

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

In solidarity,

*Jacelyn Silverlight*

President, UAW Local 2322

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

**UAW Local 2322  
4 Open Square Way, #406  
Holyoke, MA 01040  
800-682-0269 or 413-534-7600**

*Protect these hard won benefits and rights. Read your contract.  
Know your rights. Know your benefits.*

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## **ARTICLE 1: RECOGNITION**

In accordance with the certification of the National Labor Relations Board, Goddard College Corporation recognizes the United Auto Workers, Local 2322, a/w United Automobile, Aerospace & Agricultural Implement Workers of America, as well as the International Union (United Automobile, Aerospace, and Agricultural Implement Workers) separate and with Local 2322, UAW as the sole and exclusive bargaining representative for all full-time, regular part-time employees and temporary workers covered under the recognition definitions stipulated by the employer with the NLRB and included in the election certification.

The Employer shall provide the Union with at least thirty (30) calendar days' notice prior to the creation of any new bargaining unit position or title and shall provide the Union with a copy of the position or title description, including the proposed pay range and duties and qualifications of the position. On the Union's request, GCC shall bargain over the proposed pay range, and any other wages, hours or working conditions of such position or title not already addressed by this Agreement.

At least thirty (30) days prior to creating any new staff positions or job titles that the Employer believes are not or should not be included in the bargaining unit, the Employer will provide the Union with the proposed job description and qualifications for the position. The parties will make a good faith effort to resolve any dispute over whether any such position should be included in the bargaining unit. If the parties are not able to reach agreement as to the inclusion or exclusion of the position from the bargaining unit, the Union may pursue appropriate proceedings at the National Labor Relations Board.

## **ARTICLE 2: DEFINITIONS**

The terms "employee" and "employees" as used in this Agreement refer to only such persons who are within the bargaining unit, as defined in Article 1, "Recognition".

GCC: Goddard College Corporation, the administration of Goddard College, or the Board of Trustees of Goddard College, its officers and agents.

GCSU: The Goddard College Staff Union, a unit of Local 2322, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, its officers and agents.

The term “business days” used in this Agreement shall mean the days Monday through Friday inclusive, and exclude Saturdays, Sundays and holidays on which Goddard is closed.

Wherever in this Agreement an act or notice is due on or by a specified date, if the date falls on a holiday or weekend, the due date shall be extended to the next regular business day thereafter.

### **ARTICLE 3: TEMPORARY EMPLOYEES**

1. A temporary employee is a person hired by the employer to:
  - (a) perform specific tasks of a short-term nature not to exceed six (6) months’ duration;
  - (b) fill a vacant bargaining unit position for which an active permanent employee search is underway, for not more than three (3) months.
  - (c) To fill a specific position in the bargaining unit as the result of an absence of a regular employee on a leave.
2. Temporary employees shall not be subject to the benefits or protections of this Agreement, except that employees hired under sub-paragraph (c), above, who are hired for a period of more than six (6) months, shall be subject to the provisions of this Agreement, including the grievance procedure, except that such an employee may not grieve the termination of his/her employment due to the return of the regular employee whose position he/she is filling.
3. The GCC shall notify the Union when it hires a temporary employee, and shall, on request, provide an explanation of the purposes for

which the temporary employee is being hired and the projected duration of his/her employment.

4. The parties may mutually agree to extend the employment of a temporary beyond the time limits laid out above. If a temporary employee's employment extends beyond these time limits, without mutual agreement of the parties, the temporary employee shall convert to permanent status, and shall not be subject to any further probationary period.

#### **ARTICLE 4: RESIDENCY EMPLOYEES**

The term "residency employee" means an employee hired by GCC primarily to work during residencies. The parties acknowledge that some residency employees also perform other work for the College.

Beginning with residency employees hired after the effective date of this Agreement, residency employees who regularly work at least 37.5 hours per week during residencies shall serve a probationary period of one (1) residency cycle (one semester). Residency employees who regularly work less than 37.5 hours per week shall serve a probationary period of two (2) residency cycles (two semesters).

During the probationary period, a residency employee may be disciplined or discharged without cause, and such discipline or termination shall not be subject to grievance or arbitration under this Agreement. During the probationary period, residency employees shall otherwise be covered by this Agreement.

Residency employees, who have successfully completed their probation, will be asked to return at the beginning of the next residency and subsequent residencies.

#### **ARTICLE 5: BARGAINING UNIT WORK**

Bargaining unit work shall not be performed by non-bargaining unit personnel. This provision shall not be construed to preclude supervisory

or management personnel from performing incidental bargaining-unit work consistent with established past practice or in emergencies.

GCC shall not use independent contractors to perform any work performed by bargaining unit members since the Union's certification. No existing bargaining unit member shall be displaced by an independent contractor. No bargaining unit job vacated since the Union's certification shall be performed by an independent contractor. GCC shall be permitted to use independent contractors for work that has been contracted out historically and for new work that otherwise would be deemed bargaining unit work if the work is of a temporary duration not to exceed eighteen (18) months. This provision shall be re-negotiated in its entirety in connection with the negotiations for the contract year beginning July 1, 2018.

## **ARTICLE 6: PROBATION AND PROBATIONARY PERIODS**

All employees hired on or after the effective date of this Agreement shall be subject to a probationary period of six (6) months. The probationary period may be extended at the Department Head's request with the consent of the Union for an additional three (3) months.

All probationary employees and special probationary employees shall receive an employee evaluation at or near the midpoint of their probationary period, but the failure to provide such an evaluation shall not change the probationary status of any such employee in any manner.

