

FINAL AGREEMENT

between the

VERMONT STATE COLLEGES and the

VERMONT STATE COLLEGES UNITED PROFESSIONALS

The Vermont State Colleges and the Vermont State Colleges United Professionals hereby agree to the following:

1. All tentative agreements are incorporated. All other proposals not addressed herein are withdrawn.
2. Wages Fiscal Year COLA


 2017 2.75%
 2018 2.95%
 2019 3.25% or NBU, whichever is greater
 2020 3.25% or NBU, whichever is greater

Article 24 shall be rewritten to incorporate these provisions.

3. 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 \$40,000.00 and 8% on any income above \$40,000.00. Beginning July 1, 2017, the Colleges' contribution as set forth above shall apply to all VSC-UP members. If the Colleges provide more favorable terms on contributions to TIAA for non-bargaining unit employees than agreed to above, the Colleges shall apply the more favorable terms to the VSC-UP. Article 27 shall be rewritten to incorporate these provisions.
4. Professional development funds under Article 29 for FY 2017 shall be \$65,000.00; for FY 2018 shall be \$68,000.00; for FY 2019 shall be \$71,000.00; and for FY 2020 shall be \$74,000.00. 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. Article 29 shall be rewritten to incorporate these provisions.

Agreed to this 9th day of June, 2016 at Montpelier, Vermont.

VERMONT STATE COLLEGES
UNITED PROFESSIONALS

By: 
Beth Walsh, President

VERMONT STATE COLLEGES

By: 
William J. Reedy, General Counsel

ARTICLE 2

DEFINITIONS

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2. College A campus-based institution that is a member college or university of the Vermont State Colleges.

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Tentative Agreement May 31, 2016

VERMONT STATE COLLEGES
UNITED PROFESSIONALS

VERMONT STATE COLLEGES

By: Beth Walsh

Beth Walsh, President VSC-UP

By: William J. Reedy

William J. Reedy, VSC General Counsel

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 VSC-UP 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.

Tentative Agreement May 9, 2016

VERMONT STATE COLLEGES
UNITED PROFESSIONALS

By: Beth Walsh

Beth Walsh, President VSC-UP

VERMONT STATE COLLEGES

By: William J. Reedy

William J. Reedy, VSC General Counsel

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.

Tentative Agreement June 9, 2016

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Beth Walsh, President VSC-UP

By: William J. Reedy
William J. Reedy, VSC General Counsel

ARTICLE 4
MANAGEMENT
RIGHTS

* * * *

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.

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William J. Reedy, VSC General Counsel

ARTICLE 5

UNION RIGHTS

* * * *

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 ~~release-time~~ 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% ~~release-time~~ reduction in workload. The Union will report at certain scheduled times of the year the names and percentages of ~~release-time~~ reduction in workload time currently being taken.

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

* * * *

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:

d. For those officers with ~~release-time~~ reduced workload under Section 4 above, such time shall be used to attend meetings under this section.

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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.

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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 ~~in a timely fashion~~ 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. ~~Each July~~ 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.

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Beth Walsh, President VSC-UP

VERMONT STATE COLLEGES

By: 

William J. Reedy, VSC General Counsel

ARTICLE 8 MEET AND DISCUSS

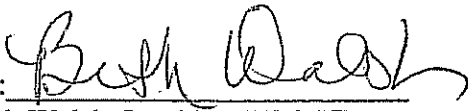
At least once each semester, the President of the Union and the Chancellor, or their respective designees, will meet and discuss matters related to the administration of the *Agreement* or other matters of mutual concern. Such discussions will neither substitute for, nor circumvent, the contractual grievance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

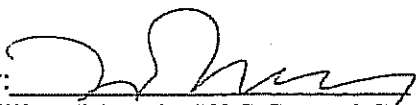
Union leadership on each campus may request a meeting with the campus President and approval of the request may not be unreasonably withheld. Such discussions will neither substitute for, nor circumvent, the contractual grievance procedure or other consultation mechanisms specified elsewhere in the Agreement.

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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 ~~Business Office~~ Human Resources Office, however named, unless otherwise directed, on the first day of active employment.
2. ~~Normally, the~~ 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 ~~the~~ new employee 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.

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ARTICLE 11

PERSONNEL FILES

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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.

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ARTICLE 12
GRIEVANCE AND ARBITRATION
PROCEDURE

* * * *

1. Definitions*

- a. A "grievance" is a claim that one or more specific terms or provisions of this *Agreement* ~~have~~ 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

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Counsel

ARTICLE 13

DISCIPLINE AND JOB
PERFORMANCE

* * * *

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 their 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. ~~Nothing in these provisions requires the College to notify the employee of such right.~~
 - d. Within ~~thirty (30)~~ 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.

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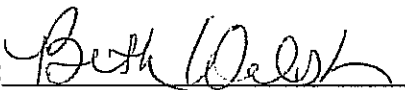
6. **Procedure for Discharge Due to Unsatisfactory Job Performance.**

- 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: written or electronic letter of warning may be issued with a copy to the Union.
 - i. A written or electronic letter of warning may be issued to the employee, with a copy to the Union.

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ARTICLE 14

WORK DUTIES AND
SCHEDULES

* * * *

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:

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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 ~~thirty-seven and a half (37.5)~~ 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*.

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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.

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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.

