AGREEMENT

Between

THE UNIVERSITY OF VERMONT

and

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN

and HELPERS UNION NO. 597

July 28, 2016 through June 30, 2019
<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>Article 2</td>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>Article 3</td>
<td>MANAGEMENT RIGHTS</td>
<td>1</td>
</tr>
<tr>
<td>Article 4</td>
<td>DUES CHECK-OFF</td>
<td>3</td>
</tr>
<tr>
<td>Article 5</td>
<td>COLLECTIVE BARGAINING SERVICE FEE</td>
<td>3</td>
</tr>
<tr>
<td>Article 6</td>
<td>PROBATIONARY PERIOD</td>
<td>4</td>
</tr>
<tr>
<td>Article 7</td>
<td>TEMPORARY EMPLOYEES</td>
<td>5</td>
</tr>
<tr>
<td>Article 8</td>
<td>ANTI-DISCRIMINATION</td>
<td>5</td>
</tr>
<tr>
<td>Article 9</td>
<td>GRIEVANCE AND ARBITRATION PROCEDURE</td>
<td>6</td>
</tr>
<tr>
<td>Article 10</td>
<td>HOURS OF WORK, SCHEDULING AND OVERTIME</td>
<td>7</td>
</tr>
<tr>
<td>Article 11</td>
<td>LAYOFF</td>
<td>11</td>
</tr>
<tr>
<td>Article 12</td>
<td>SUBCONTRACTING</td>
<td>12</td>
</tr>
<tr>
<td>Article 13</td>
<td>DISCIPLINE AND DISCHARGE</td>
<td>12</td>
</tr>
<tr>
<td>Article 14</td>
<td>PERFORMANCE PORTFOLIOS and PERSONNEL FILES</td>
<td>14</td>
</tr>
<tr>
<td>Article 15</td>
<td>VOLUNTARY TRANSFERS BETWEEN CLASSIFICATIONS</td>
<td>14</td>
</tr>
<tr>
<td>Article 16</td>
<td>DISPATCHER AND OFFICER TRAINING</td>
<td>15</td>
</tr>
<tr>
<td>Article 17</td>
<td>UNIFORMS / EQUIPMENT ALLOWANCE</td>
<td>16</td>
</tr>
<tr>
<td>Article 18</td>
<td>PAYROLL PERIODS</td>
<td>16</td>
</tr>
<tr>
<td>Article 19</td>
<td>WAGES</td>
<td>17</td>
</tr>
<tr>
<td>Article 20</td>
<td>SHIFT DIFFERENTIAL</td>
<td>18</td>
</tr>
<tr>
<td>Article 21</td>
<td>BENEFITS</td>
<td>19</td>
</tr>
<tr>
<td>Article 22</td>
<td>LEAVES OF ABSENCE</td>
<td>26</td>
</tr>
<tr>
<td>Article 23</td>
<td>POST-RETIREMENT BENEFITS</td>
<td>35</td>
</tr>
<tr>
<td>Article 24</td>
<td>TUITION REMISSION</td>
<td>38</td>
</tr>
<tr>
<td>Article 25</td>
<td>MILITARY LEAVE</td>
<td>41</td>
</tr>
<tr>
<td>Article 26</td>
<td>WORKERS’ COMPENSATION</td>
<td>42</td>
</tr>
<tr>
<td>Article 27</td>
<td>STEWARDS</td>
<td>43</td>
</tr>
<tr>
<td>Article 28</td>
<td>NO STRIKE/NO LOCKOUT</td>
<td>44</td>
</tr>
<tr>
<td>Article 29</td>
<td>EFFECT OF AGREEMENT</td>
<td>44</td>
</tr>
<tr>
<td>Article 30</td>
<td>EXTRA CONTRACT AGREEMENT</td>
<td>44</td>
</tr>
<tr>
<td>Article 31</td>
<td>SEPARABILITY</td>
<td>45</td>
</tr>
<tr>
<td>Article 32</td>
<td>K-9 OFFICER</td>
<td>45</td>
</tr>
<tr>
<td>Article 33</td>
<td>DURATION AND RENEWAL</td>
<td>46</td>
</tr>
<tr>
<td>Side Letter</td>
<td>Signing Bonuses: Police Officers</td>
<td>47</td>
</tr>
<tr>
<td>Side Letter</td>
<td>Interim Assignments</td>
<td>48</td>
</tr>
<tr>
<td>Side Letter</td>
<td>Limited Reopeners</td>
<td>48</td>
</tr>
<tr>
<td>Appendix A</td>
<td>Membership Application</td>
<td>49</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Uniform/Appearance Guidelines</td>
<td>50</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Vermont Police Academy Training Agreement</td>
<td>53</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Benefit Groups Defined</td>
<td>54</td>
</tr>
<tr>
<td>Appendix E</td>
<td>UVM Medical Plan</td>
<td>55</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Dental Coverage Chart</td>
<td>63</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Equal Employment Opportunity/Affirmative Action Policy</td>
<td>65</td>
</tr>
<tr>
<td>Appendix H</td>
<td>Flexible Spending Accounts</td>
<td>68</td>
</tr>
<tr>
<td>Appendix I</td>
<td>Parental, Family and Short-Term Leave</td>
<td>69</td>
</tr>
<tr>
<td>Appendix J</td>
<td>Post-Retirement Medical Benefits, Pre-Age 65</td>
<td>71</td>
</tr>
<tr>
<td>Appendix K</td>
<td>Post-Retirement Medical Benefits, Post-Age 65</td>
<td>72</td>
</tr>
</tbody>
</table>
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

2.1 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.

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

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

2.4 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.

2.5 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 37½ 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.

2.6 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.

2.7 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 1040 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.

2.8 Base rate. The term “base rate” refers to the straight-time hourly rate, excluding shift differential.

2.9 Regular rate. The term “regular rate” refers to the base rate plus shift differential.

Article 3  MANAGEMENT RIGHTS

3.1 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 that have been reserved to the Board through legislative acts and state regulation, and any future rights and responsibilities that 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 band 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 and 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, and labor saving 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 Police Services’ 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 case of
emergency.

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

3.2 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.

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

3.4 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 the same.

3.5 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 portfolios. 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**

4.1 The University will check off Union dues in the amount specified in the Union Constitution and Bylaws 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. (See Appendix A.)

4.2 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 20th 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 each month the University shall update the highest straight-time rate of each employee paid on such billing and return it to the Local Union.

4.3 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**

5.1 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 they 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 employees 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 to the Local Union by the suspended employee.

5.2 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 (SELRA).

5.3 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 the Local Union that they will be collective bargaining service fee payers.

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

5.4 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.
5.5 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

6.1 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.

Probationary employees may be disciplined or discharged at any time during their probationary period, with or without cause and with or without notice. Probationary employees who are disciplined or discharged shall not have recourse to the grievance or arbitration provisions of this Agreement. However, probationary employees 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 probationary employees.

Employees who successfully complete a probationary period shall then be credited with seniority back to their most recent date of hire.

6.2 Police Officers

a. 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 (9) 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 officers who do not successfully complete the certification within a reasonable time of hire may be subject to dismissal, and such dismissal shall not be subject to the grievance or arbitration procedure of this Agreement.

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

6.4 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 who, upon completion of the six (6) month probationary period, 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, employees shall be added to the seniority roster. If employees fail to complete the certification process successfully they 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.

d. Once employees complete probation they shall be added to the Seniority Roster within their job classification. Such placement on the roster shall be based on the employee’s date of hire for all intents and purposes relating to seniority rights within the collective bargaining unit.

6.5 **Probationary periods** for employees contained herein may be extended for up to an additional ninety (90) 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.

6.6 **Seniority Roster.** The Department shall maintain an updated seniority list containing the seniority dates of police officers, service officers and dispatchers by classification, in descending order from the most senior 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 thirty (30) calendar days of employees being added or deleted from the last posted roster.

**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 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 15th 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**

8.1 Neither the University nor the Union will discriminate against employees on any employment matter on the basis of race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, disability, age, positive HIV-related blood test results, genetic information, gender identity or expression, or status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces Services Medal veteran (collectively “protected veterans”), as these terms are defined under applicable law, or any other factor or characteristic protected by law. Further, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, or any other activity related to the administration of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (VEVRAA), Section 503 of the Rehabilitation Act of 1973 (Rehabilitation Act), or the Affirmative Action provisions of federal, state or local law; opposing any act or practice made unlawful by
Article 8, Anti-Discrimination (cont.)

8.2 Neither the University 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

9.1 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.

9.2 The parties acknowledge that it is more desirable for employees and their immediate supervisors to resolve problems through free and informal communication. Grievances that are not satisfactorily resolved informally shall be reduced to writing and processed under this Article.

9.3 Employees shall have the right to have a Union representative present at all stages of the process. However, employees also shall have the right to present grievances to the University without the intervention of the Union. If employees decide to pursue a grievance on their own, the Union will be kept informed of any resolution to the grievance. The resolution of an individual grievance may not contravene specific provisions of the collective bargaining agreement without the agreement of the Union.

9.4 The term “days” when used in this Article shall refer to calendar days.

9.5 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 that is the basis for the grievance.

9.6 Step One. The grievance must be presented in writing and received by the Chief of Police (or 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 designee), the grievant, and the 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 designee) shall forward a written answer to the grievance to the grievant and steward or alternate steward, with a copy to the Union.

9.7 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 appropriate reporting line Associate Vice President. Within ten (10) days of receipt of the Step Two grievance, the Associate Vice President (or designee) will hold a meeting with the grievant, a Human Resource Services representative and the Union representative. The Union and the Associate Vice President (or designee), at their discretion, may have witnesses and other interested parties attend the meeting as well. If the grievance is not resolved at this meeting, then within ten (10) days of the meeting, the Associate Vice President (or designee) shall forward an answer to the grievance to the grievant and steward or alternate steward, with a copy to the Union.

9.8 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 with the appropriate reporting line Vice President. Within ten (10) days of receipt of the Step Three grievance, the Vice President (or designee) will hold a meeting with the grievant and the Union representative. The Vice President (or designee) shall, at their discretion, 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.
9.9 **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.

9.10 It is understood that employees pursuing a grievance or having a grievance pursued on their 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.

9.11 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.

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

9.13 If the grievance involves allegations that the University has discriminated on the basis of race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, disability, age, positive HIV-related blood test results, genetic information, gender identity or expression, or status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces Services Medal veteran (collectively, “protected veterans”) as these terms are defined under applicable law, the grievance will be processed in the same manner as any other grievance, except that either the grievant or the University shall have the option of forwarding such a grievance to the University Office of Affirmative Action and Equal Opportunity (AAEO) after it has been initially filed.

In such a case, the processing of the grievance shall be suspended pending completion of an investigation by AAEO of the factual issues surrounding the grievance. The investigation by AAEO will be limited to findings of fact and a determination as to whether University policy has been violated. Absent extenuating circumstances, the AAEO investigation will be completed within thirty (30) days of AAEO’s receipt of the grievance. Upon completion of the investigation, AAEO will send a report to the grievant, to the respondent, to the University through its Contract Administrator, and to the Union. Upon receipt of the AAEO report, the grievance process shall proceed from the point at which it was suspended.

It is understood that once the grievance process is reinitiated, both parties retain their rights to present evidence or argument in support of or in opposition to the grievance presented.

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**

10.1 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 on Monday at 12:01 a.m. and ends at midnight the following Sunday.

10.2 The Chief (or designee) shall determine the work assignments, work schedule and shift of employees based on the needs of the department. The Chief (or designee) may establish a rotating shift schedule for the police officer classification, which shall change on the first Monday of every month. Shift bidding shall
take place every four 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 two tours of duty (eight [8] consecutive months). After completion of two tours of duty (eight [8] consecutive months), an officer shall be required to bid to an alternative shift schedule for at least one tour of duty (four [4] consecutive months).

It is understood that the Chief (or designee) may review such bids and if in their judgment the shift is staffed with too many inexperienced officers, the Chief (or designee) may assign the least senior experienced officer to the shift. Such assignment will occur after requesting volunteers from the experienced officers group to transfer to the shift in question.

The Chief (or 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 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 designee).

10.3 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 designee) agrees to discuss the proposed changes with the affected employees. The Chief (or designee) 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 semi-annual basis. Such bidding will take place in January to take effect in June, and in June to take effect in January.

10.4 Except in unusual situations, including unforeseen staff vacancies, the Chief (or designee) will provide at least fourteen (14) days’ notice of any changes in work schedules or shift assignments. The Chief (or designee) may call in employees for special meetings or training with 14 days’ notice. On such occasions the Chief (or designee) and the employee may mutually agree to adjust the hours of work for that particular workweek. Employees affected by any changes made to the schedule will be notified by email at the time the schedule is changed. Management will not plan or schedule meetings or training on July 4, Thanksgiving or Christmas (or the day before and after) unless unforeseen circumstances warrant it.

10.5 The Chief (or designee) may, in their 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 of not less than 32 hours per week from June 1 to August 20 of any calendar year. It is understood that there is no entitlement to any such alternative work schedule pursuant to this section and the decision by the Chief (or designee) to not establish an alternative work schedule shall not be grievable.

10.6 Subject to the approval of the Chief (or designee), Employees may swap shifts monthly, weekly or daily or any special event assignments with other employees in the same classification. Entire shift swaps may be approved on a case by case basis. 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.

10.7 The Chief (or 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 designee).
10.8 Overtime Assignments on Scheduled Shifts

In all cases, the Chief (or designee) will decide whether to fill shift vacancies generated by unscheduled (less than seven days’ advance notice) or scheduled absences (seven days or more advance notice) absences. The Chief (or designee) may approve multiple employees to fill parts of a shift, consistent with the terms of this agreement. In the event that the Chief (or designee) decides to fill a shift vacancy for any position (police officer, dispatcher, or service officer), the following protocol shall apply:

a. Police Officers’ overtime assignment for UNSCHEDULED absences:
   (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. Police Officers’ overtime assignment for SCHEDULED absences:
   An open shift bid will be utilized. Officers who have the requisite skills and ability to perform the work will be offered the assignments in order of seniority. If no officer chooses to take the assignment under (a) or (b) above, the Chief (or designee) shall be free to assign the least senior officer to the assignment or to assign a supervisor to cover the assignment.

c. Dispatchers’ and Service Officers’ overtime assignment for UNSCHEDULED absences:
   (1) Prior shift employee
   (2) Following shift employee
   (3) Employee on scheduled day off
   (4) Temporary employees
   (5) Available qualified officers
   (6) Supervisors

d. Dispatchers’ and Service Officers’ overtime assignment for SCHEDULED absences:
   An open shift bid will be utilized. Dispatchers and service officers who have the requisite skills and ability to perform the work will be offered the assignments in order of seniority. If no dispatcher or service officer chooses to take the assignment under (c) or (d) above, the Chief (or designee) shall be free to assign the least senior employee to the assignment or to assign a supervisor to cover the assignment.

