

## **BCU Staff Unit – Tentative Agreement**

### **WAGES**

- \_\_\_1 During the first full pay period following ratification, bargaining unit employees shall receive a ratification bonus in the sum of \$1,900 (pro-rated based on FTE status). The ratification bonus shall be paid in the first full pay period following ratification. Bargaining unit employees must be employed by the College as of the date the ratification bonus is paid to receive the payment.
- \_\_\_2 Effective July 1, 2025, bargaining unit employees shall receive a wage adjustment based on the following schedule:

<b>Base Wage</b>	<b>Base Wage Adjustment on a full FTE- partial FTEs will be prorated (payable in equal increments based on established pay schedule)</b>
Under \$49,999	2.0% or the general salary adjustment, whichever is greater, plus \$500
\$50,000 - \$79,999	2.0% or the general salary adjustment, whichever is greater, plus \$250
Over \$80,000	2.0% or the general salary adjustment, whichever is greater

- \_\_\_3 Effective July 1, 2026, bargaining unit employees shall be entitled to a base wage adjustment of 2.0% or the general salary adjustment, whichever is greater.
- \_\_\_4 Effective on the date of ratification, the College will offer a \$14,000 equity-adjustment pool that it will use to adjust the base salaries of selected members of the bargaining unit. The College will determine, at its sole discretion, the manner by which base salaries are adjusted; equity adjustment decisions are not subject to the grievance process.
- \_\_\_5 Effective July 1, 2026, the College will offer a \$14,000 equity-adjustment pool that it will use to adjust the base salaries of selected members of the bargaining unit. The College will determine, at its sole discretion, the manner by which base salaries are adjusted; equity adjustment decisions are not subject to the grievance process.

### **RETIREMENT**

- \_\_\_1 Effective July 1, 2025, the College will contribute a minimum of 4.0% of base salary for each eligible bargaining unit employee to its TIAA-CREF Defined Contribution Plan. The College's Board of Trustees may, in its sole discretion, approve a higher contribution level. Bargaining unit employees may make voluntary contributions under the terms of the Plan.
- \_\_\_2 The Parties agree to reopen negotiations on or before April 15, 2026 for the sole purpose of negotiating a retirement contribution for the 2026-2027 fiscal year.

### **HEALTH AND WELFARE**

- \_\_\_1 The College shall make available to bargaining unit members, on a voluntary basis, group health insurance programs on the same terms and conditions as other employees of the College.
- \_\_\_2 The parties agree that the College will create a Benefits Committee. The sole purpose of the Benefits Committee will be to review the benefit programs offered by the College to bargaining unit members and

to make recommendations to the College. The Union shall appoint one bargaining unit representative to the Benefits Committee.

\_\_\_3 The College agrees to meet with the Union each year prior to open enrollment for the purpose of reviewing and discussing changes to the College's insurance programs. While the College retains the sole discretion in making changes to its insurance programs, the Union may provide feedback and make recommendations as to any such changes.

\_\_\_4 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:

A. Employees who earn less than \$60,000 per year:

Effective Date	Individual	2 Person	Family
January 1, 2026	\$1,500	\$2,750	\$2,750
January 1, 2027	\$1,500	\$2,750	\$2,750

B. Employees who earn \$60,000 per year or more:

Effective Date	Individual	2 Person	Family
January 1, 2026	\$750	\$1,250	\$1,500
January 1, 2027	\$750	\$1,250	\$1,500

### **COMPLETE AGREEMENT & WAIVER**

\_\_\_1 The specific written terms of this CBA set forth the complete agreement between the parties. Neither party has any obligation toward the other except as set forth herein. No extrinsic past practice or other evidence may be used to infer any additional obligations nor to interpret any of the provisions herein. In accordance with the Management Rights Article, the College is free to make any decision and take any action that does not violate an explicit term of this CBA. All verbiage in this CBA shall be interpreted according to the plain meaning of the words used.

\_\_\_2 During the term of this CBA both parties waive the right to demand bargaining over any matter involving the terms and conditions of employment for BUEs, except to the extent otherwise provided herein or as otherwise mutually agreed.

### **NO STRIKES OR LOCKOUTS**

\_\_\_1 The Union, its officials, its employees, its affiliates and its members agree that it will not call or engage in any strike, sympathy strike, slowdown, sickout, or other concerted stoppage of work at Bennington College, nor interfere in any way with the operations of the College during the term of this agreement.

\_\_\_2 Management agrees that it will not engage in any lockout of bargaining unit employees during the term of this agreement.

\_\_\_3 The prohibition on strikes, sympathy strikes, slowdowns, sickouts, other concerted work stoppages or lockouts shall not apply during the reopener for retirement contributions agreed to in Article \_\_\_ herein.

### **UNION MEMBERSHIP**

- \_\_\_1 The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the periodic dues uniformly required for membership and comply with the constitution and bylaws of the Union.

