

**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN**

**BENNINGTON COLLEGE**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 200UNITED**

**Term: July 1, 2024 to June 30, 2027**

# BENNINGTON COLLEGE

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## **ARTICLE 1 - AGREEMENT**

**Section 1.** Agreement made on July 1, 2024 by and between the Service Employees' International, Local 200 U, affiliated with the AFL-CIO, hereinafter called the Union, and Bennington College, hereinafter called the College, for the period effective upon date of signing through June 30, 2027.

Unless otherwise specified, any reference in this Agreement to days means calendar days not working days. All notice required to be provided by regular mail may be provided by email, except for those employees who indicate that they need notification by regular mail.

## **ARTICLE 2 – PURPOSE**

**Section 1.** The purpose of this Agreement is to promote good relations between the College, the Union, and the employees represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the College and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstanding or grievances relating to employment. Both the College and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of this Agreement.

**Section 2.** The College recognizes the right of employees to organize and to bargain collectively, and in the exercise of these rights, assures them that they shall be free from any and all restraints, interference, or coercion on the part of management and supervisory staff. There shall be no more than two stewards from each unit (Buildings and Grounds/Trades, Buildings and Grounds/Housekeeping, or Dining Services Departments) including officers for a maximum of six.

**Section 3.** The College shall cooperate in the establishment and use of channels by which an employee, through his/her representatives, can present a claim or grievance in an orderly way. The Union representative and shop stewards as heretofore authorized, shall be permitted to transact official union business directly related to the administration of the Agreement on College premises. Such business shall not interfere with or interrupt any College employee's work schedule and shall be conducted only with prior approval of the immediate supervisor of the respective employees.

**Section 4.** It is recognized that the College and the employees both have definite responsibilities as well as rights.

**Section 5.** Whereas it is the right of the College to establish reasonable standards of work and to evaluate employees according to those standards, it is the responsibility of the College to provide fair conditions of employment and to give its employees every reasonable opportunity to succeed on the job.

**Section 6.** This responsibility includes giving clear and definite job descriptions to all employees. Such written job descriptions will be supplied to employees upon demand and attached to posted job vacancy notices. Such notices will include the present scheduled hours. The College will be responsible for constructing job descriptions; however, any changes in job descriptions will be discussed with the Union. In case of any permanent changes in job descriptions and/or schedules, including the general summer schedule, the affected employee shall be given not less than fourteen (14) calendar days notice prior to implementation. The fourteen day period includes union discussion time.

**Section 7.** The employees have a right to expect fair conditions of employment. They also have certain responsibilities, such as maintaining high standards of workmanship, caring for College materials and property, and observing whatever regulations are considered necessary for carrying on the work of the College.

**Section 8.** The College and the employees believe that open dealing on both sides is necessary to promote a spirit of good will. Labor/Management meetings will be normally held on a quarterly basis but may be called as needed if mutually agreed upon by the College and Union.

**Section 9.** Bennington College is an equal opportunity employer and prioritizes the importance of having staff and faculty who represent diverse backgrounds and who practice the values of inclusion and equity.

### **ARTICLE 3 - JURISDICTION OF AGREEMENT**

**Section 1.** Newly hired employees shall be on a probationary period for the first sixty (60) calendar days of employment in his/her classification. Probationary employees may participate in benefits after sixty (60) calendar days. If the College feels that before the end of the probationary period, the employee needs an extension to the normal probationary period, the College will ask for an extension from the Union, which will be mutually agreed on. For Dining Services staff, if any portion of the probation period falls during summer or Field Work Term, when the employee is working outside of his/her regular department, the College can request to extend probation for the same amount of time, and the Union will not unreasonably deny the request. The College and the Union agree that any disciplinary action during the entire probation shall not be subject to the grievance procedure. Upon completion of the probationary period, the employee shall be placed on the seniority list dating from the first day of employment.

**Section 2.** The College recognizes the Union as the sole and exclusive bargaining agency for all employees employed in the bargaining unit in the classifications listed on the attached schedule, excluding supervisory employees, student employees and all part time employees who work twenty five (25) hours per week or less. Those employees in the bargaining unit must become Union members after thirty (30) calendar days of employment.

**Section 3.** All temporary employees shall be defined as those employees who are engaged for a specific period of time for a specific purpose. Temporary employees receive no benefits.

- a. Summer temporary employees are employees who are hired during the summer months (i.e.) after graduation until the first day of the new academic year. Summer temporary employees shall be paid at no more than ninety (90%) percent of the entry level union scale until they reach 30 calendar days worked. Summer temporary employees shall become members of the Union after 30 days of employment. Once the summer temporary employee reaches 30 days of employment they shall be paid at the union scale of pay. If any summer temporary employee is continued during the academic year in any job classification covered under the scope of this agreement, he/she shall become permanent and his/her seniority date shall be calculated back to his/her original date of hire.
- b. Other temporary employees shall be defined as those employees who are engaged for a period not to exceed twelve (12) weeks. These employees status will be discussed with the Union after two (2) weeks of employment. Temporary employees will become Union members after thirty (30) days without changing their temporary status.

All temporary employees shall be required to sign a statement defining their temporary status. The College will provide a copy of the statement to the Union as has been the practice. Temporary employees will not be used for the purpose of eroding the Bargaining Unit.

**Section 4.** Part time non-union Dining Services employees are limited to not more than twenty-five (25) hours a week. If it is necessary for a part time non union Dining Services employee to work more than 25 hours per week the chief shop steward will be notified as soon as possible. Under these circumstances the employee will not automatically become a Union member. This procedure shall not be used to erode the bargaining unit and any concerns about its use shall be discussed at Labor/Management meetings and if necessary a grievance filed. The number of part time non-union Dining Services employees shall

not exceed twelve (12) and the total number of hours shall not exceed 175. Part time employees will not be used for the purpose of eroding the Bargaining Unit.

