

**A G R E E M E N T**

**Between**

**UNIVERSITY OF VERMONT**

**and**

**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN  
and HELPERS UNION NO. 597**

**August 30, 2004 – June 30, 2007**

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**ARTICLE 1**  
**RECOGNITION**

The Board of Trustees of the University of Vermont recognizes the Chauffeurs, Teamsters, Warehousemen and Helpers Union No. 597 as the exclusive bargaining representative for all full-time and regular part-time police officers, service officers and dispatchers employed by the University in accordance with the Order of Certification issued by the Vermont Labor Relations Board on May 1, 1996 in Docket No. 95-79. Excluded from the bargaining unit are all temporary employees, work study students, supervisors, managers and confidential employees.

**ARTICLE 2**  
**DEFINITIONS**

1. Board: The term “Board” as used in this Agreement refers to the Board of Trustees of the University of Vermont acting on its own or acting through the administration of the University.

2. The term “University” as used in this Agreement refers to the Board and/or the administration of the University of Vermont.

3. Union: The term “Union” as used in this Agreement refers to the Chauffeurs, Teamsters, Warehousemen and Helpers Union No. 597.

4. Employee: The term “employee” as used in this Agreement refers to an employee who is a member of the bargaining unit, as defined by the certification of the Vermont Labor Relations Board Docket #95-79.

5. Full-time employee: The term “full-time employee” as used in this Agreement refers to an employee who is employed in a regular capacity of at least 75% of a 12 month work year of 37 ½ to 40 hours a week or an employee in a regular capacity of 100% of an academic year or 9, 10 or 11 months for 37 ½ to 40 hours a week.

6. Regular part-time employee: The term “regular part-time employee” refers to any employee who is employed in a regular capacity of 50-74% of a 12 month work year of 37 ½ to 40 hours per week or 50-99% of an academic year of 9, 10 or 11 months for 37 ½ to 40 hours per week.

7. Temporary employee. The term “temporary employee” as used in this Agreement refers to an individual who is (a) employed on a non-regular basis and works less than 800 hours in

a calendar year or (b) is hired specifically as a replacement for a unit employee on leave of absence who is expected to return to work at the expiration of the leave.

### **ARTICLE 3 MANAGEMENT RIGHTS**

1. All the rights and responsibilities of the Board of Trustees of the University of Vermont which have not been specifically modified or limited by this Agreement shall be retained by the Board and may be exercised by the Board in its sole discretion, acting directly or through its agents, including the administration. Such rights and responsibilities shall include but shall not be limited to those which have been reserved to the Board through legislative acts and state regulation and any future rights and responsibilities which may be reserved to the Board by legislative acts or regulation.

Such rights and responsibilities shall also include, but not be limited to, the following:

a. To determine the qualifications for positions within the University and to hire employees into such positions; to classify and reclassify employees in accordance with the University classification, and pay grade system; to establish position descriptions and to modify such descriptions from time to time; to determine whether or not vacancies for positions within the University will be filled; to establish new jobs.

b. To determine the number of length of work shifts and to establish and modify the starting and quitting time for such shifts; to direct and assign work to employees and decide upon the number and selection of employees to perform such work; to schedule such work; to establish qualifications for ability to perform work, including mental health qualifications and whether an employee is medically fit for work; to require overtime as necessary consistent with any restriction in this Agreement; to determine the location of work assignments; to assign employees between positions and shifts.

c. To evaluate employees; to promote employees to supervisory positions; to require training of employees, to determine how many employees shall be trained and how employees shall be trained; to establish and modify disciplinary policies and rules of conduct; to

discipline, suspend or discharge employees for just cause; to determine the need for layoffs and to select employees for layoff and recall consistent with the Layoff provisions of this Agreement.

d. To determine the technology, tools, and equipment to be used in the performance of job duties and to introduce new technology, tools, equipment of laborsaving devices.

e. To determine the organizational structure of the University and to reorganize, enlarge, reduce or discontinue a function, position or department.

f. To determine the uniforms to be worn and the equipment to be used by employees.

g. To determine the number and types of employees to be employed.

h. To take such action as necessary to maintain the efficiency of the Police Services Department's operations.

i. To make rules, regulations, and policies not inconsistent with this Agreement and to modify such rules, regulations and policies from time to time provided they do not conflict with this Agreement.

j. To determine the means, methods, budgetary and financial procedures and personnel by which the University's operations are to be conducted and to modify such procedures from time to time.

k. To take such action as may be necessary to carry out the mission of the University in cases of emergencies.

1. To generally control and supervise the University's operations and to exercise the other customary rights, powers and functions of management.

2. The application of such management rights shall not be a subject for grievance and arbitration except to the extent that some other specific provision of this Agreement is alleged to have been violated.

3. Nothing in this Agreement shall be construed to limit the right of supervisors to assign work to employees outside their classification job description.

4. The exercise of any management right or function in a particular manner shall not preclude the Board from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. The Board's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

5. The University shall establish an employee appraisal system to be utilized to

assess the development of Police Services employees within the department through the use of performance portfolio's. The University shall meet with the Union and discuss the final draft of the employee appraisal system manual before implementation.

#### **ARTICLE 4**

##### **DUES CHECK-OFF**

1. The University will check off Union dues in the amount specified in the Union Constitution and By-Laws for all employees who voluntarily wish to have their dues paid through such deduction procedures. The University will deduct dues from the wages of all employees who voluntarily authorize such deductions by the signing of an authorization form. The form for the authorization is appended to this Agreement.

2. After receipt of the authorization form by the University, the deductions will be taken in the second payroll period of the month and shall be forwarded to the Union by the 20<sup>th</sup> of the following month. Said monies shall be transmitted to the designated Union Treasurer or other Union designee. The Union shall provide the University with a monthly billing providing for the amount to be deducted from each employee authorizing such deductions and the University shall update each month the hourly pay rate of each employee on such billing and return it to the Local Union.

3. The Union shall indemnify, defend and save the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the University in reliance upon deduction authorization cards submitted by the Union to the University.

#### **ARTICLE 5**

##### **COLLECTIVE BARGAINING SERVICE FEE**

1. Bargaining Unit Employees who are members of the Local Union upon ratification of this Agreement shall either remain members in good standing by paying the customary monthly dues to the Local Union or they may resign their membership with the Local Union and shall be required to pay a collective bargaining service fee as provided for in this Article.

Unit employees hired on or after the date of ratification of this Agreement may choose to voluntarily join the Union and pay their customary initiation fee and monthly dues to the

Local Union. They may also choose to not become members of the Local Union but will be required to pay a collective bargaining service fee as established under this Article. Unit employees who fail to maintain their good standing as provided within this Article will be notified by the Local Union. If after notification they refuse to pay their customary fees to the Local Union, the unit employee will be subject to suspension of their employment by the University seventy-two (72) hours after the Local Union notifies the University that the unit employee has failed to pay their customary fees to the Local Union. Such suspension shall be rescinded upon payment of the monies due by the unit employee suspended to the Local Union.

2. Pursuant to 3 VSA Section 902 (19) and 962 (10) the parties have agreed to implement a collective bargaining service fee for unit members who choose not to be members of the Local Union. Collective bargaining service fees shall not exceed 85% of the amount payable as dues by the members similarly situated within the bargaining unit. All such service fees shall be established within the guidelines set forth in 3 VSA Section 962 (10) of the State Employees Labor Relations Act.

3. Unit employees will be required to come into “good standing” within thirty-one (31) calendar days following the completion of their trial or probationary work periods by becoming members of the Local Union or by notifying the University and Local Union that they will be collective bargaining service fee payers.

Unit employees who fail to meet their obligation as provided here-in will be deemed to be in “bad standing” with the Local Union. The unit employees “bad standing” may be rescinded by the payment of all monies owed to the Local Union.

4. Collective bargaining service fees shall be deducted from the pay of non-members in the same manner as regular union dues upon receipt of a completed check-off authorization in accordance with Article 4 Dues Check-off.

5. The Union agrees to indemnify, defend and save the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the University complying with the provisions of this Article.

**ARTICLE 6**  
**PROBATIONARY PERIOD**

1. Any individual hired into the bargaining unit must successfully complete a probationary period as indicated in this Article. During the probationary period the employee shall not accrue seniority for any purpose. Such probationary employee may be disciplined or discharged at any time during their probationary period, with or without cause and with or without notice. Such probationary employee who is disciplined or discharged shall not have recourse to the grievance or arbitration provisions of this Agreement. However, a probationary employee may have access to the grievance and arbitration provisions of this Agreement for other contractual issues such as rates of pay, benefits, etc. during their time as a probationary employee. An employee who successfully completes a probationary period shall then be credited with seniority back to his/her most recent date of hire.

2. (a) Police Officers.

Probationary periods for police officers shall begin upon certification of completion of the Training Academy. Failure to successfully complete the Training Academy program will result in immediate termination and such termination shall not be subject to the grievance and arbitration procedures of this Agreement. Vermont Training Academy certification shall be required before any probationary period begins. Employees who are hired with previous Academy certification shall immediately begin their probationary periods.

(b) A police officer who is hired with a certification as a police officer from another state or region will take the appropriate steps to complete Vermont certification. For such officers, the probationary period of nine months shall begin upon hire. If the officer completes the nine (9) month probationary period before the final certification from the State of Vermont is granted, the officer nonetheless shall have full access to the grievance procedure and shall not be disciplined without just cause.

However, it is understood that if the officer does not successfully complete the certification within a reasonable time of hire, he or she may be subject to dismissal, and such dismissal shall not be subject to the grievance or arbitration procedure of this Agreement.

3. Dispatchers and Service Officers.

Probationary periods for newly hired dispatchers and service officers shall begin upon their first day of hire.

4. Attaining Seniority.

The following probationary periods shall apply to the classifications listed:

a. Police Officers

Nine (9) months shall be the normal probationary period for newly hired officers.

b. Dispatchers.

Six (6) months shall be the normal probationary period for newly hired dispatchers. Dispatchers upon completion of the six (6) months probationary period who have not been able to attend an NCIC training seminar due to availability shall have full access to the grievance procedure and shall not be disciplined without just cause.

Upon successful completion of the NCIC training, the employee shall be added to the seniority roster. If the employee fails to complete the certification process successfully he or she may be subject to dismissal and such dismissal shall not be subject to the grievance and arbitration procedure of this Agreement.

c. Service Officers

Six (6) months shall be the normal probationary period for newly hired service officers.

5. Probationary periods for employees contained herein may be extended for up to an additional sixty (60) calendar days by mutual agreement of the Police Chief, the employee and the Union. It is provided, however, that the refusal to extend a probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

6. Seniority Roster.

The Department shall maintain an updated seniority list containing the seniority dates of police officers, service officers and dispatchers by classification in a descending order from the

most recent to the least senior.

The seniority list shall be posted once every six months with a copy sent to the Local Union. Updates to the roster shall be made within (30) calendar days of employees being added or deleted from the last posted roster.

7. The University shall review employee performance portfolios once a year between February 1 and June 30<sup>th</sup>. Reviews will occur during the employee regular scheduled shift hours unless such review would disrupt the department operations. In such case a mutually agreeable time will be determined and the employee shall be compensated for the time spent in the appraisal review and such time shall be considered time worked for all intents and purposes. Reviews shall be reduced to writing and a copy supplied to the employee (48) forty-eight hours prior to the date and time scheduled by the department for review along with notification of the same. Employees will be allowed to review their performance portfolios during the forty-eight (48) hours notification period prior to the scheduled review meeting.

