AGREEMENT

BETWEEN
VERMONT STATE COLLEGES

AND

VERMONT STATE COLLEGES
STAFF FEDERATION

VERMONT STATE
EMPLOYEES ASSOCIATION

EFFECTIVE

JULY 1, 2016

To

JUNE 30, 2020

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ARTICLE i

PREAMBLE

This Agreement, to take effect July 1, 2016, is made between the Vermont State Colleges Staff Federation, Vermont State Employees Association (hereinafter "the Federation") and the Chancellor of the Vermont State Colleges for and on behalf of the Vermont State Colleges (hereinafter "the Vermont State Colleges") and each of the Vermont State Colleges individually and collectively (hereinafter "a College" individually, "the Colleges" collectively).

ARTICLE ii

WITNESSETH

In consideration of the mutual and reciprocal promises hereinafter set forth, the parties covenant and agree as follows:

ARTICLE iii

HEADINGS AND TITLES

Any headings preceding the text of the several Articles hereof are inserted solely for the convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

ARTICLE 1

DEFINITIONS

1. Board - The term "Board" as used in this Agreement refers to the Board of Trustees of the Vermont State Colleges.

2. College - The term "a College" as used in this Agreement refers in the singular to one of the member colleges, including Castleton University (but excluding the Community College of Vermont) of the Vermont State Colleges and "the Colleges" in the plural to all (but excluding the Community College of Vermont) the member Colleges.

3. Vermont State Colleges - The term "Vermont State Colleges" as used in this Agreement refers collectively to the Board, the Chancellor, and the Colleges.

4. Federation - The term "Federation" as used in this Agreement refers to the Vermont State Colleges Staff Federation, Vermont State Employees Association.

5. Federation Representative - The term "Federation Representative" as used in this Agreement refers to a person who has been officially so designated in writing to the President of a College and the Chancellor by the Federation President.

6. Federation Agent - The term "Federation Agent" as used in this Agreement refers to a member of the Federation who has been designated in the manner described in Article 9.

7. President - The term "President" as used in this Agreement refers to the Chief Executive Officer of a College or a person acting in that capacity, duly appointed and authorized by the Board.

8. Parties - The term "parties" as used in this Agreement means the Vermont State Colleges and the Federation.

9. Supervisor - The term "supervisor" as used in this Agreement, shall mean such individual as is defined in 3 VSA Section 902(16).

10. Employee - The term "employee" as used in this Agreement, except when appearing in conjunction with modifying adjective(s) which specifically identifies non- bargaining unit personnel (e.g., professional, managerial, confidential, supervisory, other) refers to an employee who is a member of the bargaining unit.

11. Part-time Employee - The term "part-time employee" as used in this Agreement means any employee who regularly works less than a .8 full-time equivalent schedule.

12. Non-probationary Employee - The term "non-probationary employee" as used in this Agreement refers to any employee who has completed the probationary period.

13. Probationary Employee - The term "probationary employee" as used in this Agreement refers to any employee who has not completed the probationary period.

14. Probationary Period - The term "probationary period" as used in this Agreement refers to the 180-day period beginning from the most recent date of hire to a regular bargaining unit position. An employee will serve one probationary period per college.

15. Temporary Employee - The term "temporary employee" as used in this Agreement means any individual in a position funded by grant money or hired for a limited duration of one year or less (except for limited-status employees) with no expectancy for continued employment past the initially stated appointment period.

16. Limited Status Employee - The term "limited status employee" as used in this Agreement means any employee who is hired as a replacement for at least one year for a bargaining unit member who is on an approved leave.

17. Workweek - The term "workweek" as used in this Agreement refers to five (5) consecutive work days within a seven (7) day period, with the exception of security personnel.

18. Hourly Wage - The term "hourly wage" as used in this Agreement refers to the monetary compensation earned by an employee on an hourly basis and recorded in the Colleges' records.

19. Promotions - The term "promotion" as used in this Agreement means advancement to a higher grade.

20. Complaint - The term "complaint" as used in this Agreement means an employee's, the Federation's, or group of employees' informal expression to the immediate supervisor of dissatisfaction with aspects of employment or working conditions under a collective bargaining agreement.

21. Grievance - The term "grievance" as used in this Agreement means any grievance that would be cognizable for employees under 3 VSA Section 902(14).

22. Notification - The term "notification" as used in this Agreement means the sending by certified mail, return receipt requested, or by receipted hand delivery to the intended recipient.

23. Spouse – The term "spouse" as used in this Agreement refers to a lawful spouse of an employee or to an employee's partner in a Civil Union certified under the laws of the State of Vermont.

ARTICLE 2

RECOGNITION

1. The Vermont State Colleges recognizes the Federation as the exclusive bargaining representative with respect to wages and other terms and conditions of employment for all full-time, part-time, and limited status non-faculty employees of the Vermont State Colleges (Castleton University, Johnson State College, Lyndon State College, Vermont Technical College), excluding the Chancellor, College Presidents, Deans, Business Managers, and all management, supervisory, confidential, professional and temporary employees.

2. 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 shall be carried on exclusively with the designated bargaining representative of the employees covered by the Agreement.

3. If during the life of this Agreement the bargaining unit should be clarified or amended by the Vermont Labor Relations Board (VLRB), or the Vermont Supreme Court, or clarified or amended by the mutual consent of the parties involved, the parties shall meet to discuss the effects of such clarification on the existing unit and/or any articles affected by such clarification or amendment.

ARTICLE 3

MANAGEMENT RIGHTS

1. All management functions and responsibilities, whether or not possessed or exercised by the Vermont State Colleges prior to execution of this Agreement, are reserved exclusively to the Vermont State Colleges, except to the extent that same are expressly restricted by a specific provision of this Agreement.

2. The management rights referred to in Section 1 above shall include, but not be limited to, the right:

   a) to hire, discharge, discipline, lay off, recall, transfer, promote and demote employees;

   b) to require physical examinations of employees which shall be paid for by the employer;

   c) to require a reasonable amount of overtime and make temporary work assignments;

   d) to organize, enlarge, reduce or discontinue a function, position or department in a manner which shall not be inconsistent with any provisions of this Agreement;

   e) to introduce new technology, tools, equipment or labor saving devices;

   f) to establish new jobs;

   g) to establish and administer policies and procedures relating to security;

   h) to perform evaluations;

   i) to establish and administer policies and procedures relating to service and maintenance of equipment;

   j) to determine how personnel shall be trained;

   k) to promulgate reasonable rules and regulations which do not otherwise contravene the terms of this Agreement;

l) to determine the manner, means, and methods by which all operations of the Vermont State Colleges shall be carried out;

m) to subcontract work in a manner consistent with the subcontracting provisions of this Agreement; and

n) to take such other action as it deems necessary to maintain the efficiency of the Vermont State Colleges' operation.

Except as otherwise provided in Article 29, management rights also include, but only after first giving the Federation notice and the opportunity to bargain, the right:

a) to determine or change shifts, starting and quitting times and number of hours worked; and

b) to change job content and classify and reclassify.

3. All management functions and responsibilities specifically reserved to the Vermont State Colleges in this Agreement are retained by and vested exclusively in the Vermont State Colleges. The Vermont State Colleges' exercise of any management right or function in a particular manner shall not preclude the Vermont State Colleges from exercising same in any other manner which does not expressly violate a specific provision of this Agreement. The Vermont State Colleges' failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

4. None of the provisions of this Agreement shall operate to preclude the Vermont State Colleges from taking such action as it deems necessary for the care and protection of employees, equipment and facilities in the event of an emergency.

5. In appropriate circumstances as determined by the Vermont State Colleges, other employees, including professional, managerial, supervisory, or confidential employees, as well as students and volunteers, may perform work usually done by employees in the bargaining unit, provided the performance of such work does not result in the displacement of any bargaining unit employee. The fact that a bona fide, professional employee, manager, confidential employee, supervisor, student or volunteer also does a regular amount of bargaining unit work will not result in that employee's inclusion in the bargaining unit. Under no circumstances will any employee be paid for work performed by such other professional employee, manager, confidential employee, supervisor, student or volunteer.

6. Wherever a notice of vacancy or job 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). However, nothing shall prohibit the Federation from posting a notice of vacancy or job posting on bulletin boards.

ARTICLE 4

FEDERATION 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 conflict between the terms of an individual's conditions of employment and the terms of this Agreement, this Agreement shall supersede the individual contract and govern. This Agreement shall be referred to in any individual contract, notification of employment or intent to employ, and a copy shall be provided with any of the above-issued documents.

2. Mailboxes - Each employee shall be entitled to an open-face mailbox. The location of the mailbox, which must be reasonable and accessible, is to be determined by the College. The Federation shall be entitled to the reasonable use of interoffice mail, in accordance with Vermont State Colleges' procedures and subject to the Vermont State Colleges' right to modify or otherwise amend such procedures. The Federation agrees to limit its use of interoffice mail to material directly related to its function as collective bargaining representative.

3. Meetings - Each Federation Campus Chapter may hold one regularly scheduled meeting per month on campus and notice of such schedule, including the location of the meetings, shall be given to the President or his/her designee within thirty (30) calendar days following the beginning of the fiscal year. Once notice of the regularly scheduled meetings is received, the College shall not hold conflicting meetings involving employees except in emergencies. Any unit employee who attends such meetings shall be granted release time without loss of pay and benefits up to one-half hour per month after the applicable lunch break is first utilized. No employee shall engage in Federation business or attend Federation meetings on the employee's working time, except as otherwise specified in the Agreement. The location of all on-campus Federation meetings is subject to the approval of the College.

4. Bulletin Boards - Each College at which there is a Federation Chapter shall designate

suitable space at which a bulletin board may be erected for Federation purposes at Federation cost, or shall designate reasonable space on existing bulletin boards for use by the Federation. Posting on all such bulletin boards shall be made by or at the direction of a Federation 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 Federation. The use of the bulletin board shall be restricted to activities of the Federation for the following purposes only:

a) notices of recreational, educational and social activities;

b) notice of election of officers and representatives and results; and

c) notice of Federation meetings and Federation activities other than non- bargaining unit organizational materials.