**Section 5.** Year round temporary employees will not exceed ten (10) at any one time except with the approval of the Union. The purpose of these employees is to provide coverage for sickness, vacation and weekend coverage. When overtime work is available it shall first be offered to Union employees before temporary employees. Before temporary employees are hired, full time work will be offered to part-time Union employees within their classification.

#### **ARTICLE 4 - UNION MEMBERSHIP AND CHECKOFF**

**Section 1.** The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the initiation fee and periodic dues uniformly required for membership and comply with the bylaws of the Union. In the event that any employee fails to join the Union and tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the College in writing requesting the dismissal of such employee. The said employee will be discharged within seven (7) calendar days after receipt of said notice.

**Section 2.** The College agrees to deduct monthly and remit, by the fifteenth (15th) day of every month for the prior month, to the Union, dues in the amount designated in writing by the Union.

**Section 3.** The College will not discriminate against any of its employees because of Union membership or participation in Union affairs.

**Section 4.** The College hereby agrees to honor Local 200U, SEIU Committee on Political Education voluntary contribution deduction provisions from its employees who are Union members. The form which shall be used for such deductions is marked Schedule "C" and attached hereto.

**Section 5.** Bennington College student employees shall not be considered part of the bargaining unit and shall not be covered by this Agreement. However, the College will not use this clause for the purpose of eroding the bargaining unit.

**Section 6.** During each Human Resources new hire orientation for bargaining unit members, the Union may designate one (1) delegate to conduct a 30-minute union orientation for the purpose of educating a new hire about the union. The designated delegate must obtain approval from their supervisor to be excused from work duties, and conducting the orientation may not otherwise disrupt any ongoing work being performed by the delegate.

#### **ARTICLE 5 - BULLETIN BOARDS AND POSTING NOTICES**

**Section 1.** The College will furnish the Union with 3' x 3' bulletin boards easily visible for the purpose of posting notices of meetings, Union activities, and job notices. Job notices will be sent to a Union Officer or other identified designee of the Union.

#### **ARTICLE 6 - RIGHTS OF THE EMPLOYER**

**Section 1.** All rights, functions and prerogatives of the College exercisable by the College are retained by and remain vested exclusively in the College, except to the extent that such rights, functions and prerogatives are specifically and explicitly modified by the express provisions of the Agreement. No such right, function or prerogative shall be deemed waived or modified unless the waiver or modification is in writing and signed by the College and the Union. Without limiting the generality of the foregoing, such rights, functions and prerogatives include the right to manage and operate and direct the working forces including the right to set requirements for jobs in each of the three (3) departments i.e. Buildings and Grounds/Trades, Buildings and Grounds/Housekeeping, or Dining Services Departments, the right to

require reasonable standards of performance, to maintain order and discipline and to promote efficiency, the determination of methods, procedures and standards, the direction of the employees and the assignment of work, the right to hire, transfer and promote employees and to discharge or otherwise discipline employees for just cause, the right to lay off employees for lack of work or economic factors and to recall employees, the right to go out of business in whole or in part, the right to require reasonable overtime work upon twenty-four (24) hour notice to the affected employee by the College, less than twenty-four (24) hours in emergency situations and the right to promulgate and enforce rules and regulations relating to operation, safety measures and other matters. In the exercise of the foregoing rights of management, the College agrees that it will not violate the specific provisions of the agreement.

## **ARTICLE 7 - CORRECTIVE ACTION, SUSPENSION OR DISCHARGE**

**Section 1.** The College shall not discharge nor discipline nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the College must as soon as reasonably possible notify the employee in writing of their discharge or suspension and the reason thereof. Such written notice will also be given to the Union president or the president's designee, and a copy emailed to the Union office within one (1) working day from the time of the discharge or suspension.

**Section 2.** Satisfactory job performance is the responsibility of the employee. The College will provide appropriate resources and support to ensure employees succeed in their positions. Job performance includes absenteeism and tardiness. Unacceptable job performance will be determined by the College and be subject to the appropriate disciplinary action as agreed to within this agreement.

**Section 3.** The Union and the College agree that responsibility for absenteeism and tardiness rests solely with the employee. It is agreed that abuse in these areas is unacceptable and that the Union and the College will jointly work to correct any abuse. It is further agreed that the College shall warn and progressively discipline any employee whom the College believes has abused this policy. Such discipline shall be in accordance with the disciplinary procedures as outlined in Section 5 of this article.

Leave Time cannot be drawn upon to cover any instance of "No call, no show" which constitutes no notice from the employee within 30 minutes of the beginning of the shift.

An employee absent from work because of illness must notify their immediate supervisor, at the work site at least thirty (30) minutes before the start of their assigned shift. If unable to reach the supervisor, the employee must contact the employee's department at the following telephone numbers:

|                                     |               |
|-------------------------------------|---------------|
| Dining Services:                    | 802-440-4436  |
| Buildings and Grounds/Trades:       | 802-440-4584  |
| Buildings and Grounds/Housekeeping: | 802-440-4584. |

Any dispute regarding the abuse of absenteeism or tardiness shall be subject to the grievance procedure.

**Section 4.** It is the responsibility of the employees to notify their supervisor a minimum of thirty (30) minutes before the start of their shift if there are circumstances that prevent an on-time arrival at work. Failure to call to work within thirty (30) minutes of the beginning of the assigned shift will constitute a no call, no show, and will be without pay. If an employee reports to work for part of their shift, he/she will receive pay for only the hours actually worked and be recorded as late.

Any employee having three (3) consecutive "no call, no show" may be terminated from employment at the College.