## **ARTICLE 7**

### **TEMPORARY EMPLOYEES**

The utilization of temporary employees by the University within the Police Services Department shall be reviewed semi-annually by the Chief or his/her designee and the shop steward or alternate and/or the Local Union Business Agent. The University shall prepare a semi-annual report of the hours worked by all temporary employees in each classification which shall include the day and hours worked and, if applicable, any unit employees replaced by temporary employees. A copy of the semi-annual report shall be provided to the shop steward and forwarded to the Local Union by the 15<sup>th</sup> of the month following the semi-annual period to which the report applies.

As part of the semi-annual discussion between the parties pursuant to this Article, the parties may discuss the need for hiring additional bargaining unit employees, with the understanding that such decision is within the complete discretion of management.

## **ARTICLE 8**

### **ANTI-DISCRIMINATION**

1. Neither the Board nor the Union will discriminate against employees on any employment matter on the basis of race, color, religion, national origin, sex, sexual orientation,

disability, age or status as a disabled or Vietnam-Era Veteran or other unlawful criteria as these terms are defined under applicable law. In addition, the parties recognize that sexual harassment is a form of unlawful sex discrimination, and it is therefore the policy of the University that sexual harassment will not be tolerated.

2. Neither the Board nor the Union will discriminate against employees on any employment matter because of the employee's union activity or union membership or non-membership.

## **ARTICLE 9**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

1. A "grievance" shall be defined as a claim by an employee or by the Union that there has been a misapplication, misinterpretation or violation of a specific provision of this Agreement. The "grievant" may be the Union or the employee making the claim.

2. The parties acknowledge that it is more desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communication. Grievances which are not satisfactorily resolved informally shall be reduced to writing and processed under this Article.

3. An employee shall have the right to have a Union representative present at all stages of the process. However, any employee also shall have the right to present grievances to the University without the intervention of the Union. If an employee decides to pursue a grievance on his or her own, the Union will be kept informed of any resolution to the grievance. A resolution of an individual grievance may not contravene specific provisions of the collective bargaining agreement without the agreement of the Union.

4. The term "days" when used in this Article shall refer to calendar days.

5. A grievance must be filed at Step One within twenty (20) days following the time at which the grievant could have reasonably been aware of the existence of the situation which is the basis for the grievance.

6. **Step One.** The grievance must be presented in writing and received by the Chief of Police or his/her designee. The grievance must state the nature of the grievance including relevant facts, the provision(s) of the Agreement alleged to have been violated and the adjustment sought. Within ten (10) days of receipt of the grievance, the Chief or his/her designee, the grievant and

Union representative shall meet to discuss the grievance. If the grievance is not resolved at this meeting, then, within ten (10) days of the meeting, the Chief or his/her designee shall forward a written answer to the grievance to the grievant and steward or alternate steward, with a copy to the Union.

7. **Step Two.** If the grievance is not resolved at Step One, within ten (10) days of receipt of the Step One answer, the grievant may present the grievance at Step Two, which shall be with the Director of Administrative and Facilities Services. Within ten (10) days of receipt of the Step Two grievance, the Director or his/her designee will hold a meeting with the grievant, a Human Resources representative and the Union representative. The Union and the Director, at their discretion, may have witness and other parties in interest attend the meeting as well. If the grievance is not resolved at this meeting, then within ten (10) days of the meeting, the Director or his/her designee shall forward an answer to the grievance to the grievant and the steward or alternate steward, with a copy to the Union.

8. **Step Three.** If the grievance is not resolved at Step Two, within ten (10) days of receipt of the Step Two answer, the grievant may present the grievance at Step Three, which shall be the Vice President for Administration. Within ten (10) days of receipt of the Step Three grievance, the Vice President or his/her designee will hold a meeting with the grievant and the Union representative. At his/her discretion, the Vice President or his/her designee shall forward an answer to the grievance within ten (10) days of the Step 3 meeting to the grievant and steward or alternate steward, with a copy to the Union.

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

10. It is understood that an employee pursuing a grievance or having a grievance pursued on his/her behalf shall, during the pendency of the grievance, continue to observe all assignments, rules or directives of the University until such grievance and any effect thereof shall have been duly determined. The filing or pendency of a grievance under the provisions of the Article shall not

prevent the University from taking the action complained of.

11. Failure to file a grievance at Step One within twenty (20) days as provided in Section 5 of this Article shall preclude any subsequent filing of the grievance. Failure by the University to answer a grievance in a timely fashion shall allow the grievance to be processed automatically to the next step.

12. All time limits may be extended by mutual agreement between the University, the grievant and the Union.

13. As a special exception to the handling of grievances under this Agreement, the parties agree that, if the grievance involves an alleged violation of Section 1 of the Anti-Discrimination article of this Agreement, the grievant must instead process the grievance in accordance with the Procedural Guidelines for Handling Discrimination and Sexual Harassment Complaints (see Appendix A of this Agreement). Under this procedure, appeals of the President's final decision as provided for in that procedure may be filed at Step Two of this Grievance Procedure and may be processed through the Grievance Procedure to the Labor Relations Board. Any employee who is disciplined as a result of the investigation and resolution of such discrimination complaints may file a grievance in a timely fashion under the provisions of this Article.

It is provided that an employee shall have the right to have a Union representative present at any stage of the procedure herein for dealing with discrimination and sexual harassment complaints.

## **ARTICLE 10**

### **HOURS OF WORK, SCHEDULING AND OVERTIME**

1. The normal workweek for all employees in the department shall be forty (40) hours per week. The scheduled workweek shall begin with any scheduled shift beginning after Monday at 12:01 a.m. and ends at midnight the following Sunday.

2. The Chief or his/her designee shall determine the work assignments, work schedule and shift of employees based on the needs of the department. The Chief or his/her designees may establish a rotating shift schedule for the police officer classification, which

shall change on the first Monday of every other month. Shift bidding shall take place every two months by seniority within the officer's classification and shall be completed twenty (20) days prior to the effective date of the bid schedule.

Officers may bid the same shift for consecutive bid schedules up to a total of eight (8) consecutive months. After completion of the eight (8) consecutive months, an officer shall be required to bid to an alternative shift schedule for at least four (4) consecutive months.

It is understood that the Chief or his/her designee may review such bids and if in his/her judgment the shift is staffed with too many inexperienced officers he/she may assign the least senior experienced officer to the shift after requesting volunteers to transfer to the shift in question from the experienced officers group and at least one member from the police officer's classification.

The Chief or his/her designee may propose to the scheduling committee changes in the shift rotation schedule and daily shift hours worked. The committee shall consider such proposed changes and shall respond to the Chief within a reasonable time frame not to exceed thirty (30) days.

The University agrees that the Chief or his/her designee will give serious consideration to the recommendations or input of the committee when establishing alternative shift rotations and the daily shift hours worked. However, the final determination of the schedule shall be made by the Chief or his/her designee.

3. Prior to any changes in the work schedules or shift assignments of either dispatchers or service officers, or prior to any implementation of a rotational shift, the Chief or his/her designee agrees to discuss the proposed changes with the affected employees. The Chief agrees to seriously consider any input from such employees prior to making a final decision on the changes in the work schedules or shift assignments. Dispatchers will bid by seniority for shifts on a yearly basis. Such bidding will take place in January and take effect in June.

4. Except in unusual situations, including unforeseen staff vacancies, the Chief or his/her designee will provide at least fourteen (14) days' notice of any changes in work schedules or shift assignments. The Chief or his/her designee may call in employees for special meetings or training with 14 days notice. On such occasions the Chief or his/her designee and the employee may mutually agree to adjust the hours of work for that particular workweek.

5. The Chief or his/her designee may, in his/her discretion, develop an alternative work schedule with an individual employee in accordance with University guidelines. For those who have completed their probationary periods, such alternative work schedules may also include a reduced work schedule from June 1 to August 20 of any calendar year of not less than 32 hours per week. It is understood that there is no entitlement to any such alternative work schedule pursuant to this section and the decision by the Chief of

his/her designee to not establish an alternative work schedule shall not be grievable.

6. Subject to the approval of the Chief or his/her designee, employees may swap shifts on a monthly, weekly or daily or any special event assignments with other employees in the same classification. Such swaps shall not lead to the accrual of overtime hours in any week or month by any employee swapping shifts. Approval of such swaps shall not be unreasonably withheld.

7. The Chief or his/her designee shall retain the right to authorize and if necessary assign employees to work overtime. Overtime shall be paid for all hours worked in excess of forty (40) hours per week at the rate of one and a half (1½) times the employee's regular rate. For purposes of this provision, vacation time, paid personal days, holidays, paid sick days, and other paid leave time shall count as hours worked for purposes of overtime. All overtime work must be approved by the Chief or his/her designee.

8. Overtime Assignments on Scheduled Shifts.

a. Overtime assignments for unscheduled absences (i.e. less than seven days advance notice) for police officers shall normally be covered in the following order:

- 1). Prior shift officers
- 2). Following shift officers
- 3) Supervisors on prior or following shifts
- 4). Officers on scheduled days off
- 5). Supervisors on scheduled days off

b. For overtime assignments for scheduled absences (i.e., seven days or more advance notice) for police officers, the Chief or his/her designee shall first decide whether or not to cover the absence. In cases where the Chief or his/her designee decides to use an officer, a sign up sheet will be utilized and assignments will be offered by seniority. The officer will be offered the assignments provided he/she has the requisite skills and ability to perform the work.

If no officer chooses to take the assignment under (a) or (b) above, the Chief or his/her designee shall be free to assign the least senior officer to the assignment or to assign a supervisor to cover the assignment.

c. If an officer can work part of the shift which needs to be filled, the Chief or his/her designees has the discretion to agree to that officer working part of the shift and fill the remaining hours with other officers or the Chief may choose not to agree to partial coverage and

select an officer who can fill the entire shift. Regardless of how the absence is covered seniority and qualifications will be the deciding factor in the selection of the unit members to be utilized.

d. Overtime assignments for dispatchers and service officers shall normally be covered in the following order:

1. Prior shift employee
2. Following shift employee
3. Employee on scheduled day off
4. Temporary employees
5. Available qualified officers
6. Supervisors

e. If an employee can work part of the shift which needs to be filled, the Chief or his/her designee has the discretion to agree to that employee working part of the shift and fill the remaining hours with other unit personnel or the Chief may choose to agree to partial coverage and select a unit employee who can fill the entire shift. If no employee chooses to take the assignment under (d) above, then the Chief or his/her designee shall be free to assign the least senior employee to the assignment or to assign a supervisor to cover the assignment. Seniority and qualifications shall be determined factor in the selection of unit employees to fill the assignments contained here in.

#### 9. Special Event Assignments

Special event assignments for police officers which are known at least seven (7) days in advance and which cannot be covered by regularly assigned officers during a given shift shall normally be made by utilization of a sign up sheet from which assignments will be offered by seniority in such circumstances when special assignments are covered by a shift officer assigned to the special assignment may swap the prior to or after his/her regular shift hours the officer assigned to the special assignment may swap the hours prior to or after the regular shift consistent with Section 6. The employee shall be offered the assignment provided he/she has the requisite skills and ability to perform the work.

Notwithstanding the above, the Department maintains the option of covering the special event by having an officer stay later on his/her regularly assigned shift or having an officer come in earlier for a regularly assigned shift. Nothing herein shall be construed to limit the right of

the Department, after utilizing the sign up sheet, to make a final assignment of work to the least senior employees on an involuntary basis should such assignment become necessary or to assign a supervisor to cover the assignment. Further, nothing herein shall be construed to limit the right of the Department to assign special event or other work to supervisory personnel when supervisory presence is needed on a particular special event.

For special events which are not known seven (7) days in advance, the Department, in its discretion, will use one of the following options, in the following order: (1) utilize the sign up sheet to fill the shift or assignment if time permits; (2) offer the work to supervisory personnel or directly assign an officer to fill the shift or assignment without using the list.