5. College Facilities - Federation representatives may use a College's typewriters, duplicating equipment and calculators, and all new technology, tools, equipment or labor saving devices when they are not otherwise in use, under reasonable guidelines set forth by the designated administrator, provided the Federation shall pay monthly to the College the normal and usual charge, if any, then prevailing for such use. Use may be terminated if use charges are not paid within thirty (30) days.

   The Federation may install its own telephone service at each College, in reasonable locations approved by the Business Manager, and it shall be billed directly for and shall pay the installation and monthly charges.

6. The VSCSF failure to exercise any right or function reserved to it under the provisions of this Article shall not be deemed a waiver of its right to exercise same.

7. Once each quarter, the Chapter President and one other union officer and the College President and the Dean of Administration or their designees will meet to discuss issues of common interest which have an impact on conditions of employment; provided these sessions are not for the purpose of discussing pending grievances or for collective bargaining on any subject. Agreements which result from these discussions shall not produce any modifications to the collective bargaining agreement unless signed off by the VSEA and the VSC.

ARTICLE 5

RIGHTS OF FEDERATION OFFICERS

1. The Federation Chair shall receive a 50% reduction in workload as needed without loss of wages, rights and benefits. The Federation Vice-Chair shall receive a 10% reduction in workload as needed without loss of wages, rights and benefits. The Federation Executive Steward shall receive a 15% reduction in workload as needed without loss of wages, rights and benefits. The Federation Secretary shall receive a 10% reduction in workload as needed without loss of wages, rights and benefits. The Federation Treasurer shall receive a 5% reduction in workload as needed without loss of wages, rights and benefits. The Campus Chair shall receive a 10% reduction in workload as needed without loss of wages, rights and benefits. One Campus Steward per College and one Campus Vice-Chair per College shall receive a 5% reduction in workload as needed without loss of wages, rights and benefits. Two bargaining unit employees per College shall receive a 5% reduction in workload as needed without loss of wages, rights, and benefits for attending a VSEA standing committee to which they have been appointed. However, in the event an employee has already received a reduction in workload as a Federation or Campus officer, that employee shall not receive an additional reduction in workload for VSEA committee work.

2. The Federation shall designate one negotiating representative from each College and no more than five (5) executive officers prior to the commencement of negotiations and shall notify the Colleges of its choices at least thirty (30) days prior to such commencement. The Colleges shall then make arrangements allowing the release of those representatives and officers from customary duties, without loss of wages, rights or benefits, for the duration of negotiations on those days when negotiations take place, in order to allow their participation. Nothing in this section shall preclude the Federation from having additional members at negotiations; however, the Colleges shall not be required to grant release time to such individuals.

3. Subject to the efficient conduct of the Colleges' business, permission for reasonable time off during normal working hours without loss of pay and without charge to accrued benefits shall not be unreasonably withheld in the following instances:

   a) Members of the VSCSF Executive Committee to attend four regular Executive Committee meetings and up to two special Executive Committee meetings a year.

   b) Members of the VSCSF bargaining team to attend a total of four bargaining team caucus meetings and/or negotiations training sessions during the six months prior

to commencement of bargaining.

ARTICLE 6

ANTI-DISCRIMINATION

The parties shall not discriminate against any employees by reason of age, race, creed, marital status, color, sex, sexual orientation, religion, national origin, citizenship, union activity, political activity, membership or non-membership in the Federation, gender identity or expression, or other unlawful criteria as are defined under applicable law.

ARTICLE 7

DUES/AGENCY FEE

1. The Colleges will check off Federation dues in the amount specified in the Federation Constitution and By-laws for all employees who voluntarily desire to join the Federation. Such employees may also authorize payments for any VSEA-approved insurance program premiums. The College will deduct dues and insurance premium payments from the wages of all employees who voluntarily authorize such deductions by the signing of an authorization form. Dues and insurance premiums so authorized will be a combined single deduction and will be transmitted as such to VSEA. The amount authorized for deductions can be changed by the employee no more than once each semester. The form for the authorization is appended to this Agreement.

2. The deduction will be made only in equal amounts bi-weekly, beginning the second payroll period after receipt of the authorization form by the College. Said monies shall be transmitted within three (3) working days after the deduction was made, to the designated Federation Treasurer, together with a listing of each employee who has authorized the deduction.

3. Pursuant to 3 VSA Sections 902 (19) and 962 (10), the VSEA can implement an agency fee for non-members, subject to the following conditions:

   a) An agency fee shall apply to all Vermont State Colleges Staff represented in the Federation bargaining unit;

   b) The amount of the agency fee shall not exceed 85% of the amount payable as

dues by the VSEA members;

c) The VSEA must establish and maintain a procedure to provide non-members with 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 reasonable in dispute will be placed in escrow; and

(3) prompt arbitration by the VLRB to resolve any objection over the amount of the agency fee.

4. The agency fee shall be deducted from the pay of non-members in the same manner as regular VSEA dues.

5. The Federation shall indemnify, defend and save the Vermont State Colleges harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken or not taken by the Vermont State Colleges in reliance upon deduction authorization cards submitted by the Federation to the Vermont State Colleges or from any and all claims stemming from the implementation or administration of an agency fee.

ARTICLE 8

INFORMATION AND DATA

1. Any request by a Federation representative for information regarding the processing of grievances shall be directed in writing to the President of the College at which the grievance arises; however, if a grievance has reached or exceeded Step Two, Federation request shall be directed to the Chancellor. Upon a timely request, VSC shall provide additional information as is reasonably necessary to serve the needs of the VSEA as exclusive bargaining agent. VSC shall provide any information requested, which is neither confidential nor privileged, within 10 work days unless special circumstances are present and documented.

2. Any request by the Federation for information regarding non-grievance representation matters shall be directed to the Chancellor.

3. Each College shall send the Federation's Chapter Chairperson and Federation President a copy of each initial appointment letter for each bargaining unit member along with a copy of the job description for the particular job.

4. Once each quarter, the VSC shall provide the VSEA with a list of all bargaining unit employees with their position titles, including those who terminated, voluntarily or involuntarily, since the last list was provided.

5. Each July and January, the VSC shall provide the VSEA with the addresses of record for all bargaining unit employees.

6. Once each quarter, the VSC shall provide the VSEA with a list of the names and job titles of temporary employees appointed or terminated by the College since the last list was provided.

7. The Colleges will provide to the Federation a complete set of all job descriptions.

8. All requests for information shall be met in a timely manner.

ARTICLE 9

VISITATION BY FEDERATION AGENTS

Duly authorized agents of the Federation may visit employees during work hours, provided that notification of such visits is given in advance to the College President or his/her designee and provided that such visits do not adversely affect the efficient conduct of VSC business. Such visits shall not be unreasonably denied, but such visits shall not be for the purpose of engaging in solicitation.

As part of the new employee orientation, the employee will be given the name and telephone number of the Chapter President.

ARTICLE 10

GRIEVANCE PROCEDURE

1. Any employee or group of employees, or the Federation shall have the right to present

oral complaints to a College and to have such complaints considered in good faith with or without the intervention of the Federation. Adjustments shall not be inconsistent with the terms of this Agreement.

2. Any employee or group of employees, or the Federation shall have the right to present written complaints to a College and to have such complaints considered in good faith with or without the intervention of the Federation. Such complaints must be registered within thirty (30) calendar days following the time at which the complainant(s) could have reasonably been aware of the existence of the situation created by the College which is the basis for the complaint. Adjustments shall not be inconsistent with the terms of this Agreement. All such complaints shall be considered and a decision formulated and the complainant and Federation informed thereof within ten (10) days of presentment.

3. A grievance must be presented at Step One within thirty (30) calendar days following the time at which the grievant(s) could have reasonably been aware of the existence of the situation created by the College which is the basis for the grievance, or, if a complaint has been filed under paragraph 2, within ten (10) calendar days of the College's answer to the complaint.

STEP ONE

a) The grievance must be presented in writing to the President of the College or his/her designee. The grievance shall state the nature of the grievance including relevant facts, the provision(s) of the Agreement alleged to have been violated, where relevant, and the adjustment sought.

b) The President or his/her designee shall hold a meeting among the grievant(s), the Federation representative(s) and the President or his/her designee at a mutually acceptable time and location within ten (10) calendar days of the receipt of the grievance. A written answer to the grievance shall be forwarded by the designated College official to the grievant, with a copy to the Federation, within ten (10) calendar days of such meeting.

STEP TWO

a) In the event the grievance is not settled in Step One, within ten (10) calendar days of the forwarding of the Step One answer, the grievant may present his/her grievance in writing at Step Two. The grievance must be presented at this step to the Chancellor. The Chancellor or his/her designee shall hold a meeting among the grievant(s), the Federation Representative(s) and the Chancellor or his/her

designee at a mutually acceptable time and location within ten (10) calendar days of receipt of the Step Two grievance. A written answer to the grievance shall be forwarded by the Chancellor or his/her designee to the grievant, with a copy to the Federation, within ten (10) calendar days of the Step Two meeting.

b) At Step Two, the Federation may introduce any new facts and/or arguments that were not raised at Step One but may not introduce any new contractual violations.

4. In cases involving complaints or grievances resulting solely from directions or actions of the Chancellor, the complaint and grievance shall be filed within the same schedule for complaints and Step One grievances at the Colleges, outlined above. A grievance shall be filed in writing directly with the Chancellor. Within fifteen (15) calendar days of the filing of the grievance, the Chancellor or his/her designees shall (1) arrange a meeting at a mutually acceptable time and location among the grievant(s), the Federation Representative(s) , and the Chancellor or his/her designee, and (2) forward a written answer to the grievant, with a copy to the Federation. The grievance may thereafter be processed directly to arbitration in accordance with the arbitration provisions.

5. The filing or pendency of a grievance under the provisions of this Article shall not prevent the Vermont State Colleges or its representatives from taking the action complained of.

6. Failure of the grievant or grievants to comply with the time limitations of the complaint procedure or Steps One or Two shall preclude any subsequent filing of the grievance by the Federation or grievant except in the case of a continuing grievance, and failure by management to answer in a timely manner under the complaint procedure or under Steps One or Two shall permit the grievance to be processed automatically to the next step. The time limitations set forth in this Article may be extended by mutual agreement.

