

# **AGREEMENT**

**Between**

**THE UNIVERSITY OF VERMONT**

**and**

**UNITED ELECTRICAL,  
RADIO, AND  
MACHINE WORKERS OF  
AMERICA, LOCAL 267**

**April 28, 2021**

**through**

**June 30, 2023**



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## ARTICLE 1 RECOGNITION

The Board of Trustees of the University of Vermont recognizes the United Electrical, Radio and Machine Workers of America, Local 267 as the exclusive bargaining representative for all full-time and regular part-time nonexempt service and maintenance employees employed by the University in accordance with the Order of Certification issued by the Vermont Labor Relations Board on December 29, 1997 in docket No. 97-23 for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. Excluded from the bargaining unit are all supervisors, managers and confidential employees, temporary employees and work-study 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 United Electrical, Radio and Machine Workers of America and its affiliate Local 267.
- 2.4 *Employee*: The term “employee” as used in this Agreement refers to an employee who is a member of the bargaining unit, except when the term appears in conjunction with modifying adjectives which specifically identify non-bargaining unit personnel (e.g. supervisory, temporary, managerial, etc.).
- 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 37.5 to 40 hours a week or an employee in a regular capacity of 100% of an academic year of 9, 10 or 11 months for 37.5 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 37.5 to 40 hours per week or 50-99% of an academic year of 9, 10 or 11 months for 37.5 to 40 hours per week.

## ARTICLE 3 ANTI-DISCRIMINATION

- 3.1 The University and the Union agree that they shall not discriminate against employees on any employment matter on the basis of race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity or expression, disability, age, positive HIV-related blood test results, genetic information, or status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively “protected veterans”), as these terms are defined under applicable law, or any other factor or characteristic protected by law. 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. (See also Appendix B of this Agreement.)
- 3.2 The University and the Union agree that they will not discriminate against employees on any employment matter on the basis of membership or non-membership in the Union.

## ARTICLE 4 UNION SECURITY

- 4.1 Subject to applicable law, all employees who are covered by this Agreement and who are not members of the Union in good standing on the effective date of the Agreement, may choose whether to become a member of the Union and tender full dues and initiation fees in accord with the Union Constitution, bylaws, or rules.
- 4.2 DELETED

4.3 Subject to the provisions of this article and applicable laws, the Employer agrees to deduct equal amounts of regular union dues on a biweekly basis in accordance with the Constitution and Bylaws of the Union from the wages of each employee who authorizes such deduction in writing in accordance with the check off authorization forms provided by the Union. Such deductions shall begin with the first payroll period after receipt of the check off authorization form and said monies shall be transmitted on a monthly basis by mail not later than the 10th of each month to the designated Union Financial Secretary or designee.

The Union will give the University sixty (60) days' notice prior to the effective date of any change in how Union dues are assessed. Should the Union seek to change the manner of assessing dues it shall give the University sixty (60) days' notice of such a planned modification and the parties will negotiate the impact of that change. The University shall not be obligated to effectuate more than one such change per calendar year.

4.4 The Union shall indemnify, defend and otherwise hold 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 by the Employer pursuant to this Article.

## ARTICLE 5 MANAGEMENT RIGHTS

5.1 Except as modified by this Agreement, all the customary rights, powers, functions and responsibilities of the Board of Trustees of the University of Vermont shall be retained by the Trustees and may be exercised by the Trustees acting directly or through its agents, including the administration. Such rights and responsibilities shall include but not be limited to those which have been reserved to the Trustees through legislative acts and state regulations and any future rights and responsibilities which may be reserved to the Trustees by legislative acts or regulations.

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

- a. To hire employees into positions; to establish position descriptions and modify such descriptions from time to time; to establish new jobs; to determine whether or not vacancies for positions within the University will be filled; 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 determine an employee's fitness for work; to determine the location of work assignments; to establish and modify reasonable disciplinary policies and rules of conduct; to require training of employees; to determine who shall be trained and how employees shall be trained.
- b. To establish standards of productivity and performance for employees.
- c. To determine the technology, tools and equipment to be used in the performance of the job duties and to introduce new technology, tools, and equipment to be used in the performance of job duties and to introduce new technology, tools, equipment or labor saving devices.
- d. To determine the organizational structure of the University and to reorganize, enlarge, reduce or discontinue a function, position or department.
- e. To determine the number and types of employees to be employed.
- f. To take such action as necessary to maintain the efficiency of the University's operations.
- g. To make rules, regulations and policies not inconsistent with the Agreement and to modify such rules, regulations and policies from time to time provided they do not conflict with the Agreement.
- h. 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.
- i. To take such actions as may be necessary to carry out the mission of the University in cases of emergencies.
- j. To generally control and supervise the University's operations.

- 5.2 The exercise of any management right or function in a particular manner shall not preclude the University from exercising the same in any other manner which does not violate this Agreement. The University's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.
- 5.3 Nothing in this Agreement shall be construed to limit the right of supervisors and other non-unit employees, as well as students and volunteers, from performing work which has been or could be performed by bargaining unit employees. However, supervisors and other non-unit employees shall not be used to erode the bargaining unit. Nothing in this Agreement shall be construed to limit the right of supervisors to assign work to employees outside their classification job description.
- 5.4 No such right shall be enacted, applied or implemented in a manner which is arbitrary or capricious or in violation of the provisions of the Agreement.

#### ARTICLE 6 PROBATIONARY PERIOD

- 6.1 Any individual hired as a full-time or regular part-time employee shall be in a probationary status for a period of four (4) months during which time such probationary employee shall not accrue seniority for any purpose. In the event that an employee is hired as a regular employee after working as a temporary employee for the University for more than one continuous year immediately preceding being hired as a regular employee in the same department, the employee shall be in a probationary status for a period of two (2) months. The probationary period may be extended for up to one (1) month at the initiative of the supervisor, with notice to the Union and the employee. Additionally, the probationary period may be extended for a second month at the initiative of the supervisor, with the mutual agreement of the Union and the employee.
- 6.2 Probationary employees may be disciplined or discharged at any time during their probationary period, with or without cause and with or without notice. Such probationary employee who is disciplined or discharged shall not have recourse to the grievance and arbitration provisions of this Agreement, unless such a probationary employee claims that the discharge was in violation of Article 3, Anti-Discrimination.
- 6.3 Employees who successfully complete a probationary period shall then be credited with seniority back to their original date of hire.

#### ARTICLE 7 SENIORITY

- 7.1 Except as noted in Sections 4 and 5 below, seniority shall be an employee's length of continuous full-time or part-time regular service with the University. The seniority of employees with the same starting date will be determined by comparing the last four numbers of their respective Social Security numbers, with the employee whose number is lower being the more senior employee.
- 7.2 The Employer shall furnish the Union a seniority list upon request but no more often than every month.
- 7.3 Seniority shall accrue continuously from the original date of hire, unless broken by one of the following events:
  - a. Employee quits or is discharged for just cause
  - b. An employee is retired
  - c. A laid off employee fails to report for work within ten (10) working days after notification by certified letter to return to work. It shall be the responsibility of employees to keep the Employer advised of their current address.
- 7.4 Employees shall have the benefit of what is commonly referred to as the "3 and 2 rule." Pursuant to this rule, employees who have three years previous University service with an FTE of 50% or more and return to University service within two years to a bargaining unit position of at least 50% FTE will be reinstated with an adjusted date of hire (not including credit for the time the employee did not work for the University), and waiting periods for benefits will be waived. It is the intent of this article that such employees shall be entitled to the same benefit entitlement and waiting period waiver as is available to non-bargaining unit employees at the University pursuant to the "3 and 2 rule." This rule shall not apply to a returning employee (1) who left

employment as a retiree from the University; (2) who left employment with the University under a voluntary separation agreement (i.e. a “buy-out package”); or (3) who was terminated from the University for cause. (See Also Article 41, Benefits).

- 7.5 Effective upon date of ratification, University employees who are non-bargaining unit who become bargaining unit members shall carry their full seniority for all purposes except for seniority rights as described in Article 17, Job Postings and Article 20, Layoff and Recall.

## ARTICLE 8 TEMPORARY EMPLOYEES

- 8.1 A temporary employee is any individual who in a given calendar year works less than 1040 hours, whether on a seasonal, ongoing or intermittent basis. Such individuals may be hired again as temporary employees in subsequent years, but cannot exceed 1040 hours of work in any given subsequent calendar year. Temporary employees shall not be used to erode the bargaining unit.
- 8.2 A temporary employee may also be any individual who works more than 1040 hours in a calendar year in cases where a temporary employee is replacing a bargaining unit employee on medical leave or military leave.
- 8.3 The University shall provide the Union a semi-annual report in January and July of each year regarding the use of temporary employees for the preceding six months. The report shall include the units where the temporary employees were assigned and the total number of hours each temporary employee worked during the past six months. The January report also shall list the number and the reason for employment for any temporary employees who worked more than 750 hours in the previous calendar year.

## ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

- 9.1 In accordance with the State Employees Labor Relations Act, a “grievance” shall be defined as an employee’s, group of employees’ or the Union’s expressed dissatisfaction with aspects of employment or working conditions under this collective bargaining agreement or the discriminatory application of a rule or regulation which has not been resolved to a satisfactory result through informal discussion with immediate supervisors.
- 9.2 An employee shall have the right to have a Union representative present at all stages of the process. However, any employee also shall have the right to present grievances to the University without the intervention of the Union, as long as any adjustment of the grievance is not inconsistent with the terms of the collective bargaining agreement and as long as the Chief Steward has been provided a written summary of any adjustment reached within five days of such adjustment.
- 9.3 The term “days” when used in this Article shall refer to calendar days. Notwithstanding the foregoing, however, if the day upon which an action must be taken in this article falls on a Saturday, Sunday, or University holiday, then the action is required to be taken on the next day following that is not a Saturday, Sunday or University holiday.
- 9.4 The parties acknowledge that it is desirable for employees and their immediate supervisor to resolve problems through free and informal communication. Employees are therefore encouraged, though not required, to discuss concerns with their supervisor directly and informally prior to initiating formal grievances.
- 9.5 The grievance procedure is designed, and it is the intention of the parties, to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest possible level.
- 9.6 **Formal Procedure:** Whether or not an employee attempts to resolve a concern through informal discussion, and except in the limited case of a continuing grievance over pay practices, a formal grievance must be filed at Step One within ten (10) days following the time at which the employee and/or the Union could have reasonably been aware of the existence of the situation which is the basis for the grievance. Failure to file within this time period shall preclude subsequent filing of the grievance.

**STEP ONE:** The grievance will be presented verbally or by e-mail to the employee’s immediate supervisor by the grievant and/or the Union steward. The grievant and/or steward will acknowledge the filing of the grievance by signing a receipt indicating the date and title of the grievance. The supervisor will then arrange for a discussion

with the employee and/or the steward to be held within five (5) days after receiving the verbal grievance. The supervisor will submit a written or verbal answer to the grievant and/or steward within three (3) days after the arranged discussion.

STEP TWO: If the grievance is not resolved at Step One, then within seven (7) days of the receipt of the Step One answer, the grievant and/or the steward will present the grievance in writing at Step Two, which shall be with the Department Manager or designee. At this stage, the steward or the employee shall complete a Statement of Grievance form which shall state the nature of the grievance including a brief statement of facts, the provision(s) of the Agreement alleged to have been violated or the rules or regulations alleged to have been discriminatorily applied and the adjustment sought. Within five (5) days of receipt of the Step Two grievance, the Manager or designee will hold a meeting with the Union's grievance committee consisting of no more than three (3) people. It is understood that should the grievant attend this meeting, the grievant will not be counted as one of the three (3) people on the Union's grievance committee. A representative from Labor and Employee Relations will also participate in the meeting and, at the Manager's discretion, one other individual may also participate. If the grievance is not resolved at this meeting, then within seven (7) days of the meeting, the Manager or designee shall forward an answer to the grievance to the grievant, with a copy to the Union.

STEP THREE: If the grievance is not resolved at Step Two, within seven (7) days of receipt of the Step Two answer, the grievance will be advanced to Step Three, which shall be the appropriate divisional Vice President or designee. Within fourteen (14) days of receipt of the Step Three grievance, the Vice President or designee will hold a meeting with the Union grievance committee consisting of no more than five (5) people. It is understood that should the grievant attend this meeting, the grievant will not be counted as one of the five (5) people on the Union's grievance committee. A representative from Labor and Employee Relations will also participate in this meeting, and, at the Vice President's discretion up to three (3) other individuals may also participate. If the grievance is not resolved at this meeting, then, within fourteen (14) days of the meeting, the Vice President or designee shall forward an answer to the grievance to the grievant with a copy to the Union.

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 grievance may be filed 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 (SELRA) 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.

- 9.7 Failure of the grievant and/or the Union to comply with the time limitations of this procedure at any of the Steps shall preclude any further processing of the grievance. Failure by the University to answer a grievance within the time limitations set forth shall allow the grievance to be processed automatically to the next step.
- 9.8 All time limits may be extended by mutual agreement.
- 9.9 Grievances affecting employees in more than one department may be initiated under Steps Two and Three above. Additionally, by mutual agreement, grievances may be initiated at Step Two or Step Three.
- 9.10 This procedure shall be followed for all grievances. In the case of a grievance involving discipline as described in Article 10, the parties may mutually agree to initiate the grievance process at Step Two or Step Three. For grievances involving a discharge, the grievance procedure shall commence with Step Three. All disciplinary and discharge grievances must be filed no later than seven (7) days following the date the employee is notified of the disciplinary or discharge decision.
- 9.11 If the grievance involves allegations that the University has discriminated on the basis of race, creed, color, sex, gender identity or expression, age, disability, religion, ethnicity or natural origin, veteran's status or sexual orientation, it 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's Office of Affirmative Action (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.

## ARTICLE 10 DISCIPLINE AND DISCHARGE

- 10.1 Except for probationary employees, no employee shall be disciplined or discharged except for just cause. The University will be guided by the principle of progressive discipline under which the following disciplinary steps will normally be used: a. Verbal Warning; b. Written Warning; c. Suspension; and d. Termination. It is understood, however, that the University does not have to follow this progression in every case of employee discipline, and it may skip or repeat steps based upon the circumstances of any given case.
- 10.2 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. Supervisors will inform employees of their right to have a Union steward present prior to conducting such meetings. This does not preclude notification to an employee of disciplinary action by mail.
- 10.3 An employee shall have the right to receive and grieve any information that is placed in any employee file which may lead to future discipline or be used in future disciplinary proceedings. This does not apply to written memos explaining or clarifying rules of conduct for a department or for an employee. Such written memos shall not be considered disciplinary actions and shall state such on the memo. Such written memos may serve as a record that an employee or employees were advised of the existence of a rule or an expectation of a supervisor. Employees shall be given a copy of any such memo and shall be given an opportunity to initial such memos solely to indicate receipt. Employees may respond to such memos but may not grieve such memos. Such memos may not be used in any future disciplinary process other than to establish that an employee or employees received fair notice of a rule or expectation.
- 10.4 At any time during the probationary period, the University may terminate employment of a probationary employee. Such termination is final and not subject to the grievance and arbitration provisions of this agreement unless there is a claim of discrimination under Article 3 (Anti-Discrimination) incorporated herein.
- 10.5 The University maintains electronic surveillance systems throughout the University primarily for the health and safety of members of the University community. In the event that such surveillance data were ever to be used in relation to the discipline or discharge of an employee, the University shall provide a copy of such surveillance data to the union as early as practicable, but no later than Step 1 of the grievance process.
- 10.6 In the event that an employee fails to report to work without authorization from their supervisor, management will make a reasonable attempt to contact the employee for an explanation. If the employee fails to report to work for five scheduled work days, the department will send written notice to the employee's address of record, advising them that if they do not report to work within the next five scheduled shifts, they will be presumed to have resigned from their position. If, following such written notice, the employee fails to contact the University, or does contact the University but offers extenuating circumstances that are not acceptable to the University, the presumed resignation shall be regarded as finalized if no return to work has occurred by the fifth scheduled shift following the issuance of the written notice. This process will not preclude the University from disciplining employees who miss work for any period of time without authorization.

## ARTICLE 11 PERSONNEL FILES

Employees may review their personnel files by making an appointment with the appropriate manager or supervisor. The personnel files 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.

## ARTICLE 12 EVALUATIONS

- 12.1 Employees shall be formally evaluated in writing at least on an annual basis.
- 12.2 The supervisor shall meet with the employee to discuss the evaluation. At least three (3) work days prior to the meeting, the employee shall be given a copy of the evaluation for review.
- 12.3 Employees shall have the right to respond in writing to an evaluation and to have such response appended to the evaluation for inclusion in their personnel file.
- 12.4 If employees have concerns about the content of their evaluation, they may request a meeting with management representative(s) and a Union Steward to discuss their evaluation and suggest changes. Employees must request this meeting within thirty (30) days of the evaluation meeting.
- 12.5 The substance of an evaluation shall not be grievable unless the overall evaluation has been rated as "unsatisfactory." If such a grievance is appealed to the VLRB the Labor Board shall determine whether the overall rating was arbitrary or capricious. The VLRB shall not have the authority to change the overall evaluation rating but if it finds the overall evaluation was arbitrary or capricious it shall state the reasons for the decision and shall remand the evaluation to the University for reconsideration, consistent with the VLRB ruling on the merits.
- 12.6 The employee's signature on the evaluation shall signify receipt only and not necessarily agreement on the evaluation's content.

## ARTICLE 13 CLASSIFICATION REVIEW

- 13.1 Bargaining unit members who believe that their position should be reclassified upward may initiate a review of their existing position to determine whether it is properly classified within the University's classification system. Employees may initiate a classification review if they believe that their classification is incorrect or if they believe that they should be classified in the next level up of the employee's career progression.
- 13.2 A request for position review will be made on a uniform position description form (attached hereto as Appendix C) and shall be available on the Web, or from the appropriate Human Resource Services representative. Should the form change, the revised form will be attached and incorporated herein.
- 13.3 Employee and Supervisor Procedure:
  - a. Employees shall complete the position description form and submit a copy of the completed form to their immediate supervisor and/or the department's Human Resources Representative (HR Rep). The position description shall include a description of the duties and responsibilities of the position being reviewed.
  - b. The employee and immediate supervisor and/or the department's HR Rep shall initial and date the form.
  - c. The immediate supervisor shall meet to review the position description with the employee within seven (7) working days of receiving the form. Immediate supervisors who wish to modify the position description form may do so, but they must notify the employee prior to the form going to appropriate levels of management. The final form must be approved by the appropriate levels of management, in addition to the immediate supervisor, and may therefore be modified accordingly.
  - d. If the position description is modified by management, a copy will be given to the employee and the Union prior to submission to Human Resource Services.

- e. If the supervisor does not meet with the employees within seven (7) working days of receiving the form and/or the supervisor does not request a reasonable extension, the Employee may contact the department's HR Rep who shall schedule such meeting within seven (7) working days.

