



AGREEMENT

Between

THE UNIVERSITY OF VERMONT

and

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN

and HELPERS UNION NO. 597

August 11, 2022 through June 30, 2025

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Article 1 RECOGNITION

The Board of Trustees of the University of Vermont recognizes the Chauffeurs, Teamsters, Warehousemen and Helpers Union No. 597 as the exclusive bargaining representative for all full-time and regular part-time police officers, service officers and dispatchers employed by the University in accordance with the Order of Certification issued by the Vermont Labor Relations Board on May 1, 1996 in Docket No. 95-79. It also recognizes the same union as the exclusive bargaining representative for all police sergeants employed by the University in accordance with the Order of Certification issued by the Vermont Labor Relations Board on May 13, 2019 in Docket No. 19-08. 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 **University:** 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 or 19-08.
- 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.
- 2.10 **Sergeant:** When this collective bargaining Agreement differentiates between police officers, dispatchers, and service officers, UVM police sergeants shall be considered police officers unless they are specifically mentioned as a distinct group within a given context.

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.
- 4.4 The University shall notify the Union within ten (10) business days of all new hires. The University shall also notify the Union of any bargaining unit member's departure.

Article 5 DELETED: COLLECTIVE BARGAINING SERVICE FEE

Article 5, Collective Bargaining Service Fee, was deleted as of August 12, 2019.

Article 6 TRAINING AND PROBATIONARY PERIOD

- 6.1 Any individual hired into the bargaining unit must successfully complete a training and probationary period as indicated in this Article. During this period the employee shall not accrue seniority for any purpose.

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

Employees who successfully complete the training and probationary period shall then be credited with seniority based on the date of the end of their probation. This provision does not change the seniority of any existing employees and is applied going forward for new hires. "Seniority" is distinct from, and has no effect on, an employee's benefits service date.

6.2 **Police Officers and Sergeants**

- a. The training period for police officers and sergeants new to the bargaining unit shall begin upon their date of hire.
- b. The probationary period for police officers shall begin following certification of completion of the Training Academy and UVM Field Training. Failure to successfully complete the Training Academy program or UVM Field Training will result in immediate termination, and such termination shall not be subject to the grievance and arbitration procedures of this Agreement. Employees who are hired with previous Academy certification shall begin their probationary periods following completion of UVM Field Training.
- c. A police officer or sergeant 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 employees, the probationary period of nine months shall begin following completion of waiver certification and UVM Field Training or training for sergeants.

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.

- d. Sergeants promoted from a UVM police officer position shall serve a second probationary period in their new position. Sergeants who fail to successfully complete their second probationary period will be returned to a police officer position and their pay will be reduced to their previous police officer salary (in setting the salary, pay increases under this contract will be applied, as applicable); these actions are not 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 date of hire.

6.4 **Length of Probation.** The following probationary periods shall apply to the classifications listed:

- a. Police Officers and Sergeants - Nine (9) months shall be the normal probationary period for newly hired officers and sergeants. Current UVM Police Officers promoted to the rank of Sergeant shall be on probation for six (6) months.
- 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.

6.5 **Probationary periods** for employees contained herein may be extended for up to an additional ninety (90) calendar days by the Police Chief, following notice to the employee and the Union. The extension of the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

6.6 The Department shall notify the union within fourteen (14) calendar days of a bargaining unit member's successful completion of probation.

Article 7 TEMPORARY EMPLOYEES

The utilization of temporary employees by the University within the Police Services Department shall be reviewed annually by the Chief (or designee) and the shop steward or alternate and/or the Local Union Business Agent. The University shall prepare an annual report of the hours worked by all temporary employees in bargaining unit classifications, which shall include the day and hours worked. A copy of the annual report shall be provided, upon request, to the shop steward and forwarded to the Local Union.

As part of the 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 any legally protected category described in the University's Equal Employment Opportunity/Affirmative Action Policy Statement, which may be amended from time to time. In addition, the parties recognize 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, 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 VEVRAA, requiring equal employment opportunities for individuals with disabilities, disabled veterans, other protected veterans, or Armed Forces Services Medal veterans; or exercising any rights under VEVRAA of the Rehabilitation Act.

- 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 the 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 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 **Shift Bidding Procedures for Police Officers and Sergeants:**

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 these classifications, which shall change on the first Monday of every month. Shift bidding shall take place every four months by seniority within these classifications and assignments shall be completed thirty (30) days prior to the effective date of the bid schedule. New shift rotations will begin the first full week of January, May, and September. Under normal circumstances, assignments are made using shift bidding procedures; however, the University retains the right to reassign individuals to a shift when special circumstances warrant.

Officers and sergeants 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, and/or sergeants, the Chief (or designee) may assign the least senior experienced officer and/or sergeant to the shift. Such assignment will occur after requesting volunteers to transfer to the shift in question.

The Chief (or designee) will give serious consideration to the recommendations or input of officers and/or sergeants 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 **Shift Bidding Procedures for Dispatchers and Service Officers:**

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) shall discuss the proposed changes with the affected employees. The Chief (or designee) shall 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 three times a year, at the same times as officers and sergeants.

Dispatchers 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), a dispatcher shall be required to bid to an alternative shift schedule for at least one tour of duty (four [4] consecutive months).

- 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 NOT 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 and Sergeants' overtime assignment for **UNSCHEDULED** absences:
 - (1) Prior shift officers or sergeants
 - (2) Following shift officers or sergeants
 - (3) Supervisors on prior or following shifts
 - (4) Officers or sergeants on scheduled days off
 - (5) Supervisors on scheduled days off
- b. Police Officers and sergeants' overtime assignment for **SCHEDULED** absences:

An open shift bid will be utilized. When possible, shifts will be open for bid for fourteen (14) days, and the bid will be closed no later than seven (7) days in advance of the assignment. Officers and sergeants who have the requisite skills and ability to perform the work will be offered the assignments in order of seniority. If no officer or sergeant chooses to take the assignment under (a) or (b) above, the Chief (or designee) shall be free to assign an employee as outlined in section 10.17 of this agreement.

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 an employee as outlined in section 10.17 of this agreement.

10.9 **Special Event Assignments**

- a. For Police Officers and Sergeants. Special event assignments that are known at least seven (7) days in advance that cannot be covered by regularly assigned officers or sergeants during a given shift, shall normally be staffed by seeking volunteers and assignments made in order of seniority, to individuals in the classification needed to staff the assignment, 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 as outlined in section 10.17 of this agreement 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 or more of the following options: (1) seek volunteers to fill the shift or assignment if time permits; (2) offer the work utilizing the list provided in subsection 8(a) of this article; (3) offer the work to supervisory personnel; or (4) directly assign an officer or sergeant to fill the shift or assignment without using the list.

Officers or sergeants 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 occurs before the employee's scheduled hours and is cancelled and the employee is not notified prior to leaving to work the event, the employee shall be compensated for those hours prior to their normally scheduled shift. 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.

Employees may earn compensatory time beyond the maximum number of hours only with advance written approval from the Chief (or designee). These requests will be considered by the Chief (or designee) on a case-by-case-basis.

10.11 **On-Call**

Officers assigned to detective detail will receive \$200 per week for being on call.

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 \$4.00 per 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 receive call-in premium pay equal to one and one half (1.5) times the bargaining unit employee's base hourly rate for a minimum of three (3) hours to a maximum of actual hours worked.

Travel Time

Employees will receive paid travel time for the amount of time traveled to and from the work site up to a maximum of one hour for each call-in occurrence. Travel time is added to the actual on-call hours worked for each occurrence to establish the total on-call paid hours. If the actual hours worked plus allowable travel time is less than three (3) hours, only the three (3) hour minimum will be paid. Mileage shall be paid for travel to and from work when an employee is called-in-on call.

- 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. Employees who are not on-call and are required to come into work with less than 24 hours' notice shall also receive Travel Time as outlined in 10.13 a.
- 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.
- 10.16 Employees who attend off-shift Department Meetings will be compensated for a minimum of two (2) hours of pay at their regular rate or the length of the meeting, whichever is greater.
- 10.17 **Involuntary Assignments.** Should it be necessary for the chief (or designee) to order an employee to cover a shift or special event, the least senior employee in the appropriate unit will be assigned to that shift. The chief (or designee) shall then select the next least senior employee for each subsequent involuntary assignment.
- 10.18 **Voluntary or Mandatory Overtime Assignments.** For the health and safety of employees, all reasonable attempts shall be made to keep overtime to a minimum, and prevent employees from working more than:
 - 1) 16 hours in a 24-hour period;
 - 2) 35 hours of overtime in a seven-day period, and/or
 - 3) More than 11 consecutive days of regular shift work, not to include court time, special events, or emergencies, without a day off.

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 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 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 shall remain in the employee's personnel file for two (2) years and shall not be used as a justification for a more severe penalty beyond that time. Written warnings are not grievable beyond Step Three of the grievance process. Suspensions shall remain permanently in the employee's personnel file. In any hearing before the Vermont Labor Relations Board all prior discipline 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 proposal notice, the employee may be suspended with pay or assigned other duties.
- The University shall allow the employee and the Union representative ten (10) calendar days to review the facts as presented in the proposal notice and to submit a response and/or reason why the pending discharge may not be appropriate. The parties may mutually agree to extend the response period. The employee may choose to meet with the Chief (or designee) in lieu of, or in addition to, submitting a written response.
- The Chief (or designee) shall consider the response(s) from the employee or the Union and will notify the parties in writing of the disciplinary action to be taken, if any, against the employee within a reasonable amount of time, normally within ten (10) calendar days.
- Upon receipt of the Chief's (or designee's) decision, the grievance procedure may be invoked by the employee and/or the Union in accordance with the time frames of that procedure.
- 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).

This section does not apply to promotion from police officer to sergeant.

- 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:**
- a. **Seniority.** Employees who are approved for voluntary transfer shall, upon successful completion of their applicable trial period, be granted a new seniority date within the classification transferred to, which shall be the same as their date of transfer to the new classification.
 - b. **Pay Rates.** Employees shall receive, as of their date of transfer to the new 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.
 - c. **Fringe Benefits.** Employees who establish new seniority dates within classifications shall have their total University service time recognized for the calculation of fringe benefits, such as vacation, or any other benefits provided by this Agreement that are based upon the employee's total length of service for the employer.

Article 16 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 attend department sponsored training courses, seminars, conferences or similar sessions, shall receive their regular rate of pay for the time spent attending the training. Employees who attend such training shall also receive their regular rate of pay for travel hours to and from the training site, and for time spent completing required homework outside of the scheduled training time. Except as specified herein, time spent outside the scheduled training, shall not be compensated, except as required by applicable state and federal law.
- Hours paid to employees who attend department sponsored training shall accumulate toward the overtime provisions of this Agreement.
- 16.4 Employees shall be reimbursed for expenses incurred for meals and lodging for department sponsored training according to the provisions of the University's Travel Policy.

- 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 employees who are certified trainers to perform formal department 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. This provision shall not apply to roll call or other informal shift training.
- The FTO, CTO, and selected Service Officer duties must be formally assigned and scheduled by the Chief (or designee) in order 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 and provide 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 \$400 allowance to cover the purchase of any non-issued equipment directly related to the performance of departmental duties. This allowance shall be paid out directly to all employees, subject to applicable taxes and withholdings.
 - b. New employees shall receive half (\$200) of this allowance with their first paycheck to cover the purchase of non-issued equipment.
 - c. A \$500 allowance for employees assigned to the Detective/ISU and/or CUSI units for the purchase and maintenance of plain-clothes attire.