**Section 5.** The Corrective Action, Suspension or Discharge process will be considered to provide a positive process for improvement. The College will determine the specific step at which the process

begins based on the nature and severity of the performance matter. The procedure for formal discipline and/or discharge for any performance reason or infractions of this agreement are as follows:

- a. Corrective Action Conference. The first incident will result in a conference being held with the affected employee, the supervisor and their respective shop steward if desired, to discuss the incident and to develop a plan for improvement. This plan will be reduced to writing with a definite timeline for improvement and given to the employee.
- b. Written Warning. The second incident will result in a written warning in accordance with the procedures outlined in Article 7, Section 8 and be followed up with a conference to determine what the employee needs to do to take corrective action or improve his/her work performance.
- c. Second Written Warning. The third incident will result in a written warning and may include discharge or suspension without pay for up to five (5) days.

Copies of all warnings will be sent to the employee, shop steward and supervisor involved within thirty (30) days.

**Section 6.** If an employee receives a reprimand and does not receive an additional reprimand in a seventeen (17) month period, the College will not use the reprimand for the purpose of progressive discipline.

**Section 7.** Any employee who is discharged due to misconduct shall be paid in full for all wages owed to the employee by the College but shall not receive unused vacation or leave pay.

**Section 8.** Any Union employee whose work is not satisfactory should be given every reasonable opportunity to correct his/her fault. Such cases should be discussed with the Union Representative. If this fails to bring about the necessary improvement, the College shall give the employee written notice to this effect, warning the employee that if his/her service continues to be unsatisfactory further disciplinary action will result which may include discharge.

**Section 9.** Certain types of gross employee misconduct may require immediate disciplinary action including discharge and/or suspension of up to five (5) working days.

## **ARTICLE 8 - SENIORITY**

**Section 1.** An employee's seniority shall be equal to his/her length of continuous employment with the Buildings and Grounds/Trades, Buildings and Grounds/Housekeeping, or Dining Services Departments at the College, unbroken by any of the reasons for termination or seniority specified in the paragraph below. An employee who completes his/her probationary period shall have his/her name entered on the seniority list as of his/her last date of hire. Copies of such lists shall be agreed upon initially and thereafter posted by the College quarterly, with copies furnished to the Union. Whenever the term "continuous employment" is used in this Agreement, it shall be as defined in this section.

**Section 2.** An employee shall lose all his/her seniority rights if he/she:

- a. Quits or resigns or becomes a non-bargaining unit employee for more than thirty (30) calendar days.
- b. Is discharged for just cause.
- c. Is absent from work for three (3) consecutive working days without notifying the College, unless the employee was prevented from giving such notification for reasons beyond his/her control.
- d. Fails to report to work upon recall from layoff immediately if available, but in any event, within one (1) week after receipt of notice of recall; or if otherwise employed ten (10) calendar days after receipt of notice or recall, by registered mail.

- e. In the event the College decides to layoff or reduce hours, employees shall be selected for layoff or reduction of hours in the inverse order of seniority, except that temporary and part-time employees shall be laid off first, respectively, and their positions shall be offered to Union employees in their classifications. In the event that the College decides to recall employees or increase hours, employees shall be selected in accordance with their seniority and the employees' ability to do the work required. The College will give preference in employment, transfer, promotion, and overtime in accordance with seniority and an employees' ability to do the work;
- f. If it becomes necessary to lay off employees, these employees may exercise their seniority within ten (10) days by bumping a less senior employee within their department first, then bargaining unit wide, provided in the opinion of the College the employee is qualified to perform the duties. Employees may not exercise their bumping rights for seasonal layoffs. The three (3) departments are defined as the Buildings and Grounds/Trades Department, Buildings and Grounds/Housekeeping Department, or Dining Services Department.
- g. An employee with 5 or more years of service who is unable to work due to illness or workplace injury for more than 1 year will be terminated. Employees with less than 5 years of service but greater than 1 year of service who are unable to work due to illness or workplace injury for more than 6 months will be terminated. Employees with 1 year of service or less who are unable to work due to illness or workplace injury for more than 90 consecutive days will be terminated.

**Section 3.** A bargaining unit seniority list shall be prepared by the College and shall be furnished to the Union quarterly.

**Section 4.** When an employee who has a good employment record is laid off through no fault of his/her own and is rehired by the College within one (1) year, he/she shall be reinstated with full seniority privileges.

**Section 5.** If an employee who voluntarily leaves is rehired, the employee shall have the status of a new employee upon such rehiring.

**Section 6.** When an employee's service is to be terminated because of lack of work, the employee shall be given the chance to bid on a job at the facility if one becomes available within one (1) year of when such employee was still employed and for which such employee is qualified before a person who has not previously been employed by the College is hired. However, if the employee does not bid on the job within seven (7) days of notification to the Union, and the job is within his/her department such employee shall no longer have preference for other jobs as a former employee. Any employee laid off shall receive prorated vacation and two (2) weeks' notice (or two (2) weeks' pay in lieu of notice).

**Section 7.** Notices of Union vacancies which occur will be forwarded to the Union officers and/or their designees and will be posted on all bulletin boards provided for Union use and should be open for bid by all Union employees of the College for one (1) calendar week before being open to bidding by others.

**Section 8.** No job will remain unfilled or vacant for more than ten (10) calendar days without being put up for bid unless mutually agreed by the Union and College or the position is eliminated.

**Section 9.** The College shall have the right to make temporary appointments while bids are being considered, but such appointments shall not be longer than twenty (20) calendar days. A temporary appointment shall not be used for the purpose of prejudicing a final appointment to a job.

**Section 10.** The filling of vacancies shall be by departmental seniority first within Buildings and Grounds/Trades Department, Buildings and Grounds/Housekeeping Department, or Dining Services Department, and bargaining unit seniority second among qualified (including active discipline and work history) applicants as determined by the college.