#### 13.4 Human Resources Procedure:

- a. The completed form will be submitted electronically by the department's HR Rep to the Classification and Compensation Office, and to the Union, within ten (10) working days following the meeting between the supervisor and the employee.
- b. Human Resource Services shall record the date it receives the form.
- c. The employee will receive a copy of the submitted position description form, and if they believe that the position description is inaccurate, they may submit a letter indicating the points of disagreement. The employee will send this letter to Human Resource Services within ten (10) working days after the employee receives a copy of the submitted position description form signed by the appropriate levels of management.
- d. If the department's HR Rep does not submit the position description form within ten (10) working days following the meeting with the supervisor, employees may initiate the classification review by bringing a copy of their position description to the Employee Information Desk in Human Resource Services (HRS). HRS will then contact the department to request that they follow the position review process as prescribed by this Agreement.
- e. Upon receiving the completed position description from the department's HR Rep, along with any information from the employee, Human Resource Services will conduct a position review to determine if the employee's position is properly classified. The review will include an interview with the supervisor, and when appropriate, will include the employee.
- f. If the employee has disagreed with the supervisor's submission, then Human Resource Services will meet with the employee, the Union and the supervisor to discuss these disagreements. If there is still disagreement, the employee may request an on-the-job observation by Human Resource Services. Normally, within forty (40) calendar days (depending on workload) of receiving the position description, as corrected or commented upon by the employee's supervisors and the employee, Human Resource Services will have completed its review of the duties of the position and forwarded a written decision to the department head and supervisor, who will notify the employee. The Union will also be notified. It is understood that on-the-job observations or heavy backlog may lengthen the time needed to complete a position review, especially if the job duties to be observed are not conducted on a daily basis. In such cases, Human Resource Services shall notify the employee and the Union of the delay.

#### 13.5 Appeal Procedure

- a. Should the employee wish to challenge the decision of the position review, the employee may request an informal meeting with the Human Resource Services staff member who conducted the position review and the supervisor(s) for an explanation of the classification decision. A Union representative may participate in this meeting. The employee must request this meeting within five (5) working days of having been notified of the classification decision. The meeting shall be held within ten (10) working days of the request. Human Resource Services shall submit a written answer to the employee and the Union within ten (10) working days of the meeting.
- b. If upon receiving the response of Human Resource Services the employee is not satisfied that the proper classification has been assigned, the decision may be appealed to the Assistant Director of Benefit and Employee Operations. Such written request for appeal must be forwarded to the Assistant Director of Benefit and Employee Operations within five (5) working days of receipt of the answer in section 5A above. A meeting to discuss the appeal shall be held within ten (10) working days of receipt of the appeal. This meeting shall include up to three (3) Union representatives and a representative from Human Resources. At the discretion of the Assistant Director of Benefit and Employee Operations, one other individual shall also participate. The Assistant Director of Benefit and Employee Operations shall submit a written answer to the employee and the Union within ten (10) working days of the meeting.

- c. If the employee is not satisfied with the decision of the Assistant Director of Benefit and Employee Operations, a written appeal may be submitted to the Executive Director of Benefit and Employee Operations within five (5) working days of the Assistant Director's decision. A meeting to discuss the appeal shall be held within ten (10) working days of receipt of the appeal.

The meeting shall be held with up to three Union representatives. At the discretion of the Executive Director, or designee, up to two (2) other people may attend. The Executive Director, or designee, shall submit a written decision to the employee and the Union within ten (10) working days of the meeting.

- d. While the substance of a classification determination may not be grieved past the Executive Director of Benefit and Employee Operations, following that step, an employee may file a grievance with the Vermont Labor Relations Board (VLRB) if the procedure for determining the reclassification was arbitrary or capricious. Grievances shall be submitted in writing and should specify the basis for the grievance. Grievances must be filed within thirty (30) days of the decision from the Executive Director of Benefit and Employee Operations or designee.

The VLRB shall have no power to classify the grievant, but if it finds the reclassification was carried out in an arbitrary or capricious manner, it shall state the reasons for the decision and shall remand the matter to the Executive Director of Benefit and Employee Operations who shall address those aspects of the procedure which were found to be arbitrary or capricious.

#### 13.6 Results of Classification Review

- a. If the University decides not to reclassify a position to a higher level following the position review and appeal process described and instead chooses to eliminate certain job duties from the position, it will notify the employee and the Union within ten (10) working days of the receipt of the classification determination provided for in section 4, or following the appeals process in section 5. In such circumstances, the supervisor will advise the employee as to which job duties have been eliminated and will no longer be required.

Additionally, in such circumstances, the University will compensate the employee retroactively at a rate of pay which is either at the starting hourly rate of the pay band which reflects the work performed or 5% higher than the employee's current hourly rate, whichever is higher. The retroactive pay period shall be limited to a maximum of 45 working days prior to the date Human Resource Services received the request for the position review and shall also include all working days during the position review and appeal process contained herein. Except for this retroactive adjustment, the employee's regular hourly wage shall remain the same.

- b. In the event that a reclassification initiated by management or an employee results in the position being classified at a lower level, the employee's hourly rate will not be decreased as the result of this action.
- c. In the event that a position is reclassified to a higher level, any resultant increases in pay will be retroactive to the date the request for the position review was received and dated by Human Resource Services. The increase shall be not less than 5% of the current hourly pay rate, or the minimum of the new pay band, whichever is higher. In cases where the increase is other than 5%, an explanation will be provided to the employee and the Union.

#### 13.7 Management Initiation of Classification Determination or PD Review

- a. Management may at its discretion also initiate a review of any existing position or may request a classification determination for a new position from Human Resource Services.
- b. When management is initiating a review of an existing position based on its assigned duties, or based on equity compared to other positions, the supervisor shall complete a position description and provide a copy to the employee if there is an incumbent. If the incumbent employee believes the position description is inaccurate, the employee may submit a letter indicating the points of disagreement to the department's HR Rep. Such a letter must be submitted within ten (10) working days after the employee receives a copy of the submitted position description form signed by the supervisor. The Human Resources representative will submit the completed form, along with any information provided by the incumbent employee, electronically to Human Resource Services and to the Union.

The Union may request that other employees who are qualified have their positions considered for review along with the position(s) management is proposing for review. The procedures of section 4, subsections E and F, of this article shall then be followed. If the position is classified at a lower level as a result of the review, then the employee and/or the Union may appeal under the provisions of Section 5 of this article.

- c. When management is initiating a review of an existing position based on duties not yet assigned to the position, the supervisor shall first provide the Union with a copy of the proposed position description prior to submission to Human Resource Services. The Union may request a discussion of the proposed changes with the supervisor within five (5) working days of receipt. The Union may request that other employees who are qualified have their positions considered for review along with the position(s) that management is proposing for review. The Union may suggest any modifications to the proposed changes in the position description and the supervisor shall consider such changes. Following that discussion, the completed form will be submitted electronically to Human Resource Services and the Union by the department's HR Rep. Classification and Compensation shall then determine the appropriate classification.

The Union shall receive a copy of the classification determination. If the Union disagrees with the classification determination, the Union may initiate the classification appeal process contained herein in Section 5.

- d. In cases where management is establishing a new position classification, the supervisor shall complete a position description outlining anticipated duties, responsibilities and minimum qualifications for the new position. The Union shall receive a copy of the position description and may request a discussion of the new classification with the supervisor within five (5) working days of receipt. The Union may suggest modifications to the proposed classification and the supervisor shall consider such modifications. Following that discussion, the supervisor shall then submit the position description to Human Resource Services. Human Resource Services shall then determine the appropriate classification. The Union shall receive a copy of the classification determination. If the Union disagrees with the University's decision regarding the classification determination, the Union may initiate the classification appeal process contained herein in Section 5.

- 13.8 It is understood that the parties may review any issues which arise under this article during the Labor-Management meetings described in Article 51.

#### ARTICLE 14 HOURS OF WORK, SCHEDULING AND OVERTIME

- 14.1 The normal workweek shall be either thirty-seven and a half (37.5) or forty (40) hours per week. The scheduled workweek shall begin with any scheduled shift beginning after Monday at 12:01 am and ends at midnight the following Sunday. Employees shall be paid on a biweekly basis.
- 14.2 The Department Manager or the Manager's designee shall determine the work assignments, work schedule and shift of employees based on the needs of the department and the best interests of the University. The Department Manager or designee shall determine the number and length of work shifts and shall establish and modify the starting and quitting times for such shifts. The Manager or designee may assign employees to a rotating shift, including weekend shifts, and all employees may be assigned to rotate between the shifts.

A Department Manager or designee shall not propose a work schedule change for the purpose of avoiding the payment of overtime, or arbitrarily or capriciously impose schedule changes.

An employee's work schedule shall not be changed more than two (2) times in a twelve (12) month period, but nothing shall preclude the employee's voluntary agreement to do so.

Except in unforeseen circumstances, in the event that the Department needs to permanently change an employee's work schedule (days) and/or change the starting and quitting times of an employee's shift by more than one hour, the Manager or designee will provide at least 30 days' notice to the Union and the employee, and observe the following process:

The Manager or designee shall offer to meet and discuss the proposed change with the appropriate Union steward.

The Chief Steward and another Union representative may also attend such discussions, and the Manager or designee may invite an equivalent number of supervisors to attend the discussions. The Department Manager shall explain the rationale for the schedule change. If, however, during those discussions, the Union has made an alternative proposal which has been rejected by the Manager or designee or has made no proposal, the following shall occur:

- a. The Manager or designee shall first ask for volunteers in the affected classification in the unit and/or work site to permanently change their schedule. In the event that there is more than one employee who volunteers, the Manager shall select the most senior, qualified volunteer(s).
- b. In the event there are no volunteers, the Manager shall determine if it is feasible or practicable to accomplish the desired change in schedule through filling open positions.
- c. If neither option above is possible, the Manager shall select the least senior qualified employee(s) in the classification in the unit or work site to be affected to make the change.

- 14.3 In the case of a temporary change in the schedule, the employee will be provided with as much notice as feasible consistent with operational needs. Temporary changes in schedule shall not last more than ten (10) working days. Staff shall not be required to change the days that they are normally scheduled to work in order to accommodate temporary schedule changes, but nothing shall preclude a voluntary agreement to do so.
- 14.4 Department Managers or designees may, in their discretion, develop an alternative work schedule with an individual employee in accordance with University guidelines. There is no entitlement to such a schedule and the decision by the Manager or designee to not establish an alternative work schedule shall be grievable to Step Three of the Grievance Procedure, but may not be arbitrated before the VLRB.
- 14.5 Department Managers or their designees shall retain the right to assign employees to work overtime. A rate of time and one half shall be paid to employees who work more than eight (8) hours in any work day for employees whose regular schedule is five (5) days and forty (40) hours per week. A rate of time and one-half shall be paid to employees whose regular schedule is 37.5 hours per week for all hours worked in excess of 37.5 hours per week. A rate of time and one-half shall be paid to employees who work more than ten (10) hours in any given work day for employees whose regular schedule is ten (10) hours per day for four (4) days a week. All overtime work must be approved in advance by the Manager or designee.
- 14.6 Planned overtime shall be distributed in an equitable way such that employees are given the same overtime opportunities. Toward this end, voluntary rotational overtime distribution systems may be used.

In cases of planned overtime and where lists are used, Department Managers or their designees will first utilize a rotational voluntary overtime distribution list based on classification within department or work area. If no one agrees to work such planned overtime, Department Managers or designees may assign, on a rotational basis, in reverse order of seniority, the employee(s) who is (are) qualified to do the work.

If an employee on a list cannot be reached or turns down the offer of overtime, Managers or designees will move to the next name on the list.
- 14.7 Planned overtime is defined as situations where the need for the overtime is known at least 48 hours in advance. If overtime work is needed immediately and it is not practicable to use the overtime list, then Department Managers or their designees shall ask for volunteers from those employees working at the time the need arises to work overtime. If an insufficient number of employees volunteer to work overtime, Managers or designees may assign the least senior employee(s) who is (are) qualified to do the overtime work.
- 14.8 The University shall provide the Union with a list of the overtime distribution for unit employees quarterly. Stewards may request overtime lists from supervisors on a more frequent basis.
- 14.9 Normally, full time employees receive two 15-minute rest periods per day. In some areas, because of the nature of the operation, formal 15-minute rest periods may not be feasible and alternative arrangements may be used. Employees shall not be denied access to a convenient heated building for rest periods provided it does not extend the 15-minute rest period.

- 14.10 Except for unforeseen circumstances, full time employees shall not be required to forfeit a scheduled lunch break. A supervisor may adjust the scheduled time for lunch based on operational needs. In cases where a supervisor requires employees who normally have a scheduled lunch period to work without a lunch period, the employees shall either be paid or have their schedule adjusted accordingly.
- 14.11 Employees shall normally not be required to be at work until the beginning of their shift, but if they are required to come in early, they shall be paid for the time they are required to work.
- 14.12 In units with six or more bargaining unit employees, employees entitled to overtime pay may request compensatory time in lieu of overtime pay up to a maximum of 40 hours of comp time. Any additional compensatory time may only be accumulated with the approval of the Department Manager or the Manager's designee in accordance with University guidelines, but which shall not be more than eighty (80) hours for all compensatory time.

Employees shall normally request time off with as much notice as possible, and the employee shall be permitted to use such time after making the request, provided, however, that the comp time does not unduly disrupt the operations of the department or area.

In units of five bargaining unit employees or fewer, any comp time must be approved by the Manager or designee in accordance with the University guidelines but which shall not be more than (80) eighty hours for all compensatory time. An employee who moves to another department will be paid for any accumulated comp time unless otherwise agreed.

If offered comp time, employees may instead choose to receive pay. All compensatory time must be used before the payroll submission date for the last pay period of the fiscal year. If employees have not used their available compensatory time before the payroll submission date for the last pay period of the fiscal year, they shall be paid for such hours. In limited cases, and where there are special circumstances, an employee may ask to carry over compensatory days into the next fiscal year. Supervisors may or may not approve such a request at their discretion.

- 14.13 There shall be no pyramiding of overtime or premium pay under this Agreement.
- 14.14 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 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. Payment will be made during the same payroll period as the work performed, for work done on behalf of the employee's own department. Payment for work done for another department will be made on the payday immediately following the next University payroll submission deadline.
- b) Bargaining unit members required to work on a 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 one-half (1.5) times the number of hours worked.

## ARTICLE 15 ON-CALL AND CALL-IN

- 15.1 At the discretion of the Department Manager or the Manager's designee, employees may be asked to serve on-call. The Department Manager or designee shall first seek qualified volunteers to serve on-call and, where feasible, will use a rotational system for determining which employee(s) will be on-call. If an insufficient number of volunteers come forward, the Manager or designee reserves the right to assign an employee to on-call status. Employees who are assigned to on-call status shall be given as much notice as possible, but in no case shall that notice be less than one week.

Employees who are on-call shall receive an on-call compensation of the greater of 10% of the employee's base hourly rate of pay for the period of the scheduled on-call for all hours paid, or an on-call compensation of \$140

per week (\$20 per day). Employees on-call 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 by the department, should return the call within 30 minutes and must be prepared to report to work within one hour. If extenuating circumstances, including weather, make compliance with the above timelines unfeasible, employees shall explain this delay to their supervisor who shall not unreasonably reject the explanation.

The individual departments will determine the communication method for the on-call obligation. Department Managers or their designees shall determine how many employees shall be on-call at any given time and for what period of time. Employees may not presume to be on-call but must be specifically directed by their Manager or designee to be on such status.

- 15.2 When employees are called into work from an on-call status, they will be guaranteed a minimum of three hours of work at straight time pay or shall be paid at the overtime rate of one-and-a-half (1.5) times their regular rate of pay for all hours worked, whichever is greater. If the on-call hours worked are contiguous to the employee's scheduled shift, the equivalent of three (3) hours of straight time pay shall be in addition to the employees scheduled shift. They shall also receive mileage for travel to and from work.
- 15.3 When employees who are not on-call are nevertheless required to come in to work with less than 24 hours' notice, they will also be guaranteed a minimum of three hours of straight time pay or shall be paid at the overtime rate of 1.5 times their regular base rate of pay for all hours worked, whichever is greater. If the hours worked are contiguous to the employee's scheduled shift, the equivalent of three (3) hours of straight time pay shall be in addition to the employee's scheduled shift. They shall also receive mileage for travel to and from work.
- 15.4 Employees who report to work for their regularly scheduled shift who have not been given notice not to report to work shall be paid for their regularly scheduled shift for that day. In the event of an official University-wide shut-down because of an emergency, employees who regularly report to work and are not sent home shall be paid at a rate of 1.5 times their regular rate of pay for all hours worked, plus the hours for the employee's regularly scheduled shift. Employees 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.
- 15.5 In circumstances of unplanned overtime (off shift), employees shall have their work time begin at the time they answer the call, but in no event shall employees be compensated for travel time of greater than one-half hour. The travel time compensation shall be included in the three-hour minimum hours guaranteed the employee.
- 15.6 For a planned overtime assignment, employees who report to work for such assignments who have not been given notice not to report to work shall be paid three hours pay at straight time rates.
- 15.7 In the event that employees in any given unit are directed to come in later than the start of their regularly scheduled shift or are directed to leave work early, and thereby work less than their full shift, such employees shall be paid for their full shift.

In these cases, any employee who has not been so directed and has reported to work and directed to stay at work while others in the same classification, work area and shift have been told to arrive late or leave early shall receive 1.5 times their regular rate of pay for all hours worked during the period other employees have been directed to stay home or leave early. Employees who are not directed but rather are given the option to report to work late or leave early must either take time off without pay or may use personal or vacation time.

## ARTICLE 16 TRAINING / APPRENTICESHIP PROGRAMS

- 16.1 The University recognizes the value of providing job-related training programs which give employees the opportunity to advance, to learn new skills and to continue both on-the-job and off-the-job education. To this end, the University shall not arbitrarily or capriciously deny bargaining unit employees' requests to participate in training opportunities.
- 16.2 A committee will be established within 30 days of the ratification of this Agreement to study the feasibility of establishing various job-related training opportunities for employees or for identifying apprenticeship or job-related training programs that may be offered to employees. The committee will be comprised of five (5)

employees designated by the Union and five (5) supervisors/managers designated by the University. The Committee will make recommendations to appropriate University officials who shall consider the recommendations in good faith and shall implement reasonable recommendations in a timely fashion. At a minimum, the committee shall meet monthly during the academic year, although it is understood that the committee may meet more frequently if both the Union and Management agree. It shall be the responsibility of the Union to annually survey the job-related training preferences of the bargaining unit members and to communicate the results of this survey to Management.

- 16.3 Bargaining unit members normally will have access to apprenticeship programs in the skilled trades through placement from positions in the Physical Plant Department. No less than once a year, the Union shall solicit volunteers for a list of employees who are interested in apprenticeship programs. In order to be included on the list, employees must submit a letter of interest which shall include the name of the skilled trade they are interested in pursuing and a description of their relevant experience and training. The Union will then submit the list with the accompanying letters of interest to Physical Plant Management. The employee will then be matched with an appropriate apprenticeship, at the discretion of the Physical Plant Department, depending on the availability of position openings and placement opportunities, as well as the operational and budgetary needs of the department. It is understood that if more than one (1) employee is interested in the same apprenticeship opportunity, selection for apprenticeship will be as described in Article 17, Section 5 (Job Openings).