Article 18 PAYROLL PERIODS

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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

Effective July 1, 2022, the hiring wage minimums shall be as follows:

| | |
|------------------------|----------|
| Sergeants | \$84,000 |
| Police Officers | \$57,000 |
| Dispatchers | \$47,000 |
| Service Officers | \$41,600 |

It is understood that the hiring wage minimums for these 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 hiring rate 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.

19.1 Sworn Officers and Dispatchers

Effective July 1, 2022, all sworn officers and dispatchers will be placed at a step in the pay plan in Appendix I appropriate to their experience and years of service at the University. The parties will execute a separate memorandum of understanding outlining their mutual agreement on step placement.

Sworn officers and dispatchers who have an overall level of performance of "Solid" or better in their most recent performance competency tool rating will increase to the next step of the pay plan each year on the anniversary of their benefit service date.

Effective July 1, 2023, the pay plan will be increased 2%

Effective July 1, 2024, the pay plan will be increased by 2%

19.2 Service Officers

Effective July 1, 2022, all service officers will have \$2500 added to their current base salary. After this increase is applied, the minimum hire rate for service officers will be \$20/hr. Service officers earning less than \$20/hr will be adjusted to at least the minimum hire rate. To avoid compression issues, the University may make additional adjustments to service officer base salaries. Any additional adjustments will be made in accordance with a memorandum of agreement between the parties.

Effective July 1, 2023, all service officers who have completed probation and who have an overall level of performance of "Solid" or better in their most recent performance competency tool rating will receive an increase of 3% to their base salary.

Effective July 1, 2024, all service officers who have completed probation and who have an overall level of performance of "Solid" or better in their most recent performance competency tool will receive an increase of 3% to their base salary.

19.3 **Hiring Criteria.** The parties agree that the Chief shall have the discretion to set the wages of new hires. Based on level of relevant education and/or prior law enforcement or dispatcher experience, the chief will set the wages of a new employee at an appropriate step of the pay plan

19.4 **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.

19.5 **Corporals.** In the Chief's sole discretion, officers who have completed four years of full-time service as a sworn officer at the University and who have an overall level of performance of "Solid" or better in their

most recent performance competency tool rating may be promoted to the rank of corporal. The Chief or designee will determine appropriate testing and evaluation criteria that officers must complete in order to promote to corporal.

Corporals will receive 5% above the base salary for their step in the pay plan.

- 19.6 **Senior Dispatchers.** In the Chief's sole discretion, dispatchers who have completed four years of full-time service as a dispatcher at the University and who have an overall level of performance of "Solid" or better in their most recent performance competency tool rating may be promoted to the rank of senior dispatcher. The Chief or designee will determine appropriate testing and evaluation criteria that dispatchers must complete in order to promote to senior dispatcher.

Senior dispatchers will receive 5% above the base salary for their step in the pay plan.

Article 20 SHIFT DIFFERENTIAL

- 20.1 Employees shall receive shift differential for work performed as follows:

Employees who perform work between the hours of 1500 and 2300 will receive \$1.25 per hour in addition to their base rate.

Employees who perform work between the hours of 2300 and 0700 will receive \$1.50 per hour in addition to their base rate.

Employees who perform work on Saturday or Sunday will receive \$1.00 per hour in addition to their base rate and any other applicable shift differentials.

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 C. 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.** 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

Changes in Insurance Carrier Options. The University retains the right to select the insurance carrier or administrator for the medical plan and may change carriers or administrators for such plan at any time, providing only that the University notifies the Union at least 30 days in advance of such a change. The University shall negotiate with the Union the impact of such changes on the scope of plan coverage and/or employee cost. Nothing in this Agreement shall preclude the University from, in its sole discretion, adding medical insurance plan options. Nothing in this Agreement shall preclude the University from, in its sole discretion, deleting medical insurance plan options, provided that the University must notify the Union in writing at least thirty (30) days prior to effecting such change. The University shall negotiate with the Union the impact of such changes on the scope of plan coverage and/or employee cost.

Plan Modifications. With 30 (thirty) days' advance notice to the Union, the University may unilaterally modify the details of its medical insurance plans as long as the modifications do not cause substantial reduction in benefits or substantial increase in costs to employees. Prior to instituting any such modifications, the University shall provide the Union with specific information regarding prospective plan changes and a summary of the differences pre and post- modification. The Union shall be entitled to grieve whether or not the modifications are "substantial." If the changes are "substantial," the University shall negotiate with the Union the impact of such changes. It is also understood and agreed that carriers may on occasion unilaterally modify the terms of their plans and policies. In such instances, employees enrolled in such plans will be subject to any such modifications, provided that the University shall negotiate with the Union the impact of substantial changes in plan coverage and/or cost to employees.

- 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:

| Base Salary | Employee Cost | UVM Cost |
|----------------------------|---------------|----------|
| \$15.00 to \$18.99 an hour | 12.00% | 88.00% |
| \$19.00 to \$23.99 an hour | 14.40% | 85.60% |
| \$24.00 to \$28.99 an hour | 16.80% | 83.20% |
| \$29.00 to \$33.99 an hour | 19.20% | 80.80% |
| \$34.00 to \$38.99 an hour | 21.60% | 78.40% |
| Over \$39.00 an hour | 24.00% | 76.00% |

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 D for a summary of the plan, including the copayment and deductibles provided under the plan.
- d. The contribution levels referred to in 2.b. above do not include internal copayments, deductibles or other costs, which are part of the plan. Details about the University's plan, including internal copayments, 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 C 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 C 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 E.)
- 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 E 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/affordable-care-act.

21.5 Short Term and Long Term Disability

- a. **Short-Term Disability PLAN.** As of January 1, 2020, bargaining unit members may elect to participate in the University's Voluntary Short-Term Disability PLAN administered through an outside vendor. Those who wish to participate must enroll during UVM's annual Benefits Open Enrollment period.
- b. **Short-Term Disability PROGRAM.** After four months of continuous service, an employee in benefit groups A, B or C is covered by the University's internal short term disability PROGRAM at no cost to the employee, provided the employee qualifies for long term disability benefits as noted in section 5.f. If an employee is not in group A, B, or C, they are not eligible for short-term disability income through this PROGRAM. The PROGRAM provides an income for up to 26 weeks if the employee retires due to a total and permanent disability.
- c. This short-term disability PROGRAM 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 income available under the short-term disability PROGRAM will be reduced by the amount of accrued vacation, personal days, compensatory time and medical leave the employee is paid, and by any amount received from Workers' Compensation. Benefits are paid at 100% of the gross straight time salary.
- 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. **Long-Term Disability Plan.** 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 through the University. 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.

- g. 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.
- h. 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% copayment of premium.

- (2) **Optional Coverage.** Pays 70% of salary with a \$7,000 monthly maximum. Employees pay the difference between the cost of this option and their cost for 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 has been 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.

- i. 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.
- j. Before any long-term 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.
- k. 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.
- l. 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.

- m. 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.
- n. 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.
- o. If an employee dies 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.
- p. If the employee dies 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 for 24 months, on the same basis as before the employee's death. 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.
- q. At its discretion, the University may change the carrier or administrator of its benefits 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 copayments or deductibles.
- r. 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 F.)

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 \$10,000.
- 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:

| Age | % of Under Age 65 Coverage |
|---------|----------------------------|
| 65-69 | 67% |
| 70-74 | 45% |
| Over 75 | 30% |

- 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 **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 C.

22.2 **Paid Time Off (PTO)** combines all forms of paid time off with the exception of sick leave, University-recognized holidays and administrative closures into a single program that gives employees individual responsibility and flexibility in the management of their paid time off. PTO provides paid time off for vacation, personal days, and cultural holidays. Employees are responsible for managing their PTO to ensure the balance does not reach the maximum allowed. Individual departments may have their own procedures for requesting and approving time off, and employees must follow those procedures.

22.3 The amount of PTO employees earn is based on length of service and worked hours. Length-of-service is determined by the number of fully completed months of continuous service from the employee's date of hire. PTO shall be awarded on the following schedule:

| Years of Employment at UVM | PTO Days Accrued per 12 Month Period | PTO Days Accrued per Month | PTO Hours Accrued/Month 37.5 hour week | PTO Hours Accrued/Month 40 hour week |
|----------------------------|--------------------------------------|----------------------------|--|--------------------------------------|
| 0-5 | 20 | 1.666 | 12.500 | 13.333 |
| >5-10 | 25 | 2.083 | 15.625 | 16.667 |
| >10-20 | 27 | 2.250 | 16.875 | 18.000 |
| >20+ | 30 | 2.5 | 18.75 | 20 |

22.4 PTO is prorated based on FTE and term of appointment. For example, an employee with .75 FTE who has been employed at the University for three years would earn 15 days of PTO time per year (20 x .75). Employees who work a full-time 9, 10, or 11-month term of employment will earn PTO time as shown in the chart above, but no accrual will take place during the months they do not work.

22.5 PTO may be taken with advance permission from an employee's supervisor any time after it is earned, including up to 5 days during the employee's probationary period. Every PTO day taken during the probationary period shall add an additional day to the length of the probation. However, probationary employees may not take PTO while they are attending the Academy or during field training. PTO accrues during a paid leave, but not during an unpaid leave.

- 22.6 **PTO Scheduling.** PTO 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 PTO , and at least seventy-two (72) hours in advance if the employee is planning on using two (2) days or less of PTO. PTO 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 PTO calendar will be posted. Within thirty (30) days of the posting, employees will select from the schedule one week's PTO 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.

- 22.7 **Cultural Holiday Observances.** In recognition of the increasingly diverse nature of the UVM community, the University allows individuals to celebrate holidays of particular religious, cultural, or personal importance which may vary from those during which the University is closed. An employee may designate up to three of their PTO days as paid cultural holidays each year.

- 22.8 Employees will not generally be required to work on a cultural holiday. In the event of unavoidable hardship to the department that requires an employee to work on a day they have designated as a cultural holiday, the employee will receive their regular pay for that day, plus time-and-a-half for all hours worked. Exempt employees who are required to work on a cultural holiday will receive compensatory time at straight time for all hours worked.

- 22.9 **Maximum Accrual.** Employees may accrue up to two times their annual allocation of PTO.

- 22.10 **Termination of Employment.** Employees who terminate employment with the University for any reason other than just cause will be paid out for unused PTO, up to a maximum of 270 hours. Employees who have not completed their probationary period and employees terminated for just cause will not receive any payout of PTO.

- 22.11 **Access to Records.** Records of PTO earned and used shall be kept by the supervisor on the University's electronic record-keeping systems. Employees may review their leave accrual electronically.

- 22.12 **PTO and Re-Employment.** If an employee leaves UVM after three or more years of at least half-time continuous regular service, and is re-employed in another half-time or more continuous regular position within two years of their original separation date (except in cases of termination for cause), PTO will accumulate at a rate based on their overall years of service with UVM.