Those employees in the bargaining unit must become Union members no later than thirty (30) calendar days of the effective date of this Agreement or within thirty (30) days of hire for all future employees; provided, however that employees may choose not to join the Union and, in lieu of regular dues, to pay an agency fee equal to the core membership rate consistent with applicable law (Beck, 487 U.S. 735).

- \_\_\_2 The College agrees to deduct monthly and remit to the Union, by the fifteenth (15th) day of every month for the prior month, dues in the amount designated in writing by the Union and a list of the amount of the deduction by employee.
- \_\_\_3 The College will not discriminate against any of its employees because of Union membership or participation in Union affairs.
- \_\_\_4 The Union shall indemnify and protect the College against any form of liability and all claims relating to employee membership or non-membership in the Union and/or dues deduction.
- \_\_\_5 The College hereby agrees to honor BCU-AFT Vermont Committee on Political Action voluntary contribution deduction provisions from employees who sign a deduction form. The form which shall be used for such deductions shall be provided to the College by the Union and attached hereto.
- \_\_\_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.

### **REMOTE WORK**

If a supervisor/manager rescinds an employee's ability to perform work remotely based on the reasonable needs of the College, the employee will be given a minimum of four weeks' notice, including the reasons for the change, except that employees who are hired on as remote employees will be given a minimum of twelve weeks' notice.

### **MANAGEMENT RIGHTS**

- \_\_\_1 Management of the College is vested exclusively in the College. Except as otherwise specifically provided by an express provision of this Agreement, the Union agrees that the College has the right to: establish and/or discontinue bargaining unit positions; determine the number of such positions; determine the qualifications for such positions; hire employees (with or without a specified term of appointment); determine the duties and responsibilities for such positions; make specific job-related assignments; determine standards of conduct and standards of performance; conduct performance evaluations; extend/renew appointments; establish, modify or eliminate policies, procedures, rules and regulations, and direct and control College operations; alter, extend, reduce or discontinue existing programs, units, schools, courses, equipment, technology or other means/methods, facilities, and location(s) of operations; establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to establish, modify or discontinue office assignments; to schedule

hours of work; restructure the workflow for any and all employees affected by vacancies and/or extended absences; to determine how, when, and by whom instruction is delivered, including the introduction of new modes or platforms for teaching; expand and contract the College and its operations and business by acquisition, sale, merger or other means or enter into consortium agreements or other teaching or business arrangements; establish, modify, combine or eliminate any division, unit, operation or service or portion thereof; exercise sole authority on all decisions involving curriculum and academic matters; and to make all business decisions and take any other action that does not violate an explicit provision in this CBA.

- \_\_\_2 Management retains the right to utilize personnel not covered by the CBA, including but not limited to substitutes, casual and/or temporary personnel, consultants, other non-bargaining unit College faculty and/or College staff members and supervisory or managerial personnel, to do work that is also done by bargaining unit employees, including determining the methods of selection and assignment of such personnel.
- \_\_\_3 In the event of an emergency, the College retains the right to take such actions as it deems necessary and prudent when dealing with a public health or similar emergency.
- \_\_\_4 The list of Management Rights set forth in this Article is not exhaustive and does not exclude any other Management Right, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the College. During the term of this CBA the Union waives the right to bargain over management's exercise of its rights in accordance with this Article.

#### **SHARED GOVERNANCE**

- \_\_\_1 Management and BCU are committed to shared governance at Bennington College and nothing in this agreement will be construed to give management additional authority in the shared governance process. Nothing in this CBA restricts the College's right to utilize a shared governance model. The Union acknowledges and agrees that it has no role in any matters related to shared governance and hereby waives bargaining with respect to any such matters.

#### **NON-DISCRIMINATION**

- \_\_\_1 Bennington College is committed to a policy of non-discrimination as defined under applicable state and federal laws, including but not limited to Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities. The College does not discriminate in its programs and activities on the basis of race, color, age, sex, religion, disability, national or ethnic origin, sexual orientation, gender identity (perceived or actual), HIV test, or any other legally protected status.
- \_\_\_1a The College is committed to complying with the Americans with Disabilities Act ("ADA"), Vermont Fair Employment Practices Act ("VFEPA"), and all applicable laws providing for nondiscrimination in employment against qualified individuals with disabilities and other protected characteristics. The College will work with employees who have disabilities to develop reasonable accommodations that allow them to perform the essential functions of their job in a safe and efficient manner.
- \_\_\_2 The College also strictly prohibits retaliation against anyone acting in good faith who has filed a complaint under this policy, encouraged another person to make a complaint, or who has participated as a witness during an investigation of an alleged violation of this policy.

\_\_\_3 The Bennington College community aspires to live through intentional practices of inquiry, collaboration, empathy, and self-reflection. All community members, including faculty and staff, are expected to engage with thoughtfulness, integrity, generosity, honesty, and a commitment to non-discrimination. The Bennington College Standards of Ethical Conduct and Non-Discrimination, Harassment, and Bullying Policy builds on the shared values of the community.

\_\_\_4 The College and the BCU agree and affirm their mutual commitment to these principles.