## ARTICLE 17 JOB OPENINGS

- 17.1 Recruitment for all vacant bargaining unit positions shall be conducted in a manner consistent with the guidelines and practices established by the University's Office of Affirmative Action and the Office of Human Resource Services.
- 17.2 Prior to recruitment to fill a vacant position, the University shall first recall employees who have been laid off from the posted position in reverse order of layoff and, if time on recall status is equal, then by University seniority, provided the employee still is qualified and has the requisite skills and ability for the position.
- 17.3 All job openings within the bargaining unit will be posted for a period of at least five (5) full working days on the University's employment website at: [www.uvmjobs.com](http://www.uvmjobs.com). Employees interested in posted positions may apply through the University's normal hiring process. In the event that a new employee leaves employment or is terminated within 30 days of hire, the University will not be required to repost the position and may instead request a waiver from the University's Office of Affirmative Action and Equal Opportunity to select another candidate from the applicant pool.
- 17.4 Provided employees who apply for a position meet the minimal qualifications for the position, they shall be given an interview for the position. Employees applying for a bargaining unit position may ask the hiring manager (or designee) the status of their application at any time.
- 17.5 The University retains the discretion to decide who shall fill an open position. However, in making this determination when qualifications are equal, then-current bargaining unit employees who apply for the position will be given preference for the position. If the choice is reduced to a decision between unit employees, then when qualifications are equal, the employee with greater University seniority will have preference for the position.
- Qualifications shall include prior relevant work experience, skills and abilities, prior training, education and certifications or licenses held and documented past performance.
- 17.6 In the event there are no employees who have been laid off from the posted position and on recall status, employees who are working on the second or third shift will be given preference, based upon University seniority, for an opening on the first shift for their same position within their department.
- 17.7 Upon being hired into a new position, a unit employee shall serve a trial period of sixty (60) days. The Manager or the Manager's designee retains the right to decide whether or not the employee has successfully completed the trial period in the new position and retains the right to terminate the trial period at any time.

Employees who voluntarily decide to return to their former position 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 classification seniority as long as the position vacated has not been permanently filled. Employees who return shall return to their former position on the pay band.

If the former position has been permanently filled, the returning employee shall be considered laid off and shall retain the recall rights provided for in Article 20, Layoff and Recall.

- 17.8 If an employee applies for and is awarded a different position in a lower pay band, then the employee shall be placed in a position on the lower pay band that is equivalent to their position on the previous pay band. If an employee is awarded a new position in a higher pay band, the employee shall receive an increase of not less than 5% of current hourly pay or the minimum of the new pay band, whichever is greater. In cases where the University has given an increase other than 5%, the employee and the Union shall be provided with an explanation for the increase.
- 17.9 Employees who voluntarily resign their position and are rehired by the University into the same bargaining unit position within one year of the termination date, may be rehired at their previous rate of pay, plus any applicable bargaining unit pay increases that may have occurred during that time.
- 17.10 The Departments of Physical Plant and Residential Life will notify bargaining unit employees in their respective departments whenever a job opening (in Physical Plant or Residential Life) for a union position will be posted. For Physical Plant, information about the position (if known) will be provided, including the job opening's assigned PPD zone, work days and work hours. The notification will be sent via the department's listserv by e-mail. Bargaining unit employees in these departments may apply for the job opening through the normal University application process, as provided above in this article.
- 17.11 There will be internal notification for a job opening in the same position description in the same department. If the applicant has received no discipline in the past year, the employee's last evaluation was satisfactory, and there is only one internal applicant for the vacancy, that applicant will not be denied the position arbitrarily or capriciously. If there is more than one applicant for the vacancy and all applicants have not received discipline in the last year and the employees' last evaluations received are satisfactory, then management can select the applicant based on the criteria stated in section 17.5 above. If an employee is granted a lateral transfer and is dissatisfied, they shall notify their Manager, and shall be entitled to return to their previous position within thirty (30) days or until the previous position is filled, whichever sooner occurs. A lateral transfer shall not result in a change in the base wage. An employee is not eligible for a lateral transfer more than once a fiscal year, inclusive of any lateral transfer opportunity that resulted in a return to their former position.

## ARTICLE 18 TEMPORARY TRANSFERS

- 18.1 A transfer to another position is considered temporary when there is a reasonable expectation that employees will return to the position from which they came.

Such transfers may be of varying duration but shall not exceed three months, or six months in those cases where the transfer is to cover the absence of an employee on leave. These time limits may be extended by mutual agreement between the Union and the Employer.

- 18.2 Temporary transfers shall be handled in the following manner:

- a. If employees are temporarily transferred in writing to a position in a higher pay band by their supervisor or manager, they shall receive a wage increase of at least 5%, or the minimum of the pay band of the new position, whichever is greater. It is understood that the payment may have to be adjusted to be retroactive. In cases where the University has given an increase other than 5% or the minimum of the pay band of the new position, the employee and the Union shall be provided with an explanation for the higher increase.
- b. If an employee is temporarily transferred to a position in the same pay band, there shall be no change in pay.

- c. If an employee is temporarily transferred to a position in a lower pay band, there shall be no change in pay if the transfer was involuntary. If the transfer was requested in writing by the employee and approved, then their pay rate will be established on the new pay band at the same percentile as their former position on their previous pay band.

18.3 This Article does not apply to light duty assignments.

## ARTICLE 19 SUBCONTRACTING

- 19.1 Nothing in this Agreement shall be construed to limit the right of the University to contract out bargaining unit work on either a temporary or permanent basis.
- 19.2 In those situations where the University is contemplating the contracting out of services which will result in the layoff of any member of the bargaining unit, the University will provide the Union with at least three months' notice of its proposal to contract out. Such notice shall be in writing. Upon request by the Union, the University will meet and discuss with the Union the proposed subcontracting decision. The Union may present alternatives to the contracting and, as part of the discussions, show how the unit members could perform the work as economically as the proposed contractor. The University retains the right to make the final decision as to whether to go forward with the subcontracting but shall consider the Union's input in good faith.
- 19.3 In addition to the foregoing, the University will notify the Union if a bargaining unit position (identified by a position number) will be permanently filled by a subcontractor. Such notification, however, shall not initiate any further procedures as set forth above.
- 19.4 Employees who lose their job as a result of subcontracting shall be considered laid off in accordance with Article 20, Layoff and Recall.
- 19.5 No company owned by a former employee may be hired as a subcontractor within six months of the employee leaving employment at UVM.

## ARTICLE 20 LAYOFF AND RECALL

- 20.1 Layoff shall be defined as a termination of an employee or employees for reasons other than a voluntary quit or a disciplinary based discharge. 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 10 does not apply to layoff situations.
- 20.2 Employees shall be selected for layoff within the affected classification within the affected department on the basis of a consideration of the following factors:

- a. Seniority
- b. Ability to perform the remaining work
- c. Past Performance

Layoffs shall be by reverse order of seniority unless the University can demonstrate that less senior employees possess special skills necessary to perform the remaining work and/or a less senior employee has a substantially better record of past performance. Seniority, for the purposes of selection shall be measured by continuous service within a classification within a department. It is understood, however, that any probationary employee in an affected classification within a department shall be laid off before any non-probationary employee.

- 20.3 In the event layoffs become necessary, the employees to be laid off shall be given thirty (30) calendar days' notice and a copy thereof shall be delivered to the Union steward in affected areas. Upon receipt of such notice, the Union shall have the right to meet and confer with the University during the notice period and to propose alternatives to layoff. Such proposals shall be considered in good faith by the University.
- 20.4 Employees notified that they are to be laid off may choose to voluntarily accept the layoff or may choose one of the following options. Except as otherwise provided in Section 5, the employee may:

- a. Displace the least senior employee in any bargaining unit classification, same pay band or lower, which the employee has previously held and in the department where that classification was held, or
  - b. Displace the least senior employee in a different classification, same pay band or lower, within the unit in which the affected employee currently works.
  - c. If neither 4a nor 4b is an available option, the affected employee shall displace the least senior custodial or custodial housekeeping position on the shift of the affected employee's choice, depending on whether the employee reports to the Vice Provost for Student Affairs or the Vice President for University Relations and Administration. Employees not falling under the purview of either the Vice Provost for Student Affairs or the Vice President for University Relations and Administration will be able to displace the least senior custodian or custodian/housekeeper on the shift of the affected employee's choice.
- 20.5 It is understood that an affected employee shall have such displacement rights provided the affected employee has more seniority than the displaced employee and provided the affected employee is qualified and has the requisite skills and abilities to perform the position held by the displaced employee.
- 20.6 It is further provided that, under Section 4, the least senior employee will be displaced, as indicated, unless the University can demonstrate that less senior employees possess special skills necessary to perform the remaining work and/or the less senior employee has a substantially better record of past performance.
- 20.7 It is understood that all employees displaced under this process described herein shall have full displacement rights.
- 20.8 Displacement rights must be exercised within five (5) working days of any notification of layoff.
- 20.9 Employees who exercise displacement rights to a lower pay band shall be placed in the same relative position in the new pay band as they were in the previous pay band.
- 20.10 Employees who are laid off shall maintain recall rights for a period of 24 months after their layoff. When a bargaining unit position becomes open and there are former bargaining unit employees still within their recall period, they shall be recalled to that position in the following order:
- a. to the same classification and department from which they were laid off;
  - b. to any vacant position to be filled in the same unit at the same pay band or lower as the position from which they were laid off, provided they are qualified and have the requisite skills and abilities for the position;
  - c. to any vacant bargaining unit classification they previously held and in the department where that classification was held; and
  - d. to any vacant position within the division, if available, same pay band or lower for which the laid off employees are qualified and have the requisite skills and abilities for the position.
- Employees will be recalled under this section based on University seniority.
- 20.11 Recall rights shall terminate if employees on recall decline an offer of employment to a similar position from which they were laid off.
- 20.12 The departments and units, as those terms are used in this Article, are listed in Appendix D.
- 20.13 An employee who is laid off may meet with a representative of Human Resource Services (HRS) to discuss other employment opportunities within the University for which the individual may apply. An employee who is laid off shall have access to up to a total of two (2) workshops, courses, seminars or classes offered by Professional Development and Training, for one year following the effective date of the layoff, at no cost to the laid off employee.

## ARTICLE 21 SAFETY AND HEALTH

- 21.1 The University shall provide employees with safe conditions of work consistent with its obligations under OSHA and any other state, federal or local law or regulation.

The Union agrees to give cooperation and assistance in the prevention, correction and elimination of unhealthy and unsafe working conditions and practices. Nothing in this Article shall preclude employees from filing grievances over unsafe conditions of work.

- 21.2 A joint safety committee consisting of five (5) University representatives and five (5) Union representatives shall be established. The committee will meet on a periodic basis; shall make any recommendations to the University for the purpose of controlling and eliminating unsafe and unsanitary working conditions.
- 21.3 Nothing in this Agreement shall preclude the continuing efforts of the Risk Management Department to eliminate or reduce any health and safety risks.
- 21.4 Whenever an employee accepts a bargaining unit position that requires a different Post-Offer, Pre-Employment (POPE) screening than their current position, the University shall have the right to require that the employee successfully passes a POPE screening for the new position prior to assigning them to the new position.

## ARTICLE 22 UNION ACTIVITIES AND VISITATION

- 22.1 Union business relating to the administration of this Agreement shall generally be conducted by Union stewards on off duty hours. However, stewards shall be permitted to have reasonable time off during the work day to investigate and process grievances under this Agreement, provided such activities do not interfere with employees' responsibilities to perform their assigned duties and provided further that permission is sought from and granted by their supervisor, as well as the supervisor of any employee(s) with whom they are meeting. Permission shall not be unreasonably denied. The Union shall have a maximum of 750 hours of paid investigatory time per fiscal year, of which the Chief Steward shall have a maximum of 100 hours per fiscal year, and any individual steward shall have a maximum of 50 hours per year.
- 22.2 Stewards shall also be permitted to have time off at their normal straight time hourly rate of pay for time spent in attendance at any formal grievance meeting scheduled during their work shift, up to but not including Step 4 of the Grievance and Arbitration Procedure article. The Chief Steward shall be permitted time off at their normal straight time hourly rate of pay for time spent during their normally scheduled shift at arbitration hearings (Step 4 of the Grievance and Arbitration Procedure).
- 22.3 No pay or benefits shall be lost by the grievant or by a reasonable number of witnesses called by either party, or called under subpoena, for the purpose of attending arbitration hearings as witnesses. Witnesses shall only attend hearings at such times and on such dates as they are actually required to give testimony.
- 22.4 Investigatory meetings called by the University, and meetings mutually agreed to by the parties hereto that occur during an employee's work day, will count as hours worked. Unless specifically authorized in advance by the University, time spent in such meetings shall not include overtime. Stewards shall also be permitted to have time off at their normal straight time hourly rate of pay for time spent in incidental meetings of short duration with supervisors to discuss administration of this Agreement.
- 22.5 Members shall be able to attend monthly membership meetings and contract ratification meetings. Members who are regularly scheduled to work during such a meeting shall be allowed to request time off and to use appropriate leave time, which will not be arbitrarily denied in consideration of operational needs of the University. Up to two (2) hours of paid time monthly will be granted to the Union president (or designee) for newsletter distribution and up to two (2) hours of paid time monthly will be granted to a maximum of five (5) Union officers and stewards to attend one union membership meeting per month, and all such hours will be subtracted from the Union's 750-hour maximum per fiscal year.
- 22.6 National representatives of the Union shall have reasonable access to the University's facilities for the purpose of administering this Agreement, provided such visits do not interrupt employees from performing their work responsibilities, or interfere with the effective operation of the University. If such visits occur during work

hours, the representative's visit shall be subject to the same supervisory approval required of stewards under Section 1 provided such approval shall not be unreasonably denied.

- 22.7 Meetings held on University property under Sections 22.1 and 22.2 will, to the greatest extent possible, take place during the non-working time of the employees involved, (for example, during breaks and lunch periods).
- 22.8 On an annual basis, the Union shall furnish the Labor and Employee Relations Manager a list showing the name, Union title and effective date of Union title of all Union stewards, elected officers and grievance committee members, as well as their areas of jurisdiction where relevant, who may be eligible for time off to investigate grievances. Only those employees whose names and titles have been furnished to the Labor and Employee Relations Manager will be allowed absences from work to carry out Union business, subject to the other restrictions of this Article. The Union shall also notify the University if there are changes to the list of representatives.
- 22.9 The University shall designate suitable space in the principal departments where employees work or other locations on campus at which bulletin boards may be erected for Union purposes at Union cost, or the University shall designate reasonable space on existing bulletin boards in the principal departments where employees work or other suitable locations on campus for the use by the Union for postings in accordance with this Article.

Use of bulletin boards shall be restricted to activities of the Union for the following purposes only:

- a. notices of recreational, education and social affairs;
  - b. notices of election of Union officers, stewards and representatives and the results of such elections; and
  - c. notices of Union meetings, events and activities. It is understood that the bulletin boards shall be limited to non-controversial 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 any material derogatory to the Union on University bulletin boards.
- 22.10 The Union may use meeting space arranged with the University for meetings to discuss grievances or other matters dealing with the administration of this Agreement subject to availability of rooms and to other rules and regulations governing the use of campus meeting space. The Union will not be charged for the use of meeting space provided the meeting is for the purpose of discussing grievances and other matters dealing with the administration of this Agreement. However, the Union will be charged for all services associated with meetings held in the University meeting space (such as custodial, trucking of equipment, electrical, PA, etc.)
  - 22.11 At new employee orientations there shall be set aside a time for a representative of the Union to discuss Union membership and the Union contract with all bargaining unit employees in attendance. The Union President, or designee, shall have one hour of paid time per month to attend these orientations. Interpreters will be provided if needed and if available.
  - 22.12 Union stewards shall be granted a total of fifteen (15) minutes paid time once every quarter per calendar year to meet with employees in the stewards' assigned area. It is understood that the Union's chief steward(s) shall be allowed to take a steward's place in any given area. Stewards (or chief stewards) shall be allowed to flex their time in order to attend the meetings. It is understood that bargaining unit members attending such meetings shall be on non-work time.

## ARTICLE 23 PARKING

- 23.1 Unit members shall be subject to the same parking rates, procedures and policies as other University employees who are not subject to collective bargaining, except that the cost of parking permits shall not increase by more than 10% in any fiscal year. This shall include the option, if available pursuant to a lawful qualified plan, of paying for parking in pre-tax dollars. Notwithstanding the foregoing, if the University wishes to make a modification in the current compound-permitted parking policies, it will provide 30 days written notice. Upon request, the University will meet to discuss with the Union the proposed decision. 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.

- 23.2 Custodians who work overtime and are required to move vehicles in order to work overtime, shall be given work time in order to move personal vehicles. Custodians shall be required to move personal vehicles in a timely fashion.
- 23.3 The University will provide an employee with one replacement parking permit for a lost or destroyed permit once during the life of a permit.

#### ARTICLE 24 LICENSES AND CERTIFICATIONS

In any case where an employee's current position has been changed to require a C.D.L. as a condition of continued employment, the University shall pay for the cost of any necessary training to acquire a C.D.L. and shall also pay for the cost of the initial C.D.L.

The University will pay for licenses and certifications required by an employee's job description or as required by management, excluding a basic driver's license. Employees who leave employment after the University has paid for their license and/or certification will be individually responsible for any resulting tax consequences.

#### ARTICLE 25 WORKERS' COMPENSATION

- 25.1 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 basis with third party administration basis at the University's discretion.
- 25.2 The University agrees that a supervisor, upon being advised by an employee of an on the job injury, will complete a First Report of Injury form along with the employee and forward it to the University's 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.
- 25.3 The University will keep First Report of Injury forms, along with an information sheet, which outlines the procedure for submitting a Workers' Compensation claim, at the Risk Management Office.
- 25.4 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. If injured employees 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, they will be compensated at their regular rate of pay for such time. The University will retain the right to have a University-designated physician independently examine such employees and/or confer with their doctor.

Except in emergency situations, employees who are injured on the job must notify their supervisor of a medical follow-up appointment as far in advance as is possible. Employees will make reasonable effort to schedule medical follow-up appointments toward the beginning or end of their work shift, return to work directly after the medical appointment, and provide their supervisor with written evidence of the time and place of the appointment.

- 25.5 Guidelines for Staff Out on Workers' Compensation:
  - a. After two weeks of being out on a Workers' Compensation injury or illness, an employee must apply for a leave of absence. Such leave shall be granted for up to a total of 26 weeks of absence, consistent with medical prognosis and subject to medical verification.
  - b. Employees out on a Workers' Compensation injury or illness will be required, by either the University and/or the Workers' Compensation administrator, to submit documentation of their medical condition on a periodic or as-needed basis.
  - c. Employees out on a Workers' Compensation injury or illness shall normally have their position held for a period of not more than 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 26 weeks, a personal leave of absence must be applied for at least 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 at the end of the medical leave. The University recognizes its obligation to provide individualized consideration to any individual seeking an extension, and any application for such a personal leave shall be granted in the sole discretion of the University, taking into account the employee's medical prognosis, budgetary considerations, the operational needs of the department, and the employee's length of service at the University. Such a request for leave shall not be unreasonably denied.