- 22.13 **Holidays**

a. The following holidays shall apply to members of the bargaining unit:

1. New Year's Day
2. Birthday of Dr. Martin Luther King, Jr.
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

- b. With the exception of the Cultural Holiday, the University shall designate on which exact date holidays will be observed each year, except December 24, 25 and 31, January 1 and July 4, which will be celebrated on those dates. Holidays designated or observed on exact dates shall commence at one minute after midnight and end at midnight of the day designated.
- c. Employees shall be paid for observed holidays for the number of hours in their regularly scheduled shift, provided the holiday falls during a week in which they are in paid status or regularly employed. For those employees with less than 100% FTE, their holiday pay will be determined by multiplying their regular daily hours by their FTE percentage. Holidays that do not fall during the employee's regular schedule shall not be considered time worked for purposes of overtime.
- d. Probationary employees are eligible for holiday pay.
- e. Employees who work on an observed holiday shall be paid at time and a half their regular rate for hours actually worked and shall also receive their regular rate of pay for the number of hours in their regularly scheduled shift. Holidays that fall during the employee's regular schedule shall be considered time worked for purposes of overtime.

22.14 **Sick and Medical Leaves.** Sick leave is earned on a monthly basis and is calculated from the employee's starting day of employment. Sick leave is intended to cover short-term absences from work when an employee is ill, or must care for an immediate family member who is ill.

22.15 Sick leave may not be taken before it is earned except that new employees are credited with an immediate accumulation of twelve (12) days of sick leave. No additional sick leave is earned until the thirteenth (13th) month of employment at which time an employee shall accrue sick leave on a monthly basis.

22.16 Full-time employees working 100% FTE shall accrue twelve (12) sick leave days per year with unlimited accrual. Those employees working less than full-time will accrue sick leave on a pro-rated basis in accordance with the eligibility grid for sick leave below. A day of sick leave is eight (8) hours for an employee who regularly works a forty (40) hour week and seven and a half (7½) hours for an employee who regularly works a thirty-seven and one-half (37½) hour week.

22.17 **Benefit Group Formula**

| | |
|---------|------------------------------------|
| A | 12 days per year |
| B | .75, .83 or .92 x 12 days per year |
| C | % of FTE x 12 days per year |
| D | .75, .83 or .92 x 12 days per year |
| E | % of FTE x 12 days per year |
| F | .75, .83 or .92 x 12 days per year |

22.18 **Medical Leaves.** The University will provide and administer Family and Medical Leave (FMLA), Vermont Parental and Family Leave, and all other applicable leave programs in compliance with state and federal law. Paid medical leave can be used in cases where the employee is absent from work due to illness or injury, and for all other circumstances required under federal and state law, including but not limited to, the Family Medical Leave Act (FMLA), the Vermont Parental and Family Leave Act (PFLA), and the Vermont Earned Sick Time Law.

22.19 **Documentation of Sick Leave and Medical Leaves.** Employees who are absent from work for more than five consecutive workdays may be required to provide a physician's statement indicating the reason for the absence. Documentation may also be required in cases where an employee has a prior disciplinary record for abuse of leave, or where there are reasonable grounds to believe that an employee is abusing medical leave.

- 22.20 **Physician's Statement.** In some circumstances, employees may be required to provide a physician's statement certifying that they are able to return to work after a serious or extended illness. The statement must address the employee's fitness for duty and any limitations they may have in assuming their regular work.
- 22.21 **Probationary Employees.** Employees in their probationary period who use sick leave may have their trial period extended by a number of days equal to the number of sick leave days used during the probationary period.
- 22.22 **Access to Records.** Records of sick leave earned and used shall be kept by the supervisor on the University's electronic record-keeping systems. Employees may review their sick leave accrual electronically.
- 22.23 **Extended Leave.** If employees are absent or expect to be absent for more than two (2) weeks, they must request a medical leave from their supervisor. Employees on an approved medical leave, either paid or unpaid, shall continue to participate in insurance programs for up to twenty-six (26) weeks. If the leave is unpaid, the University will not contribute to the employee's retirement plan, PTO, and sick leave will not accrue, and tuition remission will not be available, except for the employee's dependent children.
- 22.24 Employees on paid or unpaid medical leave shall normally have their position held for a period of not more than twenty-six (26) weeks (or less if the position has been eliminated because of layoff or reorganization). If the employee is unable to return to work after twenty-six (26) weeks, they must apply for a personal leave of absence at least thirty (30) calendar days before the expiration of the 26-week period. Such personal leave may not exceed one year. Failure to apply will result in automatic termination of employment at the end of the medical leave. Personal leave shall be granted in the sole discretion of the University.
- 22.25 When an employee begins a medical leave that is expected to last more than two (2) weeks, the University will notify them in writing of:
- a. their eligibility for statutory leave;
 - b. that their position will be held for no more than 26 weeks;
 - c. the last day/date of the 26-week medical leave period; and
 - d. the right to apply for personal leave if they are unable to return to work within 26 weeks.
- 22.26 The Request for Leave of Absence form shall be considered the official record which documents the request for a leave of absence.
- 22.27 **Carryover.** Unused sick leave shall be carried over into the following year.
- 22.28 **Balances and Termination.** Payments will not be made for accumulated, unused sick leave, either during active employment or upon termination of employment.
- 22.29 **Temporary Reduction in FTE to Care for Immediate Family Members or to Bond with a Child.** An employee may take FMLA leave intermittently (taking leave in blocks of time) or on a reduced leave schedule (reducing the employee's usual weekly or daily work schedule) in accordance with the FMLA and University policies and this collective bargaining agreement. If an employee has exhausted FMLA leave, or is not eligible for intermittent or reduced schedule FMLA leave, and has worked for the University for three or more years in a full-time capacity, the employee may request a temporary reduction in their full-time equivalency for one or more of the following reasons:
- To bond with a newborn child, or to bond with a child placed with the employee for adoption or foster care, within the first 12 months of birth or adoption/placement;
 - To care for an immediate family member (spouse, child, or parent as defined by the FMLA, or any

dependent relative living in the employee's household); or

- Other appropriate circumstances as determined in the discretion of the supervisor.

- 22.30 Employees must submit a written request for a reduction in FTE to their supervisor stating the length and purpose of the reduction in FTE, and the desired FTE. If the supervisor approves the request, it will be forwarded to the dean, director or other appropriate administrative officer for final approval.
- 22.31 Such leaves will not be unreasonably denied, but are subject to the business needs of the University. In some instances, an employee and their supervisor may agree to employment in a different position during the period of reduced FTE. In such cases, the terms and conditions of the arrangement must be placed in writing in advance of the approval of reduction in FTE with signatures of the employee, the supervisor and a representative of the Union. Nothing shall preclude the employee from returning to their full-time status at the end of the reduced FTE period.
- 22.32 The following conditions apply for all partial leaves approved:
- a. The maximum reduction in FTE will be 50% but to no less 0.5 FTE.
 - b. Salary during the leave will be prorated based on the FTE.
 - c. The length of the reduced FTE will normally be limited to two years. If the period of reduced FTE is longer than one year, the circumstances will be reviewed annually to establish if it is appropriate for the reduction in FTE to continue.
 - d. The terms and conditions of employment during the period of reduced FTE will be as described for regular staff members 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 period of reduced FTE.
 - e. The University's contributions to the employee's retirement plan will be based upon the employee's reduced salary.
 - f. The employee's life insurance will be continued under the terms of coverage provided by the group life insurance plan, and the employee must continue to pay their share of the cost.
 - g. Disability insurance will also be continued, but the level of coverage will be based on the employee's reduced salary.
 - h. The University's contribution toward disability premiums will be reduced to a level proportional to the employee's reduced coverage.
 - i. Tuition remission for the employee's dependents will be available on the same basis as before the period of reduced FTE began.
 - j. Tuition remission for the employee shall be consistent with the benefit group resulting from the reduced FTE.
- 22.33 **Extensions.** Requests for extensions of such leave must be submitted at least one month before the end of the original period of reduced FTE.
- 22.34 **Paid Parental Leave.** Eligible employees will receive their full salary, or full regular straight-time pay, for up to eight weeks of paid parental leave for the following reasons, as defined by the FMLA:
1. The birth of a child or placement of a child for adoption or foster care; or
 2. To bond with a child (leave must be taken within one year of the child's birth or placement).

- 22.35 Eligibility and administration will be consistent with the rules for FMLA leave, except that eligibility will begin after the completion of the employee probationary period and the paid leave may continue after the employee has exhausted all of their FMLA. Employees who use parental leave prior to 12 months of University employment agree to return to employment with the University for a period at least equal to the amount of parental leave used, unless they are unable to return to work due to medical necessity of themselves, birthing partner, or their child(ren).
- 22.36 If both parents are employed at the University, each parent will be eligible for eight weeks of paid parental leave.
- 22.37 In order to be eligible for paid parental leave, the employee must either:
- Be taking FMLA leave for one of the two above-listed reasons, and paid parental leave will run concurrently with leave under the FMLA.
 - Meet the criteria of the two above-listed reasons, even if they have exhausted their FMLA. In this event, once the employee is again eligible for FMLA, paid parental leave will run concurrently with the FMLA.
- 22.38 Paid parental leave benefits must be taken in eight continuous weeks of time. However, for an employee who has given birth and who receives paid short-term disability (STD) benefits during the employee's own medical recovery following childbirth, paid parental leave will pause during STD payments, and re-commence after termination of STD benefits.
- 22.39 Any unused paid parental leave will not be carried over or paid out to the employee.
- 22.40 After paid parental leave (and any STD benefits) are exhausted, the balance of FMLA leave (if applicable) will be compensated through the employee's accrued leave balances, or may be unpaid if the employee requests it or has no accrued paid leave time.
- 22.41 Employees must provide their supervisor with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). Employees must complete all requested forms and provide all requested documentation to Human Resource Services in support of their request for paid parental leave.
- 22.42 Full time employees who have completed their probationary period are eligible to apply for a Personal Leave of Absence without pay for up to one year. Requests for Personal Leave shall be made to the employee's supervisor. No leave of absence will be approved unless there is a reasonable expectation that the employee's position will be available upon the employee's return.
- 22.43 Ordinarily, a personal leave is not granted for more than one year. If the employee needs more than one year, additional leave must be requested at least one month before the end of their original one-year leave. During an unpaid personal leave, the employee may continue their UVM insurance plans, but they must cover the full cost.
- 22.44 **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.

22.45 **Bereavement Leave.** Employees shall receive three (3) days of paid bereavement leave for deaths of individuals close to the employee, including:

- Spouse/partner
- Child*/Stepchild*/Foster Child*
- Individuals living in the employee's household
- Parent**/Stepparent**/Parent of the employee's Children**
- Aunt**/Uncle**/Niece**/Nephew**
- (Step)sister or (step)sister-in-law**/(step)brother or (step)brother-in-law**
- Grandparent**/Grandchild**

* of their spouse/partner

** of either the employee or their spouse/partner

22.46 **Additional Time.** An additional three (3) days of paid bereavement leave will be granted upon the loss of a spouse, partner, child or stepchild, sibling, grandchild, grandparent, parent or stepparent. The three (3) additional days may be granted for the death of any relative listed above with the approval of the employee's supervisor. Requests shall not be unreasonably denied.

22.47 Employees may request additional time off without pay. Such a request may be approved at the discretion of the supervisor. Employees may also request the use of vacation, compensatory, or time off without pay, for deaths outside of the immediate family. Such requests may be approved at the discretion of the supervisor.