During the probationary period, an employee may be disciplined or discharged at the sole discretion of GCC and such discipline or discharge shall not be subject to grievance or arbitration. Probationary employees shall otherwise be subject to all provisions of this Agreement.

## **ARTICLE 7: UNION RIGHTS**

1. An authorized representative of the Union shall have admission to GCC for the purpose of providing services to Bargaining Unit employees. Such visitation rights shall not interfere with normal operations. The representative of the Union shall abide by all visitor rules including badges or other identification rules. The visits shall be

scheduled so that any discussions between a representative of the Union and employees shall take place in non-work areas and during the employees' non-work time except as provided by the contract.

2. Union Meetings. Subject to prior notice and availability of space, the College premises may be provided for the conduct of union meetings, elections, and ratifications which employees shall attend on non-work time, unless otherwise authorized by GCC. During on-campus union meetings, employees shall be subject to generally applicable employee standards of conduct provided that the Section 7 rights of bargaining unit members shall not be infringed.
3. The Union shall have the right of posting notices of meetings, Union business, elections of officers, or notice of Union recreation or social business, on two bulletin boards provided by GCC for that purpose. Notices shall only be posted by Union delegates. The bulletin boards shall be placed in the Community Center [first floor to the left of the elevator room], and in the Elliot Pratt Center [staff kitchen].
4. Leave for Union Business.
  - A. The Employer shall meet with the Union to discuss providing a renewable unpaid leave of absence for the period of his/her term of office for one (1) elected official of the Local Union.
  - B. Employees on leave under this Article shall be allowed to maintain coverage under all Employer-provided benefit programs, with the costs to be paid by the Union.
  - C. Additional days of unpaid leave for union business shall not be unreasonably withheld.
  - D. Employees on leaves provided under this Article shall continue to accrue seniority while on leave and at the end of their leave shall be returned to their regular job, sub-department classification, shift and schedule.
5. GCC shall recognize up to four (4) stewards designated by the Union, including one (1) Chief Steward. The Union will notify the Administration who the Stewards are and will let the Administration know of any changes. Stewards will be granted paid release time for purposes of representing employees in grievances and during any interview of an employee by a supervisor or manager in which the employee is required to answer questions or give evidence or otherwise explain or defend his/her conduct and which the employee

reasonably believes could lead to discipline or a change in working conditions.

## **ARTICLE 8: UNION SECURITY**

By thirty (30) days after ratification of this Agreement or after date of hire, whichever is later, all bargaining unit members -- whether or not they are members of the Goddard College Staff Union -- shall be required to pay either union dues or an agency fee in an amount not greater than union dues.

Bargaining unit members who elect not to join or maintain membership in the union shall be required to pay an agency fee to the Union as a condition of employment as applicable by law.

Membership in the GCSU shall be continuous. Any change from dues paying membership status to agency fee status shall be for the next academic year and must be made by the employee no later than May 15 of the current academic year in writing to the GCC and the GCSU by certified mail, return receipt requested.

The GCSU shall indemnify and hold the GCC harmless with regard to any action arising out of its compliance with this section.

## **ARTICLE 9: DUES DEDUCTION**

1. GCC agrees that it will deduct per pay period the regular dues and a twenty dollar initiation fee from the wages of those employees covered by this Agreement who voluntarily authorize GCC to make such deductions on a proper authorization card supplied by the Union. The dues so deducted will be remitted by the end of the week following each pay period to the designated Union official together with the following information in an electronic spreadsheet:

- i. Payroll period
- ii. Employee name
- iii. Address
- iv. Hours worked



- v. Rate of pay
- vi. Wages subject to dues/agency fee
- vii. Initiation fee paid
- viii. Dues submitted
- ix. Notes (for any under/over payment, for members with no payment that week)
- x. Employee ID

GCC shall not make deductions and shall not be responsible for remittance to the Union of the dues for any pay period during which the employee has no earnings or where otherwise unlawful. The amount of the dues shall be certified to GCC in writing by the Union.

2. GCC assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold GCC harmless from any claims, actions or proceedings by an employee rising from deductions made by GCC hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
3. During new hire orientation, the Employer will notify each new bargaining unit employee that GCC has a labor agreement with a union security clause requiring each employee to begin paying union dues or fees after thirty days of employment. The Employer will also provide each new hire with a Union orientation packet containing a dues deduction authorization and informing him or her of the right to authorize payroll deductions for union dues or fees, if they so choose. Copies of this orientation packet will be provided by the Union for distribution by the Employer. The Employer will not ask new hires to sign a union membership card or a dues deduction authorization nor will it collect signed cards for the Union. However, the Employer will provide new hires with the name, address and phone number of the designated union contact for further information. The Union retains the responsibility for collecting dues deduction authorizations and submitting them to the payroll department pursuant to Article 5, "Dues Deduction".
4. Twice annually, in October and April, GCC shall provide the Union with a list of the names, addresses, phone numbers, dates of hire, pay rates, hours worked, position and department of all bargaining unit employees.

5. GCC shall notify the Union of all new bargaining unit hires, including the individual's name, position, hours, rate of pay and start date. The union representative, steward, or designee may meet with new hires for up to thirty (30) minutes on work time for the purpose of orienting the employees to the Union and discussing dues deductions.
6. Upon receipt of a duly authorized and executed voluntary payroll deduction authorization form, GCC agrees to deduct per pay period voluntary designated political action committee contributions to the UAW V-Cap Fund. GCC agrees to remit such deductions no later than the end of the next calendar month to UAW V-Cap, in care of Bank One Dept. 78232, Article 23, Voluntary Exchange, P.O. Box 78000, Detroit, MI 48278-0232. A list of all employees and the corresponding deductions shall be forwarded to the above address along with the deductions, and will be sent separately to UAW Local 2322.

