



UVM Staff United Constitution and Bylaws

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MISSION STATEMENT

We, the clerical, technical, specialized and professional staff of the University of Vermont (UVM) formed a union to ensure that we are valued and treated as equals in decisions made about our work.

We seek transparency and equity in policies, protocols, salaries, and mechanisms to fairly address problems when they occur.

We believe in building an organization of staff who support one another as individuals and colleagues in the pursuit of social and economic justice for all. We affirm that Black lives matter; that Black, Brown, Indigenous, Asian and Pacific Islander lives and contributions are valuable; and that eliminating foundational and systemic racism at UVM is critical to our success. We hold ourselves accountable for recognizing the harm done to these



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communities by UVM and for striving to eliminate future harm being done to these communities.

Through engaging in collective activity and building a democratic organization, we will have a strong voice. With that power, we strive to achieve working and living conditions that are equitable and just for all staff.

ARTICLE I: Name

This organization shall be known as UVM Staff United, Local #5754, AFT Vermont, AFT, AFL-CIO, hereinafter referred to as the Union.

ARTICLE II: Objectives

The purpose of this Union shall be:

Section 1. To secure full trade union rights, including the rights to exclusive recognition and collective bargaining, for all employees who are eligible for membership.

Section 2. To advance the economic and social well-being of the membership.

Section 3. To promote the improvement of standards in employment of the membership.

Section 4. To encourage mutual understanding and cooperation among the membership.

Section 5. To promote the interests of those who are served by the membership.

Section 6. To promote the effectiveness and quality of the institution, the University of Vermont, in which our members work.

Section 7. To promote democracy, equity, and trade unionism in the society at large

ARTICLE III: Membership

Section 1. Eligibility: All full-time and regular part-time employees of the University of Vermont, who are not supervisors or managers, who fall into the Professional, Administrative Support or Clerical, Technical, and Specialized Job Families in the University of Vermont classification system, are eligible for membership in this organization, per the Recognition article in the first CBA, ratified May 20, 2022 (see Appendix A).

Section 2. Membership: To be eligible for active membership an individual must be a bargaining unit member in good standing or on an approved leave of absence. Membership in good standing shall constitute all of the following:



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- a. Payments of all dues
- b. A signed membership card
- c. Adherence to this Constitution and Bylaws

Only active members in good standing may vote in bargaining unit business and run for elected office.

Members who are promoted to positions with the rank of supervisor are automatically removed from membership on the effective date of the promotion.

A member who is more than 30 days delinquent in dues payment shall be considered to be a member in bad standing, and shall be promptly notified of such status. A member shall be removed from membership in this organization, with notice, following three months of dues nonpayment, unless a plan to pay back dues is made and approved by both the Executive Committee and the member.

Section 3. Nondiscrimination: No person shall be denied membership, nor shall this organization ever discriminate against individual members or applicants for membership on the basis of race, color, religion or spiritual identity, ancestry, national origin, place of birth, legal sex, sexual or romantic orientation, relationship orientation, gender identity or expression, cultural expression, body shape or size, disability, age, positive HIV-related blood test results, genetic information, marital status, parental status, housing status, immigration status, or status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively "protected veterans"), or any other factor or characteristic. In addition, the Union recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is therefore the policy of the Union that discriminatory harassment and sexual harassment will not be tolerated. The Union also prohibits unlawful harassment on the basis of other characteristics protected by law.

Section 4. Discipline of members:

- a. A member, including officers and board members, may be disciplined by the organization for actions contrary to this Constitution or to the interests of the Union or its membership. Such action may only be initiated by the bringing of written and signed charges to the Board by two or more members of the Union; these charges must include a specific and detailed accounting, including any documentation, of the allegations against the member.
- b. Upon the receipt of such charges, the Board shall cause a preliminary investigation to be conducted in order to determine whether the charges against



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- the member have merit. In addition, at this time, the Board shall give a copy of the charges to the accused member.
- c. Following the preliminary investigation, the Board shall vote on the question of whether a disciplinary hearing should be held. If a majority of the Board votes to hold a hearing, the member shall be given at least ten (10) days written notice of the hearing.
 - d. At a disciplinary hearing, the accused member shall have the right to be represented by a person of his/her/their choice, and shall have the right to question the charges and present evidence and witnesses to support their defense. At the conclusion of the hearing, a two-thirds (2/3) vote of the Board shall be required for discipline. If a member of the Board has brought the charges against the member, that Board member shall recuse him/her/themself from the vote.
 - e. A disciplined member may appeal the decision of the Board to the membership by requesting a vote at the next regular meeting. A simple majority of the members voting shall be sufficient to overrule the decision of the Board to discipline.

ARTICLE IV: Board and Duties

Section 1. Purpose: The Board shall be the governing body of the Union. All Board Members must be members elected or appointed as stated in this Constitution and Bylaws.