22.48 If bereavement leave is used during the employee's probationary period, the probationary period may be extended by the length of the leave.

22.49 If the death in the immediate family occurs while the employee is on vacation or other paid leave, the appropriate number of days will be charged as bereavement leave, not as other paid time off.

22.50 Employees who suffer physiologically or psychologically as a result of bereavement may use sick or medical leave as appropriate.

22.51 Bereavement leave shall not be unreasonably denied. An employee requesting bereavement leave shall provide their relationship of the deceased to their supervisor. Documentation shall not otherwise 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.

22.52 **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.

22.53 **Time Off for UVM Blood Drives.** Employees may donate blood at any time mutually agreed upon with their supervisor and will receive their regular rate of pay for the time off required to make the blood donation. The normal authorized absence for a blood donation is two (2) hours. If more time is needed, it must be approved by the supervisor. Proof of attendance shall not be required.

22.54 **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) may deny such volunteer emergency service if it conflicts with the requirements of employees' service with the University.

22.55 **Winter Break Days.** The University of Vermont typically designates Winter Break days each year and reserves the right to stipulate the terms and conditions associated with those days. Nothing in this Agreement shall be construed to guarantee that Winter Break Days will continue to be designated by the University.

- a. Bargaining unit members required to work on a University-designated Winter Break day during the hours of their regular shift may choose to receive either hour-for-hour alternative time off at a later date, or hour-for-hour straight time pay at their normal rate of pay, instead of alternative time off. Employees who choose the payment option must notify their supervisor within three (3) days of performing the work.
- b. Bargaining unit members required to work on a Winter Break day during hours that are outside their regular shift will receive pay or accrue compensatory time for any such hours at the rate of one-and-a-half (1.5) times the number of hours worked.

Bargaining unit members whose regular work schedule is something other than Monday through Friday, who are not scheduled to work on a University-designated Winter Break day, will receive straight time pay for the number of hours in their regularly-scheduled shift, for up to three (3) days that fall between the Christmas and New Year's Eve holidays, provided that these days fall during a week in which they are in paid status or regularly employed.

Article 23 POST-RETIREMENT BENEFITS

23.1 Contributions to Retirement Savings Plans. Upon completion of the probationary period, the University will contribute 10% per year of an employee's base salary to a retirement savings account, provided the employee 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.

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 G of this Agreement; and those with post-65 coverage will pay the percentage of premium indicated in Appendix 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 H. 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 H.
- 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:

| Service and Age | Retiree's Share | University's Share |
|-----------------|-----------------|--------------------|
| 65 | 50 | 50 |
| 66 | 45 | 55 |
| 67 | 40 | 60 |
| 68 | 35 | 65 |
| 69 | 30 | 70 |
| 70 | 25 | 75 |
| 71 | 20 | 80 |
| 72 | 15 | 85 |
| 73 | 10 | 90 |
| 74 | 5 | 95 |
| 75 | 0 | 100 |

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 G and Appendix H 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.

If the bargaining unit decides to seek entry to a non-UVM retirement plan, the parties agree to meet as soon as possible to discuss the impact. 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 groups A, B, or C may be granted tuition remission for up to 15 credits of course work or thesis research per year for any September 1 through August 31 period, tuition free. Employees in benefit groups D, E, or F may take up to six credits in the one-year period. Employees may use the tuition remission benefit without enrolling in a degree program. Tuition remission is available only to paid employees during active employment and to employees who retire after qualifying for post-retirement benefits.

Tuition shall also be available for job-related classes or professional certification programs that are directly related to the employee's University job, and/or necessary to build skills that will help them succeed in their University job. Any such classes or programs must be approved in advance by the Vice President for Finance and Administration or designee, and funded by the employee's business unit.

- b. 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 exception time or unpaid leave.
- c. The University will pay the comprehensive fee and summer session regular fees associated with courses which receive tuition remission benefits.
- d. To be covered by tuition remission for a given semester, the employee must begin employment before the close of the semester add/drop period.
- e. Tuition remission is available to paid employees during active employment, employees who are receiving Workers' Compensation from an injury sustained while working at UVM, employees who are receiving long-term disability (LTD) and/or social security disability income (SSDI), and to employees who retire after having qualified for University post-retirement benefits as per Article

44, 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.

- f. The University will pay for instate or out-of-state tuition depending upon whether the employees or their 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.
- g. Tuition Reimbursement for Employees Living and Working More Than 40 Miles from the University of Vermont Main Campus. UVM employees who live and work 40 or more miles from The University of Vermont main campus in Burlington may be eligible for tuition reimbursement for courses taken at any of the colleges for which tuition remission is now available to dependent children in the Vermont State College network. These are Northern Vermont University (formerly Johnson State and Lyndon State Colleges), Castleton University, Community College of Vermont, and Vermont Technical College. To qualify for tuition remission, the employee must complete the course. Employees must submit evidence of tuition costs in order to receive payment.

24.2 Dependents

- a. The spouse or civil union partner of an employee who has had at least a year of continuous employment with the University 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 or civil union partner takes the courses for credit.
- b. If an employee in benefit group A, B, or C 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 courses taken or the degree pursued. Remarriage or a new civil union voids this benefit.
- c. Any dependent child of an employee (or former employee who retains the right to tuition remission as per Sections 5 and 15 of this article), 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 subject to the terms contained in this article. To qualify, the dependent must be a full-time undergraduate student enrolled in an undergraduate degree program. 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. be enrolled in 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, unless the maximum course load is modified in accordance with a certified disability accommodation.
 - 3. be a “qualifying child” as defined by the IRS and less than 21 years of age when first commencing an undergraduate degree program, provided that this age limit will be extended by the number of years of any active military service. The otherwise qualified dependent child receiving tuition remission becomes ineligible for tuition remission:
 - once they reach the age of 26 (subject to the extension of eligibility associated with active military service);
 - if the dependent fails to complete the degree program within five (5) consecutive academic years or 140 attempted or paid credit hours, whichever comes first; or
 - if the qualifying employee’s employment with the University terminated before a semester drop/add period ends.

Students who matriculated prior to this agreement shall be eligible for tuition remission until 28 years of age.

- d. In no case will tuition remission be granted:
 - 1. before the first semester of matriculated enrollment;
 - 2. if the dependent child already has a bachelor's degree;
 - 3. for the pursuit of an advanced degree; or
- e. Tuition remission will be withdrawn at the beginning of the semester in which:
 - 1. a student's course load drops below 12 credit hours, unless the maximum course load is modified in accordance with a certified disability accommodation.
 - 2. the employee terminates before the semester add/drop period ends (except those otherwise eligible in sections 5 or 15 of this article).
- f. Tuition remission will be withdrawn at the end of the 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; or
 - 3. the employee terminates after the semester add/drop period (except those otherwise eligible in sections 5 or 15 of this article).
- g. Tuition remission for summer session courses at the University may be granted to dependent children for credits taken to satisfy degree program requirements.
- h. If an employee with three or more years of at least half-time continuous regular service is re-employed by the University in another regular position of half-time service or more within two years of the original separation (except in cases of termination for cause), the one-year waiting period for eligibility of tuition remission for dependent children will be waived.

24.2 Retired/Disabled

- a. Tuition remission as outlined above is granted to: dependent children of employees who are receiving Workers' Compensation from an injury sustained while working at UVM, employees who are receiving long-term disability (LTD) and/or social security disability income (SSDI), or who retire after becoming eligible for retirement benefits; active employees who become permanently disabled or die after having completed four years of continuous service with the University; and employees who are on a University-granted leave for not more than one year.
- b. If an employee becomes disabled or dies after four years of regular continuous employment at the University, they and their 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 for a period of five years after the employee's death. Remarriage or new civil union 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.

If the employee is assigned to a shift that receives shift differential, management may adjust their schedule to accommodate the need for medical treatment related to an injury covered by worker's compensation. Otherwise, employee shall be compensated at their overtime rate for all appointments associated with the work place injury that occur outside of their assigned shift.

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 for all hours paid at their regular rate or overtime rate for time spent at all such exams or visits.

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) Chief Job Steward and two (2) Job Stewards from the University's list of bargaining unit members. The authority of the stewards 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, training, kenneling, veterinary appointments, and as necessary 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 after consultation with a veterinarian.
- 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.

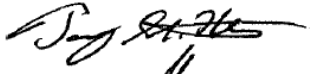

Article 33 UNIVERSITY CLOSURES

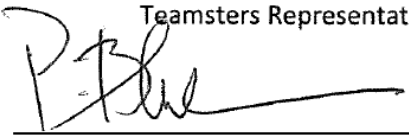
In the event of an official University-wide shut-down because of an emergency, Service Officers who are not sent home or who are directed to report to work shall be paid at a rate of 1.5 times their regular rate of pay for all hours worked, plus the hours for their regularly scheduled shift. Service Officers who do not report to work or who report to work and are sent home shall be paid for their regularly scheduled shift for that day. This provision does not apply to sworn officers or dispatchers.

Article 34 DURATION AND RENEWAL

This Agreement shall continue in full force and effect from the date of final Union ratification until midnight, June 30, 2025, 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.

Teamsters Representative


University Representative

10-5-22
10-5-22

Date
10/5/22

Date

Appendix A Membership Application



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 nonmembers 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 _____ Occupation _____
 (LAST NAME) (FIRST NAME) (MIDDLE INITIAL)
 Street _____ Phone _____
 City _____ State _____ Zip Code _____
 Employer _____ Employment Date _____
 Street _____ Phone _____
 City _____ State _____ Zip Code _____
 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

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT



I, _____ hereby authorize my employer to deduct from my
 (Print Name)
 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 _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

Appendix B Uniform and Appearance Guidelines

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-06, "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).
- m. Body Worn Camera (BWC) and Holder

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 police 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 safety 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)
- d. Employees shall be allowed to display body graphics while on duty for UVM Police, with the exception of tattoos that display the following:
 - (1) Depictions of nudity or violence
 - (2) Sexually explicit or vulgar art, works, phrases, or language
 - (3) Symbols likely to elicit a strong negative reaction in the workplace or in public
 - (4) Illustrations, references, symbols, acronyms, etc. that represent criminal, oppressive, prejudicial, or discriminatory beliefs or organizations
 - (5) Images that depict or are related to political beliefs, political parties, or that represent any of these in a negative light
 - (6) Illustrations, references, symbols, acronyms, etc. that denigrate the United States, the State of Vermont, the University of Vermont, or the University of Vermont Police Department

Employees may not have tattoos on their neck, face, or hands, except for a single band tattoo on one finger. The finger tattoo's width must not exceed 3/8 of an inch.

Management may, in its discretion and following a conversation with the employee, direct an employee to cover any body graphic.