10.9 Special Event Assignments

a. For Police Officers. Special event assignments that are known at least seven (7) days in advance and cannot be covered by regularly assigned officers during a given shift, shall normally be offered in order of seniority. When special assignments are covered by a shift officer, the officer assigned to the special assignment may swap the hours prior to or after the regular shift, consistent with Section 6 of this article. Employees shall be offered the assignment in order of seniority, provided they have the requisite skills and ability to perform the work.

   Notwithstanding the above, the Department maintains the option of covering the special event by having officers stay later or come in earlier on their regularly assigned shift. Nothing herein shall be construed to limit the right of the Department, after seeking volunteers, to make a final assignment of work to the least senior officers 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 for a particular special event.

For special events that are not known seven (7) days in advance, the Department, at its discretion, will use one of the following options, in the following order: (1) seek volunteers to fill the shift or assignment if time permits; (2) offer the work to an officer utilizing the list provided in subsection 8(a) of this article; (3) offer the work to supervisory personnel; or (4) directly assign an officer to fill the shift or assignment without using the list.

Officers who report as scheduled to cover a Special Event, but find that the event has been cancelled, shall receive three (3) hours paid at their regular rate for reporting as scheduled. This time shall not count as time actually worked.

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 their 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.

b. For Dispatchers and Service Officers. Dispatchers and Service Officers will be scheduled as deemed necessary for special events.

10.10 Compensatory Time

Employees entitled to overtime pay may request compensatory time in lieu of overtime pay, up to a maximum of 90 hours of comp 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 to take accrued comp time at least two weeks in advance if they are planning to use more than two days of comp time, and at least seventy-two hours in advance if they are planning to use two days or less of comp 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.

10.11 At the discretion of the Chief (or designee), employees may be asked to serve on-call. Employees who are on call shall receive an on-call compensation of 12% of their regular hourly rate for each hour of the scheduled on-call status, not to exceed a total of four hours of regular hourly pay per week. On-call employees do not have to remain on the premises, nor do they have to remain at home. However, they 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 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 designee) to be on such status. In cases where employees are placed on call, they will be provided a paging device.

10.12 When employees are called into work from an on-call status, they will be guaranteed a minimum of three (3) hours of work at their regular rate unless, as a result of these three hours, they otherwise become eligible for overtime compensation under the terms of this article.

10.13 When employees who are not on-call are nevertheless required to come into work with less than 24 hours’ notice, they will be guaranteed a minimum of three (3) hours of overtime pay or shall be paid at the overtime rate of 1½ times their regular rate of pay for all hours worked, whichever is greater.
10.14 Employees who are required to attend a court or judicial proceeding, or a University disciplinary proceeding that relates to the performance of their duties, outside their normally scheduled work hours, will first report to work. They will then be compensated at their regular 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 employees are required to attend a court or judicial proceeding, or a University disciplinary hearing, and the proceeding is canceled, and they are not notified prior to leaving for work, then they shall receive a minimum of four (4) hours of regular rate pay for reporting to work. If the proceeding or hearing is concurrent with their scheduled hours and the proceeding is canceled and they are not notified prior to leaving for work, they shall be compensated for those hours prior to their normally scheduled shift only. All hours paid under this section shall accrue toward the overtime provisions of this article.

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

**Article 11  LAYOFF**

11.1 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 a permanent basis. The decision to lay off employees and the extent of such layoff shall be reserved in the sole discretion of the University. 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.

11.2 Employees shall be selected for layoff on the basis of a consideration of multiple factors including their training, their experience, their ability, and their qualifications to perform the remaining unit work, a review of their prior performance of unit work, and their length of service in the classification. When, in the judgment of the University, all factors are equal, 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.

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

11.4 Employees who are laid off shall maintain recall rights to return to the same position from which they were laid off for a period of eighteen (18) months, provided they are qualified and have 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, employees shall return to the Police Services Department with the same seniority they had accrued at the time of the recall. If hired into any other classification within the Department, they shall return as new employees and be rehired with a new seniority date. If during the eighteen (18) month period an opening develops in their original classification after they have taken another position within the Department, they may return to the original classification with no loss of seniority. The University shall recognize their total length of service for fringe benefit purposes if they are rehired into another classification within the 18 month period.
11.5 Employees who are laid off shall notify the Department of any change in address or phone number in order to provide a contact point for recall or notification of vacancies which may arise within the Department during the term of their layoff. Once recalled to work by written notice sent certified mail, employees must report for duty within fourteen (14) calendar days of notification or they shall forfeit all recall rights unless their failure to report was due to proven illness or injury.

11.6 Laid off employees who are not recalled to their original classification or are not rehired into some other classification shall, at the conclusion of eighteen (18) months, be considered terminated by the University.

**Article 12  SUBCONTRACTING**

12.1 Nothing in this Agreement shall in any way limit the University’s right to decide, at 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’ notice prior to any department elimination.

12.2 In situations not covered under 12.1, 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 that the unit does not possess or that allow 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.

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

**Article 13  DISCIPLINE AND DISCHARGE**

13.1 Nothing in this article shall serve to replace the procedures and practices described in the Department of Police Services Directive #OPS-800 regarding professional standards.

13.2 Except for probationary employees, no employee shall be disciplined, suspended or discharged without just cause. Probationary employees may be terminated during their 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.

13.3 An employee shall have the right to have a Union steward present whenever the employee is called to a meeting to receive a formal verbal warning, a written warning, suspension or discharge, or whenever the employee is asked to participate in an investigatory interview which the employee reasonably believes may lead to disciplinary action. This does not preclude notification to an employee of disciplinary action by mail. Every effort will be made to complete disciplinary investigations in a timely manner. If such an investigation is extended beyond 60 days, the employee and the union shall be notified of the nature of the delay (e.g. lack of access to information, incomplete information, relevant persons not available, etc.).
13.4 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 that led to the previous written warning.

13.5 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.

13.6 Non-probationary employees who may be subject to discharge shall be notified in writing that such action is being contemplated by the Chief (or designee). The notice shall at 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 designee) shall meet with the employee and the Union representative, normally within three (3) 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 (10) 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 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.

13.7 Allegations of misconduct that 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 delayed due to extenuating circumstances. In any case where it is necessary to investigate an allegation of misconduct, the Chief may 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.

13.8 Where discipline or discharge cases are grieved and brought to the Vermont Labor Relations 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  PERFORMANCE PORTFOLIOS and PERSONNEL FILES

The University shall review employee performance portfolios once a year between February 1st and June 30th. Reviews will occur during the employee’s 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 forty-eight (48) 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. If, during the review, issues concerning the employee’s performance are raised and the supervisor overseeing the review is unable to satisfactorily address the employee’s concern relating to how or why such issues are included in the review report, the employee may appeal the specific related issue to the Deputy Chief of the department in writing. The Deputy Chief shall meet with the employee and shall address the concerns raised by the employee.

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 will be notified of any entries made in their performance portfolios within 14 days. Employees may respond to entries made in their performance portfolio in writing, and such responses will become part of the portfolio. Failure to provide such notification within 14 days will not change the record in the performance portfolio.

Article 15  VOLUNTARY TRANSFERS BETWEEN CLASSIFICATIONS

15.1 Transfer Requests. Employees who have completed their probationary period and have attained seniority in one of the classifications covered by this Agreement may apply for transfer to an open position in another classification covered by this Agreement. Employees requesting such a transfer shall do so in writing to the Chief (or designee), with a copy to the Local Union representative or steward.

Provided employees meet the minimum qualifications for the open position, they will be given an interview for the position. The Chief (or designee) shall consider such transfer requests in good faith and may also consider outside candidates at their discretion or upon direction from the Office of Affirmative Action. Approval of any such transfer shall be made at the discretion of the Chief (or designee).

15.2 Trial Periods. Upon approval of transfer, employees shall serve a trial period as provided herein:

a. Transfer to higher pay band classifications
   (1) Police Officers................................. 270 calendar days
   (2) Dispatchers................................. 120 calendar days

b. Transfer to lower pay band classifications
   (1) Dispatchers................................. 90 calendar days
   (2) Service Officers............................. 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 designee) retains the right to decide whether or not employees have successfully completed the trial period in the new classification. In cases of transfers to higher pay band classifications, the Chief (or designee) retains the right to terminate the trial period at any time, in which case employees shall have the rights provided for in Section 3.
15.3 **Failure to Successfully Complete Trial Periods.** Employees who voluntarily decide to return to their former classification during the trial period or who fail to successfully complete the trial period will be entitled to return to their 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 band position.

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

15.4 **Rights Upon Transfer**

- **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.

- **Pay Rates.** Employees shall receive, as of their date of transfer to the new classification, hourly pay rates equal to their previous pay band position in the classification they transferred from. For example, if the employee transferring is receiving, at the time of transfer, an hourly pay rate that places them halfway between the pay band minimum and the pay band maximum in their pay band, they shall receive an hourly pay rate equal to this same position in the pay band they have transferred to. This pay adjustment shall apply to transfers to higher or lower pay bands as the case may be.

- **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 by this Agreement that are based upon the employee’s total length of service for the employer.

**Article 16  DISPATCHER AND OFFICER TRAINING**

16.1 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 pinpoint areas of training where the training of officers, dispatchers and/or service officers would be beneficial.

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

16.3 Employees who are required by the Chief (or designee) to attend training courses, seminars, conferences or similar sessions, shall receive their regular rate of pay for the time spent attending the training. Employees who are required to attend such training shall also receive their regular rate of pay for travel hours that fall within their scheduled shift. Time spent outside the scheduled training shall not be compensated, except as required by applicable state and federal statutes.

Hours paid to employees required to attend training shall accumulate toward 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 designee). Compensation for voluntary attendance shall be at the discretion of the Chief (or designee). If compensated for such time, it shall be at the employee’s regular rate of pay for the hours designated by the Chief (or designee) and may be considered time worked for the purpose of accumulating hours toward overtime, as provided under applicable state and federal statutes.
16.4 Employees shall be reimbursed for expenses incurred for meals and lodging for mandatory training according to the provisions of the University’s Travel Policy. The Chief may, at the Chief’s discretion, reimburse the expenses of those employees who voluntarily attend training.

16.5 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.

16.6 When the Chief (or designee) assigns certified FTO patrol officers (Field Training Officers), CTO dispatchers (Communication Training Officers), and/or selected service officers to perform formal training duties, those employees shall be compensated an additional 12% of their regular rate for those hours that are scheduled and worked performing designated training duties.

The FTO, CTO, and selected service officer duties must be formally assigned and scheduled by the Chief (or designee) in order for the officers, dispatchers, or service officers to receive the 12% 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 (or designee).

Article 17  UNIFORMS / EQUIPMENT ALLOWANCE

17.1 The University will determine the appropriate uniform required of employees within the department of Police Services. (See Appendix B, “Required Uniform,” as of the effective date of this Agreement).

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

17.3 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 designee).

17.4 At the start of every fiscal year, the University shall provide:

   a. A $200 allowance to cover the purchase of any non-issued equipment directly related to the performance of departmental duties. Any unused portion of the allowance may be carried over into a subsequent fiscal year, but the balance may not exceed $400.

   b. New employees shall receive this allowance on July 1 following completion of their probation.

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.

Employees 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 made available for pick up at the Payroll Office within three working days of the date upon which the University Payroll department 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

19.1 All bargaining unit employees who have completed one (1) year or more of service in their current job classification shall receive the following wage increases:

FY 17, Effective July 1, 2016 .................. 2.0%
FY 18, Effective July 1, 2017 .................. 2.0%
FY 19, Effective July 1, 2018 .................. 2.0%

19.2 Effective July 1, 2016, the pay band minimums and maximums shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Min</th>
<th>Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officers</td>
<td>$19.97</td>
<td>$29.96</td>
</tr>
<tr>
<td>Dispatchers</td>
<td>$15.20</td>
<td>$25.85</td>
</tr>
<tr>
<td>Service Officers</td>
<td>$11.28</td>
<td>$19.18</td>
</tr>
</tbody>
</table>

It is understood that the pay bands for the Police Officer, Dispatcher, and Service Officer positions may be adjusted by the University during the term of this Agreement. The University will notify the Union in writing 30 days prior to implementing a band modification. Upon request, the University will meet to discuss with the Union the proposed adjustment(s). The Union may present alternatives to the proposed changes. The University reserves the right to make the final decision, but shall consider the Union’s input in good faith.

19.3 Hiring Criteria. The parties agree that when the Chief hires a new police officer, service officer or dispatcher, the Chief shall have the discretion to set the wages of the new hire. The Chief may adjust the wages of current employees whose wages are significantly compressed as a result of the new hire’s wages. The Chief will use the following criteria to set wages and make adjustments:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>% of Pay Band Minimum Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master’s Degree</td>
<td>7.50%</td>
</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>5.00%</td>
</tr>
<tr>
<td>Associate’s Degree</td>
<td>2.50%</td>
</tr>
</tbody>
</table>

Other Relevant Training or Experience such as:

- Relevant Military
- Officer/Dispatch Training
- Experience within Vermont as a Dispatcher, Service Officer, Police Officer or Equivalent
- Experience within higher education (knowledge of laws, policies, or best practices related to higher education)

Prior Law Enforcement/Dispatcher/Service Officer Experience 1% of base pay for every two years, up to a maximum of the pay band midpoint
a. Off-cycle adjustments may be made if an educational degree is earned after an employee's date of hire, but the adjustment will be the difference between the applicable percentages of the pay band minimum.

b. If the Chief intends to hire an employee with prior law enforcement, dispatch, or service officer experience above the pay band midpoint, the Chief (or designee) will notify the Union and will meet and confer to discuss the rate of hire.

c. The criteria percentage adjustments may be made cumulatively.

19.4 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. (See Appendix C).

