit member of the Supervisors Bargaining Unit who takes a position in the PAT bargaining unit (and vice versa) at any of the four colleges will be credited with any seniority that s/he has accrued as a Supervisor and as a PAT.
6. The Colleges will provide to the Union a list of additional assignment contracts for all VSC employees on or about March 1.

## ARTICLE 20

### OUTSIDE EMPLOYMENT

1. The term “outside employment” refers to work performed by a member of the bargaining unit for an employer other than Vermont State Colleges or for voluntary separately contracted work within the Colleges but outside of the employee’s job description. Such separately contracted work is not an entitlement but may be offered to employees from time to time in the College’s discretion and on such terms as the College chooses.
2. No employee shall be prohibited from engaging in outside employment provided it does not interfere with the employee’s normal duties and responsibilities.

## ARTICLE 21

### REDUCTION IN FORCE

1. In all cases, the College will determine the extent and magnitude of the reduction in force, including the areas, departments, classifications and positions affected. This article does not apply to probationary or temporary employees, nor does the article apply to terminations for cause or for unsatisfactory performance reasons.
2. A reduction in force occurs when an employee is laid off due to one or more of the following factors:
  - a. Budget shortfalls or financial considerations;
  - b. Reorganization of departments;
  - c. Elimination or consolidation of positions;
  - d. Program changes or curtailment;
  - e. Decision by the College not to support or reapply for a grant renewal;
  - f. The loss of a grant, in whole or in part.
3. **Notice to Employee.** Reductions in force may occur at any time. Whenever a College plans a reduction in force, it shall:

- a. Notify the employees who may be affected in writing no later than 45 days before the effective date of the proposed action. Days are computed using the definition of a Day: Monday through Friday excluding official College holidays.
  - b. Provide copies of each of the above employee notices to the Union and provide the Union with a statement of the areas, departments, classifications, positions and individuals who may be affected by proposed reductions and the reasons for the reductions.
  - c. Any employee who has been employed by the Colleges for at least one year and who is laid off may select between exercising his or her rights under sections 6 through 8 below or will receive a severance payment equal to one week's base salary for each full year of service up to ten years with a general release of rights including recall rights and other rights under this section except COBRA rights.
  - d. If at the time of notification of layoff an employee is within six months of meeting the eligibility requirements of Article 27 (Retirement and Continued Benefits), the employee will be deemed to have met the eligibility requirements of the appropriate sections.-This provision is not grievable except to the extent the calculation of years of service may be grieved.
4. **Union Consultation.** At the request of the Union, the President of the College, or his/her designee, and the Union President will meet and discuss the potential reduction in force within five (5) workdays following notification. The Union may submit its own proposals or alternatives in writing for dealing with the planned layoff situation before, at or after this meeting, including conveying offers of voluntary layoff made by any unit members. If after the meeting, the proposal must be made within ten (10) workdays of the meeting. The College will consider the Union proposal in good faith and respond in writing at least ten (10) days before the implementation of the layoff. The Colleges' refusal to accept particular suggestions or proposals made by the Union with respect to alternatives to reducing staff shall not be subject to the grievance and arbitration provisions of this *Agreement*.
5. **Selection.** Within departments where the College must choose among two or more employees, the College will consider the following factors in making its selection:
- a. Seniority;
  - b. Relative Qualifications;
  - c. Ability and Performance.

If factors (b) and (c) above are relatively equal, then layoff shall occur in the inverse order of seniority of the employees. In exercising its judgment in making the selection, the College will not act arbitrarily or capriciously. Seniority, for purposes of this article, shall be defined as the length of time the employee has been continuously employed at the College.

6. In the event of a layoff under this article, an employee may purchase health benefits through COBRA (<http://www1.cobrainsurance.com/>). An employee who is laid off under this article shall continue to retain all the rights and benefits under the Tuition Waiver provisions of this *Agreement* for the entire length of the recall period.
7. **Recall**. The Colleges will maintain a list of bargaining unit members who have been laid off under this article. An employee on this list will be recalled to their original position or substantially similar position if it becomes available within two (2) years of the date of being laid off and provided the employee is otherwise qualified for the position. When the College is recalling employees, it will recall in order of seniority from those eligible for each position. An employee who is recalled shall retain their previous seniority and benefits. Notices of recall will be sent, certified mail, to the last known address of the employee(s), with a copy to the Union President and the Chapter Chair of the affected College. Employees may refuse the recall and maintain their recall rights for the rest of the recall period. If the senior employee refuses the recall, the next-senior employee will be recalled.
8. Employees who have been laid off under this article may also apply for other open positions at the College. In the event such an employee is hired for an open position within three (3) years of their layoff date, they will retain any prior seniority and benefits.

## ARTICLE 22

### GRANT FUNDED POSITIONS

1. Positions funded in whole by external grants are subject to immediate termination if the grant funding ceases. Those positions funded in part by external grants will be reviewed by the College for viability in the absence of grant funds. If the position remains viable, in whole or in part, despite the loss of grant funds, the College, in its discretion, may reduce the position to less than full time. The decision to terminate or reduce a position is not grievable.
2. The College retains the right to decide at its discretion whether or not to seek renewal of any grant. Such decision is not grievable. The President or designee shall make every good faith effort to provide the Union with notice of the College's decision not to seek renewal of the grant within five (5) days of the decision, and at least forty-five (45) days before the grant

application is due. At the Union's request, the President or designee will meet with the Union President to discuss any impact from that decision.