**Section 11.** Bids for all jobs shall be made in writing to the College. A newly hired employee who has worked in his/her position for a minimum of six (6) continuous months shall be eligible to bid on other posted positions within his/her department. A newly hired employee hired after July 1, 2015 who has worked in his/her position for a minimum of twelve (12) continuous months shall be eligible to bid on other posted positions outside of his/her department. In the event that employees with more seniority but less time in position than required by this section are the only bidders, the position may be awarded in accordance with section 10, provided the employee is qualified for the position. An employee may not bid, if successful, more than twice in a twelve (12) month period.

**Section 12.** The Employer agrees that any two (2) members of the Union selected as an officer or delegate shall be allowed reasonable time off for the performance of such duties without loss of seniority rights, but the Employer shall not be required to pay such employees for such time off. However, such time off shall not exceed six (6) consecutive working days. Employees representing the Union on the Labor/Management Committee, Contract Negotiation, and Grievance Committees will be paid for work on these committees when they meet during working hours.

**Section 13.** An employee who successfully bids on a job in accordance with the provisions of the Agreement will receive the pay for the position for which he/she was the successful bidder when the bid was accepted.

**Section 14.** An employee who voluntarily transfers to another position within the bargaining unit shall have the right to return to the job previously held within five (5) working days if such employee does not like the new job or is not deemed to do well at it. This privilege results in no loss of seniority rights.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**Section 1.** The College shall cooperate in the establishment and use of channels by which an employee, through his/her representatives, can present a claim or grievance in an orderly way.

**Section 2.** For the purpose of this Agreement, a grievance is defined as a disagreement concerning the interpretation or application of the terms of this Agreement.

- Step 1.** A grievance shall be raised in writing by the employee, and if the employee so desires his/her Union representative, to the employee's immediate supervisor. No grievance will be considered unless filed within five (5) days after the employee knew or with reasonable diligence should have known of the alleged violation. The supervisor shall reply in writing to the grievance within five (5) days of said meeting.
- Step 2.** If the grievance is not settled in Step 1, then, at the request of the Union, within five (5) days following the receipt of the grievance response, it shall be submitted in writing on the approved grievance form to the respective department director. The department director or his/her designee will have ten (10) days to respond in writing.
- Step 3.** If the grievance is not settled in Step 2, then, at the request of the Union within ten (10) days following the receipt of the grievance response, it shall be submitted in writing on the approved grievance form to the Associate Vice President for Human Resources or their designee. A special hearing with the Union Grievance representatives involved will be called and the Associate Vice President for Human Resources or their designee will officiate. This hearing shall be held within fifteen (15) days of such request.
- Step 4.** If the grievance is not settled in Step 3, then, at the request of the Union, to be made within ten (10) days after receiving a grievance response, it shall be submitted to the American Arbitration Association (AAA) in accordance with the rules and procedures of AAA.

**Section 3.** The arbitrator shall have no power to add to, subtract from, or change any provision of this Agreement or pass upon or decide any question except the grievance submitted.

**Section 4.** The fees and expenses, if any, of the arbitrator shall be equally shared between the College and the Union.

**Section 5.** Any settlement reached between the College and the Union at any stage of the grievance procedure shall be binding upon all parties.

**Section 6.** The time limits specified in this Article are understood to be exclusive of Saturdays, Sundays and holidays and may be waived by mutual consent of the parties involved.

**Section 7.** Unless otherwise waived and agreed to by both parties as stipulated in Section 6 of this article, should the College fail to respond to a grievance within the stipulated timeframe, the grievance will be automatically advanced to the next grievance step.

#### **ARTICLE 10 - NO STRIKE - NO LOCKOUT**

**Section 1.** The College and the Union agree that during the term of this Agreement there shall be no lockouts. The Union and the College agree that during the same period neither the Union or its agents nor its members will authorize, instigate, aid, condone nor engage in any work stoppage, slow down, strike nor demonstrate, display banners or advertisements concerning any dispute or controversy between the College and the Union or any of its members.

#### **ARTICLE 11 – LEAVE TIME**

**Section 1.** Paid Leave Time is time off for an employee to recuperate from illness; scheduled doctors appointments or attend to personal business.

**Section 2.** Employees shall become eligible for seven (7) working days of paid leave time per year after one (1) year of continuous employment. A new employee after sixty (60) calendar days of continuous service may take up to two (2) of the seven (7) working days with pay for which they would be eligible for on their one (1) year anniversary date. After six (6) months of continuous service, an employee may take an additional three (3) days of the seven (7) working days with pay for which they would be eligible for on their one (1) year anniversary date. After four years of continuous employment, an employee shall become eligible for twelve (12) working days of paid leave time per year. Employees hired on or before July 1, 1986 will receive fifteen (15) days of leave time.

**Section 3.** Except in cases of sickness or an emergency, employees are required to give 3 days notice before requesting leave time. Management must approve all non-emergency use of paid leave time. Management will not unreasonably deny any request for non-emergency use of leave time. In the case of sickness or an emergency, employees are to notify the employee's department as soon as possible but not less than thirty minutes prior to the beginning of their work period at the following telephone numbers:

|                                     |               |
|-------------------------------------|---------------|
| Dining Services:                    | 802-440-4436  |
| Buildings and Grounds/Trades:       | 802-440-4584  |
| Buildings and Grounds/Housekeeping: | 802-440-4584. |

**Section 4.** Any unused leave time will be accumulated to a maximum of seventy (70) days. Any employee that has an excess of 15 days of accumulated unused leave time as of October 1 of each year may opt to be paid for them up to a maximum of 10 days per year. Payment for unused leave time will be included in the second payroll during the month of October.