Officers who are scheduled to cover Special Event assignments and who report as scheduled but the Event scheduled has been cancelled shall receive three (3) hours paid time at straight time rates at their applicable wage rate for reporting as scheduled. This time shall not count toward overtime calculation.

If the Event is concurrent with the employee's scheduled hours and is cancelled and the employee is not notified prior to leaving for work, the employee shall be compensated for those hours prior to his or her normally scheduled shift only. If the Event immediately follows the employee's regular shift and is cancelled prior to the employee's completion of the shift the employee shall not receive pay under this section.

10. Compensatory Time

Employees entitled to overtime pay may request compensatory time in lieu of overtime pay up to a maximum of 40 hours of comp time. Any additional compensatory time may only be accumulated with the approval of the Chief or his/her designee in accordance with University guidelines (see page 61), which at a minimum will allow for 80 hours of total compensatory time. When used, compensatory time shall be granted on the basis of 1½ hours off for each hour of overtime worked. Any employee offered compensatory time may instead choose to receive pay.

Employees shall normally request comp time off at least two weeks in advance if they are planning to use more than two days of compensatory time and at least seventy-two hours if they are planning on using two days or less of compensatory time. The employee shall be permitted to use such time after making the request and giving such notice, provided, however, that the comp time does not unduly disrupt the operations of the department.

11. At the discretion of the Chief or his/her designee, employees may be asked to serve

on-call. Employees on call shall receive an on-call compensation of 10% of their base hourly rate for each hour of the scheduled on-call status, not to exceed a total of four hours of full hourly pay per week. An employee on-call does not have to remain on the premises nor does he or she have to remain at home. However, he or she must be reachable by telephone or paging device and, if called in by the department, should return the call within 30 minutes and must be prepared to report to work as soon as possible, normally within one hour. The Chief or his/her designee shall decide which employees, if any, shall be on-call at any given time and for what period of time. An employee may not presume to be on-call but must be specifically directed by the Chief or his/her designee to be on such status. In cases where employees are placed on call, they will be provided with a paging device.

12. When employees are called into work from an on-call status, they will be guaranteed a minimum of three hours of work at straight time rates unless as a result of these three hours the employee otherwise becomes eligible for overtime compensation under the terms of this Article.

13. When employees who are not on-call are never the less required to come into work with less than 24 hours notice, they will also be guaranteed a minimum of three hours of over time pay or shall be paid at the overtime rate of 1½ times their regular base rate of pay for all hours worked, whichever is greater.

14. Any employee who outside their normally scheduled work hours is required to attend a court or judicial proceeding, or a University disciplinary proceeding, relating to the performance of his or her duties will first report to work. He or she will then be compensated at his or her normal hourly rate for all time devoted to the proceeding as well as travel time between Headquarters and the location of the proceeding with a minimum of four (4) hours pay or actual time whichever is greater. If the proceeding or hearing is scheduled concurrent with the employee's scheduled work hours for that day, the employee shall be paid for those hours prior to or after the scheduled work shifts, along with their normally scheduled work hours.

If the employee is required to attend a court or judicial proceeding, or a University disciplinary hearing, and such proceeding is canceled the day of the proceeding, and the employee is not notified prior to leaving for work, then the employee shall receive a minimum of four (4) hours pay at straight time rates for reporting to work. If the proceeding or hearing is concurrent with the employee's scheduled hours and the proceeding is canceled and the employee is not notified prior to

the leaving for work. the employee shall be compensated for those hours prior to his or her normally scheduled shift only. All hours paid under this section shall accrue towards the overtime provisions of this article.

15. There shall be no pyramiding of overtime or premium pay under this Agreement.

## **ARTICLE 11**

### **LAYOFF**

1. Layoff shall be defined as a cessation of employment due to a reduction in staffing within a classification and/or the department on either a temporary or permanent basis. The decision to lay off employees and the extent of such layoff shall be reserved in the sole discretion of the Board. The just cause standard of Article 13 does not apply to layoff situations. Employees will be advised, to the extent it is known, how long the period of layoff shall be. In cases where it is known by the Department that the layoff will be permanent, then the Chief will meet with the Union to discuss the planned layoff and the effects of the decision.

2. Employees shall be selected for layoff on the basis of a consideration of multiple factors including training, experience, the ability and qualifications to perform remaining unit work, a review of the prior performance of unit work and the length of service in the classification. Any review of performance shall not include evaluations or other performance reviews conducted prior to the ratification of this Agreement. When in the judgment of the University, all factors are equal, and then the least senior employee in a given classification shall be laid off first. For purposes of this article, seniority shall refer to the length of continuous service within the classification.

3. Employees who are laid off shall receive at least two weeks' notice of any layoff.

4. An employee who is laid off shall maintain recall rights to return to the same position from which he or she was laid off for a period of eighteen (18) months provided the employee is qualified and has the requisite skills and abilities for the position. Employees who are laid off will also be notified of other vacancies within the Department and may apply for such positions. Employees who are laid off shall maintain their positions on the seniority roster for up to eighteen (18) months and shall accrue additional seniority during that time. If recalled to work by the Department within eighteen months in the original classification, the employee shall return to the Police Services Department with the same seniority he or she had accrued at the time of the recall. If hired into any other classification within the Department, the employee shall return as a new

employee and be rehired with a new seniority date. if during the eighteen (18) month period an opening develops in the employee's original classification after he or she had taken another position within the Department, he or she may return to the original classification with no loss of seniority. The University shall recognize the employee's total length of service for fringe benefit purposes if the employee is rehired into another classification within the 18 month period.

5. Employees who are laid off shall notify the Department of any changes in address or phone numbers in order to provide a contact point for recall or notification of vacancies which may arise with the Department during the term of their layoff.

Once recalled to work by written notice sent certified mail, the employee must report for duty within fourteen (14) calendar days of notification or they shall forfeit all recall rights unless his or her failure to report was due to proven illness or injury.

6. A laid off employee who is not recalled to his or her original classification or who is not rehired into some other classification shall, at the conclusion of eighteen (18) months, be considered terminated by the University.

## **ARTICLE 12**

### **SUBCONTRACTING**

1. Nothing in this Agreement shall in any way limit the University's right to decide in its discretion whether or not to maintain a police services department or to contract out such services. If the University does decide to eliminate the department, employees shall receive at least six (6) months prior to any department elimination.

2. In other situations besides paragraph 1, the University may contract out services as follows:

- a. where the work to be performed is beyond the skills and abilities of the bargaining unit; or
- b. where the work to be performed is beyond the workload capabilities of the unit or the ability to work safely; or
- c. where the contractor has techniques, equipment or technology which the unit does not possess or which allows the work to be done more efficiently; or
- d. where the contractor may perform the work more economically, provided, however, that in such cases if layoffs will result, the Union will first be given the

opportunity to discuss alternatives to the contracting and as part of those discussions, to show how the unit members could perform the work as economically as the proposed subcontractor.

3. The Union shall be notified at least 90 days in advance of any subcontracting which may lead to the layoff of any bargaining unit employee.

## **ARTICLE 13**

### **DISCIPLINE AND DISCHARGE**

1. Except for probationary employees, no employee shall be disciplined, suspended or discharged without just cause. A probationary employee may be terminated during his/her probationary period and such termination is not subject to the grievance and arbitration procedures contained in this Agreement. Employees who have completed their probationary period shall have full access to the grievance and arbitration procedure contained in this Agreement.

2. Ordinarily, prior to suspension or discharge, an employee who may be subject to discipline shall be issued a written warning for violations of University policy or work rules or other misconduct. It is understood, however, that some situations may warrant immediate suspension or discharge. An employee who has received a written warning for one type of offense may nonetheless be suspended for a future violation or act of misconduct even if the subsequent offense is different from the type which led to the previous written warning.

3. Written warnings and suspensions shall remain permanently in the employee's personnel file. However, after eighteen (18) months, a written warning shall not be used to form the basis for the progressive disciplinary step of suspension or discharge. However, in any hearing before the Vermont Labor Relations Board on a disciplinary suspension or discharge, all written warnings, even if older than 18 months, may be introduced as part of the overview of the employee's overall work record.

4. Non-probationary employees who may be subject to discharge shall be notified in writing that such action is being contemplated by the Chief or his/her designee. The notice shall as a minimum state the reason for the discharge and shall include the date of the alleged incident's occurrence, where applicable. Upon receipt of the notice, the employee shall be suspended with pay. The Chief or his/her designee shall meet with the employee and the Union representative normally within three calendar days to review the facts relating to the reason for the discharge and shall

discuss the basis for the pending termination.

The University shall allow the employee and the Union representative the time necessary to review the facts as presented and to prepare a rebuttal and/or reason why the pending discharge may not be appropriate. Ten calendar days shall be the maximum time period allowed to prepare unless the parties mutually agree to extend the rebuttal period.

Upon completion of the procedure provided in this Section, the Chief or his/her designee shall consider the input of the employee and the Union and within ten (10) calendar days of the rebuttal by the employee and the Union, shall notify the parties in writing of the disciplinary action to be taken, if any, against the employee. If discharge is the action taken, pay shall cease upon notice of final discharge.

Upon receipt of the Chief's or his/her designee's reply, the grievance procedure may be invoked by the employee and/or the Union in accordance with the time frames of that procedure.

5. Allegations of misconduct which may lead to disciplinary action shall be promptly investigated by the University, such investigations will usually begin within thirty (30) calendar days of the receipt of the allegation unless due to extenuating circumstances. In any case where it is necessary to investigate an allegation of misconduct, the Chief may in his/her discretion place the employee on suspension with pay pending completion of the investigation and prior to the imposition of any formal disciplinary actions. The University shall notify the Local Union or Steward of any ongoing investigations as to employee misconduct.

6. Where discipline of discharge cases are grieved and brought to the Labor Board, the Labor Board shall determine the appropriate remedy where there is a finding of no just cause. They may in their discretion reinstate the employee with all back pay and benefits, partial back pay and benefits or no award except for reinstatement in cases of suspension or discharge.

## **ARTICLE 14**

### **PERSONNEL FILES**

Employees may review their personnel file or performance portfolios by making an appointment with the appropriate manager or supervisor. The personnel file or portfolios may not be removed or taken to another location but the employee may request copies of information contained in the file and shall be provided with such copies. Employees shall not be charged for a reasonable number of copies.

Employees may respond to entries made in their performance portfolios in writing and such responses will become part of the portfolio.

**ARTICLE 15**  
**VOLUNTARY TRANSFERS BETWEEN CLASSIFICATIONS**

1. Transfer Requests

An employee who has completed his/her probationary period and has attained seniority in one of the classifications covered by this Agreement may apply for a transfer to an open position in another classification covered by this Agreement.

An employee requesting such a transfer shall do so in writing to the Chief or his/her designee with a copy to the Local Union representative or steward.

Provided the employee meets the minimum qualifications for the open position, he or she will be given an interview for the position. The Chief or his/her designee shall consider such transfer requests in good faith and may also consider outside candidates in his/her discretion or upon direction from the Office of Affirmative Action. Approval of any such transfer shall be made in the discretion of the Chief or his/her designee.

2. Trial Periods

Upon approval of transfer, the employee shall serve a trial period as provided herein:

- a. Transfer to higher grade classifications
  - (1) Police Officers 270 calendar days
  - (2) Dispatcher 120 calendar days
- b. Transfer to lower grade classifications
  - (1) Dispatcher 90 calendar days
  - (2) Service Officer 90 calendar days

Employees who are approved for transfer shall be assigned to the new classification as soon as practical after approval. The Chief or his/her designee retains the right to decide whether or not the employee has successfully completed the trial period in the new classification. In cases of transfers to higher grade classifications, the Chief or his/her designee retains the right to terminate the trial period at any time, in which case the employee shall have the rights provided for in Section

3.