3. Notwithstanding the above, grant funded employees are subject to all other provisions of this *Agreement*.

## **ARTICLE 23**

### **SUBCONTRACTING**

1. The Employer shall have the right to subcontract bargaining unit work in any of the following situations in which:
  - a. The work is for a temporary duration;
  - b. The work performed by the contractor is generally beyond the expertise of bargaining unit employees;
  - c. The technology or equipment used by the contractor is not generally used by bargaining unit employees; or
  - d. The Employer is unable to fill a vacant position using the normal recruitment and hiring process. The Employer may then subcontract the work for no longer than twelve (12) months. Should the Employer seek to extend the contract beyond the twelve-month period, it must provide notice to the Union and negotiate over any such extension with the Union.
2. The Employer shall not subcontract bargaining unit work that directly results in bargaining unit employees being displaced from their positions.

## **ARTICLE 24**

### **SALARY**

1. FY 22 increases

Each employee who was employed by the Colleges on April 1, 2020 and who is still on the payroll on July 1, 2021, shall receive an across the board increase of \$800 per annum for full-time employees, or the percentage increase granted to non-bargaining unit members, whichever is greater. This increase will be applied in direct proportion to the part-time employee's percentage of employment. For example, a .6 employee shall receive an increase of \$480 (800 x .60).

Each employee hired after July 1, 2020, who has completed their probationary period before April 1, 2021 and is still on payroll on July 1, 2021, shall receive an across the board increase of \$400 per annum for full-time employees, or the percentage increase granted to non-bargaining unit members, whichever is greater. This increase will be applied in direct proportion to the part-time employee's percentage of employment. For example, a .6 employee shall receive an increase of \$240 ( $400 \times .60$ ).

2. The above raises apply to all employees regardless of funding source(s).
3. Each employee who, subsequent to the ratification of this *Agreement*, earns an additional degree equal to or greater than the degree then held shall receive an increase to base pay of \$500.
4. The Colleges retain the right to set the initial salary of new hires based on their education and experience.
5. Payment for on call will be negotiated between the parties.
6. **Equity.** \$25,000, distributed to the colleges on the basis of the number of employees in the two units (PAT and SUP) combined at each college, shall be available annually for equity adjustments in accordance with the following:
  - a. At each member college, the President and the Union will constitute a committee which will review requests from individuals or similarly situated groups of individuals who allege that because of internal or other inequities, their salary(ies) need(s) adjustment.
  - b. After review of an application, the committee shall recommend any salary adjustments to the President for their approval or denial. If the President disagrees with the committee's recommendation, they shall meet with the committee before issuing the final decision. The President shall notify in writing the committee and the Union of their decision within ten (10) days of receipt of the committee recommendation. Such decision shall not be arbitrary or capricious.

## ARTICLE 25

### PAYROLL

1. Salaries are paid in bi-weekly installments on alternate Thursdays. Should the Colleges decide to change the date upon which employees will be paid, it will provide at least thirty (30) days' notice of such change. Employee paychecks will be deposited electronically to a bank account or accounts of the employee's choice, subject to the written authorization of the employee, unless an employee asks the College's Business Office to pay him or her by check.
2. The College will provide, or otherwise make available, an electronic record of each bi-weekly pay stub to the employee or a hard copy upon request. In addition to detailing regular earnings and deductions, the pay stub will also list separately, if applicable to the employee, any earnings due under separately contracted compensation up to the number of categories permitted by the software program.
3. The pay stub will also provide a breakdown of the employee's accrued, used, and accumulated sick, vacation, personal, compensatory, and overtime hours (where applicable).
4. For exempt employees, should the payroll software only permit the employee to enter standard work time (37.5 hours) and leave time, time entered may or may not reflect the actual time worked. However, leave time entered shall reflect actual leave time taken.

## ARTICLE 26

### GROUP INSURANCE BENEFITS

1. Full-time employees are eligible to participate in the following group insurance programs: life insurance; accidental death and dismemberment; medical and dental coverage and long-term disability.
2. The Colleges will keep complete descriptions or certificates for the benefits programs in the Human Resources Office of each College. Employees are free to review and consult these documents for any particular question about coverage or benefits.
3. The Colleges shall offer a group dental and medical point of service managed care plan to full-time employees, their spouses and legal dependents. Employees currently working less than full-time who are currently receiving benefits will continue to receive those benefits.

The cost of the premiums for such a plan shall be split between the College and the employee according to the following schedule:

<u>Full-time Base Salary</u>	<u>College</u>	<u>Employee</u>
\$15,000 or less	100%	0

Between \$15,001 and \$20,000	98%	2%
Between \$20,001 and \$25,000	96%	4%
Between \$25,001 and \$30,000	94%	6%
Between \$30,001 and \$35,000	92%	8%
Between \$35,001 and \$40,000	90%	10%
Between \$40,001 and \$45,000	88%	12%
Between \$45,001 and \$50,000	86%	14%
Between \$50,001 and \$60,000	84%	16%
Between \$60,001 and \$70,000	82%	18%
Over \$70,000	80%	20%

Office visits for such a plan shall be \$15 per visit.