Section 2. Composition: The Board shall consist of:

- a. Seven (7) Executive Officers, who comprise the Executive Committee:
 - i. Two Co-Presidents
 - ii. Treasurer
 - iii. Lead Steward
 - iv. Communications Lead
 - v. Membership Lead
 - vi. Social & Educational Lead
- b. Fifteen (15) Area Stewards (see Article VII: Area Stewards, and Appendix B)

Section 3. Duties:

- a. The Board shall meet regularly, no less than ten (10) times per year, but no more than once per month except when the Executive Committee deems it to be necessary.



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- b. A simple majority of the members of the Board shall constitute a quorum.
- c. The Board may fix the compensation to be paid to any member, officer or other person employed by the Union, provided such compensation shall not exceed the top-paid member in the bargaining unit. Such compensation will be included as part of a proposed budget presented to and voted on by the membership.
- d. The Board shall determine the financial arrangements necessary to ensure that the business of the Union functions in an orderly manner.
- e. The Board shall propose a budget to the membership for review and vote by the beginning of the fiscal year. The Board shall be empowered to adjust the budget during the fiscal year as it deems necessary.
- f. The Board shall determine which grievances will be taken to arbitration. Any bargaining unit member may appeal the decision of the Board concerning arbitration by submitting a request in writing at least one (1) week before the arbitration deadline outlined in the Collective Bargaining Agreement (CBA) to the Union Officers.
- g. The Board shall establish such committees as may be needed to promote the interests of the Union - see Article IX: Committees.
- h. The Executive Committee shall act in cases of emergency which may arise between regular meetings of the Board.
- i. The Board may at any time require, from any officer or committee, a full and detailed statement of account of any action or business done in the name of the Union.
- j. The Board will have the power to fill vacancies in its membership until the next general election of Board members, consistent with this Constitution and Bylaws.
- k. The Board shall approve the chairperson and membership of all standing and special committees of the organization, except the Elections Committee (see Article IX Section 2), and receive regular communication from such committees.
- l. The Board shall be responsible for adherence to and enforcement of this Constitution and Bylaws of the Union.
- m. The Board shall issue regular communications and presentations of their activities to the membership, with a minimum of one (1) email per month and member meetings at least every six (6) months per Article X: Membership Meetings.



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ARTICLE V: Nominations and Elections

Section 1.

- a. Elections shall be conducted in accordance with the AFT Constitution and the standards set out by the Labor-Management Reporting and Disclosure Act (LMRDA).
- b. The Union shall have an Election Committee (see Article IX Section 2).

Section 2. Officers shall be elected in the Fall for staggered, two-year terms.

- a. The following officers shall be elected in even years, unless a vacancy prompts an off-cycle election:
 - i. Co-president A
 - ii. Treasurer
 - iii. Lead`Steward
 - iv. Social & Educational Lead
- b. The following officers shall be elected in odd years, unless a vacancy prompts an off-cycle election:
 - i. Co-president B
 - ii. Communications Lead
 - iii. Membership Lead

Section 3. Eligibility for Office: To be eligible for office, a person must be a member in good standing, as defined in Article III Section 2, of the Union. Executive officers shall be nominated and elected by the general membership of the Union in accordance with this Constitution and Bylaws.

Section 4. Vacancies: The Board shall have the power to fill officer vacancies by appointment until the next general election.

Section 5. Delays: The Board, in consultation with the Election Committee (see Article IX Section 2), may propose to delay an election in the case that holding it would be a disruption to other Union business, such as contract negotiations. Such a proposal must be approved by a simple majority of members who vote.

Section 6. Nominations:

- a. The Election Committee shall notify all members of the opening of nominations for Board positions to be filled, the necessary qualifications for nomination and election to such offices, and the date of the election.



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- b. A member may self-nominate or be nominated by another member. Members nominated to run for office must affirmatively accept their nomination in writing to the Election Committee no later than five (5) days following notice of the close of nominations. Their written acceptance must be accompanied by a petition containing the signatures of twenty-five (25) members who support their nomination. The Election Committee shall be empowered to grant brief and reasonable extensions for signature gathering upon request.
- c. The Election Committee shall determine whether the nominations were timely and if each nominee is eligible to run for office.

Section 7. Elections:

- a. The Elections Committee shall prepare the ballots and determine the method of voting consistent with the DOL guidelines.
- b. At least fifteen (15) days prior to the election, the Election Committee shall notify all members of the election date and the candidates.
- c. The ballots shall be tabulated by the Elections Committee, and the election results will be published and distributed to the membership within thirty (30) days of the count. All election materials, including the ballots, will be kept in a secure location for one (1) year.
- d. Challenges and objections to the election must be submitted in writing, with a statement of supporting reasons that includes specific facts as well as any documentation, to the Elections Committee within five (5) days of the count. The Elections Committee shall issue its written opinion regarding the objections no later than ten (10) days after receipt of such objections.
- e. Successful candidates shall assume office within thirty (30) days of the announcement of results to the membership.

Section 8. Recall: A petition signed by forty-five percent (45%) of the membership, and alleging constitutional violations, fiduciary breaches or acts clearly detrimental to the union, shall be sufficient to require the Board to vote on whether to conduct a recall election of the officer identified in the petition. The officer subject to recall and any Board member signing the petition shall not vote on the question of a recall election. If a majority of the Board approves a recall election, the Elections Committee shall supervise a recall election.