**ARTICLE 10:  
LABOR/MANAGEMENT COMMITTEE**

There shall be a Labor/Management Committee comprised of up to three representatives designated by the Union and three representatives designated by GCC. The Committee shall meet at least twice annually, or more by mutual agreement of the parties, for purpose of discussing matters necessary to the implementation of this Agreement. This shall not include grievance adjustments or collective bargaining. The request for any such meetings shall include a list of the specific matter(s) to be discussed.

**ARTICLE 11:  
HOURS OF WORK/SCHEDULING**

Except where inconsistent with this Agreement, the policies in the GCC Employee Handbook (revised November, 2014) concerning hours, scheduling and pay procedures shall continue to be applicable.

1. Definition of Work Day and Work Week
  - (a) The normal work week for a full-time bargaining unit members is thirty-seven and one half (37.5) hours, consisting of five days

that each include a one-half to one (1) hour unpaid lunch break. In departments/positions which currently have a variable schedule based on residency requirement, seasonal duties or special events, the current schedule definition shall remain in effect. Some full-time bargaining unit members currently work a forty (40) hour week and shall continue to do so. Full-time hours for any new bargaining unit employees shall be 37.5 hour per work week unless there is an agreement between the employee and his/her supervisor for a forty hour work schedule. Regardless of its current status, no position shall be scheduled for a 10 hour/four day work week or a five day, forty hour work week unless such schedule is mutually agreed to by GCC and the employee in said position.

- (b) A part-time employee is any employee whose normal schedule consists of less than 37.5 hours per week.
- (c) Residency workers shall be assigned to a work schedule that meets the needs of GCC during the residency period.
- (d) A staff member may work a different schedule by mutual agreement with his/her supervisor and approval of Human Resources.

## 2. Overtime

- (a) For overtime purposes, Goddard's workweek runs from Monday 12:01 a.m. to Sunday 12:00 p.m.
- (b) Employees who are eligible by law for overtime ("non-exempt" employees") are paid at the rate of time and one-half, after actually working 40 hours in a workweek.
- (c) Work during a holiday shall be covered by Article 27, Section D "Holidays".
- (d) In calculating overtime pay, holidays, sick time, vacation, personal days, unpaid leave or closing due to inclement weather are not considered in determining whether an employee has actually worked over 40 hours in a workweek.

(e) Available overtime work shall be equitably distributed as far as reasonably practicable.

3. Pay Period

Employees are paid on a biweekly basis, by mail or at the employee's option, by direct deposit.

4. Compensatory time for exempt employees:

(a) There may be times when an exempt employee needs to work extraordinary additional time beyond their typical schedule in order to complete a job. Extraordinary additional time is defined as a ten percent (10%) or greater upward variance in an employee's normal workweek or by work performed on a normal day off. Comp time must be approved by the employee's supervisor.

(b) Accrued Comp Time may be used in lieu of paid leave time and may be taken in full days or partial days. Use of comp time must be authorized in advance by the employee's supervisor.

(c) Accumulated Comp Time will be capped at 10 days per fiscal year and must be used in the fiscal year in which it was earned. This cap does not include time that the President or designee designates as paid time under the "Closing Due to Inclement Weather or Disaster" policy. Comp Time is not paid out at separation from employment.

(d) Requests to accrue or to use compensatory time shall not be unreasonably denied.

**ARTICLE 12:  
SEXUAL HARASSMENT**

The GCC policies in the Employee Handbook (revised November, 2014) concerning Sexual Harassment (pg. 49) are hereby incorporated by reference into this agreement, provided that any discipline conform to the standards for progressive discipline and be subject to the grievance procedure as set out in this contract.

**ARTICLE 13:  
NON-DISCRIMINATION**

Neither GCC nor the Union shall unlawfully discriminate with regard to hiring, promotions, job assignment or other conditions of employment because of race, age, sex, creed, color, disability, national origin, union activity or sexual orientation or gender expression.

**ARTICLE 14:  
DISCIPLINE AND DISCHARGE**

1. GCC shall have the right to discipline, suspend or discharge any employee who has completed his/her probationary period only for just cause.
2. Employees will be given written notice of discipline, including the reason(s) for the discipline.

Prior to imposing a suspension or discharge, GCC shall provide the employee with a written notice of the possible disciplinary action and the reasons for the discipline. The notice will inform the employee of his/her right to discuss the alleged reasons for the disciplinary action before the discipline is imposed and of his/her right to be accompanied at such time by a Union representative. This is not an administrative hearing and the employee will not have the right to call or cross-examine witnesses at this meeting. GCC may place an employee on paid administrative leave for a reasonable period pending investigation or this meeting.

GCC will provide the Union and unit chair with a copy of suspension and discharge notices within 2 business days of the date of notice to the employee.

In the case of verbal or written warnings (not applicable to oral constructive criticism), GCC will provide the Union and the Chief Steward(s) with a copy as soon as practicable or within 5 business days of the date of notice to the employee.

3. All bargaining unit employees and management employees are entitled to be treated with dignity and mutual respect at all times. Should

disciplinary or corrective instructional communication be necessary, it will be conducted in a private setting if reasonably possible.

## **ARTICLE 15: GRIEVANCE AND ARBITRATION**

The Union and GCC agree that they will use their best efforts to encourage the informal and prompt settlement of any complaint that exists with respect to the interpretation or application of this Agreement.

In the event such a complaint arises between the GCC and the Union that cannot be settled informally, it shall be processed as provided herein.