7. The Federation shall have the right to be present before any final adjustment of the grievance takes place.

8. Time of all grievance meetings shall be arranged to result in as little loss of working time as possible. No pay or benefits shall be lost by the grievant, or by a reasonable number of witnesses called by either party, or called under subpoena for the purpose of attending grievance or arbitration hearings. Witnesses shall only attend hearings at such times and on such dates as they are actually required to give testimony.

ARTICLE 11

ARBITRATION

1. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted within thirty (30) calendar days of the Vermont State Colleges' final answer for settlement under the arbitration provisions of 3 VSA 926.

2. Each party shall bear the expense of preparing and presenting its own case.

3. Both sides shall retain whatever rights they have under law to challenge decisions of the VLRB.

4. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

ARTICLE 12

PERSONNEL FILES

1. Only one personnel file shall be maintained for each employee, and said file is to be maintained in an accessible location.

2. The employee shall have the right to add relevant material to his/her personnel file, or to attach a response to any document or material in his/her file.

3. The employee and/or the employee's collective bargaining representative shall be entitled to view, inspect and photocopy all materials and documents in his/her file, upon reasonable request, at no charge.

4. The College shall send, via interoffice mail, the employee a copy of any item or material placed in his/her personnel file or a memo indicating that a particular item has been placed in his/her file and the source of such item. The employee shall sign for receipt of the copy or memo and return the signed receipt to the College via interoffice mail. Such signature merely acknowledges receipt, not agreement with content. Verification of receipt may also be done by email or electronic signature. Such copy or memo shall be sent to the employee within seven (7) days of insertion of the item or material into his/her file.

5. No anonymous or undated materials may be placed in any employee's personnel file.

6. With respect to any document older than two (2) calendar years, which document is contained in the employee's personnel file, the VLRB shall determine what probative weight to accord the document.

7. Any person having access to a personnel file shall sign a log sheet, kept as part of the file, giving his/her name, date of access and purpose of access.

ARTICLE 13

EVALUATIONS

1. The evaluation form will at a minimum indicate areas of performance review and may include criteria to be applied in the review of performance in these areas. Job duties, responsibilities and other matters relating to the employee's work performance will be the exclusive guidelines for the development of a form and the areas of performance review.

2. Using this form and the areas of review indicated on the form, supervisors will review the performance of employees for their work in each fiscal year. All employees will be evaluated in writing on an annual basis as to their performance. Normally, these evaluations will be completed between April 1 and June 30 of each year. If the meeting between the employee and the supervisor referred to in Section 3 below is not held until after June 30, then the employee will nevertheless receive the performance increase in pay effective July 1 provided for in Section 8 below.

3. The employee and the supervisor who performs the evaluation will meet to discuss the evaluation when it is completed. The supervisor who performs the evaluation will give the employee a copy of the evaluation at least 48 hours prior to such a meeting. The employee will sign any such evaluation indicating receipt of the document and not necessarily agreement with its contents. After such a meeting, the supervisor may or may not choose to modify the original evaluation. If the evaluation is modified, the employee will be given the revised evaluation and will sign such evaluation, again indicating receipt of the document and not necessarily agreement with its contents.

   Once the evaluation is finalized, the supervisor will also sign the evaluation. The employee may also attach any written comments which he or she wishes to make to the final evaluation. Any prior draft evaluations will be destroyed.

The signed evaluation, along with any written comments by the employee, will then be reviewed by the next level of management. Such manager, following review, will sign the final evaluation and it will be placed in the employee's personnel file. If the manager wishes to make any changes, the employee will sign the revised evaluation indicating receipt of the document and not necessarily agreement with its contents prior to it being placed in the employee's file. The employee shall have the right to attach any written comments he or she may wish to make in regard to any such revised evaluation by the manager.

4. If the employee receives an overall evaluation of Unsatisfactory, then he or she must have been advised of his or her deficiencies in writing at least once during the review year.

5. To the extent that the evaluation form has a general comment section or comment sections for each rating area, and to the extent a supervisor or manager has entered negative comments about an employee in such sections, an employee may request that such comments be excised from the evaluation two years from the date the evaluation became final. This request will be granted provided there has been no additional negative commentary in the relevant subject area about the employee during that two year period. This right does not extend to removal of the actual rating of the employee on a particular rating area or the overall rating.

6. The use of these annual evaluations shall not in any way preclude the issuance of disciplinary actions, written reprimands or commendations or other written commentary which may impact on an employee's performance at other times during the year.

7. Evaluations shall not be subject to the grievance procedure or otherwise be a source for a grievance, unless there is a violation of procedure. Overall evaluations of Unsatisfactory, however, shall be fully grievable.

8. Beginning July 1, 2014, in addition to the increases listed in Article 28, an employee who receives at least a Satisfactory evaluation for each contract year of this Agreement will receive an additional increase to the base annual salary for the corresponding fiscal year effective on July 1 of each year of 1.50%. The increases will take effect on July 1 of the year in question but will be processed prior to the increases which are otherwise provided in those fiscal years under Article 28.

ARTICLE 14

DISCIPLINE AND DISCHARGE

1. Except for probationary employees, no employee shall be disciplined or discharged except for just cause. Accordingly, the Colleges shall:

   a. Initiate discipline procedures within a reasonable time of being put on notice of the offense;

   b. Apply discipline with a view toward uniformity and consistency;

   c. Adhere to the principle of progressive discipline. However, the parties agree that every discipline 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. The order of progressive discipline shall be: oral reprimand, written reprimand, suspension with or without pay, and dismissal.

2. At any time during the probationary period, the Colleges may terminate employment. Such termination is final and not subject to the grievance and arbitration provisions of this Agreement.

3. Prior to the end of the probationary period, the supervisor shall recommend to the President whether or not the employee shall be retained beyond the probationary period.

4. A staff member shall not be disciplined for acts, except those which constitute a crime, which the College became aware of more than one (1) year prior to the service of the notice of discipline, except for sexual harassment.

5. Whenever an employee is required to give oral statements to his or her supervisor or manager, or a college investigator, which the employer believes may lead to discipline against the employee, or whenever the employee is called to a meeting where discipline is to be imposed on the employee, he or she shall be notified of his or her right to request the presence of a union representative, and, upon such request, the union representative shall have the right to accompany the employee to any such meeting. At an investigatory interview, a college is free to insist on only being interested in hearing the employee's own account of the matter under investigation and remains in command of the time, place, and manner of the interview, with no duty to bargain with any union representative who attends the interview. In the event an employee is required to provide written statements which may lead to discipline against the employee, the

employee shall be notified of his or her right to consult with a union representative before providing the written statement.

6. Absent existing circumstances which prevent the Colleges from providing timely notice, the union shall be provided 24 hours advance notice of any such interview, including reasonable notice of the nature of the allegations of misconduct. The union representative may advise the employee and raise objections to the extent necessary to protect the employee's rights.

ARTICLE 15

LIMITED STATUS EMPLOYEE

1. A limited status employee, as defined in Article 1, Section 16, shall serve the same probationary period as other employees. However, if the limited status employee is later hired into a position within the same personnel classification on a regular employee basis, he/she shall not serve a new probationary period. If he/she is later hired into a position within a different personnel classification from that held as a limited status employee, he/she shall serve a new probationary period of three months.

2. It is understood that a limited status employee is hired solely as a replacement for a bargaining unit member on an approved leave, and, as such, has no expectancy of continued employment past the stated period of appointment. Termination at the end of the limited status period of appointment shall not be grievable. Termination of a limited status employee after the probationary period but prior to the expiration of the stated period of appointment shall be grievable and is subject to the just cause provisions of Article 14, except as provided in Section 3 below.

3. A limited status employee may be terminated with two weeks' notice if that person is replacing an employee on a disability leave who returns to work. In such cases, the termination is not grievable.

4. Limited status employees do not accumulate seniority while serving on a limited status appointment and have no layoff rights under Article 20.

5. Limited status employees do not receive any fringe benefits under this Agreement except for the following: Bereavement Leave (Article 46), Military Leave (Article 47), Jury Duty Leave (Article 48), Use of College Facilities (Article 52), Emergency Services Leave (Article 55), Uniforms and Gear (Article 57), Blood Donations Leave (Article 58), Meals, Parking, Books and Supplies (Article 59), Sick Leave (Article 44), and Holidays

(Article 51). A limited status employee shall have the right, however, to purchase at his/her own cost any of the insurance programs listed in Article 33 at prevailing group rates. It is further provided that if the limited status employee serves for more than one year, he/she shall be fully eligible for all benefits as are other unit members. A limited status employee shall accumulate vacation time during his/her first year but may only take such accumulated time if he/she begins serving a second year. There will be no payment for accumulated vacation time if the limited status employee only serves one year.

ARTICLE 16

JOB DUTY INSTRUCTIONS

If any employee believes he/she has been given conflicting job duty instructions or different instructions from more than one of his/her supervisors, the employee shall explain the conflict to the supervisor who most recently gave instructions to him/her and shall proceed with the most recent instruction received.

ARTICLE 17

JOB POSTING

1. It is the policy of the Vermont State Colleges to encourage employees to seek lateral or upward movement within the position classification system in use by the Vermont State Colleges.

2. Dated notices of staff bargaining unit position openings will be posted on existing bulletin boards at each College seven (7) calendar days before advertising such positions outside the Vermont State Colleges. The Colleges shall also post non-unit position openings on existing bulletin boards at each College. Hiring shall not take place until after the closing date if the posting indicates a specific closing date.

3. Applicants for the position must meet education and experiential requirements. In addition, consideration will be given to past performance and adaptability. It is further provided that, for unit position openings on an employee's campus, an employee who applies for such opening and has the minimum educational and experiential requirements shall be guaranteed an interview for the open position.

4. No later than fifteen (15) working days after an employee application is received, the employee will receive a written status update regarding his/her application. Each employee applicant shall also receive a written notice regarding final action taken.

