# Agreement Between

# Vermont State Colleges and

# Vermont State Colleges United Professionals

# Supervisory Unit

AFT Vermont, Local 6217, AFL-CIO

July 1, 2022 – June 30, 2024

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Article 29.

## 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 3

## NON-DISCRIMINATION

1.

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 their 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.

b. Each negotiating team member must inform their 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 their 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

# ARTICLE 6

# DUES

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. Procedures for the above shall be followed in accordance with forms provided by the Federation.

   b. The Colleges shall continue to deduct dues while a member is employed in the bargaining unit unless the Union notifies the Colleges that the member has properly withdrawn authorization. Such deductions shall only be made in equal amounts bi-weekly, beginning the first payroll period after receipt of the authorization card by the Office of the
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# ARTICLE 7

# INFORMATION AND DATA

1. Right to Information
   Upon receipt of a written request from the Union, the State Colleges shall make available any information within its possession or control not exempted by law that is relevant and necessary for the Union to meet its collective bargaining responsibilities or to administer this Agreement. Such information shall be made available within thirty (30) calendar days of the Union's request; if such information is not readily available within said thirty (30) days, unless otherwise agreeable to the parties, the State Colleges shall so notify the Union and shall make the requested information available as soon as reasonably possible. When practicable, information shall be provided in Excel file Format.

   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, within ten (10) days of its receipt of the signed letter.

# 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:

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 their 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 their 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 their 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 their 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 fedTd[(e)4 (m)-hT1 1 Tf0. Tw 0.8 0 Td-

11. No anonymous or undated material shall be placed in any personnel file.

12. Employees are responsible for notifying the College 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

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. Procedures

a. Step One: Dean or Equivalent Management Level Supervisor

Unless otherwise indicated in this Article, the gought gtedeisoughtsstedteisted2goghtistede6(is)TJ-0.004

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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:

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

ii.

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

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 their 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

a. The evaluation will be done on a form initially developed by the committee created in the

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.

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 23:

   Each employee who is employed by the Colleges on April 1, 2022 and is still on the payroll as a unit member as of the time the payment is made shall receive:
   a. a 4.25% base compensation increase, retroactive to 7/1/2022 on the first payroll following ratification; and
   b. A one-

c. A one-time Lump Sum Retention Service Bonus of $250 on the first payroll following March 1, 2023.
d. The increases will be pro-rated in direct proportion to the unit member's FTE.

FY24:

Each employee who is employed by the Colleges on April 1, 2023 and is still on the payroll as a unit member at the time the payment is made shall receive:

a. a 4.0% base compensation increase on July 1, 2023; and
b. A one-time Lump Sum Retention Service Bonus of $500 on the first payroll following October 1, 2023; and
c. A one-time Lump Sum Retention Service Bonus of $250 on the first payroll following March 1, 2024.
d. The increases will be pro-rated in direct proportion to the unit member's FTE.

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. $30,000 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

## ARTICLE 25

## PAYROLL

1. Compensation is 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 notifies the College's Human Resources office (or designee) for payment 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 reO ( )]TJT*[(()oyects t T cn a7 ( )20 (t)-2 (he)ememe

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|---|---|---|
| $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.

## 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 p a .plhoutdTw 0q36.mp.-1.16 T6 (

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

issuing the final decision. The President shall issue their 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 their designee, deny or modify the request, they 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:

| | |
|---|---|
| FY23 | $74,000 |
| FY24 | $74,000 |

The funds shall be distributed to each college based upon the number of employees in the

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## 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 siblings, grandparent, grandchild, in-law (siblings and parents), or stepparent. 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

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 their regular rate of pay for working hours lost to jury duty, provided the employee provides documentation that they were 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/acciden (i)-2 f4 (n (i(dbi)-2 (r)-7 (i)-6 (cal)-6 7 (i)-6g18.6 -/et13 ( i

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 banj (k)20 ( i)1n.reated for the purpose of providing sick leave to employee( i)1nwho 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 otherw(k)20 ( i)1e authorized by the Dean of Admin(k)20 ( i)1tration, donations by an employee may no exceed ten (10) sick days w(k)20 thin any 12-month period. Such donations shall not be designated for any particular employee. Tw(k)20 ce annually, at the beginning of each imester, the College shall notify employee( i)1nof the opportun(k)20 ty 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 banj (k)20 f they have exhausted eir sick and personal leave and all except five (5) days of vacation leave, and:

      i. Pre ints a documented extended illne i injury on the part of the employee, and;

      ii. The employee ha( i)1npur( i)1ued all avenue( i)1nfor disabi- 1enforcing ility if the illness or injury is expected to last longer than six (6) months.

      iii. Donated leave from the sick banj (k)20 ( i)1nnot available to be u( i)1ed for the care of other( i)1.

   c. Sick Leave Bank Admin(k)20 ( i)1tration

   d. The Dean of Admin(k)20 ( i)1tration and onen(k)20 on member ( i)1elected by the Chapter Chair for a term of onear which may be reed will rvieapplication( i)1nunder th(k)20 ( i)1nArticle and ( i)1hall decide whether and to what extent to allow u( 2i)1e ofhe sick leave banj. If they do not agree, the Dean shall make the final decision. The Dean's decision is not grievable. If the re( i)1t (k)20 ( i)1ndenied in part or in full, the Dean shall ( i)1ubmit (k)20 n writ(k)20 ng to the Un(k)20 applicant the reson for denial. The Un(k)20 on will also be notified i

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6. Upon termination of employment, for any reason, employees will not be paid for any accumulated medical leave.

7.

## 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.

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## 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 they 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 providing a printable version of the Agreement to the Union. 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 adm5.38 0 Titsgal, voUj-0.007 Tc Te ver -1.16 Td[(p)-

## ARTICLE 48

## DURATION

This *Agreement* shall continue in effect until June 30, 2024. 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, 2024.

Beth Walsh, President

FOR THE
VERMONT STATE COLLEGES

Sophie Zdatny, Chancellor

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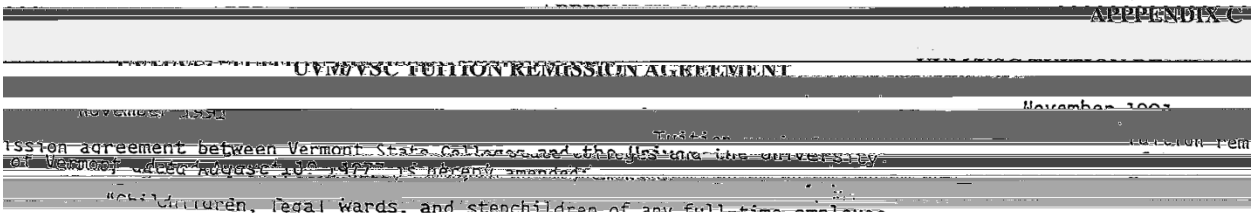

APPENDIX C

UVM/VSC TUITION REMISSION AGREEMENT

November 1991

ission agreement between Vermont State Colleges and the University of Vermont dated August 10, 1971, as hereby amended:

"Children, legal wards, and stepchildren of any full-time employee