The time limits prescribed in this Article may be modified by written agreement of the parties.

### 1. Definitions

- A. A “grievance” shall mean an unresolved complaint arising during the period of this Agreement between the GCC and an employee, a group of employees and/or the Union with respect to the interpretation or application of a specific term of this Agreement.
- B. “Grievant” shall refer to the Union and to an individual or group of employees involved in a grievance.

### 2. Informal Procedure

A complaint may be presented informally to the supervisor or manager whose decision or action is being contested. In the event that the parties desire to continue the informal process of resolving a complaint, the time periods set forth below may be extended by mutual agreement, which should be memorialized in writing.

### 3. Formal Procedure

#### **Step 1**

In the event satisfactory resolution is not achieved through informal discussions the grievant, within thirty (30) calendar days following the act or omission giving rise to the grievance or the date on which the

grievant reasonably should have known of such act or omission (whichever is later), shall submit the grievance in writing to the supervisor or manager whose act or omission is being grieved, with a copy to the Director of Human Resources.

The supervisor or manager shall meet (either in person or telephonically) with the grievant and Union representative to discuss the grievance within ten (10) calendar days of the submission of the grievance. The supervisor or manager shall issue a written response to the Union within fourteen (14) calendar days after the grievance meeting.

## **Step 2**

If the grievance is not settled at Step 1, the grievant and Union may, within fourteen (14) calendar days of the date of receipt of the answer in Step 1, submit the grievance in writing to the Departmental Manager, or to the Director of Human Resources if the grievance was considered by the Departmental Manager at Step 1. Within fourteen (14) calendar days of submission of the grievance, the designated GCC representative will meet with the grievant and Union representative to discuss the grievance. Within fourteen (14) calendar days of the meeting, the designated GCC representative shall issue a written response to the grievance to the Union.

If the grievance concerns an act or omission by the Director of Human Resources, the grievance shall be submitted at Step 2 to the administrator to whom the Director of Human Resources reports.

A grievance concerning a suspension or discharge may, at the Union's option, be initiated at Step 2 of the grievance process.

## **Step 3: Arbitration**

A. In the event a grievance is not satisfactorily resolved at Step 2 of the grievance procedure, the Union may, within thirty (30) calendar days of the date of receipt of the Step 2 decision, submit the matter to arbitration by filing a request for arbitration with the American Arbitration Association ("AAA") for resolution by a single arbitrator in accordance with the procedures, rules and regulations of the AAA.

B. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall otherwise bear its own costs.

- C. The arbitrator's decision shall be final and binding on the parties, except as a limited right of appeal may be permitted by applicable law.
- D. The parties may, by mutual agreement, select an arbitrator without use of the services of the AAA.

**ARTICLE 16:  
SENIORITY**

- 1. Seniority shall be defined as an employee's length of service since his/her last date of hire. In the case of a temporary employee who becomes a permanent employee without a break in service, his/her seniority shall begin from his/her date of hire as a temporary.
- 2. Seniority shall be terminated by a voluntary resignation, discharge for just cause, and failure to be recalled within the time period specified in Section 4 of Article 12, "Layoff/Recall".
- 3. An employee who accepts promotion to a non-bargaining unit position shall not continue to accrue seniority while employed in the non-bargaining unit position but shall retain accrued seniority if he/she returns to a bargaining unit position without interruption. A returning employee shall not displace any existing bargaining unit member.

**ARTICLE 17:  
LAYOFF/RECALL**

- 1. GCC shall have the right to lay off employees due to lack of work, financial exigency or for other legitimate reasons. GCC shall have the right to determine, in its discretion, which departments and/or job classifications are to be reduced or eliminated.
- 2. Notice, Meet and Confer:
  - (a) GCC shall notify the Union in writing of its intent to layoff as early as possible, but in no event less than thirty (30) calendar days prior to the date of notification to affected employees.



The notice to the Union shall state the reason for the proposed layoffs, the expected effective date, and the departments and positions GCC expects to reduce. The notice shall also include a current list of all bargaining unit members, including their last date of hire.

- (b) GCC shall promptly comply with any request for relevant information by the Union and with the Union's request to meet and confer regarding the contemplated layoffs.
- (c) Prior to proceeding with layoffs, GCC shall consider all reasonable alternatives, including transfer or reassignment to vacancies which are anticipated to exist within the next sixty (60) days.
- (d) Individuals who are to be affected by layoff shall be notified in writing by no later than thirty (30) calendar days prior to the effective date of layoff with a contemporaneous copy to the Union. GCC may provide pay in lieu of notice.

### 3. Order of Layoff

- (a) GCC shall lay off volunteers and temporary employees before any involuntary layoff of a permanent employee, unless the volunteer or temporary employee is performing essential organizational functions which no remaining staff will be qualified to perform.
- (b) Involuntary layoffs shall be done by inverse seniority where two or more employees occupy positions that involve substantially similar duties and qualifications.
- (c) An employee who is being laid off shall be offered any vacant bargaining unit position for which he or she is qualified. If hired, the employee's seniority will be uninterrupted. Such employee shall have a forty-five (45) day probationary period, during which her employment may be terminated if she/he is unable to satisfactorily perform the work, in which case she/he will be entitled to severance and recall rights in accordance with this Article. A decision to terminate an employee under such circumstances shall not be made arbitrarily or capriciously.

- (d) The parties agree that they will bargain in good faith to determine “seniority units” (groupings of positions involving comparable skills and qualifications) within which employees who are laid off shall be able to bump a less senior employee. If the parties are unable to reach agreement on the composition of seniority units within six months after ratification of this Agreement, either party may thereafter request binding interest arbitration, which shall be final offer, by issue. If the parties are unable to agree on an arbitrator one will be selected through AAA.