## **RECOGNITION**

\_\_\_1 The College recognizes the Union as the sole and exclusive bargaining agency for all full-time and regular part-time Academic Services and Plan Coordinator, Academic Services First Year Counselor, Admissions Counselor, Admissions Visit Coordinator, Applications Coordinator, Assistant Director of Academic Services and Support, Assistant Director of Alumni Relations, Assistant Director, Career Development, Assistant Director of Counseling and Psychological Services, Assistant Director of Financial Aid, Assistant Director of Outreach and Support Case Manager, Assistant Director of Psychological Services, Assistant Director of Residential Education, Associate Director for Academic and International Student Services, Associate Director of Admissions, Associate Director of Enrollment Research & Analytics, Associate Director of International Admissions, Associate Director of the Prison Education Program, Assistant Director of Residential Life, Assistant Director of Student Engagement, Assistant Registrar, Director of Student Accessibility Services, Assistant Program Coordinator, Associate Registrar, Associate Writer, Buildings and Grounds/Conference Services Assistant, CAPS Multicultural and Diversity Fellow, Collection Services Librarian, Communications and Marketing Manager, Crossett Library Acquisitions Coordinator, Design Associate/Photographer/Videographer, Development Research Analyst, Enrollment Data Specialist, Financial Aid Counselor, First-Year Counselor, Full Stack Web Developer, InterLibrary Loan and Reserves coordinator, Managing Editor of the Bennington Review, Music Library & Program Coordinator, Nurse Practitioner, Office Assistant, Program Coordinator, Science/Math, Project Manager and Events Associate, Psychotherapist, Registered Nurse, Science Technician, Senior Assistant Director of Admissions, Senior Media and Classroom Technology Coordinator, Senior Postal Clerk, Shipping and Receiving Clerk, Social Media Manager, Software Analyst, Student Billing Coordinator, Student Employment Specialist, Student Health Center Assistant, Student Life Coordinator, Support and Infrastructure Manager, Systems Administrator, Technical Instructor in 3D Fabrication & Digital, Technical Instructor in Audio and Video, Technical Instructor in Ceramics, Technical Instructor in Costume Production, Technical Instruction in Drama Production, Technical Instructor in Lighting/Dance Production, Technical Instructor in Photography, Technical Instructor in Printmaking, Technical Instructor in Video and Design/Animation, Technical Instructor in Visual Arts, Technical Instructor of Science, Technical Instructor in Sound and Music.

\_\_\_2 Excluded from the bargaining unit are per diem employees, temporary employees, confidential employees, managers and supervisors as defined by the National Labor Relations Act; and all other employees.

## **SUCCESSORS**

\_\_\_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.

## **DURATION**

\_\_\_.1 This CBA becomes effective upon ratification and expires on April 15, 2027.

#### **PROFESSIONAL DEVELOPMENT**

\_\_\_.1. Effective upon ratification, the College shall create a Professional Development Fund to support employees in their professional development activities and shall offer \$10,000 in the Professional Development Fund for each fiscal year of this agreement. Bargaining unit members may submit a professional development proposal to the College and the College, in its sole discretion, shall determine approval. Any remaining balance in the Fund at the end of each fiscal year will not roll over to the next fiscal year.

#### **PROFESSIONAL ACTIVITY FUNDING FOR TECHNICAL INSTRUCTORS**

\_\_\_.1 Effective July 1, 2025 and each fiscal year of this agreement, the College will provide funding for professional activities for Technical Instructors in the amount of \$400 per year.

\_\_\_.2 Technical Instructors must submit expenses incurred for professional activity funding for approval by their supervisor.

\_\_\_.3 Unused professional activity funding may not be carried over from year to year.

## **SIGNED TENTATIVE AGREEMENTS**

### **SEPARABILITY**

**TA 6/10/24**

- \_\_\_1 In the event any of the terms or provisions of this CBA shall be or become invalid or unenforceable by reason of any federal or state law, directive, order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.
- \_\_\_2 In the event that any article or section of this CBA is held invalid or the enforcement of or compliance with any article or section of the CBA has been restrained under the above paragraph, upon mutual agreement of the parties to this CBA, the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### **LABOR MANAGEMENT MEETINGS**

**TA 09/18/24**

Labor/Management meetings will be normally held three times per year, but may be called as needed if mutually agreed upon by the College and Union. The parties will agree to an equal number of participants for each side. Agenda items will be agreed upon at least one week in advance, and will be limited to the topics on the agenda, unless mutually agreed upon.

### **BEREAVEMENT**

**TA 10-29-24**

- \_\_\_1 An employee is permitted up to five days with pay without charge to vacation time when there is a death in the employee's immediate family (spouse or partner, child, mother, father, mother-or father-in-law, brother, sister, brother-or sister-in-law, grandparents), or a death of another relative in the employee's immediate household.