- 25.6 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 26 LIGHT DUTY

- 26.1 The University may, in its discretion and taking into account the employee's medical prognosis, budgetary consideration, operational needs of the department, and the employee's length of service at the University, establish a temporary modified work program for individual employees out on a Workers' Compensation or non-work-related medical leave designed to provide a temporary work assignment where employees are unable to perform their normal work. The University shall exercise its discretion under this section in a reasonable manner.
- 26.2 With appropriate medical documentation, as reasonably acceptable to the University Office of Human Resources, regarding the need to work in a limited capacity, an employee may be approved light duty assignment for a period of up to five (5) months in a rolling twelve-month period beginning when the light duty assignment is first made. Light duty assignments may be continued for a greater amount of time at the discretion of the University. In making its decision, the University recognizes its obligation to provide individualized consideration to any individual affected, and will take into account the employee's continuing medical prognosis, budgetary considerations, the operational needs of the department, and the employee's length of service at the University. If after taking into account the considerations just recited, the University decides it can no longer continue the light duty assignment, the University shall give 30 days' written notice to the employee and the Union of the University's intention to end the light duty assignment. The Union shall have the right to meet and confer with the University and to propose alternatives to ending the light duty assignment. Such proposals shall be considered in good faith by the University.
- 26.3 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.
- 26.4 If an employee works under temporary or modified conditions (light duty) in a different classification than the employee's regular classification, the employee shall earn the rate of the pay of the appropriate classification for the light duty work (or a rate of pay as required by Vermont Workers' Compensation law, whichever is more). Notwithstanding the above, it is understood that an employee may refuse a light duty assignment if such assignment would result in a loss of the regular hourly rate of pay. However, if an employee on a Workers' Compensation injury or illness fails to accept a modified work assignment which has been deemed acceptable in light of the employee's restrictions by a treating physician, that employee may compromise continuance of Workers' Compensation payments.

## ARTICLE 27 MEDICAL LEAVE ACCRUAL AND LEAVE USAGE

### 27.1 ACCRUAL OF PAID MEDICAL LEAVE

- a. Paid medical leave is earned on a monthly basis and is calculated from the employee's starting day of employment. Medical leave may not be taken before it is earned except new employees are credited with an immediate accumulation of twelve (12) days of medical leave. No additional medical leave is earned until the thirteenth (13th) month of employment at which time an employee shall accrue medical leave on a monthly basis.

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

## 27.2 USE OF MEDICAL LEAVE

- a. Paid medical leave is to be used in cases where the employee is absent from work:
- 1) due to illness or injury of self or of a member of the employee's immediate family;
  - 2) in order to attend medical or dental appointments for the employee or for a member of the employee's immediate family;
  - 3) in order to actively care for a seriously ill immediate family member;
  - 4) due to a disability caused by childbearing (providing a doctor certifies inability to perform the job) or;
  - 5) in order to care for a newborn baby at home with an illness or medical complications.

An immediate family member is defined as a spouse (which also includes a partner in a civil union), child or stepchild, foster child, ward, the employee's parent or stepparent and parent or stepparent of the employee's spouse or partner to a civil union.

- b. In all cases in which an employee is out on medical leave for five (5) consecutive working days, a physician's statement will be required. The University may also require a physician's statement for a reasonable period in cases where the employee has a prior disciplinary record for abuse of sick leave (which may include excessive absenteeism) or in other cases where there are reasonable grounds to believe that the employee is abusing sick leave. The University may also ask employees to present a certification of fitness to return to work from any medical leave, including FMLA and Vermont Parental and Family leaves outlined in Section 27.3 below. Employees shall not be required to provide a physician's statement in order to take a parental leave.

The University in its discretion may also ask for an independent medical examination in appropriate cases at any time whether or not the employee is actively employed or is returning from a leave. The University may select the physician or health care provider and will pay for the costs of any such examination.

- c. Probationary employees who use medical leave may have their probationary period extended by a number of days equal to the number of medical leave days used during the probationary period. In such cases the Union shall be notified.
- d. Records of medical leave earned and used shall be kept by the supervisor on the University's electronic record-keeping systems. These records will be periodically reviewed by the employee, supervisor and the Department Manager or designee. Employees may review their leave accrual electronically.
- e. 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 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 retirement plan, vacation and medical leave will not accrue, and tuition remission will not be available, except for the employee's dependent children.
- f. 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, a personal leave of absence must be applied for 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 at the end of the medical leave. Any application for such a personal leave shall be granted in the sole discretion of the University, taking into account the employee's medical prognosis, budgetary

considerations, the operational needs of the department, and the employee's length of service at the University. Such a request for a leave shall not be unreasonably denied.

- g. At the time employees commence leave expected to last more than two (2) weeks, the University shall notify them in writing of their eligibility for statutorily-protected leave. Such notice shall also inform employees that their position shall be held for a period of not more than twenty-six (26) weeks, shall specify the date which marks the end of the twenty-six (26) week period, and shall inform them of their right to apply for personal leave if they are unable to return to work within twenty-six (26) weeks. A copy of such notice shall be provided to the Union at the time it is provided to the employee. Notwithstanding the foregoing, moreover, it is understood that the Request for Leave of Absence form shall be considered the official record which documents the request for a leave of absence.

### **27.3 STATUTORILY PROTECTED MEDICAL, PARENTAL AND FAMILY LEAVES**

- a. Concurrent with the above described benefits, federal and state laws provide for certain protected employee leaves. Whether the employee may elect paid leave for statutorily protected leave depends on whether the employee has accrued medical leave as set forth above, or other eligible accrued paid leave as provided in this Agreement. Under the federal and state statutes, eligible employees as defined by the statutes are entitled to receive up to twelve (12) weeks of leave during a twelve (12) month period for the birth of a child and to care for such child, during pregnancy for female employees, for the placement of a child for adoption or foster care, to care for a child, stepchild, foster child, ward, spouse, civil union partner or a parent or parent-in-law with a serious health condition or when the employee is unable to work because of a serious health condition in accordance with the eligibility requirements and other provisions of the statutes.

Employees requesting an FMLA and/or Vermont Parental and Family Leave must give thirty (30) days advance notice to their department when leave is foreseeable for the birth or placement of a child for adoption or foster care or planned medical treatment. When it is not practicable to provide such notice, such notice shall be given as soon as practicable, ordinarily within one or two business days of when the employee learns of the need for the leave. The University may also designate appropriate medical absences as FMLA and/or Vermont Parental and Family Leave in accordance with those statutes. A summary of state statutes is contained in Appendix H.

- b. The twelve (12) month period for determining the eligibility for twelve (12) weeks of FMLA/Vermont Parental and Family Leave shall be based upon the "rolling calendar year" method, measured backward from the date an employee uses any such leave. Under this method, each time an employee takes such leave, the remaining leave would be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months. Employees on such leave have the option of using any paid medical, vacation or personal leave they may have, in accordance with the terms of those leave policies.
- c. The University may ask for medical certification in cases where the leave requested is due to the employee's own serious health condition or where the leave is requested for the care of a spouse, civil union partner, child, stepchild, foster child, ward, parent, or parent-in-law with a serious health condition with an indication that the employee is needed to care for the family member. Subsequent re-certifications to support continuing federal and/or state leave may be required on a reasonable basis. Certification from a health care provider shall not be required for Vermont parental leave.
- d. When paid vacation, medical leave or personal days are used in conjunction with an FMLA and/or Vermont Parental and Family Leave, the employee's share of health care and other benefit premiums will be paid for as customarily provided for paid leaves of absence. In the event the FMLA and/or Vermont Parental and Family Leave is unpaid, the employee will be given a thirty (30) day grace period beginning on the first day of the leave to pay their share of health and dental benefit premiums. The amount of this share shall be equal to the share paid by employees who are not on leave.
- e. An employee on an unpaid FMLA and/or Vermont Parental and Family Leave shall not accumulate vacation or medical leave during the period of absence. An employee who takes an FMLA and/or

Vermont Parental and Family Leave shall be entitled to be restored to the same position or an equivalent position upon return from the leave.

- f. This Section 27.3 attempts to summarize the applicable federal and state statutory family, medical and parental leaves required by law. To the extent that any part of Section 27.3 is inconsistent with the then-current federal or state leave laws, such laws shall apply. In short, the University will comply with all applicable federal and state statutes pertaining to medical and other leaves, as they may be modified from time to time.

#### 27.4 MISCELLANEOUS

- a. Payment will not be made for any accumulated, unused medical leave for employees who terminate employment with the University.
- b. An employee with three (3) or more years of continuous service who is reemployed by the University in another regular position within two (2) years of the original separation (except in cases of termination for cause) shall have medical leave that accumulated, but was not used at the time of termination, returned to the employee.

### ARTICLE 27A — SHORT-TERM FAMILY LEAVE

- 27A.1 In accordance with Vermont statute, an employee shall be entitled to take unpaid leave not to exceed four hours in any 30-day period and not to exceed 24 hours in any 12-month period. An employee must take such leave in a minimum of two-hour segments and such leave may be taken for any of the following purposes:
  - a. To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child or ward who lives with the employee, such as a parent-teacher conference.
  - b. To attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse, civil union partner or parent-in-law to routine medical or dental appointments.
  - c. To accompany the employee's parent, spouse, civil union partner or parent-in-law to other appointments for professional services related to their care and well-being.
  - d. To respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse, civil union partner or parent-in-law.
- 27A.2 Employees shall make a reasonable attempt to schedule appointments for which leave may be taken outside of regular work hours. In order to take the leave set forth in this article, employees shall provide their supervisor with the earliest possible notice, but in no case later than seven (7) days before leave is to be taken, except in the case of an emergency. For this Article, an "emergency" means circumstances where the required seven day notice could have significant adverse impact on the family member of the employee.
- 27A.3 At the employee's discretion, the employee may use accrued paid leave, including vacation, compensatory time and personal leave. An employee may only use accrued medical leave for short-term leave described in this Article if the short-term leave is for subsections b, c, and d contained in Section 1 above or for a permitted reason set forth in Section II of Article 27 of this Agreement.
- 27A.4 This Article attempts to summarize the applicable Vermont short-term family leave required by law. To the extent that any part of this Article is inconsistent with the then-current federal or state leave laws, such law shall apply. In short, the University will comply with all applicable federal and state statutes pertaining to short-term family leave, as they may be modified from time to time.

## ARTICLE 28 PARTIAL LEAVES TO CARE FOR FAMILY MEMBERS

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

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

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

28.3 The following conditions apply for all partial leaves approved:

- a. The maximum reduction in FTE will be 50%.
- b. Salary during the leave will be pro-rated based on the FTE.
- c. The length of the partial leave will normally be limited to two years. If the leave is longer than one year, the circumstances of the leave will be reviewed annually to establish if it is appropriate for the leave to continue.
- d. The terms and conditions of employment during the partial leave will be 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 leave.
- 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 at the level of coverage identical to the pre-leave insurance face value and employees 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 leave began.
- j. Tuition remission for the employee shall be provided for part-time staff.

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

## ARTICLE 29 BEREAVEMENT LEAVE

- 29.1 An employee is entitled to three (3) days of paid bereavement leave for deaths within the immediate family. Immediate family is defined to include your spouse or civil union partner and all of the following individuals:
- Child\*/Stepchild\*/Foster Child\*
  - Individuals living in your household
  - Parent\*\*/Stepparent\*\*/Parent of your Children\*\*
  - Aunt\*\*/Uncle\*\*/Niece\*\*/Nephew\*\*
  - (Step)sister or (step)sister-in-law\*\*/(step)brother or (step)brother-in-law\*\*
  - Grandparent\*\*/Grandchild\*\*
- \* or their spouse/civil union partner
- \*\* of either you or your spouse/civil union partner
- 29.2 An additional three (3) days of paid bereavement leave will be granted upon the loss of a spouse, civil union partner, child or stepchild, grandchild, parent or stepparent. An additional two (2) days of paid bereavement leave will also be granted upon the loss of a brother or sister if the employee needs to be involved in making funeral arrangements, settling the estate, or for other appropriate reasons.
- 29.3 An employee may request additional time off without pay. Such a request may be approved at the discretion of the supervisor. An employee may also request the use of vacation, compensatory, or personal days, or time off without pay, for deaths outside of the immediate family. Such a request may be approved at the discretion of the supervisor.
- 29.4 If bereavement leave is used during the employee's probationary period, probation may be extended by the length of the leave.
- 29.5 If the death in the immediate family occurs while the employee is on vacation or other paid leave, the three or five days will be charged as bereavement leave, not as other paid time off.
- 29.6 It is understood that employees who suffer physiologically or psychologically as a result of bereavement may use medical leave during a period of mourning. An employee who uses medical leave in excess of five (5) consecutive days may be required to provide a doctor's statement or the statement of another appropriate professional indicating the need to extend the leave.
- 29.7 When requesting bereavement leave, all employees will submit to their supervisor the name of the deceased, the relationship of the deceased to the employee, and when the death occurred. Bereavement leave shall not be unreasonably denied. Documentation shall not generally be required for this leave, except in cases where an employee has a prior disciplinary record for abuse of leave, or in other cases where there are reasonable grounds to believe that an employee is abusing bereavement leave.

## ARTICLE 30 VACATIONS

- 30.1 Vacation is earned on a monthly basis calculated from the employee's starting date of employment. Vacation time may not be taken before it is earned.
- 30.2 Vacations shall be earned in accordance with the following schedule for those working full-time, 100% FTE:

<b>0 to 4 Years</b>	10 days per year; 6.667 hours per month for 40 hour/week employees; 6.25 hours per month for 37.5 hour/week employees
<b>5 to 9 Years</b>	15 days per year; 10 hours per month for 40 hour/week employees; 9.375 hours per month for 37.5 hour/week employees

<b>10 to 12 Years</b>	20 days per year; 13.333 hours per month for 40 hour/week employees; 12.5 hours per month for 37.5 hour/week employees
<b>13 to 15 Years</b>	21 days per year; 14 hours per month for 40 hour/week employees; 13.125 hours per month for 37.5 hour/week employees
<b>16 to 20 Years</b>	22 days per year; 14.667 hours per month for 40 hour/week employees; 13.75 hours per month for 37.5 hour/week employee
<b>21 to 24 Years</b>	24 days per year; 16 hours per month for 40 hour/week employees; 15 hours per month for 37.5 hour/week employees
<b>25 or More Years</b>	25 days per year; 16.667 hours per month for 40 hour/week employees; 15.625 hours per month for 37.5 hour/week employees

#### VACATION ACCRUAL RATES AND MAXIMUM CARRYOVER FOR 40 HR/WK EMPLOYEES

<b>Yrs. of Service</b>	<b>Earned Per Month</b>		<b>Earned Per Year</b>		<b>Max. Carryover</b>	
	Hours	Days	Hours	Days	Hours	Days
<b>0-4</b>	6.667	0.833	80	10	160	20
<b>5-9</b>	10	1.25	120	15	240	30
<b>10-12</b>	13.333	1.666	160	20	320	40
<b>13-15</b>	14	1.75	168	21	336	42
<b>16-20</b>	14.667	1.833	176	22	352	44
<b>21-24</b>	16	2	192	24	384	48
<b>25 or more</b>	16.667	2.083	100	25	400	50

#### VACATION ACCRUAL RATES AND MAXIMUM CARRYOVER FOR 37.5 HR/WK EMPLOYEES

<b>Yrs. of Service</b>	<b>Earned Per Month</b>		<b>Earned Per Year</b>		<b>Max. Carryover</b>	
	Hours	Days	Hours	Days	Hours	Days
<b>0-4</b>	6.25	0.833	75	10	150	20
<b>5-9</b>	9.375	1.25	112.50	15	225	30
<b>10-12</b>	12.5	1.666	150	20	300	40
<b>13-15</b>	13.125	1.75	157.50	21	315	42
<b>16/20</b>	13.75	1.833	165	22	330	44
<b>21-24</b>	15	2	180	24	360	48
<b>25 or more</b>	15.625	2.083	187.50	25	375	50

If employees are working full-time, but on a nine (9), ten (10), or eleven (11) month basis, they shall earn vacation time in accordance with the above schedule; however, no vacation shall accrue in the months not worked. If employees are working less than 100% full time equivalency, their monthly accrual would be equal to the appropriate hours earned per month from the above schedule multiplied by their full time equivalency percentage. A vacation day will be eight (8) hours of time for those employees who regularly work a forty (40) hour week and seven and a half (7.5) hours of time for those employees who regularly work a thirty-seven and a half (37.5) hour week.

- 30.3 Vacation requests should be made with as much notice as possible. Vacation time must be approved by the supervisor, who in making the decision, shall attempt to schedule vacations in the most equitable manner possible. Supervisors shall respond in writing to an employee's vacation request as soon as possible, but normally no more than two (2) weeks after the request was made, absent extenuating circumstances. The supervisor also has the right to block a reasonable amount of time during the year when, for operational needs, vacations may not be taken by employees in the department; however, no individual employee shall have more than six (6) weeks of such time blocked per calendar year. Exceptions will normally be made if an employee has a wedding, funeral, commencement or similar event to attend.
- 30.4 Employees may carry over vacation time into the following year. However, the maximum number of vacation days that can accumulate cannot exceed twice the yearly allocation for an employee in accordance with the schedule in Section 2. Any time over that amount shall be forfeited unless the employee has requested and been denied vacation time by the supervisor. In departments where the total vacation time carried forward becomes an excessive liability due to budgetary or operational considerations, supervisors may require that employees use their vacation accruals, so long as such requirements are reasonable and equitable.
- 30.5 Probationary employees shall accrue but cannot take earned vacation time during their probationary period. Probationary employees who resign or are terminated during probationary period, he or she will be paid for any earned vacation time.  
Vacation time will accrue during a paid leave, but not during an unpaid leave.
- 30.6 Beginning July 1, 2021, vacation accruals will not be paid out upon termination.

#### ARTICLE 31 PERSONAL DAYS

- 31.1 Full-time employees who have completed their probationary period may take two paid personal days during each year of service based on their anniversary date of employment. A personal day is eight (8) hours for an employee who regularly works a 40 hour week and seven and a half (7.5) hours for an employee who regularly works a 37.5-hour week. Employees with fifteen (15) years of service shall receive three (3) personal days a year. Employees with twenty (20) years of service shall receive four (4) personal days a year.
- 31.2 Personal days may not be carried forward from year to year and will be forfeited if not taken prior to the employee's anniversary date.
- 31.3 Employees who want to take a personal day must submit a request to their supervisor with as much notice as possible, unless there is an emergency and notice cannot be given. Employees shall not generally be required to state the reason for the leave request. Requests to utilize a personal day must be approved by the supervisor, who may deny approval based on scheduling needs. Supervisors shall not unreasonably deny such requests.
- 31.4 Personal time may be taken in fifteen (15) minute increments. Employees taking a partial personal day shall notify their supervisor as soon as possible. Supervisors shall not unreasonably deny partial personal day requests.

## ARTICLE 32 HOLIDAYS

- 32.1 The following shall be observed as holidays:

One-half day before New Year's Day  
New Year's Day  
Martin Luther King, Jr.'s Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
One-half day before Christmas Day  
Christmas Day  
Floating Holiday  
Two Cultural Holidays

With the exception of the Cultural Holidays, the University shall designate on which exact date such holidays will be observed for each year.