#### 4. Recall

Employees laid off due to a lack of work shall have recall rights for one (1) year. Those most recently laid off in the same seniority unit shall be the first to be offered recall. Laid off employees shall be notified of other openings at the College outside of their previous job category and offered employment to such openings if qualified.

#### 5. Severance

- (a) Employees shall be entitled to two (2) weeks of pay for each year of employment by GCC up to a maximum of thirteen (13) weeks. Employees who, prior to the effective date of this Agreement, have accrued more than thirteen (13) weeks of severance under the pre-existing GCC policy shall be entitled to all severance accrued up the effective date of this Agreement, but shall be capped their current weeks of severance entitlement.
- (b) If a laid off employee is recalled by GCC, all severance payments shall cease upon the effective date of re-employment. In the event an employee receives severance pay and is later recalled, the years of service for which the employee was paid severance shall not be credited in the calculation of future severance payments.
- (c) If a laid off employee elects to continue her/his health and/or dental coverage under the terms of COBRA, the College will also pay to the employee an amount equal to the portion of premiums for health and dental coverage that it paid immediately prior to the date of separation each month for the duration of the severance period. Following final payment of severance pay, the laid off employee will be responsible for paying the full COBRA

premium for health and/or dental coverage, including the 2% administrative fee. In the event the College ceases operations so that there is no remaining group health and/or dental insurance plan(s), then COBRA or other continued participation in the health and/or dental coverage may not be possible to provide to the laid off employee. In this case, this continued participation benefit and payments towards premiums will cease and not be provided; nor will any substitute benefit be provided.

## **ARTICLE 18: FILLING OF VACANCIES**

A vacancy is a bargaining unit position newly created by GCC or an existing position which has been vacated as a result of a termination, resignation, retirement, promotion or transfer, when GCC decides to re-fill the position.

Goddard shall post notice of all bargaining unit vacancies electronically and in physical locations agreed to by the Union and GCC for a minimum of five (5) business days prior to posting externally. Such notice shall state the Department, position, classification, pay range and qualifications for the job.

Bargaining unit members wishing to apply for a vacancy shall complete the job application established by GCC. Where an internal candidate has qualifications that are equal to or greater than those of an external candidate for a vacant position, the internal candidate shall be offered the position. GCC's determination that an internal candidate is less qualified than an external candidate shall be grievable if it is arbitrary or capricious.

An employee who applies for and is hired for another position in the bargaining unit may be required to complete a special probationary period of up to forty-five (45) days in the new position.

During the special probationary period, if an employee has not performed satisfactorily in the new position, the employee shall be offered the unconditional option to return to his/her former position. An employee who is hired for another position in the bargaining unit has the unconditional right to return at his/her own choice during the initial forty-

five (45) days in the new position, or later, provided that no hire offer has been made to an applicant for the employee's former position.

**ARTICLE 19:  
WAGE INCREASES**

Effective on the earlier of the first pay period after ratification or July 1, 2015, the minimum rate of pay for bargaining unit employees shall be eleven dollars (\$11.00) per hour. Effective on July 1, 2016, the minimum rate of pay for bargaining unit employees shall be twelve dollars (\$12.00) per hour.

**ARTICLE 20:  
LONGEVITY INCREASES**

All employees (except for residency employees) shall receive an increase of \$1,500 per year (or a pro-rata amount for employees working less or more than a 37.5 hour per week and/or less than a year-round schedule) on every third anniversary of their date of hire. For employees whose anniversary falls between January 1 and June 30, the longevity increase shall be effective on July 1 of the same calendar year; for employees whose anniversary falls between July 1 and December 31, the longevity increase shall be effective on January 1 of the following calendar year.

**ARTICLE 21:  
EDUCATION PAY BUMP**

Employees (except for residency employees) shall be entitled to a one-time payment of \$1,500 (or a pro-rata amount for employees working less or more than a 37.5 hour per week/full year schedule) upon certifying that they have been awarded an undergraduate or graduate degree. The degree does not have to be relevant to the employee's position at GCC.

## **ARTICLE 22: PAY SCALES**

The parties recognize the importance of establishing and maintaining a fair, equitable and transparent salary structure for Goddard College staff, based on the principle that employees should receive comparable compensation for comparable work.

Accordingly, the following steps will be taken to move Goddard College toward this goal:

### 1. Job descriptions:

Every bargaining unit position shall have a job description which includes the job title, the department in which the position is located, the position(s) to which the position reports, any supervisory responsibilities, a short summary of the primary functions of the job, a description of the specific duties of the job, and the minimum qualifications for the position. By no later than January 1, 2016, GCC will provide the Union with job descriptions for each unit position which include this information. The Union shall have an opportunity to provide feedback concerning the accuracy and completeness of the proffered descriptions and the parties will make a good faith effort to resolve any disagreements over the accuracy and completeness of the descriptions. Positions with similar duties will be given uniform titles.

### 2. Salary study:

The parties will cooperate to complete a comprehensive salary study for the purpose of developing pay ranges for all bargaining unit positions. The parties will use their best efforts to complete the salary study by no later than July 1, 2016. The salary study shall take into consideration the results of any prior studies conducted for GCC, as well as other information typically considered, including but not limited to prevailing market rates for similar occupations and employers and formal education, work experience, knowledge and skill requirements relative to other GCC employees. The salary study will be utilized to determine pay ranges for each bargaining unit position.