**Section 5.** Unused leave time shall be paid to the employee upon his/her separation from Bennington College. If an employee voluntarily separates from employment, they must provide the College with at

least two (2) weeks advanced written notice to be eligible to receive a payout of unused leave time. If the College accepts an employee resignation before the 2 week notice period is completed, the College will pay out the unused leave time, unless the employee is terminated in accordance with Article 7. Any employee who does not pass probation or who leaves voluntarily during the probation period (including any probation period extensions), shall not be eligible to receive payout for unused leave time. Any employee who is discharged due to misconduct shall be paid in full for all wages owed to the employee but shall not receive payment for unused vacation or leave time.

## **ARTICLE 12 - HOLIDAYS**

### **Section 1. Holidays**

- a. The following days will be recognized as paid holidays for all regular employees, subject to Section 2 below:

New Year's Day  
Martin Luther King Jr. Birthday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day  
Staff Appreciation Day

- b. Floating Holiday. The College will offer one floating holiday for all regular employees, subject to Section 2 below. Employees who use a floating holiday will receive 1 paid day off at the beginning of each academic year on July 1 and will be eligible to use the floating holiday anytime throughout the fiscal year, subject to supervisory approval.
- c. Winter Break Holidays. The College will provide bargaining unit employees with two (2) holidays during the Winter Break, with the specific days off to be scheduled by the College.

**Section 2.** All employees whose work has to be performed on a holiday will have the choice of receiving either compensatory time off of one and one-half (1 1/2) days for each holiday worked or will be paid at the rate of one and one-half (1 1/2) times their regular pay in addition to the regular day's pay.

**Section 3.** If a holiday occurs within the time when an employee is on vacation, an additional day with pay shall be allowed to the employee.

**Section 4.** Staffing on holidays will be determined by the College.

**Section 5.** When a holiday falls on a Saturday it will be celebrated on Friday. When it falls on a Sunday it will be celebrated on Monday. Any disagreement on the above schedule of holidays will be resolved with mutual agreement between the College and the Union.

**Section 6.** To receive Holiday pay an employee must work the day before and the day after the Holiday or his/her regular schedule.

**Section 7.** The date of Staff Appreciation Day shall be determined annually by the College and published with the annual holiday schedule.

## **ARTICLE 13 - VACATION**

**Section 1.** Vacation time will be granted to each employee on the yearly anniversary date of his or her employment. The amount of vacation due each employee employed by the College shall be based on continuous service from the date of employment at the College according to the following schedule. Vacation is not accumulative and must be taken during the vacation year, except as provided for in Section 2.

- a. Employees with one (1) year or more of continuous service shall receive two (2) weeks' vacation with pay.
- b. Employees with five (5) or more years of continuous service shall receive three (3) weeks of vacation with pay and may opt to cash in up to one (1) week worth of vacation for pay on October 1 of each year. Employee shall receive this pay with the second payroll during the month of October.
- c. Employees with ten (10) or more years of continuous service shall receive four (4) weeks of vacation with pay and may opt to cash in two (2) weeks worth of vacation for pay on October 1 of each year. Employee shall receive this pay with the second payroll during the month of October.
- d. Employees with eighteen (18) or more years of continuous service shall receive 5 working days of vacation pay as a bonus in addition to the vacation schedule above. The employee shall receive this pay with the second payroll during the month of October. Employees hired on or before March 5, 1987 will have the option of taking the bonus or using the 5 additional days as vacation.
- e. Employees with thirty (30) or more years of continuous service shall receive 10 working days of vacation pay as a bonus in addition to the vacation schedule above. The employee shall receive this pay with the second payroll during the month of October. Employees hired on or before March 5, 1987 will have the option of taking the bonus or using the 10 additional days as vacation.

**Section 2.** An employee with the approval of the College may carry over up to five (5) days of vacation days into the next academic vacation year.

**Section 3.** An employee may request fifteen (15) consecutive working days of vacation to be taken any time during the year. Except as elsewhere provided, the College will grant such requests insofar as the work schedule permits. If suitable replacements are available when needed, employees may take fifteen (15) working days of vacation during the period of Commencement to Labor Day, with preference for vacation time being given according to seniority.

**Section 4.** An employee may not request or use less than one (1) working day of vacation at a time without the prior approval of management.

**Section 5.** If an employee voluntarily separates from employment, they must provide the College with at least two (2) weeks advanced written notice to be eligible to receive a payout of unused vacation time. If the College accepts an employee resignation before the 2 week notice period is completed, the College will pay out the unused vacation time, unless the employee is terminated in accordance with Article 7. Any employee who does not pass probation or who leaves voluntarily during the probation period (including any probation period extensions), shall not be eligible to receive payout for unused vacation time. Any employee who is discharged due to misconduct shall be paid in full for all wages owed to the employee but shall not receive payment for unused vacation or leave time.

## **ARTICLE 14 - LEAVE OF ABSENCE**

**Section 1.** An employee must be employed for at least two (2) years to be eligible for a leave of absence unless otherwise specifically noted. While on leave an employee does not accrue any vacation, sick or personal time. An employee may elect to continue his/her medical benefits while on leave. If such an election is made, the employee is responsible for the full cost of such benefits and must make payment for such to the College by the fifteenth of each month or face loss of such benefits.

**Section 2.** Any employee desiring leave of absence from employment shall secure written permission from the College. The maximum leave of absence shall be for six (6) months and may be extended for like periods. Permission for same must be secured from the College. During the period of absence, the employee shall not engage in gainful employment in the same industry. In cases where an employee is seeking employment elsewhere, the College may request additional information regarding the outside employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. If the employee returns to work for the College within the stated time, the employee shall be reinstated with full credit for previous service under the retirement plan.

**Section 3.** After one (1) year from date of hire, a leave of absence to a maximum of six (6) months without pay or loss of seniority or accrued benefits will be granted upon written request to an employee who is pregnant; such leave is to be taken during and/or immediately after pregnancy. An identical leave shall be granted to any employee who is not pregnant, but is about to become a parent, for the purpose of childbirth and/or rearing.