4. Long term disability with annuity premium benefits, life and accidental death and dismemberment insurance coverage equivalent to those in effect on August 31, 1984 shall be provided for and paid for by the College.
5. The College will provide access to upper tier coverage of the group dental insurance to any employee willing to pay the difference in cost. This option will be available beginning January 1, 2017. What constitutes “upper tier coverage” shall be determined by proposal of the Union to the Colleges and determination by the Colleges that such coverage is reasonably available on the market.
6. An employee may opt out of the health insurance plan in accordance with the VSC policy on opting out of health insurance. Employees opting out of both the group dental and medical plan shall receive \$1,800 at the completion of any VSC fiscal or calendar year in which there is a waiver of enrollment in the VSC medical and dental plans. The amount shall be pro-rated for the proportion of the year worked. Employees opting out of only the medical plan shall receive \$1,400. The opt out option can be exercised only once a year. The dollar amounts listed above shall remain in effect in accordance with VSC policy on opting out of health insurance.
7. All employees will participate in the same prescription plan of the Colleges’ choice, provided that the cost of generic drugs shall be \$10 per prescription and cost of brand drugs shall be \$20 per prescription. When a generic drug is available and the employee elects a brand drug instead, he or she shall pay the \$20 plus the difference between the cost of the generic and the cost of the brand drug. There shall be a prescription drug co-payment cap of \$500 yearly per employee account. (The year shall run from July 1 to June 30).
8. Insurance claims shall be made directly to the insurance company rather than through the Colleges’ offices.
9. If during the life of this *Agreement*, the Vermont Legislature or federal government passes or adopts any legislation or regulation that involves universal medical insurance or that otherwise affects, directly or indirectly, medical insurance plans, the cost of offering such plans, or any payroll taxes to support other medical insurance plans, then either party can ask to re-open the contract on a limited basis and negotiate over the impact of such legislation or



regulations on the medical insurance plans and their costs. A party who wishes to re-open the contract for this purpose must notify the other within ten (10) days of the passage of such legislation or regulations. The parties will then meet within thirty (30) days of such notification. In such a case, either side may then place on the table as a matter for full negotiations any modifications of the current medical insurance provisions of this *Agreement*.

10. Effective January 1, 2017, all newly hired full-time employees shall receive a high deductible Health Reimbursement Account health care plan in lieu of the plan described in Section 3 above. All full-time employees hired before January 1, 2017 may choose the high deductible plan in place of the plan described in Section 3 above. After January 1, 2017, if any new non-bargaining unit hires are eligible for the plan described in Section 3, that plan will be available to all employees hired after January 1, 2017.

## **ARTICLE 27**

### **RETIREMENT AND CONTINUED BENEFITS**

1. All full-time employees who have completed their probationary period are eligible for membership in the Colleges' programs with TIAA. The Colleges shall contribute 12% of the employee's base annual salary each year to the VSC Retirement Plan. Beginning July 1, 2016, the Colleges' contribution towards TIAA for all full-time new hires who have completed their probationary period shall be 10% on income up to \$40,000 and 8% on any income above \$40,000. Beginning July 1, 2017, the Colleges' contribution towards TIAA for all full-time VSC-UP members who have completed their probationary period shall be 10% on income up to \$40,000 and 8% on income above \$40,000. If the Colleges provide more favorable terms on contributions to TIAA for non-bargaining unit employees than the terms set forth above, the Colleges shall apply the more favorable terms to VSC-UP members.
2. At the age of sixty-five (65) or thereafter, an employee with at least ten (10) years of full-time service may retire with the retirement benefits described below. An employee who leaves VSC service and subsequently returns to VSC service shall be credited with 50% of the prior service toward retirement.
3. Upon retirement, an employee shall receive medical and dental insurance for self and spouse for the rest of their respective lives and for his or her family for one (1) year. In addition, employees who retire under this article shall receive a \$10,000 life insurance policy.

In addition, those employees hired prior to July 1, 2007 are eligible for retirement from the Colleges at age fifty-five (55) and above with at least fifteen (15) years of full-time service or at least twenty (20) years of full-time service regardless of age. An employee who leaves VSC service and subsequently returns to VSC service shall be credited with 50% of the prior service toward retirement.

As a limited grandfathering provision, employees hired before January 31, 1997 would continue to be eligible for retirement benefits under this section at age sixty (60) and ten (10) years of continuous employment and age sixty-five (65) and five (5) years of continuous employment.