ARTICLE 18

SENIORITY

1. Seniority shall be determined on the basis of continuous employment with the Colleges.

2. Transfer between Colleges or positions shall not affect seniority.

3. Seniority shall continue to accrue during paid leaves of absence.

4. Unpaid leaves of absence of less than one (1) year's duration shall not affect seniority but no seniority shall be accrued during such leaves.

5. An employee granted an unpaid leave of absence or continuing unpaid leaves of absence in excess of one (1) year's duration shall begin to accrue seniority anew upon his/her return to paid employment.

6. Part-time employees shall accrue seniority on the basis of a ratio determined by comparison of the average of their weekly hours to the average weekly hours of full- time employees at the College.

7. An employee shall have preference based on seniority to be transferred to any vacancy for his/her same job which may arise on another shift or day off schedule.

ARTICLE 19

TRANSFER BETWEEN COLLEGES

1. Transferred employees shall retain seniority for purposes of this Agreement.

2. No employee shall be involuntarily transferred between Colleges.

ARTICLE 20

LAYOFF

1. Provided that fitness and ability are relatively equal, then layoffs or reduction in hours shall occur in the inverse order of seniority of the employees within the classification at the campus affected by such layoffs.

2. In the event of a lack of work situation, the employees of the affected classification of the affected College, and the Federation President, shall be notified in writing as soon as the lack of work situation is identified.

   a) Notification shall activate this Article.

   b) Specific cause for the lack of work situations shall be stated.

   c) The number of positions to be laid off, or hours to be reduced, shall be listed.

3. The following shall be the sole procedure for layoff or reduction in hours:

   a) The Federation shall be granted fifteen (15) working days from receipt of notification of a lack of work situation to propose alternative actions, in writing, to the College President.

   b) Immediately following the receipt of such written proposals, the College President shall have five (5) working days to respond to such alternative proposals.

   c) Nothing herein shall preclude informal meetings between the parties to discuss alternatives to layoffs or reduction in hours.

   d) The College's refusal to accept suggestions made under (b) or (c) above, with respect to alternatives to layoff, shall not be subject to the grievance and arbitration provisions of this Agreement.

   e) Written notice of layoff or reduction in hours shall be sent to affected employees no later than forty (40) calendar days prior to such layoff or reduction in hours. The 40-day time requirement stated herein shall begin to run upon notification to the employees under Section 2 above.

4. An employee who is laid off shall be paid all earned benefits to which otherwise entitled in a lump sum payment upon the effective date of layoff.

5. An employee who is laid off on or after July 1, 1994, pursuant to this Article, shall continue to have the same group medical, disability insurance, dental insurance and group medical/hospitalization insurance, including any applicable premium co-payment, for the two months following the month in which the employee was separated, provided the employee retains recall rights under this contract.

6. An employee who is laid off shall continue to retain all the rights and benefits under Article 41, Tuition Waivers, for the length of any recall period under this Agreement.

7. If at the time of notification of layoff an employee is within two years of meeting the eligibility requirements of Article 35 (Retirement and Continuing Benefits) Section 3 or 6, the employee will be deemed to have met the eligibility requirements of the appropriate sections.

8. Any employee who has at least 10 years of bargaining unit service and who is laid off will receive a severance payment equal to one week's base salary for every full year of service.

ARTICLE 21

RECALL

1. An employee who has been officially notified of his/her impending layoff or reduction in hours shall, beginning forty (40) days prior to the effective date of layoff and continuing for two (2) years from the effective date of layoff, retain recall rights to any new or vacant classified position to be filled by the College at which he/she was laid off, provided such position is at the same or lower pay range as the position from which the employee was laid off and the employee meets the minimum qualifications for the position and possesses the required knowledge, skills and abilities.

2. For an additional year beyond that specified in Section 1 above, an employee who is on layoff status shall be notified of any new or vacant position to be filled by the College at which he/she was laid off, provided such position is at the same or lower pay range as the position from which the employee was laid off.

3. The College shall notify the employee of such new or vacant positions as specified in Sections 1 and 2 above, provided, however, that it is the responsibility of the employee to keep the College advised of his/her current address.

4. Recall offers shall be made to the most senior employee on recall status who meets the minimum qualifications and has the required knowledge, skills, and abilities for the position being offered. If declined the position shall be offered to the next most senior person on the recall list.

5. An employee recalled in accordance with this Article shall be paid the rate of pay being received at the time of layoff, plus any general wage increases which would have been received had the layoff not occurred and/or any increases related to an adjustment to the pay range or compensation plan.

6. An employee who is recalled shall earn all benefits at the rate he/she earned such benefits upon layoff or reduction in hours, plus any adjustments which he/she would have earned if continuously employed.

7. An employee who is laid off or reduced in hours and later recalled in accordance with this Article shall renew his/her employment relationship with the College at the same level of seniority he/she had at the time of layoff from which point seniority shall again begin to accrue.

8. An employee recalled under the terms of this Article shall have his/her full sick leave accrual reinstated upon recall.

9. An employee who accepts recall into a classification other than that from which he/she was laid off or reduced in hours and who is unable to perform the duties of the new position shall be entitled to resign from such position and shall retain all remaining rights as detailed in this Article.

10. The Colleges shall send copies of all layoff and recall notices to the Federation President.

ARTICLE 22

WORKLOAD

A College may significantly alter an employee's workload only after first giving the Federation notice and an opportunity to bargain. "Significantly alter an employee's workload" does not include situations where an employee has been reclassified under Article 29 of this Agreement. For the purpose of this article, "significantly alter an employee's workload" shall be defined to include any assignment or accretion of new, additional or more complex responsibilities that are ongoing and result in a demonstrable significant increase in workload or pace of work, or

otherwise significantly change the nature of the employee's position.

ARTICLE 23

HOURS OF WORK AND OVERTIME

1. The normal workweek shall be thirty-seven and one-half (37 1/2 hours) per week. Each employee shall be entitled to an unpaid lunch period of at least thirty (30) minutes each day which shall be duty free, except for emergency situations.

2. Each College shall determine the work schedules for its employees. Once work schedules are set for the semester, the College will not change such schedules for the purpose of avoiding overtime. Nothing in this Article shall prohibit an individual employee and his/her supervisor from establishing a flexible work schedule in place of the standard workweek. It is further provided that once a flexible schedule has been approved, any changes in that schedule may only be made with the supervisor's approval. However, the denial of a flexible schedule, the alteration of such a schedule or the refusal to alter such a schedule by a supervisor shall not be subject to the grievance and arbitration provisions of this Agreement.

3. Two full-time employees may request to share one full-time position or one full-time employee may seek authorization to work less than full-time. Such requests shall be made to the Dean of Administration who retains the sole discretion to decide whether or not to approve such requests. If the request is granted, each employee will be responsible for completing his or her weekly time sheets. Eligibility for leaves and other benefits will be determined in accordance with the provisions of this Agreement and based on the actual hours worked by the two employees. If the request is denied, the matter shall not be grievable.

4. Overtime shall be paid for all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. For purposes of this provision, sick leave will not count as time worked. All overtime work must be specifically approved by the supervisor.

5. No employee shall be required to accept compensatory time in lieu of pay for overtime worked. However, an employee may elect to take compensatory time off in lieu of payment subject to the following conditions:

   a) The decision by an employee to accept compensatory time in lieu of payment for

overtime worked may not be rescinded.

(1) Compensatory time will be given at a rate of one and one-half (1 1/2) hours for each hour of overtime worked.

(2) Compensatory time may be accumulated by the employee up to a maximum of 75 hours of compensatory time. Any employee who has accrued 75 hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

(3) The scheduling of compensatory time off shall be arranged between the employee and the supervisor with the supervisor retaining final approval. However, the supervisor's decision may be appealed to the Dean of Administration.

6. All overtime payments earned shall be paid in the pay period following the period in which overtime was earned.

7. In distributing planned overtime, each department or organizational unit of employees shall utilize a list of employees based upon seniority. As each name reaches the top of the list, that employee shall be offered overtime provided he/she has the requisite skills and ability to perform the work. After the offer of overtime is made, regardless of whether the employee actually works overtime, that employee's name shall then be moved to the bottom of the list. Employees shall receive at least five (5) work days' notice of planned overtime.

ARTICLE 24

ON-CALL AND CALL-IN

1. No employee shall be placed on on-call status. There shall be no lists posted linking employees to specific dates or hours beyond the normal workweek during which they should be available, except for planned overtime. However, if contacted by the College for necessary coverage, an employee must report to work provided he/she is physically able. If a College should decide that on-call coverage is necessary, the compensation for such on-call status will be negotiated between the Colleges and the Federation President.

2. Bargaining unit employees called in to work shall be paid for each hour of travel or work entailed by the call-in.

3. Any employee called in shall receive a per mile compensation for each trip made to the campus from home at the rate specified in Article 31.

4. The payment for all hours worked on call-in shall be at overtime rates and call-in pay shall be for a minimum of three (3) hours. The minimum of three (3) hours shall not apply if the call-in period is less than three (3) hours prior to the start of an employee's regularly scheduled shift.

ARTICLE 25

OUTSIDE EMPLOYMENT

No employee may be prohibited from engaging in outside employment which does not interfere with the employee's normal duties and responsibilities. For the purposes of this Article, "outside employment refers to work performed by a member of the bargaining unit for an employer other than Vermont State Colleges or voluntary separately contracted non-Federation bargaining unit 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.

ARTICLE 26

SUBCONTRACTING

There shall be no subcontracting which results in the layoff of bargaining unit positions. Nothing herein shall be construed to prevent use of subcontractors to perform bargaining unit work while good faith efforts to find a bargaining unit replacement are underway.

ARTICLE 27

SALARY

Salaries are based on the fiscal year beginning July 1 and are normally paid in bi-weekly installments on alternate Thursdays. Employee paychecks shall be deposited electronically to a bank account of the employee's choice.

Each College will indicate either on the pay stub or through some other means the number of overtime hours for which the employee received compensation for each pay period.

On a monthly basis, each College will provide each employee with a breakdown of the number of sick days, vacation days and personal days which that employee has plus any compensatory time which has not yet been taken.