3. Failure to Successfully Complete Trial Periods

An employee who voluntarily decides to return to his/her former classification during the trial period or who fails to successfully complete the trial period will be entitled to return to his/her former classification position with no loss of seniority as long as the position vacated due to transfer has not been permanently filled. Employees who return shall maintain their previous pay grade position.

If the former classification position has been permanently filled, the returning employee shall be considered laid off and shall retain the recall rights provided for in Article 11, Layoff.

4. Rights Upon Transfer

a. Seniority

Employees who are approved for voluntary transfer shall upon successful completion of their applicable trial period be granted a new seniority date within the classification transferred to which shall be the same as their date of transfer to the new classification.

b. Pay Rates

Employees shall receive as of their date of transfer to the new classifications hourly pay rates equal to their previous pay grade level position in the classification they transferred from. For example, if the employee transferring is receiving, at the time of transfer, an hourly pay rate which places them half way between the minimum pay grade level and the maximum pay grade level in their pay grade they shall receive an hourly pay rate equal to this same position in the pay grade level they have transferred to. This pay adjustment shall apply to transfers to higher or lower pay grades as the case may be.

c. Fringe Benefits

Employees who establish new seniority dates within classifications shall have their total University service time recognized for the calculation of fringe benefits, such as vacation, or any other benefits provided in this Agreement which are based upon total length of service of the employee for the employer.

## **ARTICLE 16**

### **DISPATCHER AND OFFICER TRAINING**

1. A joint Department Training Committee shall be established with up to three (3)

management representatives and up to three (3) unit employees designated by the Union. The purpose of the committee shall be to review the department's training program, identify future training needs and areas of training where training of officers and dispatchers would be beneficial.

2. The Chief shall be responsible for approving or requiring all training opportunities. Where relevant, seniority shall be a consideration as to which officers and dispatchers are approved for or required to attend particular training opportunities.

3. Employees who are required by the Chief or his/her designee to attend training courses, seminars, conferences or similar sessions, shall receive their applicable rate of pay for the time spent attending the training.

Employees who are required to attend such training shall also receive their applicable rate of pay for travel hours which fall within their scheduled shift. Time spent outside the scheduled training shall not be compensated.

Hours paid to employees required to attend training shall accumulate towards the overtime provisions of this Agreement.

Employees who voluntarily attend training courses, seminars, conferences or similar sessions shall do so at the discretion of the Chief or his/her designee. Compensation for voluntary attendance shall be at the discretion of the Chief or his/her designee. If compensated for such time, it shall be at the employee's straight time rate of pay for the hours designated by the Chief or his/her designee and shall not be considered time worked for the purpose of accumulating hours toward overtime.

4. Employees shall be reimbursed for all reasonable expenses incurred for meals and lodging for mandatory training. The Chief may at his/her discretion reimburse the expenses of those employees who voluntarily attend training.

5. Employees who are authorized to use their own vehicles to attend mandatory training shall be paid the applicable University mileage rate from either their home or the University police services department whichever is closest to the training site.

6. When the Chief or his/her designee assigns certified FTO (Field Training Officer) patrol officers or CTO (Communication Training Officers) dispatchers to perform formal training duties shall be compensated an additional 10% of his/her base hourly rate for those hours which are scheduled and worked performing designated training duties.

The FTO and CTO duties must be formally assigned and scheduled by the Chief or his/her

designee in order for the officers or dispatchers to receive a 10% premium.

FTO certified officers must accept such assignments when made by the Chief. They may swap such duties with other FTO certified officers only with the approval of the Chief of his/her designee.

## **ARTICLE 17**

### **UNIFORMS**

1. The University will determine the appropriate uniform required of employees within the department of Police Services. (See Appendix B; Required uniform as of effective date of this Agreement).

2. The University will provide a basic uniform to all new employees and will pay for reasonable cleaning, alterations and replacement of such uniforms.

3. If the University plans to modify the appropriate uniform, it will first give the Union at least 30 days' notice and the opportunity to discuss the changes with the Chief or his/her designee.

## **ARTICLE 18**

### **PAYROLL PERIODS**

All employees under this Agreement shall be paid in full every two weeks not later than Friday of the week following the end of the pay period in which the employee provided services to the University. Employees will be paid in accordance with the designated University payroll calendar.

Each employee's pay statement shall include as a minimum gross earnings and a breakdown of all monies deducted and for what purpose. Payroll checks shall be sealed.

Any employee not receiving their biweekly pay by the Friday on which pay is normally received shall have their paycheck delivered to the building in which Police Services resides or picked up at the Payroll Office within three working days of the date upon which the University Payroll Division becomes aware of the problem.

Employees may opt for direct deposit of their pay with prior written authorization to the employer. Direct deposit will be by electronic transfer when the institution receiving the deposit is a member of Automated Clearing House (ACH).

## **ARTICLE 19**

### **WAGES**

1. For FY05 effective July 1, 2004 , dispatchers/clerks shall receive an increase of 3% added to their base hourly rate. Service officers shall receive an increase of 3% added to their base hourly rate. Patrol officers shall receive an increase of 3% added to their base hourly rate (including shift). These increases shall apply to employees who were on the payroll as of April 1, 2004 and who are still on the payroll as of the date of ratification of this agreement.

2. Effective on July 1, 2005 each member of the bargaining unit who is on the payroll as of April 1, 2005 and is still on the payroll as of July 1, 2005 shall receive an increase of 3% in their base hourly rate.

3. Effective July 1, 2004 , the pay band minimums and maximums shall be as follows:

	Min	Max
Police Officers	\$14.67	\$24.94
Dispatchers	\$13.00	\$22.10
Service Officers	\$10.31	\$17.53

4. It is understood that the Chief or his/her designee shall have the discretion to hire new Employees at any point of the appropriate pay band. New hires who receive Police Academy training at University expense will execute a promissory note upon hire under which they will be subject to economic penalties if they do not remain employed at the University for at least two years following completion of the Academy Training. (Appendix C)

5. The parties agree the merit will be one of the factors considered in contract wage adjustments for each year of the agreement. An amount equal to 1% of the bargaining unit salary line as of June 30 of the previous fiscal year shall be allocated for merit increases. The merit increase shall be at the Chiefs discretion relating to their allocation within the bargaining unit. Such allocations shall be made no later than October 1 of any fiscal year and shall be retroactive to July 1 of that fiscal year. All of the 1% percent salary line merit pool shall be distributed no later than the above date.

6. The parties agree to address any market compression issues that may occur in FY05 due to the filling of openings with the department and classifications. The parties agree that they will review the status of market impact informally for FY06 in August of 2005.

**ARTICLE 20**

**SHIFT DIFFERENTIAL**

1. Employees who are on a rotating shift shall receive a shift differential added to their regular base hourly rate of pay for all hours worked while assigned to that rotating shift as follows:

	FY05	FY06
a. Police Officers	\$1.05	\$1.08
b. Dispatchers	\$1.00	\$1.03
c. Service Officers	\$ .90	\$ .93

These rates shall also apply to employees who are regularly assigned to a shift beginning between 10:00 p.m. and 5:00 a.m. for all hours worked during that shift.

2. Employees who are regularly assigned to a shift beginning 2:00 p.m. and 10:00 p.m. shall receive a shift differential added to their regularly base hourly rate of pay all hours worked during that shift, as follows:

	FY05	FY06
a. Police Officers	\$0.78	\$0.80
b. Dispatchers	\$0.71	\$0.73
c. Service Officers	\$0.67	\$0.69

3. Rotating shifts shall be defined as any shift schedule on which employees regularly rotate to different days or hours either horizontally or vertically on work schedule.

**ARTICLE 21**

**BENEFITS**

**1. ELIGIBILITY**

Unless otherwise indicated, employees will be eligible for benefits under this Article in accordance with the eligibility grid attached hereto as Appendix D. For those employees who are

otherwise eligible, medical benefits coverage under this Article will begin on the first day of employment with the University.

## **2. HEALTH INSURANCE**

a.. Employees who are eligible for health insurance may select one of the following health insurance plans during designated open enrollment periods:

- (1) MVP Health Plan (MVP)
- (2) BC/BS Vermont Health Partnership (VHP)
- (3) Vermont Freedom Plan (VFP)
- (4) Waiver of Medical Coverage

The University retains the right to select the insurance carrier or administrator for any of these plans at any time, provided only that the University notifies the Union at least 30 days in advance of such a change. The University also retains the right to become self-insured provided only that the University notify the Union at least 30 days in advance of such a change. Such change in carriers or administrators shall not result in substantial changes in coverage nor shall it adversely affect the unit members' internal co-payments or deductibles as summarized in Appendix F. Nothing shall preclude the University from also adding other health insurance options at any time but shall notify the Union 30 days prior to such options being added to the plan.

b. Regardless of which insurance plan is selected all full-time employees shall contribute to the cost of coverage of such plans. All full-time employees in Groups A, B and C shall contribute to the premium costs of health insurance in accordance with the following schedule:

(1): Employees whose base hourly wage rate is less than \$9.00 per hour, shall pay 4% of the premium rate for whatever health plan they select and the University shall pay 96% of the premium.

(2): Employees whose base hourly wage rate is between \$9.00 per hour and \$10.99 per hour shall pay 6% of the premium rate for whatever health plan they select and the University shall pay 94% of the premium.

(3): Employees whose base hourly wage rate is between \$11.00 per hour and \$14.99 per hour shall pay 8% of the premium rate for whatever health plan they select and the University shall pay 92% of the premium.

(4): Employees whose base hourly wage rate is between \$15.00 per hour and \$18.99 shall

pay 10% of the premium rate for whatever health plan they select and the University shall pay 90% of the premium.

(5): Employees whose base hourly wage rate is between \$19.00 per hour and \$23.99 shall pay 12% of the premium rate for whatever health plan they select and the University shall pay 88% of the premium.

(6): Employees whose base hourly wage rate is \$24.00 per hour or more shall pay 14% of the premium rate for whatever health plan they select and the University shall pay 86% of the premium. Base hourly wage rate includes shift differential. Regular part-time employees who are in Group D, E and F must pay for the full premium cost of coverage during their first year of employment. After that, the employee shall pay a percentage for the premium rate for whatever health plan they select in proportion to his or her FTE status. For example, if the employee is working 60%, he or she will pay 40% of the premium cost of single, two-person or family plan coverage plus a percent of the remaining premium based on his or her hourly rate as provided in b (1) through (5) above.

c. Covered employees should refer to Appendix E for a summary of the three (3) available plans, co-payments and deductibles provided under each plan. Effective on July 1, 2002 or the date of ratification of this agreement, whichever is later, the “split membership” option for medical coverage will no longer be available.

d. The contribution levels referred to in 2 b above do not include internal co-payments, deductibles or other costs, which are part of the plan selected. Details about any of the University’s plans, including internal co-payments, deductibles or other costs associated with such plans, are available through the Human Resources Office. Benefit comparisons are attached as Appendix E.

e. Full-time employees may waive their health insurance if they are already covered by another employer’s group health insurance plan. This option is available only to full-time employees who have other group health insurance through a spouse who is employed by an employer other than the University. The University will pay \$750 to any full-time employee with two-person or family coverage who certifies that they and their dependents are covered by non-University group health insurance and who waive University coverage.