### **PROBATION**

**TA 11-25-24**

- \_\_\_1 Newly hired employees shall be on probation for the first three months of employment. The probationary period may be extended for an additional three months upon mutual agreement of the parties. The College and the Union agree that any discipline or discharge during the probationary period shall not be subject to the grievance process.

### **JURY DUTY**

**TA 11-25-24**

- \_\_\_1 An employee must notify their supervisor and Human Resources as soon as they receive notice of jury duty. An employee will continue to receive their normal pay up to a maximum of two weeks on jury duty. If jury duty exceeds two weeks, the employee will be placed on unpaid leave.

### **GROUP LIFE INSURANCE**

**TA 11-25-24**

- \_\_\_1 Upon ratification, employees who meet benefits eligibility will be entitled to group life insurance equal to one times their annual salary up to a maximum of \$200,000 (subject to any plan restrictions).

### **EMERGENCY TIME OFF**

**TA 02-12-25**

- \_\_\_1 Employees who cannot work because of a personal emergency may be permitted time off with the approval of the department head. Employees must make up any time off taken. Time not made up will be charged as vacation. The parties agree that denials of requests for emergency time off shall not be grievable unless the denial is arbitrary and capricious.

### **PERSONAL LEAVE**

**TA 02-26-25**

- \_\_\_1 A maximum of three (3) months of personal leave may be approved at the College's discretion to an employee for personal reasons. All personal leaves are unpaid except an employee must exhaust all accrued but unused vacation time (and all sick time if the leave is due to illness) at the beginning of a leave. No additional time off benefits accrue during a

personal leave, nor do any other benefits apply, except the employee may elect to continue health insurance at their own expense. At the end of a personal leave the employee will not necessarily be returned to the same or a comparable position.

\_\_\_.2 If a personal leave is granted due to an employee's own serious health condition and directly follows an approved Family and Medical Leave, the employee may elect to maintain benefits during the leave for a maximum of three (3) months under the College's cost-sharing arrangements, but only insofar as the terms and conditions of these benefits permit continuation during the employee's leave. The College may request medical certification from the employee to support continuation of the benefit cost-sharing arrangements under this section. Should the employee not return to work, the employee may be required to pay the full benefit premium costs covered by the College during the employee's personal leave.

#### **USE OF LIBRARY AND RECREATION BARN**

**TA 02-26-25**

An employee's immediate family member and/or partner may use the library and Recreation Barn in accordance with applicable College policies.

#### **PERFORMANCE EVALUATIONS**

**TA 02-26-25**

\_\_\_.1 The College will conduct performance evaluations to provide feedback for employees to enable them to perform satisfactorily and to plan for training and skill development. The review process is an opportunity for the supervisor to provide feedback on job performance, identify areas where improvement is needed as well as training/skill development, clarify job duties and responsibilities, and set goals for the coming year. Performance evaluations are not subject to the grievance process.

\_\_\_.2 Within two months of the ratification of this CBA, the parties will meet to discuss and consider improvements to the evaluation form/process.

#### **SHORT TERM LEAVE**

**TA 02-26-25**

\_\_\_.1 The College will provide and administer Vermont Parental and Family Leave in compliance with state law.

#### **INCLEMENT WEATHER**

**TA 03-18-25**

\_\_\_.1 At times, the College may find it necessary to alter campus operations due to inclement weather. Employees should make every effort to come to work during inclement weather, but should not jeopardize their safety in doing so.

\_\_\_.2 An employee should notify/their supervisor if they expect to be delayed in arrival at work. For non-exempt staff, the loss of time due to the weather, will be made up as mutually agreed to by the employee and their supervisor or taken as vacation time (or unpaid if vacation time is not available). For exempt staff, the loss of a full day due to the weather will be taken as vacation time.

\_\_\_.3 As determined by the College, select 'essential staff' may be required to work during inclement weather or emergent situations.

\_\_\_.4. If the College is closed or employees are sent home due to weather conditions, employees will be paid for the day. Those employees required to work will get compensatory time off, if applicable, or may be entitled to overtime pay, depending on the situation.

#### **PARTIES**

**TA 03-18-25**

\_\_\_.1 This Collective Bargaining Agreement ("CBA") is between Bennington College ("College or Management") and Bennington College United, AFT Vermont ("BCU" or "Union"), AFL-CIO Local 491.

\_\_\_.2 The term "employee" or as used throughout this Agreement refers solely to members of the specific bargaining unit covered by this CBA (also referred to as Bargaining Unit Employees or BUEs) set forth in Article\_\_\_ Recognition; and the term "bargaining unit" as used herein refers solely to the particular bargaining unit covered by this CBA.



\_\_\_3. It is the intent and purpose of the parties to set forth this Agreement covering rates of pay, hours of work, conditions of employment and to provide harmonious and productive labor-management relations.