**Section 4.** All leaves of absence granted under this Article shall be without pay and benefits, except that employees who qualify and are eligible for a Family and Medical Leave Act(FMLA) leave of absence and exhaust their FMLA leave shall continue to receive health benefits on the same terms as active employees for the length of their leave of absence up to a maximum total of five (5) months..

**Section 5.** Employees eligible for Family and Medical Leave Act ("FMLA") leave shall receive the leave provided by that law.

#### **ARTICLE 15 - VOTING TIME**

**Section 1.** Paid voting time, not to exceed two (2) hours, will be allowed to all employees without loss of pay whenever the polls in the community in which the employee is eligible to vote are open only during the employee's hours of employment; such time is to be taken at a time approved in advance by the College.

#### **ARTICLE 16 - JURY DUTY**

**Section 1.** Employees absent due to serving jury duty will be paid the difference between compensation for jury duty and what they would have received for the same period of time had they not been absent.

#### **ARTICLE 17 - BEREAVEMENT LEAVE**

**Section 1.** In the event of death of an employee's immediate family member (spouse or partner, child, step-child, mother, father, step-parents, mother-or father-in-law, brother, sister, brother-or sister-in-law, grandparents, grandparents-in-law), or a death of another relative in the employee's immediate household, the employee shall be entitled to a maximum of five (5) working days off days off.

#### **ARTICLE 18 - UNIFORMS**

**Section 1.** The College shall provide and maintain uniforms for Dining Services employees and Buildings and Grounds employees. The College shall provide a clothing allowance of up to \$125 per year for employees in Buildings and Grounds. The College will provide t-shirts to employees in Dining Services when they are asked to work in Buildings and Grounds. Employees shall wear College uniforms, if required by the College, during scheduled work hours. The College shall provide necessary tools and safety gear for all employees.

**Section 2.** The College will provide a safety shoe allowance up to \$150 per year for employees in the following positions: Groundskeeper, Maintenance Technician, Electrician, Plumber, Carpenter, Painter, Locksmith/Carpenter, Boiler Attendant, Utility Cleaner/Mover and Dining Services employees. The College will provide Housekeeping employees with a slip-resistant shoe allowance up to \$100 per year. Employees are required to wear these safety shoes during working time. Employees shall not wear open-toed shoes during scheduled work hours.

## **ARTICLE 19 – WORKERS’ COMPENSATION**

**Section 1.** If an employee is accidentally injured while on duty, such employee is covered by Workers’ Compensation insurance carried by the College. Any injury received on the job must be promptly reported to the College.

**Section 2.** If an employee is accidentally injured while on duty, such employee cannot draw an excess over the amount of pay that would normally equal the employee's pay. The total figure will be made up of Workers’ Compensation, if any, and accumulated leave time and leave pay.

**Section 3.** It is agreed that, at the College’s option, a regular employee absent for work due to a work-related injury or disability may be required to return to work and placed in any work assignment in the College’s total work force, subject to medical restrictions, for a time period not to exceed 12 months. It is further agreed that the affected employee shall be paid his or her regular classification compensation during this time period. The College and the Union recognize that even though the employee may be assigned outside the bargaining unit, it is agreed that said employee remain as a bargaining unit member.

**Section 4.** After an employee has received disability or workers’ compensation payments for four (4) continuous months, they shall no longer accrue benefit time.

## **ARTICLE 20 - WAGES AND HOURS**

**Section 1.** Wage rates shall be no less than the wage classification as indicated on Schedules A and B attached hereto and made a part hereof and may be modified hereafter if desired by the College by negotiation with the Union. Wage rates for new jobs established after this Agreement becomes effective are to be agreed upon by the College and the Union. If the parties are unable to agree on the rate, the matter may be submitted to arbitration, pursuant to Article 9, Step 4.

**Section 2.** Whenever it is necessary for the College to transfer an employee temporarily to another job for more than one (1) hour, the employee shall receive either his/her regular rate of pay or the rate of pay for the job, whichever is greater.

**Section 3.** Shift Premium: (a) Employees required to work on an afternoon shift between 4:00 p.m. and 12 midnight shall receive, in addition to their base rate, a shift differential of twenty-five (25) cents per hour for all hours worked in that shift. All those who temporarily have to work the day shift will receive the higher rate of pay. (b) Employees required to work on a shift between 12 midnight and 8:00 a.m. shall receive, in addition to their base rate, a shift differential of thirty-five (35) cents per hour for all hours worked on that shift. Dining Hall employees shall not receive any shift premium.

**Section 4.** Summer employees will not cause the loss of the \$1.50/hour weekend differential to Housekeeping employees.

**Section 5.** The College will make every attempt to employ Dining Services employees during the summer and Field Work Term (FWT). Dining Services employees will be paid their current rate of pay while being employed during the summer and FWT in the Buildings and Grounds/Trades or Buildings and Grounds/Housekeeping Departments. The College and the Union will discuss periods of shutdown and use of employees during those shutdown periods. Discussions will be held as soon as the College is aware of such schedule changes.

## **ARTICLE 21 - OVERTIME**

**Section 1.** All full-time regular employees will be paid for overtime at the rate of one and one-half (1 1/2) times for all time worked on any day in excess of their regular schedule or in any week in excess of forty (40) hours unless the employee desires compensatory time.

**Section 2.** CALL OUT - Overtime worked under call out will be offered to qualified available employees on a rotating basis, beginning with the employee having the greatest seniority. Security will maintain a log to ensure consistency.

**Section 3.** When an employee is called out and required to report for overtime or for work on a non scheduled day, he/she will be paid at the rate of one and one-half (1 1/2) times his/her basic hourly rate for a minimum of three (3) hours. Scheduled overtime is not subject to any minimum and employees will punch in and out.