4. The Colleges will continue to pay health insurance premiums for the spouse of a retiree as provided for in Paragraph 3 above. However, the Colleges shall not be obligated to provide health insurance coverage for a spouse as long as the spouse is covered by health insurance that is comparable to the level of coverage that said spouse would otherwise receive under the Colleges' plan or program. If the spouse no longer maintains coverage under an insurance plan or program, or loses his or her health insurance, the spouse will then be able to receive such health insurance as currently exists under the terms of this *Agreement*. In the case of any dispute regarding "comparability" and/or coverage eligibility, the parties agree to submit the dispute to grievance mediation with a mutually agreed upon neutral person. Any costs will be shared by the parties. Such decision shall not be binding upon either party, and, if no resolution is reached through this process, either party may proceed to the VLRB for resolution.
5. Once retired under these provisions, an employee who receives medical and/or dental insurance will be covered by and subject to whatever medical and dental programs and policies are in effect for actively employed employees, including but not limited to any obligations to contribute to the cost of premiums, internal co-payments, and deductibles which may change from time to time. A retired employee may opt in and out of medical and/or dental insurance in the same manner as a current employee. The contribution to premium rate for a retiree will be based on what his or her annual salary was at the time of retirement. It is provided, however, that whatever percentage of premium contribution rate a unit member is paying at the point of retirement shall not be increased. Employees hired prior to July 1, 2000 will not be required to contribute to the cost of premiums.
6. If an employee otherwise eligible for retirement benefits dies or becomes disabled, his or her spouse shall receive medical and dental insurance for the rest of his or her respective life if no other employer-provided coverage is available.
7. In the event of the death of an employee not eligible for retirement, the College shall continue to pay medical and dental insurance for his or her immediate family for a period of one (1) year and his or her beneficiaries shall receive payment for any accumulated vacation leave.
8. Retirees are entitled to the same privileges to use college athletic, recreational and library facilities as enjoyed by current employees. The Colleges shall insert a permanent forward from a retiree's College e-mail to the retiree's personal e-mail.
9. Notwithstanding any other provisions of this *Agreement*, any employee who begins employment with the VSC on or after October 1, 2012 will not be eligible for any of the retirement medical and dental benefits of this Article.

## ARTICLE 28

### TUITION WAIVER

1. Full-time employees of the Colleges, their spouses, dependent children and legal wards, whether married or unmarried, may enroll in any course or program at a VSC system college, including graduate courses and programs, without payment of tuition. Part-time employees and their immediate families may also enroll in any course or program, including graduate and summer, at any member college, excluding the Community College of Vermont, with a pro-rated tuition waiver. Tuition will be waived in direct proportion to the part-time employee's percentage of employment. For example, a .6 employee shall receive a 60% tuition waiver and pay 40% of the College's tuition costs.

Bargaining unit members will pay any applicable fees, not to exceed \$25 per course or \$100 in the aggregate per semester. "Fees" means costs that apply to all students generally such as costs charged to students for registration, orientation, student activities, or facilities. "Fees" do not include course-specific costs for such items as books, equipment, tools, uniforms, travel, lodging, and lab expenses.

The VSC definition of "dependent" for purposes of tuition waiver can be found on the VSC website.

2. In the event an employee dies or is permanently disabled during the time dependent children are enrolled, said children will be provided the continuation of tuition waiver until the completion of a bachelor's degree or up to a limit of one hundred fifty (150) credits, whichever comes first.
3. In the event that an employee with at least four (4) years of continuous service should die, or be permanently disabled, or retire under the provisions of this *Agreement*, his or her spouse if currently enrolled and any dependent children will be provided tuition waiver through the completion of a bachelor's degree.
4. Free tuition will be continued for one (1) year if the employee goes on a leave of absence or two (2) years if the employee is laid off.
5. In addition to the tuition waiver among the VSC institutions, an agreement between the University of Vermont (UVM) and the Vermont State Colleges provides opportunities for dependents of VSC employees to attend UVM under the conditions of the November 1991 tuition remission agreement. Any VSC dependent who may wish to attend UVM is subject to UVM policies and procedures applied to tuition remission. The VSC/UVM tuition remission agreement is appended at the end of this *Agreement* as Appendix C.

6. It is understood that the University and the Colleges may renegotiate the 1991 agreement at some point and if they do, the new agreement shall automatically replace the current 1991 agreement.
7. Retirees under Article 27 of this *Agreement* and their spouses may enroll in any course or program at a VSC system college on a space available basis without payment of tuition. Retirees and spouses shall pay any applicable fees, not to exceed \$25 per course or \$100 in the aggregate per semester.

## **ARTICLE 29**

### **PROFESSIONAL DEVELOPMENT**

1. Each college shall establish a professional development fund through which employees may be supported in further courses and professional activity relevant to their positions and deemed to be of value to the College.
2. Each college will constitute a professional development committee consisting of four (4) representatives from the Union and two representatives from the college, which will be charged with:
  - a. Formulating guidelines for the award of professional development funds;
  - b. Periodically reviewing the guidelines and revising them as needed;
  - c. Publicizing procedures for application;
  - d. Receiving and reviewing applications;
  - e. Recommending awards, subject to approval by the President or his or her designee as set forth below;
  - f. Establishing standard procedures for payment or reimbursement using professional development funds; and
  - g. Periodically reporting to the Union on applications to and awards from the professional development fund, as well as any other funding awarded to employees for professional development.
3. The Committee's recommendation shall be submitted to the President or designee. The President or his designee will review such applications for support and may decide in his or her discretion whether to grant such funds taking into consideration competing applications, the merits of the activity and whether or not there will be significant value to the institution as a result of the employee's attendance. If the President or designee is contemplating denying or modifying the Committee's recommendation, he or she shall meet with the

Committee before issuing the final decision. The President shall issue his or her decision to the employee and the Union within ten (10) days of either receipt of the Committee's recommendation or the meeting between the President and the Committee, whichever is later in time. Should the President, or his or her designee, deny or modify the request, he or she will set forth the reasons in writing to the employee and the Union.