3. New hires:

Within a reasonable time prior to making an offer to any candidate for a bargaining unit position, the Employer will notify the Union of the proposed starting salary and will provide the Union with the candidate's relevant education, experience and other qualifications and shall provide the Union with other relevant documentation upon request. Any failure to agree to the salary for a new position, or the salary placement for a hire, promotion or transfer shall, at the request of the Union, be submitted to arbitration. The Employer may proceed with the hire, transfer or promotion at its proposed salary, subject to arbitration; however, the arbitrator shall have the authority to order any appropriate relief necessary to remedy a violation of this Article.

4. New positions:

At least thirty (30) days prior to the posting of any new position, the Employer shall provide the Union with a proposed job description and pay range, shall specify the factors resulting in the proposed pay range, shall timely provide the Union with requested supporting documentation, and shall bargain with the Union over pay range.

**ARTICLE 23:  
RETIREMENT MATCH**

GCC shall continue to provide the Retirement Plans as specified in the Goddard College Handbook (November, 2014 edition)

The foregoing notwithstanding, the parties agree that the employer may suspend the 5% retirement match for up to eighteen (18) months beginning after the execution of this Agreement, provided that at the end of such period the employer retirement match shall automatically be reinstated, and further provided that the suspension applies equally to all eligible plan participants.

**ARTICLE 24:  
MEAL DISCOUNT**

Kitchen employees will continue to receive free meals from the Goddard College cafeteria during work. Other bargaining unit members shall be

entitled to a discounted meal rate set by GCC, but shall not be charged more than thirty percent (30%) of the student rate for meals.

**ARTICLE 25:  
GRANT-FUNDED EMPLOYEES**

GCC will make its best efforts when applying for grant funds to ensure that there is sufficient funding to provide for health, dental and retirement benefits for positions with an expected duration of six (6) months or more and with regular scheduled work hours of twenty (20) hours or more.

**ARTICLE 26:  
INCLEMENT WEATHER**

In the case of inclement weather, individual employees will be asked to use their judgment about their ability to come to work. If an employee chooses to not come to work, and has notified his/her supervisor, the employee can use vacation or personal time, if available, to compensate for lost time.

In extreme circumstances, GCC may, at its discretion decide to delay opening or to close. In such an event, all employees will be paid for the time they were unable to work.

Employees who have been determined to be essential personnel must come to work during times when late opening or closure announcements have been made and will be entitled to time and a half for hourly employees and comp time for salaried employees for hours worked.

**ARTICLE 27:  
PAID TIME OFF**

All full-time employees and part-time employees who are scheduled to work at least twenty (20) hours per week are entitled to paid sick, vacation, personal, and professional development leave and holidays in accordance with the provisions of this Article.

Part-time employees who regularly work at least ten (10) hours but less than twenty (20) hours per week shall accrue paid sick leave on a pro-rata

basis in accordance with Section A, below, but shall not earn vacation or personal leave.

Residency employees shall be entitled to twenty-four (24) hours of paid sick leave time off per residency cycle, which may be carried over for one (1) additional residency cycle and thereafter will be forfeited if unused. Such leave shall not be paid out to residency employees at separation from employment with Goddard College. Residency employees shall not earn vacation or personal leave.

Pro-rated benefit calculations shall be done in accordance with existing practice.

A. Sick Leave

1. Sick leave may be used for absences from work due to illness, injury or preventative care for the employee or a member of his/her immediate family. For purposes of this Article, “immediate family member” means a spouse (including civil union and domestic partner), child or spouse’s child, parent, or spouse’s parent or any member of the employee’s household who is dependent on the employee for care.
2. Sick leave is earned and available as of July 1 of each year or the first pay-period following initial employment, if later. Full-time employees are entitled to twelve (12) sick days per year. Employees hired after the beginning of the fiscal year are entitled to a prorated amount of sick time based on a rate of .4615 days per remaining pay periods in the fiscal year. Part-time employees who regularly work at least ten (10) hours per week or more earn sick leave on a pro-rata basis.
3. An employee must notify his/her immediate supervisor or Department Head that he is taking sick leave at the first reasonable opportunity, but not later than one hour prior to the beginning of his/her work day.
4. At the supervisor’s discretion, a non-exempt (hourly) employee may work up to two (2) hours to make up for time taken for medical appointments (including travel time). Exempt (salaried) employees may use up to two (2) hours for medical appointments



or care (including travel time) without charging their sick time, provided that they make up the time involved.

5. Non-exempt employees who have exhausted their available sick time will be granted unpaid leave in accordance with the GCC Short-Term Family Leave policy in effect as of November, 2014.
6. Employees may accrue up to one hundred and thirty (130) workdays of sick leave. Employees separating from employment at Goddard are not compensated for unused sick time.
7. If an employee exhausts all of his/her accrued sick time and is still unable to return to work due to non-work related catastrophic illness or injury, the employee may request sick time from the “sick bank” (See Article 28, “Leaves” for the “Medical Leave Assistance Program.”)
8. If an employee has been absent from work for more than five (5) consecutive work days due to the employee’s own or a family member’s illness or injury, GCC may require the employee to submit a written certification of the need for the absence from a doctor or health practitioner.
9. If there is cause to believe an employee is using sick leave for other than its intended purposes, GCC may require a note from a doctor or health practitioner certifying the need for the sick leave. In appropriate circumstances, GCC may also require a note from a doctor or health practitioner certifying an employee’s fitness to return from a sick leave.

## B. Vacation

1. Vacation is for relaxation, and to get away from the daily routine. For this reason, eligible employees are encouraged to take their accumulated vacation.
2. Full-time employees are eligible to accrue paid vacation days as follows:
  - New employees will accrue vacation fifteen vacation days per year in their first full year of employment.