Appendix C Benefit Groups Defined

| Group | Months of Year Worked | Full-Time Equivalency (FTE) |
|------------------|----------------------------------|-----------------------------|
| Full-Time | | |
| Group A | 12 months | 100% |
| Group B | 9, 10, 11 months (academic year) | 100% |
| Group C | 12 months | 75-99% |
| Part-Time | | |
| Group D | 9, 10, 11 months (academic year) | 75-99% |
| Group E | 12 months | 50-74% |
| Group F | 9, 10, 11 months (academic year) | 50-74% |

Appendix D UVM Medical Plan



Vermont Health Partnership (POS) Open Access Plan

\$10 PCP/\$20 Specialist co-payment, \$250 co-payment Inpatient/\$100 Outpatient
Pharmacy: \$100 deductible (retail only), \$5 co-payment/\$20 co-payment/\$40 co-payment

Coverage Period Begins: 01/01/2022

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage For: UVM Plan Type: POS

! The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.bcbsvt.com/vhp_cert. For general definitions of common terms, such as allowed amount, balance billing, co-insurance, co-payment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at <http://www.bcbsvt.com/glossary> or call (800) 255-4550 to request a copy.

| Important Questions | Answers | Why This Matters: |
|---|---|---|
| What is the overall <u>deductible</u> ? | \$0 individual / \$0 family <u>preferred provider</u> . \$500 individual / \$1,000 family <u>non-preferred provider</u> . <u>Co-insurance</u> and <u>co-payments</u> do not apply to the <u>deductible</u> . Preferred services do not apply to the non-preferred <u>deductible</u> . | See the Common Medical Events chart below for your costs for services this <u>plan</u> covers. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . Your <u>plan</u> year: 01/01/2022 through 12/31/2022. |
| Are there services covered before you meet your <u>deductible</u> ? | Yes, non-preferred preventive mammography screenings and <u>prescription drugs</u> | This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>co-payment</u> or <u>co-insurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other <u>deductibles</u> for specific services? | Yes. \$100 individual / \$300 family <u>durable medical equipment</u> and supplies <u>deductible</u> . \$100 individual / \$300 family prescription drug (retail only) <u>deductible</u> . | You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services. |
| What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? | \$2,500 individual / \$5,000 family <u>preferred provider</u> . \$2,500 individual / \$5,000 family <u>non-preferred provider</u> . The out-of-pocket for preferred and non-preferred providers is separate. <u>Prescription drugs</u> : \$1,300 individual / \$2,600 family. | The <u>out-of-pocket limit</u> is the most you could pay in a <u>plan</u> year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own out-of-pocket limits until the overall family <u>out-of-pocket limit</u> has been met. |
| What is not included in the <u>out-of-pocket limit</u> ? | Premiums, <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover. | Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> . |
| Will you pay less if you use a <u>network provider</u> ? | Yes. See www.bcbsvt.com/findadoctor or call (800) 255-4550 for a list of <u>network</u> providers. | This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. |
| Do you need a <u>referral</u> to see a <u>specialist</u> ? | No. | You can see the <u>specialist</u> you choose without a <u>referral</u> . |

*Deductible applies to these services.

SNO/BNP: 1025971/

Page 1 of 6



Vermont Health Partnership (POS) Open Access Plan

\$10 PCP/\$20 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 You Pay for Covered Services

Coverage Period Begins: 01/01/2022

Coverage For: UVM Plan Type: POS



All [co-payment](#) and [co-insurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions & Other Important Information |
|--|--|---|---|---|
| | | Preferred Provider (You will pay the least) | Non-Preferred Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$10 co-payment per visit for primary care physician ; no charge for mental health / substance abuse | 30% co-insurance * for primary care physician ; no charge for mental health / substance abuse | Some services require prior approval . For clarification on mental health services visit www.bcbsvt.com/mental-health-primary-care . |
| | Specialist visit | \$20 co-payment per visit | 30% co-insurance * | Some services require prior approval . |
| | Other practitioner office visit | \$20 co-payment per visit for acupuncture, chiropractic care, nutritional counseling, outpatient physical, speech, and occupational therapy | 30% co-insurance * for acupuncture, outpatient physical, speech, and occupational therapy; chiropractic care and nutritional counseling not covered | Some services require prior approval . Nutritional counseling benefits are covered up to 3 visits. There is no limit on the number of nutritional counseling visits for treatment of diabetes. |
| | Preventive care/Screening/Immunization | No charge | 30% co-insurance * | You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. For clarification on preventive services visit www.bcbsvt.com/preventive . |
| If you have a test | Diagnostic test (x-ray, blood work) | No charge for office-based and outpatient hospital | 30% co-insurance * for office-based and outpatient hospital | Some services require prior approval . |
| | Imaging (CT/PET scans, MRIs) | No charge | 30% co-insurance * | Most services require prior approval . |

*Deductible applies to these services.

SNO/BPN: 1025971/

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Vermont Health Partnership (POS) Open Access Plan

\$10 PCP/\$20 Specialist co-payment, \$250 co-payment Inpatient/\$100 Outpatient
Pharmacy: \$100 deductible (retail only), \$5 co-payment/\$20 co-payment/\$40 co-payment

Coverage Period Begins: 01/01/2022

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

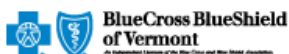
Coverage For: UVM Plan Type: POS

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions & Other Important Information |
|---|--|---|---|--|
| | | Preferred Provider (You will pay the least) | Non-Preferred Provider (You will pay the most) | |
| If you need drugs to treat your illness or condition. More information about prescription drug coverage is at www.bcbsvt.com/rxcenter . This plan follows the National Performance Formulary (NPF). | Generic drugs | \$100 deductible , then \$5 co-payment / \$10 co-payment | Not covered | Up to a 30-day supply retail / 90-day supply home delivery for most prescription drugs . Some prescriptions require prior approval . |
| | Preferred brand drugs | \$100 deductible , then \$20 co-payment / \$40 co-payment | Not covered | Up to a 30-day supply retail / 90-day supply home delivery for most prescription drugs . Some prescriptions require prior approval . |
| | Non-preferred brand drugs | \$100 deductible , then \$40 co-payment / \$80 co-payment | Not covered | Up to a 30-day supply retail / 90-day supply home delivery for most prescription drugs . Some prescriptions require prior approval . |
| | Wellness drugs | Wellness prescription drugs process the same as any other prescription. | Not covered | Up to a 30-day supply retail / 90-day supply home delivery for most prescription drugs . Some prescriptions require prior approval . |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | \$100 co-payment per visit | 30% co-insurance * | Some services require prior approval . |
| | Physician/surgeon fees | No charge | 30% co-insurance * | Some services require prior approval . |
| If you need immediate medical attention | Emergency room care | \$50 co-payment per visit for facility services; no charge for physician services | \$50 co-payment per visit for facility services; no charge for physician services | Must meet emergency criteria. Co-payment waived if admitted. |
| | Emergency medical transportation | \$50 co-payment per member per day | \$50 co-payment per member per day | Must meet emergency criteria. |
| | Urgent care | \$20 co-payment per visit | \$20 co-payment per visit | Applies to urgent care facilities. |
| If you have a hospital stay | Facility fee (e.g., hospital room) | \$250 co-payment per admission (limited to three co-payments per family) | 30% co-insurance * | Out-of-state inpatient care requires prior approval . |
| | Physician/surgeon fees | No charge | 30% co-insurance * | Some services require prior approval . |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services | No charge | 30% co-insurance * | Some services require prior approval . |
| | Inpatient services | No charge | 30% co-insurance * | Includes facility and physician fees. Requires prior approval . |

*Deductible applies to these services.

SNO/BPN: 1025971/

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Vermont Health Partnership (POS) Open Access Plan

\$10 PCP/\$20 Specialist co-payment, \$250 co-payment Inpatient/\$100 Outpatient
Pharmacy: \$100 deductible (retail only), \$5 co-payment/\$20 co-payment/\$40 co-payment

Coverage Period Begins: 01/01/2022

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services

Coverage For: UVM Plan Type: POS

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions & Other Important Information |
|--|--|--|--|---|
| | | Preferred Provider (You will pay the least) | Non-Preferred Provider (You will pay the most) | |
| If you are pregnant | Office Visits | \$10 co-payment (one co-payment covers all maternity office visits by one network provider) | 30% co-insurance * | Cost sharing does not apply for preventive services . Depending on the type of services, a co-payment may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.). For a list of services visit www.bcbsvt.com/preventive . |
| | Childbirth/delivery professional services | No charge | 30% co-insurance * | Out-of-state inpatient care requires prior approval . |
| | Childbirth/delivery facility services | \$250 co-payment per admission (limited to three co-payments per family) | 30% co-insurance * | Out-of-state inpatient care requires prior approval . |
| If you need help recovering or have other special health needs | Home health care | No charge home health care ; \$20 co-payment per visit private duty nursing | 30% co-insurance * | Home infusion therapy requires prior approval . |
| | Rehabilitation services | \$250 co-payment per visit (limited to three co-payments per family); no charge cardiac / pulmonary services | Not covered | Inpatient rehabilitation services require prior approval . |
| | Habilitation services | \$250 co-payment per admission (limited to three co-payments per family) | Not covered | Requires prior approval . |
| | Skilled nursing care (facility) | \$250 co-payment per admission (limited to three co-payments per family) | Not covered | Requires prior approval . |
| | Durable medical equipment (including supplies) | \$100 individual/\$300 family deductible , then 20% co-insurance | Not covered | May require prior approval . |
| | Hospice | No charge | 30% co-insurance * | None |
| If your child needs dental or eye care | Eye exam | \$20 co-payment per child exam; \$20 co-payment per adult exam | We pay up to our allowed price less your \$20 co-payment | One routine exam per calendar year. |
| | Glasses | Not covered | Not covered | None |
| | Dental check-up | Not covered | Not covered | None |

*Deductible applies to these services.

SNO/BPN: 1025971/

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Vermont Health Partnership (POS) Open Access Plan

\$10 PCP/\$20 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 You Pay for Covered Services

Coverage Period Begins: 01/01/2022

Coverage For: UVM Plan Type: POS

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

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

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Acupuncture (covered up to 12 visits per plan year)
- Infertility Medications
- Routine eye care (one routine eye exam per child and adult member per calendar year)
- 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)

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at (866) 444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services at (877) 267-2323 x61565 or www.cciio.cms.gov. You may also contact the [plan](#) at (800) 247-2583. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call (800) 318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: (800) 255-4550.

Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes plans, [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium](#) tax credit.

Does this plan meet the Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium](#) tax credit to help you pay for a [plan](#) through the [Marketplace](#).