4. System-wide, the amount available for professional development per contract year is:

FY17	\$65,000
FY18	\$68,000
FY19	\$71,000
FY20	\$74,000

The funds shall be distributed to each college based upon the number of employees in the two units (PAT and SUP) combined. Professional development funds left over at the end of the fiscal year shall be carried over to the next fiscal year for distribution system-wide.

5. When the College requires the employee to obtain work related training, the College will pay for the training and the costs will not be deducted from this reimbursement fund.

## **ARTICLE 30**

### **REIMBURSABLE EXPENSES AND LIABILITY COVERAGE**

#### **Travel Expenses**

1. Employees, when on authorized College business, will be reimbursed for necessary and reasonable expenses incurred for travel accommodations, parking, tolls, telephone calls, equipment and other incidentals upon documentation of such business-related expenses to the Business Office.
2. When employees are traveling on College business, they will be reimbursed for meals in accordance with the VSC Travel Policy.
3. For authorized motor vehicle miles actually traveled in the performance of College duties, a College employee will be reimbursed on a per mile rate at the same rate as the GSA rate for motor vehicle travel, unless the employee is traveling in a College-owned or leased vehicle. Mileage between an employee's place of residence and the normal work location will not be reimbursable.

#### **Liability Coverage**

The College will adhere to the following in regard to insuring College-owned or leased motor vehicles and their occupants.

- a. The VSC has insurance for Liability and Property Damage (to a third party) on a primary basis only for VSC-owned or leased vehicles. The limit of Liability is \$1,000,000 Combined for Bodily Injury and Property Damage. In the event that an employee is driving a VSC-owned or leased vehicle, the driver would have the benefit of primary coverage under the VSC policy.
- b. However, if an employee is using a personally-owned vehicle on behalf of VSC, and in the course of his or her employment, the coverage is excess of his or her personal auto liability coverage up to \$1,000,000. There is no coverage for the physical damage to the personally owned vehicle under VSC's coverage. This is the sole responsibility of the employee.
- c. The VSC agrees that employees in the PAT and SUP Units of the VSCUP will be covered under the Vermont State Colleges Educational Liability Policy for reasonable actions taken within the scope of employment.

## **ARTICLE 31**

### **MISCELLANEOUS**

1. One (1) parking permit will be granted to each bargaining unit member without charge. Each College may authorize additional parking permits at its discretion.
2. All bargaining unit members will be entitled to eat meals at all College dining facilities. Employee meal rates are established as part of the Food Service Management *Agreement* between the College and the food service contractor and such agreements are subject to renegotiations from time to time. Any employee discounts reflected in those agreements are subject to change at the discretion of the food service contractors, and the College shall be under no obligation to provide such discounts should they be discontinued. The College will seek to include such discounts in any negotiations with food service vendors.
3. All bargaining unit members are entitled to a 10% discount on items purchased at College bookstores.
4. Employees, their spouses, and dependent children are entitled to the use of libraries and recreational facilities at no charge, provided there is no interference with the educational mission of the Colleges, and that such facilities are used on non-working time, and in accordance with the rules, regulations, and schedules established by the College.

**ARTICLE 32**

**ACADEMIC REGALIA**

Where the College requires bargaining unit members to attend any ceremonial functions that require academic regalia, the College will provide appropriate caps, gowns and hoods at no cost to the employee.

**ARTICLE 33**

**BEREAVEMENT LEAVE**

Bargaining unit members will be granted up to five (5) days of paid leave in case of the death of a spouse, child, stepchild, foster child, parent or a non-tenant domiciled in the household. Bargaining unit members will be granted up to three (3) days of paid leave in the case of the death of an employee's brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather or stepmother. Leave may be approved by the President or designee for persons not listed above. The denial of such approval is not grievable.

**ARTICLE 34**

**RESERVED**

**ARTICLE 35**

**HOLIDAYS**

1. Bargaining unit members will be granted time off with pay for the following holidays or substitution holidays:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Town Meeting Day
- Memorial Day
- Independence Day
- Bennington Battle Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day

Christmas Eve Day  
Christmas Day

2. Full-time employees will be granted time off with pay. Full-time employees with appointments of less than twelve (12) months duration will be granted time off with pay for holidays which fall within their appointment terms. Part-time employees will receive pro-rated time off with pay for holiday hours that fall on normal workdays.
3. A nonexempt employee who is required to work on any holiday designated as such by the President or Chancellor will be paid for all hours worked at one and one-half (1.5) times the employee's regular hourly rate. An exempt employee who is thus required to work will be entitled to another day off with pay, such day to be approved by the supervisor.
4. The President or Chancellor will consult with the Union Chapter Chair or President prior to setting the holiday calendar.

## **ARTICLE 36**

### **JURY DUTY**

A leave of absence will be granted to any employee who is required to be absent due to jury duty. The Colleges will pay the employee his/her regular rate of pay for working hours lost to jury duty, provided the employee provides documentation that he/she was not paid by the courts for such service.