### **3. DENTAL INSURANCE**

a. The University will provide full-time employees in Groups A, B or C with dental Insurance for the employee and his or her dependents at no cost. The University will provide regular part-time employees in Groups D, E or F with dental insurance for the employee and his or her dependents on a pro-rated basis with the University paying for the insurance at a rate equal to the employee's FTE.

b. Dental insurance is provided six months after hire for full-time employees and one year after hire for regular part-time employees.

c. Deductibles and co-payments are as prescribed in the UVM dental insurance plan.

d. Employees may enroll in the optional plan form Northeast Delta Dental. Full-time employees in Groups A, B or C as described in Appendix A of this Agreement, who choose to enroll in the Optional Plan will pay the difference between the Care Plan and the Optional Plan. Regular part-time employees in Groups D, E or F, as described in Appendix A of the Agreement, who choose to enroll in the Optional Plan will pay the difference between the Care Plan and the Optional Plan, in addition to their share of the Care Plan. ( See attached Appendix F).

e. The University may change in its discretion the carrier or administrator of such plans, provided only that the University shall notify the Union 30 days in advance of any such change.

Such change in carriers or administrators shall not result in any substantial changes in coverage nor shall it adversely affect the unit members' internal co-payment or deductibles. (See Appendix F for the Dental Benefit Schedule)

#### **4. SHORT TERM AND LONG TERM DISABILITY**

a. If an employee is in benefit groups A, B, or C, he or she is covered by the University's short-term disability program after four months of continuous service at no cost. If an employee is not in these Groups, he or she is not eligible for the short-term disability plan. The plan provides an income for up to 26 weeks if the employee retires due to a total and permanent disability.

b. To be considered totally and permanently disabled, the employee must be qualified As such under either the Social Security Administration or The Standard Group Total Disability

Plan and he or she must be unable to perform any gainful employment at the time Social Security or The Standard Group Total Disability payments become effective.

c. This total and permanent disability plan does not apply to partial or temporary disabilities. Absences caused by such disabilities would only be covered by accrued medical leave, vacation, personal days or compensatory time.

d. The 26 weeks of short-term disability benefits will be reduced by the amount of accrued vacation, personal days, compensatory time and medical leave the employee has earned which are paid at 100% of the gross straight time salary. The weekly amount would also be reduced by any amount received from Workers Compensation.

e. The benefit period begins on the first day if absence caused by a spell of illness or an injury that is eventually determined to be totally and permanently disabling. The benefit extends for a maximum of 26 weeks and is based on length of service as follows:

- 4 months but less than two years of service      50% of gross straight time income
- two years but less than three years of service      70%
- three or more years of service      90%

f. Before any disability benefits are made available, the employee must complete appropriate applications and the employee's physician must certify that a total or permanent disability exists. The University may also ask for an independent medical examination.

If there is a delay in the diagnosis of a total and permanent disability, the employee will receive payment retroactively at the time of determination. Payments will become effective on the day when all of the employee's accrued vacation, compensatory time, paid personal days and medical leave expires.

g. An employee approved for total and permanent disability benefits will be considered retired at the expiration of the 26 week period. During the 26 week period, the University will continue the employee in the insurance and retirement programs and will pay the total premium for the duration of the disability payments.

h. Long term disability insurance coverage is available as an option to employees in Groups A, B and C and the employee must pay a portion of the premium in order to receive this benefit. If an employee is not in these Groups, he or she is not eligible for long-term disability. This coverage provides monthly income for up to age 65 starting six months after the employee becomes

totally disabled as defined by the Standard. Long-term disability coverage provides an employee with monthly income beginning six months after he/she becomes disabled or cannot perform all of the duties of his/her normal occupation due to illness, bodily injury or other disabling circumstances. An employee may also be eligible for partial disability payments when he or she is physically capable of working part-time. After 30 months of disability the employee will continue to qualify for benefits only if he/she is unable to perform any occupation for which he/she is reasonably suited by education, training or experience. To participate in the long-term disability plan, an employee must complete one year of regular UVM employment and be in benefit groups A, B or C.

i. The employee who elects such coverage must enroll within 31 days of becoming eligible if the employee does not enroll within that 31 day period, the employee must submit proof of insurability unless there was a special life change, as marriage or birth of a child. If the employee enrolls within 31 days of a special life change, there will be a one-year pre-existing condition exclusion. Under such circumstances, during the first year of coverage, there will be no benefits payable for disabilities which occur as a result of conditions which existed prior to the effective date of coverage. An employee may qualify for immediate participation in the UVM group disability plan if:

- 1) He/she is a new unit member and was insured within the three (3) months prior to his or her UVM employment under a group disability policy that provided income benefits for at least five years; or
- 2) He/she is a former UVM employee returning within two (2) years and qualifies for reinstatement under the 3 and 2 rule or the provisions for involuntary termination.

j. Employees may choose between two types of coverage:

- 1) Basic Coverage. Pays 60% of salary with a \$6000 monthly maximum. Employees pay a 30% co-payment of premium.
- 2) Optional Coverage. Pays 70% of salary with a \$7000 monthly maximum. Employees pay the difference between this option and the cost of basic coverage.

Compensation under these plans may be reduced by payments from other sources such as Workers Compensation and Social Security. The total amount of compensation from all sources under these plans will be 60-70% of monthly income depending on the plan selected. The total monthly benefit

will not exceed \$6000 or \$7000 depending on whether the optional coverage is in effect. Payments begin on the first of the month after the employee had become totally disabled for six months. After 42 months of continuous disability, monthly payments will be increased 3% annually or by the Consumer Price Index if lower.

k. If the employee becomes totally disabled before age 60, the disability payments will continue until the disability ceases or until the employee reaches age 65, whichever is first. If the disability occurs after age 60, but before age 68 ½ the employee will receive benefits until the disability ends or for five years from the date of disability, or until age 70 whichever is first. If the disability takes place after age 68 ½, benefits will be paid for one year. Regardless of which option and employee chooses, the Standard will automatically continue to pay TIAA-CREF retirement plan. The amount will be equal to 12% of the rate of the employee's monthly straight time pay as of the date of the disability. The employee must be enrolled in the UVM retirement plan before he or she became disabled to be eligible for this payment.

Beginning 42 months after the employee's disability, the retirement contributions will be increased by 3% annually. The retirement benefits may begin at the employee's option once disability benefits cease. If the employee is enrolled in the Prudential, Fidelity or Calvert retirement plans on the date of the disability continuing contributions may be required which must be directed to a TIAA-CREF annuity account.

l. While the employee is disabled, he or she will still be required to pay premiums for insurance coverage for his or her dependents. If the employee should die while disabled, the surviving spouse would need to pay for dependent premiums in order to continue coverage for them during the benefit extension period.

While the employee is totally disabled and receiving benefits from either the Standard Group Disability Plan or Social Security disability, the medical and dental insurance is paid by the University at the same rate as for active employees in benefit groups A, B or C during the time the employee receives disability benefits. The University reserves the right to require additional proof of a qualifying disability, including independent medical examinations.

m. If an employee is employed in benefit groups D, E or F and are covered by the University's insurance plans, the premium will be paid by the University on the same pro-rated basis as before the disability. The coverage will continue under the same conditions as for part-time staff. If the employee dies while disabled, the employee's spouse and dependent children are covered by

medical and dental insurance plans for one additional month beyond the employee's death for every month of service prior to the disability, up to a maximum of 24 months. The University will continue its contributions to the coverage in the same proportion as before the employee's death.

If the employee is eligible for retirement with benefits on the day of disability, his/her dependents will be treated as if the employee had actually retired. If the employee is not qualified for post-retirement benefits the employee's dependents may qualify for an extension of their medical and dental insurance by exercising their COBRA rights.

n. The University may change in its discretion the carrier or administrator of such plans provided it gives the Union 30 days advance notice of any such change. Such change in carrier or administrator shall not result in any substantial changes in coverage nor shall it adversely affect the unit members' internal co-payments or deductibles.

o. Further details about these disability plans may be obtained through the Human Resource Department.

#### **4. FLEXIBLE SPENDING ACCOUNTS**

Employees may arrange with Human Resources for the creation of a Flexible Spending Account in accordance with the University procedures for such accounts.

#### **5. GROUP LIFE INSURANCE**

a. The University will provide eligible employees (Groups A, B, C or D) with group life insurance according to the following options:

- 1) \$6000 term life insurance fully paid for by the University
- 2) \$50,000 term life insurance, with the University paying for \$17,000 of the amount and the employee paying for the remaining \$33,000. This coverage is subject to reductions based on age as follows:
  - age 65 — 33% reduction
  - age 70 — 55% reduction
  - age 75 — 70% reduction

However, the minimum benefit shall be \$6000 of life insurance.

3) Life insurance equal to twice the employee's annual base salary. The University will pay for the first \$6000 of coverage and 25% of the remainder up to a total of \$50,000 of coverage. The employee pays 100% of coverage cost in excess of \$50,000. This life insurance is subject to reductions based on age as follows:

age 65 — 33% reduction

age 70 — 55% reduction

age 75 — 70% reduction

However, the minimum benefit shall be \$6000 of life insurance.

4). Life insurance equal to three to seven times the employee's annual base salary. The University will contribute the same as if the employee had selected the two-times salary option. The employee will pay the amount he or she would have paid for two-time salary coverage plus the full cost of all additional coverage based on an age rated premium. This insurance is subject to reductions based on age as follows:

age 65 — 33% reduction

age 70 — 55% reduction

age 75 — 70% reduction

However, the minimum benefit is \$6000 of life insurance.

b. All of the coverage's listed above include an accidental death and dismemberment (AD& D) benefits as well as disability waiver of premium coverage.

c. A full-time employee in Groups A, B or C is eligible to select one of these options upon employment with the University; a regular part-time employee in Group D is eligible to select one of these option after one year of employment with the University. Employees in Groups E or F are not eligible.

d.. If an employee elects more than basic \$6000 coverage, he or she may also elect to insure his or her spouse. There are two spousal options:

1. \$20,000

2. ½ of the amount of the coverage on the employee

The employee must pay the full cost of this coverage based on prevailing premium rates. This coverage does not include AD & D and disability waiver of premium coverage.

e. If the employee has dependent children, he or she may also insure them in the amount of \$10,000 each if the employee has elected the optional coverage for him or herself. Coverage must

be elected within 31 days of initial eligibility. Otherwise, proof of insurability is required. If this coverage is selected all eligible children will be covered. Coverage for newborn children begins at age 14 days. The cost of this coverage is \$.26 per child per month as of 1/1/99 and is subject to change at any time.

f. All life insurance options are based on annual straight time earnings. Coverage becomes effective on the date of employment or the date on which the enrollment card is complete, whichever is later. Optional coverage of 2x salary must be elected within 31 days of employment, otherwise it is subject to proof of insurability. Coverage in excess of 2x salary or spousal coverage in excess of \$50,000 is subject to proof of insurability. Coverage ends on the last day the employee works at the University.

g.. The University may change in its discretion the carrier or administrator of such plans provided it gives the Union 30 days advance notice of any such change.

h. Insurance coverage premiums for the University and employees are adjusted annually to reflect salary adjustments and age changes on January 1. Further details above these plans, including prevailing premium rates, may be obtained from the Human Resources Office.

i. Life Insurance Coverage upon Retirement or Disability

Upon retirement at the University or in the case of disability, the life insurance coverage will be affected by the following conditions:

1). If the employee retires without a disability between the ages of 55 and 70 and qualifies for post-retirement benefits in accordance with University benefit policy, the employee will receive life insurance coverage equal to the option selected prior to retirement up to a maximum of two-times salary or \$50,000 whichever is less. At age 65, coverage will be reduced by 50% up to a maximum of \$25,000 and a minimum of \$6000. When the employee reaches age 70, coverage will end.