- 32.2 The Cultural Holidays listed above may be taken at any time designated by the employee. Employees shall declare their Cultural Holidays prior to November 30 of each preceding calendar year.
- 32.3 Employees may also declare one (1) additional cultural holiday, for a total of three (3) per calendar year. Such declaration shall be made prior to November 30 of each calendar year. It is understood that employees shall not be paid for this additional cultural holiday unless the employee designates this holiday as a personal day, vacation day or other paid time off.
- 32.4 Employees who work on an observed holiday as listed in Section 1 shall have the following options:
- The employee may elect to receive time and a half for all hours worked plus regular straight time pay of either 7.5 or 8 hours depending on whether the employee is a 37.5 or 40 hour per week employee.
  - The employee may elect to receive time and a half for all hours worked plus either 7.5 or 8 hours (depending on whether the employee is 37.5 or 40 hour per week employee) of compensatory time.
  - Employees and supervisors may arrange some variation or combination of the above options. The final decision as to whether to use some other variation or combination shall rest with the supervisor and cannot be grieved.
  - Any compensatory time taken in accordance with the provisions of this Article shall be in addition to any compensatory time accumulated in accordance with Article 14, Hours of Work and Overtime, contained herein.
- 32.5 For employees working less than 100% FTE, their holiday pay will be determined by multiplying their regular daily hours by their FTE percentage.
- 32.6 Probationary employees are eligible for holiday pay.
- 32.7 Holidays that fall during an employee's scheduled vacation or during medical leave shall not count as a day of vacation or medical leave.
- 32.8 If an employee is not regularly scheduled to work on a holiday, the employee will have the next regularly scheduled day off with 7.5 or 8 hours pay (depending on whether the employee is a 37.5- or 40-hour per week employee). Under such circumstances, if such employee then works on the next scheduled day following the holiday under this section, such employee shall have all the options described in Section 4 contained herein.
- 32.9 All the provisions contained herein shall apply to employees who are regularly scheduled to work 10 hours per day except that such employees (who shall receive 8 hours of holiday pay) may also elect to use two hours of vacation time, personal time or other paid time off to total 10 hours of pay for the holiday or may schedule two hours of work at straight time rates within the same work week.

32.10 Prior to the University deciding upon the calendar for a given year, the Union may provide, by June 1, a recommendation on when a floating holiday should be celebrated, which the University will take under advisement. However, if the University determines that the floating holiday shall be designated on a day other than the half-day before New Year's Day and the half- day before Christmas Day, it is understood that employees may divide their cultural holiday into 2 day increments and take the half-day before New Year's Day and the half-day before Christmas Day.

## ARTICLE 33 UNION LEAVE

- 33.1 At the request of the Union, three (3) employees shall be granted an unpaid leave of absence to attend regional council meetings three (3) times per year (6 days total for each employee) and four (4) employees shall be granted an unpaid leave of up to five (5) days (5 days total for each employee) every other year to attend the Union's biennial convention. Employees who plan to attend such meetings or convention must submit their request for the use of such time to the supervisor at least forty-five (45) days in advance for conventions, and thirty (30) days in advance for regional meetings. If such requests are for two (2) or more employees, these requests may be denied to individual employees based upon the operational needs of the employee's department, but otherwise shall not be unreasonably denied.
- 33.2 It is understood that two (2) employees of the Union's choosing shall be granted leave to attend regional meetings and three (3) employees of the Union's choosing shall be granted leave to attend the biennial convention, with the exception that if employees seeking to attend the biennial convention are from the same Unit (as described in Appendix D of this Agreement), Management reserves the right to approve only one leave request of the Union's choosing. If the Union believes a request was unreasonably denied and decides to grieve the denial, it is understood that the grievance procedure shall commence at Step 3. Any additional Union leave shall be applied for in accordance with the same procedures, conditions and benefits as for other unpaid personal leaves of absence and shall not be unreasonably denied.

## ARTICLE 34 PERSONAL LEAVES OF ABSENCE

- 34.1 All employees who are at least fifty percent (50%) full-time equivalency shall be eligible to apply for a personal leave of absence without pay for up to one year. Taking into account budgetary considerations and the operational needs of the department, such requests shall not be unreasonably denied. No leave may be approved unless there is a reasonable expectation that the position will be available upon return.
- 34.2 Personal leaves shall ordinarily not be granted for periods of more than one (1) year. Leave requests for more than one (1) year will require an additional separate application to be submitted at least one (1) month before the end of the original one year leave.
- 34.3 During personal leaves, employees may continue their participation in the University insurance plans, provided they pay the full cost of such insurance coverage (unless the leave is for less than thirty (30) days). During such leaves, the University will not contribute to the retirement plan; vacation and medical leave will not accrue and tuition remission will not be available, except for employee's dependent children. Seniority shall accrue during such leaves.
- 34.4 Requests for personal leaves of less than two (2) weeks may be made verbally.

## ARTICLE 35 JURY DUTY

- 35.1 Employees called to jury duty will receive full pay for 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.
- 35.2 An employee serving on a jury must submit evidence of such service in order to be paid upon completion of jury duty.

35.3 Employees who are called to jury duty but are not chosen to serve as a juror 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.

## ARTICLE 36 MILITARY SERVICE

- 36.1 The University will comply with all federal law governing military service, including military leaves of absence, as required by the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA, 38 U.S.C., Sections 4301-4326) and any other pertinent legislation. Service men and women and their families are also covered by expanded leave rights under the amended Family and Medical Leave Act (FMLA), as provided under federal legislation.
- 36.2 For required short-term summer National Guard or military reserve duty, the University will continue to pay employees their normal salary, not to exceed ten work days annually, provided they have completed their initial probationary period. If an employee has not yet completed probation, time off will be granted without University pay. The period of time during the employee's absence for military duty will not count toward completion of probation.
- 36.3 National Guard or Reserve units ordered to duty by the Governor of Vermont or the President of the United States will not interrupt regular salary or hourly payments from the University, provided that the total number of days involved in the emergency call-out is not more than ten working days during the year. If temporary military service due to emergency call-out exceeds ten days in any year, the employee will be placed on non-paid leave status. If the employee has not completed probationary status, time-off will be granted for the call-out but without University hourly payments.  
During periods of temporary military duty, limited to ten days of mandatory annual training and ten days of emergency service in any year, all fringe benefits for which the employee is eligible will continue with appropriate University and employee contributions.
- 36.4 If an employee leaves the University to join the armed forces or to attend mandatory training for the National Guard or military reserves, the employee's pay will cease as of the last day of employment. Benefits will cease within the policies for termination. Employment rights upon return from active duty will be as required by USERRA and any other pertinent legislation.

## ARTICLE 37 VOLUNTEER EMERGENCY SERVICE

Employees who serve as a community fire fighter, rescue squad member or auxiliary police person who are called from or delayed in reporting to work because of an emergency, shall be paid their straight time hourly rate while absent. Employees shall notify their immediate supervisor if they intend to become a member of such an emergency organization. The supervisor does have the discretion to deny such volunteer emergency service if it conflicts with the requirements of the employee's service with the University.

## ARTICLE 38 TIME OFF FOR UVM BLOOD DRIVES

Employees who donate blood during the annual University-sponsored blood drive or during other times of the year will receive their regular rate of pay for the time off required to make the blood donation. Employees shall notify their immediate supervisor in advance of the date and time for the donation. The normal authorized absence for a blood donation is two (2) hours. If more time is needed, it must be approved by the supervisor. Upon return to work, the supervisor may request that the employee show proof of the blood donation.

## ARTICLE 39 TOWN MEETING

Employees who reside in towns with town meetings may be granted time off without loss of pay to attend such meetings if they are conducted during their normal work schedule. Employees must obtain permission from their supervisor. Taking into account budgetary considerations and the operational needs of the department, the supervisor shall not unreasonably deny such time off. Proof of attendance shall not be required unless the University reasonably suspects abuse.

## ARTICLE 40 EDUCATIONAL AND DEVELOPMENT LEAVE

The University encourages participation in programs that develop and advance the employee's job-related skills and knowledge, enhance job performance or prepare the employee for advancements in University employment.

- 40.1 Following completion of probation, an employee may be eligible for a leave of two weeks or more with pay for developing or increasing skills and abilities that will be 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.
- 40.2 Employees shall apply for the leave to their Department Manager at least six months in advance if possible. Employees must show the relevance of the program of study to their employment. The Department Manager or designee has the discretion to grant or deny the leave, taking into account the employee's application, operational needs of the department, and fiscal considerations. Such leave shall not be unreasonably denied. If granted the leave, the employee must return to the University for a time equal to the length of the leave or must reimburse the University for the value of the leave.
- 40.3 If the employee receives outside income as a result of a paid internship, scholarship or grant, such income must be reported to the University and the amount received will be deducted from the salary paid to the employee by the University. However, employees who anticipate unusual expenses directly related to the objectives of their leave, such as additional living expenses, may request permission to not have the salary reduced by the amount of the full outside income.
- 40.4 To be eligible for a leave of more than two months, the employee must have at least six years of continuous service at half-time or more. Such leaves shall not exceed more than ten months except in rare instances where they may be granted for up to a year. Such a leave shall not be granted more than once every six years.

## ARTICLE 41 BENEFITS

### 41.1 ELIGIBILITY

Unless otherwise indicated, employees will be eligible for benefits under this Article in accordance with the eligibility grid attached hereto as Appendix A. For those employees who are otherwise eligible, medical benefits coverage under this article will begin on the first day of employment, 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 thirty (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 for the dependents of bargaining unit members. For medical coverage purposes, qualified dependent children are covered until the end of the month of their 26<sup>th</sup> birthday, however for dependent dental and life insurance, qualified dependent children are covered until the end of the month of their 19<sup>th</sup> birthday or marriage, whichever occurs first. Eligibility for dependent dental and life insurance may be extended beyond a child's 19<sup>th</sup> birthday to their 26<sup>th</sup> birthday, as long as the child is otherwise eligible and is a full-time student.

#### 41.2 HEALTH INSURANCE

- a. Employees who are eligible for health insurance may select one of the following University health insurance plans during designated open enrollment periods:
  - 1) Blue Cross Blue Shield of Vermont Health Partnership Open Access (VHP)
  - 2) Waiver of Medical Coverage
- b. 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 also retains the right to become self-insured provided only that the University notify the Union at least 30 days in advance of such a change. Such change in carriers or administrators shall not result in substantial changes in coverage nor shall it adversely affect the employees' internal copayments or deductibles as summarized in Appendix F. Nothing shall preclude the University from also adding other health insurance options at any time.
- c. Effective January 1, 2022, all full-time employees in Groups A, B, or C shall contribute to the premium costs of Health Insurance in accordance with the following schedule:
  - 1) Employees whose base hourly wage rate is between \$15.00 per hour and \$18.99 per hour shall pay 12% of the premium rate and the University shall pay 88% of the premium.
  - 2) Employees whose base hourly wage rate is between \$19.00 per hour and \$23.99 per hour shall pay 14.40% of the premium rate and the University shall pay 85.60% of the premium.
  - 3) Employees whose base hourly wage rate is between \$24.00 per hour and \$28.99 per hour shall pay 16.80% of the premium rate and the University shall pay 83.20% of the premium
  - 4) Employees whose base hourly wage rate is \$29.00 per hour or more shall pay 19.20% of the premium rate and the University shall pay 80.80% of the premium.
- d. Regular part-time employees who are in Groups D, E, or F must pay the full premium cost of coverage during their first year of employment. After that, employees shall pay a percentage of the premium rate in proportion to their FTE status. For example, an employee who is working 60% will pay 40% of the premium cost of single, two-person or family plan coverage. In no event, however, will the employee pay less than a 14% premium contribution rate.
- e. The contribution levels referred to in b above do not include internal copayments, deductibles or other costs which are part of the plan. Details about the University's health plan, including out-of-pocket limits, internal copayments, deductibles or other costs associated with such plan are available through Human Resource Services and in summary form in Appendix F of this Agreement.
- f. Full-time employees may waive their health insurance, if they are already covered by another employer's group health insurance plan. The option is available only to full-time employees who have other group health insurance through a spouse who is employed by an employer other than the University. The University will pay \$1,000 to any full-time employee with two-person or family coverage who certifies that they and their dependents are covered by non-University group health insurance and who waive University coverage. Employees who elect to waive medical insurance coverage, are required to complete an annual written certification form each year during the benefits open enrollment period. Employees who fail to provide the required annual certification will be ineligible for the waiver payment.
- g. There is no "split membership" option for medical insurance coverage.

**41.3 DENTAL INSURANCE**

- a. The University will provide full-time employees in Groups A, B, or C with dental insurance for the employee and their dependents at no cost. The University will provide regular part-time employees in Groups D, E, or F with dental insurance for the employee and their dependents on a prorated basis, with the University paying for the insurance at a rate equal to the employee's FTE.
- b. Dental insurance is provided six months after hire for full-time employees and one year after hire for regular part-time employees.
- c. Deductibles and copayments are as prescribed in the UVM dental insurance plan.
- d. The University may change in its discretion the carrier or the administrator of such plans, provided only that the University shall notify the Union 30 days in advance of any such changes. Such change in carriers or administrators shall not result in substantial changes in coverage nor shall it adversely affect the unit members' internal copayments or deductibles.
- e. Employees may enroll in the High Option Plan from Northeast Delta Dental. Full-time employees in Groups A, B, or C, as described in Appendix A of this Agreement, who choose to enroll in the High Option Plan will pay the difference between the Base Plan and the High Option Plan. Regular part-time employees in Groups D, E, or F, as described in Appendix A of this 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.

**ARTICLE 42 SHORT-TERM AND LONG-TERM DISABILITY**

- 42.1 Employees in benefit groups A, B, or C are covered by the University's short-term disability program after four months of continuous service at no cost. Employees not in these groups are not eligible for the short-term disability plan.
- 42.2 The plan provides an income for up to 26 weeks if the employee retires due to a total and permanent disability.
- 42.3 To be considered totally and permanently disabled, the employee must be qualified as such by the Social Security Administration and by the long-term disability carrier, if the employee is covered by long-term disability.
- 42.4 This total and permanent disability plan does not apply to partial or temporary disabilities. Absences caused by such disabilities would only be covered by accrued medical leave, vacation or personal days, or compensatory time.
- 42.5 The 26 weeks of short-term disability benefits will be reduced by the amount of accrued vacation, personal days, compensatory time and medical leave the employee has earned which are paid at 100% of the gross straight time salary. The weekly amount would also be reduced by any amount received from Workers' Compensation.
- 42.6 The benefit period begins on the first day if absence is caused by illness or injury that is eventually determined to be totally and permanently disabling. The benefits extend for a maximum of 26 weeks and are based on length of service as follows:
  - a. four months but less than two years of service: 50% of gross straight time income
  - b. two years but less than three years of service: 70% of gross straight time income
  - c. three or more years of service: 90% of gross straight time income
- 42.7 Before any disability benefits are made available, the employee must complete appropriate applications and the employee's physician must certify that a total or permanent disability exists. The University may also ask for an independent medical examination.

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

- 42.8 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. Employees will continue to pay their share of the premium(s).
- 42.9 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 employees are not in these Groups, they are not eligible for long-term disability.

This coverage provides monthly income up to age 65 starting six months after the employee becomes totally disabled as defined by the long-term disability carrier. Long-term disability coverage provides employees with a monthly income beginning six months after they become totally disabled or cannot perform all of the duties of their normal occupation due to illness, bodily injury or other disabling circumstances. Employees may also qualify for partial disability payments when they are physically capable of working part time. After 30 months of disability, employees 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 benefits group A, B or C.

- 42.10 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. Employees 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 (5) years.

- 42.11 Employees may choose between two types of coverage:
    - a. Basic Coverage: Pays 60% of salary with a \$6,000 monthly maximum. Employees pay a 30% copayment of premium.
    - b. Optional Coverage: Pays 70% of salary with a \$7,000 monthly maximum. Employees pay the difference between this option and the cost of basic coverage. Compensation under these plans may be reduced by payments from other sources such as Workers' Compensation and Social Security. The total amount of compensation from all sources under these plans will be 60 or 70% of monthly income depending on the plan selected. The total monthly benefit will not exceed \$6,000 or \$7,000 depending on whether the optional coverage is in effect. Payments begin on the first of the month after the employee had become totally disabled for six months. After 42 months of continuous disability, monthly payments will be increased 3% annually or by the Consumer Price Index if lower.

- 42.12 If the employee becomes totally disabled before age 60, the disability payments will continue until the disability ceases or until the employee reaches age 65, whichever is first. If the disability occurs after age 60, but before age 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 TIAA-CREF retirement plan as of the date of the disability. Employees must be enrolled in the UVM retirement plan, and receiving University contributions, before they became disabled to be eligible for this payment. Beginning 42 months after the employee's disability, the retirement contributions will be increased by 3% annually, or by the Consumer Price Index, if lower. The retirement benefits may begin at the employee's option once disability benefits cease. If the employee is enrolled in the Prudential or Fidelity retirement plans on the date of the disability, continuing contributions may be required and such contributions must be directed to a TIAA-CREF annuity account.

- 42.13 While employees are disabled, they will still be required to pay premiums for insurance coverage for themselves and their dependents. While the employee is totally disabled and receiving benefits from either the long-term disability carrier or Social Security disability, their medical and dental insurance premiums are paid by the University at the same rate as for an active employee in benefit groups A, B, or C, during the time the employee receives disability benefits. The University reserves the right to require additional proof of a qualifying disability, including independent medical examinations.
- 42.14 If any employee in benefit groups D, E, or F is covered by the University's insurance plans and qualifies for disability, their premiums will be paid by the University on the same pro-rated basis as before the disability.
- 42.15 If the employee should die while receiving disability benefits, the University will continue to provide health insurance which 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 employees surviving dependents would be able to continue coverage under COBRA for 36 months beginning on the date following the one month rule above.
- 42.16 If the employee should die while retired, or while the employee is receiving disability benefits, after qualifying for post-retirement benefits, the University will continue to pay for health and dental insurance for the employee's surviving spouse and eligible dependents on the same basis as before the employee's death for 24 months. After 24 months dental coverage will end. The surviving spouse may continue dental coverage through COBRA by paying the COBRA premium for up to thirty-six (36) months. The surviving spouse may continue to remain insured in the University's medical insurance plan by paying fifty (50%) of the cost providing coverage.
- 42.17 Employees may also purchase additional short-term disability insurance to supplement wages lost due to injury or illness not covered by the University-provided plan. It is understood that the University shall deduct the cost of any such plan from an employee's pay check provided the employee makes such a request.

This is not a University-sponsored plan and all matters regarding coverage, eligibility and claims are within the exclusive control of the outside vendor. The plan may be discontinued at any time at the vendor's option or if the plan ceases to live up to its stated purpose.

- 42.18 The University may change in its discretion the carrier or administrator of such plans, provided it gives the Union 30 days' advance notice of any such change. Such change in carrier or administrator shall not result in any substantial changes in coverage, nor shall it adversely affect the unit member's internal cost-shares, copayments, or deductibles.
- 42.19 Further details about these disability plans may be obtained through the Employee Information Center in Human Resource Services.

#### ARTICLE 43 GROUP LIFE INSURANCE

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

- \$6,000 term life insurance fully paid for by the University.
- \$50,000 term life insurance, with the University paying for \$17,000 of the amount and the employee paying for the remaining \$33,000. This coverage is subject to reductions based on age as follows:

Age 65 - 33% reduction

Age 70 - 55% reduction

Age 75 - 70% reduction

However, the minimum benefit shall be \$6,000 of life insurance.

- Life insurance equal to twice the employee's annual base salary. The University will pay for the first \$6,000 of coverage and 25% of the remainder up to a total of \$50,000 of coverage. The employee pays 100% of coverage cost in excess of \$50,000. This life insurance is subject to reductions based on age as follows:

Age 65 - 33% reduction

Age 70 - 55% reduction

Age 75 - 70% reduction

However, the minimum benefit shall be \$6,000 of life insurance.

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

Age 65 - 33% reduction

Age 70 - 55% reduction

Age 75 - 70% reduction

However, the minimum benefit is \$6,000 of life insurance.