## **ARTICLE 37**

### **MEDICAL LEAVE**

1. A full-time employee who is hired to work on a regular basis at 1.0 FTE shall earn medical leave according to the following schedule:

Less than one (1) year	One (1) day for each month of service
One (1) year but less than five (5)	Twelve (12) days per year upon anniversary date of hire accrued bi-weekly
Five (5) years but less than ten (10)	Fifteen (15) days per year upon anniversary date of hire accrued bi-weekly
Ten (10) years or more	Eighteen (18) days per year upon anniversary date of hire accrued bi-weekly



All other full-time and part-time employees shall earn medical leave on a pro-rated basis in relation to the above schedule.

2. Employees may use medical leave to obtain medical or dental care, to recuperate after childbirth or in the case of serious illness/accident involving parents or stepparents, children or stepchildren, spouses, or other non-tenants domiciled in the household. Medical leave may be approved by the President or designee for persons not listed above. The denial of such approval is not grievable.
3. Notice of illness or injury should be reported as soon as possible to the employee's immediate supervisor. If use of the leave extends beyond five (5) consecutive working days, or if the supervisor believes there has been an abuse of sick leave, a physician's statement may be required upon return to work in order for leave and pay for leave to be authorized.
4. Medical leave may be accumulated up to a maximum total of one hundred fifty (150) days.
5. A sick leave bank is created for the purpose of providing sick leave to employees who have exhausted their sick leave and to allow them to receive leave donations as set forth below.

a. Donation to Sick Leave Bank

Employees at a College may donate at any time to the College's sick leave bank. Unless otherwise authorized by the Dean of Administration, donations by an employee may not exceed ten (10) sick days within any 12-month period. Such donations shall not be designated for any particular employee. Twice annually, at the beginning of each semester, the College shall notify employees of the opportunity to donate sick leave to the sick leave bank.

b. Application for Sick Leave Bank

An employee may apply for sick leave from the sick leave bank if he or she has exhausted his or her sick and personal leave and all except five (5) days of vacation leave, and:

- i. Presents a documented extended illness or injury on the part of the employee, and;
- ii. The employee has pursued all avenues for long-term disability if the illness or injury is expected to last longer than six (6) months.
- iii. Donated leave from the sick bank is not available to be used for the care of others.

c. Sick Leave Bank Administration

- d. The Dean of Administration and one Union member selected by the Chapter Chair for a term of one year which may be renewed will review applications under this Article and

shall decide whether and to what extent to allow use of the sick leave bank. If they do not agree, the Dean shall make the final decision. The Dean's decision is not grievable. If the request is denied in part or in full, the Dean shall submit in writing to the Union and the applicant the reason for denial. The Union will also be notified in writing when requests are approved. The Dean and the Union member shall sign a confidentiality agreement prior to hearing requests. The Union member may not participate in the decision making process regarding an employee's application if the employee so requests.

6. Upon termination of employment, for any reason, employees will not be paid for any accumulated medical leave.
7. The College may designate medical leave as Family and Medical Leave Act (FMLA) leave. FMLA leave shall be administered in accordance with the Colleges' FMLA policy and procedures and all applicable federal and state law.
8. Parental Leave
  - a. Pregnancy. A bargaining unit member may use accrued medical leave, in accordance with the Medical Leave policy, in case s/he or her/his spouse suffers illness or complications related to pregnancy, either prenatal or postnatal.
  - b. Birth/adoption/custody. In accordance with state (Vermont Parental and Family Leave Law) and federal (FMLA) laws, the College will allow an employee to use accrued paid leave or unpaid leave at the time of birth, adopting a child or taking custody of a foster child.
  - c. An employee returning from a parental leave may propose a non-standard work schedule in accordance with the non-standard work schedule provisions of the Work Duties and Schedule Article.

## **ARTICLE 38**

### **MILITARY LEAVE**

1. Employees will be granted military leave without pay upon assignment to extended active duty with the United States Military. Military leave may continue through the period of active duty. Should a regular employee need only a temporary leave of absence, as required by the military unit, such leave may be granted with pay by the President or designee for not more than fifteen (15) working days in any twelve (12) month period for the purposes of reserve training or active duty. Military pay shall be retained by the employee. Such temporary leave will not be counted against vacation time.
2. The Colleges shall not be obligated to pay insurance premiums for any employee on extended active military duty status; however, family members will have the option to remain

on the Colleges' health insurance at the same premium contribution rates for active employees. Arrangement will be made for payment of premiums with the Business Office.

3. The Colleges will continue to adhere to the requirements of the Uniform Services Employment and Reemployment Act.

## **ARTICLE 39**

### **PERSONAL LEAVE**

Full-time employees are eligible for four (4) personal days per calendar year. Notice of Personal leave shall be given as soon as possible to the employee's immediate supervisor. Personal days for those less than full-time will be pro-rated. A personal day is earned at the completion of a full calendar quarter and is available to be taken the first day of the subsequent quarter. Unused personal leave shall not be carried forward into a subsequent fiscal year. Upon termination of employment for any reason, employees shall not be paid for any accumulated personal leave.