ARTICLE 28

WAGES

1. a) Effective July 1, 2016, each bargaining unit member will receive an increase of 1.5% to his or her annual base salary.

   b) Effective July 1, 2017, each bargaining unit member will receive an increase of 1.5% to his or her annual base salary.

   c) Effective July 1, 2018, each bargaining unit member will receive an increase of 2.0% or CPI, whichever is higher, to his or her annual base salary.

   d) Effective July 1, 2019, each bargaining unit member will receive an increase of 2.0% or CPI, whichever is higher, to his or her annual base salary.

   e) Nothing shall preclude the Colleges from awarding merit bonuses to selected employees over and above the annual increases, provided, however, that no such bonuses are required nor shall the award or failure to award a bonus be grievable. The Colleges shall inform the Federation Chair of any merit bonuses which may be awarded.

2. In the event of a general rescission by the Legislature and/or the Governor after the start of the fiscal year, the parties agree to negotiate the impact of any such rescission on wages and benefits upon receipt of the request of either party.

3. The parties shall negotiate appropriate increases to the minimum and maximum pay ranges for each of the years of this Agreement. Any maximum negotiated shall not preclude any unit member from receiving full increases to pay as provided under Article 28 and the Evaluations Article. Subject to the provisions of Article 30, all unit employees hired after July 1, 2013 will receive a starting salary which corresponds to the minimum salary contained in the most current UP/PAT and SUP salary range chart by

grade. Any unit employee hired prior to July 1, 2013 and whose salary does not exceed the new minimum salary according to grade as of July 1, 2013, shall, effective July 1, 2013, be moved to the minimum salary according to the respective grade and, in addition receive an increase of 2.0% to his or her base salary for that year.

4. Shift differential.

a) Shift differential rates shall be:

2nd shift $0.75 cents per hour
3rd shift $1.00 per hour
Weekend $0.75 cents per hour

b) Employees shall receive a second shift differential for all hours worked if they work at least two hours of an assigned shift which contains at least two scheduled hours between 6:00 p.m. and midnight, and a third shift differential if between midnight and 6:00 am. Employees shall receive a weekend differential for working any assigned shift which commences after 6:00 p.m. on Friday evening and ends no later than midnight Sunday. Second and third shifts and weekend shifts shall be without duplication.

c) Employees who are regularly assigned to a shift which does not qualify them to receive a shift differential shall not be eligible for a shift differential if they are required to work overtime on a shift which might otherwise qualify the employees for a shift differential pay. Such employee shall receive overtime rates for such work as provided for in Article 23.

d) Shift differential will be added to the basic hourly rate before overtime pay is computed.

5. Minimum Salary - Beginning July 1, 2013, no full- or part-time employee shall earn less than $12.60 per hour. In order to bring those employees who otherwise would be making less than $12.60 per hour in FY2014 up to that standard, the annual raise under this Article and the performance increase under Article 13 shall be applied first.

6. Beginning July 1, 2017, the minimum rates for Pay Grade 5 shall be $13.00 per hour. The minimum of all Pay Grades beyond Pay Grade 5 shall be 3% higher than the minimum of the previous Pay Grade. The minimums and maximums are fixed without regard to annual increase.

7. With regard to wages, including both the above listed annual increases and the performance increases set forth in Article 13.8, if the Colleges provide more favorable terms to non-bargaining unit employees of the Colleges, the Colleges shall apply the more favorable terms to bargaining unit employees covered under this Agreement.

ARTICLE 29

CLASSIFICATION SYSTEM

1. The present classification system shall remain in effect. However, if a College decides to change the current system and/or replace it with another, it shall meet and discuss the search process and any later implementation of such new system with the Federation. If a committee is formed to explore alternative classification systems, the Federation Chair shall be a voting member of any such committee charged in the search and implementation of a new classification system.

2. Recommendations for the reclassification of a position shall be based on the following:

   a) demonstrated changes in duties, responsibilities and/or qualifications which result in a change in position point value as determined by the VSC Classification System sufficient to justify a pay range change and/or

   b) evidence that a position at a VSC college encompasses the same duties and responsibilities and requires the same qualifications yet is classified differently at another college.

3. The procedures for position review and reclassification shall be as follows:

   a) Requests for review shall be submitted on a position reclassification form provided by the college business office and shall be completed by the incumbent employee and/or supervisor. The incumbent may request copies of a related position description from the college business office.

   b) The position reclassification form and any related paperwork shall be submitted to the Office of the Dean of Administration or the human resources director, who will forward it to the Human Resources Designee in the Office of the Chancellor within five (5) working days of its receipt. A copy of the form will be sent to the Federation President. The Human Resources Designee shall respond to the reclassification request within thirty (30) working days of receipt unless a position

audit is needed in which case the response shall be within 45 working days.

c) If the incumbent employee wishes to appeal the reclassification decision, such request shall be made within 20 working days. A copy of the appeal shall be sent to the Federation President. Upon notice of appeal request, the Human Resources Designee shall inform the reclassification panel and it shall take up the appeal at the next scheduled meeting.

4. The position reclassification panel shall consist of four persons from within the Vermont State Colleges selected by the Chancellor and four employees selected by the President of the Federation. Panel members shall normally serve from the date of their appointments to the expiration of this Agreement. However, the Chancellor and the President of the Federation may fill vacancies or replace their representatives to promote effective operation of the panel upon written notification to the other party. The reclassification panel shall meet as needed when there is an appeal requested for a reclassification decision.

5. Recommendations of the panel shall be forwarded to the Chancellor for final determination promptly after consideration. The Chancellor shall advise the panel, the affected college(s) and the Staff Federation of his/her decision within two (2) weeks after receiving the recommendations of the panel.

The decision shall not be subject to the grievance and arbitration provisions of this Agreement if the Chancellor agrees with the panel or breaks a tie vote of the panel. However, the decision shall be grievable if the Chancellor decides not to accept the recommendation of the panel. In such a case, the employee and/or the Federation may grieve this decision if he/she believes that the Chancellor's decision was arbitrary or capricious. The Chancellor shall provide a written explanation of his/her reasons for rejecting the recommendation of the panel.

6. Position reclassification requests for any one position at the same College will not be considered more than twice within twelve months.

7. If a position is classified to a higher level, the incumbent shall receive a salary increase to the minimum of the new pay grade retroactive to the initial date of local application submission. If the position is reclassified to a lower level, and the current salary of the incumbent is above the maximum of the lower position classification, the incumbent's salary shall be "red-circled" until such time as the salary range of the lower position classification may accommodate the employee's salary.

8. In cases where moving to the minimum of the new pay grade does not result in a salary increase of 3% per grade for the incumbent, the incumbent shall receive a total increase of 3% for each grade level increased.

9. If the position reclassification decision should result in a change in unit designation as determined by the Vermont State Colleges, the Federation President shall be notified in writing of the change and shall have fifteen working days upon receipt to ask the Chancellor for reconsideration of his/her decision. The Federation President may meet with the Chancellor to discuss the change in unit designation. This shall not be construed as a waiver or any limitation on the Federation's right to appeal any unit determination issue directly to the VLRB.

10. The promotion increase provisions of section 8 shall automatically sunset at the expiration of the Agreement and shall not continue into a successor contract unless the parties specifically agree to such a continuation. In the event this contract is extended by the Secretary of Administration as a result of a failure to reach agreement by the expiration of this contract, these provisions will not carry forward. The Colleges agree to provide information on the cost of promotions to the VSEA.

11. If an employee covered by this Agreement should voluntarily assume the duties and responsibilities of a higher rated position in a classification in a higher pay range or not covered by the position he/she holds, then (a) that employee shall receive the rate of the higher classification, (b) either party may submit the position for possible reclassification as outlined in number 3 above; or (c) the Vermont State Colleges shall modify the duties and responsibilities of that employee to conform with the requirement of the position classification.

ARTICLE 30

HIRING ABOVE MINIMUM

A College may hire new employees at up to 15% above minimum rates. However, the new employee's salary shall not be set at a starting rate greater than 95% of the salary of existing employees in the same job classification system-wide.

ARTICLE 31

REIMBURSABLE EXPENSES

1. Employees, when on authorized College business, shall be reimbursed for necessary and reasonable expenses incurred for travel accommodations, parking, tolls, telephone calls, meals, and other incidentals upon presentation of documentation of such expenses to the College.

2. Mileage between an employee's place of residence and the normal work station shall not be reimbursable except as provided in Article 24.

3. For authorized motor vehicle mileage actually traveled in the performance of College duties, a College employee shall 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.

4. The College will adhere to current practice regarding insuring College-owned motor vehicles and their occupants.

ARTICLE 32

SALARY ADVANCES

A bargaining unit member shall be entitled to one salary advance per year of up to $500. Any such salary advancement shall be repaid to the College through payroll deductions over eight (8) consecutive pay periods.

ARTICLE 33

GROUP INSURANCE PROGRAMS

1. During the life of this Agreement, the Vermont State Colleges will continue to pay 100% of the cost of accidental death and dismemberment insurance, and of group life insurance and long term disability insurances. All such benefit plans are subject to insurance carrier provisions and restrictions in effect as of November 2004. An employee who is on Long-term Disability shall remain on Long-Term Disability but shall remain an employee for no longer than one year after determination of eligibility.

2. The Vermont State Colleges shall offer a group dental and medical point of service managed care plan. Effective July 1, 2001, office visits under this plan shall be $15 per visit, regardless of premium payment. The Colleges and the employee shall share the cost of the premium of such a plan in accordance with the following schedule:

a) For employees whose base annual salary is under $15,000, the Colleges will pay the entire cost of the premium for a single, two-person or family plan.

b) For employees whose base annual salary is between $15,000 and $20,000, the Colleges will pay 98% of the cost of the premium and the employee shall pay 2%.

c) For employees whose base annual salary is between $20,001 and $25,000, the Colleges will pay 96% of the cost of the premium and the employee shall pay 4%.

d) For employees whose base annual salary is between $25,001 and $30,000, the Colleges will pay 94% of the cost of the premium and the employee shall pay 6%.

e) For employees whose base annual salary is between $30,001 and $35,000, the Colleges will pay 92% of the cost of the premium and the employee shall pay 8%.

f) For employees whose base annual salary is between $35,001 and $40,000, the Colleges will pay 90% of the cost of the premium and the employee shall pay 10%.

g) For employees whose base annual salary is between $40,001 and $45,000, the Colleges will pay 88% of the cost of the premium and the employee shall pay 12%.

h) For employees whose base annual salary is between $45,001 and $50,000, the Colleges will pay 86% of the cost of the premium and the employee shall pay 14%.

i) For employees whose base annual salary is between $50,001 and $60,000, the Colleges will pay 84% of the cost of the premium and the employee shall pay 16%.

j) For employees whose base annual salary is between $60,001 and $70,000, the Colleges will pay 82% of the cost of the premium and the employee shall pay 18%.

k) For employees whose base annual salary is over $70,000, the Colleges will pay 80% of the cost of the premium and the employee shall pay 20%.