19.5 If, during the life of the contract, the Department of Police Services creates a corporal rank, the corporal program will be established according to Police Services’ policies and procedures and will be in accordance with the operational needs of the department. Any proposed wage increase for officers who successfully complete the program will be bargained by the University and the Union.

19.6 **CALEA Accreditation.** As long as Police Services’ unit members maintain CALEA accreditation approval status, the University of Vermont will allocate $50 to each unit member. This amount will be in the form of a one-time payment in the year of accreditation renewal, with no addition to the base hourly wage. Such payment will be made within sixty (60) days of the CALEA accreditation renewal notice.

19.7 The University will conduct a market assessment six (6) months before the expiration of this collective bargaining agreement and will share the results of the assessment with the Union. The University may, in its sole discretion, adjust wages as an off-cycle increase.

**Article 20  SHIFT DIFFERENTIAL**

20.1 Employees who are eligible to work rotating shifts shall receive a shift differential added to their base rate of pay for all hours worked as follows:

   **Effective FY17—**

   Police Officers......................... $1.45
   Dispatchers............................. $1.45
   Service Officers....................... $1.45

   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.

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

20.3 Police Officers, Dispatchers, and/or Service Officers assigned by the Chief (or designee) to a fixed shift for one workweek or more will not be eligible for shift differential.
Article 21  BENEFITS

21.1 **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, provided a plan application has been completed and submitted to Human Resource Services within the first week of employment.

In the event the completed application is received after the first week of employment, enrollment will become effective on the first of the month following the date on which Human Resource Services receives the completed application, provided that the enrollment application is received within thirty (30) days. Failure to file an enrollment application within (30) days shall result in deferral of the medical insurance coverage opportunity until the next applicable University open enrollment period (Open Enrollment).

The University has adopted the Internal Revenue Service change in eligibility age for dependents and this will apply to the dependents of bargaining unit members. For medical coverage purposes, qualified dependent children are covered until the end of the month of their 26th birthday, however, for dependent dental and life insurance qualified dependent children are covered until the end of the month of their 19th birthday or their marriage, whichever occurs first. Eligibility for dependent dental and life insurance may be extended beyond a child’s 19th birthday to their 24th birthday, as long as the child is otherwise eligible, is a full-time student, and the employee notifies the University of that eligibility annually to ensure continuation of coverage no later than thirty-one (31) days following the child’s birthday.

21.2 **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) BCBSVT Vermont Health Partnership Open Access (VHP)

(2) Waiver of Medical Coverage

The University retains the right to select the insurance carrier or administrator for the medical plan 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 E. Nothing shall preclude the University from also adding other health insurance options at any time but the University shall notify the Union 30 days prior to such options being added to the plan.
b. All full-time employees in Groups A, B and C shall contribute to the cost of coverage of the medical insurance plans in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Base Salary</th>
<th>Employee Cost</th>
<th>UVM Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $11.00 an hour</td>
<td>3.60%</td>
<td>96.40%</td>
</tr>
<tr>
<td>$11.00 to $11.50 an hour</td>
<td>4.80%</td>
<td>95.20%</td>
</tr>
<tr>
<td>$11.51 to $11.99 an hour</td>
<td>7.20%</td>
<td>92.80%</td>
</tr>
<tr>
<td>$12.00 to $14.99 an hour</td>
<td>9.60%</td>
<td>90.40%</td>
</tr>
<tr>
<td>$15.00 to $18.99 an hour</td>
<td>12.00%</td>
<td>88.00%</td>
</tr>
<tr>
<td>$19.00 to $23.99 an hour</td>
<td>14.40%</td>
<td>85.60%</td>
</tr>
<tr>
<td>$24.00 to $28.99 an hour</td>
<td>16.80%</td>
<td>83.20%</td>
</tr>
<tr>
<td>$29.00 to $33.99 an hour</td>
<td>19.20%</td>
<td>80.80%</td>
</tr>
<tr>
<td>$34.00 to $38.99 an hour</td>
<td>21.60%</td>
<td>78.40%</td>
</tr>
<tr>
<td>Over $39.00 an hour</td>
<td>24.00%</td>
<td>76.00%</td>
</tr>
</tbody>
</table>

For the purposes of this Article, base hourly wage rates include shift differential. Regular part-time employees who are in Group D, E and F must pay the full premium cost of coverage during their first year of employment. After that, the employee shall pay a percentage of the premium rate in proportion to their FTE status. For example, if the employee is working 60% FTE, they will pay 40% of the full premium cost of single, two-person or family plan coverage.

c. Covered employees should refer to Appendix E for a summary of the plan, including the co-payment and deductibles provided under the plan.

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. Details about the University’s plan, including internal co-payments, deductibles or other costs associated with such plans, are available through Human Resources.

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 or civil union partner who is employed by an employer other than the University. The University will pay $1,000 to any full-time employees with two-person or family coverage who certify that they and their dependents are covered by non-University group health insurance and who waive University coverage. If employees elect to waive medical insurance coverage, they are required to complete an annual written certification form each year during benefit open enrollment period. If employees fail to provide the required annual certification they will be ineligible for the waiver payment.
21.3 Dental Insurance

a. The University will provide full-time employees in Groups A, B or C with dental insurance, at the base plan level, for employees and their dependents at no cost. The University will provide regular part-time employees in Groups D, E or F with base dental insurance for employees and their dependents on a pro-rated basis with the University paying for the base dental insurance plan 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 elect to enroll in the high option dental plan. Full-time employees in Groups A, B or C as described in Appendix A of this Agreement, who elect to enroll in the high option dental plan will pay the difference between the base dental plan and the high option 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 high option plan will pay the difference between the base plan and the high option plan in addition to their share of the base plan. (See 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 Coverage Chart.)

21.4 Federal Patient Protection and Affordable Care Act

In addition to the foregoing, the University will comply with the requirements of the Federal Patient Protection and Affordable Care Act (PPACA). The parties recognize that some pertinent regulations concerning this Act are not yet finalized. The University ultimately reserves the right to determine whether it is in compliance with the requirements of the PPACA and the Union reserves its right to challenge whether the University is in compliance with the requirements of the PPACA. For more information regarding University policies and protocols relating to the PPACA, please visit the Human Resources website at www.uvm.edu/hrs/aca.

21.5 Short Term and Long Term Disability

a. After four months of continuous service, an employee in benefit groups A, B or C is covered by the University’s short term disability program at no cost to the employee, provided the employee qualifies for long term disability benefits as noted in section 5.b. If an employee is not in these groups, they are not eligible for short-term disability income. The program 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 by the Social Security Administration or the long term disability carrier.

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 of absence caused by illness or 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:

1. Four months, but less than two years of service: 50% of gross straight time income
2. Two years, but less than three years of service: 70% of gross straight time income
3. Three or more years of service: 90% of gross straight time income

f. Before any disability benefits are made available, the employee must complete the 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 expire.

g. An employee approved for total and permanent disability benefits will be considered retired disabled on the first of the month after 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 University’s share of the premium for the duration of the disability payments. The employee will continue to pay their share of the premiums.

h. Long term disability insurance coverage is available as an option to employees in groups A, B and C and employees must pay a portion of the premium in order to receive this benefit. If an employee is not in these groups, they are not eligible for long-term disability. This coverage provides an age-dependent monthly income starting six months after the employee becomes totally disabled or cannot perform all of the duties of their normal occupation due to illness, bodily injury or other disabling circumstances as defined by the long term disability carrier. An employee may qualify for partial disability payments when they are physically capable of working part-time. After 30 months of disability the employee will continue to qualify for benefits only if they are unable to perform any occupation for which they are 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 group A, B or C.

The University reserves the right to select the insurance carrier or administrator for the Long-Term Disability benefit 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 amend provisions of its long-term disability plan to comply with provisions of the Internal Revenue Code and Regulations. If such changes result in substantial changes in coverage, the University shall meet with the Union to bargain the impact of the changes.

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. As a result of a special life event, such as marriage or birth of a child, the employee may elect a different monthly income benefit than the one for which the employee is currently insured. Proof of good health may be required by the carrier. An employee may qualify for immediate participation in the UVM group disability plan if they are new bargaining unit members and were insured within the three (3) months prior to their UVM employment under a group disability policy that provided income benefits for at least five years.
j. Employees may choose between two types of coverage:

   1. **Basic Coverage.** Pays 60% of salary with a $6,000 monthly maximum. Employees pay a 30% co-payment of premium.

   2. **Optional Coverage.** Pays 70% of salary with a $7,000 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 $6,000 or $7,000 if the optional coverage is in effect. Payments begin on the first of the month after the employee became 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 an 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 65, the employee will receive benefits until the disability ends or for five years from the date of disability. If the disability takes place after age 65, but before age 69, benefits will be paid until age 70. If the disability occurs at age 69 or older, benefits will be paid for one year. Regardless of which option an employee chooses (60% or 70%), the disability carrier will pay an amount equal to 12% of the employee’s monthly straight time pay to the UVM retirement savings plan(s) as of the date of the disability. The employee must be enrolled in the UVM retirement savings plan(s) before the employee became disabled in order to be eligible for this payment.

   Beginning 42 months after the employee’s disability, the retirement contributions will be increased by 3% annually, or by the Consumer Price Index, if lower. The retirement benefits may begin at the employee’s option once disability benefits cease.

l. While the employee is totally disabled and receiving benefits from either the long term disability carrier or Social Security disability, they will still be required to pay individual and/or their dependent(s) premiums for insurance coverage. Medical and dental insurance are paid by the University at the same rate as for active employees in benefit group 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, is covered by the University’s insurance plans, and is approved for Social Security disability benefits, then their insurance 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 non-represented staff.

n. If an employee should die while receiving disability benefits, the University will continue to provide the health insurance that was in effect at the time of death on behalf of the surviving spouse and eligible dependent children. Such coverage will be on the same basis as was provided to the employee for a period of one month for each month of service, up to 24 months. In addition, the employee’s surviving dependents would be eligible to continue coverage under COBRA for 36 months beginning on the date following the one month rule above.
o. If the employee should die while retired or while the employee is receiving disability benefits, after qualifying for post-retirement benefits, the University will continue to pay for medical and dental insurance for the employee’s surviving spouse and eligible dependents on the same basis as before the employee’s death for 24 months. After 24 months, dental coverage will end. The surviving spouse may continue dental coverage through COBRA by paying the COBRA premium for up to thirty-six (36) months. The surviving spouse may continue to remain insured on the University’s medical insurance plan by paying 50% of the medical premium.

p. The University may change at 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 member’s internal co-payments or deductibles.

q. Further details about these disability plans may be obtained through the Employee Information Center in Human Resources.

21.6 Flexible Spending Accounts. Employees may arrange with Human Resources for the creation of Flexible Spending Accounts in accordance with the University procedures for such accounts. (See Appendix H.)

21.7 Group Life Insurance

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

   (1) Base term life insurance of $6,000; or
   (2) Optional $50,000 term life insurance; or
   (3) Optional two (2) times annual base salary; or
   (4) Optional three (3) to seven (7) times annual base salary

b. Full-time employees in groups A, B, or C are eligible for group term life insurance upon employment with the University. Regular part-time employees in group D are eligible for group term life insurance after one year of benefits eligible employment with the University. Employees in groups E and F are not eligible to purchase life insurance.

c. For the above plans, the University will pay 100% of the first $6,000 worth of term life insurance. For life insurance amounts greater than $6,000, the University will pay 100% of the first $6,000; then 25% of the remainder, up to a total of $44,000 of coverage.

d. The minimum life insurance benefit shall be $6,000.

e. Life insurance is subject to reductions in the original amount of term life insurance prior to age sixty-five (65). Coverage will change on January 1 following the attainment of ages 65, 70 and 75 as follows:

<table>
<thead>
<tr>
<th>Age</th>
<th>% of Under Age 65 Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>65-69</td>
<td>67%</td>
</tr>
<tr>
<td>70-74</td>
<td>45%</td>
</tr>
<tr>
<td>Over 75</td>
<td>30%</td>
</tr>
</tbody>
</table>

f. Accidental death and dismemberment (AD&D) will be provided to the employee only.
g. An employee with optional coverage may elect, at the employee’s expense, life insurance for spouses/civil union partners and/or dependent children as follows:

   (1) Spouse/civil union partner may be covered at a flat rate of $20,000, or one-half of the employee’s coverage.

   (2) Each dependent child in the amount of $10,000.

h. Coverage must be elected within 30 days of the initial eligibility; otherwise the employee must submit proof of good health with the application.

i. Guarantee issue for employees is two (2) times annual base salary and for spouse/civil union partner is $50,000.

j. The University may change, at its discretion, the life insurance carrier of the administrator of the plan, provided that the Union is given thirty (30) days’ notice of any such change.

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

l. Group term life insurance coverage upon retirement or disability will be affected by the following conditions:

   (1) If the employee retires according to the rules governing post-retirement Health Benefits (see Article 23, Sections 2-3), the employee will receive life insurance coverage equal to the option selected prior to retirement, up to a maximum of two (2) times annual base salary or $50,000, whichever is less. At age sixty-five (65), coverage will reduce by 50% to a maximum of $25,000, with a minimum of $6,000; at age seventy (70) coverage will end.

   (2) If the employee qualifies for long-term disability, the group term life insurance carrier will waive the group term life insurance premium as long as the employee remains disabled and the disability lasts for at least six (6) months. Proof of continued disability must be provided by the employee every twelve (12) months. Life insurance reductions take place for disabled employees the same as they do for active employees (see section 5.e. above).

   (3) Accidental Death and Dismemberment does not apply to employees who retire or who are disabled and receiving waiver of premium benefits.

21.8 Gymnasium Use. Employees of the Police Services department shall have access to and use of the Wright and McCauley fitness and health gymnasium facilities at no cost to themselves, 24 hours a day, seven days a week.