#### **POSITION POSTINGS**

**TA 03-27-25**

1. When the College determines that a bargaining unit position is available, management shall post the vacancy notice in a manner consistent with other employment opportunity postings for a minimum of 7 calendar days.
2. Any internal candidate who meets the minimum qualifications will be given an interview.
3. The position will be awarded to the candidate who is most qualified as determined by the College. If qualifications are relatively equal, the position will be awarded to the internal candidate. If qualifications are relatively equal for internal candidates, the position will be awarded to the most senior candidate, based on bargaining unit seniority

#### **SENIORITY**

**TA 03-27-25**

- \_\_\_1 An employee's seniority shall be equal to the length of continuous service in a position covered under the contract. Upon completion of the probationary period, the employee shall be placed on the seniority list dating from the first day of employment in the designated bargaining unit position.

#### **DISCIPLINE AND DISCHARGE**

**TA 03-27-25**

- \_\_\_1 Employees may be disciplined or discharged for just cause. The College normally uses a progressive disciplinary process consisting of three steps:
- a. The first step will consist of a conference with the affected employee, the supervisor and their respective shop steward if desired, to discuss the issue and to develop a plan for improvement. This plan will be reduced to writing with a definite timeline for improvement.
  - b. The second step will consist of a Written Warning and a conference to identify what the employee needs to do to take correct the issue.
  - c. The third step will consist of a Final Written Warning, with or without Suspension without pay, or Discharge, as determined by the College. This step may be repeated if a final written warning or suspension is given.
- \_\_\_2 At any juncture in the progressive disciplinary process, a Performance Improvement Plan may be implemented.
- \_\_\_3 The parties acknowledge and agree that severe acts of misconduct may result in immediate Suspension or Discharge, as determined by the College.
- \_\_\_4 Management will provide the employee and the Union delegate (if the employee consents) with a copy of any written discipline.
- \_\_\_5 Investigatory Interview: The College will inform an employee of their right to have a BCU representative for any investigatory meeting that could result in discipline.
- \_\_\_6 Only disciplinary actions involving a final written warning, suspension or discharge are subject to arbitration under the Grievance Process set forth in this CBA.

#### **FAMILY AND MEDICAL LEAVE**

**TA 03-26-25**

- \_\_\_1 The College will provide and administer Family and Medical Leave (FMLA) in compliance with applicable law.
- \_\_\_2 FMLA is unpaid, except, when the leave is taken:

- a. by the parent for the birth, adoption, or full-time foster child placement, or to care for the child after birth, adoption, or full-time foster placement, the College will provide three weeks of pay.
- b. for the employee's own serious health condition (except a childbearing parent as covered in Section 2a above), the College will provide three weeks of pay.
- c. The employee may, at the employee's option, use accrued paid vacation, or sick time as per Article \_\_\_\_\_, in addition to the paid leave in section a and b above. Paid leave time shall not extend the total FMLA leave time.

\_\_\_3. In compliance with applicable Federal and State law, an employee is generally eligible to continue benefits during their FMLA leave under the same conditions as would have been applicable if the employee had been employed during the leave period. The employee is responsible for continuing to pay any required premium contributions for benefits that are continued during family and medical leave. Employees are required to contact Human Resources to make arrangements to pay any required employee contributions.

## **PAID SICK TIME**

**TA 04-10-25**

\_\_\_1 Sick time is intended to cover an employee's absence from work due to illness, when an employee must care for an eligible family member or for scheduled medical or dental appointments for the employee or for an employee's eligible family members. Eligible family members for the purpose of this article include: the employee's spouse/partner, child (including children of civil union/domestic partners), parent or any other person residing in the employee's immediate household.

\_\_\_2 The amount of sick time an employee earns is based on FTE status. Sick time will be charged in hourly increments. Sick time is accrued on semi-monthly basis during the fiscal year (July 1 through June 30). Full time, 12-month (full-year) employees earn sick time in accordance with the following schedule:

<b>Semi-Monthly Sick Time Accrual Rate for full-time employees</b>	<b>Total sick time earned per fiscal year (12 months)</b>
2.91 hours	10 days (70 hours)

\_\_\_3 Part-time, benefit-eligible, employees earn sick time on a pro-rata basis, based on the employees' full-time equivalent (FTE) status.

\_\_\_4 Sick leave is cumulative to a maximum of 160 days. A physician's certificate may be requested by the College after three days' continuous absence. Accumulated sick time is not paid out to the employee upon termination or separation from employment for any reason.

\_\_\_5 Each year during the month of June, eligible employees may donate up to 8 hours of accumulated sick time to a Sick Leave Bank. Employees may only donate sick time if they have a sick time balance of 80 hours after donation.

\_\_\_6 Sick leave may only be donated in full hour increments. The College will notify bargaining unit members of their ability to donate time. Employees who wish to donate sick time must indicate their desire in the manner set forth by the College.

\_\_\_7 The Human Resources Office shall administer the Sick Leave Bank. Awards made from the Sick Leave Bank shall be restricted to non-work-related 'serious medical conditions' as determined under the Federal Family Medical Leave Act. In order to be eligible to request Sick Leave Bank, an employee must anticipate (or have) exhausted all accrued but unused sick and vacation time. Time granted under the Sick Leave Bank may only be used for the qualifying reason as approved and not for any other purpose. If time awarded is not utilized, the time must be returned by the employee to the Sick Leave Bank. An employee is limited to 40 hours of Sick Leave Bank time in any 12-month rolling period.