3. Effective July 1, 2001, new employees must have a FTE of at least .8 to be eligible for health insurance. Such employee shall be covered by the insurance plans described above or in section 9 below upon the first day of employment. The Colleges will not engage in any new hiring on a part-time basis specifically to avoid paying for the benefits of health insurance coverage. The Colleges will not divide a full-time position into two or more part-time positions in order to avoid paying for the benefits of health insurance coverage. "To avoid paying for the benefits of health insurance coverage" shall not include circumstances where health care savings may be a factor, but not a significant factor, in the job structuring.

4. 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 $1800 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. Employees opting out of the medical plan only will receive $1400. 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.

5. All employees will participate in the same prescription plan of the Colleges' choice, provided, however, that the cost of generic drugs shall be $10 per prescription and the 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 brand drug, subject to the further provisions of Appendix II. 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).

6. If during the term of this Agreement the State of Vermont should enact universal health insurance coverage, the parties agree to reopen the contract to negotiate the impact of any such changes on employee compensation.

7. All unit members shall be eligible to receive services through the VSC Employee Assistance Program.

8. Beginning January 1, 2017, the Calendar Year Maximum under the dental plan shall be increased to $1,000. For Class II basic dental restorative services, payment under the plan shall be increased to 80% after plan deductible. The Calendar Year Deductible for dental services shall be reduced to $25 for an individual and $75 for family plans.

9. Beginning January 1, 2017, all newly hired employees shall receive health care coverage through a High Deductible Health Reimbursement Account. Such Account shall be optional for employees hired prior to January 1, 2017. This High Deductible plan will be structured so that the Colleges will fund the first portion of the annual deductible through the HRA. The employee's portion of the deductible will not exceed, after the HRA contribution, $500 per year for an individual or $1000 per year for a family. If the Colleges provide more favorable terms in connection with health care coverage to non-bargaining unit employees of the Colleges, the Colleges shall apply the more favorable terms to bargaining unit employees covered under this Agreement.

ARTICLE 34

PENSION PROGRAMS

Effective July 1, 2001, all full-time employees with one or more years or service, and all part-time employees with more than ten (10) years of service, are eligible for membership in the Vermont State Colleges programs with TIAA (Teachers' Insurance and Annuity Association). Vermont State Colleges shall contribute 12% of the employee's salary each year to TIAA. Beginning July 1, 2016, the Colleges' contribution towards TIAA for all new hires shall be 10% on income up to $40,000 and 8% for any income above $40,000. Income includes any additional payments for shift differential. Beginning July 1, 2017, the Colleges' contribution towards TIAA for all bargaining unit members shall be 10% on income up to $40,000 and 8% for any income above $40,000. Income includes any additional payments for shift differential. If the Colleges provide more favorable terms in connection with TIAA contributions to non-bargaining unit employees of the Colleges, the Colleges shall apply the more favorable terms to bargaining unit employees covered under this Agreement.

ARTICLE 35

RETIREMENT AND CONTINUED BENEFITS

1. Employees shall notify supervisors of their intent to retire in writing no later than forty-five (45) days in advance and should contact the Human Resources Office to review retirement benefits. The College President may, in his or her discretion, waive the above forty-five (45) day advance notice requirement. Such notices of retirement may not be rescinded by the employee once issued except as may be allowed at the discretion of the President for extraordinary circumstances. Such decisions by the President shall not be

grievable.

2. Employees hired on or after July 1, 2008 shall be eligible for retirement at the age of sixty-five (65) or thereafter, with at least ten (10) years of full-time continuous VSC service. Upon retirement, an employee shall receive medical and dental insurance benefits subject to the conditions outlined in paragraphs 4 and 5 of this article. The employee shall receive medical and dental insurance for the rest of his/her life and for the rest of the life of his/her spouse at the time of retirement, or until such time as he/she is no longer a spouse, and for his/her family for one (1) year. An employee who leaves VSC service and subsequently returns to VSC service shall be credited with 50% of the prior service toward retirement.

3. Employees hired prior to July 1, 2008 are eligible for the retirement benefits described below in accordance with the following benchmarks of age and years of service. Upon retirement, an employee shall receive medical and dental insurance benefits subject to the conditions outlined in paragraphs 4 and 5 of this article.

   a) Any employee who retires at age 58 or above, with at least ten (10) years of full-time continuous service or at age 65 or above with at least five (5) years of full-time continuous service will receive medical and dental insurance for the rest of his/her life and for his/her spouse and family for one (1) year.

   b) Any employee who retires at age 55 or above, with at least twenty (20) years of full-time continuous service, or at age 58 or above, with at least fifteen (15) years of full-time continuous service or at age 62 or above with at least ten (10) years of full-time continuous service will receive medical and dental insurance for the rest of his/her life and the life of his/her spouse of an employee at the time of retirement or until such time as he/she is no longer a spouse, and for his/her family for one (1) year.

   c) For the purposes of sections a. and b. above, an employee who leaves VSC service and subsequently returns to VSC service shall be credited with 50% of the prior service toward retirement.

4. Once retired, an employee will be covered by and subject to whatever medical insurance programs and policies are in effect for non-retirees, except, however, a retiree will not be obligated to contribute to the health insurance premiums should such contribution become required under the terms of any collective bargaining agreement.

However, employees who are hired on or after July 1, 2000, and who retire before the age of 65 will be covered by and subject to whatever medical and dental insurance programs and policies are in effect for non-retirees, including payment for whatever internal co-payments and contributions to premiums that may be required for non-retirees up to the age of 65, at which time the Medicare "carve- out" program shall be offered to retirees at no cost. It is provided, however, that whatever percentage of premium contribution rate an employee is paying at the point of retirement such percentage shall not be increased. To the extent premium contributions are scaled based on an employee's salary, the premium contributions for such retirees shall be based on the individual's last base annual salary as an active employee. Any employee who is retired will receive prescription drug coverage as provided for under the collective bargaining agreement in effect between the VSC Staff Federation and the Vermont State Colleges.

5. Notwithstanding the above, the VSC shall not be obligated to provide medical and dental insurance coverage for a spouse or family as long as the spouse or family is covered by medical and dental insurance that is comparable to the level of coverage that they would otherwise receive under the VSC plan or program.

   If the spouse or family no longer maintains coverage under an insurance plan or program, or loses their insurance, the spouse or family would then be able to receive such medical and dental insurance as currently exists under the terms of this contract Article.

   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 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.

6. Further, part-time unit employees hired prior to July 1, 2008 who retire at age 60 or above with the equivalency of ten (10) years of full-time service shall be eligible to purchase the VSC medical and dental insurance at group rates until they are eligible for Medicare.

7. Retirees and their covered spouses who attain the age of 65 shall convert from the VSC medical coverage then in effect to the Medicare "carve-out" program.

8. A retiree may add a new spouse to his or her medical and dental plan after retirement at full cost to the retiree.

9. The VSC shall pay for $10,000 life insurance for all retirees.

10. In the event of the death of an employee, the VSC shall continue to pay medical and dental insurance for his/her immediate family for a period of one (1) year, and his/her beneficiaries shall receive payment for any accumulated vacation leave.

11. In the event of permanent disability of an employee as defined in the long term disability plan or social security disability, the VSC shall continue to pay the benefits listed in this Agreement.

12. If an employee otherwise eligible for retirement benefits dies or becomes disabled, his or her spouse shall receive medical and dental insurance benefits subject to the conditions outlined in paragraphs 4 and 5 of this article, for the rest of his or her life if no other employer-provided coverage is available.

13. Notwithstanding any other provisions of this Agreement, any employee who begins employment on or after October 1, 2012 will not be eligible for any of the retirement medical or dental benefits of this Article.

14. In no case shall the provisions of this Article affect the rights of those employees who have already qualified for retirement benefits under the provisions of retirement articles in previous contracts.

15. Any active employee who otherwise would be eligible for medical and dental benefits as a retiree under this Article may elect to permanently opt out of such post-retirement medical and dental benefits at any time in exchange for a 3% salary increase.

ARTICLE 36

[RESERVED]

ARTICLE 37

RELEASE TIME

The Colleges agree that employees covered by this Agreement shall be granted release time during working hours to attend any college sponsored meetings or events which involve a review or discussion of employee benefits or compensation. The release time for these functions shall be arranged with the employees' immediate supervisor. Employees covered by the Agreement may

attend other college sponsored meetings or events if approved in writing by their supervisor in advance of the meeting or event. Denial by the supervisor of any release time under this article is not grievable.

ARTICLE 38

UNEMPLOYMENT INSURANCE

All employees will be covered by unemployment insurance as required by State and Federal law.

ARTICLE 39

BONDING

If an employee must be bonded as a requirement of employment then the Colleges shall bear the cost of such bonding.

ARTICLE 40

VERMONT STATE EMPLOYEES CREDIT UNION

Employees will be eligible for membership in the Vermont State Employees Credit Union, subject to the rules and regulations of said Credit Union. Deductions for the Credit Union shall be sent within three (3) days from when the paycheck is issued.