ARTICLE VI: Duties of Officers



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Section 1. Co-Presidents: Duties of the Co-Presidents shall be to:

- a. Preside over all regular and special meetings of the Union.
- b. Serve as spokespersons for the Union.
- c. Serve on the Labor Management Committee.
- d. Serve as ex-officio members of all committees, except Election Committee if they are running in that election.
- e. Appoint new committees that are deemed necessary.
- f. Retain counsel, accountants and any other employees as deemed necessary.
- g. Attend negotiations and act as Negotiating Committee chairpersons.
- h. Convene Negotiating Committee members at least six months prior to the expiration of the contract.
- i. Report results of negotiating activity to the Union.
- j. Act as liaison officers between the administration and the Union.
- k. Serve as co-signers for financial instruments with the Treasurer.
- l. Serve as delegates to State and National Conventions of our affiliates, including American Federation of Teachers and AFL-CIO; or, appoint designees to serve as delegates in their stead.
- m. Delegate responsibilities of the office except as limited by this Constitution.

Section 2. Treasurer: Duties of the Treasurer shall be to:

- a. Receive, record, and deposit all dues monies and other income on behalf of the Union.
- b. Be one of the responsible financial officers of the organization and be authorized to co-sign financial instruments and make regular and usual disbursements of funds.
- c. Maintain all financial records of the organization.
- d. Prepare an annual budget for presentation to the Board and the membership.



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- e. Prepare and present other financial reports as necessary to the Executive Committee, Board, membership, and AFT-Vermont.

Section 3. Lead Steward: Duties of the Lead Steward shall be to:

- a. Oversee the processing of Step III grievances and serve as a resource to the Area Stewards for Step II and Step III grievances (See Appendix C for Contract Article on Grievance Procedure).
- b. Ensure all group grievances are coordinated.
- c. Serve on the Labor Management Committee.
- d. Recommend to the Board the grievances that should be considered for arbitration, with the final decision made by a majority vote of the Board.
- e. Ensure proper training and mentorship for Area Stewards and Stewards.
- f. Present reports to the Board and to the membership as necessary.
- g. Chair meetings of the Area Stewards and Stewards.

Section 4. Communications Lead: Duties of the Communications Lead shall be to:

- a. In consultation with other Officers, write and distribute an agenda for all regular and special Board and membership meetings.
- b. Record minutes of all regular and special Board and membership meetings.
- c. Be responsible for the preparation of and oversee the distribution of all member communications.
- d. Be responsible for the maintenance of the Union website and social media.
- e. Notify the members of the time and venue of regular and special meetings.
- f. Send to AFT, AFT-Vermont, Vermont State AFL-CIO, the names of all officers and delegates following their election or appointment.
- g. Coordinate as necessary rapid response communications (e.g. for contacting media sources and internal communications).

Section 5. Membership Lead: Duties of the Membership Lead shall be to:



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- a. Coordinate New Employee Orientation (NEO), with fellow NEO leaders drawn from the Board and membership.
- b. Maintain accurate membership records and ensure the membership list is reconciled with the records of the employer.
- c. Oversee a program of outreach to non-members.
- d. Develop programs and activities that increase the number of eligible persons joining and participating in the organization.
- e. Assist with new organizing in coordination with the Board, Stewards, and AFT-Vermont.
- f. Work with Social/Educational Lead to engage new members and connect them with active Union colleagues.

Section 6. Social & Educational Lead: Duties of the Social & Educational Lead shall be to:

- a. Foster community among the membership.
- b. Oversee union activities related to engaging the membership and the broader community.
- c. Identify opportunities for organizational and educational development of the membership, and develop or locate the resources needed to meet those needs.
- d. Coordinate the education of members on issues of importance to the organization.
- e. Provide educational/social opportunities that deepen members' knowledge of labor theory and history.
- f. Conduct educational and social activities that promote the social well-being of the membership, are attractive to potential members and promote community among organized labor and in the society at large.

ARTICLE VII: Area Stewards

Section 1. Composition: Fifteen (15) Area Stewards shall be elected by the membership to serve on the Board; to represent the members from their areas as outlined in Appendix B; and to oversee Stewards in their area.



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Section 2. Election:

- a. Area Stewards shall be elected with the Officers as outlined in Article V of this Constitution and Bylaws.
- b. Area Stewards may be nominated by any member, including members not in their area.
- c. Their petition signatures (see Article V, Section 6) must come from members in their area.
- d. In the case of a contested election, Area Stewards will be elected by a majority of members in their area who vote.
- e. Area Stewards shall be elected in the fall for staggered, two year terms. A schedule of elections is outlined in Appendix B.