21.9 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. As a suitable solution to the parking cost issue experienced by Police Services’ unit members whose normal shift occurs during non-permit hours, upon request, employees who do not have a UVM parking permit shall receive twelve (12) single use, daily parking passes at the beginning of each fiscal year.
Article 22 LEAVES OF ABSENCE

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

22.2 Vacation

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Earned Per Month</th>
<th>Earned Per Year</th>
<th>Maximum Carryover</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Hours</td>
<td>Days</td>
<td>Hours</td>
</tr>
<tr>
<td>0 to 4</td>
<td>6.667</td>
<td>0.833</td>
<td>80</td>
</tr>
<tr>
<td>5 to 9</td>
<td>10</td>
<td>1.250</td>
<td>120</td>
</tr>
<tr>
<td>10 to 12</td>
<td>13.333</td>
<td>1.666</td>
<td>160</td>
</tr>
<tr>
<td>13 to 15</td>
<td>14</td>
<td>1.750</td>
<td>168</td>
</tr>
<tr>
<td>16 to 20</td>
<td>14.667</td>
<td>1.833</td>
<td>176</td>
</tr>
<tr>
<td>21 to 24</td>
<td>16</td>
<td>2.0</td>
<td>192</td>
</tr>
<tr>
<td>25 or more</td>
<td>16.667</td>
<td>2.083</td>
<td>200</td>
</tr>
</tbody>
</table>

If employees are working full-time, but on a 9, 10 or 11 month basis, they shall earn vacation time in accordance with the above schedule; however, no vacation shall be accrued in the months not worked. If employees are working less than 100% FTE, they 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 the decision, shall consider the employee preferences and the needs of the department.

Each November the vacation calendar will 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 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 15th. The last 50% shall complete their selection in a timely fashion but no later than November 30th.
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 vacation time over that amount must be approved and scheduled by the Chief (or designee). In no event, however, shall an employee be paid out greater than 40 days accrued vacation upon termination from employment.

e. Probationary employees shall accrue vacation during their probationary period. However probationary employees may not take earned vacation time until they have been employed for at least four (4) months from their date of hire. Further, probationary employees may not take earned vacation time if they are attending the Academy or taking field training. Probationary employees who resign or are terminated during their probationary period will not be paid for any earned vacation time.

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

22.3 Holidays

a. The following holidays shall be observed at the University:
   1. One-half day before New Year’s Day
   2. New Year’s Day
   3. Martin Luther King Day
   4. Presidents Day
   5. Memorial Day
   6. Independence Day
   7. Labor Day
   8. Thanksgiving Day
   9. Friday after Thanksgiving Day
  10. One-half day before Christmas Day
  11. Christmas Day
  12. Floating holiday (to be determined on an annual basis by the University)
  13. 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 for the coming calendar year.

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 rate for actual hours of work and shall also receive eight hours pay at their regular rate of pay. Holidays that 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 regular rate 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 regular rates within the same work week.

22.4 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, a dependent child, or a 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, 8-hour medical leave days per year, accruing at a rate of 8 hours per month, with unlimited accrual. A medical leave day is eight (8) hours for an employee who regularly works a 40 hour week. For employees working regular shifts longer than 8 hours per day, unused, accrued medical leave hours may be applied to cover the additional shift hours missed for medical reasons in a 40-hour work week.

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 D. Employees who are working full-time but on a 9, 10 or 11 month basis, 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. At their discretion, supervisors may ask employees to submit a physician’s statement indicating the reason for their 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. Probationary employees who use medical leave may have their 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 may be periodically reviewed by the employee, supervisor, and the Chief (or designee). 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. Employees who are absent or expect to be absent for more than two weeks, must request a medical leave of absence from their supervisor. Employees on medical leave, either paid or unpaid, shall continue to participate in insurance programs for up to twenty-six (26) weeks. Employees will, however, be responsible for paying the same dependent premium as when they were an active employee. When employees are on an unpaid medical leave, the University will not contribute to their retirement plan, vacation and medical leave will not accrue, and tuition remission will not be available, except for dependent children.

Employees who will not be able to return to work at the end of 26 weeks, 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 (or designee).

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

Employees who are separated following an on-the-job injury will have the first right of refusal to return to a bargaining unit position within the same job classification in Police Services for 78 weeks beyond what is provided in 4(i) if the following criteria are met: 1) there is a vacant position; 2) they have a doctor’s clearance that they are able to perform the essential functions of the position; and 3) the employee was not otherwise separated for cause.

k. Under the Family Medical Leave Act (FMLA) and the Vermont Parental and Family Leave Act (VPFLA), eligible employees, as defined by the statutes, are entitled to receive up to 12 weeks of unpaid leave during a 12 month period, in accordance with the eligibility requirements and other provisions of the FMLA/VPFLA:

(1) for the birth of a child and to care for such child,

(2) for the placement of a child for adoption or foster care,

(3) to care for a spouse, civil union partner or a parent with a serious health condition,

(4) when the employee member is unable to work because of a serious condition, or
for any qualifying exigency, as defined by the FMLA/VPFLA, arising out of the fact that the employee’s spouse, civil union partner, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the armed forces. Under the FMLA, eligible employees (as defined by statute) are entitled to receive up to 26 weeks of unpaid leave during a 12-month period to care for a recovering service member with combat related illness or injury who is the employee member’s spouse, son, daughter, parent, grandparent, aunt, uncle or first cousin (“military caregiver”). Employees are limited to a combined total of 26 weeks of leave in any rolling 12-month period for FMLA/VPFLA qualifying reasons resulting from leaves taken under the sections above.

Employees requesting an FMLA/VPFLA 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, 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 twelve-month period for determining the eligibility for 12 weeks of FMLA/VPFLA shall be based upon the “rolling year” method measured backward from the date an employee requests any FMLA/VPFLA leave. Under this method, each time an employee takes FMLA/VPFLA leave, the remaining leave would be any balance of the 12 weeks (or 26 weeks for military caregiver leave) which has not been used during the immediately preceding 12 months. All medical leaves for a serious health condition will run concurrently with FMLA/VPFLA leave. Employees on FMLA/VPFLA leave have the option of using any paid medical, vacation or personal leave which they may have accrued during the first six weeks of the leave.

The University will ask for FMLA/VPFLA documentation 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, civil union partner, child or parent with a serious health condition. The documentation must indicate that the employee is needed to care for the family member, or when leave is required for military member caregiving. Subsequent re-certifications to support continuing FMLA/VPFLA leave may be required on a reasonable basis.

When paid vacation, medical leave or personal days are used in conjunction with an FMLA/VPFLA leave, the employee’s share of healthcare and other benefit premiums will be paid for as customarily provided for paid leaves of absence. In the event that the FMLA/VPFLA leave is unpaid, the University will continue its contributions toward benefits for the full 12 weeks (or 26 weeks for military caregiver leave), provided employees continue their normal cost-share contributions. Employees shall be required to maintain their premium cost share and copayments on the same basis as existed prior to the leave being taken.

In the event the FMLA/VPFLA 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/VPFLA leave shall not accumulate vacation or medical leave during the period of absence. An employee who takes FMLA/VPFLA leave shall be entitled to be restored to the same position or an equivalent position upon return from the leave.

This section (4k) attempts to summarize the applicable federal and state statutory family medical and parental leaves required by law. To the extent that any part of Section 4k is inconsistent with the then-current federal or state leave laws, such current laws shall apply. In short, the University will comply with all applicable federal and state statutes pertaining to medical and other leaves as they may be modified from time to time.
22.5 Partial Leaves to Care for Family Members

a. Employees with three (3) or more years of continuous full-time service may request a temporary reduction in their full-time equivalency to allow time to care for members of their immediate family. An immediate family member is defined as a spouse, civil union 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, Department Managers or their designees 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. wages 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 employees must continue to pay their 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.
22.6 **Short-Term Family Leave**

a. In accordance with Vermont statute, an employee shall be entitled to take unpaid leave not to exceed four hours in any 30-day period and not to exceed 24 hours in any 12-month period. An employee must take such leave in a minimum of two-hour segments and such leave may be taken for any of the following:

(1) To participate in preschool or school activities directly related to the academic educational advancement of the employee’s child, stepchild, foster child or ward who lives with the employee, such as a parent-teacher conference.

(2) To attend or to accompany the employee’s child, stepchild, foster child or ward who lives with the employee or the employee’s parent, spouse, civil union partner or parent-in-law to routine medical or dental appointments.

(3) To accompany the employee’s parent, spouse, civil union partner or parent-in-law to other appointments for professional services related to their care and well-being.

(4) To respond to medical emergencies involving the employee’s child, stepchild, foster child or ward who lives with the employee or the employee’s parent, spouse, civil union partner or parent-in-law.

b. Employees shall make a reasonable attempt to schedule appointments for which leave may be taken outside of regular work hours. In order to take the leave set forth in this article, employees shall provide their supervisor with the earliest possible notice, but in no case later than seven (7) days before leave is to be taken, except in the case of an emergency. For this Article, an “emergency” means circumstances where the required seven day notice could have significant adverse impact on the family member of the employee.

c. At their discretion, employees may use accrued paid leave, including vacation, compensatory time and personal leave. Employees may only use accrued medical leave for short-term leave described in this Article if the short-term leave is for subsections (2), (3), and (4) contained in Section 6a above or for a permitted reason set forth in Section 4, Medical Leave.

d. To the extent that any part of this Article, Section or Subsection is inconsistent with the then-current federal or state leave laws, such laws shall apply. In short, the University will comply with all applicable federal and state statutes pertaining to short-term family leave, as they may be modified from time to time.

22.7 **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. Employees who want to take a personal day must submit a request to their supervisor with 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.
22.8 **Unpaid Leaves of Absence**

a. Following completion of a probationary period, employees may request a leave of absence without pay, not to exceed one year. Such a request may be approved at the discretion of the Chief (or designee).

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.

22.9 **Educational and Development Leave**

a. Following completion of probation, employees 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. Employees shall apply for the leave to the Chief (or designee) at least six months in advance, if possible. Employees must show the relevance of the program of study to their employment. The Chief (or designee) has the discretion to grant or deny the leave, taking into account the employees’ application, the operational needs of the department, and fiscal considerations. If granted leave, employees 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 employees receive 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 wages paid to the employees by the University. However, if employees anticipate unusual expenses directly related to the objectives of their leave, such as additional living expenses, they may request permission to not have the wages reduced by the amount of the full outside income.

d. To be eligible for a leave of more than two months, employees 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.

22.10 **Bereavement Leave**

a. Employees are entitled to three days of paid bereavement leave for deaths within their immediate family. Immediate family is defined to include: the employee and the employee’s spouse or civil union partner and their immediate family members. Immediate family members include: the children or stepchildren and foster children, parents or stepparents and children’s parent; (step) brothers, (step) sisters, (step) sisters-in-law, and (step) brothers-in-law; grandparents, grandchildren, aunts, and uncles; nieces and nephews of either the employee or the employee’s spouse or civil union partner and individuals living within the employee’s household.

b. An additional two (2) days of paid bereavement leave will be granted upon the loss of a spouse or civil union partner, child, stepchild, parent or stepparent or brother or sister 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 Chief (or designee). An employee may also request the use of vacation, compensatory, or personal leave, or time off without pay for deaths outside of the immediate family. Such requests will be approved at the discretion of the Chief (or designee).

d. If bereavement leave is used during the employee’s probationary period, probation may be extended by the length of the leave.
e. If the death in the immediate family occurs while the employee is on vacation or other paid leave, the three (3) or five (5) days will be charged as bereavement leave, not as other paid time off.

f. It is understood that employees who suffer physiologically or psychologically as a result of bereavement may use accrued medical leave during a period of mourning. When three (3) or more days of medical leave are used for bereavement, appropriate documentation will be required as described under this Article (see Section 4, Medical Leave, above).

g. Documentation shall not generally be required for this leave, except in cases where an employee has a prior disciplinary record for abuse of leave, or in other cases where there are reasonable grounds to believe that an employee is abusing bereavement leave.

22.11 Jury Duty Leave

a. Employees called for jury duty will receive their regular rate of pay during such time that they must serve during their normal work schedule. Any compensation received during jury duty shall not affect their pay. Benefits shall not be affected for employees on jury duty. However, if employees are called to duty during their probationary period, the supervisor may extend the probationary period by the length of such service.

b. Employees serving on a jury must submit evidence of their service in order to be paid upon completion of jury duty.

c. If employees are called to jury duty but are not chosen to serve as jurors, they must report to work immediately after being excused. Failure to do so will be considered an unauthorized absence for which they shall not be paid.

22.12 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 to make the blood donation. Employees shall notify their immediate supervisor in advance of the date and time for the donation. The normal authorized absence for a blood donation is 1.5 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.

22.13 Volunteer Emergency Service. Employees who serve as community fire fighters, rescue squad members or auxiliary police persons, who are called from or are delayed in reporting to work because of an emergency, shall be paid their regular rate while absent. Employees shall notify the Chief (or designee) if they intend to become a member of such an emergency organization. The Chief (or designee) does have the discretion to deny such volunteer emergency service if it conflicts with the requirements of employees’ service with the University.
Article 23  POST-RETIREMENT BENEFITS

23.1  **Contributions to Retirement Savings Plans.** The University will contribute 10% per year of an employee’s annual wages to a retirement savings account, provided the employee has been employed on a regular, continuous basis for at least three (3) years, is in Benefits Groups A, B, C, or D and provided, further, that employees contribute 2% of their wages into the retirement savings account at the same time. Notwithstanding the foregoing, for those employees whose base rate is $12.00 or less, the University will waive the 2% contribution requirement if requested by the employee, but otherwise encourages these workers to continue their contribution. 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.

23.2  **Post-Retirement Medical Benefits**

- Employees who, by June 30, 2014, meet the post-retirement medical benefit eligibility criteria in place on their date of hire, but do NOT retire on or before June 30, 2014, will be eligible to participate in the University’s post-retirement medical benefit when they do retire, and their premium contribution will be based on their age as follows: those with pre-65 coverage will pay the percentage of premium indicated in Appendix J of this Agreement; and those with post-65 coverage will pay the percentage of premium indicated in Appendix K of this Agreement.

- Employees who were hired on or before December 31, 2011 who do NOT meet the post-retirement medical benefit eligibility criteria in place on their date of hire by June 30, 2014, will be eligible when they reach age 65 and 15 years of benefits-eligible service, to participate in the University’s post-retirement Medicare Supplement Plan at the premium contribution percentage indicated in Appendix K. These staff may participate in the University’s post-retirement medical benefit prior to age 65, but they will be responsible for 100% of the premium. When such employees then reach age 65, they will no longer be eligible for the active plan but may obtain the post-65 Medicare Supplement Plan and will be responsible for 100% of the premium.