\_\_\_8 The College's administration of donated time and all decisions relating to awards or non-rewards from the sick leave bank shall not be subject to the grievance process set forth in this CBA.

## **HEALTH AND SAFETY**

**TA 04-10-25**

\_\_\_1 Bennington College will provide a workplace that complies with applicable law regarding safety in the workplace.

\_\_\_.2 The College's safety committee will include one member of the bargaining unit. If at any time there is no member of this bargaining unit on the Safety Committee, the Union may recommend the appointment of one Staff representative to the Safety Committee in consultation with the Chair of the Safety Committee. The staff member should have experience on health and safety issues.

\_\_\_.3 Management will offer a de-escalation training of the College's choice at least once per academic year to any staff member who wants to take the training.

\_\_\_.4 All work-related injuries should be reported to the employee's supervisor and Human Resources within 24 hours. In the event that the Human Resources Office is not open on the date of the injury, the report should be made on the first business day that it is open. Employees must file a First Report of Injury form and related Department of Labor forms provided by the Human Resources Office. Employees must maintain regular contact with the employee's supervisor and Human Resources regarding their return-to-work status and other case details.

### **TUITION EXCHANGE PROGRAM**

**TA 04-10-25**

\_\_\_.1 The College will continue to offer the Tuition Exchange (TE) Program benefits under the terms set forth by the Tuition Exchange Scholarship Program and subject to additional terms set forth in applicable College policies. Eligibility to participate in the Tuition Exchange Program is as it exists at the ratification of this agreement. If changes to the program are proposed, or are made, the College will notify the BCU within seven days of such proposed changes. Application for a student's participation in the TE program does not guarantee acceptance by a member TE institution, nor does it ensure the award of a scholarship.

### **COURSES AT THE COLLEGE**

**TA 04-10-25**

\_\_\_. 1 An employee who has been employed at the College for one year, or their spouse/partner, is permitted to take one undergraduate course per term, tuition-free, at Bennington College. Children of employees who have been employed at the College for two years or more may take up to two individual courses per term at the College tuition-free. This benefit is subject to open availability in a given course as determined by the College, and subject to additional terms, including eligibility, set forth in applicable College policies.

### **TUITION BENEFITS FOR CHILDREN OF EMPLOYEES**

**TA 04-10-25**

\_\_\_.1 Children of employees who have worked at the College for two years or more years and who have been accepted by the Admissions Office in accordance with regular undergraduate admission standards and procedures, may matriculate for the Bennington degree and receive tuition benefits equal to the cost of tuition minus any federal and state grants for which they are eligible. This benefit is subject to additional terms, including eligibility, set forth in applicable College policies.

### **HOLIDAYS**

**TA 04-15-25**

\_\_\_.1 The total number of paid holidays per year is seventeen days. A schedule of holidays is set and published annually by the College and includes two floating holidays, Martin Luther King's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Staff Appreciation Day and an end of year Winter Break which includes Christmas, New Year's Day and five additional days.

\_\_\_.2 In the event that management makes the determination that staffing is required on a holiday, except in extraordinary circumstances, the College will inform employees when they are required to work on a holiday at least four (4) weeks in advance.

\_\_\_.3 New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day are designated as premium holidays, and any staff member required to work on a premium holiday will be given an equivalent day and one half off or if this is not possible, they shall receive an additional day and one half of pay. On all other holidays, any staff member who is required to work will be given an equivalent day off or if this is not possible, they shall receive an additional day of pay.

## **GRIEVANCE PROCESS**

**TA 04-17-25**

\_\_\_.1 A grievance is a claim presented in writing to Human Resources that an explicit term of this Agreement has been violated, misinterpreted or misapplied. This is the sole and exclusive procedure for the resolution of such claims. Any dispute or issue between the College and the Union that does not meet the definition of "grievance" as defined above may be discussed through the grievance process in an effort to achieve a resolution but may not be submitted to arbitration.

\_\_\_.2 Initial Filing. A Grievance must be reduced to writing and delivered to [hroffice@bennington.edu](mailto:hroffice@bennington.edu) within seven (7) business days from when the action on which the Grievance is based first occurred or when reasonably should have been known by the affected BCU campus safety bargaining unit member(s). The written Grievance must clearly indicate the matter is a Grievance; identify the affected bargaining unit employee(s) to the extent practicable; be signed by the Union steward or Union representative; describe the action being challenged, including the date on which the action first occurred, and the specific provision(s) of this Agreement allegedly violated; and specify the relief requested.

\_\_\_.3 The following procedure will apply after a timely Grievance has been filed:

Step 1. A Step 1 meeting will be held with the employee's supervisor at a mutually agreed time within seven (7) business days of delivery of the Grievance. The purpose of this meeting is for the aggrieved employee(s) and Union representative(s) to explain why they believe the action in question violated the Agreement. The employee's supervisor or designee will issue a written Step 1 Answer within seven (7) business days of the Step 1 meeting.