Section 2. Duties of the Area Stewards: The Area Stewards shall:

- a. Serve on the Board.
- b. Identify and recruit potential stewards in their area
- c. Endeavor to maintain an appropriate number and departmental distribution of Stewards in their Area. Some recommendations are made in Appendix B.
- d. Maintain regular contact with stewards within their area.
- e. Aid the Lead Steward in ensuring proper training and mentorship for Stewards.
- f. Facilitate the interpretation and enforcement of the contract which shall include, as necessary, the filing of grievances.
- g. Report to the Lead Steward.
- h. Work with the Membership Lead to maintain the membership list (updated membership and contact information) of their area.

ARTICLE VIII: Stewards

Section 1. Composition:

- a. There shall be no limit to the number of Stewards.



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- b. The role of Steward is not an elected position. Stewards may volunteer, be nominated, or otherwise be recruited by a Board member or member. A member nominated to be a Steward may accept or decline the nomination.

Section 2. Duties of Stewards: Duties of the Stewards shall be to:

- a. Attend Steward trainings and meetings.
- b. Assist the Area Stewards with grievance processing and contract enforcement, submitting all grievances processed in their area to the Area Steward for review and submission.
- c. Attend Weingarten and grievance meetings between bargaining unit employees and supervisors when requested by a bargaining unit employee in order to represent the bargaining unit employee.

ARTICLE IX: Committees

Section 1. Composition: The Board may establish purpose-built committees and determine their size, make-up, and whether they shall be standing committees or established for a limited time based on their purpose.

- a. The Board may determine the method of selecting committee participants.
- b. Participants in committees shall be members in good standing (see Article III, Section 2).
- c. As the Board deems appropriate, committee participants may be drawn from the general membership and need not have a position as an officer, Area Steward, or Steward.
- d. With the exception of the Election Committee, whenever possible at least one committee member, likely the committee chair, shall be a board member to ensure good communication between the committee and the leadership.

Section 2. Election Committee:

- a. There shall be an Election Committee to oversee elections, consisting of up to 5 members in good standing (see Article III, Section 2).
- b. No member of the Committee shall seek office in an election they will be overseeing.



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- c. The Board shall appoint a current Board member who is not seeking re-election or a previous Board member to act as a resource for the Election Committee for guidance and support.
- d. The Election Committee shall conduct all general and special elections of the organization in accordance with this Constitution and Bylaws.
- e. After the Election Committee has reported the outcome of the election, the Election Committee may be discharged of their duties until the next election.

Section 3. Labor-Management Committee:

- a. Per the first CBA ratified May 20, 2022, the University and the Union shall meet once every four months to discuss matters of concern. See Appendix D.
- b. Participation shall be limited to no more than four individuals for each side. The Union's Staff Representative may be one of the four Union representatives. Per this Constitution, the two Co-Presidents and the Lead Steward are the de facto Union representatives to this committee but there is nothing to preclude another Officer or Board Member attending as a designee for someone who cannot attend.
- c. These meetings shall be paid time for union participants. Nothing shall preclude the parties from mutually agreeing to additional meetings when necessary.
- d. Such meetings shall be for the purpose of discussing problems that may arise under the implementation of the CBA, rules, regulations and policies of the University, and other matters of interest. The agenda shall be agreed to by the parties at least one week in advance of the meetings.
- e. Advancing the aims of Diversity, Equity, and Inclusion shall be a key topic of the Labor-Management Committee, particularly as regards anti-discrimination, recruitment, and retention.

Section 4. Bargaining Committee:

- a. The Board shall establish a Bargaining Committee for the purpose of negotiating contracts.
- b. The Co-Presidents shall act as Bargaining Committee Co-Lead Negotiators.
- c. The Board shall determine the make-up of the Bargaining Committee, taking into consideration well-distributed representation from across the areas of campus.



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Section 5. Sick Bank Committee:

- a. Per the first CBA ratified May 20, 2022, the Board will establish a Sick Leave Bank Committee composed of up to five bargaining unit members to administer the Sick Leave Bank. See Appendix E.
- b. The Committee will:
 - i. Establish a regular meeting schedule.
 - ii. Create forms and a process for bargaining unit members to apply for donated time.
 - iii. Accept and review applications for use of donated time.
 - iv. Establish fair and objective criteria for distributing donated time to applicants.
 - v. Review applications for donated time in a timely fashion, with clear timelines for decisions to be communicated to applicants in advance, and inform applicants in writing of the status of their applications.
 - vi. Promptly inform the University of time to be distributed to bargaining unit members based on review outcomes.
- c. Committee members may meet during work time for up to four hours per month to administer the Sick Leave Bank.
- d. The Union will provide a list of Sick Leave Bank Committee members to the University, and will update the University with any changes.
- e. To enable the use of donated time, the Union must notify the University of employees who received donated time.
- f. The Union will provide a semi-annual accounting of the Sick Leave Bank to the University per the Sick Leave Bank Contract Article (Appendix E).

Section 6. Professional Development Committee: Per the first CBA ratified May 20, 2022, "The University and the Union shall establish a joint Professional Development Fund Committee (PDFC) to oversee distribution of the funds. The PDFC shall consist of three representatives from the University and three representatives from the Union. The PDFC shall establish a process to request professional development funds, and the criteria used to approve or deny requests." See Appendix F.