- Employees who, by June 30, 2014, do NOT meet the post-retirement medical benefit eligibility criteria in place on their date of hire, but will have reached 15 years of benefits-eligible service by June 30, 2014, will be eligible for the University’s post-retirement medical benefit when they reach age 62 and they will be responsible for 50% of the premium. When such employees reach age 65, they will no longer be eligible for the active plan but may obtain the post-65 Medicare Supplement Plan and must pay the percentage of contribution indicated in Appendix K.

- Employees who are hired on or after January 1, 2012 will be able to participate in the University’s post-retirement medical benefit when they reach age 65 and 15 years of benefits-eligible service, but they will be responsible for 100% of the premium. These new employees will be eligible for a Retiree Health Savings Plan (RHSP), which (after one year of service) will include an annual contribution from the University of $1,150 per year.

Such benefits are available to the employees and to their dependents who are covered as of the date of the employee’s retirement. For the life of the contract, coverage will be the same as that provided to active employees until the employees or their dependents become eligible for Medicare. If coverage for active employees changes, the coverage for the retired employees will also change in the same manner.
Age and Service Rules Governing Premium Cost-Sharing for Staff Hired before January 1, 2012:

For those full-time employees hired before July 1, 1992, and for those hired on or after July 1, 1997, the cost of coverage will be the same as that of the active employees except that, to the extent such costs may be based on percentage of wages, the retired employee’s wages for contributions purposes will be defined as 75% of the average of the employee’s final three years of fulltime service at the University.

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

- 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.

- 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 employee’s share of the premium that active employees pay:

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Coverage. Unless modified pursuant to paragraph 5 below, coverage will be the same as that provided to active employees until employees or their dependents become eligible for Medicare. Retired employees and dependents are solely responsible for enrollment in Medicare, when eligible, as well as for all premiums and costs associated therewith. Once retired employees become eligible for Medicare, they shall be covered primarily by and through Medicare. However, an employee may also elect to participate in the Medicare supplement plan. If coverage for active employees changes, the coverage for the retired employee will change in the same manner.

Premium Contribution Charts – See Appendix J and Appendix K as noted in section 2 above.

23.3 Dental Insurance. 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.
23.4 **Plan Modification.** In the event that the University plans to substantially modify or eliminate retiree medical or dental insurance or the Medicare supplement plan, it will provide the union with at least 90 days advance notice of its intent to do so. If the union disagrees with these changes, it may, within 15 days of such notice, request consultation over the changes. If after consultation, the union maintains that the University’s proposed changes to or elimination of the plan are arbitrary and capricious, it may grieve the University’s action to the VLRB. In determining whether the University’s action is arbitrary and capricious, the factors to be considered by the VLRB include but are not limited to the following:

a. Increase in the cost of the University health plans in terms of actual dollars and percentage changes;

b. The levels of institutional contingent liability;

c. Changes in state or federal legislation or regulations pertaining to retiree benefits or to health insurance issues in general;

d. Benefit levels for employees generally and the University of Vermont specifically; and

e. Financial impact on the retirees and future retirees.

The University reserves the sole and complete discretion to select the insurance carrier or administrator for any of these retiree medical plans and may change carriers or administrators for such plans at any time. The University also retains the right to become self-insured.

23.5 **RHSP Accounts for New Hires: Key Elements**

- The University agrees that it will establish a RHSP (Retiree Health Savings Plan) under IRS code 501(c)(9) for new staff members hired into the bargaining unit after January 1, 2012 who reach age 65 and 15 years of benefits-eligible service. The RHSP account will be managed by a qualified vendor following a RFP solicitation, following consultation with the University Advisory Benefits Committee.

- All such new staff will have a sub-account within the plan into which the University will contribute $1150 per year starting with the first year of eligibility and continuing thereafter up to a total of thirty (30) years of bargaining unit service following completion of one full year of bargaining unit service and provided further that the staff member remains a unit member during that period of time. No contribution will be made for any staff member who leaves the bargaining unit; however, if such staff member returns to the unit within two years, the University will continue the $1150 per year contribution until the completion of 30 years of bargaining unit service.

- Staff may also add their own contributions to the subaccount in addition to the University’s contribution.

- Staff will be able to choose the investment vehicle for their sub-account from an array of options available under the plan, as is the case with our current 403b plan.

- All employer contributions are pre-tax; all staff contributions are post-tax.

- All earnings on the sub-account assets are tax exempt. They are also exempt when withdrawn from the account provided they are used to pay for either qualified medical expenses or health insurance premiums, including any Medicare Supplement Plan.

- Upon retirement of the staff member from the University, or upon termination of employment—either voluntary or involuntary—if staff have met the eligibility requirements of section 8 below, they may use the assets to purchase whatever Medicare Supplemental plan they wish.
- There is a minimum service eligibility period of 15 years from date of hire into the bargaining unit for any University contributions to vest. If the staff member leaves the University prior to the completion of 15 years of bargaining unit service, either voluntarily or involuntarily, the University will retain its contributions to the staff member’s sub-account, along with any earnings on such money. In such cases, staff may keep any contributions they put into the fund, along with any earnings on such money.

- The University will pay the initial fees to establish the plan and will also incur and pay for monthly management fees of the plan.

- Current staff members in the bargaining unit are also free to set up sub-accounts within the plan and make voluntary contributions to those accounts. However, the University will not make any contributions to those accounts.

- If there are remaining assets in the sub-account upon the death of the staff member, the assets that would have otherwise been due to the staff member at the time of death will revert to the staff member’s dependent beneficiaries who will be free to use the funds for their own qualified purposes.

- All provisions of this plan are subject to IRS and other state or federal laws and regulations. To the extent there is any inconsistency or conflict between these provisions and such laws or regulations, then such laws or regulations take precedence.

- In the event that new regulations or legislation make the plan, in whole or in part, out of compliance and/or otherwise illegal, or if a court or agency of competent jurisdiction should declare the plan, in whole or in part, illegal, void or invalid, then the parties shall meet within 30 days to discuss the ramifications of such legislative or regulatory changes or court or agency decision.

Both parties agree to meet as soon as possible after the bargaining unit has completed the decision process for selecting its retirement plan. If the bargaining unit decides to seek entry to a non-UVM retirement plan, the bargaining unit agrees that UVM’s contribution toward such retirement plan will not exceed UVM’s then-current contribution rate for participants in the UVM retirement savings plan(s).

Article 24  TUITION REMISSION

24.1  Employees

a. Employees in benefit group A, B or C may be granted tuition remission for up to 15 credits of course work or thesis research per year during any September 1 through August 31 period, tuition free.

b. Employees in benefit group D, E, or F may take up to six credits in the one year period.

c. 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.

d. The University will pay (for employees only) the comprehensive fee and summer session regular fees associated with courses that receive tuition remission benefits.

e. To be covered by tuition remission for a given semester, the employee must begin employment before the close of the semester add/drop period. While the University places no restriction on the courses taken (other than the credit limits stated in sections 1 and 2 above). The IRS has ruled that tuition remission for certain courses taken toward a graduate degree may be taxable.
f. Tuition remission is available to paid employees:
   - during active employment;
   - who are receiving Workers’ Compensation from an injury sustained while working at UVM;
   - who are receiving long term disability (LTD) and/or social security disability income (SSDI); and
   - who retire after having qualified for University post-retirement benefits as per Article 23, Retirement

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.

g. The University will pay for in-state or out-of-state tuition depending upon whether the employee or the employees’ 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.

24.2 Dependents

   a. The spouse or civil union partner 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.

   b. If an employee dies, the surviving spouse or civil union partner 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 however, tuition remission for courses applied toward a graduate degree may be considered taxable income by the IRS. Remarriage renders the surviving spouse or civil union partner of the deceased employee ineligible for this benefit.

   c. The dependent children 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 as long as they are “qualifying children” as defined by the IRS. 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:

   1. have accepted admittance to an undergraduate degree or certificate program;
   2. 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 UVM Center for Health and Wellbeing recommends less than a full-time academic load;
   3. 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
   4. must complete the University of Vermont / State Colleges degree program within five consecutive academic years and not exceed 150 credit hours.
d. In no case will tuition remission be granted:
   
   (1) before the first semester of matriculated enrollment toward an undergraduate degree at the University of Vermont or one of the Vermont State Colleges (VSC).
   
   (2) if the dependent child already has a bachelor’s degree;
   
   (3) for the pursuit of an advanced degree; or
   
   (4) if the dependent children have not begun their undergraduate degree program before age 21 (unless they had to defer a college education because of 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).

e. Tuition remission will be withdrawn at the beginning of the semester in which:
   
   (1) the student course load drops below 12 credit hours, unless an academic advisor or UVM Center for Health and Wellbeing advises that the student’s credit load be reduced for a semester (note: medical, dental and life insurance eligibility will be affected by a course load under 12 credits per semester); or
   
   (2) the employee terminates before the semester add/drop period ends.

f. Tuition remission will be withdrawn at the end of a semester in which:
   
   (1) The dependent child reaches age 26, unless education was deferred for service in the military;
   
   (2) the child is no longer a dependent;
   
   (3) the employee terminates after the semester add/drop period ends (except those otherwise eligible in sections 6 and III 1. of this Article); or
   
   (4) the dependent fails to complete the degree program within 150 attempted and/or paid credit hours.

g. Tuition remission for summer session courses at the University and VSC may be granted if the dependent children submit a memo from their faculty advisor to the Vice President for Human Resources, Diversity, and Multicultural Affairs, indicating that the credits taken will be applied to satisfy the undergraduate degree requirements for the program in which the student is enrolled. Dependent children who are undergraduate students at institutions other than the University or VSC may enroll in UVM summer courses if they meet all of the qualifications as previously described.
24.3 **Retired/Disabled**

a. Tuition remission as outlined above is granted to dependent children of:

1. employees who retire after becoming eligible for retirement or disability benefits as previously described herein;
2. active employees who die after having completed four years of continuous service with the University;
3. employees on leave status from the University for not more than one year; and
4. employees who are receiving Workers’ Compensation for an injury sustained while working at UVM.

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

**Article 25  MILITARY LEAVE**

25.1 Employees in the military 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.

25.2 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 wages 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.

25.3 Service men and women and their families are covered by expanded leave rights under the amended Family and Medical Leave Act, as provided under federal legislation.

25.4 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.

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

25.6 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.

25.7 If called to duty prior to completion of basic Police Academy Training, employees will be required to complete the training, upon their return, in accordance with the Academy’s regulations.
Article 26 WORKERS’ COMPENSATION

26.1 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 third party administration basis at the University’s discretion.

26.2 No provision of this contract will supersede any provision of the State of Vermont Workers’ Compensation law.

26.3 The University agrees that upon being advised by a unit member of an on-the-job injury, a supervisor will complete a First Report of Injury form 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.

26.4 The University will keep First Report of Injury forms, along with an information sheet that 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.

26.5 Employees who are injured on the job and are sent home for medical treatment will receive pay at the applicable hourly rate for the balance of the scheduled shift for that day. Injured employees who return to work but are required by the treating physician to receive additional medical treatment and such treatment can only be administered during regular duty hours, will be compensated at their regular 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, injured employees must notify their supervisor of a medical follow-up appointment as far in advance as possible. Employees 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 medical appointment and provide their 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 that are scheduled outside of the employees’ scheduled shift hours shall be compensated up to three (3) hours pay at their regular rate for time spent at all such exams or visits. Total time compensated any employee for each injury shall not exceed three (3) hours.

26.6 Modified Work (Light Duty)

a. The University may, at its discretion, establish a temporary modified work program for employees who are unable to perform their normal work due to a disabling on-the-job injury. Employees who fail to accept a modified work assignment which has been deemed acceptable in light of the employee’s restrictions by attending physicians, 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 employees with their normal shift hours unless that is not possible due to restrictions in such hours made by the attending physician.

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

26.7 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

27.1 The University recognizes the right of the Local Union to designate one (1) Job Steward and an alternate from the University’s seniority list. The authority of the Job Steward and the 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 messages and information.

   (1) have been reduced to writing, or,

   (2) 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.

27.2 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.

27.3 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 their 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.

27.4 The University agrees to provide a bulletin board or reasonable space on existing bulletin 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, educational 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

It is understood that the bulletin board shall be limited to Union business matters and 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

28.1 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, intermittent strike, work stoppage, sit-down or recognition picketing while in the performance of their official duties.

28.2 The Union will take all necessary effective and affirmative action to avoid any actions prohibited in Section 1, and if any such activity occurs will immediately inform the employees that they are in violation of the Agreement and/or state law, and direct employees to comply with the Article.

28.3 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 and including discharge.

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

Article 29  EFFECT OF AGREEMENT

29.1 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 that 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.

29.2 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 bylaws 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 the Agreement 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 K-9 OFFICER

32.1 The Employee who will be assigned as the University’s K-9 patrol officer will serve in this capacity for the service life of the canine, unless or until such assignment is terminated by the Chief of Police. Such termination shall require the Union be notified 30 calendar days in advance and shall be at the discretion of the Chief of Police.

32.2 In addition to the Employee’s regular schedule as the police K-9 officer, the Employee will be entitled to compensation for the time spent caring for, feeding and grooming the canine during off-duty hours. The compensation for such off duty hours will be 3.5 hours per week at the regular overtime rate, with the exception that the K-9 officer will not receive the per-week premium pay for any week when the canine is kenneled. Kenneling costs will be covered by the University, as necessary and appropriate.

32.3 The Employee shall be allowed to utilize a department owned police vehicle for the sole purpose of transporting the canine to and from work, as necessary and under the guidelines provided by department policy.

32.4 The Employee is required to maintain all training certification requirements, as established by the Vermont Criminal Justice Training Council and as specifically applicable to K-9 units. Such training time shall be compensated as provided by Article 16 of the contract.

32.5 The Employer shall be responsible for all expenses related to the care and feeding of the K-9 to include food, grooming and medical care. The Employee agrees to clear any unusual and/or extraordinary expenses, in advance, with the Chief of Police.

32.6 In the event the K-9 develops a serious illness or injury, the Employer retains the right, through the Chief of Police, to determine, on a case-by-case basis, the University’s responsibility for continued care of the animal.

32.7 The Employee recognizes the value and importance of maintaining employment with the University of Vermont Police Services for the service life of the canine. Should a break in service occur, the Employee agrees to give the Employer, at minimum, 120 days’ notice of intent to sever employment with the University. At the Chief’s sole discretion, the canine may be reassigned to another K-9 handler or transferred to the ownership of the Employee, in exchange for an appropriate sum of money, to be determined at that time.