- Beginning on the first anniversary of their hire date, employees will begin accruing vacation days at the rate of twenty (20) vacation days per year.
- Beginning July 1 after their tenth anniversary of continuous employment, employees will accrue twenty-five (25) vacation days per year.
- Beginning July 1 after their sixteenth anniversary of continuous employment, will accrue thirty (30) vacation days per year.

The following table summarizes the amount of vacation entitlement based on years of Goddard College employment:

<b>Years of Employment</b>	<b>Annual Vacation</b>
0-1 year	3 weeks
1-9	4 weeks
10-15	5 weeks
16+	6 weeks

Eligible part-time employees shall accrue vacation in accordance with the above, on a pro-rata basis.

3. The rate of pay for vacation time shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is taken.
4. Vacation time must be used in the fiscal year in which it was accrued or it will be forfeited. The foregoing notwithstanding, up to five (5 ) days of accrued, unused vacation time will be carried over from the current fiscal year to the next fiscal year. Carried over vacation time must be used prior to December 31<sup>st</sup> of the next fiscal year or will be forfeited.
5. Use of vacation time must be approved in advance by the employee's supervisor. Such approval will not be unreasonably withheld. Employees should request vacation leave reasonably in advance, but not less than one week before the beginning of the requested vacation period. Vacation requests shall be responded to within five (5) business of the request.
6. Employees who resign, retire, are laid off, or are discharged will be paid for all current fiscal year accrued, but unused, vacation time.

Vacation carried over (as described above) and not used will be forfeited. If, however, an employee has used more vacation than has been accrued at the date of termination, the value of the vacation taken but not accrued will be deducted from the employee's last paycheck.

### C. Personal Days

1. Full-time employees are entitled to four (4) personal days per fiscal year. Eligible part-time employees shall earn personal days on a pro-rata basis.
2. Eligible employees who start after July 1st receive a prorated percentage of personal days.
3. Personal days off should be arranged in advance with the supervisor and cannot be carried forward to the following year. Personal days may be used before they are accrued. If, however, an employee has used more personal time than has been accrued at the date of termination, the value of the personal time taken, but not accrued, will be deducted from the employee's last paycheck (for non-exempt employees to a limit of the minimum wage), and the employee will owe the College for any additional unreimbursed amounts.
4. Employees shall be compensated for accrued, unused personal leave at the time of separation from employment at Goddard.

### D. Holidays

1. Employees who regularly work twenty hours or more per week are entitled to holiday pay for each holiday recognized by Goddard College, calculated on a prorated basis.
2. The GCC policies in the Employee Handbook (revised November, 2014) concerning Holidays and Holiday pay shall apply except where inconsistent with this Agreement.

### 3. Holidays

New Year's Day	Veteran's Day
Martin Luther King Day	½ day before Thanksgiving
Presidents' Day	Thanksgiving Day
Town Meeting Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

At the request of an employee and with the approval of his/her supervisor, an employee can substitute Election Day for Veteran's Day off.

If a holiday falls on a Saturday, then Friday will be observed as the holiday. If a holiday falls on Sunday, then Monday will be observed as the holiday.

4. On designated holidays, employees will be excused from all work (except as scheduled or called in by a Department Head to maintain essential college services), and shall receive regular compensation for that day.
5. Holidays that fall during the employee's scheduled vacation or paid leave will still count as a holiday and not as a day of vacation or leave. If a holiday falls during a scheduled day off, the employee may take an additional day's pay or a day off with pay at some later time within the fiscal year.
6. A salaried employee who must work on a holiday will receive compensatory time off, on a prorated basis. An employee may accumulate compensatory time equal to half of the normal workweek. Such compensatory time must be taken during the fiscal year in which it is earned and at a mutually agreeable time for the employee and the supervisor.
7. An hourly employee who must work on a holiday will be paid one and one half times his/her regular hourly rate of pay for the hours worked on the holiday. The employee will also be given another day off at a time that is approved by his/her supervisor.

8. An employee must obtain approval from his/her supervisor in advance of taking a paid holiday on a day other than the regularly scheduled holiday. It is the joint responsibility of the employee and his/her supervisor to ensure that an employee does not exceed his/her prorated holiday entitlement for the calendar year. The supervisor has the option of requiring an employee to schedule, in advance, any holidays that will be taken on a day other than the regularly scheduled holiday.
9. An employee on an unpaid absence or whose employment at GCC is ending must work on his/her last scheduled workday immediately preceding the holiday to receive a paid holiday (*work* includes paid absences).

E. Professional Development Leave

Employees are eligible for up to 10 days per year of paid leave for professional development activities. Professional development activities and schedules are subject to approval by the employee's direct supervisor. Bargaining unit members who are full-time students attending Goddard College residencies may use Professional Development Leave for attendance at residencies.

**ARTICLE 28:  
LEAVES**

1. The GCC policies in the Employee Handbook (revised November, 2014) concerning the following leaves shall continue in effect, except where inconsistent with this Agreement.
  - Uniformed Services
  - Jury and Witness Duty
  - Family and Medical Leave
  - Military Care Giver FMLA Leave
  - Medical Leave Assistance Program

2. Bereavement Leave:

Employees shall be entitled to bereavement leave of five (5) workdays immediately following the death of an immediate family

member without loss of pay. Immediate family shall include a spouse (including civil union and domestic partner), child or spouse's child, parent or spouse's parent, and sibling or spouse's sibling.