## **ARTICLE 40**

### **PROFESSIONAL AND VOLUNTEER SERVICE LEAVE**

1. The President, in his or her discretion, may approve paid professional leave for up to two (2) weeks for reasons related to professional development in connection with VSC employment. Examples for illustrative purposes, but not binding upon any member college President, might include attendance at a two-week workshop, enrollment in an academic course of study or participation in a scientific study in the fields of expertise. The President's decision shall be in writing, shall be provided to the employee and the Union within ten (10) days of the request, and is final and may not be grieved.
2. The President, in his or her discretion, may approve paid volunteer service leave of up to two (2) weeks for volunteer service that is consistent with the mission of the college. The President's decision shall be in writing, shall be provided to the employee and the Union within ten (10) days of the request, and is final and may not be grieved.
3. An employee may submit a request for a paid professional leave of longer than two (2) weeks. Such request shall be in writing; shall state the purpose and length of the leave; how the employee's duties may be covered during the leave and what value the leave may have to the College and the employee. These requests shall be sent to the President who may approve or disapprove at his or her discretion. The President's decision shall be in writing, shall be provided to the employee and the Union within twenty (20) days of the request, and is final and may not be grieved.

**ARTICLE 41**

**UNPAID LEAVES OF ABSENCE**

An employee may apply for and will be considered for unpaid leaves of absence. The President shall decide whether or not to grant such leaves of absence, their duration, and other terms related to the necessary operation of the College. Such permission will not be unreasonably withheld. Leaves of absence of one (1) year or less shall not be deemed to break an employee's seniority, but the employee shall not earn any seniority while on an unpaid leave of absence. Employees on unpaid leave of absence are considered to be employees of the Colleges.

During such leave, employees will receive no salary or fringe benefits, except group insurance and tuition waivers. Tuition waivers will be administered in accordance with the VSC Tuition Waiver policy. See Article 28.

**ARTICLE 42**

**VACATION LEAVE**

1. Full-time exempt employees who are hired to work on a regular basis at 1.0 FTE shall earn vacation leave at the rate of twenty (20) days per year up to fifteen (15) years of service. After fifteen (15) years of service the rate will be twenty-one (21) days per year. After twenty-five (25) years of service the rate will be twenty-four (24) days per year. All other full-time and part-time exempt employees shall earn vacation leave on a pro-rated basis in relation to the above schedule. Employees whose status changes from exempt to non-exempt due to changes in the overtime rule in the Fair Labor Standards Act will continue to accrue vacation time as set forth in this section.

2. Full-time non-exempt employees who are hired to work on a regular basis at 1.0 FTE shall earn vacation leave as follows:

Less than one (1) year	1 day for each month of active service
More than one (1) but less than five (5)	12 days per year
Five (5) years but less than ten (10)	15 days
Ten (10) years but less than fifteen (15)	18 days
Fifteen (15) years but less than twenty-five (25)	21 days
Twenty-five (25) years or more	24 days

All other full-time and part-time non-exempt employees shall earn vacation leave on a pro-rated basis in relation to the above schedule.

3. In all cases above, such service must be continuous. Vacation leave is earned on a bi-weekly basis. Employees shall have until June 30 of each year to reduce their accumulated vacation

leave to one (1) times their annual earned days. Accumulation in excess of one (1) times their earned days shall be lost to the employee at the end of June each year.

4. An employee's use of vacation time is subject to the work requirements of the College/office/department and requires the prior approval of the supervisor. Vacation leave may not normally be taken prior to the completion of the first six (6) months of employment.
5. Upon termination of employment, employees shall be entitled to compensation for any accumulated vacation leave at the current salary level. Vacation leave shall be paid in a lump sum effective on the last day of employment and this payment is not subject to retirement plan contributions.

### **ARTICLE 43**

#### **RETURN STATUS**

An employee who is granted a leave under the provisions of this *Agreement* will be entitled to compensation based on any negotiated wage and fringe benefit changes that took effect during the leave period. An employee on leave of absence shall retain whatever seniority he or she held when the leave started but shall not accumulate seniority during the leave.

### **ARTICLE 44**

#### **NO STRIKE, NO LOCKOUT**

1. The Union, on behalf of its officers, agents and members, agrees that so long as this *Agreement* or any written extension of it is in effect, it shall neither conduct nor support any illegal strike or other withholding of required employment services from the Colleges.
2. Any member of the unit who violates the provisions of this article will be subject to disciplinary action.
3. The Union agrees to indemnify the Colleges for all expenses and damages that occur as a result of prohibited activity under Section 1 of this article when such action is publicly condoned by the Union. In the event of prohibited activity under this article, the Union agrees to use reasonable efforts to inform members of the unit of the illegality of such activity and of the Union's policy of opposition to such activity.
4. The Colleges will allow no lockouts during the term of this *Agreement* or any written extension to it.

## ARTICLE 45

### PRINTING AND DISTRIBUTION OF AGREEMENT

The Colleges will be responsible for copies or printing of the *Agreement* and all costs associated with such copying or printing. The Colleges will decide the format of the printed copies. As soon as practicable, the Colleges will provide each member of the bargaining unit with a copy of the *Agreement* and will provide a copy of the *Agreement* to any new employee entering the bargaining unit. In addition, the Colleges will provide the Union President with twenty (20) paper copies of the *Agreement*. The *Agreement* will be available on an accessible website provided by one or both of the parties.