32.8 The continuation of the University’s K-9 program shall be at the sole discretion of the Chief. If for any reason the K-9 program is terminated by the Chief, the disposition of the canine will be handled as provided in number 7 above.

32.9 Nothing within this Article shall be construed to limit the authority and power of the Chief of Police or the University of Vermont as set forth in Vermont Law.
Article 33  DURATION AND RENEWAL

This Agreement shall continue in full force and effect from the date of final Union ratification until midnight, June 30, 2019, and shall be automatically renewed every year thereafter until, at least one hundred and twenty (120) days 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 representative.

For the Board of Trustees of
The University of Vermont

Jes Kraus
Mary Brodsky
Kristin Winer
Lianne Tuomey

For the Chauffeurs, Teamsters,
Warehousemen and Helpers Union

Tony St. Hilaire
Michael Blow
William Ploof
Elizabeth Felicciardi
Side Letter  

Signing Bonuses: Police Officers

For the life of the contract, a signing bonus will be paid to all new hires into University Police Officer positions. The signing bonus will be paid in two lump sum installments based upon the following criteria and schedules:

New Hires (Full Time) Without Experience/Police Academy Certification — The signing bonus will total $1,000. The first $500 installment will be paid immediately following graduation from the Vermont Police Academy, and the second $500 installment will be paid following the completion of the probationary period.

New Hires (Full Time) With Out-of-State Experience/Police Academy certification — The signing bonus will total $3,000. The first installment will be paid in the new employee’s first paycheck after successful completion of the Department’s Field Training Program, and the second installment will be paid in the first paycheck following the employee’s service anniversary date. The agreed to signing bonus will be paid in two equal installments on the dates noted.

New Hires (Full Time) with Vermont Experience and Police Academy certification – The signing bonus will total $5,000. The first installment will be paid in the new employee’s first paycheck after successful completion of the Department’s Field Training program, and the second installment will be paid in the first paycheck following the employee’s service anniversary date. The agreed to signing bonus will be paid in two equal installments on the dates noted.

For new employees, both inexperienced and experienced, no service commitment agreement will be required in order for the employee to receive the first installment of the signing bonus. New employees, both inexperienced and experienced, will be expected to sign a service commitment agreement which will commit the employee to an additional twelve (12) months of service to the University in exchange for payment of the second installment of the signing bonus. Any new hire who fails to keep either service commitment agreement with the University will be expected to reimburse the University for the amount of the signing bonus installment paid for either commitment the employee failed to complete.

Employees who separate from the University and are rehired within two years of their separation date are not eligible for a signing bonus.

Nothing in this Agreement shall limit the authority and power of the Employer or the University Chief of Police Services under the laws of the United States, the State of Vermont, and the personnel policies of the University of Vermont and/or any collective bargaining agreement that may be in effect applicable to the employment of a police officer.
Side Letter  Interim Assignments

The parties agree that should the need arise, and for purposes of professional development as well as continuity of organizational leadership, the Chief of Police, at the Chief’s discretion, may select a member of the bargaining unit to serve an assignment as an interim supervisor. It is also understood that the Chief will make this selection in accordance with the following terms and conditions:

- Before filling an interim supervisory assignment, the Chief will post the minimum qualifications for the assignment. The position will include a deadline date for bargaining unit members, who meet the minimum qualifications, to express interest in being considered for the assignment. An email or verbal expression to the Chief will be considered sufficient notification of interest. Selection for the interim assignment is completely at the discretion of the Chief.

- Before the bargaining unit member begins working in the assignment, the Chief will inform both the bargaining unit as well as the selected member, in writing, of the projected length of the assignment.

- The length of the assignment will be determined by the Chief. After six continuous months selected bargaining unit members will no longer accrue seniority within the bargaining unit unless they return to the bargaining unit for at least three continuous months. Any extension beyond six months of continuous assignment must be mutually agreed to by both parties and will not set precedent for future interim assignments. Should there be mutual agreement the serving unit member will not forfeit seniority accrual during the extension period.

The bargaining unit agrees that should these conditions be adhered to that the unit member who accepts the assignment does so without impact or peril to the member’s seniority position.

Side Letter  Limited Reopeners

1. The parties recognize that the University is currently evaluating the construction of an off-campus multipurpose arena for UVM athletic and other events, and that the University may partner with public and private entities to develop and complete construction of the arena. Prior to the building becoming operational, either management or the union may request a re-opener for the limited purpose of discussing staffing for events held in the arena. The parties acknowledge that following any such discussion, management will make assignments at their sole discretion, as deemed appropriate.

2. In the event that legislative changes enable sworn UVM Police Services employees to participate in the State’s Group C Retirement Plan during the term of this contract, either management or the union may request a re-opener. If management or the union requests a re-opener, the parties shall engage in the statutorily required collective bargaining process, for the limited purpose of discussing retirement benefits. This provision shall expire at the expiration of this collective bargaining agreement on June 30, 2019.
APPLICATION AND NOTICE
For Membership in Local Union No. ________
Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union ________, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union’s strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect “nonmember” status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that members who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT (LAST NAME) (FIRST NAME) (MIDDLE INITIAL) Occupation:
Street
City State Zip Code Phone

Employer:
Street
City State Zip Code Phone

Initiation Fee $ Paid to:
Date of Birth Social Security No.

Have you ever been a member of a Teamster Local Union?
If yes, what Local Union No.

DATE OF APPLICATION SIGNATURE OF APPLICANT

CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, (Print Name), hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union ________, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature Date
Social Security Number
Address
City State Zip Code
Employer

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.
1. **Commissioned Officers’ Issued Gear and Safety Equipment** (22.2.5) (41.3.4). Commissioned officers are issued the following in accordance with previously stated leather/brass theme:

   a. 2¼” Duty Garrison Belt
   b. Holster and Magazine Case
   c. Impact Weapon and Holder
   d. Handcuffs, Keys and Case
   e. Glove Pouch
   f. Flashlight and Holder
   g. Portable Radio and Holder
   h. Belt Keeper
   i. Oleoresin Capsicum Spray and Holder
   j. Electronic Control Device (ECD) and Holder
   k. Firearm as Specified in the UVM Police Services’ Use of Force Policy

   l. **Protective Vest**: A protective vest, also known as soft body armor, is issued to each commissioned officer. Commissioned officers are **required** to wear their protective vest whenever on duty in uniform. **Exception**: Wearing of body armor by the Chief/Director, Deputy Chief, Lieutenant, Crime Prevention Officer, Detective(s) and other plain clothes officers at the discretion of the Chief (or designee) is optional, but only when not providing support for patrol or supervision. (41.3.5)

      (1) Protective vests used by officers of UVM Police Services in field assignments shall be the type worn under the shirt or in the department approved external carrier.

      (2) The vest shall be properly fitted to the officer and replaced as recommended by the manufacturer.

      (3) Ballistic panels will meet or exceed threat level II, as established under standard NIJ-01, “Ballistic Resistance of Police Body Armor.”

      (4) Vests are required to be worn in certain instances such as at the firearms range and during any firearms related training; arrest of particularly dangerous or armed suspects; participation in search warrants or raids; or other situations which pose an obviously increased threat to the wellbeing of the involved officers (41.3.6).

2. **Unusual Occurrence Equipment** (22.2.5) (41.3.4). Sworn staff will be issued the following equipment for use in unusual occurrences:

   a. “Go” bag
   b. Helmet/face shield
   c. Non-ballistic leg protectors
   d. Non-ballistic chest protector (“turtle gear”)
   e. Gas mask with carrying pouch
3. **Service Officer’s and Dispatchers Uniforms and Equipment** (22.2.5) (41.3.4)  
   a. Service Officers: The following will outline acceptable presentation for Service Officers:
      (1) Uniform: Issued gray polo shirts, black pants, and black sweater.
      (2) Duty Gear: Duty gear will be plain black nylon. Customization will conform to the stated theme and be approved by the Chief/Director, (or designee).
         (a) 2¼” Nylon Duty Garrison Belt  
         (b) Portable Radio and Holder  
         (c) Nylon Belt Keepers  
         (d) Flashlight and Holder  
         (e) Oleoresin Capsicum Spray and Holder (if trained)
      (3) Name Tags: All Service Officers will display their authorized department issued name tag on the flap of the right breast pocket of the outermost uniform garment (shirts and sweaters). This does not apply to uniform jackets without name tag holders.
      (4) Footwear: Uniform footwear will be black, clean and well maintained. A black athletic-type shoe is an acceptable alternative to the standard shoe.
      (5) Protective Clothing: Department issued protective clothing shall consist of rain gear, outer jackets, winter toque, and ball cap. The cap shall be black and have “Service Unit” and “UVM” displayed in silver thread on the front of the cap.
   b. Dispatchers: The following will outline acceptable presentation for Dispatchers:
      Uniform: Issued long and short sleeve polo shirts, which will have an embroidered badge patch with “Dispatch Center” written on it and “UVM Police” embroidered over the badge patch. A sweatshirt with the same embroidery will also be issued. Dispatchers may choose to wear an issued black or green button down collar shirt with the same embroidery on it for training classes.

4. **Bicycle Uniform** (22.2.5) (41.3.4). The following are issued for use with the UVM Police Services Bike Program.
   a. Appropriate nylon policy gear  
   b. Mountain bike shorts (police)  
   c. Mountain bike shirt uniforms (police)  
   d. Lightweight mountain bike jacket (police)  
   e. Lightweight mountain bike pants (police)  
   f. Helmet

5. **Motorcycle Uniform.** The following are issued for use with the UVM Police Services Motorcycle Patrol Unit.
   a. DOT approved helmet with visor  
   b. $100 toward purchase of motorcycle safely gloves or day and night safety riding glasses.
6. **Employee Identifications** (22.2.7)
   
   a. Every employee of UVM Police Services will be issued a photo ID showing that they are a member of the department. Besides their photo, the ID will state the position the employee holds within the agency (22.2.7b).
   
   b. Each employee will show their department issued ID when officially requested to verify their affiliation with the agency. Exception to this would be if the employee is doing undercover work and does not want to be identified as being affiliated with the department. (22.2.7 a).

7. **General Directives for Uniforms**
   
   a. Commissioned and non-commissioned personnel will not wear pins, badges, or insignia, other than those authorized by the Chief/Director, on duty uniform with the exception that the entire department, or an honor guard may wear signs of mourning for periods authorized by the Chief/Director, (or designee).
   
   b. Nothing in this policy shall prevent the Chief/Director (or designee), from allowing members to wear department issued polo, or dress-type shirts and other clothing during sanctioned activities/events.
   
   c. Replacement of uniforms and equipment due to normal wear and tear will be handled by the employee submitting a request form to their immediate supervisor who, after indicating approval by their initials, will forward the request to the Administrative Lieutenant. (17.5.2)
Appendix C  Vermont Police Academy Training Agreement

This Agreement is made this _________day of ____________ of this year________, by and between the University of Vermont, “Employer,” and __________________________, “Employee.”

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Employer and the Employee agree as follows:

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Employer and the Employee agree as follows:

1. Employee enters into this Agreement to induce the Employer to hire Employee as a police officer of the University of Vermont Department of Police Services "department," a position for which the Employee is not currently qualified.

2. This agreement supersedes any other agreements or understanding, oral or written, between the Employee and the Employer or agents of the Employer.

3. Employee will attend the Vermont Police Academy "academy' on a schedule to be agreed upon by the Employer and the Employee.

4. During this period that the Employee is attending the Academy, Employer will pay the Employee's salary and benefits in accordance with University policy and in accordance with the terms of any collective bargaining agreement between the University and Teamsters Local 597 which may be in effect. The Employer will also pay any other costs incurred by Employee for Employee's attendance at the Academy.

5. The Employee agrees to remain in the employment of the Department for a minimum period of twenty-four (24) months after the Employee's satisfactory completion of training at the Academy.

6. If, within twenty-four (24) months following completion of the Employee's Academy training, the Employee voluntarily terminates employment with the Department, or is discharged for cause, the Employee agrees to reimburse the Employer for the Employee's salary during the period of the Employee's attendance at the Academy. This amount will be reduced by the number of work hours the Employee spent at the Academy multiplied by the state and federal minimum wage, whichever is higher, prevailing at the time the hours were worked at the Academy.

In certain situations, the amount will be further reduced as follows:

1. If the employee voluntarily leaves after more than twelve months but less than eighteen, the employee shall reimburse the Employer by 75% of the total amount calculated above.

2. If the employee voluntarily leaves after more than eighteen months but less than twenty-four months, the employee shall reimburse the Employer by 50% of the total amount calculated above.
## Benefit Groups Defined

<table>
<thead>
<tr>
<th>Group</th>
<th>Months of Year Worked</th>
<th>Full-Time Equivalency (FTE)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full-Time</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group A</td>
<td>12 months</td>
<td>100%</td>
</tr>
<tr>
<td>Group B</td>
<td>9, 10, 11 months (academic year)</td>
<td>100%</td>
</tr>
<tr>
<td>Group C</td>
<td>12 months</td>
<td>75-99%</td>
</tr>
<tr>
<td><strong>Part-Time</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group D</td>
<td>9, 10, 11 months (academic year)</td>
<td>75-99%</td>
</tr>
<tr>
<td>Group E</td>
<td>12 months</td>
<td>50-74%</td>
</tr>
<tr>
<td>Group F</td>
<td>9, 10, 11 months (academic year)</td>
<td>50-74%</td>
</tr>
</tbody>
</table>
This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.bcbsvt.com/vhp_cert or by calling (800) 255-4550.