ARTICLE 41

TUITION WAIVERS

Upon the date of hire, full-time employees and their immediate families, including legal wards, may enroll without payment of tuition in any course or program, including graduate and summer, at any member College. Immediate family shall include spouse and dependent children, including legal wards, whether married or unmarried. Full-time bargaining unit employees shall pay associated fees not to exceed $25 per course or $100 in aggregate per semester. "Fee" 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. Part-time employees employed 20 hours or more per week and their immediate families also may enroll in any course or program, including graduate and summer, at any member College 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. Courses may be taken during working hours only with the permission of the President and such time shall not be counted as fulfilling part of the workweek for overtime purposes.

In the event the employee dies or is permanently disabled, the child or children enrolled at the time of death or disability will be guaranteed the continuation of free or pro-rated tuition, as the case may be, until the completion of the degree. Further, in the event an employee on active service who has completed at least five (5) years of service with a member College should die or be permanently disabled, or should retire, any child or children will be guaranteed free or pro-rated tuition, as the case may be, until the completion of his/her undergraduate degree subject to the tuition remission agreement between UVM and VSC. Free or pro-rated tuition, as the case may be, will be continued for one (1) year if the employee goes on a leave of absence or in the case of an employee laid off, during any recall period.

ARTICLE 42

LEAVES OF ABSENCE

Upon written request, the President may grant an unpaid leave of absence to an employee. Such permission shall not be unreasonably withheld. The terms of the leave shall be at the discretion of the President; however, the employee shall not receive salary or fringe benefits, except group insurance (medical and life), and tuition waivers. These benefits are to be administered in accordance with Articles 33 and 41 respectively.

ARTICLE 43

RETURN STATUS

An employee who is granted a leave under the provisions of this Article shall be entitled to compensation based on any negotiated wage and fringe benefit increases which took effect during the leave period. During any leave of absence, group insurance premiums shall continue to be paid by VSC for one (1) year; such coverage may be extended at the discretion of the President. Employees taking a leave of absence not in excess of one (1) year shall retain their

seniority status in accordance with the provisions of the Agreement.

ARTICLE 44

SICK LEAVE

1. All employees are entitled to sick leave.

2. Employees shall be credited with sick leave to a maximum of one hundred and fifty (150) days. Those employees who, prior to June 11, 1980 had accumulated more than one hundred and fifty (150) days of sick leave shall not have that number increased; nor shall the number be reduced except by use. However, if an employee in this category uses sick leave such that his/her accumulation falls to one hundred and fifty (150) days or less then the employee shall not be permitted to exceed the maximum accumulation of one hundred and fifty (150) sick leave days as stated herein.

3. With the approval of the Dean of Administration, staff may transfer a number of their sick days for use by a staff member who is incapacitated due to extended illness or accident, or a staff member who must be absent from work to care for a member of his/her immediate family who is incapacitated due to extended illness or accident, and who has exhausted his or her sick leave. The Dean's decision is not grievable. Such donation of sick leave shall not be treated as personal use of leave and shall not affect personal leave accrual by the employee making the donation.

4. Sick leave schedule:

SERVICE REQUIREMENT	SICK LEAVE DAYS
Less than one (1) year	One (1) day for each month of service
One (1) year, but less than five (5) years	Twelve (12) days/year upon anniversary date of hire accrued monthly
Five (5) years, but less than (10) years	Fifteen (15) days/year upon anniversary ten date of hire accrued monthly
Ten (10) years or more	Eighteen (18) days/year upon anniversary date of hire accrued monthly

5. A part-time employee serving twenty (20) hours or more per week shall earn sick days on a pro rata basis.

6. Sick leave may be used by the employee to obtain medical or dental care for the employee, to care for the employee's immediate family member in the case of serious illness or accident, or for any other reason permitted under the federal Family Medical Leave Act or the Vermont Parental and Family Leave Act. Immediate family for purposes of this Article shall be defined as spouse, parents, children or non-tenants domiciled in the household.

7. Notice of illness or accident shall be given as soon as possible to the employee's immediate supervisor. A doctor's certificate may be required for any sick leave in excess of four (4) days or whenever an employee who has been found to have abused sick leave in the past takes sick leave. If sick days have been exhausted, vacation days may be used at the employee's option.

ARTICLE 45

PERSONAL LEAVE

1. Each employee is entitled to four (4) personal days per year, to be earned at the rate of one (1) every three months commencing July 1.

2. Personal leave days shall not be compensable in cash, nor convertible to other forms of leave, nor shall they be cumulative beyond July 1.

3. Personal leave shall be granted at the time requested provided the employee gives the supervisor 48 hours' notice. Personal leave may be granted at the time requested if the employee provides less than 48 hours' notice. Personal leave shall be granted at the time requested for an emergency.

ARTICLE 46

BEREAVEMENT LEAVE

An employee shall be granted up to five (5) working days of paid bereavement leave including the day of the funeral when the death occurs in the immediate family. Immediate family shall be defined as including the employee's spouse, son, daughter, stepchildren, father, mother, brother,

sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother and stepfather or non-tenants domiciled in the household.

ARTICLE 47

MILITARY LEAVE

Employees will be granted military leave without pay upon assignment to extended active duty with the United States Military. Military leave may continue throughout 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 for not more than fifteen (15) working days in any twelve (12) month period for the purposes of reserve training or active duty and military pay shall be retained by the employee. Such temporary leave will not be counted against vacation time. The Colleges shall not be obligated to pay insurance premiums for any employee on 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. Arrangements will be made for payment of premiums with the business office at the College.

ARTICLE 48

JURY DUTY LEAVE

A leave of absence shall 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 that the employee provides documentation that he/she was not paid by the court for such service.

ARTICLE 49

PARENTAL LEAVE

1. A leave of absence shall be granted to employees for an absence related to pregnancy, childbirth, adoption, or placement of a foster child. Such leave may not exceed one (1) year. During such leave period, group insurance payments shall be continued, with the employee contributing the employee's share of the premium. Such

leave shall be unpaid, subject to section 2 below.

2. During the initial three (3) months of a request for leave under this article, at the employee's option, the employee may use any accrued paid leave.

3. Any such leave shall be administered in accordance with the Colleges' policies and procedures and all applicable federal and state law.

ARTICLE 50

VACATION

1. All employees are eligible for paid vacations in accordance with the following schedule:

SERVICE REQUIREMENTS	VACATION ENTITLEMENT
One (1) day of each month of active service	
One (1) year but less than five (5) years	Twelve (12) days/year upon anniversary date of hire accrued monthly
Five (5) years but less than (10) years	Fifteen (15) days/year upon anniversary date of hire accrued monthly
Ten (10) years but less than fifteen (15) years	Eighteen (18) days/year upon anniversary date of hire accrued monthly

SERVICE REQUIREMENTS	VACATION ENTITLEMENT
Fifteen (15) years but less than twenty-five (25) years	Twenty-one (21) days/year upon anniversary date of hire accrued monthly
Twenty-five (25) years or more	Twenty-four (24) days/year upon anniversary date of hire accrued monthly

2. Full-time employees shall be paid one (1) day's pay at their hourly wage per vacation day taken. Part-time employees shall be paid pro-rated pay at their hourly wage per vacation day taken.

3. Vacations shall be established by the College, taking into consideration the desires of the individual employees where practicable and in case of conflict, the more senior employee shall receive preference and the College shall give reasonable notice to employees with regard to the time vacations will take place.

4. During an employee's probationary period, vacation is earned, but may not be taken.

5. Prior permission of the employee's supervisor is required before any vacation is taken. Such permission shall not be unreasonably withheld.

6. Effective July 1, 2004, accumulations shall not exceed the employee's annual earned days. Accumulations in excess of this amount at the end of any June of each year shall be lost to the employee unless that employee had been denied use of that leave by the College during the year.

7. Employees may not be paid for vacation instead of taking vacation time. However, employees who leave College service for any reason will be paid for accumulated vacation up to the date of separation. Such payments shall be in a lump sum at the time of separation, or in installments in accordance with the regular payroll schedule at the mutual agreement of both parties.

ARTICLE 51

HOLIDAYS

1. All full-time employees shall receive one (1) day's pay and all part-time shall receive pro-rated pay at their hourly wage for the following holidays or substitution holidays:

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

Employees with written contracts of less than twelve (12) months duration will not be entitled to pay for holidays falling within the time period not covered by the contract.

2. Employees required to work on any of the holidays shall be paid for all hours worked at one and one-half (1 1/2) times their hourly wage or shall receive compensatory time at

one and one-half (1 1/2) times the hours worked except where substitution occurs under Section 4 of this Article in which case pay at one and one-half (1 1/2) times the hours worked will be provided only for hours of work performed on the alternative holiday date selected. The President of the College or his/her designee has the sole discretion to determine whether an employee will work a holiday. Such discretion shall be exercised in a non-discriminatory fashion. Any employee who works a holiday but separates from employment prior to being given time off in exchange for working that holiday shall be paid for time worked pursuant to this Article.

3. To be eligible for holiday pay under Section 1 or premium pay under Section 2, the employee must work or be on approved paid leave for his/her scheduled shift before and/or his/her scheduled shift subsequent to the holiday or produce a doctor's certificate that he/she was unable to work such shift.

4. The President shall establish the holiday schedule each year following consultation between the Business Manager and the Chapter President. The schedule may include substitutions for the holidays listed above.

ARTICLE 52

COLLEGE FACILITIES

Employees, retirees, their spouses, and dependent children shall be 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 utilized on non-working time and in accordance with the rules, regulations and schedules established by the College for such facilities.

ARTICLE 53

HEALTH AND SAFETY

1. Once monthly, or in the event of an emergency, the Colleges shall make such health and safety records, as are required by law, available for examination. The Colleges shall give reasonable notice, conspicuously posted, of when such records shall be available.

2. A Health and Safety Committee shall be established at each College. Each Committee shall consist of a minimum of three (3) employees appointed by the Federation and a

minimum of two (2) individuals appointed by the President.

3. The Health and Safety Committee shall review health and safety conditions and procedures of the College and make recommendations for improvement to the President. Topics for review shall include, but not be limited to, health and safety workshops, establishment of clinics and fitness classes for employees, fire drills, disposal and storage of dangerous substances, and the use of toxic substances.

