

UVMSU Bargaining Agreement FAQs For Supervisors and Managers

Last Updated: August 17, 2022

On May 20, 2022, the University of Vermont (UVM) and UVM Staff United (UVMSU) agreed to the terms of a three-year contract for employees who are represented by UVMSU. The following questions and answers are designed to give guidance to supervisors and managers of these UVMSU represented employees.

1. How do I know if an employee is represented by UVMSU?

To verify the union status of an employee, please contact the HR Rep for your department, or e-mail HRS at hrsinfo@uvm.edu.

2. When did the UVMSU collective bargaining agreement (“CBA” or “UVMSU contract”) go into effect?

The CBA was ratified on May 20, 2022. The agreement is effective as of that date, and UVM is working to update its systems by July 1, 2022.

3. Does this CBA apply to all represented employees at UVM?

No, this CBA applies solely to employees in the UVMSU bargaining unit.

4. Do any of the contract terms or salary increases apply to temporary or student employees?

No. The contract terms do not apply to temporary or student employees. Neither temporary nor student employees are eligible to receive the salary increases in the collective bargaining agreement.

5. What are “Management Rights” as they relate to UVMSU employees?

To see the description of “Management Rights” please refer to Article 4 of the CBA. If you have further questions, please contact Labor and Employee Relations at uvmler@uvm.edu.

6. When do supervisors need to tell UVMSU employees of their right to union representation?

Represented employees have a right to union representation when a supervisor is calling them to a meeting to issue discipline, or to ask them questions that they reasonably believe may lead to discipline. In either of these circumstances, supervisors must inform employees of their right to union representation. Article 12 of the CBA specifically outlines this requirement.

7. If a represented UVMSU employee has questions for the union, where should I direct them?

UVMSU employees should contact their [Union Representative](#). Emails can also be sent to the general email uvmstaffunited@gmail.com.

8. When was the wage increase applied for FY22?

In the June 15, 2022 payroll, UVMSU employees received a lump sum FY22 retroactive salary increase payment, prorated for latest start date, term, and FTE as of 05/20/2022. This amount reflected a base wage increase of \$3,500 for 1.0 FTE, 12-month staff who were on the payroll between July 1, 2021 through May 20, 2022.

9. Will retirement contributions be made on the June 15th lump sum payment?

Yes. If an employee is already receiving 403b contributions prior to the June 15 payroll, they will receive retirement contributions on the lump sum payments.

10. Will an employee receive the FY22 lump sum payment if they retired or otherwise separated from the University prior to May 20, 2022?

No. Employees who separated from the University prior to May 20, 2022 are not eligible to receive the lump sum payment.

11. What if the employee retired or left the University between May 20, 2022 and June 15, 2022?

If they are otherwise eligible for the lump sum payment and leave the University after May 20, 2022 but before June 15, 2022, they will receive the full lump sum payment due to them.

12. What if an employee worked overtime during FY22 or worked on-call hours?

Additional adjustments for overtime, on-call and call-in pay will be made for non-exempt employees only, based on the recalculated FY22 base salary/hourly rate. These payments will be included in the June 30, 2022 and July 15, 2022 payrolls.

13. What if an employee received additional pay during FY22?

Payments made via eAPF during FY22 will not be eligible for adjustments.

14. Will the lump sum and any additional overtime/on-call be taxable in 2021 or 2022?

Because employees will receive this money in calendar year 2022, it will be reflected on their W-2 for 2022.

15. What are the salary increases for UVMSU employees in FY23 and FY24?

UVMSU employees will receive a 3% salary increase effective July 1, 2022 for FY23, on top of their base salary adjustment for FY22. The July 15, 2022 paycheck will reflect the FY22 base salary increase plus the FY23 3% increase.

A 3% salary increase for FY24 will be reflected in paychecks as of July 1, 2023.

16. Where should I direct a UVMSU employee who has questions about their wages?

Wage adjustment questions should be directed to hrsinfo@uvm.edu.