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Section 7. The Board may deem it necessary or helpful to convene other committees such as, but not limited to:

- a. Grievance committee
- b. Finance committee
- c. Organizing/membership committee
- d. Action committee
- e. Communications committee
- f. Social committee
- g. Education committee

ARTICLE X: Membership Meetings

Section 1. Regular Meetings:

- a. Regular membership meetings will be held at least every 6 months.
- b. Board members will be expected to attend unless the Co-Presidents have been notified in advance.
- c. All union members will be invited to attend.

Section 2. Notification: Notification of time and venue will be published in advance.

Section 3. Meeting Agendas: The meeting agenda may include, but not be limited to, the following:

- a. Reports and updates to the membership of the progress or actions of the Board and committees.
- b. An open forum to allow the general membership to express concerns or comments.

ARTICLE XI: Fiscal Year

The fiscal year of this organization shall begin July 1st and end June 30th.

ARTICLE XII: Availability of the Constitution

The Constitution and Bylaws shall be made available to the membership on the Union's website.



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ARTICLE XIII: Amendment to the Constitution

- a. The Constitution and Bylaws may be amended by the Board, or a committee formed for that purpose.
- b. The Board shall ensure that all members have an opportunity to review and vote on proposed amendments to the Constitution and Bylaws

ARTICLE XIV: Affiliations

This organization will maintain affiliation with the following organizations:

- a. the American Federation of Teachers (AFT);
- b. the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO);
- c. AFT-Vermont.

This Constitution and Bylaws shall be consistent with the Constitution of the AFT.

ARTICLE XV: Delegates to State and National Conventions

The membership may send delegates, drawn from the Board or membership, to attend State and National Conventions in accordance with the Landrum Griffin Act and in accordance with the procedures in the AFT Constitution.

ARTICLE XVI: Separability

If any provision of this Constitution and Bylaws is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Constitution and Bylaws.

APPENDIX A OF UVMSU CONSTITUTION AND BYLAWS:

ARTICLE 1 RECOGNITION AND APPENDIX A - JOB CLASSIFICATIONS OF CBA

ARTICLE 1 RECOGNITION

The Board of Trustees of the University of Vermont recognizes UVM Staff United, AFT Vermont, AFT, AFUCIO as the exclusive bargaining representative for all full-time and regular part-time employees (9, 10, 11 or 12 month employees) in the P Family (Professional) C Family (Administrative Support or Clerical), T Family (Technical) and Sp Family (Specialized) in the University of Vermont classification system for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. Excluded from the bargaining unit are all supervisors, managers and confidential employees, temporary employees, and work-study employees. The classifications included in the bargaining unit at the time of ratification of this agreement are those classifications listed in Appendix A.

APPENDIX A - JOB CLASSIFICATIONS

Clerical, Technical and Specialized Classification:

Business Support Assistant (2061, 2063), Business Support Generalist (2071, 2072), Library Support Assistant (2081), Library Support Generalist (2091), Library Support Senior (2101), Office/Program Outreach Support (2111), Office/Program Support Assistant (2021, 2022), Office/Program Support Generalist (2031, 2032, 2033), Services Support Material Specialist, (2121, 2122, 2123), Technical Support Generalist (2151), Technical Support Specialist (2171, 2172), Scientific Equipment Technician (non-exempt)(4141), Scientific Electronics Technician (non-exempt) (4131), Biomedical Equipment Technician (non-exempt) (4091), Biomedical Equipment Technician Senior (non-exempt) (4101), Equipment Technician (non-exempt) (4111), Media Technician (non-exempt) (4161), Media Technician Senior (non-exempt) (4271), Research Assistant (4181), Research Project Assistant (4191), Laboratory/Research Technician (4201, 4202, 4203), Laboratory/Research Technician Senior (4211), Equipment Technician Senior (exempt) (4121), Media Broadcast Technician (exempt) (4151), Asset Specialist (non-exempt) (4011, 4012), Business/Accounting Specialist (non-exempt) (4261, 4262), Clinic Assistant (non-exempt) (4311), Communications Specialist {non-exempt) (4341), Data Specialist (non-exempt) (4321), Information Technology Assistant/Programmer (non-exempt) (4031), Medical Laboratory Specialist (non-exempt) (4291), Medical Technologist (non-exempt) (4051), Outreach Specialist (non-exempt) (4351), Process Coordinator (non-exempt) (4071, 4073), Program Specialist (non-exempt) (4081, 4082), Student Services Specialist (non-exempt) (4251), Interpreter/Translator Specialist (non-exempt) (4043), Nursing Specialist-(exempt) (4061)

Professional Classification:

Administrative Coordinator (3091, 3092), Facility Coordinator (3311), Professional Senior Executive Assistant (3561), Safety Coordinator (3601), Technical Safety Officer (3591), Administrative Analyst/Planner (3051, 3052), Administrative Analyst/Planner Senior (3061), Administrative Facilities Professional (3101, 3102), Administrative Facilities Professional Senior (3111, 3112), Administrative Professional (3031, 3032), Administrative Professional Senior (3041, 3042), Communications Professional (3071, 3072), Communications Professional Senior (3081), Constituent Relations Professional (3131), Health Care Professional (3191), Clinical Engineer (3551), Health Care Doctor (3161), Health Care Nurse (3171), Nursing Specialist (exempt) (4061), Health Care Provider (3581), Health Care Counselor (3201), Health Care Counselor Senior (3211), Health Care Professional (3191), Health Care

APPENDIX A OF UVMSU CONSTITUTION AND BYLAWS:
ARTICLE 1 RECOGNITION AND APPENDIX A - JOB CLASSIFICATIONS OF CBA

Professional Senior (3531), Information Technology Specialist (3501), Information Technology Professional (3251), Information Technology Professional Senior (3261), Outreach Coordinator (3521), Outreach Professional (3331), Outreach Professional Senior (3341), Career Development Counselor (3631), Library Professional (3431), Residence Director (3641), Academic Services Professional (3351), Academic Services Professional Senior (3361), Enrollment Management Professional (3401), Enrollment Management Professional Senior (3411), Student Life Professional (3441), Student Life Professional Senior (3451), Student Services Professional (3471), Student Services Professional Senior (3481), Administrative Professional (3032), Researcher Analyst (3301, 3302), Research Engineer (3281), Research Specialist (3291)

APPENDIX B: Area Steward and Steward Representation

Distribution of Area Stewards

Area Stewards shall represent bargaining unit staff at a representative ratio of approximately one (1) Area Steward to one hundred (100) staff members, while keeping departments together by area, and aiming to group like departments with like departments by area.

Group of Departments/Colleges	Approx. # of members in unit as of 6/8/22	# of Area Stewards based on approximate 1:100 ratio
Athletics/PACE/CALS	180	2
College of Arts & Sciences	79	1
CESS/CEMS/CNHS	105	1
Division of Student Affairs	159	2
Rubenstein, Gund, Grossman, Honors College, Graduate College, Student Financial Services	83	1
Larner College of Medicine	382	4
ETS, EPScORIT/Computing and Libraries	93	1
Departments Not listed ("Other Admin")	175	2
Instrumentation and Technical Services, and Physical Plant / Facilities	75	1
	TOTAL AREA STEWARDS	15

Schedule of Area Steward Elections

Area Stewards shall be elected in the Fall for staggered, two-year terms.

- a. The following Area Stewards shall be elected in even years, unless a vacancy prompts an off-cycle election:
 - i. Athletics/PACE/CALS A

APPENDIX B: Area Steward and Steward Representation

- ii. CAS
 - iii. DOSA A
 - iv. LCOM A
 - v. LCOM B
 - vi. Rubenstein et al
 - vii. Other admin A
 - viii. ITS/Physical Plant
- b. The following Area Stewards shall be elected in odd years, unless a vacancy prompts an off-cycle election:
- i. Athletics/PACE/CALS B
 - ii. CESS/CEMS/CNHS
 - iii. DOSA B
 - iv. LCOM C
 - v. LCOM D
 - vi. IT/Libraries
 - vii. Other admin B

Distribution of Stewards

There shall be no limit to the number of volunteer Stewards by area. Area Stewards and other Union leadership shall endeavor to ensure a good distribution of Stewards throughout the University by whatever means they see fit. Some options may be to aim for at least one Steward in each department/program/office, or to aim for ten (10) Stewards per area or per one hundred (100) unit staff members.

APPENDIX C OF UVMSU CONSTITUTION AND BYLAWS:

ARTICLE 13 GRIEVANCE PROCEDURE OF CBA

ARTICLE 13 GRIEVANCE PROCEDURE

In accordance with the State Employees Labor Relations Act, a “grievance” shall be defined as an employee’s, a group of employees’ or the Union’s expressed dissatisfaction with aspects of employment or working conditions under this collective bargaining agreement or the discriminatory application of a rule or regulation which has not been resolved to a satisfactory result through informal discussion with immediate supervisors.

Rights of Representation

An employee shall have the right to have a Union representative present at all stages of the process. However, any employee also shall have the right to present grievances to the University without the intervention of the Union, as long as any adjustment of the grievance is not inconsistent with the terms of the collective bargaining agreement and as long as the Chief Steward has been provided a written summary of any adjustment reached within five days of such adjustment.

Definition of Days

The term “days” when used in this Article shall refer to calendar days, notwithstanding the foregoing, however, if the day upon which an action must be taken in this article falls on a Saturday, Sunday, or University holiday, then the action is required to be taken on the next day following that is not a Saturday, Sunday or University holiday.

Process

The grievance procedure is designed, and it is the intention of the parties, to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest possible level. The parties acknowledge that it is desirable for employees and their immediate supervisor to resolve problems informally, though this is not required.

Formal Procedure: Except as is indicated in section “Skipping Steps” of this article a formal grievance must be filed at Step One within ten (10) days following the time at which the employee and/or the Union could have reasonably been aware of the existence of the situation which is the basis for the grievance. Failure to file within this time period shall preclude subsequent filing of the grievance.