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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; ~~administrator/administrative staff~~) 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.


* * * *

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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.

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May 9, 2016

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ARTICLE 17

EVALUATION

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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 in accordance with 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 Forms and Contents Form. ~~The Colleges and the Union will create a joint committee, with an equal number of union representatives and administrators (not to exceed six (6) for each side) to develop a standard evaluation form for the Colleges to use in evaluating all members of the bargaining unit. The committee will begin work no later than six (6) weeks after ratification of this Agreement and will set a target of three (3) months for the completion of its work. 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. ~~Upon completion of the approval of the evaluation form, the~~ The Colleges will provide offer annual training to supervisors on how to conduct evaluations ~~and will periodically update such training.~~
- 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

Tentative Agreement May 31, 2016

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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.

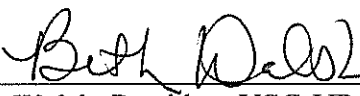
2. Vacancy notices will include the following information: position title; grade level; employment status (exempt/nonexempt; ~~administrator/administrative staff~~); hours per week and/or months per year; what bargaining unit, if any, the position is in; job duties; skills, if grant funded, and other specifications required for the position as well as details of the application procedure.

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6. The Colleges will provide to the Union a list of additional assignment contracts for all VSC employees on or about March 1.

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ARTICLE 21
REDUCTION IN
FORCE

* * * *

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, and
 - 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.

* * * *

6. In the event of a layoff under this article, an employee may purchase health benefits through COBRA (<http://ww1.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.

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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 her/his 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 her/his 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 her or his layoff date, she or he will retain any prior seniority and benefits.

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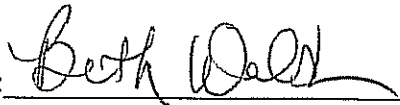
ARTICLE 22

GRANT FUNDED POSITIONS

1. ~~It is understood that positions~~ Positions funded, ~~in whole or in part,~~ 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. No employee who is in such a position may file a grievance over the termination of the position. 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*.

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ARTICLE 25

PAYROLL

* * * *

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 actual time worked. However, leave time entered shall reflect actual leave time taken.

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ARTICLE 26

GROUP INSURANCE BENEFITS

* * * *

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.

* * * *

9. 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 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.

Tentative Agreement June 9, 2016

VERMONT STATE COLLEGES
UNITED PROFESSIONALS

VERMONT STATE COLLEGES

By: Beth Walsh
Beth Walsh, President VSC-UP

By: William J. Reedy
William J. Reedy, VSC General Counsel

ARTICLE 31

MISCELLANEOUS

* * * *

4. Employees, their spouses, ~~eligible parties to a civil union,~~ and dependent children of either 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.

Tentative Agreement May 9, 2016

VERMONT STATE COLLEGES
UNITED PROFESSIONALS

By: Beth Walsh
Beth Walsh, President

VERMONT STATE COLLEGES

By: William J. Reedy
William J. Reedy, General Counsel

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, ~~eligible party to a civil union~~, child, stepchild, foster child, parent or ~~person~~ 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 for persons not listed above. The denial of such approval is not grievable.

or designee ^{with} SW

Tentative Agreement May 31, 2016

VERMONT STATE COLLEGES
UNITED PROFESSIONALS

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By: Beth Walsh
Beth Walsh, President VSC-UP

By: William J. Reedy
William J. Reedy, VSC General Counsel

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:

Table with 2 columns: Duration of service and Medical leave accrued. Rows include: 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 partner in a civil union, or others 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.

* * * *

- 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.

* * * *

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 or the employee's immediate family member, 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

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.

* * * *

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. Adoption 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.

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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.

Tentative Agreement May 9, 2016

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Beth Walsh, President VSC-UP

VERMONT STATE COLLEGES

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William J. Reedy, VSC General Counsel

ARTICLE 39

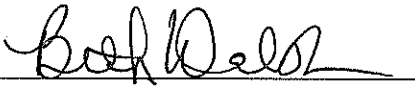
PERSONAL LEAVE

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.

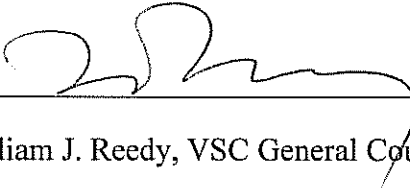
Tentative Agreement June 9, 2016

VERMONT STATE COLLEGES
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VERMONT STATE COLLEGES

By: 

Beth Walsh, President VSC-UP

By: 

William J. Reedy, VSC General Counsel

ARTICLE 42

VACATION

LEAVE

1. Full-time ~~Administrators~~ 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 ~~Administrators~~ 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 ~~Administrative Staff~~ 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) days	18 days
Fifteen (15) years but less than twenty-five (25)	21 days
Twenty-five (25) years or more days	24 days

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

* * * *

Tentative Agreement June 9, 2016

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Beth Walsh, President VSC-UP

By: William J. Reedy
William J. Reedy, VSC General Counsel

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.

Tentative Agreement June 9, 2016

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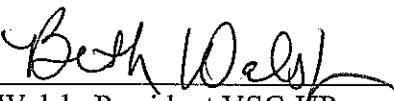
ARTICLE 48

DURATION

This *Agreement* shall continue in effect until June 30, 2020. 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, 2020. 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.

Tentative Agreement June 9, 2016

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