17. How are salaries set for new hires?

Under Article 23.9.B. in the collective bargaining agreement with Staff United, salaries for new hires are set to maintain equity with current employees in the same classification title and the same department, based on experience. No consideration is given to differences in job duties between new hires and existing employees in the same classification title. Class and Comp reviews the experience of new hires based on their resume and the salary justification submitted by the department. It is then compared to the experience of existing employees, and the salary is set appropriately.

18. How do UVMSU members pay dues to the Union? How much are dues for a UVMSU member?

UVM will collect UVMSU membership dues on behalf of the union. We anticipate that collection of dues will

begin with the 7/15 paycheck. UVMSU employees with questions about dues should reach out to their union representative.

19. Do all UVMSU represented employees pay dues to the union?

All employees in certain job classifications are represented by UVMSU unless they were individually excluded in the certification process prior to the voting in 2021. This means that UVMSU is their sole representative for matters relating to their employment such as wages, benefits, job security, etc. However, each employee has the option to join the union as a dues-paying member; no represented employee can be forced to pay dues to the union.

20. Can an employee choose not to be a UVMSU member?

If an employee's position has been determined to be in the bargaining unit, it is not possible to opt out of representation. However, no employee is required to join the union as a dues-paying member.

21. Should employees expect to see a change to their parking permit payroll deduction?

Yes, parking permit fees are deducted as a percentage of base pay. Parking permit fees were automatically adjusted with the wage increase reflected in the June 15, 2022 Payroll, and will be further adjusted in the FY23 payrolls. Details about the cost of parking permit fees can be found on the Transportation and Parking Services website.

22. What is Paid Time off (PTO) under the UVMSU contract?

For employees represented by UVMSU, Paid Time Off (PTO) includes time accrued for vacation, personal days and cultural holidays. This is separate and distinct from paid sick leave or bereavement time. A detailed description of how and when PTO may be used can be found in Article 28 of the UVMSU contract.

23. When will the change to PTO be reflected in PeopleSoft?

Human Resource Services is actively working to reconfigure the PeopleSoft interface to accommodate this new category of leave, and transition affected employees to its accruals and use. We anticipate that the transition should be complete in July 2022. Accruals will be retroactively adjusted as needed. More information will be made available soon.

24. Cultural Holidays and Personal Days are now considered PTO. What happens to an employee's unused cultural holidays or personal days?

Any unused personal days or cultural holidays from 2022 should be used by December 31, 2022. If they are unused they will be forfeited as of that date. Beginning January 1, 2023, PTO will accrue and may be used as one category of accrued time.

25. Are supervisors responsible for monitoring PTO for their employees?

No, employees are responsible for managing their own PTO to ensure their balance does not reach the maximum allowed accrual. The maximum accrual is up to two times an employee's annual allocation of PTO. For details regarding these amounts, please see Article 28 of the UVMSU contract.

26. How should supervisors consider various types of employee PTO requests?

As they previously did with requests to use vacation time and personal days, supervisors should grant requests for the use of PTO whenever possible, while balancing departmental business needs. Individual

departments may develop their own procedures for requesting and approving time off, and employees must follow those procedures.

27. When a UVMSU employee separates from UVM will their PTO be paid out?

Beginning January 1, 2023, employees represented by UVMSU who terminate employment with UVM for any reason other than just cause will be paid out their unused PTO, but not their sick time, up to a maximum of 270 hours. Probationary employees are not eligible for payout of unused PTO. For the remainder of 2022, employees will be paid out up to 270 hours of vacation, but not personal time or cultural holidays.

28. Can employees use PTO during their probationary period?

Employees can use up to 5 days of PTO during their probationary period with their supervisor's permission. Every PTO day taken during an employee's probationary period adds an additional day to the length of their probation.

29. How many cultural holidays is a UVMSU employee entitled to?

Under the UVMSU contract, an employee may designate up to 3 of their PTO days as paid cultural holidays. Generally, employees cannot be required to work on a day they have designated as a cultural holiday, unless their absence would cause an unavoidable hardship to the department where they work. If they are required to work on a day they have designated as a cultural holiday, non-exempt employees will receive their regular pay for that day, plus time-and-a-half for all hours worked. Exempt employees who are required to work on a cultural holiday will receive compensatory time at straight time for all hours worked.

30. What benefits are available to domestic partners?

Domestic partners of non-represented and UVMSU staff are now eligible to receive health insurance benefits.