STEP ONE: The grievance will be presented verbally or by e-mail to the employee’s immediate supervisor by the grievant and/or the Union Steward. The supervisor will then arrange for a discussion with the employee and/or the steward to be held within five (5) days after receiving the oral grievance. The supervisor will submit a written or oral answer to the grievant and/or steward within three (3) days after the arranged discussion.

STEP TWO: If the grievance is not resolved at Step One, then within seven (7) days of the receipt of the Step One answer, the grievant and/or the steward will present the grievance in writing at Step Two, which shall be with the Department Manager or designee. At this stage, the grievance shall include, at a minimum, a brief statement of facts, the provision(s) of the Agreement alleged to have been violated or the rules or regulations alleged to have been discriminatorily applied and the adjustment sought. Within

APPENDIX C OF UVMSU CONSTITUTION AND BYLAWS:

ARTICLE 13 GRIEVANCE PROCEDURE OF CBA

five (5) days of receipt of the Step Two grievance, the Manager or designee will hold a meeting with the grievant and their Union representative(s). Appropriate University representatives may also participate in the meeting. If the grievance is not resolved at this meeting, then within seven (7) days of the meeting, the Manager or designee shall forward an answer to the grievance to the grievant, with a copy to the Union Steward(?).

STEP THREE: If the grievance is not resolved at Step Two, then within seven (7) days of receipt of the Step Two answer, the grievant and/or the steward will present the grievance in writing at Step Three which shall be the appropriate divisional Vice President or designee. Within fourteen (14) days of receipt of the Step Three grievance, the Vice President or designee will hold a meeting with the grievant and their Union representative(s). Appropriate University representatives may also participate in the meeting. If the grievance is not resolved at this meeting, then, within fourteen (14) days of the meeting, the Vice President or designee shall forward an answer to the grievance to the grievant with a copy to the Union Steward(?).

STEP FOUR: If the grievance is not resolved at Step Three, then within thirty (30) days of the receipt of the Step Three answer, the grievance may be filed with the Vermont Labor Relations Board. At this stage, the Labor Board will process the matter in accordance with the State Employees Labor Relations Act (SELRA) and its own rules and regulations. Each party shall bear the expense of preparing and presenting its own case. Both sides shall retain whatever rights they may have under law to challenge the decisions of the VLRB. Unless otherwise mutually agreed upon, each arbitration hearing shall deal with not more than one grievance.

Time Limits

Failure of the grievant and/or the Union to comply with the time limitations of this procedure at any of the Steps shall preclude any further processing of the grievance. Failure by the University to answer a grievance within the time limitations set forth shall allow the grievance to be processed automatically to the next step.

All time limits may be extended by mutual agreement.

Skipping Steps

By mutual agreement, grievances may be initiated under Steps Two and Three above. For grievances involving a discharge, the grievance procedure shall commence with Step Three. All disciplinary and discharge grievances must be filed no later than seven (7) days following the date the employee is notified of the disciplinary or discharge decision.

Discrimination

If the grievance involves allegations that the University has discriminated on the basis of an individual's membership in a legally protected category as defined in the University's Equal Employment Opportunity/Affirmative Action Policy, it will be processed in the same manner as any other grievance, except that the grievant shall have the option of forwarding such a grievance to the University's Office of

APPENDIX C OF UVMSU CONSTITUTION AND BYLAWS:

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Affirmative Action (AAEO) after it has been initially filed. In such a case, the processing of the grievance shall be suspended pending completion of an investigation by AAEO of the factual issues surrounding the grievance. The investigation by AAEO will be limited to findings of fact and a determination as to whether University policy has been violated. Absent extenuating circumstances, the AAEO investigation will be completed within sixty (60) days of AAEO's receipt of the grievance. Upon completion of the investigation, AAEO will send a report to the grievant, to the respondent, to the University through its Contract Administrator, and to the Union. Upon receipt of the AAEO report the grievance process shall proceed from the point at which it was suspended or at Step Two, whichever is more advanced. Once the grievance process is reinitiated, both parties retain their rights to present evidence or argument in support of or in opposition to the grievance presented.

Employees alleging discrimination in violation of this Article, as a claim or part of a claim in a grievance, may also pursue recourse through the procedures available through the Vermont Attorney General's Office, the Vermont Human Rights Commission, the Equal Employment Opportunity Commission, and the courts.

APPENDIX D OF UVMSU CONSTITUTION AND BYLAWS:

ARTICLE 49 LABOR MANAGEMENT MEETINGS OF CBA

ARTICLE 49 LABOR MANAGEMENT MEETINGS

The University and the Union shall meet once every four months to discuss matters of concern. Participation shall be limited to no more than four individuals for each side. The Union's Staff Representative may be one of the four Union representatives. These meetings shall be paid time for union participants. Nothing shall preclude the parties from mutually agreeing to additional meetings when necessary. Such meetings shall be for the purpose of discussing problems that may arise under the implementation of this Agreement, rules, regulations and policies of the University, and other matters of interest. The agenda shall be agreed to by the parties at least a week in advance of the meetings.