—————To see examples of how this plan might cover costs for a sample medical situation, see the next page.—————

Template Name: MedGroup-2-Network-012022

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**BlueCross BlueShield
of Vermont**
An Equal Opportunity Employer and Blue Cross and Blue Shield Association

Vermont Health Partnership (POS) Open Access Plan

\$10 PCP/\$20 Specialist co-payment, \$250 co-payment Inpatient/\$100 Outpatient
Pharmacy: \$100 deductible (retail only), \$5 co-payment/\$20 co-payment/\$40 co-payment

Coverage Period Begins: 01/01/2022

Coverage For: UVM Plan Type: POS

Coverage Examples

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [co-payments](#) and [co-insurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

| Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery) | | Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition) | | Mia's Simple Fracture (in-network emergency room visit and follow up care) | |
|--|-----------------|--|----------------|--|----------------|
| ■ The plan's overall deductible | \$0 | ■ The plan's overall deductible | \$0 | ■ The plan's overall deductible | \$0 |
| ■ Specialist co-payment | \$20 | ■ Specialist co-payment | \$20 | ■ Specialist co-payment | \$20 |
| ■ Hospital (facility) co-payment | \$250 | ■ Hospital (facility) co-payment | \$250 | ■ Hospital (facility) co-payment | \$250 |
| ■ Other co-payment | \$250 | ■ Other co-payment | \$250 | ■ Other co-payment | \$250 |
| This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>) | | This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>) | | This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>) | |
| Total Example Cost | \$12,700 | Total Example Cost | \$5,600 | Total Example Cost | \$2,800 |
| In this example, Peg would pay: | | In this example, Joe would pay: | | In this example, Mia would pay: | |
| <i>Cost Sharing</i> | | <i>Cost Sharing</i> | | <i>Cost Sharing</i> | |
| Deductibles* | \$10 | Deductibles* | \$200 | Deductibles* | \$110 |
| Co-payments | \$260 | Co-payments | \$500 | Co-payments | \$230 |
| Co-insurance | \$0 | Co-insurance | \$140 | Co-insurance | \$30 |
| <i>What isn't covered</i> | | <i>What isn't covered</i> | | <i>What isn't covered</i> | |
| Limits or exclusions | \$50 | Limits or exclusions | \$20 | Limits or exclusions | \$0 |
| The total Peg would pay is | \$320 | The total Joe would pay is | \$860 | The total Mia would pay is | \$370 |

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

The prescription drug [out-of-pocket limit](#) might not be included in the above Coverage Examples.

*Note: This plan has other deductibles for specific services included in the coverage example. See "Are there other deductible for specific services?" row above.

Custom Summary Name: BCBS-POS-x-2500-x-x-10-20-50-50-250-100-ACA-LARG (MD46580)_BCBS-Rx-100-1300-x-5-20-40-2-x-P(RX48964)_Coverage-012022-12312022 (C44068)_Acup ACA(RD13542)_BER ACA(RD16648)_NPF(RD3916 National Performance Formulary, wBERACA, WAcupunctureACA CY 1025971

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NOTICE: Discrimination is Against the Law

Blue Cross and Blue Shield of Vermont (BCBSVT) and its affiliate The Vermont Health Plan (TVHP) comply with applicable federal and state civil rights laws and do not discriminate, exclude people or treat them differently on the basis of race, color, national origin, age, disability, gender identity or sex.

BCBSVT provides free aids and services to people with disabilities to communicate effectively with us. We provide, for example, qualified sign language interpreters and written information in other formats (e.g., large print, audio or accessible electronic format).

BCBSVT provides free language services to people whose primary language is not English. We provide, for example, qualified interpreters and information written in other languages.

If you need these services, please call (800) 247-2583. If you would like to file a grievance because you believe that BCBSVT has failed to provide services or discriminated on the basis of race, color, national origin, age, disability, gender identity or sex, contact:

Civil Rights Coordinator
Blue Cross and Blue Shield of Vermont
PO Box 186
Montpelier, VT 05601
(802) 371-3394
TDD/TTY: (800) 535-2227
civilrightscoordinator@bcbsvt.com

You can file a grievance by mail, or email at the contacts above. If you need assistance, our civil rights coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
(800) 368-1019
(800) 537-7697 (TDD)

Complaint forms are available at www.hhs.gov/ocr/office/file/index.html.



For free language-assistance services, call (800) 247-2583.

ARABIC

للحصول على خدمات المساعدة
اللغوية المجانية، اتصل على الرقم
(800) 247-2583.

SPANISH

Para servicios gratuitos de
asistencia con el idioma,
llame al (800) 247-2583.

FRENCH

Pour obtenir des services
d'assistance linguistique gratuits,
appelez le (800) 247-2583.

ITALIAN

Per i servizi gratuiti di
assistenza linguistica, chiamare
il numero (800) 247-2583.

JAPANESE

無料の通訳サービス
のご利用は、(800) 247-2583
までお電話ください。

NEPALI

निःशुल्क भाषा सहायता
सेवाहरूका लागि, (800) 247-2583
मा कल गर्नुहोस्।

PORTUGUESE

Para serviços gratuitos de
assistência linguística, ligue
para o (800) 247-2583.

RUSSIAN

Чтобы получить бесплатные
услуги переводчика,
позвоните по телефону
(800) 247-2583.

SERBO-CROATIAN (SERBIAN)

Za besplatnu uslugu prevodenja,
pozovite na broj (800) 247-2583.

THAI

สำหรับการให้บริการความ
ช่วยเหลือด้านภาษาฟรี
โทร (800) 247-2583

TAGALOG

Para sa libreng mga serbisyo
ng tulong pangwika, tumawag
sa (800) 247-2583.

VIETNAMESE

Để biết các dịch vụ hỗ trợ
ngôn ngữ miễn phí, hãy
gọi số (800) 247-2583.

CHINESE

如需免費語言協
助服務，請致電
(800) 247-2583。

CUSHITE (OROMO)

Tajaajjila gargaarsa afaan hiikuu
kaffaltii malee argachuuf
(800) 247-2583 bilbilaa.

Appendix E Outline of Dental Coverage



University of Vermont (Updated for 1/1/22)

This Outline of Coverage provides a very brief description of the important features of your policy. This is not the insurance contract, and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you READ YOUR POLICY CAREFULLY! Not all time limitations and exclusions are shown herein. Benefit percentages shown are based on the actual charges submitted up to the Maximum Allowable Charge for participating dentists, or Delta Dental's allowance for non-participating dentists.

| Outline of Coverage Delta Dental PPO plus Premier Network | | Base Plan | High Option |
|---|--|----------------------------------|--|
| Coverage A | DIAGNOSTIC: • Evaluations - 2 per Calendar Year • X-Rays - complete series or panoramic once in a 3-year period • Bitewing x-rays once each Calendar Year PREVENTIVE: • Cleanings - 2 per Calendar Year • Periodontal Maintenance Cleaning - 2 per Calendar Year. <i>Note: Two cleanings of either type (routine and/or periodontal) are covered per year, or If medically necessary, up to four total.</i> • Fluoride treatment twice per Calendar Year to age 19 • Space maintainers to age 16 • Sealant application to permanent molars, once in a lifetime per tooth, for children to age 15 EMERGENCY PALLIATIVE TREATMENT APPLIANCES TO CONTROL HARMFUL HABITS | 100% | 100% |
| Coverage B | • X-Rays of individual teeth RESTORATIVE: • Amalgam fillings & Composite fillings* (anterior teeth only) ORAL SURGERY: • Surgical & routine extractions; certain other surgical procedures ENDODONTICS: Root canal therapy PERIODONTICS: Treatment of gum disease CROWNS and repairs to Crowns, Dentures, and Bridges ONLAYS DIAGNOSTIC CASTS | 80% | 80% *Composite fillings are covered on all teeth |
| Coverage C | PROSTHODONTICS: • Removable and fixed partial dentures (bridge) • Complete dentures • Denture rebase and relines, and denture adjustments • Tissue Conditioning • Implants | 50% | 60% |
| Coverage D | ORTHODONTICS: Correction of crooked teeth for children for adults and children | 50% | 50% |
| Calendar Year Maximum for services in Coverages A, B, & C (excluding ortho) Health through Oral Wellness ® program included (please see reverse for details) | | \$750 | \$2,000 |
| Lifetime Orthodontic Maximum (per person) | | \$500 | \$1,500 |
| Calendar Year Deductible: \$25 per person/ \$75 per family | | Applies to Coverages A, B, C & D | Does <u>Not</u> Apply to Coverage A. Applies only to Coverages B, C, & D |

Please Note:

- The plan selection may not be changed until the next open enrollment.
- The plan selection must be the same for both employee and dependent
- Services that are covered under your Medical plan are not covered benefits under your Delta Dental plan.

Delta Dental PPO plus Premier Network

You will get the best value from your Delta Dental Plan when you receive your dental care from one of our PPO (greatest savings) or Premier network participating dentists:

- No Balance Billing: Because participating dentists accept Northeast Delta Dental's allowed fees for services, you will typically pay less when you visit a participating dentist.
- No Claims Paperwork: Participating dentists will prepare and submit claims for you.
- Direct Payment: Northeast Delta Dental pays participating dentists 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 participates in our PPO or Premier network, you can: call your dentist, visit our website at nedelta.com, or call Customer Service at 1-800-832-5700.

Claim Process for Participating Dentists

Your participating dentist will submit your claim to Northeast Delta Dental (claims for any of your covered dependents should be submitted under your Subscriber ID number). Northeast Delta Dental will produce an Explanation of Benefits (available through our Benefit Lookup site at nedelta.com) detailing what has been processed under your plan's coverage. You are responsible to pay any outstanding balance directly to the dentist.

Non-Participating Dentists

If you visit a non-participating dentist, you may be required to submit your own claim and pay for services at the time they are provided. Claim forms are available by calling Northeast Delta Dental or visiting nedelta.com. Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of such assignment. Payment for treatment performed by a non-participating dentist will be limited to the lesser of the dentist's actual submitted charge or Delta Dental's allowance for non-participating dentists in the geographic area in which services are provided. It is your responsibility to make full payment to the dentist.

Predetermination of Benefits

Northeast Delta Dental recommends that you ask your dentist to submit a *pre-treatment estimate* for any dental work involving costly or extensive treatment plans. Predeterminations helps avoid any potential confusion and enable us to help you estimate any out-of-pocket expenses you may incur.

Coordination of Benefits

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

Identification Cards

Two identification cards will be produced and distributed shortly after your initial enrollment. Both cards are issued in your name but can be used by any family member covered under your plan. Any future cards will be issued electronically via our Benefit Lookup site accessible through nedelta.com. You can also use our smartphone app and enjoy access to dentist search, claims and coverage, and your ID card.

Health through Oral WellnessSM (HOW)

A healthy mouth is part of a healthy life, and Northeast Delta Dental's Innovative Health through Oral Wellness program [HOW] works with your dental benefits to help you achieve and maintain better oral wellness. HOW is all about YOU because it's based on your specific oral health risk and needs. Best of all, it's secure, confidential, and easy to do. Here's how to get started:



1. REGISTER

Go to www.healththroughoralwellness.com and click on "Register Now"

2. KNOW YOUR SCORE

After you register, please take the free oral health risk assessment by clicking on "Free Assessment" in the Know Your Score section of the website

3. SHARE YOUR SCORE WITH YOUR DENTIST

The next step is to share your results with your dentist at your next dental visit your dentist can discuss your results with you and perform a clinical version of the assessment. Based on your risk, you may be eligible for additional preventive benefits*

**Additional preventive benefits are subject to the provisions of your Northeast Delta Dental policy.*

Dental Plan Description Booklet

Your Dental Plan Description booklet describes your dental benefits and explains how to use them. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental plan.

Who is Eligible

All eligible employees and their dependents, defined as:
Spouse or Civil Union partner;
Dependent children to age 26;
Incapacitated dependent children, regardless of age.

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

Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or 603-223-1011 or email customerservice@nedelta.com. 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.

Renewability

Your plan will automatically renew for a new twelve (12) month Plan Year if the premium continues to be paid. Premiums are subject to change annually in accordance with advance notice. You or Northeast Delta Dental may choose not to renew this plan upon advance notice. The plan will not be renewed if this dental program is no longer available.

THIS INFORMATION SHOULD BE USED ONLY AS A GUIDELINE. FOR DETAILED INFORMATION ON THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS, PLEASE REFER TO THE APPROPRIATE DENTAL PLAN DESCRIPTION.