31. Will benefits for domestic partnership be retroactively applied back to May 20, 2022?

No. There will be a special enrollment period in July for eligible employees to add domestic partners and their dependent children to their health insurance. Coverage will commence on August 16, 2022.

32. Are there changes to the Tuition Remission Benefit for UVMSU Employees?

Dependent children who utilize the tuition remission benefit must complete their degree by age 26 and may receive a maximum of 140 credit hours of tuition remission. Dependent children who were enrolled prior to May 20, 2022 will still be subject to the previous requirements: they must complete their degree by age 28, and may receive a maximum of 150 credit hours of tuition remission.

33. What are the changes to the parental leave for UVMSU Employees?

Eligible UVMSU represented employees will receive their fully salary, or full regular straight time pay, for up to eight weeks of paid parental leave. More details about this benefit can be found in Article 31 of the CBA. Questions should be directed to the Leave Manager in Human Resource Services.

34. Does Paid Parental Leave (PPL) need to be taken all at once?

PPL of up to eight weeks must be used in a continuous block. However, PPL can be paused or broken up if the employee receives paid short-term disability (STD).

35. What is a “Sick Leave Bank”?

A sick leave bank is an aggregation of sick leave days contributed by UVMSU employees for use by UVMSU employees under certain circumstances. The details of this program are laid out in Article 30 of the UVMSU contract.

36. How can UVMSU employees contribute to the “Sick Leave Bank”?

UVMSU represented employees can donate up to 5 sick days and as many PTO days as they wish, as long as they have a balance of 20 hours in each bank after donation. Each year during the benefits open enrollment period and during the month of June, eligible employees will receive an email from the University providing this information. Employees will need to submit a form if they wish to donate time to the sick bank.

37. How does a UVMSU employee request hours from the “Sick Bank” and under what circumstances would the hours be awarded?

A UVMSU employee must meet the criteria for receiving time from the Sick Leave Bank as defined in Article 30 of the CBA. UVMSU’s Sick Leave Bank Committee will establish an application process for bargaining unit members to request time from the Sick Leave Bank.

38. The business unit believes an on-call/call-in program needs to be established, or the on-call management program/process needs to be reviewed. How does that occur? Who should we contact?

Please direct Inquiries of this nature to your Labor and Employee Relations representative.

39. What does it mean to be in “on-call” status receiving a stipend? If a UVMSU employee is called in to work while on call, how is that time paid?

An “on-call” employee has been designated by management to be available to report to the worksite when notified. The terms and requirements of on-call status are governed by Article 37 of the CBA.

40. Can a manager designate an employee to serve on-call?

Department managers should first ask for qualified volunteers and where feasible, use a rotational system. However, if there are not enough volunteers, management reserves the right to assign an employee to on-call status.

41. What is a grievance?

In accordance with the State Employees Labor Relations Act (SELRA), a “grievance” is an employee’s, a group of employees’ or the Union’s expressed dissatisfaction with aspects of employment or working conditions under the CBA or the discriminatory application of a rule or regulation which has not been resolved to a satisfactory result through informal discussion with immediate supervisors. Grievances for employees represented by UVMSU are covered by Article 13 of the CBA.

42. A grievance has been presented to the supervisor of a UVMSU employee. Whom should they contact?

When presented with a grievance by a UVMSU representative or an employee, a supervisor or manager must inform and seek guidance from their Labor and Employee Relations representative as soon as possible. Grievances have strict timelines that must be met, so immediate attention is required.

43. A UVMSU represented employee asked to have a union representative or steward at their performance evaluation meeting. Are they allowed to have them present?

No. Performance feedback meetings between a supervisor and an employee are not investigatory or disciplinary in nature and union representation is not appropriate.

44. A UVMSU employee would like to give response to their performance evaluation. Are they able to do that?

Yes, employees have the right to respond in writing to an evaluation and to have their response included with the evaluation. If they have a concern about the content of the evaluation, they may request a meeting with management and a Union Steward to discuss and suggest changes. Employees must request this meeting within 30 days of the evaluation meeting.