## ARTICLE 46

### SEPARABILITY

1. If any provision of this *Agreement*, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, all of the other terms, conditions and provisions of this *Agreement* shall remain in full force and effect, to the same extent as if the invalid provision had never been part of this *Agreement*. In such an event, the remainder of this *Agreement* shall continue to be binding upon the parties to it.
2. In such an event, the parties agree to renegotiate, upon ten (10) days' notice from either party, any provision that has been invalidated, as long as the renegotiation is not prohibited by law.

## ARTICLE 47

### EFFECT OF AGREEMENT

1. This constitutes the entire agreement between the Colleges and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
2. The parties acknowledge that during the negotiations which resulted in this *Agreement* each had the unlimited right and opportunity to make demands with respect to any subject or matter not excluded by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this *Agreement*.
3. The Colleges and the Union, for the duration of this *Agreement*, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to

bargain collectively with respect to any subject or matter referred to or covered by this *Agreement* or with respect to any subject or matter not specifically referred to or covered by this *Agreement* even though such subjects or matters may not have been within the contemplation of either or both of the parties at the time that they negotiated or signed the *Agreement*.

## **ARTICLE 48**

### **DURATION**

This *Agreement* shall continue in effect until June 30, 2022. Negotiations for a new agreement to take effect upon the expiration of this *Agreement* shall be commenced at any time within one year next preceding the expiration date upon the request of either party and may be commenced at any time previous thereto with the consent of both parties. Each party is encouraged to notify the other of its desire to negotiate a new agreement no later than March 30, 2022. In the event the parties are not able to arrive at a successor agreement and this *Agreement* is no longer in effect, this *Agreement* shall remain in force until a new contract is ratified by the parties. However, nothing shall prohibit the parties from agreeing to a modification of certain provisions of this *Agreement* which, as amended, shall remain in effect until a new agreement is ratified by the parties.

In witness whereof the Vermont State Colleges has caused this instrument to be signed and sealed by its duly authorized representative and the Vermont State Colleges United Professionals Supervisory Unit has caused this instrument to be signed by its duly authorized representative this 16<sup>th</sup> day of April, 2021.

FOR THE  
VERMONT STATE COLLEGES UNITED PROFESSIONALS

Beth Walsh 4/16/21  
Beth Walsh, President

FOR THE  
VERMONT STATE COLLEGES

Sophie Zdatny 4/16/21  
Sophie Zdatny, Chancellor

Eileen "Lynn" Dickinson 4-16-21  
Eileen "Lynn" Dickinson, Chair of the Board of Trustees



**APPENDIX A**  
**RESERVED**

## APPENDIX B

### TWELVE FACTORS FOR JUST CAUSE

Under case law, each disciplinary action is considered in the context of twelve factors which are typically relevant to evaluating the appropriateness of a penalty. Since such factors will be used to evaluate the propriety of an action which is the subject of a grievance, it is helpful for the employer to take them into consideration before a disciplinary action is imposed.

1. The nature and seriousness of the offense, and its relation to the employee's duties, position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated.
2. The employee's job level and type of employment including supervisory or fiduciary role, contacts with the public and prominence of the position.
3. The employee's past disciplinary record.
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability.
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisors' confidence in the employee's ability to perform assigned duties.
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses.
7. Consistency of the penalty with any applicable agency table of penalties. (The State does not currently use any form of table of penalties.)
8. The notoriety of the offense or its impact upon the reputation of the agency.
9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question.
10. Potential for the employee's rehabilitation.
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter.
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

APPENDIX C

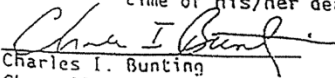
UVM/VSC TUITION REMISSION AGREEMENT


November 1991

Tuition remission agreement between Vermont State Colleges and the University of Vermont, dated August 10, 1977, is hereby amended:

"Children, legal wards, and stepchildren of any full-time employee of one institution eligible for tuition remission of that institution may attend the other institution without payment of tuition, provided:

- (1) all fees are borne by the student, and
- (2) that said student is pursuing an acceptable course of study leading to an undergraduate degree, and
- (3) that the student began his/her college education prior to age 21, and completes his/her education prior to reaching age 28. In the event the college education is deferred for military service, the education must have started prior to age 25 and must be completed within seven years or prior to reaching age 32, and
- (4) that this benefit shall provide no more than 150 credit hours of undergraduate education and shall not be extended beyond seven calendar years with the exception of time spent in the service, and
- (5) that this benefit shall apply to summer session work only when it is in satisfaction of degree requirements, and
- (6) that this benefit shall cease at the end of the semester during which termination of the employee takes place, and
- (7) that this benefit shall remain in effect while the employee is on approved inactive status, such as sick leave, disability leave, personal leave, sabbatical leave, maternity leave, military leave, etc., and
- (8) that this benefit shall be continued until the completion of the degree (limited only by No. 3 above) for children enrolled at the time of the death or permanent disablement of the employee, and
- (9) that this benefit shall remain in effect for the dependent children of deceased and retired employees who have completed at least four years of active service with the member institution and who were employed by the institution at the time of his/her death."

  
Charles I. Bunting  
Chancellor  
Vermont State Colleges

  
Thomas P. Salmon  
Interim President  
University of Vermont

Date: Nov. 2, 1991