2). If the employee retires because of a total and permanent disability, The Standard will continue to pay the entire life insurance premium as long as the employee remains disabled and as long as the disability lasts at least six months and is certified by The Standard Proof of disability will be required every 12 months for the duration of the disability. Coverage continues for life but reduces by the same percentage as for active employees. If the employee retires or if coverage is continued due to disability, the AD & D provisions will terminate.

(6): Gymnasium Use: Employees of the police services department shall have access and use of the Wright Gymnasium fitness and health facility with no cost to the employee 24 hours a day seven days a week.

(7): Parking Permits: Police services unit members shall be subject to the same parking rates, procedures and policies as other University employees who are not subject to collective bargaining effective September 1, 2004.

**ARTICLE 22**  
**LEAVES OF ABSENCE**

**1. ELIGIBILITY**

Unless otherwise indicated, employees will be eligible for leaves under this Article in accordance with the eligibility grid attached hereto as Appendix D.

**2. VACATION**

a.. Vacations are earned on a monthly basis calculated from the employee's starting date of employment. Vacation time may not be taken before it is earned.

b.. Vacations shall be earned in accordance with the following schedule for those working full-time, 100% FTE:

<u>Years of service</u>	<u>Vacation earned</u>
0-4 years	10 days per year (.833 days per month)
5-9 years	15 days per year (1.25 days per month) this accrual rate starts at the beginning of the fifth year of service.
10 – 24	20 days per year (1.666 days per month) This accrual rate starts at the beginning of the tenth year of service.
25 or more	25 days 2.083 days per month, this accrual rate starts at the beginning of the twenty-five year of service.

If an employee is working full-time, but on a 9,10 or 11 month basis, he or she shall earn vacation time in accordance with the above schedule; however, no vacation shall be accrued in the months not worked. If an employee is working less than 100% FTE, he or she should multiply the appropriate hours earned per month from the above schedule by the employee's FTE percentage. A vacation day will be eight (8) hours of time for those employees who regularly work a 40 hour week.

c. Vacation requests should be made with as much notice as possible but must be made at least two weeks in advance if the employee is planning on taking more than two (2) days of vacation time and at least seventy-two (72) hours in advance if the employee is planning on using two (2) days or less of vacation. Vacation time must be approved by the supervisor who in making his/her decision shall consider the employee preferences and the needs of the department. Each November, the Chief or his/her designee will block out certain days or weeks in the upcoming calendar year during which vacation may not be taken. The vacation calendar will then be posted. Within thirty (30) days of the posting, employees will select from the schedule one week's vacation if they choose to do so. The Chief or his/her designee will then reserve such vacation weeks for the employees based on classification seniority and without duplication

Employees in the first 50% of each classification shall make their selections in a timely fashion but no later than November 15<sup>th</sup>. The last 50% shall complete their selection in a timely fashion but no later than November 30<sup>th</sup>.

The supervisor also has the right to block out certain times during the year when vacations may not be taken by employees in the department.

d. Vacation time can be taken in the year it is earned in accordance with the monthly accrual rate in section B above. With the supervisor's approval, earned but unused vacation may be carried over to the subsequent year. Supervisors shall not unreasonably deny such requests. However, the maximum number of vacation days that can accumulate cannot exceed twice the yearly allocation for an employee in accordance with the schedule in Section B. Any time over that amount must be approved and scheduled by the Chief or his/her designee.

e. Probationary employees shall accrue vacation during their probationary period. If a probationary employee resigns or is terminated during his or her probationary period, he or she will not be paid for any earned vacation time.

- f. Vacation time will accrue during a paid leave but not during an unpaid leave.

## **HOLIDAYS**

- . The following holidays shall be observed at the University:

One-half day before New Year's Day

New Year's Day

Martin Luther King Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

One-half day before Christmas Day

Christmas Day

Floating holiday (to be determined on an annual basis by the University)

Cultural holiday (in accordance with the University's policy)

b. With the exception of the Cultural Holiday, the University shall designate on which exact date such holidays will be observed for each year, except December 24, 25 and 31 and January 1 and July 4, which will be celebrated on those dates. "Such holidays designated or observed on exact dates shall commence at one minute after midnight and end at midnight of the day designated.

c.. The Cultural Holiday listed above may be taken at any time designated by an employee. Employees shall declare their Cultural Holiday prior to November 30 of each calendar year. Employees hired after November 30 of a calendar year shall begin accumulating Cultural Holiday time on a prorated basis on the first of the month following their date of hire.

d. Employees may also declare up to two (2) additional cultural holidays per calendar year. Such declaration shall be made prior to November 30 of each calendar year. It is understood that employees shall not be paid for such additional cultural holidays unless the employee designates such holidays as personal days, vacation days or other paid time off.

e. Employees working on a 100% FTE basis shall be paid for the observed holidays on the basis of eight hours provided the holiday falls during a week in which they are in paid status or

regularly employed. For those working less than 100%, their holiday pay will be determined by multiplying their regular daily hours by their FTE percentage.

f. Probationary employees are eligible for holiday pay.

g. For those employees who work on an observed holiday, they shall be paid at time and a half their regular hourly rate for actual hours of work and shall also receive eight hours pay at the employee's straight time rate of pay. Holidays which fall during the employee's regular schedule shall be considered time worked for purposes of overtime. Holidays that do not fall during the employee's regular schedule shall not be considered time worked for purposes of overtime. If an employee is not regularly scheduled to work on a holiday, or if the employee shift swaps to a day other than the recognized holiday, the employee will have another day off with eight hours pay or shall receive eight hours straight time pay for the holiday. However, such time shall not be considered time worked for purposes of overtime.

h. All the provisions contained herein shall apply to employees who are regularly scheduled to work 10 hours per day except that such employees (who shall receive 8 hours of holiday pay) may also elect to use two hours of vacation time, personal time or other paid time off to total 10 hours of pay for the holiday or may schedule two hours of work at straight time rates within the same work week

#### **4. MEDICAL LEAVE**

a. Medical leave is to be used in cases where the employee is absent from work due to illness or injury; to attend to medical or dental appointments; or to actively care for a seriously ill immediate family member. An immediate family member is defined as a spouse, a qualified same sex domestic partner, dependent child, or relative living in the same household. Medical leave may also be taken for a disability caused by childbearing (providing a doctor certified inability to perform the job) or to care for a newborn baby at home with an illness or medical complications.

b.. Medical leave is earned on a monthly basis and is calculated from the employee's starting date of employment. Medical leave may not be taken before it is earned.

c.. Full time employees working 100% FTE are entitled to 12 medical leave days per year with unlimited accrual. Those employees working less than full-time will accumulate medical leave on a pro-rated basis in accordance with the eligibility grid for medical leave attached hereto as

Appendix E. A medical leave day is eight (8) hours for an employee who regularly works a 40 hour week.

If an employee is working full-time but on a 9,10 or 11 month basis, he or she shall earn medical leave at the accrual rate indicated in Appendix D.

d. Payments will not be made for any accumulated, unused medical leave, either during active employment or upon termination of employment. Once an employee's accrued medical leave has been used up, no compensation will be made for medically-related absences.

e. In his/her discretion, a supervisor may ask an employee to submit a physician's statement indicating the reason for the absence. In all cases in which an employee is out on medical leave for five consecutive working days, a physician's statement will be required. The University may also ask employees to present a certification of fitness to return to work from any medical leave, including FMLA leaves.

The University in its discretion may also ask for an independent medical examination in appropriate cases at any time whether or not the employee is actively employed or is returning from a leave. The University may select the physician or health care provider and will pay for the costs of any such examination. The University shall pay for all fees relating to any exam, which it requires under this section.

f. A Probationary employee who uses medical leave may have his/her probationary period extended by a number of days equal to the number of medical leave days used during the probationary period.

g. Records of medical leave earned and used shall be kept by the supervisor. These records will be periodically reviewed and signed by the employee, supervisor and the Department Manager or his/her designee. Each of these people will keep a copy of the form and a copy will be sent to the Personnel/Records office. Employees may request to review medical leave records on dates other than those specified herein and such requests shall not be unreasonable denied.

h. Excessive use of medical leave may be grounds for the review of an employee's absenteeism record. Employee records shall be reviewed individually and such reviews shall not lead to arbitrary action against an employee.

i. If an employee is absent or is expected to be absent for more than two weeks, he/she must request a medical leave from his/her supervisor. Employees on medical leave, either paid or unpaid, shall continue to participate in insurance programs for up to twenty-six (26) weeks. The

employee will, however, be responsible for paying the same dependent premium as when he/she was an active employee. The University will not contribute to the retirement plan, vacation or medical leave will not accrue and tuition remission is not available, except for dependent children.

If an employee will not be able to return to work at the end of 26 weeks, he or she may request a personal leave no later than 30 days prior to the expiration of the 26 week period. Such personal leave shall not exceed one year and may or may not be granted in the sole discretion of the Chief.

j An employee on paid or unpaid medical leave shall have his/her position held for a period of not more than 26 weeks, unless the position has been eliminated because of layoff or reorganization.

k. Under the Family Medical Leave Act, eligible employees as defined by the statute are entitled to receive up to 12 weeks of unpaid leave during a 12 month period for the birth of a child and to care for such child, for the placement of a child for adoption or foster care, to care for a spouse, qualified same sex domestic partner or a parent with a serious health condition or when he/she is unable to work because of a serious health condition in accordance with the eligibility requirements and other provisions of that Act. Employees requesting an FMLA leave must give 30 days advance notice to their department when leave is foreseeable for the birth or placement of a child for adoption or foster care or planned medical treatment. When it is not practicable to provide such notice, such notice shall be given as soon as practicable, ordinarily within one or two business days of when the employee learns of the need for the leave.

The University may also designate appropriate medical absences as FMLA leave in accordance with that statute.

The twelve month period for determining the eligibility for 12 weeks of FMLA shall be based upon the “rolling year” method measured backward from the date an employee requests any FMLA. Under this method, each time an employee takes FMLA leave, the remaining leave would be any balance of the 12 weeks which has not been used during the immediate preceding 12 months.

An employee on an FMLA leave has the option of using any paid medical, vacation or personal leave which he/she may have.

The University may ask for medical certification in cases where the leave requested is due to the employee’s own serious health condition or where the leave is requested for the care of a spouse, qualified same sex domestic partner, child or parent with a serious health condition with an

indication that the employee is needed to care for the family member. Subsequent recertifications to support continuing FMLA leave may be required on a reasonable basis.

When paid vacation, medical leave or personal days are used in conjunction with an FMLA leave, the employee's share of health care and other benefit premiums will be paid for as customarily provided for paid leaves of absence. In the event that the FMLA leave is unpaid the University shall provide health care benefit premiums for the length of the employee's qualified FMLA period on the same basis as existed prior to the leave being taken. The employee shall be required to maintain their co-payments on the same basis as existed prior to the leave being taken.

In the event the FMLA leave is unpaid, the employee will be given a 30-day grace period beginning on the first day of the leave to pay their share of health and dental benefit premiums.

An employee on an unpaid FMLA leave shall not accumulate vacation or medical leave during the period of absence.

An employee who takes an FMLA leave shall be entitled to be restored to the same position or an equivalent position upon return from the leave.

## **5. PARTIAL LEAVES TO CARE FOR FAMILY MEMBERS**

a. An employee with three (3) or more years of continuous full-time service may request a temporary reduction in his/her full-time equivalency to allow time to care for members of his/her immediate family. An immediate family member is defined as a spouse, qualified same sex domestic partner, dependent child or any dependent relative living in the employee's household. Partial leave may also be requested for child rearing, caring for a seriously ill immediate family member or other appropriate circumstances.

b. When considering approval of a partial leave, a Department Manager or his/her designee will consider the needs of the individual requesting the leave, the needs and circumstances of other staff members who will be affected by the leave and the need to accomplish the objectives of the department. Such leaves will not be unreasonably denied.