ARTICLE 54

PHYSICAL WORKING CONDITIONS

1. Any employee shall have the right to submit suggestions regarding physical working conditions to his/her supervisor or to raise any concerns regarding health or safety issues with his/her supervisor, and shall be entitled to a response within a reasonable period of time. Such concerns may also be submitted to the Health and Safety Committee.

2. A College may significantly alter an employee's physical working conditions only after first giving the Federation notice and an opportunity to bargain.

ARTICLE 55

EMERGENCY SERVICES

A College may grant time off to an employee to respond to emergency fire calls, if he/she is a member of a volunteer fire department; or to Emergency Medical Technicians, to respond to medical service or rescue calls made to units to which they are assigned. Permission for employees to perform these functions shall not be unreasonably withheld.

ARTICLE 56

TOOLS AND REPLACEMENTS

1. The Colleges shall provide all hand tools and other equipment which the Colleges deem necessary for each employee to perform his/her duties, unless the employee has customarily provided tools and/or equipment, in which case he/she shall continue to do so. The Colleges will conduct an initial inventory of the employee's personal tools to

determine which are necessary. Failure of the employee to submit to the required inventory releases the Colleges from all liability for loss of such tools and/or equipment through fire or theft.

2. The maximum reimbursable dollar value of personal tools stored on College premises shall be $1,500 per employee. This amount may be increased with the specific written approval of the supervisor.

3. In the event an employee's personal tools are lost or destroyed by theft or fire, or are otherwise damaged, while on College premises with College approval, then the Colleges shall reimburse the employee for such loss, provided it was not due to employee negligence.

4. Supervisors shall inform all employees of the personal tools which the Colleges require the employee to provide for performance of his/her duties.

5. In the event an employee suffers a loss pursuant to Section 3 of this Article, the Colleges shall continue to provide him/her with work until replacement of or reimbursement for tools takes place.

ARTICLE 57

UNIFORMS AND GEAR

1. The Vermont State Colleges shall provide uniforms as necessary at its expense for each member of the bargaining unit who performs custodial, maintenance or security duties, and shall provide foul weather and winter gear as necessary. (a) In the case of custodial and maintenance employees this shall mean a sufficient number of uniforms to allow for one clean set for each day of the regular work week. (b) In the case of security officers, this shall mean three winter shirts and pants, three summer shirts and pants, a full-length raincoat, a windbreaker-type jacket and a winter coat (or, at the College's option, a single coat with removable liner). Such security officers' uniforms shall be replaced as determined by the College but in no event more than once a year. In addition, the College shall reimburse the purchase price of up to $100 for one pair of safety boots per year per security officer.

2. The Colleges shall provide goggles, respirators, and ear protectors where necessary. All physical plant employees in the position categories of custodian, housekeeper, maintenance, however titled, shall be reimbursed for the purchase of safety shoes up to a

maximum of $100 per year. In all cases of reimbursements, the College may require physical evidence in the form of a sales slip for the item purchased.

3. The Colleges shall have the right to require the employees to use all such safety equipment when deemed necessary by the supervisor.

4. When employees are required to work in the clean-up or repair of septic system overflows or handle open containers of toxic chemicals, appropriate waterproof boots and gloves shall be provided.

ARTICLE 58

BLOOD DONATIONS

A College shall grant release time to an employee for the purpose of donating his/her blood at any American Red Cross sponsored blood drive on campus. The supervisor shall schedule when the employees shall be allowed to go for such donations.

ARTICLE 59

MEALS, PARKING, BOOKS AND SUPPLIES

1. All employees shall be entitled to eat meals in accordance with past practice at the College's facilities.

2. All employees shall be entitled to a ten percent (10%) discount on items purchased at College bookstores.

3. One parking permit shall be granted each employee without charge.

ARTICLE 60

AUTOMOTIVE MAINTENANCE

The present policies regarding use of automotive maintenance facilities shall continue in effect.

ARTICLE 61

COFFEE BREAKS

Employees working full-time shall be entitled to two (2) fifteen (15) minute coffee breaks per day; part-time employees shall be entitled to one (1) fifteen (15) minute coffee break for each half (1/2) day.

ARTICLE 62

EMERGENCY CLOSING

An employee shall receive his/her regular pay on any day in which the College fails to open because of emergencies. If the College closes early and the employee is allowed to go home, he/she shall receive his/her regular pay for the remainder of that day. If the College requires an employee to work on a day in which the College does not open or closes early, employees will be paid at one and one-half (1 1/2) their hourly rate for each hour worked after closing. If the College cancels classes due to an emergency situation, the College is considered closed.

ARTICLE 63

SEVERABILITY

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law, directive, order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof. Any provision which is declared illegal, void or invalid shall be renegotiated upon ten (10) days' notice by either party, provided renegotiation is not prohibited by law.

ARTICLE 64

EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement of the Vermont State Colleges and the Federation, arrived at as a result of collective bargaining negotiations, except such

amendments hereto as shall have been reduced in 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 removed 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. Therefore, the Vermont State Colleges and the Federation, for the life 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 in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Neither the Board of Trustees nor any officer of the VSC shall take any action in contravention of this Agreement, nor add to, subtract from, alter or modify, any of its express terms and conditions.

ARTICLE 65

DURATION AND RENEWAL

Except as otherwise provided, this Agreement shall continue in full force and effect until midnight, June 30, 2020 and shall automatically be renewed from year to year thereafter until, at least one hundred twenty (120) days prior to any expiration date, either party notifies the other in writing of its desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the Vermont State Colleges has caused this instrument to be signed and sealed by its duly authorized Representative and the Federation has caused this instrument to be signed and sealed by its duly authorized Representatives as follows:

VERMONT STATE COLLEGES STAFF FEDERATION

BY: Sandra J C Noyes

Sandra J C Noyes, VSCSF Chair
DATED: 8/9/16

BY: Kelly Everhart

Kelly Everhart, VSEA Attorney
DATED: 8/9/16

BY: SJH

Steve Howard, Executive Director, VSEA
DATED: 8/12/2016

VERMONT STATE COLLEGES

BY: Jeb Spaulding

Jeb Spaulding, Chancellor
DATED: 8/9/16

BY:

William Reedy, General Counsel
DATED: 8/9/16

APPENDIX I
VERMONT STATE COLLEGES STAFF FEDERATION
PAYROLL DEDUCTION AUTHORIZATION & RELEASE

_____
EMPLOYEE NAME (Please print clearly.)

I hereby request the following action(s) for payroll deduction and authorize the Vermont Sate Colleges (VSC) to withhold from my salary every pay check the amounts which I have specified below to be sent to the Vermont State Employees' Association, Inc. (VSEA) at Post Office Box 518, Montpelier, Vermont 05601 to cover my VSEA membership dues and premium payments for VSEA Member Benefit Programs selected by me. Any future revisions to the VSEA dues structure, which is duly approved by the VSEA membership, shall be applied automatically to my deductions. Unless withdrawn by me in writing, this authorization shall remain in effect as long as I am a member of the VSEA/VSC Staff Federation. This request is effective this date and shall remain in effect until such time as I become ineligible or notify the VSC in writing 10 days in advance that I want to cancel my deduction.

☐	START payroll deduction for VSEA dues each pay period	$_____ (Amt. due biweekly)
☐	STOP payroll deduction for VSEA dues each pay period	

VSEA MEMBER BENEFIT PROGRAMS*

ELIGIBILITY: VSEA members may also elect to participate in various benefit programs offered by VSEA, for which an additional deduction will be made from your paycheck. DO NOT CONFUSE THE VSEA BENEFIT PROGRAMS WITH THE MEDICAL, DENTAL, DISABILITY, OR LIFE INSURANCE COVERAGE AVAILABLE TO VSC EMPLOYEES UNDER THE TERMS OF THE CONTRACT.

	Previous Benefit Total	$_____biweekly
☐	START payroll deduction each pay period	$_____biweekly
☐	INCREASE payroll deduction each pay period	$_____biweekly
☐	DECREASE payroll deduction each pay period	$_____biweekly
☐	STOP payroll deduction each pay period	$_____biweekly
	New Benefit Total	$_____biweekly
	TOTAL DEDUCTION (DUES & BENEFITS)	$_____biweekly

*Only one change per semester (Sept-Dec; Jan-Apr; May-Aug) is permitted under the contract. Payroll deductions will begin for the next full payroll period after the date this form is received in the College Business Office. I understand that payroll deduction for the VSEA Member Benefit Programs is a privilege of VSEA membership and will terminate if I terminate VSEA membership.

PLEASE NOTE: Insurance benefit programs offered by the VSEA are the sole responsibility of VSEA. Payroll deduction of premiums for these programs should not be construed as an endorsement by the VSC for either the member benefit program or the company offering that product.

_____ _____
Employee Signature Date VSEA Authorized Representative Date

_____ _____
College Business Office Representative Date CAMPUS

APPENDIX II

PRESCRIPTION DRUG COVERAGE

The Stipulation of Agreement on Prescription Drug Coverage entered into by the VSEA/VSCSF and the Vermont State Colleges in the contract years July 1, 1999-June 30, 2001, shall remain in effect. When a generic brand for a given prescription exists, but the prescribing physician orders a prescription to be dispensed as written, then the employee shall be responsible for paying the entire amount of that prescription at the pharmacy, provided, however, that the Colleges shall be responsible for reimbursing the employee the entire amount of the prescription price after the deduction of applicable co-payments.

APPENDIX III

SECTION 125 REIMBURSEMENT ACCOUNTS

The VSC has established a flexible benefits reimbursement plan for regular part-time or full-time employees who are eligible for the group insurance plans. Those who are eligible to participate may do so voluntarily. By taking advantage of Section 125 of the Internal Revenue Service Code, an employee may elect to set aside a portion of pay on a pre-tax basis that can be used for certain uncovered medical expenses or dependent care.

The enrollment period for the VSC reimbursement is during the month of November, the same time that it designated as the "open enrollment" period for the medical plans. The reimbursement accounts run on a calendar year basis starting in January and employees may not enroll after the new year has begun. However, enrollment is year to year and employees have the option of opening one or both of the accounts each year. Administration of the Section 125 reimbursement accounts is done in accord with the established IRS rules. Employees should be familiar with these rules prior to enrolling.