Appendix F Flexible Spending Accounts

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 prescriptions, deductibles, copayments, glasses, contact lenses, and certain other medical and dental expenses. Many over the counter medications and medical supplies which were formerly reimbursable are now only 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 \$2,850 in the Medical Flexible Spending Account. The allowable contribution may be increased annually based on a cost of living adjustment. The University will continue to allow individuals to set aside the full amount allowed by the IRS in both the Medical Flexible Spending Account and the Dependent Care Account. 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 \$570 of unclaimed medical reimbursement funds in the Flexible Medical Spending Account into a new account for the next calendar year. Any amount over \$570 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 Account 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 G Post-Retirement Medical Benefits, Pre-Age 65

Percentage of Premiums

| Salary at Retirement | Individual's Share of Premiums |
|----------------------|--------------------------------|
| Less than \$90,000 | 20% |
| \$90,000 – 99,999 | 22% |
| \$100,000 – 109,999 | 24% |
| \$110,000 – 119,999 | 26% |
| \$120,000-129,999 | 27% |
| \$130,000-139,999 | 28% |
| \$140,000-149,999 | 29% |
| \$150,000 + | 30% |

Appendix H 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)**

| Final Average Salary | 15 Years | 16 Years | 17 Years | 18 Years | 19 Years | 20 Years | 21 Years | 22 Years | 23 Years | 24 Years | 25 Years | 26 Years | 27 Years | 28 Years | 29 Years | 30 Years & More |
|-----------------------------|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------------------|
| \$20,000-29,999 | 14% | 14% | 13% | 13% | 12% | 12% | 11% | 11% | 10% | 10% | 9% | 9% | 8% | 8% | 7% | 7% |
| \$30,000-39,999 | 20% | 20% | 19% | 18% | 17% | 16% | 15% | 14% | 13% | 13% | 12% | 12% | 11% | 11% | 10% | 10% |
| \$40,000-49,999 | 26% | 25% | 24% | 23% | 22% | 21% | 20% | 19% | 18% | 18% | 17% | 17% | 16% | 15% | 14% | 13% |
| \$50,000-59,999 | 29% | 28% | 26% | 25% | 24% | 23% | 21% | 20% | 20% | 19% | 18% | 17% | 17% | 16% | 16% | 14% |
| \$60,000-69,999 | 32% | 31% | 30% | 29% | 28% | 27% | 26% | 25% | 24% | 23% | 22% | 21% | 20% | 19% | 18% | 17% |
| \$70,000-79,999 | 35% | 34% | 33% | 32% | 31% | 30% | 30% | 29% | 27% | 26% | 25% | 24% | 23% | 22% | 21% | 20% |
| \$80,000-89,999 | 40% | 39% | 38% | 36% | 35% | 33% | 32% | 31% | 30% | 29% | 27% | 26% | 25% | 24% | 23% | 22% |
| \$90,000-99,999 | 43% | 42% | 40% | 38% | 37% | 36% | 35% | 34% | 32% | 31% | 29% | 28% | 27% | 26% | 26% | 25% |
| \$100,000-109,999 | 46% | 45% | 44% | 42% | 40% | 38% | 37% | 36% | 34% | 33% | 32% | 31% | 30% | 29% | 28% | 27% |
| \$110,000-119,999 | 49% | 47% | 45% | 43% | 42% | 41% | 40% | 39% | 37% | 36% | 35% | 34% | 33% | 31% | 30% | 29% |
| \$120,000-129,999 | 50% | 49% | 48% | 47% | 46% | 44% | 43% | 42% | 40% | 39% | 37% | 36% | 35% | 34% | 33% | 32% |
| \$130,000-139,999 | 60% | 60% | 59% | 58% | 58% | 57% | 55% | 53% | 50% | 48% | 45% | 44% | 43% | 42% | 40% | 38% |
| \$140,000-149,999 | 60% | 60% | 60% | 60% | 60% | 58% | 58% | 56% | 53% | 50% | 48% | 47% | 45% | 44% | 43% | 41% |
| \$150,000-159,999 | 60% | 60% | 60% | 60% | 60% | 60% | 59% | 57% | 55% | 53% | 52% | 50% | 48% | 46% | 45% | 44% |
| \$160,000-169,999 | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 59% | 58% | 57% | 56% | 55% | 53% | 51% | 49% | 47% |
| \$170,000-179,999 | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 59% | 58% | 58% | 56% | 54% | 53% | 52% | 50% |
| \$180,000-189,999 | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 58% | 56% | 55% | 54% | 53% |
| \$190,000-199,000 | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 60% | 59% | 58% | 57% | 57% | 56% |
| \$200,000 and up | 60% regardless of years of service | | | | | | | | | | | | | | | |

APPENDIX I Sworn Officer & Dispatcher Pay Plan
(2% COLA increase in FY24 and FY25 and 1.5% annual step increase)

| | | | | | | | | | | | | | | |
|-----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Step Increase Amounts | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 | 1.015 |
|-----------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|

ANNUAL WAGE

FY23

| Step Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|----------------|-----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|
| Sergeant | \$84,000 | \$85,260.00 | \$86,538.90 | \$87,836.98 | \$89,154.54 | \$90,491.86 | \$91,849.23 | \$93,226.97 | \$94,625.38 | \$96,044.76 | \$97,485.43 | \$98,947.71 | \$100,431.93 | \$101,938.41 | \$103,467.48 |
| Corporal | | | | \$62,608.00 | \$63,544.00 | \$64,480.00 | \$65,436.80 | \$66,435.20 | \$67,433.60 | \$68,432.00 | \$69,451.20 | \$70,512.00 | \$71,552.00 | \$72,654.40 | \$73,715.20 |
| Police Officer | \$57,000 | \$57,855.00 | \$58,722.83 | \$59,603.67 | \$60,497.72 | \$61,405.19 | \$62,326.27 | \$63,261.16 | \$64,210.08 | \$65,173.23 | \$66,150.83 | \$67,143.09 | \$68,150.24 | \$69,172.49 | \$70,210.08 |
| Sr. Dispatcher | | | | \$51,625.60 | \$52,374.40 | \$53,164.80 | \$53,976.00 | \$54,787.20 | \$55,598.40 | \$56,451.20 | \$57,283.20 | \$58,156.80 | \$59,030.40 | \$59,904.00 | \$60,798.40 |
| Dispatcher | \$47,000 | \$47,705.00 | \$48,420.58 | \$49,146.88 | \$49,884.09 | \$50,632.35 | \$51,391.83 | \$52,162.71 | \$52,945.15 | \$53,739.33 | \$54,545.42 | \$55,363.60 | \$56,194.05 | \$57,036.96 | \$57,892.52 |

FY24

| Step Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
| Sergeant | \$85,680.00 | \$86,965.20 | \$88,269.68 | \$89,593.72 | \$90,937.63 | \$92,301.69 | \$93,686.22 | \$95,091.51 | \$96,517.88 | \$97,965.65 | \$99,435.14 | \$100,926.66 | \$102,440.56 | \$103,977.17 | \$105,536.83 |
| Corporal | | | | \$63,856.00 | \$64,812.80 | \$65,769.60 | \$66,747.20 | \$67,766.40 | \$68,785.60 | \$69,804.80 | \$70,865.60 | \$71,926.40 | \$73,008.00 | \$74,089.60 | \$75,212.80 |
| Police Officer | \$58,140.00 | \$59,012.10 | \$59,897.28 | \$60,795.74 | \$61,707.68 | \$62,633.29 | \$63,572.79 | \$64,526.38 | \$65,494.28 | \$66,476.69 | \$67,473.84 | \$68,485.95 | \$69,513.24 | \$70,555.94 | \$71,614.28 |
| Sr. Dispatcher | | | | \$52,644.80 | \$53,435.20 | \$54,246.40 | \$55,036.80 | \$55,868.80 | \$56,700.80 | \$57,553.60 | \$58,427.20 | \$59,300.80 | \$60,195.20 | \$61,089.60 | \$62,004.80 |
| Dispatcher | \$47,940.00 | \$48,659.10 | \$49,388.99 | \$50,129.82 | \$50,881.77 | \$51,645.00 | \$52,419.67 | \$53,205.97 | \$54,004.05 | \$54,814.12 | \$55,636.33 | \$56,470.87 | \$57,317.94 | \$58,177.70 | \$59,050.37 |

FY25

| Step Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Sergeant | \$87,393.60 | \$88,704.50 | \$90,035.07 | \$91,385.60 | \$92,756.38 | \$94,147.73 | \$95,559.94 | \$96,993.34 | \$98,448.24 | \$99,924.97 | \$101,423.84 | \$102,945.20 | \$104,489.38 | \$106,056.72 | \$107,647.57 |
| Corporal | | | | \$65,124.80 | \$66,102.40 | \$67,080.00 | \$68,099.20 | \$69,118.40 | \$70,158.40 | \$71,198.40 | \$72,280.00 | \$73,340.80 | \$74,464.00 | \$75,566.40 | \$76,710.40 |
| Police Officer | \$59,302.80 | \$60,192.34 | \$61,095.23 | \$62,011.66 | \$62,941.83 | \$63,885.96 | \$64,844.25 | \$65,816.91 | \$66,804.16 | \$67,806.23 | \$68,823.32 | \$69,855.67 | \$70,903.51 | \$71,967.06 | \$73,046.56 |
| Sr. Dispatcher | | | | \$53,684.80 | \$54,496.00 | \$55,328.00 | \$56,160.00 | \$56,992.00 | \$57,844.80 | \$58,718.40 | \$59,592.00 | \$60,486.40 | \$61,401.60 | \$62,316.80 | \$63,252.80 |
| Dispatcher | \$48,898.80 | \$49,632.28 | \$50,376.77 | \$51,132.42 | \$51,899.40 | \$52,677.90 | \$53,468.06 | \$54,270.08 | \$55,084.14 | \$55,910.40 | \$56,749.05 | \$57,600.29 | \$58,464.29 | \$59,341.26 | \$60,231.38 |

HOURLY WAGE

FY23

| Step Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Sergeant | \$40.38 | \$40.99 | \$41.61 | \$42.23 | \$42.86 | \$43.51 | \$44.16 | \$44.82 | \$45.49 | \$46.18 | \$46.87 | \$47.57 | \$48.28 | \$49.01 | \$49.74 |
| Corporal | | | | \$30.10 | \$30.55 | \$31.00 | \$31.46 | \$31.94 | \$32.42 | \$32.90 | \$33.39 | \$33.90 | \$34.40 | \$34.93 | \$35.44 |
| Officer | \$27.40 | \$27.81 | \$28.23 | \$28.66 | \$29.09 | \$29.52 | \$29.96 | \$30.41 | \$30.87 | \$31.33 | \$31.80 | \$32.28 | \$32.76 | \$33.26 | \$33.75 |
| Sr. Dispatcher | | | | \$24.82 | \$25.18 | \$25.56 | \$25.95 | \$26.34 | \$26.73 | \$27.14 | \$27.54 | \$27.96 | \$28.38 | \$28.80 | \$29.23 |
| Dispatcher | \$22.60 | \$22.94 | \$23.28 | \$23.63 | \$23.98 | \$24.34 | \$24.71 | \$25.08 | \$25.45 | \$25.84 | \$26.22 | \$26.62 | \$27.02 | \$27.42 | \$27.83 |

