

# Summary of All Tentative Agreements

## VSCUP June 9, 2016

**ARTICLE 2 DEFINITIONS:** add “or university” to definition of college.

**ARTICLE 2A TEMPORARY EMPLOYEES:** Temporary positions may be extended “one time, unless circumstances are present and documented.”

**ARTICLE 3 NON-DISCRIMINATION:** add “gender identity”. New language to make it clear that the VSC needs to address bullying and other inappropriate behavior “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:** new section “Whenever notice is 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 6 UNION RIGHTS:** change “release time” to “reduction in workload.” New Section: “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 7 INFORMATION AND DATA:** Copies of changed job descriptions to the union within 10 days. By March 1 of each year, a full employee list.

**ARTICLE 8 MEET AND DISCUSS:** 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:** clean up language. Adds that the new employees will receive a copy of their job description.

**ARTICLE 11 PERSONNEL FILES:** Employees will be notified if important material is placed in or removed from their file.

**ARTICLE 12 GRIEVANCE AND ARBITRATION:** clean up language.

**ARTICLE 13 DISCIPLINE AND JOB PERFORMANCE:** The College will now have the responsibility of informing an employee of their right to have a Union representative present if the supervisor reasonable believes the meeting may lead to disciplinary action.

**ARTICLE 14 WORK DUTIES AND SCHEDULES:** New language: “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.

Overtime will be after having worked 40 hours in a week.

If an exempt employee’s position is moved to non-exempt, the following formula will be used to convert the salary to an hourly wage:

Salary divided by 52 weeks then divided by 37.5 hours=New hourly wage. This is better than the law requires. The law states that employers could use estimated overtime (and divide by 40 instead of 37.5) to decrease the hourly wage even further.

**ARTICLE 15 HEALTH & SAFETY, WORK ORDERS, INDEMNIFICATION:** New language “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.

**ARTICLE 16 CLASSIFICATION AND RECLASSIFICATION:** clarify that employment status means “exempt/nonexempt.” Clarification language about “Human Resources Office.”

**ARTICLE 17 EVALUATION:** Clarification that the committee has completed the form. Addition “All position descriptions (as described in Article 14) must be available online via the Vermont State Colleges website.”

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**ARTICLE 19 VACANCIES AND JOB POSTINGS:** New language “If any information in the position description changes fundamentally during the hiring process, the position will be reposted for the full ten (10) days. Clarify that employment status means “exempt/nonexempt.”

**ARTICLE 21 REDUCTION IN FORCE:** If an employee is laid off, they can choose to retain recall rights, or if they waive their recall rights, receive one week of severance pay for every full year of service, up to ten weeks of severance.

Employees may refuse a recall and retain recall rights.

**ARTICLE 22 GRANT FUNDED POSITIONS:** If a grant funded position loses its grant, the College may retain the position in whole or in part, but such decisions shall not be grievable.

**ARTICLE 23 SUBCONTRACTION:** The Administration withdrew its proposal to increase its ability to subcontract our jobs.

**ARTICLE 24 SALARY:**

FY17: 2.75%

FY18: 2.95%

FY19: 3.25%\*

FY20: 3.25%\*

\* If the NBU gets a higher % VSCUP would get higher %

Equity: \$25,000/year. Equity based only on internal comparisons, not CUPA

**ARTICLE 25 PAYROLL:** 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 actual time worked. However, leave time entered shall reflect actual leave time taken.

**ARTICLE 26 GROUP INSURANCE BENEFITS:** New hires as of 1/1/17 required to take new High Deductible Health Reimbursement Account Insurance Plan. Optional for current employees.

All current exempt employees will retain their current vacation accrual even if they are required to become a non-exempt employee.

Optional higher tier of dental insurance (additional cost paid by employee)

**ARTICLE 27 RETIREMENT AND CONTINUED BENEFITS:**

10% TIAA contribution on salary up to \$40,000, 8% TIAA contribution on any amount over \$40,000. Starting immediately for new hires. Starting on 7/1/17 for current employees

**ARTICLE 29 PROFESSIONAL DEVELOPMENT:**

FY17: \$65,000      FY18: \$68,000

FY19: \$71,000      FY20: \$74,000

carryover of unused funds into fiscal year (and divided among the campuses)

**ARTICLE 31 MISCELLANEOUS:** Clarification language.

**ARTICLE 33 BEREAVEMENT LEAVE:** includes foster child. New language “Leave may be approved by the President or designee for persons not listed above. The denial of such approval is not grievable.

**ARTICLE 37 MEDICAL LEAVE:** Medical Leave may be approved by the President or designee for persons other than parents, stepparents, children, stepchildren, spouses, but denial is not grievable.

Sick bank may only be used for employees. The union will have a seat in decisions about the use of the sick bank.

**ARTICLE 38 MILITARY LEAVE:** Clarification language.

**ARTICLE 39 PERSONAL LEAVE:** New language: “Notice of leave shall be given as soon as possible to the employee’s immediate supervisor.”

**ARTICLE 42 VACATION LEAVE:** Current employees whose are required to change from exempt to non-exempt will keep the higher accrual level.

**ARTICLE 45 PRINTING AND DISTRIBUTION OF**

**AGREEMENT:** The Colleges will provide 20 copies to the Union.

**ARTICLE 48 DURATION:** 4 year contract.