3. Elected Office Leave: GCC shall comply with applicable federal and state laws with respect to elective office leave.

## **ARTICLE 29: FRINGE BENEFITS**

The following benefits shall be provided to full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week, including employees funded solely with grant funds, where grant funds are available as provided by Article 24, "Grant-Funded Employees". Residency employees are not eligible for the fringe benefits listed herein.

### A. Health, Vision and Dental Insurance

Bargaining unit members and their dependents shall be entitled to coverage under the group plan(s) in effect on January, 2014, at the contribution rates then in effect and in accordance with eligibility rules then in effect. No increase in out-of-pocket costs to employees and no reduction in benefits or services shall be made during the life of this Agreement, except by mutual agreement of the parties.

### B. Life Insurance

GCC shall continue to provide group life insurance coverage for eligible employees with the employee contribution and in accordance with all other the terms of the Plan in effect on January 1, 2014.

### C. Long Term Disability Insurance

GCC shall continue to provide long term disability insurance coverage to all full-time employees who have completed at least one year of employment by the College, with the employee contribution and in accordance with all other terms of the plan in effect on January 1, 2014.

#### D. Tuition Benefits

All tuition benefits described in the GCC Employee Handbook (revised November, 2014) incorporated by reference into this agreement.

### **ARTICLE 30: PERSONNEL FILES**

The GCC shall maintain personnel files for each staff member. These files shall be kept under conditions that insure their integrity and safekeeping and shall contain, but not be limited to, copies of personnel transactions, official correspondence with the staff member, evaluations, and other appropriate materials relating to the staff member's employment.

When the GCC adds material to a staff member's personnel file pertaining to the employee's job performance or conduct, a copy of the material added shall be forwarded to the staff member if such staff member has not previously received a copy. Anonymous or unattributed material shall not be placed in the files. A staff member shall have the right to submit to the file custodian a timely written response to any material placed in his/her personnel file. This timely written response shall then be filed and attached to the appropriate file.

A staff member's personnel files shall be available for examination by the staff member at reasonable hours upon request to the designated GCC representative. The staff member may, at the normal charge for copies, obtain copies of the material in her/his personnel file upon request. The personnel files are and shall remain the property of the GCC; however, the GCC shall limit access to the personnel files to those with an official institutional interest in the files.

The Union or a duly designated representative shall have access to a staff member's personnel file, provided written authorization has been granted by the staff member to the custodian of files. The Union or the duly designated representative shall be subject to the same rules on access and copying that are applicable to the staff member.

The GCC shall not release any personnel records or information to a third party except with the staff member's written authorization or as may be required by law.

**ARTICLE 31:  
NOTICES**

Unless otherwise specified in this Agreement, all notices which the Union is required to deliver to the Employer, shall be delivered by email, fax or first-class mail to:

Director, Human Resources  
Goddard College  
123 Pitkin Road  
Plainfield, VT 05667

Unless otherwise specified in this Agreement, notices which the Employer is required to deliver to an employee by this Agreement shall be given to the employee at work, except that, if the employee is absent from work, the Employer may serve the notice by mail sent with U.S.P.S. Delivery Confirmation, at the employee's last known address as it appears in the payroll records of the Employer.

Unless otherwise specified in this Agreement, all notices which the Employer is required to deliver to the Union shall be delivered in person, or by email, fax or first-class mail to the Unit Chairperson(s), and to the Local, by email, fax or first-class mail to:

Ryan Quinn  
UAW Local 2322  
4 Open Square Way, #406  
Holyoke, MA 01040

Either the Union or the Employer may change its designated recipient of notices or the address at which it wishes to receive notices as provided by providing written notice to the other party in the manner set forth above.

**ARTICLE 32:  
SEVERABILITY**

In the event any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and subject matter to be in conflict with a state or federal statute, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request of either party, the parties agree to negotiate



concerning a substitute for the particular provision or portion thereof which is held unlawful or unenforceable.

**ARTICLE 33:  
SUCCESSORSHIP**

The GCC shall provide the Union with notice as soon as practicable in the event it has decided to sell, transfer or merge the GCC, or make other change in the legal status or identity of the GCC. In no event shall the GCC give the Union less than ninety (90) days' notice prior to any such transaction. On request, the GCC will meet and confer with the Union regarding any plans or negotiations for any such transaction and shall bargain with the Union regarding the effects of any such transaction.

**ARTICLE 34:  
NO STRIKE/NO LOCKOUT**

The Employer and the Union acknowledge that this Agreement provides, through the Grievance and Arbitration Procedures, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all College services and to this end pledge to prevent or eliminate any conduct contrary to the objective. Therefore, during the life of this Agreement, covered employees will not engage in any form of primary or secondary strike, work slowdown or boycott. The Employer will not cause a lockout of any of the employees as a result of a labor dispute, and the Union will not condone or authorize any form of strike, work stoppage or slowdown any other curtailment of work in the bargaining unit.

**ARTICLE 35:  
DURATION OF AGREEMENT/RE-OPENER**

The contract will be effective upon ratification by the Union and GCC and will expire June 30, 2018. Upon the written request of either party, submitted on or after January 1, 2018, the parties agree to begin meeting promptly, to negotiate a successor agreement.

However, the contract may be re-opened, solely for the purpose of negotiating increases in compensation and/or benefits on or after November 1, 2016. The parties will begin meeting to negotiate by no later than ten days from the Union's written request to re-open.

Signed this 8th day of September, 2015,

**For the GCC:**

Robert Kenny

**For the Union:**

Karen Rosenberg

Monica Nelson

Ryan Quinn

Manuel O'Neill

Lise Couture

David Palmer