FY24

| Step Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Sergeant | \$41.19 | \$41.81 | \$42.44 | \$43.07 | \$43.72 | \$44.38 | \$45.04 | \$45.72 | \$46.40 | \$47.10 | \$47.81 | \$48.52 | \$49.25 | \$49.99 | \$50.74 |
| Corporal | | | | \$30.70 | \$31.16 | \$31.62 | \$32.09 | \$32.58 | \$33.07 | \$33.56 | \$34.07 | \$34.58 | \$35.10 | \$35.62 | \$36.16 |
| Officer | \$27.95 | \$28.37 | \$28.80 | \$29.23 | \$29.67 | \$30.11 | \$30.56 | \$31.02 | \$31.49 | \$31.96 | \$32.44 | \$32.93 | \$33.42 | \$33.92 | \$34.43 |
| Sr. Dispatcher | | | | \$25.31 | \$25.69 | \$26.08 | \$26.46 | \$26.86 | \$27.26 | \$27.67 | \$28.09 | \$28.51 | \$28.94 | \$29.37 | \$29.81 |
| Dispatcher | \$23.05 | \$23.39 | \$23.74 | \$24.10 | \$24.46 | \$24.83 | \$25.20 | \$25.58 | \$25.96 | \$26.35 | \$26.75 | \$27.15 | \$27.56 | \$27.97 | \$28.39 |

FY25

| Step Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Sergeant | \$42.02 | \$42.65 | \$43.29 | \$43.94 | \$44.59 | \$45.26 | \$45.94 | \$46.63 | \$47.33 | \$48.04 | \$48.76 | \$49.49 | \$50.24 | \$50.99 | \$51.75 |
| Corporal | | | | \$31.31 | \$31.78 | \$32.25 | \$32.74 | \$33.23 | \$33.73 | \$34.23 | \$34.75 | \$35.26 | \$35.80 | \$36.33 | \$36.88 |
| Officer | \$28.51 | \$28.94 | \$29.37 | \$29.81 | \$30.26 | \$30.71 | \$31.18 | \$31.64 | \$32.12 | \$32.60 | \$33.09 | \$33.58 | \$34.09 | \$34.60 | \$35.12 |
| Sr. Dispatcher | | | | \$25.81 | \$26.20 | \$26.60 | \$27.00 | \$27.40 | \$27.81 | \$28.23 | \$28.65 | \$29.08 | \$29.52 | \$29.96 | \$30.41 |
| Dispatcher | \$23.51 | \$23.86 | \$24.22 | \$24.58 | \$24.95 | \$25.33 | \$25.71 | \$26.09 | \$26.48 | \$26.88 | \$27.28 | \$27.69 | \$28.11 | \$28.53 | \$28.96 |

APPENDIX J Domestic Partner Attestation



The University of Vermont

Human Resource Services
hrrinfo@uvm.edu
802-656-3150

Section I. Domestic Partner Attestation

You must complete this attestation form to be submitted with the BCBS enrollment form to add a domestic partner to University of Vermont's medical insurance plan.

Employee ID (7-digits) _____

I, _____ (name of employee) swear that I and _____ (print name of domestic partner) are domestic partners and we certify that we meet all of the following criteria:

1. We are each other's sole domestic partner and have been in an exclusive and enduring domestic relationship, while sharing a residence, for not less than six consecutive months prior to the submission of this application.
2. We are both eighteen years of age or older.
3. Neither one of us is legally married to anyone.
4. We are not related by blood closer than would bar marriage under Vermont State law.
5. We are both competent to enter into a legally binding contract.
6. We have agreed between ourselves to be responsible for each other's welfare.

Further, I agree to notify the University of Vermont's Department of Human Resources within 30 calendar days after termination of this domestic partnership.

I understand that I may be required to produce documentary evidence to support this application.

I understand that this application and the information contained in it will be maintained by the University of Vermont as a confidential personal document, and shall not be disclosed in the absence of my written consent except as necessary to provide and administer benefits coverage or otherwise as required by law.

I understand that if my domestic partner does not qualify as my dependent under Section 152 of the Internal Revenue Code, the cost of providing coverage for them will be considered taxable income to me as an employee and subject to tax withholding, and premium payments related to my domestic partner will be deducted from my paycheck on an after-tax basis.

In addition, I understand that if I terminate employment with the University and/or should my relationship with my domestic partner end, my (former) domestic partner may not be eligible for COBRA Continuation Coverage.

Confidentiality

The application for benefits associated with this attestation shall be submitted directly to the Human Resource Services at the University of Vermont and shall contain the following statement: "I understand that this application and the information contained in it will be maintained by the University as a confidential personal document, and shall not be disclosed in the absence of the employee's written consent except as necessary to provide and administer benefits coverage or otherwise as required by law."

Tax Status Criteria: I understand that my employer has a legitimate need to know the federal income tax status of my relationship. I understand that if a domestic partner does not qualify as my dependent under Section 152 of the Internal Revenue Code, the employer premium cost contribution will be considered taxable income to me as an employee and subject to tax withholding. Additionally, employee paid premium payments related to my domestic partner will be deducted from my paycheck on an after-tax basis.

Check one of the following boxes. Since the above is a summary of complex tax rules, we recommend you consult with your tax advisor regarding your specific circumstances.

☐ Yes, my domestic partner is reasonably expected to be my tax dependent pursuant to the Internal Revenue Code for the 20____ calendar year.

☐ No, my domestic partner is not expected to be my tax dependent pursuant to the Internal Revenue Code for the 20____ calendar year.

Annual Attestation Process: Each calendar year, employees who wish to provide insurance coverage for their domestic partner through the University of Vermont will be required to submit an attestation. The employee must complete the form verifying whether or not their domestic partner meets eligibility requirements as an IRS dependent. If the employee fails to return the attestation form for the domestic partner, the cost of the employer's contribution to the domestic partner's coverage will be provided on a taxable basis and the employee's premium payments related to the domestic partner will be deducted on an after-tax basis.

I understand that any misrepresentation or falsification of information on this application may result in loss of medical insurance coverage, shall be considered gross misconduct, and may result in disciplinary action up to and including dismissal from employment and/or civil action. I hereby swear, under penalty of perjury under the laws of the State of Vermont, that the foregoing is true and correct.

Employee Signature: _____

Date: _____

Section II. CHILD ATTESTATION

You must complete a separate attestation form, including submission of supporting documentation as outlined in Section III, for each child to be submitted with the BCBS enrollment form to add children of a domestic partner who are not your own legal child to University of Vermont's medical insurance plan.

Employee ID (7-digits) _____

I, _____ (name of employee) declare, _____ (name of domestic partner's child), as my Domestic Partner's child who meets the following criteria:

The child meets the following criteria:

- ☐ The child can be, and is, claimed as a dependent by me for Federal Income tax deduction purposes; OR
- ☐ The child can be, and is, claimed as a dependent by my domestic partner for Federal Income tax deduction purposes AND my domestic partner is receiving health insurance coverage through UVM as my domestic partner; OR
- ☐ The child is not claimed as a dependent of me or my domestic partner for Federal Income tax deduction purposes, but the child resides with me and my domestic partner and my domestic partner and I have agreed between ourselves to be jointly responsible for the child's welfare, AND my domestic partner is receiving health insurance coverage through UVM as my domestic partner.

Tax Status Criteria: I understand that if a domestic partner's child does not qualify as my dependent under Section 152 of the Internal Revenue Code, the cost of providing coverage for them will be considered taxable income to me as an employee and subject to tax withholding. Additionally, premium payments related to my domestic partner's child will be deducted from my paycheck on an after-tax basis.

Check one of the following boxes. Since the above is a summary of complex tax rules, we recommend you consult with your tax advisor regarding your specific circumstances.

- ☐ Yes, my domestic partner's child is reasonably expected to be my tax dependent for the 20____ calendar year.
- ☐ No, my domestic partner's child is not expected to be my tax dependent for the 20____ calendar year, but is a tax dependent of my domestic partner and/or does reside with me and my domestic partner and we have agreed to be jointly responsible for the child's welfare.

Annual Attestation Process: Each calendar year, employees who wish to cover the children of their domestic partner will be required to submit an attestation. The employee must complete the form verifying whether or not the domestic partner's child meets IRS eligibility requirements as an IRS dependent of themselves. If the employee fails to return the attestation form, relationship of the children of a domestic partner will be identified as non-tax dependent which may result in the cost of medical coverage to be provided on a post-tax basis.

I understand that any misrepresentation or falsification of information on this application may result in loss of medical insurance coverage, shall be considered gross misconduct, and may result in disciplinary action up to and including dismissal from employment and/or civil action. I hereby swear, under penalty of perjury under the laws of the State of Vermont, that the foregoing is true and correct.

Signature of Employee : _____

Dated: _____

Section III. Documentation to Support Proof of Domestic Partnership

Domestic Partner Documentation

For enrollment of Domestic Partners identified as an IRS dependent of the employee, the employee must provide a copy of their most recent tax return.

For enrollment of Domestic Partners who are not identified as IRS dependents of the employee, employees may be required to submit proof from the list below. One of these proofs must be at least six months old on the date you submit this form. Evidence to support the your request may include, but is not necessarily limited to, the following:

- ☐ Evidence of joint purchase of home;
- ☐ A copy of a lease for a residence identifying both parties as responsible for the payment of rent;
- ☐ Evidence of a joint checking account;
- ☐ Evidence of a joint savings account;
- ☐ A title for a car showing joint ownership;
- ☐ Evidence of joint liability for credit cards;
- ☐ A copy of the plan proceeds form specifying that the domestic partner is the named beneficiary of state employee life insurance;
- ☐ Evidence that the domestic partner is the beneficiary of the employee's deferred compensation;
- ☐ Evidence of durable powers of attorney for property or health;
- ☐ Wills specifying the domestic partner as the major recipient of employee's financial assets;
- ☐ Other forms of evidence depicting significant joint financial interdependency.

Proof of Cohabitation. Employees seeking to enroll a domestic partner in UVM's health insurance benefit may be required to submit at least one form of proof from the list below to prove that you and your Domestic Partner reside together. All documents submitted for proof of cohabitation must be at least six months old as of the date you submit this form. This proof may be one document on which both names appear, or two separate documents that specify each partner's residential address. Your proofs must contain a residential address. A P.O. Box is not an acceptable proof.

Acceptable forms of proof include:

- ☐ Bank statement mailed to residential address
- ☐ Pay check stub
- ☐ Driver's license or automobile registration showing residential address
- ☐ Insurance benefits statement mailed to residential address
- ☐ Joint membership statement mailed to residential address (e.g., church or other organization)
- ☐ Joint mortgage or lease agreement
- ☐ Joint ownership of residence
- ☐ Tax return listing residential address
- ☐ Telephone/Utility bill mailed to residential address
- ☐ Registration as a domestic partnership in a municipality that has established such a procedure

Acceptable Documentation for Proof of domestic partner's parent/child relationship:

- ☐ Birth certificate/hospital record showing the child's parent(s)
- ☐ Court-approved adoption papers (with signature or seal)
- ☐ Court-approved letters of guardianship (with signature or seal)
- ☐ Adoption Placement Agreement and Petition for Adoption
- ☐ Court child support order that documents the child's parent(s)