45. Are performance evaluations of UVMSU employees grievable?

A performance evaluation is only grievable if the overall evaluation is “unsatisfactory.” For evaluations with a rating of satisfactory or better, a performance evaluation is not grievable.

46. A newly-hired UVMSU represented employee shared that they have to attend a “New Employee Union Orientation.” Does the department need to accommodate this with respect to their initial employment days?

Yes. Supervisors and departments should be aware that time will be allocated in the New Employee Orientation process for a representative of the Union to discuss Union membership and the Union contract. While employees are not required to attend these sessions, the University is required to allow employees to attend.

47. Can a UVMSU-represented employee grieve a Telework Agreement?

Telework Agreements must be consistent with the requirements of the University’s Telework Policy. UVMSU employees may grieve final telework decisions only on the grounds that they were made in an arbitrary or capricious manner. The process and details are laid out in Article 22 of the UVMSU contract. If you receive a telework grievance, or are experiencing challenges with a telework agreement, please contact your LER representative.

48. A UVMSU employee believes they have been given an excessive workload. What are their rights under the UVMSU contract?

Concerns about workload are governed by Article 19 of the CBA. In accordance with that Article, an employee who believes they have been assigned an excessive workload may request a meeting with their supervisor to discuss their workload. Please notify your LER representative if an employee requests a meeting to discuss excessive workload.

49. Do UVMSU represented employees have a right to attend membership meetings and contract ratification meetings?

Employees who are Union members may be excused from work to attend monthly membership meetings and contract ratification meetings, wherever possible. Members who are regularly scheduled to work during these meetings may request and use appropriate leave time. These requests must be reviewed in consideration of the operational needs of the department, but should be granted where possible.

50. A UVMSU Steward is requesting time to participate in an investigation and/or process grievances. Can they do this during the workday?

In accordance with Article 8 of the CBA, where possible, stewards should meet with employees during non-work time, such as during breaks or before or after the workday. However, when meeting during non-work time is not possible, union stewards should be permitted reasonable time off during the workday without loss of pay and without charge to accrued leave time, as long as the activities do not significantly interfere with their ability to perform their assigned duties. In consideration of departmental needs, a steward should seek permission to participate in such activities at least 24 hours in advance.

51. What is the standard probationary period for a new UVMSU employee?

In most cases, an individual hired as a full-time or regular part-time employee will have a probationary period of 4 months. If you wish to extend an individual's probationary period, please reach out to your LER representative.

52. A newly hired regular employee is coming directly from a temporary role at UVM. Does this affect their probation period length?

If an individual is hired as a regular employee directly following a period of temporary employment, their temporary employment may, in the University's sole discretion, count toward their probationary period. If you are considering counting time as a temporary employee toward a new employee's probationary period, please contact LER for assistance.

53. As a Manager or Supervisor, can I extend an employee's probationary period?

The probationary period may be extended by the supervisor for up to 1 month, with notice to the union and the employee. The probationary period could be extended for a second month, with mutual agreement by the union and the employee. Please contact your LER representative for guidance.

54. If a UVMSU represented employee is terminated during their probationary period, can they grieve it?

No. Employees who are discharged during their probationary period do not have recourse to the grievance process.

55. What options does a UVMSU employee have if their employment is terminated?

Article 26 of the CBA governs options for employees who are involuntarily separated other than for cause after their probationary period. Article 26 rights do not apply to an employee who medically cannot return to work after exhausting paid and unpaid medical leave. Generally, employees in this situation may choose Job Placement, Severance, or Recall Rights in accordance with the terms of the CBA. For employees on restricted funds or limited term appointments, severance is only available if they have six or more years of UVM service.

56. Upon involuntary separation, is a UVMSU represented employee who receives severance or recall rights eligible for payout of their PTO?

Yes. UVMSU employees who are involuntarily separated are eligible for payout of their PTO consistent with the terms of Article 28 of the CBA. However, employees who have not completed their probationary period and employees who are terminated for cause are not eligible for payout of their PTO.

57. Can a UVMSU employee request to see their personnel file?

Yes, employees can review their personnel files by making an appointment with the appropriate manager or supervisor. If you receive a request from an employee to review their personnel file, please contact LER for assistance.