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why this matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the overall deductible?</td>
<td>$0 individual / $0 family preferred provider. $500 individual / $1,000 family non-preferred provider.</td>
<td>See the chart starting on page 2 for your costs for services this plan covers. The plan pays benefits when an individual or the family meets the deductible. Your accumulators, such as deductibles and out-of-pocket limits and benefit limits apply to your plan year for all medical and prescription drug benefits. Your plan year: 01/01/2014 through 12/31/2014.</td>
</tr>
<tr>
<td></td>
<td>Co-insurance and co-payments do not count towards the deductible. Preferred services do not apply to the non-preferred deductible. Does not apply to non-preferred preventive mammography screenings. *Deductible applies to these services. Does not apply to prescription drugs.</td>
<td></td>
</tr>
<tr>
<td>Are there other deductibles for specific services?</td>
<td>Yes. $100 durable medical equipment and supplies deductible. $100 individual/$300 family prescription drug (retail only) deductible.</td>
<td>You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.</td>
</tr>
<tr>
<td>Is there an out-of-pocket limit on my expenses?</td>
<td>Yes. $6,350 individual / $12,700 family preferred provider. $2,500 individual / $5,000 family non-preferred provider. Prescription drugs are limited to $1,250 individual / $2,500 family.</td>
<td>The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</td>
</tr>
<tr>
<td>What is not included in the out-of-pocket limit?</td>
<td>Premiums, balance-billed charges and health care this plan doesn't cover.</td>
<td>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</td>
</tr>
<tr>
<td>Is there an overall annual limit on what the plan pays?</td>
<td>No.</td>
<td>The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.</td>
</tr>
<tr>
<td>Does this plan use a network of providers?</td>
<td>Yes. For a list of Participating providers see <a href="http://www.bcbsvt.com/findadoctor">www.bcbsvt.com/findadoctor</a> or call (800) 255-4550.</td>
<td>If you use an in-network doctor or other health care provider this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.</td>
</tr>
</tbody>
</table>

Questions: Call (800) 255-4550 or visit us at www.bcbsvt.com/vhp_cert. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.bcbsvt.com/glossary or call (800) 255-4550 to request a copy. *Deductible applies to these services.
**Appendix E, UVM Medical Plan**

**Point of Service plan (POS) Open Access Plan**

S$10 PCP/S20 Specialist co-payment, $250 co-payment Inpatient/$100 Outpatient

Pharmacy: $100 deductible (retail only), $5 co-payment/$20 co-payment/$40 co-payment

**Summary of Benefits and Coverage:** What this Plan Covers & What it Costs

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why this matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do I need a referral to see a specialist?</td>
<td>No.</td>
<td>You can see the specialist you choose without permission from this plan.</td>
</tr>
<tr>
<td>Are there services this plan doesn’t cover?</td>
<td>Yes.</td>
<td>See your policy or plan document for additional information about excluded services.</td>
</tr>
</tbody>
</table>

- **Co-payments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is your share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan’s **allowed amount** for an overnight hospital stay is $1,000, your **co-insurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network provider charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network providers by charging you lower deductibles, co-payments and co-insurance amounts.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use a Preferred Provider</th>
<th>Non-Preferred Provider</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you visit a health care provider’s office or clinic</td>
<td>Primary care visit to treat an injury or illness</td>
<td>$10 co-payment per visit for primary care physician; no charge for mental health / substance abuse</td>
<td>30% co-insurance* for primary care physician and mental health / substance abuse</td>
<td>Some services require prior approval. For clarification on mental health services visit <a href="http://www.bcbsvt.com/mental-health-primary-care">www.bcbsvt.com/mental-health-primary-care</a>.</td>
</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>$20 co-payment per visit</td>
<td>30% co-insurance*</td>
<td>Some services require prior approval.</td>
</tr>
<tr>
<td></td>
<td>Other practitioner office visit</td>
<td>$20 co-payment per visit for chiropractic care, nutritional counseling, outpatient physical, speech, and occupational therapy</td>
<td>30% co-insurance* for outpatient physical, speech, and occupational therapy; chiropractic care and nutritional counseling not covered</td>
<td>Some services require prior approval. Frequency limits apply.</td>
</tr>
<tr>
<td></td>
<td>Preventive care / Screening / Immunization</td>
<td>No charge</td>
<td>30% co-insurance*</td>
<td>For clarification on preventive services visit <a href="http://www.bcbsvt.com/preventive">www.bcbsvt.com/preventive</a>.</td>
</tr>
</tbody>
</table>

**Questions:** Call (800) 255-4550 or visit us at www.bcbsvt.com/shp_cert. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.bcbsvt.com/glossary or call (800) 255-4550 to request a copy. *Deductible applies to these services.
## Appendix E, UVM Medical Plan

### Point of Service plan (POS) Open Access Plan

**Coverage Period Begins:** 07/01/2014  
**Coverage For:** UVM  
**Plan Type:** POS

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use a</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Preferred Provider</strong></td>
<td><strong>Non-Preferred Provider</strong></td>
</tr>
<tr>
<td><strong>If you have a test</strong></td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>No charge for office-based and outpatient hospital</td>
<td>30% co-insurance* for office-based and outpatient hospital</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>No charge</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td><strong>If you need drugs to treat your illness or condition. More information about prescription drug coverage is at <a href="http://www.bcbsvt.com/rxcenter">www.bcbsvt.com/rxcenter</a>.</strong></td>
<td>Generic drugs</td>
<td>$100 deductible, then $5 co-payment / $10 co-payment</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Preferred brand drugs</td>
<td>$100 deductible, then $20 co-payment / $40 co-payment</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Non-preferred brand drugs</td>
<td>$100 deductible, then $40 co-payment / $80 co-payment</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Wellness drugs</td>
<td>Wellness prescription drugs process the same as any other prescription.</td>
<td>Not covered</td>
</tr>
<tr>
<td><strong>If you have outpatient surgery</strong></td>
<td>Facility fee (e.g., ambulatory surgery center)</td>
<td>$100 co-payment per visit</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>No charge</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td><strong>If you need immediate medical attention</strong></td>
<td>Emergency room services</td>
<td>$50 co-payment per visit for facility services; no charge for physician services</td>
<td>$50 co-payment per visit for facility services; no charge for physician services</td>
</tr>
<tr>
<td></td>
<td>Emergency medical transportation</td>
<td>$50 co-payment per member per day</td>
<td>$50 co-payment per member per day</td>
</tr>
</tbody>
</table>

**Questions:** Call (800) 255-4550 or visit us at www.bcbsvt.com/whp_ext. If you aren’t clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.bcbsvt.com/glossary or call (800) 255-4550 to request a copy. *Deductible applies to these services.

**SNO/BPN:** 1016556 QS24  
Page 3 of 8  

*Appendix E, UVM Medical Plan*  
Page 57
<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use a</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you need immediate medical attention</td>
<td>Urgent care</td>
<td>Preferred Provider: $20 co-payment per visit</td>
<td>Non-Preferred Provider: $20 co-payment per visit</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>$250 co-payment per admission</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fee</td>
<td>No charge</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Mental/Behavioral health outpatient services</td>
<td>No charge</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td></td>
<td>Mental/Behavioral health inpatient services</td>
<td>$250 co-payment per admission</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder outpatient services</td>
<td>No charge</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder inpatient services</td>
<td>$250 co-payment per admission</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Prenatal and postnatal care</td>
<td>No charge</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td></td>
<td>Delivery and all inpatient services</td>
<td>$250 co-payment per admission</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td>If you need help recovering or have other special health needs</td>
<td>Home health care</td>
<td>No charge home health care, private duty nursing; $20 co-payment per visit</td>
<td>30% co-insurance*</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>$250 co-payment per admission</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Habilitation services</td>
<td>$250 co-payment per admission</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Skilled nursing care (facility)</td>
<td>$250 co-payment per admission</td>
<td>30% co-insurance*</td>
</tr>
</tbody>
</table>

Questions: Call (800) 255-4550 or visit us at www.bcbv.com/hp_cert. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.bcbv.com/glossary or call (800) 255-4550 to request a copy. *Deductible applies to these services.
### Common Medical Event

<table>
<thead>
<tr>
<th>Services You May Need</th>
<th>Your cost if you use a</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Durable medical equipment (including supplies)</td>
<td>$100 individual/$300 two-person and family deductible, then 20% co-insurance</td>
<td>Not covered</td>
</tr>
<tr>
<td>Hospice</td>
<td>No charge</td>
<td>30% co-insurance*</td>
</tr>
</tbody>
</table>

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover** (This isn’t a complete list. Check the policy or plan document for other excluded services.)

- Acupuncture
- Hearing aids
- Weight loss programs
- Cosmetic Surgery (except with prior approval for reconstruction)
- Long-term care
- Dental care (child and adult)
- Routine foot care (except for treatment of diabetes)

**Other Covered Services** (This isn’t a complete list. Check the policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Non-emergency care when traveling outside the U.S. (www.bcbsvt.com/coveragewhiletraveling)
- Chiropractic Care (requires prior approval after 12 visits)
- Private-duty nursing (covered up to 14 hours per plan year)
- Infertility Medications
- Routine eye care (one routine eye exam per child and adult member per calendar year)
Your Rights to Continue Coverage:
If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at (800) 247-2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at (866) 444-3272 or www.dol.gov/ebisma, or the U.S. Department of Health and Human Services at (877) 267-2323 x61565 or www.ccio.cms.gov.

Your Grievance and Appeals Rights:
If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact (800) 255-4550.

Does this Coverage Provide Minimum Essential Coverage?
The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?
The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

- TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa (800) 255-4550.
- CHINESE (中文): 如果需要中文的帮助，请拨打这个号码 (800) 255-4550.
- NAVAJO (Dine): Dinek’ehgo shika at’ohwol ninisingo, kwiijiw holne’ (800) 255-4550.

Questions: Call (800) 255-4550 or visit us at www.bcbsvt.com/shp_crs. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.bcbsvt.com/glossary or call (800) 255-4550 to request a copy. *Deductible applies to these services.
About these Coverage Examples:
These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.
Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery):
- Amount owed to providers: $7,540
- Plan Pays: $7,120
- Patient pays: $420

Sample care costs:
- Hospital charges (mother): $2,700
- Routine Obstetric Care: $2,100
- Hospital Charges (baby): $900
- Anesthesia: $900
- Laboratory tests: $500
- Prescriptions: $200
- Radiology: $200
- Vaccines, other preventive: $40

Total: $7,540

Patient pays:
- Deductibles: $20
- Co-pays: $250
- Co-insurance: $0
- Limits or exclusions: $150

Total: $420

Managing type 2 diabetes (routine maintenance of a well-controlled condition):
- Amount owed to providers: $5,400
- Plan Pays: $4,490
- Patient pays: $910

Sample care costs:
- Prescriptions: $2,900
- Medical Equipment and Supplies: $1,300
- Office Visits and Procedures: $700
- Education: $300
- Laboratory tests: $100
- Vaccines, other preventive: $100

Total: $5,400

Patient pays:
- Deductibles: $200
- Co-pays: $400
- Co-insurance: $230
- Limits or exclusions: $80

Total: $910

Questions: Call (800) 255-4550 or visit us at www.bcbsvt.com/vhp_cst. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.bcbsvt.com/glossary or call (800) 255-4550 to request a copy. *Deductible applies to these services.
Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don’t include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren’t specific to a particular geographic area or health plan.
- The patient’s condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn’t covered or payment is limited.

Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor’s advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are not cost estimators. You can’t use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you’ll find the same Coverage Examples. When you compare plans, check the “Patient Pays” box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you’ll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.
# Appendix F  Dental Coverage Chart

## Northeast Delta Dental

This chart represents the level of coverage for services performed by dentists who participate in the Northeast Delta Dental network. You are free to visit any dentist, participating or non-participating. Visit our website at [www.nedelta.com](http://www.nedelta.com) for an updated list of participating dentists. Certain benefit limitations may apply. Please see the reverse side of this page for information about how to use your program.

<table>
<thead>
<tr>
<th>Coverage A</th>
<th>Outline of Covered Services</th>
<th>High Option</th>
<th>Base Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• DIAGNOSTIC:</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>Evaluations - 2 per Calendar Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X-Rays - complete series or panoramic film once in a 3-year period, bitewing x-rays once each Calendar Year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oral cancer screening once in a 12-month period</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CONSULTATIONS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• PREVENTIVE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>† Cleanings - 2 per Calendar Year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>† Fluoride treatment once per Calendar Year to age 19.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Space maintainers to age 16.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sealant application to permanent molars, once in a lifetime per tooth, for children to age 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• † PERIODONTAL CLEANING (Maintenance procedures)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• EMERGENCY PALLIATIVE TREATMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• APPLIANCES TO CONTROL HARMFUL HABITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>† Note: Unless medically necessary, Cleanings are limited to 2 and Fluoride treatments to 1 per Calendar Year.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverage B</th>
<th>Outline of Covered Services</th>
<th>High Option</th>
<th>Base Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• X-Rays of individual teeth</td>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>• RESTORATIVE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amalgam fillings, Composite fillings (anterior teeth only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• ORAL SURGERY:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Surgical and routine extractions and certain other surgical procedures.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• ENDODONTICS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Root canal therapy</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• PERIODONTICS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Treatment of gum disease</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• CROWNS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clinical Crown Lengthening once per lifetime per site</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• ONLAYS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• DIAGNOSTIC CASTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• REPAIRS TO DENTURES, CROWNS &amp; BRIDGES</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverage C</th>
<th>Outline of Covered Services</th>
<th>60% *</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• PROSTHODONTICS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Removable and fixed partial dentures (bridge); complete dentures</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rebase and reline</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete and partial denture adjustments</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tissue Conditioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Implants</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coverage D</th>
<th>Outline of Covered Services</th>
<th>50%</th>
<th>50%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• ORTHODONTICS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Correction of crooked teeth for adults and children</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Calendar Year Maximum for services covered under A, B and C (excluding orthodontics) | $1,500 * | $750 |
| Lifetime Orthodontics Maximum (per person) | $1,000 * | $500 |

| Calendar Year Deductible for both plans: $25 per person/ $75 per family | Does Not Apply to Coverage A, Applies only to Coverages B, C and D |

*INCREASED BENEFIT ON HIGH OPTION PLAN.*

Please
- Employees must stay in elected plan for a minimum of one year.
- Services that are covered under your Medical plan are not covered benefits under your Northeast Delta Dental plan.
- The benefit year is January 1 through December 31 each year. If the University of Vermont subscriber changes benefit effective July 1, benefits paid and deductibles applied during the first half of the year will be carried to the second half.

This chart is provided only as a summary for your convenience; in the event of a conflict or discrepancy between the chart and the group contract, the group contract will prevail. Please refer to your Northeast Delta Dental Plan Description booklet for complete benefit information.

UVM-4/25/2011 (Please see reverse)
Delta Dental Premier Dentist Network
You’ll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ No balance billing: Because participating dentists accept Delta Dental’s approved amount for service, you will normally pay less when you visit a participating dentist.

▲ No claim forms: Participating dentists will prepare and submit claim forms for you.