- 43.2 All of the coverages listed above include accidental death and dismemberment (AD&D) benefits as well as disability waiver of premium coverage.
- 43.3 A full-time employee in Groups A, B, or C is eligible to select one of these options upon employment with the University; a regular part-time employee in Group D is eligible to select one of these options after one year of employment with the University. Employees in Groups E or F are not eligible.
- 43.4 If employees elect more than the basic \$6,000 coverage, they may also elect to insure their spouse. There are two spousal options:

a. \$20,000

b. One half the amount of the coverage on the employee

The employee must pay the full cost of this coverage based on prevailing premium rates. This coverage does not include accidental death and dismemberment or disability waiver of premium coverage.

- 43.5 Employees who have elected optional coverage above \$6,000 may also insure their dependent children in the amount of \$10,000 each. Coverage must be elected within 31 days of initial eligibility, otherwise proof of insurability is required. If this coverage is selected, all eligible children will be covered. Coverage for newborn children begins at age 14 days. The cost of this coverage is \$.26 per child per month as of 1/1/99 and is subject to change at any time.
- 43.6 All life insurance options are based on annual straight time earnings. Coverage becomes effective on the date on which the enrollment card is complete. Optional coverage of two times salary must be elected within 31 days of employment, otherwise it is subject to proof of insurability. Coverage in excess of two times salary or spousal coverage in excess of \$50,000 is subject to proof of insurability, if not elected within 31 days of employment. Coverage ends on the last day the employee works at the University.
- 43.7 The University may change in its discretion the carrier or administrator of such plans, provided it gives the Union 30 days' advance notice of any such change.
- 43.8 Insurance coverage premiums for the University and the employees are adjusted annually to reflect salary adjustments and age changes on January 1. Further details above these plans, including prevailing premium rates, may be obtained from the Human Resources Office.
- 43.9 Life Insurance Coverage upon Retirement or Disability Upon retirement at the University or in the case of disability, the life insurance coverage will be affected by the following conditions:
- a. If the employee retires without a disability between the ages of 55 and 70 and qualifies for post-retirement benefits in accordance with University benefit policy, the employee will receive life insurance coverage equal to the option selected prior to retirement up to a maximum of two-times salary or \$50,000 whichever is less. At age 65, coverage will be reduced by 50% up to a maximum of \$25,000 and a minimum of \$6,000. When the employee reaches age 70, coverage will end.

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

## ARTICLE 44 RETIREMENT

### 44.1 Contributions to Retirement Plans

The Board will contribute 10% per year of an employee's annual base salary to a retirement saving account, provided the employee has been employed on a regular, continuous basis for at least three years, is in Groups A, B, C, or D and provided, further, that the employee contributes 2% of his or her base salary into the retirement savings account at the same time. Notwithstanding the foregoing, for those employees whose hourly base rate is \$12.00 or less, the University will waive the 2% contribution requirement if requested by the employee, but otherwise encourages these workers to continue this contribution. The Board offers several retirement savings account options from which the employee may choose. The Board reserves the right to add, delete or modify these options in its discretion. However, it is understood that the University shall make a range of options available at all times.

The three-year waiting period will be waived if employees have an active TIAA-CREFF account or a vested interest in the retirement plan of their immediate past employer, and that employer is a non-profit or government employer.

Eligible employees may make contributions to the Section 457 Excess Retirement Savings Plan.

### 44.2 Post-Retirement Medical Coverage

- a. The following criteria exist for eligibility for pre-65 and post-65 post-retirement health coverage set forth in paragraph 2(b) and 2(c) below and applies only for employees who meet the retirement eligibility criteria by June 30, 2014 (as set forth in paragraph 2(b) and 2(c) below). Employees who, by June 30, 2014, have not met the retirement eligibility criteria that were in place when they were hired will not be eligible for any retiree medical benefits prior to age 65 (set forth in 2(b) below); however, they will be eligible for the Medicare Supplement Plan when they reach age 65 and will pay premiums in accordance with the Post-65 Medicare Supplement Chart set forth in paragraph 3(c) below.

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

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

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

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

- 1) 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.

- 2) If the employee's age at retirement and years of continuous full-time service is less than 75, the employee will pay the dependent premium that active employees pay (except that the retired employee's base salary for contribution purposes will be defined as 75% of the average of the employee's final three years of full-time service at the University.)

Such amount shall be deducted from the total premium cost and the employee shall then also pay a percentage of that remaining amount based on the following schedule:

Age plus service .....	65.....	50%
Age plus service .....	66.....	45%
Age plus service .....	67.....	40%
Age plus service .....	68.....	35%
Age plus service .....	69.....	30%
Age plus service .....	70.....	25%
Age plus service .....	71.....	20%
Age plus service .....	72.....	15%
Age plus service .....	73.....	10%
Age plus service .....	74.....	5%
Age plus service .....	75.....	0%

b. Pre-65 retirement medical insurance

- 1) Employees whose qualifying years for retirement have been in benefit Groups A, B or C may retire from the University prior to age 65 (Medicare eligibility), and may elect to receive medical insurance coverage through the same plan offered to active bargaining unit members, *provided that by June 30, 2014, such employees have met the retirement eligibility criteria that were in place when they were hired (as set forth in paragraph 2(a) above).*
- a) When such employees retire on or before June 30, 2014, such benefits are available to the employees and to their dependents who are covered as of the date of the employee's retirement. Unless modified pursuant to paragraph 2(e) below, 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 retired employees will also change. When such employees reach age 65, they will no longer be eligible for the active plan, but may then obtain the post-65 Medicare Supplement Plan (set forth in section 44.2c below).
- b) When such employees retire after June 30, 2014, they shall pay a premium contribution in accordance with the following:

Base salary at retirement:

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%

When such employees reach age 65, they will no longer be eligible for the active plan but may then obtain the post-65 Medicare Supplement Plan set forth in section 44.2c below.

- 2) Employees who, by June 30, 2014, have not met the retirement eligibility criteria that were in place when they were hired will not be eligible for any retiree medical benefits prior to age 65. However, they will be eligible for the Medicare Supplement Plan when they reach 65 and will pay premiums in accordance with the Post-65 Medicare Supplement Chart referenced in section 44.2c below.
  - 3) Exception: Current employees as of ratification of this Agreement who were not grandfathered in paragraph 2(b)(1)(a) above, but who nonetheless have fifteen (15) years of qualifying service with the University by June 30, 2014, may retire at age 62 and may elect to receive medical insurance coverage through the same plan offered to active bargaining unit members, but shall pay 50% of the medical insurance premium until they reach the age of 65 years. 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 under the Post-65 Medicare Supplement Chart in section 44.2c below.
  - 4) Retiring employees whose qualifying years of retirement have included one or more years of service in benefit Group D, and their qualified dependents, shall pay a percentage of premium costs equal to one (1.0) minus their average FTE for qualifying years of service in addition to the premium cost described above.
- c. Medicare Supplemental Medical Insurance (Post-65)
- 1) Effective for those who are 65 by June 30, 2014 are were hired before January 1, 2012, and *provided that by June 30, 2014, such employees have met the retirement eligibility criteria that were in place when they were hired (as set forth in paragraph 3(a) above,* employees retiring at or after age 65 whose qualifying years for retirement have been in benefit Group A, B or C and electing the Medicare Supplement plan shall pay pursuant to the base-salary for contribution set forth in section 44.2a above. Medicare pays its benefits first, and unpaid balances are covered up to the limits of the Medicare Supplement Plan.
  - 2) Employees retiring at or after age 65 whose qualifying years for retirement have included one or more years in benefit Group D and who elect the Medicare Supplement plan shall pay a percentage of premium costs equal to one (1.0) minus their average FTE for the qualifying years of service in addition to the premium cost described in the prior paragraph.
  - 3) Employees hired before January 1, 2012 and who are not 65 by June 30, 2014 and who later retire at 65 or thereafter, will pay a percentage of premium for the Medicare Supplement plan in accordance with the Post-65 Medicare Supplement Plan in paragraph 5) below.
  - 4) Employees hired on or after January 1, 2012 shall only be eligible upon retirement for any Medicare supplement plan that may be offered by the University at the employee's expense with no University contribution to premium. However, such employees will be eligible to receive University contributions under the Retiree Health Savings Plan referenced in Appendix I.
  - 5) Post-65 Medicare Supplement Contribution: See Appendix J.  
*\* NOTE: While the current contract language and proposals refer to "pre- and post-65," the parties understand that, should the federal government change the eligibility age for Medicare, the contract shall be reopened for negotiations.*
- d. Continuation of the option of purchasing such Medicare Supplement plan or any other supplemental Medicare plan is not guaranteed.
- e. Modification of Benefits  
In the event that the University plans to substantially modify or eliminate any such retiree health or dental coverage and/or the Medicare supplemental 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 such changes.

If after such 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:

- 1) Increases in the cost of the University health plans in terms of actual dollars and percentage changes
  - 2) The level of institutional contingent liability
  - 3) Changes in state or federal legislation, or regulations, pertaining to retiree benefits or to health insurance issues in general
  - 4) Benefit levels for employees generally and at the UVM specifically
  - 5) Financial impact on the retirees and future retirees
- f. 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.

#### **ARTICLE 45 FLEXIBLE SPENDING ACCOUNTS**

The Flexible Spending Account program in effect at the time of the Execution of this Agreement shall continue in effect subject to any changes required by state or federal law or regulation. A summary of the Flexible Spending Account is described in Appendix G attached hereto.

#### **ARTICLE 46 CLOTHING, SHOE, AND EYEWEAR REIMBURSEMENT**

Employees shall be reimbursed up to \$200 per employee per fiscal year to purchase and replace clothing, shoes, and/or eyewear that has been damaged because of work-related causes. This shall not include damage due to normal wear and tear.

If protective clothing has been provided but not used, there shall be no reimbursement for damaged clothes or boots.

Employees shall be expected to submit receipts for new items to receive such reimbursement. Requests for such replacement costs that exceed \$200 shall only be granted as exceptions with the Department Manager's approval. In no event shall the employee be required to relinquish the damaged clothing or shoes.

#### **ARTICLE 47 MILEAGE REIMBURSEMENT**

In accordance with University policy, when employees are required to use their personal vehicle for official University business, and in situations identified in this Agreement for which mileage reimbursement is allowed, they will be reimbursed at the current UVM rate.

## ARTICLE 48 TUITION REMISSION

### 48.1 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.

Beginning July 1, 2020, tuition shall also be available for job-related classes or professional certification programs approved in advance by the Vice President for Finance and Administration or designee.
- 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 vacation, personal days 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.

### 48.2 Dependents

- a. The spouse or civil union partner of an employee may audit courses without tuition charge on the same basis that the employee may take courses for credit. In addition, comprehensive and summer session fees are covered even if the spouse 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. To qualify, the dependent must be a fulltime undergraduate student. Such tuition remission will be effective for the semester following the completion of one year of service. To qualify for tuition remission, dependent children must:
  - 1) have accepted admittance to an undergraduate degree or certificate program;
  - 2) be enrolled for at least 12 credit hours each semester, except the final semester if less than 12 credits are needed to graduate; or in circumstances where the student's academic advisor or University Student Health Service or University Counseling and Testing recommends less than a full-time academic load;
  - 3) when applicable, be certified as a dependent by the parent's tax return or when not applicable, by a written certification of dependency and claimed as a dependent for tax purposes in the following tax year, signed by the employee/parent, and

- 4) complete the University or the Vermont State Colleges degree program within seven consecutive academic years and not exceed 150 credit hours, or complete a degree program begun at the University and finished at a state college or vice versa within seven consecutive academic years.
- 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
  - 4) if dependent children have not begun their undergraduate degree program before age 21 (unless they had to defer a college education because of a full-time service in the armed forces, in which case the age limit will be extended by the number of years of active service, not to exceed four years plus one additional year at the convenience of the government).
- 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 an academic advisor or UVM Student Health Service or UVM Counseling and Testing advises that the student's credit load be reduced for a semester.
  - 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 who submit a memo from their faculty advisor to the Executive Director of Benefits and Employee Operations, indicating that the credits taken will be applied to satisfy degree requirements.

#### 48.3 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 on leave status from the University for not more than one year.
- b. If employees become disabled or die after four years of regular continuous employment at the University, those employees 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. There is no minimum length of service for this credit. Remarriage or new civil union renders the surviving spouse or civil union partner ineligible for this benefit.

## ARTICLE 49 SHIFT DIFFERENTIALS

- 49.1 Employees who are on a rotating shift shall receive a shift differential added to their regular base hourly rate of pay for all hours worked while assigned to that rotating shift. The rotating shift premium is one dollar and fifteen cents (\$1.15).
- 49.2 Employees who are regularly assigned to a shift beginning between 2:00 pm and 10:00 pm will receive a shift premium of ninety cents (\$.90) added to their regular base hourly rate of pay for all hours worked during that shift.
- 49.3 Employees who are regularly assigned to a shift beginning between 10:00 pm and 5:00 am will receive a shift differential of one dollar and fifteen cents (\$1.15) added to their regular base hourly rate of pay for all hours worked during that shift.
- 49.4 Employees who on the execution date of this Agreement are paid a shift premium greater than the shift premiums listed in paragraphs 1-3 above will keep their current shift premium, but will receive a \$0.02 per hour shift premium increase per fiscal year of this Agreement as long as their shift premium does not drop below that listed in paragraphs 1-3 above.
- 49.5 Employees who are regularly assigned, as part of their normal work schedule, to work the first shift on Saturday and/or Sunday (not including temporary assignments) shall receive an amount equivalent to a shift differential of ninety cents (\$.90) per hour for hours worked on Saturday and Sunday.

## ARTICLE 50 WAGES

- 50.1 Effective January 1, 2021, for all employees who continue to be employed by UVM as of April 28, 2021, the lowest wage payable to such covered employees shall be increased from \$14.00 per hour to \$15.00 per hour, post-probation. Appropriate compression adjustments will also be made as a result of such increase. Those covered employees who do not receive an increase resulting from either the increase in the floor wage or the associated compression adjustments will receive a one-time payment of \$300, which shall not be regarded as a base wage increase.
- 50.2 For FY 2022, effective July 1, 2021, except as provided in Section 5 below, post-probationary employees will receive a base wage increase of \$.35 (thirty-five cents) per hour.
- 50.3 For FY 2023, effective July 1, 2022, except as provided in Section 5 below, post-probationary employees will receive a base wage increase of \$.50 (fifty cents) per hour.
- 50.4 Upon successful completion of their probationary period, employees shall receive an increase of 15 cents per hour to their base hourly rate of pay. This increase shall take effect with the first complete payroll period following completion of the probationary period.
- 50.5 Employees who receive an overall evaluation rating of unsatisfactory in their annual spring evaluation will not receive any wage increase for the following fiscal year.
- 50.6 The pay bands for University positions may be adjusted by the University during the term of this Agreement. The University will notify the Union in writing 30 days prior to implementing a band modification. Upon request, the University will meet to discuss with the Union the proposed decision. 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.

Department Managers, in their discretion, have the right to hire a new employee at any point in the pay band up to the Midpoint (second quartile). If a person is hired between the first quartile and midpoint, the University will provide an explanation to the Union. It is understood that some employees earn more than the maximum rate listed on the pay bands.

50.7 The Union may bring forward a pay equity issue affecting a single employee when it has reasonable cause to believe that there is a pay equity issue of 10% or more based on years of service in the position between two employees in the same position.

When there is a precipitating event, the Union may bring forward a pay equity issue affecting a group of employees (two or more) to the attention of the University's contract administrator. It is further understood that the University may also raise pay equity issues with the Union. A precipitating event may include, but shall not be limited to:

- a. a change in licensure or credentialing requirements for a position;
- b. a substantially higher rate of pay awarded to a new hire;
- c. a department re-organization; or
- d. changes in the job market

In such situations, the Union and the University may agree to review wage rates and/or the position classification for a specific group of similarly situated bargaining unit employees. If the parties cannot agree, then the University will continue to follow the provisions of this Agreement, and the inability of the parties to resolve the matter under this section will not be grievable.

## ARTICLE 51 LABOR-MANAGEMENT MEETINGS

The Administration and the Union shall meet once every four months to discuss matters of concern. Participation shall be limited to no more than three individuals for each side. The Union's National Representative may be one of the three Union representatives. Nothing shall preclude the parties from mutually agreeing to other meetings when necessary.

Such meetings shall not be used for renegotiation of contract articles or for the discussion or processing of grievances. The agenda shall be agreed to by the parties at least a week in advance of the meetings.

## ARTICLE 52 NO STRIKE

- 52.1 The Union and employees covered by this Agreement acknowledge and agree to be bound by the statutory obligations under the State Employees Labor Relations Act (3 VSA Sections 901 et seq.).
- 52.2 The Union will attempt to avoid any actions by employees prohibited by Section 1, and if any such activity occurs will instruct employees to comply with the Article.
- 52.3 It is understood that a violation of this Article by any employee will lead to disciplinary action.

## ARTICLE 53 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.

## ARTICLE 54 EFFECT OF AGREEMENT

This Agreement represents the complete agreement by the parties in respect to wages and benefits, hours of employment, terms and conditions of employment and all other matters relating to the employer-employee relationship which shall prevail during the term hereof. It is understood that any subjects or matters not herein covered shall be deemed to have been satisfactorily adjusted, compromised or waived by the parties for the life of this

Agreement, even though such subjects or matters may not have been with in the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

#### ARTICLE 55 SCOPE OF AGREEMENT

This Agreement shall become effective upon ratification by the parties and shall remain in full force and effect through 11:59 p.m. on June 30, 2023. Otherwise, it shall automatically renew itself and remain in full force and effect unless written notice of election to modify or terminate any provision of this Agreement is given by one party and received by the other not later than April 1, 2023 or April 1 of any succeeding year. Such written notice shall be deemed given when mailed by certified mail, return receipt requested, and addressed as follows:

To the Union:

Local 267  
United Electrical, Radio and Machine Workers of America  
85 South Prospect St. PMB #3  
Burlington, VT 05405

To the Employer:

Chief Human Resource Officer  
University of Vermont  
228 Waterman Building  
Burlington, VT 05405

(Either party may by written notice change the address to which written notice shall be given to it.)

## SIGNATURE PAGE

### For the UE Local 267:

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Michael Wells II, President

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Date

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Charity Dugener, Vice-President

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Date

### For the University of Vermont:

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Mary Brodsky, Assoc Chief HR Officer

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Date

---

Peter Blackmer, Dir Labor & Employee Relations

---

Date

### Bargaining Team Members—

#### For the UE:

Abby Curtis, UE Field Rep  
Michael Wells II  
Charity Dugener  
Colin Barch  
David Baldwin  
Jeffrey Hatin  
Rodney Hydon  
Eric Swanson  
Kenneth Vachereau

#### For UVM:

Joseph McNeil, Esq., Outside Counsel  
Jes Kraus  
Peter Blackmer  
Rodman Cory  
Kayla Dewey  
Andrea Mast  
Rebecca Myer  
Guy Shane

#### SIDE LETTER: PARKING

Employees who are temporarily assigned during the summer to worksites accessible only by Zone 1 parking lots may apply to Transportation and Parking for a temporary Zone 1 permit for a period of time equal to the temporary transfer. Such applications must be signed by the supervisor who shall indicate the duration of the temporary assignment. Transportation and Parking shall not unreasonably deny such requests. If such a request is granted, Transportation and Parking may also indicate blackout periods when such Zone 1 parking will not be allowed. An employee granted such a temporary permit shall pay the Zone 1 rate for the period of the Temporary permit.