Step 2. If not resolved at Step 1, the Union may initiate a Step 2 review by delivering a written notice to the department head within seven (7) business days of delivery of the Step 1 Answer. A Step 2 meeting will be held at a mutually agreed time within seven (7) business days of delivery of the Step 2 Notice. The purpose of this meeting is for the Grievant(s) and Union representative(s) to explain why they believe the action in question violated the Agreement. The department head or their designee will issue a written Step 2 Decision within ten (10) business days of the Step 2 meeting.

Step 3. If not resolved at Step 2, the Union may initiate a Step 3 review by delivering a written Notice to Human Resources within seven (7) business days of delivery of the Step 2 Decision. A Step 3 meeting will be held at a mutually agreed time within ten (10) business days of delivery of the Step 3 Notice. The purpose of this meeting is for the Grievant(s) and Union representative(s) to explain why they believe the action in question violated the Agreement. The Associate Vice President for Human Resources or their designee will issue a written Step 3 Decision within ten (10) business days of the Step 3 meeting.

Step 4. If the dispute remains unresolved following Step 3, the Union may file a demand for arbitration with the American Arbitration Association (AAA) within twenty (20) business days of the Step 3 Decision. The AAA's rules for labor arbitrations will apply. Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, including the fees and expenses of the Arbitrator, shall be borne equally by the parties. The Arbitrator must follow the terms of the Agreement as written according to the plain meaning of the words used and may not infer any obligation beyond what is expressly provided for by those terms. The Arbitrator shall have no power to add to, subtract from, or change any provision of the CBA, or pass upon, or decide any question except the grievance submitted. No evidence of past practice prior to the effective date of this CBA may be introduced or considered in support of a grievance. The Arbitrator's decision will be final and binding on both parties, subject only to a court challenge.

\_\_\_.4 Any settlement reached between the College and the Union at any stage of the grievance procedure shall not be precedent setting, unless agreed to by the parties.

\_\_\_.5 The parties agree that the time limits set forth above must be strictly enforced. Such time limits may only be extended by a written agreement between the parties. If the "Union fails to file the initial grievance by the deadline, or fails to advance the grievance to the next step by the deadline, the grievance shall be waived and the case closed. If the College fails to respond by the deadline, the grievance will automatically advance to the next step. As used herein, business days means regular weekdays, exclusive of weekends and holidays as observed by the College.

#### **PAYROLL PROCEDURES**

**TA 04-17-25**

\_\_\_.1 The College will continue to pay an employee on the employee's current payroll schedule (weekly or semi-monthly) in effect as of the date of ratification. An employee's payroll schedule is subject to change based on a change in position or classification.

#### **LAYOFF, REDUCTION IN FORCE AND RECALL**

**TA 04-21-25**

\_\_\_.1 The decision to lay off employees (or reduce hours) and the extent of such layoffs (or reduction in hours) shall be reserved in the sole discretion of the College. The College will consider the following factors to determine the order of layoff: (1) ability to perform the remaining work (2) documented performance issues (defined as a final written warning or suspension within the last 12 months); and (3) seniority.

\_\_\_.2 The Union may request to meet with the College to discuss alternatives to layoffs. At the time of the layoff, any affected employee may apply to any posted position provided they meet the position requirements, as determined by the College. The employee must follow the College's standard application process.

\_\_\_.3 In the event that the College decides to layoff or reduce hours, the College will give the employee a minimum of 30 days' notice (or pay in lieu of notice up to a maximum of 30 days).

\_\_\_.4 Any employee laid off shall be placed on the recall list for a period of 9 months. The College shall recall employees in reverse order of layoff, provided the employee meets the qualifications for the position to which they are being recalled; job position qualifications are determined solely by the College and are not subject to grievance or any other provision of the CBA. If a recalled employee fails to respond within 3 days of a recall notice from the College and fails to report to work within 5 days of notice to return, the employee will lose all rights of recall.

\_\_\_.5 The decision for a reduction in force shall be reserved in the sole discretion of the College.

\_\_\_.6 The College and the Union agree that any decision made by the College relative to layoff or reduction in force shall not be subject to the grievance process.

#### **SUBCONTRACTING**

**TA 04-29-25**

\_\_\_.1 The College retains the right to subcontract but will inform the Union in advance in writing if such will directly result in the layoff of any existing bargaining unit employees.

\_\_\_.2 Before the College subcontracts bargaining unit work that would result in a layoff, or the elimination of a position, the College will provide the Union with at least thirty (30) days' advanced notice, except where emergency requirements prevent such notice, in which case the College will notify the Union as soon as possible.

\_\_\_.3 Any employee laid off because of subcontracting will receive severance equal to one week for every full year of service (based on dates of employment), with a minimum severance benefit of 2 weeks and a maximum benefit of 12 weeks.