**Section 4.** If overtime work is to be offered, first it will be to the person normally performing the job, then to qualified available employees in their classification on a rotating basis beginning with the greatest classification seniority. If required overtime is offered and refused, such work may be assigned on a rotating basis in the order of least seniority within classification. There shall be no pyramiding of overtime.

**Section 5.** All current and new full-time employees shall be required to work forty (40) hours per week.

## **ARTICLE 22 - REIMBURSEMENT FOR TRAVEL AND LICENSE FEES**

**Section 1.** Employees authorized to use their own vehicles on College business shall be reimbursed at the mileage rate allowed by the Internal Revenue Service, but not less than three (\$3.00) dollars per day.

**Section 2.** On application by the employee, the College will reimburse a regular employee who is required to hold a plumber's, electrician's or boiler attendant's license and groundskeeper's herbicide license for the amount of such license fee.

## **ARTICLE 23 - EMERGENCY WEATHER CONDITIONS**

**Section 1.** In case of inclement weather employees should make every effort to get to their work stations on time. Snow or ice may be sufficient excuse for tardiness; however, an employee should notify his Supervisor if he expects to be delayed in his or her arrival at work. Time loss, due to the weather, will be made up as mutually agreed by the College and the employee.

**Section 2.** If the College is closed and employees are sent home due to weather conditions they will be paid for the day.

## **ARTICLE 24 – SUBCONTRACTORS**

**Section 1.** Before the College finally decides to contract out a significant item of work, the Union will be notified in advance of any final decision except where emergency requirements prevent such notification.

**Section 2.** Such notice shall be in writing and shall be sufficiently specific to advise the Union of the type, location, scope, dimension, and timetable of the work to be performed.

**Section 3.** No current employee will suffer an economic loss because of subcontracting.

#### **ARTICLE 25 - WORK BREAK**

**Section 1.** All employees shall have a paid rest period of fifteen (15) minutes during each four (4) hours of work.

#### **ARTICLE 26 - TIME OF PAYMENT**

**Section 1.** Employees shall be paid weekly on Thursday. If Thursday is a designated holiday, employees shall be paid the workday immediately preceding Thursday. Employees shall use the ADP payroll system, including for swiping/clocking in/out for shift start/end, lunch, and use of kiosks. The College and Union shall meet with the vendor and IT to review the system before any changes are made.

#### **ARTICLE 27 - MILITARY SERVICE**

**Section 1.** A regular full-time employee who must leave the College to serve in the Armed Forces of the United States, and, who upon termination of such service, is entitled to reinstatement under the laws and regulations of the United States or the State of Vermont, will be granted reinstatement to the full extent of the law.

**Section 2.** In the event that it becomes necessary to discharge other employees in order to provide places for such employees returning from military service, then such discharge shall follow the seniority principle and shall not constitute a grievance under this Agreement.

#### **ARTICLE 28 – RESIGNATION**

**Section 1.** All employees resigning their position are expected to give the College two (2) weeks' written notice.

#### **ARTICLE 29 - MEALS**

**Section 1.** Food service employees who are on duty at mealtime will be given a meal. One thirty (30) minute unpaid meal period will be scheduled by the College for all employees.

#### **ARTICLE 30 – HEALTH AND WELFARE**

**Section 1.** Health and Welfare benefits shall become available on the first day of the month following the day that an employee successfully completes his/her probationary period unless otherwise specifically noted.

**Section 2.**

- a. The College shall make available to bargaining unit members, on a voluntary basis, group health insurance programs.

For the duration of the agreement, the College will offer bargaining unit employees a high deductible health plan \$2,500/\$5,000, 10% coinsurance (20% coinsurance for non-preferred providers), \$3,500/\$7,000 OPM (Out of Pocket Maximum). Effective January 1, 2026, the parties



agree that the College may switch to a closed formulary for its prescription drug coverage plan. Effective January 1, 2026, and for the remainder of this Agreement, the College agrees to pay 84% of the premium for all enrolled bargaining unit employees.

- b. Each bargaining unit member who participates in a high deductible medical plan will have a Health Savings Account (HSA) created. Participating employees may make elective salary deferral contributions to their respective HSA accounts. The College will contribute the following amounts to the HSAs of employees participating in the College's health plan:

| Effective Date | Individual | Two-Person & Family |
|----------------|------------|---------------------|
| Jan. 1, 2025   | \$1,500    | \$2,750             |
| Jan. 1, 2026   | \$1,500    | \$2,750             |
| Jan. 1, 2027   | \$1,500    | \$2,750             |

**Section 3. Disability Income:**

- a. Eligibility begins after (1) one year's employment.
- b. Waiting Period: eighth day after accident or sickness
- c. Duration: 26 weeks: \$400 per week.

**Section 4. Dental Plan.** The College will offer employees a voluntary dental plan at 100% employee expense.

**ARTICLE 31 - GROUP INSURANCE**

**Section 1.** All employees who have completed their probationary period will be entitled to Life Insurance equal to their yearly salary rounded off to the next highest five hundred (\$500.00) dollars but not less than \$15,000.00.

**ARTICLE 32 – RETIREMENT**

**Section 1.** The employee pension plan with Prudential Retirement will be frozen effective June 30, 2012. Employees will be entitled to an early retirement with a reduced pension if they retire within the five year period preceding their Normal Retirement Date. Employees will be entitled to receive \$215.00 per year of Credited Service earned prior to July 1, 2012. An employee's accrued benefit shall be frozen as of June 30, 2012 and s/he shall accrue no further benefits after that date. There shall be no further Credited Service credited under the Plan after June 30, 2012 and no further benefits shall accrue after that date.

Effective July 1, 2015, the College will contribute 7.5% for each bargaining unit employee to its TIAA-CREF Defined Contribution Plan. No mandatory employee contribution will apply to bargaining unit employees. Bargaining unit employees may make voluntary contributions under the terms of the Plan.