*September 9, 1999*

#### SIDE LETTER: TRANSLATION

Working draft translations of this contract will be provided in Vietnamese and Bosnian.

*August 2, 2001*

#### SIDE LETTER: REQUESTS FOR LEAVE

All employees shall only have to ask their supervisor for approval for any paid or unpaid leaves of absence.

*August 2, 2001*

#### SIDE LETTER: LIFTING TRAINING

While the parties recognize the right of the University to train employees related to their job duties and responsibilities, the University agrees that it shall annually make available and provide training on proper lifting techniques during approved work hour release time and will make available and provide such training to any new employee prior to completion of the employee's probation period.

*July 25, 2003*

#### SIDE LETTER: CATcard REPLACEMENT

If an employee's CATcard is damaged, worn-out or lost it shall be replaced two (2) times per fiscal year at no cost to the employee. If an employee's CATcard is damaged worn-out or lost a third or more times in a fiscal year, the employee shall pay to have the CATcard replaced consistent with the prevailing rates for non-represented University staff. An employee may request that a third or subsequent CATcard be replaced at no cost to the employee if it is damaged because of work. The additional free CATcard(s) can only be obtained at the discretion of the designated decision maker, but an employee's request shall not unreasonably be denied.

*June 20, 2006*

#### SIDE LETTER: BASIC NEEDS TASK FORCE

In the event that the University acts upon the Basic Needs Task Force recommendations, the University agrees to meet and confer with the Union about those issues and how they may affect the bargaining unit members, if at all. After such meetings, the University retains the right to make the final decision as to whether further wage modifications are appropriate, but it shall consider the Union's input in good faith.

*October 4, 2006*

**SIDE LETTER: BENEFITS ADVISORY COUNCIL AND  
HEALTH INSURANCE WORKING GROUP**

**University Benefits Advisory Council**

During this Agreement, there shall be formed a University Benefits Advisory Council (UBAC). The UBAC will convene for its first meeting no later than the end of the 2006-2007 academic year.

1. There shall be fifteen (15) voting members on the UBAC with members from various constituencies from the. At least one (1) of the voting members shall be from the bargaining unit. The UBAC will elect a chair at its first meeting.

2. The UBAC should:

Review with the president and provost, policies and decision-making processes which bear on the full range of employee benefits programs at UVM.

Review and evaluate the 's benefits programs and make recommendations to the president and provost with regard to the modification of existing employee benefit plans and the design of any new benefit programs.

Review on at least an annual basis, a report and analysis from the Human Resources office, complete with appropriate data and comparative information regarding:

responsiveness of the benefit plans to the needs of faculty and staff.

competitiveness of the benefit plans with plans of peer and aspirant institutions.

cost-effectiveness of UVM's benefit plans.

Advise its constituent groups whenever appropriate of changes being contemplated, in advance of decisions to finalize them.

Submit a report to constituents and other interested parties at the end of each academic year.

**Health Insurance Working Group**

The Human Resources office will establish a Health Insurance Working Group (HIWG), to include at least three (3) voting members of the UBAC. The HIWG will develop recommendations to the UBAC for changes in the University's health insurance offerings, in an effort to manage costs, while continuing to provide outstanding benefits.

The HIWG will develop both short-term strategies and long-term initiatives, working cooperatively with insurers and providers to provide and preserve choice, access, equity and value for employees along with competitiveness, administrative simplicity, stability and cost controls.

In addition to the VP for Finance and the Executive Director of Benefit and Employee Operations, the HIWG will see participation from faculty and staff members with relevant professional expertise in the fields of economics and trend analysis as these relate to health care delivery and insurance.

If during the life of this agreement, the Vermont Legislature passes any legislation that involves universal medical insurance or that otherwise affects, directly or indirectly, medical insurance plans, the costs of offering such plans, or any payroll taxes to support other medical plans, the parties will meet within 60 days of the passage of such legislation to reopen the contract on a limited basis and to negotiate over the impact of such legislation on the medical insurance plans and their costs.

*August 1, 2006*

#### SIDE LETTER: ENGLISH LANGUAGE LEARNERS

The University recognizes the importance of English language skills in the workplace and agrees to support employees who are English language learners in their efforts to become more proficient English speakers and writers.

Within six months of the ratification of this Agreement, the University will initiate proactive services including, but not limited to:

- maintaining and providing a list of current community-based English language learning opportunities, many of which are offered locally and free of charge; and
- providing the name of the contact person in Human Resource Services who will help interested employees connect with the appropriate community organizations that provide English language learning resources and services. These community-based services are offered at a variety of times and locations and include assessment of proficiency in order to match skill levels with suitable training options;
- facilitating the ability of interested employees to attend English language courses including, but not limited to, entering into temporary shift change or other temporary agreements to enable interested employees to take advantage of community-based resources; and
- working with the Union, in good faith and upon request, to maximize the ability of the parties to assist employees who wish to access community-based learning resources.

*October 30, 2009*

#### SIDE LETTER: CONTRACT TRANSLATION

Upon request of the Union, the University will translate this collective bargaining agreement into the two languages requested by the Union.

*June 13, 2017*

#### APPENDIX A: Benefit Groups Defined

<b>Group</b>	<b>Months of Year Worked</b>	<b>Full Time Equivalency</b>
<b>Full Time</b>		
Group A	12 months	100%
Group B	9, 10, 11 months (academic year)	100%
Group C	12 months	75-99%
<b>Part Time</b>		
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 B: AAEO Policy Statement



The University of Vermont

OFFICE OF AUDIT AND COMPLIANCE SERVICES  
UVM.EDU/POLICIES

### POLICY

#### Title: Equal Employment Opportunity/Affirmative Action Policy Statement

##### Policy Statement

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

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

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

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

The University of Vermont maintains an audit and reporting system that: measures the effectiveness of the University's affirmative action program; indicates any need for remedial action; determines the degree to

which the University's objectives have been attained; measures the University's compliance with its affirmative action obligations; and determines whether individuals with disabilities and veterans have had the opportunity to participate in all University sponsored educational, training, recreational and social activities.

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

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

## Contacts

<b>Questions concerning the daily operational interpretation of this policy should be directed to the following (in accordance with the policy elaboration and procedures):</b>	
<b>Title(s)/Department(s):</b>	<b>Contact Information:</b>
Director, Office of Affirmative Action and Equal Opportunity Questions about policies related to Title IX, including sex discrimination, sexual harassment, and all forms of sexual violence	428 Waterman Building (802) 656-3368
<b>Title IX Coordinator</b> Office of Affirmative Action and Equal Opportunity Questions about disability related issues	
ADA/Section 504 Coordinator Office of Affirmative Action and Equal Opportunity Questions may also be directed to government agencies having oversight and enforcement authority with respect to the referenced laws. A complete listing of such agencies may be obtained from the Office of Affirmative Action and Equal Employment Opportunity.	Nick Stanton (802) 656-3368 Amber Fulcher (802) 656-0945
The University has developed an Affirmative Action Plan. The portions of the plan required for disclosure are available for inspection during normal business hours; contact the University's Public Records Officer at (802) 656-8937.	

## Related Documents/Policies

- [Accessibility](#)
- [Discrimination, Harassment, and Sexual Misconduct Policy](#)
- [Equal Opportunity in Educational Programs and Activities and Non-Harassment](#)
- [Handling and Resolving Discrimination, Harassment, and Sexual Misconduct Complaints](#)

## Regulatory References/Citations

- Titles VI and VII of the Civil Rights Act of 1964
- Immigration Reform and Control Act of 1986
- Title IX of the Education Amendments of 1972
- Equal Pay Act of 1963
- Age Discrimination in Employment Act of 1967
- Age Discrimination Act of 1975
- Sections 503 and 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act of 1990
- Section 402 of the Vietnam-Era Veterans Readjustment Assistance Act of 1974
- Executive Order 11246
- Genetic Information Nondiscrimination Act of 2008
- Vermont Fair Employment Practices Act

## About This Policy

<b>Responsible Official:</b>	Vice President for Finance and Administration	<b>Approval Authority:</b>	President and the Chair of the Board of Trustees
<b>Policy Number:</b>	V. 4.23.11	<b>Effective Date:</b>	February 4, 2017
<b>Revision History:</b>	<ul style="list-style-type: none"><li>• V. 7.0.1.1 effective April 7, 2006</li><li>• V. 7.0.1.2 effective September 5, 2008</li><li>• V. 7.0.1.3 effective April 13, 2009</li><li>• V. 7.0.1.4 effective March 8, 2010</li><li>• V. 7.0.1.5 effective May 22, 2011</li><li>• V. 7.0.1.6 effective May 19, 2012</li><li>• V. 7.3.7/V. 7.0.1.7 effective February 9, 2013</li><li>• V. 7.3.8 effective February 8, 2014</li><li>• V. 7.3.9 effective February 7, 2015</li><li>• V. 7.3.10 effective February 6, 2016</li><li>• Reaffirmed as revised by the President and the Chair of the Board of Trustees: February 3, 2018, March 6, 2019</li><li>• Reaffirmed by the President February 3, 2020, February 9, 2021 and the Chair of the Board of Trustees January 30, 2020, February 8, 2021</li><li>• Responsible official officially changed from the Vice President for Human Resources, Diversity and Multicultural Affairs and Vice President for Finance and Administration on May 1, 2020</li></ul>		

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University of Vermont Policies and Operating Procedures are subject to amendment. For the official, approved, and most recent version, please visit UVM's Institutional Policies Website (<http://www.uvm.edu/policies/>).

**APPENDIX C: Position Description Form**

<b>Position Number:</b>	
<b>Classification Title:</b> ( <a href="#">Link to Job Standards</a> )	
<b>Business Title:</b>	
<b>Department:</b>	
<b>Supervisor Name:</b>	
<b>Supervisor Position Number:</b>	
<b>Name of Employee in Position:</b>	

<b>BASIC FUNCTION:</b> Briefly describe the position's purpose and main function.	
<b>ESSENTIAL FUNCTIONS:</b> Describe each major function and indicate the percentage of effort each function represents, (Maximum per function is 25% and total must be 100%).	
<b>MARGINAL FUNCTIONS:</b>	

<b>ADMINISTRATIVE SUPERVISION:</b> Include the number of exempt/non-exempt employees this position <i>administratively</i> supervises, (i.e., authority for all personnel actions, hiring, firing, performance appraisals, salary setting, progressive discipline).	
<b>FUNCTIONAL SUPERVISION:</b> Include the number of exempt/non-exempt employees this position <i>functionally</i> supervises, (i.e., assign and/or review work, participate in hiring interviews, give input on performance appraisals).	

<b>PHYSICAL DEMANDS &amp; WORK CONDITIONS:</b> Include the significant physical demands (lifting, carrying, standing, climbing, crawling, kneeling, repetitive motion) or unusual working conditions (confined spaces, animals, heights, infectious diseases, danger, or exposure to inclement weather) required.	
---	--

<b>MINIMUM QUALIFICATIONS:</b> Describe the minimum job requirements: formal education/training and years of experience, certificates, licenses, knowledge, skills, abilities.	
<b>DESIRED QUALIFICATIONS:</b>	

**APPENDIX D: Unit Layoff and Recall**

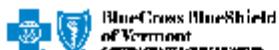
DIVISION	DEPARTMENT	UNIT
Athletics	Athletics Student Services	Athletics Maintenance
College of Agriculture and Life Sciences	Animal and Veterinary Sciences Plant Biology	Miller Research Center Morgan Horse Farm Proctor Maple Research Center
Libraries and Information Technology	Libraries and Learning Resources	Bailey/Howe Library
Student Affairs	Residential Life	Res Life Maintenance
Finance and Administration	Custodial Services	Academics and Athletics Davis Center and Residential Life
	Physical Plant	Training and Compliance (TCO) Automotive Maintenance Repair (AMR) Operations and Maintenance Zones (South/Projects, Medplex, Davis, Utilities, and Trinity) Grounds Materials Mgmt. Warehouse (MMW) Recycling
	Print & Mail Center	Graphics & Printing Mail Services
	Transportation and Parking	Maintenance Parking Services Transportation Services
	University Bookstore	Bookstore
Operations and Public Safety	University Event Services	Events Support

## APPENDIX E: Medical Leave Formulations

### Benefit Group Formula

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

## APPENDIX F: UVM Health 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

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

Coverage Period Begins: 01/01/2021

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](http://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 <a href="#">deductible</a> ?	\$0 individual / \$0 family <a href="#">preferred provider</a> . \$500 individual / \$1,000 family <a href="#">non-preferred provider</a> .  <a href="#">Co-insurance</a> and <a href="#">co-payments</a> do not apply to the <a href="#">deductible</a> . Preferred services do not apply to the non-preferred <a href="#">deductible</a> .	See the Common Medical Events chart below for your costs for services this <a href="#">plan</a> covers. If you have other family members on the <a href="#">plan</a> , each family member must meet their own individual <a href="#">deductible</a> until the total amount of <a href="#">deductible</a> expenses paid by all family members meets the overall family <a href="#">deductible</a> . Your <a href="#">plan</a> year: 01/01/2021 through 12/31/2021.
Are there services covered before you meet your <a href="#">deductible</a> ?	Yes, non-preferred preventive mammography screenings and <a href="#">prescription drugs</a> .	This <a href="#">plan</a> covers some items and services even if you haven't yet met the <a href="#">deductible</a> amount. But a <a href="#">co-payment</a> or <a href="#">co-insurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without <a href="#">cost-sharing</a> and before you meet your <a href="#">deductible</a> . See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <a href="#">deductibles</a> for specific services?	Yes. \$100 individual / \$300 family <a href="#">durable medical equipment</a> and supplies <a href="#">deductible</a> . \$100 individual / \$300 family prescription drug (retail only) <a href="#">deductible</a> .	You must pay all of the costs for these services up to the specific <a href="#">deductible</a> amount before this <a href="#">plan</a> begins to pay for these services.
What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a> ?	\$2,500 individual / \$5,000 family <a href="#">preferred provider</a> . \$2,500 individual / \$5,000 family <a href="#">non-preferred provider</a> . The out-of-pocket for preferred and non-preferred providers is separate. <a href="#">Prescription drugs</a> : \$1,300 individual / \$2,600 family.	The <a href="#">out-of-pocket limit</a> is the most you could pay in a <a href="#">plan</a> year for covered services. If you have other family members in this <a href="#">plan</a> , they have to meet their own out-of-pocket limits until the overall family <a href="#">out-of-pocket limit</a> has been met.
What is not included in the <a href="#">out-of-pocket limit</a> ?	Premiums, <a href="#">balance-billing</a> charges, and health care this <a href="#">plan</a> doesn't cover.	Even though you pay these expenses, they don't count toward the <a href="#">out-of-pocket limit</a> .
Will you pay less if you use a <a href="#">network provider</a> ?	Yes. See <a href="http://www.bcbsvt.com/findadoctor">www.bcbsvt.com/findadoctor</a> or call (800) 255-4550 for a list of <a href="#">network</a> providers.	This <a href="#">plan</a> uses a <a href="#">provider network</a> . You will pay less if you use a <a href="#">provider</a> in the <a href="#">plan</a> 's <a href="#">network</a> . You will pay the most if you use an <a href="#">out-of-network provider</a> , and you might receive a bill from a <a href="#">provider</a> for the difference between the <a href="#">provider</a> 's charge and what your <a href="#">plan</a> pays ( <a href="#">balance billing</a> ). Be aware, your <a href="#">network provider</a> might use an <a href="#">out-of-network provider</a> for some services (such as lab work). Check with your <a href="#">provider</a> before you get services.
Do you need a <a href="#">referral</a> to see a <a href="#">specialist</a> ?	No.	You can see the <a href="#">specialist</a> you choose without a <a href="#">referral</a> .

\*Deductible applies to these services.

SNO/BPN: 1025266/

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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: 01/01/2021

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 <u>co-payment</u> per visit for <u>primary care physician</u> ; no charge for mental health / substance abuse	30% <u>co-insurance</u> * for <u>primary care physician</u> ; no charge for mental health / substance abuse	Some services require <u>prior approval</u> . For clarification on mental health services visit <a href="http://www.bcbstv.com/mental-health-primary-care">www.bcbstv.com/mental-health-primary-care</a> .
	<u>Specialist</u> visit	\$20 <u>co-payment</u> per visit	30% <u>co-insurance</u> *	Some services require <u>prior approval</u> .
	Other practitioner office visit	\$20 <u>co-payment</u> per visit for acupuncture, chiropractic care, nutritional counseling, outpatient physical, speech, and occupational therapy; chiropractic care and nutritional counseling not covered	30% <u>co-insurance</u> * for acupuncture, outpatient physical, speech, and occupational therapy; chiropractic care and nutritional counseling not covered	Some services require <u>prior approval</u> . Nutritional counseling benefits are covered up to 3 visits. There is no limit on the number of nutritional counseling visits for treatment of diabetes.
	<u>Preventive care/Screening/Immunization</u>	No charge	30% <u>co-insurance</u> *	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for. For clarification on <u>preventive services</u> visit <a href="http://www.bcbstv.com/preventive">www.bcbstv.com/preventive</a> .
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge for office-based and outpatient hospital	30% <u>co-insurance</u> * for office-based and outpatient hospital	Some services require <u>prior approval</u> .
	Imaging (CT/PET scans, MRIs)	No charge	30% <u>co-insurance</u> *	Most services require <u>prior approval</u> .

\*Deductible applies to these services.

SNO/BPN: 1025266/

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BlueCross BlueShield  
of Vermont

### 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: 01/01/2021

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 <a href="#">prescription drug coverage</a> is at <a href="http://www.bcbvt.com/rxcenter">www.bcbvt.com/rxcenter</a> .	Generic drugs	\$100 <a href="#">deductible</a> , then \$5 <a href="#">co-payment</a> / \$10 <a href="#">co-payment</a>	Not covered	Up to a 30-day supply retail / 90-day supply home delivery for most <a href="#">prescription drugs</a> . Some prescriptions require <a href="#">prior approval</a> .
	Preferred brand drugs	\$100 <a href="#">deductible</a> , then \$20 <a href="#">co-payment</a> / \$40 <a href="#">co-payment</a>	Not covered	Up to a 30-day supply retail / 90-day supply home delivery for most <a href="#">prescription drugs</a> . Some prescriptions require <a href="#">prior approval</a> .
	Non-preferred brand drugs	\$100 <a href="#">deductible</a> , then \$40 <a href="#">co-payment</a> / \$80 <a href="#">co-payment</a>	Not covered	Up to a 30-day supply retail / 90-day supply home delivery for most <a href="#">prescription drugs</a> . Some prescriptions require <a href="#">prior approval</a> .
	Wellness drugs	Wellness <a href="#">prescription drugs</a> process the same as any other prescription.	Not covered	Up to a 30-day supply retail / 90-day supply home delivery for most <a href="#">prescription drugs</a> . Some prescriptions require <a href="#">prior approval</a> .
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$100 <a href="#">co-payment</a> per visit	30% <a href="#">co-insurance</a> *	Some services require <a href="#">prior approval</a> .
	Physician/surgeon fees	No charge	30% <a href="#">co-insurance</a> *	Some services require <a href="#">prior approval</a> .
If you need immediate medical attention	<a href="#">Emergency room care</a>	\$50 <a href="#">co-payment</a> per visit for facility services; no charge for <a href="#">physician services</a>	\$50 <a href="#">co-payment</a> per visit for facility services; no charge for <a href="#">physician services</a>	Must meet emergency criteria. <a href="#">Co-payment</a> waived if admitted.
	<a href="#">Emergency medical transportation</a>	\$50 <a href="#">co-payment</a> per member per day	\$50 <a href="#">co-payment</a> per member per day	Must meet emergency criteria.
	<a href="#">Urgent care</a>	\$20 <a href="#">co-payment</a> per visit	\$20 <a href="#">co-payment</a> per visit	Applies to <a href="#">urgent care</a> facilities.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$250 <a href="#">co-payment</a> per admission (limited to three <a href="#">co-payments</a> per family)	30% <a href="#">co-insurance</a> *	Out-of-state inpatient care requires <a href="#">prior approval</a> .
	Physician/surgeon fee	No charge	30% <a href="#">co-insurance</a> *	Some services require <a href="#">prior approval</a> .
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No charge	30% <a href="#">co-insurance</a> *	Some services require <a href="#">prior approval</a> .
	Inpatient services	No charge	30% <a href="#">co-insurance</a> *	Includes facility and physician fees. Requires <a href="#">prior approval</a> .