#### **HOURS OF WORK**

**TA 04-29-25**

\_\_\_.1 The normal work week for full-time bargaining unit employees is thirty-five (35) hours per week. The workweek begins at midnight on Sunday and ends at 11:59 on Saturdays.

\_\_\_.2 Work schedules are solely determined by the College and will be posted at least one week in advance. The College reserves the right to change work schedules as needed.

\_\_\_.3 The College will determine when overtime work is needed. Overtime work opportunities will be granted to volunteer(s) with the needed skills as determined by management based on seniority. In the event no one volunteers, the

College reserves the right to mandate employee(s) with the needed skills on a rotating basis starting with the least senior employee(s) and or use non-bargaining unit personnel.

#### **OVERTIME**      **TA 04-29-25**

\_\_\_.1      Overtime compensation will be paid in accordance with the requirements of the Fair Labor Standards Act (FLSA), as amended. Nonexempt employees will be paid overtime at a rate of time and a half (1.5) the employee's regular hourly rate for all hours in excess of 40 hours of time actually worked per week, unless the employee desires compensatory time, provided the compensatory time has been authorized by their supervisor. For non-exempt employees, compensatory time must be taken in the same week as earned. If the supervisor indicates that this time cannot be taken in the same week, pay for these hours will be included in the employee's next paycheck.

\_\_\_.2      Exempt employees who work in excess of 40 hours of time actually worked per week will receive compensatory time, provided the compensatory time has been authorized by their supervisor. Compensatory time for exempt employees must be taken in the same pay period as earned. If the supervisor indicates that this time cannot be taken in the same pay period, pay for these hours will be included in the employee's next paycheck.

\_\_\_.4      There shall be no pyramiding of overtime with other premium pay.

#### **TRAVEL** **TA 04-29-25**

\_\_\_.1      Reasonable travel expenses, as determined by the College, will be reimbursed to an employee who has to travel on approved, work-related business.

#### **VACATION**      **TA 04-29-25**

\_\_\_.1      Generally, vacation time is to be used for planned absences from work. However, accrued but unused vacation time may also be used in other circumstances (such as select approved leave situations, where applicable under state/Federal law). Vacation time must be scheduled by mutual agreement between the employee and the supervisor. Employees are encouraged to be mindful of the academic cycle and/or peak work periods and must plan vacation time accordingly throughout the year. The employee must complete, and have approved in advance, a vacation request in the College's payroll system.

\_\_\_.2      The amount of vacation time an employee earns is based on length of continuous service in a bargaining unit position. Length of service is determined by the number of fully completed years of continuous service from the employee's date of hire in a bargaining unit position.

\_\_\_.3      Vacation time will be charged in hourly increments. Vacation time is accrued on semi-monthly basis during the fiscal year (July 1 through June 30). Full time, 12-month (full-year) employees earn vacation in accordance with the following schedule:

<b>Years of Service</b>	<b>Semi-monthly Vacation Accrual Rate for full-time employees</b>	<b>Total vacation earned per fiscal year (12 months)</b>
Less than 20	5.83 hours	20 days (140 hours)
20 or more	7.29 hours	25 days (175 hours)

\_\_\_.4      Part-time, benefit-eligible, full-year employees earn vacation on a pro-rata basis, based on the employees' full-time equivalent (FTE) status.

\_\_\_.5      All earned vacation may be carried into the next year but not to a subsequent year. For example, a full-time employee earning 20 vacation days per year may carry a maximum of 140 vacation hours (20 days) into the subsequent fiscal year. Except as provided for in subdivision 7 below, accrued but unused vacation time is not payable upon separation from employment.

\_\_\_.6      Employees working less than 12 months are not eligible for paid vacation time.

7. Employees who provide at least two weeks advanced notice of separation are eligible to receive a payout of up to ten (10) days of accrued but unused vacation time. Employees must work during the notice period to be eligible for payout.

For Bennington College: \_\_\_\_\_

For BCU: \_\_\_\_\_

Alex Litchfield

CMcK

Catherine McKeen (Jun 21, 2025 09:21 EDT)

K. Darcy O'H

Karl Darcy O'H (Jun 20, 2025 20:07 GMT+1)

Edith

Dr

John P. Pwe (Jun 20, 2025 22:38 GMT+2)

Laura Crosslin

Laura Crosslin (Jun 23, 2025 08:54 EDT)

Liam Hefta

Liam Hefta (Jun 23, 2025 12:46 EDT)

Lua Piovano-Marcotte

Lua Piovano-Marcotte (Jun 20, 2025 15:11 EDT)

\_\_7. Employees who provide at least two weeks advanced notice of separation are eligible to receive a payout of up to ten (10) days of accrued but unused vacation time. Employees must work during the notice period to be eligible for payout.

For Bennington College: \_\_\_\_\_



For BCU: \_\_\_\_\_

Alex Ischfield

CMG

K. Dwyer

Edith

Dr.

Leann Gordin

Smith

Lisa Piovano-Mascotte