▲ Direct payment: Northeast Delta Dental pays the dentist directly, so you don’t have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at www.nedelta.com. Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

Claim Submission Process for Participating Dentists
▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you a EOB (Explanation of Benefits) detailing what has been processed under your programs coverage. You are responsible to pay any remaining balance directly to the dentist.

Claim Submission Process for Nonparticipating Dentists
Delta Dental provides coverage regardless of the patients’ choice of dentists, participating or not. When visiting a nonparticipating dentist within the Northeast Delta Dental operating area of Maine, New Hampshire and Vermont, payment for services rendered will be based on the lesser of the dentist’s actual submitted charge or the Plan’s allowance for nonparticipating dentists. The patient may be required to submit the claim directly and pay for the services at the time they are provided. The Explanation of Benefits and the claim payment will go to the subscriber; the patient will be responsible for any remaining balance. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).

When visiting a nonparticipating dentist outside the Northeast Delta Dental operating area, payment for services rendered will be based on the lesser of the dentist’s actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the area in which the services were provided. The patient may be required to submit the claim directly and pay for the services at the time they are provided; the patient will be responsible for any remaining balance. The Explanation of Benefits will go to the subscriber. The claim payment will go to the dentist unless the claim is marked “paid,” otherwise it will be sent to the subscriber.

Predetermination of Benefits
Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it’s not required, predetermination helps avoid any potential confusion regarding Delta Dental’s payment and your financial obligation to the dentist.

Coordination of Benefits
When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service Department at 1-800-832-5700 or, 603-223-1234.

Identification Card
Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber’s name, but can be used by everyone covered under the program.

Dental Plan Description Booklet
You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

Who is Eligible
All eligible employees and their dependents, defined as:
Spouse or Civil Union partner;
Same sex spousal equivalent;
Unmarried, dependent children to age 19;
Unmarried, full-time dependent students to age 24, and
Incapacitated dependent children.

If enrolling one eligible dependent, all eligible dependents must be enrolled unless they are covered elsewhere.

Guarantee Of Service Excellence™ Program
Northeast Delta Dental is committed to providing extraordinary service to all of its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all of those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

Claims Inquiry
If you have further questions, please contact Northeast Delta Dental’s Customer Service department at 1-800-832-5700 or, 603-223-1234. This information should be used only as a guideline for your dental benefits program. For detailed information on your group’s terms, conditions, limitations, exclusions and guarantees, please refer to your Dental Plan Description booklet or consult your employer.

Northeast Delta Dental
One Delta Drive
P.O. Box 2092
Concord, NH 03302-2002
www.nedelta.com

Appendix F, UVM Dental Plan
Appendix G  Equal Employment Opportunity/Affirmative Action Policy

Policy V. 7.3.10

Responsible Official: Vice President for Human Resources, Diversity and Multicultural Affairs

Effective Date: February 6, 2016

Equal Employment Opportunity/Affirmative Action Policy Statement

Policy Statement

The University of Vermont and State Agricultural College is committed to a policy of equal employment opportunity and to a program of affirmative action in order to fulfill that policy. The President of the University fully supports the University’s equal employment opportunity policy and the University’s affirmative action program.

The University will accordingly recruit, hire, train, and promote persons in all positions and ensure that all other personnel actions are administered without regard to unlawful criteria including race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, disability, age, positive HIV-related blood test results, genetic information, gender identity or expression, or status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively “protected veterans”), as these terms are defined under applicable law, or any other factor or characteristic protected by law, and ensure that all employment decisions are based only on valid job requirements.

In addition, the University of Vermont recognizes that discriminatory harassment and sexual harassment are forms of unlawful discrimination, and it is, therefore, the policy of the University that discriminatory harassment and sexual harassment will not be tolerated. The University also prohibits unlawful harassment on the basis of other characteristics protected by law.

Further, employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or retaliation because they have engaged in or may engage in the following: filing a complaint or assisting or participating in an investigation regarding alleged discrimination or harassment as prohibited in the policy statement above; filing a complaint or assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”), Section 503 of the Rehabilitation Act of 1973 (“Rehabilitation Act”), or the
Affirmative Action provisions of any other federal, state or local law; opposing any act or practice made unlawful by VEVRAA or any other federal, state, or local law requiring equal employment opportunities for individuals with disabilities or protected veterans; or exercising any other rights protected by VEVRAA or the Rehabilitation Act. Additionally, the University will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant.

The University of Vermont maintains an audit and reporting system that: measures the effectiveness of the University’s affirmative action program; indicates any need for remedial action; determines the degree to which the University’s objectives have been attained; measures the University’s compliance with its affirmative action obligations; and determines whether individuals with disabilities and veterans have had the opportunity to participate in all University sponsored educational, training, recreational and social activities.

Sources: Titles VI and VII of the Civil Rights Act of 1964; the Immigration Reform and Control Act of 1986; Title IX of the Education Amendments of 1972; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Age Discrimination Act of 1975; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974; Executive Order 11246; the Genetic Information Nondiscrimination Act of 2008; and the Vermont Fair Employment Practices Act, all as amended; and such other federal, state and local non-discrimination laws as may apply.

Note: This Statement of Policy is the official University of Vermont Equal Educational Opportunity Policy Statement and supersedes all prior policy statements regarding its subject matter. It may be modified only by written statement issued by the President as Chief Executive Officer of the University or by formal action by the University of Vermont and State Agricultural College Board of Trustees. This Policy Statement is designed to express the University’s intent and commitment to comply with the requirements of federal, state, and local non-discrimination laws. It shall be applied coextensively with those non-discrimination laws and shall not be interpreted as creating any rights, contractual or otherwise, that are greater than exist under those laws.

Contacts

Questions regarding this policy statement or compliance with its provisions may be directed to:

Director, Office of Affirmative Action and Equal Opportunity
University of Vermont
428 Waterman Building
Burlington, VT 05405
(802) 656-3368
Questions about policies related to Title IX, including sex discrimination, sexual harassment, and all forms of sexual violence may be directed to the University’s Title IX Coordinator:

Director, Office of Affirmative Action and Equal Opportunity  (802) 656-3368

Questions about disability related issues may be directed to the University’s Section 504 Coordinator:

Director, Office of Affirmative Action and Equal Opportunity  (802) 656-3368

Questions may also be directed to government agencies having oversight and enforcement authority with respect to the referenced laws. A complete listing of such agencies may be obtained from the Office of Affirmative Action and Equal Employment Opportunity.

The Vice President for Human Resources, Diversity and Multicultural Affairs is the University official responsible for the interpretation and administration of this policy.

The University has developed an Affirmative Action Plan. The portions of the plan required for disclosure are available for inspection during normal business hours; contact the University’s Public Records Officer at (802) 656-8937.

**Related Documents/Policies**

Equal Opportunity in Educational Programs and Activities and Non-Harassment
http://www.uvm.edu/~uvmppg/ppg/student/equaledu.pdf

Procedures for Investigating and Resolving Discrimination Complaints

Sexual Harassment & Misconduct Policy
http://www.uvm.edu/~uvmppg/ppg/hr/sexharasemp.pdf

**Effective Date**

Approved by the President February 6, 2016
Approved by the Chair of the Board of Trustees February 6, 2016
The Flexible Spending Account (FSA) is designed to increase spendable take-home pay by allowing employees to reduce their federal and state income and Social Security taxes. The following is a summary of the FSA covered by this Agreement. All of the terms and conditions of FSAs in existence at the execution of this Agreement are incorporated herein, and shall be applied consistent with IRS regulations and state and federal law. The University shall make copies of the terms and conditions of such accounts available to staff upon request.

1. Employees who opt to establish tax-free flexible spending accounts may:
   a. Set up a Dependent Care Account to pay for eligible child care or elder care payments.
   b. Set up an individual Medical Account to pay for unreimbursed medical costs not covered by the medical insurance plans including prescription, deductibles, co-payments, glasses, contact lens, and other medical and certain dental expenses. Many over the counter medications and medical supplies which were formerly reimbursable are now only be reimbursable with a doctor’s prescription. Details can be found on the UVM Human Resource Service website.
   c. Set up a Premium Conversion Account to cover an employee’s share of UVM disability insurance pre-tax premiums.

2. Full time employees may waive their medical coverage at UVM and receive a $1,000 payment which can be placed in their Flexible Spending Account if an employee’s eligible dependents are covered by the employee’s spouse’s medical insurance and if an employee waives UVM medical coverage.

3. Eligible employees may set up flexible spending accounts during open enrollment periods each year, and such accounts will take effect January 1 of the following calendar year.

4. Employees may choose any or all of the three accounts listed above and may decide how much salary to be directed into each account. Employees may elect to place up to $5,000 in a dependent care account and up to $2,550 in the Medical Flexible Spending Account. The allowable contribution may be increased annually based on a cost of living adjustment. Human Resource Services (656-3150, 228 Waterman Building) can provide information about Flexible Spending limits.

5. Money in flexible spending accounts that is not spent or claimed for eligible expenses shall not be returned to the employee.
   a. Participants will be able to roll over up to $500 of unclaimed medical reimbursement funds in the Flexible Medical Spending Account into a new account for the next calendar year. Any amount over $500 will still be subject to the forfeiture rule.
   b. Funds in a Dependent Care Account cannot be rolled over.

6. The University’s Flexible Spending program will be administered according to the IRS regulations in effect for the calendar year during which the employee elects to participate. As IRS regulations can change from year to year, employees are encouraged to contact the Employee Information Center in Human Resource Services (656-3150, 228 Waterman Building) before electing a payroll deduction.
Appendix I  Parental, Family and Short-Term Leave

Vermont Department of Labor

Vermont’s Parental Leave Law covers employers with 10 or more workers who work an average of 30 hours per week over the course of a year. Vermont’s Family Leave Law, which includes Short-Term Family Leave, covers employers with 15 or more workers who work an average of 30 hours per week over the course of a year. A worker who has worked for a covered employer for an average of 30 hours a week for a year is entitled to leave under these laws.

During any 12 month period, the worker is entitled to up to 12 weeks of unpaid leave:

- **Parental Leave**: during the pregnancy and/or after childbirth; or, within a year following the initial placement of a child 16 years of age or younger with the worker for the purpose of adoption;
- **Family Leave**: for the serious illness of the worker, worker’s child, stepchild, ward, foster child, party to a civil union, parent, spouse, or parent of the worker’s spouse;
  
  and, in addition to the leave provided in 21 V.S.A. Sec. 472, a worker is entitled to short-term family leave of up to 4 hours in any 30 day period (but not more than 24 hours in any 12 month period) of unpaid leave:
- **Short-Term Family Leave**: to participate in preschool or school activities directly related to the academic advancement of the worker’s child, stepchild, foster child or ward who lives with the worker; to attend or to accompany the worker’s child, stepchild, foster child or ward who lives with the worker or the worker’s parent, spouse or parent-in-law to routine medical or dental appointments; to accompany the worker’s parent, spouse, or parent-in-law to other appointments for professional services related to their care and well-being; to respond to a medical emergency involving the employee’s child, stepchild, foster child or ward who lives with the worker or the employee’s parent, spouse or parent-in-law.

The worker must give reasonable written notice of intent to take family or parental leave, including the anticipated dates the leave will start and end. The employer may not require notice more than 6 weeks prior to birth or adoption. If serious illness is claimed, the employer may require certification from a physician. For short-term family leave, a worker must give notice as early as possible, at least seven days before the leave is to be taken unless waiting seven days could have a significant adverse impact on the employee’s family member. A worker may choose to use sick leave, or vacation leave, or any other accrued paid leave time during the leave, up to six weeks. The employer may not require the worker to do so. Use of paid leave does not extend the overall leave time to which the worker is entitled.

The employer must continue to provide all worker benefits unchanged during the leave period, but may require the worker to contribute to the cost at the existing rate of worker contribution.

Upon return from leave, a worker must be offered the job held previously or a comparable one at equal pay, benefits, seniority, and other terms and conditions.

- **Exceptions**: A worker is not entitled to leave under the Parental and Family Leave Act if the employer can prove by clear and convincing evidence that:
  
  - **Layoff**: during the period of leave the employee’s job would have been terminated or the worker would have been laid off for reasons unrelated to the leave; or
  
  - **Unique Services**: the worker performed unique services and hiring a permanent replacement during the leave, after giving the worker notice of intent to do so, was the employer’s only available alternative to prevent substantial and grievous economic injury.
This law sets a minimum standard for parental and family leave rights. It does not prevent an employer from offering a more generous leave policy and does not reduce an employer’s obligation under a collective bargaining agreement or existing program that provides greater leave rights than the law requires.

**EMPLOYEES ARE PROTECTED FROM RETALIATION OF ANY KIND IN CONNECTION WITH THE ENFORCEMENT OF THIS LAW.**

A worker aggrieved by a violation of this law may:

- bring a private lawsuit for injunctive relief, economic damages including prospective lost wages for a period not to exceed one year, attorney fees and court costs;
- (if you are not a state worker) lodge a complaint with the Office of the Attorney General at 828-3657, or (if you are a state worker) lodge a complaint with the Vermont Human Rights Commission at 828-2480. These agencies may investigate your complaint and bring action in court to enforce this law.

To obtain copies of this poster, call the Vermont Department of Labor at 828-0267 or visit our website at:


Equal Opportunity is the Law. The State of Vermont is an Equal Opportunity/Affirmative Action Employer. Applications from women, individuals with disabilities, and people from diverse cultural backgrounds are encouraged. Auxiliary aids and services are available upon request to individuals with disabilities. 711 (TTY/Relay Service) or 802-828-4203 TDD (Vermont Department of Labor). WH-14 (03/14).
## Appendix J  Post-Retirement Medical Benefits, Pre-Age 65

### Percent of Premiums

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<th>Salary at Retirement</th>
<th>Individual’s Share of Premiums</th>
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<td>Less than $90,000</td>
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### Appendix K  Post-Retirement Medical Benefits, Post-Age 65

Percentage of Retiree (post-65) Health Insurance Premiums to be Paid by Individuals
(Based on Final Average Salary and Years of Service)

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<td>56%</td>
</tr>
</tbody>
</table>
| $200,000 and up          | 60%      | 60%      | 60%      | 60%      | 60%      | 60%      | 60%      | 60%      | 60%      | 60%      | 59%      | 58%      | 57%      | 57%      | 56%      | 56%                | 60% regardless of years of service