\*Deductible applies to these services.

SNO/BPN: 1025266/



BlueCross BlueShield  
of Vermont

### 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

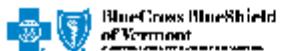
Coverage Period Begins: 01/01/2021

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 <a href="#">co-payment</a> (one <a href="#">co-payment</a> covers all maternity office visits by one <a href="#">network provider</a> )	30% <a href="#">co-insurance</a> *	<a href="#">Cost sharing</a> does not apply for <a href="#">preventive services</a> . Depending on the type of services, a <a href="#">co-payment</a> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). For a list of services visit <a href="http://www.bcbvt.com/preventive">www.bcbvt.com/preventive</a> .
	Childbirth/delivery professional services	No charge	30% <a href="#">co-insurance</a> *	Out-of-state inpatient care requires <a href="#">prior approval</a> .
	Childbirth/delivery facility services	\$250 <a href="#">co-payment</a> per admission (limited to three <a href="#">co-payments</a> per family)	30% <a href="#">co-insurance</a> *	Out-of-state inpatient care requires <a href="#">prior approval</a> .
If you need help recovering or have other special health needs	<a href="#">Home health care</a>	No charge <a href="#">home health care</a> , \$20 <a href="#">co-payment</a> per visit private duty nursing	30% <a href="#">co-insurance</a> *	Home infusion therapy requires <a href="#">prior approval</a> .
	<a href="#">Rehabilitation services</a>	\$250 <a href="#">co-payment</a> per visit (limited to three <a href="#">co-payments</a> per family); no charge cardiac / pulmonary services	Not covered	Inpatient <a href="#">rehabilitation services</a> require <a href="#">prior approval</a> .
	<a href="#">Habilitation services</a>	\$250 <a href="#">co-payment</a> per admission (limited to three <a href="#">co-payments</a> per family)	Not covered	Requires <a href="#">prior approval</a> .
	<a href="#">Skilled nursing care</a> (facility)	\$250 <a href="#">co-payment</a> per admission (limited to three <a href="#">co-payments</a> per family)	Not covered	Requires <a href="#">prior approval</a> .
	<a href="#">Durable medical equipment</a> (including supplies)	\$100 individual/\$300 family <a href="#">deductible</a> , then 20% <a href="#">co-insurance</a>	Not covered	May require <a href="#">prior approval</a> .
	<a href="#">Hospice</a>	No charge	30% <a href="#">co-insurance</a> *	None
If your child needs dental or eye care	Eye exam	\$20 <a href="#">co-payment</a> per child exam; \$20 <a href="#">co-payment</a> per adult exam	We pay up to our allowed price less your \$20 <a href="#">co-payment</a>	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: 1025266/



## 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: 01/01/2021

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) | • Dental care (child and adult)                        | • Hearing aids         |
| • Long-term care   | • Routine foot care (except for treatment of diabetes) | • 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)                                  | • Bariatric surgery   | • Chiropractic Care (requires prior approval after 12 visits) |
| • Infertility Medications  | • Non-emergency care when traveling outside the U.S. ( <a href="http://www.bcbstvt.com/coveragewhiletraveling">www.bcbstvt.com/coveragewhiletraveling</a> ) | • Private-duty nursing (covered up to 14 hours per plan year) |
| • Routine eye care (one routine eye exam per child and adult member per calendar 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](http://www.dol.gov/ebsa/healthreform), or the Department of Health and Human Services at (877) 267-2323 x61565 or [www.cms.hhs.gov](http://www.cms.hhs.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](http://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 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.

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

### Does this plan meet 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.*

BlueCross BlueShield  
of Vermont

## 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 Examples

Coverage Period Begins: 01/01/2021  
 Coverage For: UVM Plan Type: POS

## 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)																																										
<ul style="list-style-type: none"> <li>■ The <a href="#">plan's overall deductible</a> \$0</li> <li>■ <a href="#">Specialist co-payment</a> \$20</li> <li>■ Hospital (facility) <a href="#">co-payment</a> \$250</li> <li>■ Other <a href="#">co-payment</a> \$250</li> </ul>	<ul style="list-style-type: none"> <li>■ The <a href="#">plan's overall deductible</a> \$0</li> <li>■ <a href="#">Specialist co-payment</a> \$20</li> <li>■ Hospital (facility) <a href="#">co-payment</a> \$250</li> <li>■ Other <a href="#">co-payment</a> \$250</li> </ul>	<ul style="list-style-type: none"> <li>■ The <a href="#">plan's overall deductible</a> \$0</li> <li>■ <a href="#">Specialist co-payment</a> \$20</li> <li>■ Hospital (facility) <a href="#">co-payment</a> \$250</li> <li>■ Other <a href="#">co-payment</a> \$250</li> </ul>																																										
<p>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>)</p>	<p>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>)</p>	<p>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>)</p>																																										
Total Example Cost  \$12,700	Total Example Cost  \$7,400	Total Example Cost  \$1,900																																										
In this example, Peg would pay:  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Cost Sharing</th> </tr> </thead> <tbody> <tr> <td>Deductibles*</td> <td>\$40</td> </tr> <tr> <td>Co-payments</td> <td>\$280</td> </tr> <tr> <td>Co-insurance</td> <td>\$0</td> </tr> <tr> <td colspan="2"><i>What isn't covered</i></td> </tr> <tr> <td>Limits or exclusions</td> <td>\$60</td> </tr> <tr> <td><b>The total Peg would pay is</b></td> <td><b>\$380</b></td> </tr> </tbody> </table>	Cost Sharing		Deductibles*	\$40	Co-payments	\$280	Co-insurance	\$0	<i>What isn't covered</i>		Limits or exclusions	\$60	<b>The total Peg would pay is</b>	<b>\$380</b>	In this example, Joe would pay:  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Cost Sharing</th> </tr> </thead> <tbody> <tr> <td>Deductibles*</td> <td>\$200</td> </tr> <tr> <td>Co-payments</td> <td>\$540</td> </tr> <tr> <td>Co-insurance</td> <td>\$330</td> </tr> <tr> <td colspan="2"><i>What isn't covered</i></td> </tr> <tr> <td>Limits or exclusions</td> <td>\$60</td> </tr> <tr> <td><b>The total Joe would pay is</b></td> <td><b>\$1,130</b></td> </tr> </tbody> </table>	Cost Sharing		Deductibles*	\$200	Co-payments	\$540	Co-insurance	\$330	<i>What isn't covered</i>		Limits or exclusions	\$60	<b>The total Joe would pay is</b>	<b>\$1,130</b>	In this example, Mia would pay:  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Cost Sharing</th> </tr> </thead> <tbody> <tr> <td>Deductibles*</td> <td>\$100</td> </tr> <tr> <td>Co-payments</td> <td>\$280</td> </tr> <tr> <td>Co-insurance</td> <td>\$20</td> </tr> <tr> <td colspan="2"><i>What isn't covered</i></td> </tr> <tr> <td>Limits or exclusions</td> <td>\$0</td> </tr> <tr> <td><b>The total Mia would pay is</b></td> <td><b>\$400</b></td> </tr> </tbody> </table>	Cost Sharing		Deductibles*	\$100	Co-payments	\$280	Co-insurance	\$20	<i>What isn't covered</i>		Limits or exclusions	\$0	<b>The total Mia would pay is</b>	<b>\$400</b>
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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 (MD41412)\_BCBS-Rx-100-1300-x-5-20-40-2-x-P(RX43609)\_Coverage-012021-12312021  
 (C39162)\_Acup - Opt In - ACA(RD13542)\_BER ACA(RD16648) wBERACA, WAcupunctureACA CY 1025266

## APPENDIX G: 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 the FSA 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's Flexible Spending program will be administered according to the IRS regulations in effect for the calendar year during which the employee elects to participate. As IRS regulations can change from year-to-year, employees are encouraged to contact the Employee Information Center in Human Resource Services, 228 Waterman Building (656-3150) before electing a payroll deduction.

The University shall make copies of all of the terms and conditions of such accounts to employees upon request.

1. Employees who opt to establish tax-free flexible spending accounts may:
  - Set up a Dependent Care Assistance Account to pay for eligible child care or elder care payments.
  - Set up an Unreimbursed Medical Account to pay for medical costs not covered by the medical and dental insurance plans including prescription, deductibles, so-payments, copays, glasses, contact lenses and other medical and dental expenses. Many over-the-counter medications and medical supplies which were formerly reimbursable will now only be reimbursable with a doctor's prescription, beginning January 1, 2011. Details can be found on the UVM Human Resource Services website.
  - Set up a Premium Conversion Account to cover an employee's share of UVM disability insurance pre-tax premiums.

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. See Article 41, 2d for more information about waiving medical coverage.

2. Eligible employees may set up flexible spending accounts during November, effective January 1 of the following calendar year.
3. 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 \$2,500 in the Unreimbursed Medical Account and up to \$5,000 in the Dependent Care Account. Following 2013, the allowable contribution will be increased annually based on a cost-of-living adjustment. Please check with the Employee Information Center in Human Resource Services (656-3150, 228 Waterman Building) for more information about Flexible Spending limits.
4. Effective immediately, participants will be able to roll over up to \$500 of unclaimed medical reimbursement funds in a Flexible Spending Account into a new account for the next calendar year. Any amount over \$500 will still be subject to the "use it or lose it" rule. Funds in a Dependent Care Account cannot be rolled over.

## Appendix H: Parental, Family, and Short-Term Family Leave

Vermont's **Parental Leave Law** covers employers with 10 or more workers who work an average of 30 hours per week over the course of a year.

Vermont's **Family Leave Law**, which includes Short-Term Family Leave, covers employers with 15 or more workers who work an average of 30 hours per week over the course of a year.

A worker who has worked for a covered employer for an average of 30 hours a week for a year is entitled to leave under these laws. During any 12 month period, the worker is entitled to up to 12 weeks of unpaid leave:

- **Parental Leave:** during the pregnancy and/or after childbirth; or, within a year following the initial placement of a child 16 years of age or younger with the worker for the purpose of adoption;
- **Family Leave:** for the serious illness of the worker, worker's child, stepchild, ward, foster child, party to a civil union, parent, spouse, or parent of the worker's spouse;

and, in addition to the leave provided in 21 V.S.A. Sec. 472, a worker is entitled to short-term family leave of up to 4 hours in any 30 day period (but not more than 24 hours in any 12 month period) of unpaid leave:

**Short-Term Family Leave:** to participate in preschool or school activities directly related to the academic advancement of the worker's child, stepchild, foster child or ward who lives with the worker; to attend or to accompany the worker's child, stepchild, foster child or ward who lives with the worker or the worker's parent, spouse or parent-in-law to routine medical or dental appointments; to accompany the worker's parent, spouse, or parent-in-law to other appointments for professional services related to their care and well-being; to respond to a **medical emergency** involving the employee's child, stepchild, foster child or ward who lives with the worker or the employee's parent, spouse or parent-in-law.

The worker must give reasonable written notice of intent to take **family or parental** leave, including the anticipated dates the leave will start and end. The employer may not require notice more than 6 weeks prior to birth or adoption. If serious illness is claimed, the employer may require certification from a physician. For **short-term family leave**, a worker must give notice as early as possible, at least seven days before the leave is to be taken unless waiting seven days could have a significant adverse impact on the employee's family member.

A worker may choose to use sick leave, or vacation leave, or any other accrued paid leave time during the leave, up to six weeks. The employer may not require the worker to do so. Use of paid leave does not extend the overall leave time to which the worker is entitled.

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

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

**Exceptions:** A worker is not entitled to leave under the Parental and Family Leave Act if the employer can prove by clear and convincing evidence that:

- **Layoff:** during the period of leave the employee's job would have been terminated or the worker would have been laid off for reasons unrelated to the leave; or
- **Unique Services:** the worker performed unique services and hiring a permanent replacement during the leave, after giving the worker notice of intent to do so, was the employer's only available alternative to prevent substantial and grievous economic injury.

This law sets a minimum standard for parental and family leave rights. It does not prevent an employer from offering a more generous leave policy and does not reduce an employer's obligation under a collective bargaining agreement or existing program that provides greater leave rights than the law requires.

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

A worker aggrieved by a violation of this law may:

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

To obtain copies of this poster, call the Vermont Department of Labor at 828-0267 or visit our website: [www.labor.vermont.gov](http://www.labor.vermont.gov)

**Equal Opportunity is the Law**

The State of Vermont is an Equal Opportunity/Affirmative Action Employer. Applications from women, individuals with disabilities, and people from diverse cultural backgrounds are encouraged. Auxiliary aids and services are available upon request to individuals with disabilities. 711 (TTY/Relay Service) or 802-828-4203 TDD (Vermont Department of Labor).

WH-14 (03/14)

## APPENDIX I: Retiree Health Savings Plan

### Retiree Health Savings Accounts for new hires (January 1, 2012 and on). Key elements:

1. The University agrees that it will establish a Retiree Health Savings plan under IRS code 501(c) 9 for new employees hired into the bargaining unit after January 1, 2012. The Retiree Health Savings account will be managed by a qualified vendor following a RFP solicitation, following consultation with the University Benefits Advisory Council.
2. All such new employees will have a sub-account within the plan into which the University will contribute \$1,150 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 employee remains a unit member during that period of time. No contribution will be made for any employee who leaves the bargaining unit; however, if such employee returns to the unit within two years, the University will continue the \$1,150 per year contribution until the completion of 30 years of bargaining unit service.
3. Employees may also add their own contributions to the subaccount in addition to the University's contribution.
4. Employees 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.
5. All employer contributions are pre-tax; all employee contributions are post-tax.
6. All earnings on the sub-account assets are tax exempt. They are also tax 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.
7. Upon retirement of the employee from the University, or upon termination of employment—either voluntary or involuntary—if employees have met the eligibility requirements of section 8 below, they may use the assets to purchase whatever Medicare Supplement plan they wish.
8. 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 employee 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 employee's sub-account, along with any earnings on such money. In such cases, employees may keep any contributions they put into the fund, along with any earnings on such money.
9. The University will pay the initial fees to establish the plan and will also incur and pay for monthly management fees of the plan.
10. Current employees 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.
11. If there are remaining assets in the sub-account upon the death of the employee, the assets that would have otherwise been due to the employee at the time of death would revert to the employee's dependent beneficiaries who would be free to use the funds for their own qualified purposes.
12. 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.
13. 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.

## APPENDIX J: Post-65 Medicare Supplement Premium Chart

**Table 2 - 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%	58%	58%	56%	53%	50%	48%	47%	45%	44%	43%	41%	
\$150,000-159,999	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%	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

### Joint Statement of Support for Nursing Mothers in the UVM Workplace

Breastfeeding is one of the most natural and beneficial activities for both mom and baby. It is a choice many mothers are making today, as it results in significant health benefits for both child and mother, as well as emotional benefits, economic benefits, and environmental benefits.

As a preventative measure, breastfeeding promotes improved health outcomes and is cost-effective. By continuing to breastfeed after you return to work by taking time to pump and store breast milk, you will:

- Provide the best nutrition for your baby
- Make it possible to keep breastfeeding when you are together
- Keep a special closeness to your baby even when you must be apart
- Save money
- Avoid the health risks associated with formula feeding
- Miss less work, because breastfed babies are sick less

**Nursing Mother Facilities at UVM:** Facilities for nursing mothers have been identified across campus. Each of the locations provides private space where nursing mothers are welcome to pump or nurse. Rooms are equipped with signage, a comfortable chair, a small table and an electrical outlet. See [www.uvm.edu/hr/hrs/lactation-resources](http://www.uvm.edu/hr/hrs/lactation-resources) for more information. Here is the list of lactation rooms currently available at UVM:

- Berlin Extension Office
- Colchester Research Facility, Room 106
- Delehanty Hall, Room 118A
- Discovery Hall, Mamava suite on 4<sup>th</sup> floor
- Dudley H. Davis Center, Room 117

- Given Building E, Room E-133
- Ira Allen Chapel, Room I-129
- Kalkin Hall, Room 309
- Patrick Gym, Mamava suite in the lobby near Room 118
- University Medical Center (UHC-Arnold) 5<sup>th</sup> Floor
- Waterman Building, Room 123D
- Waterman Building, Room 424

Building maps are available on the Human Resource Services website by following the links under [Lactation Resources on Campus](#). More rooms are being identified and will be added to the list as they become available.

A private space within a nursing mother's building may also be used, if such a space exists. According to State law, the room shall not be a bathroom stall or a storage area and must have a lock on the door. Employees are encouraged to work with their supervisor to identify appropriate space within their building. (Supervisors who wish to add a designated space to the official list should e-mail: HRSInfo@uvm.edu.)

**Vermont Law and UVM Workplace Policy:** UVM's [Nursing Mothers in the Workplace Policy](#) has been in effect since 2009, in response to Vermont Act 641, ensuring appropriate private space, flexible breaks throughout the day for a working mother to express breast milk for her nursing child and direction to breastfeeding resources that provide education and support.

#### **Role of the Employee**

- Discuss your plans with your supervisor for expressing breast milk before you begin your maternity leave.
- Determine your needs for scheduling and support.
- Check the list of nursing rooms on the web page to obtain information regarding locations of designated spaces for pumping on campus, or arrange with your supervisor to find a private place to pump within your building.
- Request and arrange with your supervisor for appropriate and reasonable break times or flextime for expressing milk.

#### **Role of the Supervisor**

- Provide reasonable break time each day or make reasonable accommodations for flexible work schedules for employees wishing to express breast milk.
- Provide a private space with a lock on the door for expressing milk. A bathroom stall or storage area is not an appropriate lactation space. If employees prefer, they may also express milk in other private spaces on campus, such as a vacant office.
- Assist in providing a positive atmosphere of support for breastfeeding employees.

By including this joint statement as an addendum to the print version of the current collective bargaining agreement between UE Local 267 and the University of Vermont, the parties hope to ensure that employees and managers are aware of the necessity to communicate and provide reasonable modifications to work schedules that will support an employee's decision to continue to breastfeed upon returning to work after the birth of a child in accordance with the established standards and protocols of the applicable University policy.

November 2014