In some instances, an employee and an employee's supervisor may agree to employment in a position other than the employee's normal position during and/or after the temporary leave. In such cases, the terms and conditions of the arrangement must be placed in writing in advance of the approval of the leave. Such arrangement shall not conflict with this collective bargaining agreement and a copy of such arrangements shall be given to the Union.

- c. The following conditions apply for all partial leaves approved:
- 1) the maximum reduction in FTE will be 50%
  - 2) salary during the leave will be pro-rated based on the FTE
  - 3) the length of the partial leave will normally be limited to two years. If the leave is longer than one year, the circumstances of the leave will be reviewed annually to establish if it is appropriate for the leave to continue
  - 4) the terms and conditions of employment during the partial leave will be described for regular employees working less than full time but greater than half time except that the employee's health care and dental insurance shall be retained with the University paying for part of the premium on a prorated basis directly in proportion to the employee's full-time equivalency during the leave.
  - 5) the University's contributions to the employee's retirement plan will be based upon the employee's reduced salary
  - 6) the employee's life insurance will be continued at the level of coverage identical to the pre-leave insurance face value and the employee must continue to pay his/her share of the cost
  - 7) disability insurance will also be continued but the level of coverage will be based on the employee's reduced salary
  - 8) the University's contribution toward disability premiums will be reduced to a level proportional to the employee's reduced coverage
  - 9) tuition remission for the employee's dependents will be available on the same basis as before the leave began
  - 10) tuition remission for the employee shall be the benefit provided for part-time employees

d. Requests for extensions of such leave must be submitted at least one month before the end of the original leave.

## **6. PERSONAL LEAVE**

a.. Full-time employees who have completed their probationary period may take two paid personal days during each year of service based on their anniversary date of employment.

Employees with over 20 years of service receive two additional personal days per year. A personal day is eight (8) hours for an employee who regularly works a 40 hour week.

b. Personal days may not be carried forward from year to year and will be forfeited if not taken prior to the employee's anniversary date.

c. A employee who wants to take a personal day must submit a request to his/her supervisor at least 48 hours advance notice, unless there is an emergency and notice cannot be given. Requests to utilize a personal day must be approved by the supervisor who may deny approval based on scheduling needs.

## **7. LEAVES OF ABSENCE**

a. Following completion of a probationary period, an employee may request a leave of absence without pay not to exceed one year. Such a request may be approved at the discretion of the employee's supervisor.

b. During such unpaid leaves of absence, an employee may continue to be covered by the University insurance plans provided the employee pays the full cost of any coverage.

## **8. EDUCATIONAL AND DEVELOPMENT LEAVE**

a. Following completion of probation, an employee may be eligible for a leave of two weeks or more with pay for developing or increasing skills and abilities that will be of specific use in their work at the University. This leave is not granted for the sole purpose of furthering the employee's education. It is for the purpose of attending classes and workshops, participating in internships and other related activities.

b. The employee shall apply for the leave to his/her Department Manager at least six months in advance if possible. The employee must show the relevance of the program of study to his/her employment. The Department Manager or his/her designee has the discretion to grant or deny the leave taking into account the employee's application, operational needs of the department and fiscal considerations. If granted the leave, the employee must return to the University for a time equal to the length of the leave or must reimburse the University for the value of the leave.

c. If the employee receives outside income as a result of a paid internship, scholarship or grant, such income must be reported to the University and the amount received will be deducted from the salary paid to the employee by the University. However, if the employee anticipates unusual expenses directly related to the objectives of the leave, such as additional living expenses, he/she may request permission to not have the salary reduced by the amount of the full outside income.

d. To be eligible for a leave of more than two months, the employee must have at least six years of continuous service at half-time or more. Such leaves shall not exceed more than ten months except in rare instances where they may be granted for up to a year. Such a leave shall not be granted more than once every six years.

## **9. BEREAVEMENT LEAVE**

a. An employee is entitled to three days of paid bereavement leave for deaths within the immediate family. Immediate family is defined to include: spouse qualified same sex domestic partner or, partner in a civil union, children or stepchildren, parents or stepparents, brothers, sisters, son-in-law, daughter-in-law, grandparents, grandchildren, the mother or father of the employee's spouse, or partner in a civil union, the brothers or sisters of the employee's spouse or qualified same sex domestic partner or partner in a civil union, aunts or uncles.

b. An additional two days of paid bereavement leave will be granted upon the loss of a spouse, partner in a civil union, child, stepchild, parent or stepparent if the employee is involved in making funeral arrangements, settling the estate or for other personal reasons.

c. An employee may request additional time off without pay. Such a request may be approved at the discretion of the supervisor.

## **10. JURY DUTY LEAVE**

a. An employee called to jury duty will receive full pay during such time that he or she must serve during the employee's normal work schedule. Any compensation received during jury duty shall not affect the employee's pay. Benefits shall not be affected for employees on jury duty. However, if the employee is called to duty during his or her probationary period, the supervisor may extend the probationary period by the length of such service.

b. An employee serving on a jury must submit evidence of such service in order to be

paid upon completion of jury duty.

c. If an employee is called jury duty but not chosen to serve as a juror, he or she must report to work immediately after being excused. Failure to do so will be considered an unauthorized absence for which the employee shall not be paid.

## **12. TIME OFF FOR UVM BLOOD DRIVES**

Employees who donate blood during the annual University-sponsored blood drive or during other times of the year will receive their regular rate of pay for the time off required make the blood donation. The employee shall notify his/her immediate supervisor in advance of the date and time for the donation. The normal authorized absence for a blood donation is 1 ½ hours. If more time is needed, it must be approved by the supervisor. Upon return to work, the supervisor may request that the employee show proof of the blood donation.

## **13. VOLUNTEER EMERGENCY SERVICE**

An employee who serves as a community fire fighter, rescue squad member or auxiliary police person who is called from or delayed in reporting to work because of an emergency shall be paid his/her straight time hourly rate while absent. An employee shall notify his/her immediate supervisor if he/she intends to become a member of such an emergency organization. The supervisor does have the discretion to deny such volunteer emergency service if it conflicts with the requirements of the employee's service with the University.

# **ARTICLE 23**

## **RETIREMENT**

### **1. Contributions to Retirement Plans**

The Board will contribute 10% per year of an employee's annual base salary to a retirement saving account, provided the employee has been employed on a regular, continuous basis for at least three years, is in Groups A, B, C, or D and provided, further, that the employee contributes 2% of his or her base salary into the retirement savings account at the same time. The Board offers several retirement savings account options from which the employee may choose. The Board reserves the right to add, delete or modify these options in its discretion.

### **2. Post-Retirement Health Insurance Coverage**

For those employee hired before July 1, 1997, the University will provide post-retirement benefits only if the employee who retires from the University is age 55 or older and has at least 10 years of continuous service with the University. For employees hired on or after July 1, 1997, the University will provide post-retirement benefits only if the employee who retires from the University is age 60 or older and has at least fifteen (15) years of consecutive service with the University.

Such benefits are available to the employee and to his or her dependents who are covered as of the date of the employee’s retirement. Coverage will be the same as that provided to active employees until the employee or his or her dependents become eligible for Medicare. If coverage for active employees changes, the coverage for the retired employee will also change.

The cost of coverage for those full-time employees hired prior to July 1, 1992, and for those hire after July 1, 1997 will be the same as active employees except that, to the extent such costs may be based on percentage of salary, the retired employee’s “base salary” for contribution purposes will be defined as 75% of the average of the employee’s final three years of full-time service at the University.

For dental insurance, the coverage and premium paid is the same as for active employees. The employee must be insured at the time of retirement or wait until open enrollment to qualify.

For those hired on or after July 1, 1992 but prior to July 1, 1997, the following applies as to contribution to medical benefits:

a. If the employee’s age at retirement and years of continuous full-time service is 75 or greater, the employee will be entitled to the same level of contribution from the University as those hired before July 1, 1992.

b. If the employee’s age at retirement and years of continuous full-time service is less than 75, the employee will pay a fixed percentage of the premium cost in accordance with the following schedule, in addition to the dependent premium that active employees pay:

	Retiree’s share	University’s share
Service & Age		
65	50	50
66	45	55
67	40	60
68	35	65
69	30	70

70	25	75
71	20	80
72	15	85
73	10	90
74	5	95
75	0	100

## **ARTICLE 24**

### **TUITION REMISSION**

1. Employees in benefit groups A, B or C may be granted tuition remission for up to 15 credits of course work or thesis research per year beginning any September 1 - August 31 period, tuition free. Employees in benefit groups D, E, or F may take up to six credits in the one year period.

2. If a course is not available during the evening session, supervisors may authorize an employee to attend a class during the workday. However, time spent away from the job to attend classes must be made up by the employee or taken as vacation, personal days or unpaid leave.

3. The University will pay the comprehensive fee and summer session regular fees associated with courses which receive tuition remission benefits.

4. To be covered by tuition remission for a given semester, the employee must begin employment before the close of the semester add/drop period.

5. Tuition remission is available only to paid employees during active employment and to employees who retire after having qualified for University post-retirement benefits. Course work begun under tuition remission during active employment may be completed after an employee becomes inactive (e.g. unpaid leave, termination or layoff) provided that the separation of active employment occurs after the end of the semester add/drop period.

6. The University will pay for in-state or out-of-state tuition depending upon whether the employee or his/her dependents meet the criteria for state residency. It is the responsibility of the employee to correctly complete the necessary paperwork to confirm residency status upon enrollment.

7. The spouse of an employee may audit courses without tuition charge on the same

basis that the employee may take courses for credit. In addition, comprehensive and summer session fees are covered even if the spouse takes the course for credit.

8. If an employee dies, the surviving spouse will be granted tuition remission for all courses taken for credit. There is no restriction on the number of course taken or the degree pursued.

9. Any dependent child of an employee who has been in benefit groups A, B, or C for one year prior to the end of the semester add/drop period may receive tuition remission for all courses taken at the University or any member institution of the Vermont State Colleges. To qualify, the dependent must be a full-time undergraduate student. Such tuition remission will be effective for the semester following the completion of one year of service. To qualify for tuition remission, dependent children must:

a. have accepted admittance to an undergraduate degree or certificate program.

b. be enrolled for at least 12 credit hours each semester, except the final semester if less than 12 credits are needed to graduate; or in circumstances where the student's academic advisor or University Student Health Service or University Counseling and Testing recommends less than a full-time academic load.

c. when applicable, be certified as a dependent by the parent's tax return or when not applicable, by a written certification of dependency and claimed as a dependent for tax purposes in the following tax year, signed by the employee/parent and

d. complete the University or the Vermont State Colleges degree program within seven consecutive academic years and not exceed 150 credit hours, or complete a degree program begun at the University and finished at a state college or vice versa within seven consecutive academic years.

10. In no case will tuition remission be granted:

a. before the first semester of matriculated enrollment

b. if the dependent child already has a bachelor's degree

c. for the pursuit of an advanced degree or

d. if the dependent child has not begun his or her undergraduate degree program before

age 21(unless he or she had to defer a college education because of a full-time service in the armed forces in which case the age limit will be extended by the number of years of active service not to exceed four years plus one additional year at the convenience of the government)

11. Tuition remission will be withdrawn at the beginning of the semester in which:
  - a. the dependent child reaches age 28 unless education was deferred for service in the military
  - b. the child is no longer a dependent
  - c. the employee terminates after the semester add/drop period

12. Tuition remission for summer session courses at the University may be granted if the dependent child submits a memo from his or her faculty advisor to the Director of Human Resources indicating that the credits taken will be applied to satisfy degree requirements.