**ARTICLE 33 – EDUCATIONAL OPPORTUNITIES**

**Section 1.** Effective July 1, 2014, the Educational Opportunities at Bennington and Tuition Exchange Programs will be extended to bargaining unit employees on the same terms and conditions as are applicable to non-union employees. The existence, continuation, and modification of the programs rest solely with the College, without any bargaining obligations.

**ARTICLE 34 – SERVICE RECOGNITION**

**Section 1.** The College agrees to pay a service recognition payment each year of the Agreement to an employee who has attained at least ten (10) but less than fifteen (15) years of full-time, continuous service in a position covered by this Agreement. To eligible employees, the College agrees to pay:

- \$300.00 effective on the second payroll in February, 2025.
- \$300.00 effective on the second payroll in February, 2026.
- \$300.00 effective on the second payroll in February, 2027.

**Section 2.** The college agrees to pay a service recognition payment each year of the Agreement to an employee who has attained at least fifteen (15) years of full-time, continuous service in a position covered by this Agreement. To eligible employees, the College agrees to pay:

- \$325.00 effective on the second payroll in February, 2025.
- \$325.00 effective on the second payroll in February, 2026.
- \$325.00 effective on the second payroll in February, 2027.

#### **ARTICLE 35 - AUTHORIZED OFFICERS**

**Section 1.** The union may appoint representatives and/or agents to act for it in all respects with regard to this Agreement or future Agreements and will promptly notify the College by registered letter of the identity of such persons duly elected or appointed to act in such capacity.

**Section 2.** These representatives and/or agents shall be the only persons recognized by the College as being authorized to act for or on behalf of the Union in any matter whatsoever under the terms of this Agreement.

**Section 3.** The authority of a representative of the Union to act for the Union, as stated above, may be revoked at any time if a registered letter to that effect, signed by the duly authorized Union Officials under the seal of the Union, is received by the College.

#### **ARTICLE 36 - NEW LAWS AFFECTING AGREEMENT**

**Section 1.** Only upon the written consent of both parties can this Agreement be terminated prior to its termination date. However, should any Article or Section of this Agreement be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement shall not be affected.

#### **ARTICLE 37 - SUCCESSORS**

**Section 1.** This Agreement shall be binding upon the parties, their successors or designees and upon any person, party, partnership or corporation that may take over ownership, operation, or management of the College.

#### **ARTICLE 38 - EFFECTIVE DATE OF AGREEMENT**

**Section 1.** Except as otherwise provided herein, this Agreement shall become effective July 1, 2024 and shall continue in effect through Midnight, June 30, 2027.

**Section 2.** This Agreement shall automatically renew for a period of one (1) year unless either party submits a notice in writing to the other party to the then existing Agreement, such notice to be delivered to the other party hereto not earlier than March 1, 2027 and no later than May 30, 2027.

**Section 3.** The benefits both economic and otherwise provided in this Agreement or any renewal thereof shall continue in force pending the execution of any Agreement upon the agreement of the parties hereto.

**Section 4.** This document, including the schedules and seniority list hereto attached, constitutes the entire Agreement between the parties. Any notice required by this Agreement may be sufficiently given by written notice delivered to Bennington College, or to Local 200U, GSEU, SEIU, AFL-CIO, 55 Grant Ave, Albany, N.Y. 12212.

#### **ARTICLE 39 - EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION PLAN**

**Section 1.** Bennington College is committed to an environment free from discrimination as defined under all applicable state and federal laws. The College does not tolerate discrimination or harassment in its programs and activities on the basis of protected categories including race, color, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity and expression, marital status, genetic information, HIV test, and any other legally protected category. The parties agree that the College's general policy non-discrimination, Bennington College Discrimination and Harassment Policy and Procedures, apply to all employees covered under this Agreement.

**Section 2.** Employees who feel they may have been subjected to discrimination or harassment in violation of the College's policy should follow the complaint procedure provided in the policy.

#### **ARTICLE 40 – BACKGROUND CHECKS**

**Section 1.** The College shall conduct a background check on existing employees and new hires and shall periodically recheck. Employees shall execute all paperwork necessary to ensure the execution of a background check.

IN WITNESS WHEREOF, on this 2nd day of February, 2025, the parties hereto have hereunder signed this agreement by their respective officers and Representatives duly authorized hereto.

**SERVICE EMPLOYEES LOCAL 200UNITED  
GSEU, AFL-CIO**

**BENNINGTON COLLEGE**

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Kaseem Moultrie  
Organizer

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Heather Faley  
Associate Vice President for Human Resources

INSERT WAGES SCHEDULES A & B HERE

**SCHEDULE C  
VOLUNTARY COPE DEDUCTION FORM**

NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

HOME EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**SEIU Local 200United COPE**

I hereby authorize SEIU 200United to file this payroll deduction form on my behalf with my employer to withhold (**check one:** [ ☐ \$2] [ ☐ \$3] [ ☐ \$5]) per week, and forward that amount to SEIU COPE Fund.

I understand that I am not required to sign this form or make SEIU COPE contributions as a condition of my employment by my employer or membership in the Union; I may refuse to contribute without any reprisal. Only Union members and executive/administrative staff who are U.S. citizens or lawful permanent residents are eligible to contribute to SEIU COPE; the amounts on this form are merely a suggestion, and I may contribute more or less by this or some other means without fear of favor or disadvantage from the Union or my employer. SEIU COPE uses the money it receives for political issues of public importance and contributing to and spending money in connection with federal, state, and local elections. Contributions to SEIU COPE are not deductible for federal income tax purposes. This authorization shall remain in effect until revoked in writing by me to the below address.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Employer \_\_\_\_\_

SEIU Local 200United, 1153 West Fayette St., Suite 302, Syracuse NY 13201