APPENDIX E OF UVMSU CONSTITUTION AND BYLAWS:

ARTICLE 30 SICK LEAVE BANK OF CBA

ARTICLE 30 SICK LEAVE BANK

Each year during the benefits open enrollment period and during the month of June, bargaining unit employees may donate some of their accumulated PTO and Sick Leave to a Sick Leave Bank. Employees may only donate up to five (5) sick days per calendar year and as many PTO days as desired so long as they have a balance of 20 hours in each bank after donation. Leave may only be donated in full hour increments. The University will send an email notification to all bargaining unit members informing them of this program, and of their ability to donate time. Employees who donate time must complete and submit the University-designated form for that purpose.

During the term of this agreement only, in the event the Sick Bank is depleted and there are staff in need of the benefit, the parties agree to renegotiate the open enrollment period. This provision shall expire on June 30, 2024.

Administration of the Sick Leave Bank

Each year in January and August, the University will notify the Union of the total number of hours donated. The Union will establish a Sick Leave Bank Committee comprised of no more than five bargaining unit members to administer the Sick Leave Bank. The Committee will:

- Establish a regular meeting schedule;
- Create forms and a process for bargaining unit members to apply for donated time;
- Accept and review applications for use of donated time;
- Establish fair and objective criteria to apply in determining how to distribute donated time to applicants;
- Review applications for donated time in a timely fashion, and inform applicants in writing of the status of their applications;
- Promptly inform the University of time to be distributed to bargaining unit members based on their decisions.

Committee members may meet during work time for up to four hours per month to administer the Sick Leave Bank, so long as their participation does not interfere with their University job duties.

The Union will provide a list of Sick Leave Bank Committee members to the University, and will update the University whenever there are changes.

To enable the use of donated time, the Union must notify the University in advance of the names, departments, and employee ID numbers of employees who received donated time. Once the University receives this information, the donated time will be available for use during the next possible pay period.

The Union will provide a semi-annual accounting of the Sick Leave Bank to the University which includes at a minimum the total donated hours distributed to employees, and the names, departments, and employee ID numbers of employees who received donated time.

APPENDIX E OF UVMSU CONSTITUTION AND BYLAWS:

ARTICLE 30 SICK LEAVE BANK OF CBA

The Union will hold the University harmless and indemnify the University for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the University as a result of this Article.

Requesting Time

In order to be eligible for Sick Leave Bank time, bargaining unit employees must meet the following criteria:

- Completed probation in their current position;
- Have a balance of no more than eight hours of sick leave at the time of application for Sick Leave Bank time;
- Have an FMLA qualifying reason for leave, even if the employee is not eligible for FMLA.
Employees may be required to provide supporting documentation to Human Resource Services.

Sick Leave Bank time may only be applied to FMLA-qualifying leaves (even if the employee is not eligible for FMLA), and may only be used in full-day increments. Employees are limited to 300 hours of Sick Leave Bank time in a calendar year (January to December).

APPENDIX F OF UVMSU CONSTITUTION AND BYLAWS:

ARTICLE 38 PROFESSIONAL DEVELOPMENT OF CBA

ARTICLE 38 PROFESSIONAL DEVELOPMENT

Many units in the university have professional development funds set aside for employees, to support career growth and service to their professional fields. Staff are encouraged to pursue professional development funds and opportunities through their units where available. In doing so, they should follow any unit-specific established procedures for requesting professional development funds and opportunities. Staff who receive professional development funds through their units are not precluded from applying for the funds described in this Article.

Staff holding external grants are expected to use grant funds specifically designed for professional development purposes prior to applying for the funds described in this Article.

Professional Development Fund

The University shall create a Professional Development Fund to support employees in their professional development activities, and shall maintain a funding level of \$250,000 in the Professional Development Fund for each fiscal year of this agreement. Any remaining balance in the Fund at the end of each fiscal year will roll over the next fiscal year.

During the term of this agreement only, in the event the Professional Development Fund is depleted, the parties agree to re-negotiate the funding level. This provision shall expire on June 30, 2024.

The University and the Union shall establish a joint Professional Development Fund Committee (PDFC) to oversee distribution of the funds. The PDFC shall consist of three representatives from the University and three representatives from the Union. The PDFC shall establish a process to request professional development funds, and the criteria used to approve or deny requests. With the approval of their supervisor, employees may make a request to the PDFC for professional development funds through the established process. All professional development activities approved by the PDFC must be relevant to the requesting employee's job duties. Employees who receive professional development funds through this process must follow established University policies and procedures for institutional expenditures.

Employees who request and receive funds through the PDFC are not precluded from receiving additional professional development funds through their department or other sources.

Professional and Educational Development

Employees seeking short-term time off or flexibility with their schedules to take classes at UVM or another educational institution shall make a request in writing to their supervisor, who shall review and approve or deny requests based on the business needs of the department. Decisions shall not be unreasonably denied. Business need may be a factor in determining whether or not a denial was unreasonable.