13. Tuition remission as outlined above is granted to dependent children of: employees who retire after becoming eligible for retirement benefits; active employees who become permanently disabled or die after having completed four years of continuous service with the University; and employees on leave status from the University for not more than one year.

14. If an employee becomes disabled or dies after four years of regular continuous employment at the University, the employee and his/her dependents will remain eligible for the same tuition benefits as before the disability, except that if the employee dies, the surviving spouse may take unlimited courses at the University for credit. There is no minimum length of service for this credit. Remarriage renders the surviving spouse ineligible for this benefit.

## **ARTICLE 25**

### **MILITARY LEAVE**

1. Employees in services of the United States as defined by the provisions of the Uniform Services Employment and Reemployment Rights Acts (USERRA), Title 38, U.S. code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable State and Federal Laws. This shall include the continuation of benefits as required by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the

Employees to be covered by the Statute.

2. Employees who are called to duty for the following reasons
  - a. Annual summer camp training
  - b. Emergency call out ordered by the Government of Vermont or the President of the United States

shall have their regular hourly payments and fringe benefits continue for up to a total of two weeks (10 work days) each calendar year for annual summer camp training and/or for emergency call out ordered by the U.S. Government, President of the United States or the Vermont State government.

3. Employees who leave UVM employment to join the Armed Forces for long-term military service or to attend mandatory training for the National Guard or military reserves shall have their pay and benefits cease as of the last day of their UVM employment as provided by the policies for termination and applicable state and federal law.

4. Reemployment rights upon return from active duty shall be provided by applicable state and federal law.

5. Employees who have not completed their probationary period and who are called to military duty shall have their probationary period suspended and shall complete the remaining time of their probation upon their return to employment.

6. If called to duty prior to completion of basic Police Academy Training, the employee will be required to complete the training, upon his/her return, in accordance with the Academy's regulations.

## **ARTICLE 26**

### **WORKERS COMPENSATION**

1. The University will provide Workers Compensation coverage for all unit members as prescribed by the State of Vermont Workers Compensation legislation. Such coverage will be provided on an insured or self-insured with third party administration basis at the University's discretion.

2. No provision of this contract will supercede any provision of the State of Vermont Workers Compensation law.

3. The University agrees that a supervisor upon being advised by a unit member of an on the job injury, will complete a First Report of Injury and forward it to the University Risk Management Department. The Risk Management Department will in turn submit the report to the

State of Vermont within the time limitations of state law.

4. The University will keep First Report of Injury forms, along with an information sheet, which outlines the procedure for submitting a Workers Compensation claim, along with the name, address and telephone number of the University Workers Compensation Specialist in the Dispatcher's Office.

5. An employee who is injured on the job and is sent home for medical treatment will receive pay at the applicable hourly rate for the balance of the scheduled shift for that day. If the injured employee returns to work but is required by the treating physician to receive additional medical treatment and such treatment can only be administered during regular duty hours, he/she will be compensated at his/her rate of pay for such time. The University will retain the right to have a University designated physician confer with the employee's doctor and confirm the employee's medical prognosis.

Except in emergency situations, the injured employee must notify his/her supervisor of a medical follow-up appointment as far in advance as is possible. The employee will make reasonable effort toward scheduling medical follow-up appointments during non-shift hours or if necessary toward the beginning or end of the work shift and return to work directly after the medial appointment and provide his/her supervisor with written evidence of the time and place of the appointment.

Employees who have been released to return to work full duty from a workers compensation injury but are required by the treating physician to attend additional treatment or diagnosis exams or visits which are scheduled outside of the employees scheduled shift hours shall be compensated up to three (3) hours pay at their current wage rate for time spent at all such exams or visits. Total time compensated any employee for each injury shall not exceed three (3) hours.

6. Modified Work (light duty)

a. The University may, at its discretion, establish a temporary modified work program for an employee designated to provide a temporary work assignment where the employee is unable to perform his or her normal work due to a disabling on the job injury. If an employee fails to accept a modified work assignment which has been deemed acceptable in light of the employee's restrictions by attending physicians, he or she may compromise continuance of workers

compensation payments.

Employee light duty assignments, when offered, shall be tendered to the employee in advance with a set work schedule within the guidelines of the attending physician. Such schedules shall be reviewed and approved by the attending physician in advance of the assignments. Light duty assignments to the extent practicable shall normally be developed to provide the employee with his/her normal shift hours unless due to restrictions in such hours made by the attending physician.

b. While working under temporary or modified conditions (light duty) the employee will accrue all employee benefits to which he/she would be entitled in his/her regular position. Since the nature of light duty work may vary significantly from case to case and may also vary considerably from the employee's normal work responsibilities, the employee may receive, depending upon the nature of the light duty, his/her normal rate of pay for such work or the rate of pay of a lower or a rate between the two classifications as determined by the chief.

7. The University will provide reinstatement rights to an employee injured on the job in accordance with the provisions of the State Workers Compensation law.

## **ARTICLE 27**

### **STEWARDS**

1. The University recognizes the right of the Local Union to designate one (1) Job Steward and alternate from the University's seniority list. The authority of the Job Steward and alternate so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities.

- a. the investigation and presentation of grievances with the appropriate University representative in accordance with the provisions of the collective bargaining agreement without loss of time or pay;
- b. the collection of dues when authorized by appropriate Local Union actions;
- c. the transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such message and information.

1c. have been reduced to writing, or,

2c. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the

Police Services Department.

2. Recognizing the important of the role of the Union Steward in resolving problems or disputes between the University and its employees, the University affirms its commitment to the active involvement of Union Stewards in such process in accordance with the terms of this Article.
3. The Job Steward or the designated alternate shall be permitted reasonable time to investigate, present and process grievances without interruption of the Department operation. Upon notification to his or her supervisor, the Stewards shall be afforded a reasonable period of time to investigate, present and process grievances and to represent employees concerning grievances and discipline so long as such activity does not interrupt the Department's operations. Such time spent by the Job Steward or the designated alternate shall be considered working hours in computing daily and/or weekly overtime.
4. The University agrees to provide a bulleting board or reasonable space on existing bulleting boards for the posting of messages forwarded to the Steward or alternate by the Local Union. The bulletin board will be placed in an area accessible to the bargaining unit employees.

Use of the bulletin board shall be restricted to activities of the Union for the following purposes only;

- a. Notices of recreational, education and social affairs
- b. Notices of election of Union officers, stewards and representatives and the results of such elections.
- c. Notices of Union meetings, events and activities

If is understood that the bulletin board shall be limited to Union business matters shall not be used for the posting of organizational activities or literature or for the posting of any material derogatory to the University subject to the same restrictions herein. Similarly, the University shall not post anything derogatory to the Union on the bulletin board.

## **ARTICLE 28**

### **NO STRIKE/NO LOCKOUT**

1. The Union, on behalf of its officers, agents and members, agrees that so long as this

Agreement or any written extension hereof is in effect, it shall not call, support, engage in or condone any strike, slow-down, refusal to cross a picket line while in the performance of their official duties, intermittent strike, work stoppage, sit-down or recognitional picketing.

2. The Union will take all necessary effective and affirmative action to avoid any actions prohibited in Section A, and if any such activity occurs will immediately inform the employees they are in violation of the Agreement and/or state law and direct employees to comply with the Article.

3. It is understood that all provisions of this Article are binding on all employees in the unit and that a violation of this article by any employee will lead to disciplinary action up to an including discharge.

4. The Employer agrees that during the term of this contract that it shall not lockout employees covered by this bargaining agreement.

## **ARTICLE 29**

### **EFFECT OF AGREEMENT**

1. This Agreement represents the complete agreement by the parties in respect to wages and benefits, hours of employment, terms and conditions of employment and all other matters relating to the employer-employee relationship which shall prevail during the term hereof. It is understood that any subjects or matters not herein covered shall be deemed to have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

2. If the parties voluntarily and mutually agree to execute a side letter of understanding for any purpose the following will pertain:

- a. Consideration of any such side agreement must be by mutual agreement of both parties.
- b. Any side agreement reached must be accepted by the bargaining unit employees by secret ballot vote as provided by the By-laws of the International and Local Union.
- c. Side agreements approved shall remain in effect through the term of this Agreement only and upon expiration of this agreement shall automatically no

longer be in force or effect unless specifically continued by mutual agreement of the parties.

### **ARTICLE 30**

#### **EXTRA CONTRACT AGREEMENTS**

Except as may otherwise be provided in this Agreement the University agrees not to enter into, or attempt to enter into, any Agreement or contract with its employees covered by this Agreement, either individually or collectively, or require or attempt to require employees to sign any document, either individually or collectively, which in any way conflicts with the provisions of this Agreement.

Any such Agreement between the University and any or all bargaining unit members shall be null and void and refusal of any or all of the unit members to abide by the Agreement shall not be cause for discipline.

### **ARTICLE 31**

#### **SEPARABILITY**

In the event any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any Court having jurisdiction over the matter at issue or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the remainder of the Agreement shall continue to be binding upon such parties hereto.

The provision of this Agreement held to be void or invalid shall be renegotiated by the parties within ninety (90) days of such determination, if possible, to comply with the determination of the Court or administrative agency concerning its legality.

**ARTICLE 32**  
**DURATION AND RENEWAL**

The Union and University agree to reopen the agreement for FY2007 to negotiate changes to the contract in the following areas only:

1. Wages
2. Medical Insurance
3. Retirement Program
4. Comp Time provisions

Other than these areas, this Agreement shall continue in full force and effect from the date of final Union ratification, August 30, 2004 until midnight, June 30, 2007, and shall be automatically renewed from year to year thereafter until, at least one hundred and twenty days (120) prior to any expiration date, either party notifies the other in writing of its desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the Board of Trustees of the University of Vermont has caused this instrument to be signed and sealed by its duly authorized representatives and the Union has caused this instrument to be signed and sealed by its duly authorized representatives.

FOR THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF VERMONT

FOR THE CHAUFFEURS, TEAMSTERS,  
WAREHOUSEMEN AND HELPERS UNION  
LOCAL NO. 597

\_\_\_\_\_  
PATRICIA ELDRED

\_\_\_\_\_  
SHARON PATENAUDE

\_\_\_\_\_  
CARYN GRONVOLD

\_\_\_\_\_  
WILLIAM SULLIVAN

\_\_\_\_\_  
SUSAN LOWREY

\_\_\_\_\_  
RONALD RABIDEAU

DATE: \_\_\_\_\_

\_\_\_\_\_  
NICHOLAS DIGIOVANNI, JR., ESQ.

DATE: \_\_\_\_\_

## Side Letter of Understanding Compensatory Time Accumulation

During the negotiations for the 2004-2007 collective bargaining agreement, the parties agreed that for the balance of FY05 and FY06, the Chief will exercise his discretion to allow up to 80 hours of compensatory time to be accumulated under the agreement by individual employees. The Chief may at his option cash out such comp time for any employee at the end of each fiscal year.

## Side Letter of Understanding Compression Adjustments

As a side letter to the Agreement, the parties agree that whenever the Chief hires a new police officers or dispatcher at a level higher than the appropriate pay band, he/she shall have the discretion to adjust the salaries of current officers or dispatchers if the new hire's rate will create a significant compression problem within the department. The Union will be advised of any such adjustments and may discuss the adjustments with the Chief.

The Chief shall also have the discretion to hire experienced police officers or dispatchers and/or those with advanced education at a rate higher than the appropriate pay band and, if he/she so, will also have the discretion to adjust the salaries of current officers or

dispatchers if the new hire's rate will create a significant compression problem within the department. The Union will be advised of any such adjustments and may discuss the adjustments with the Chief.

7/18/02