

AGREEMENT

Between

UNIVERSITY OF VERMONT

and

UNIVERSITY OF VERMONT STAFF UNITED,

AFT Vermont AFL-CIO

May 20, 2022 through June 30, 2024

EMPLOYEE CONTRACT



The University of Vermont
HUMAN RESOURCE SERVICES

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ARTICLE 1 RECOGNITION

The Board of Trustees of the University of Vermont recognizes UVM Staff United, AFT Vermont, AFT, AFUCIO as the exclusive bargaining representative for all full-time and regular part-time employees (9, 10, 11 or 12 month employees) in the P Family (Professional) C Family (Administrative Support or Clerical), T Family (Technical) and Sp Family (Specialized) in the University of Vermont classification system 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. The classifications included in the bargaining unit at the time of ratification of this agreement are those classifications listed in Appendix A.

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 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.).

2.3 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.

2.4 Parties: The term “parties” as used in this Agreement means the University and the Union.

2.5 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.

2.6 Union: The term “Union” as used in this agreement refers to UVM Staff United, AFT Vermont, AFL-CIO.

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

ARTICLE 3 UNION SECURITY

3.1 The University and the Union recognize the right of any bargaining unit member to become and remain a member of the Union or to refrain from becoming and/or remaining a member of the union, and neither party will interfere with any employee in the exercise of that right.

3.2 The University agrees to deduct union dues and/or initiation fees from the wages of each bargaining unit employee who authorizes a deduction in writing, and forward such dues to the union bank account by wire transfer on a monthly basis, subject to the provisions of this Article.

3.3 The Union shall designate the same, specific dollar amount for each bargaining unit employee and/or a fixed percentage of the wage rate for the employee’s bargaining unit position for union dues and/or initiation fees. The Union shall provide this information in writing to the University on an annual basis prior to June of each year.

3.4 Upon receipt of a written or electronic authorization form signed and dated by a bargaining unit employee, the University shall deduct from the bargaining unit employee’s pay the appropriate union dues and/or initiation fees payable by the bargaining unit employee to the Union during the period provided for in the authorization.

3.5 Deductions shall be made based on the bargaining unit employee’s pay cycle.

3.6 The University shall not be required to make deductions with respect to any bargaining unit employee who:

1. Is in an unpaid leave status;
2. Is receiving disability benefits from the University; or
3. Has a net pay before any voluntary deductions other than for benefits such as health, life, dental, vision, disability insurance, or retirement benefits, which is less than the amount of union dues or initiation fees to be deducted.

3.7 Regardless of the above, all paid leave payments are subject to the union dues deductions. Bargaining unit employees on partial disability will pay dues on all hours actually worked and on all other paid non-disability hours.

3.8 The Union will hold the University harmless and indemnify the University for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the University as a result of this Article.

3.9 The Union shall have exclusive rights to payroll deduction of membership dues and service fees. Deductions for other Union programs may be mutually agreed to by the parties.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Except as modified or limited 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 that have been reserved to the Trustees through legislative acts and state regulations and any future rights and responsibilities that 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:

1. 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.
2. 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 method, means and location of work assignments.
3. 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.
4. To establish standards of productivity and performance for employees, and to reward and promote them.
5. To determine the method, means, technology, tools, location and equipment to be used in the performance of the job duties; and to introduce new methods, means, technology, tools, locations and equipment to be used in the performance of job duties, as management deems appropriate from time to time.
6. To determine the organizational structure of the University and to reorganize, enlarge, reduce or discontinue a function, position or department; to determine the composition of committees, work groups, and other organizational or governance groups.
7. To determine the number and types of employees to be employed.
8. To make and maintain rules, regulations and policies that are not inconsistent with this Agreement and to modify such rules, regulations and policies from time to time provided they do not conflict with the Agreement.
9. To determine the budgetary and financial procedures and personnel levels and positions by which the University's operations are to be conducted and to modify same from time to time.
10. To take such actions as may be necessary to carry out the mission of the University in cases of emergencies.
11. To generally control and supervise the University's operations.

4.2 The foregoing enumeration of management rights is not all inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the

University be construed to mean that any right is waived. Except to the extent limited by the express and specific terms of the provisions of this Agreement, the University retains all rights to operate the University, whether or not enumerated herein. 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 5 ANTI-DISCRIMINATION

5.1 Statement of Purpose

Discrimination or harassment has no place at the University and offends the University's Our Common Ground values, which include a commitment to respect, justice, and responsibility. The University and the Union hereby affirm a mutual commitment to affirmative action and community that is truly integrated, diverse, equitable, and inclusive and agree that discrimination or harassment based on federal and state law, University policy, or factors defined below in the Statement of Policy are prohibited and will not be tolerated.

5.2 Statement of Policy

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, legal gender, sexual orientation, gender identity or expression, physical or mental disability (including learning disabilities, intellectual disabilities, and past/present history of a mental illness), age, positive HIV-related blood test results, genetic information, marital status, parental status, citizenship status, or status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, Armed Forces service medal veteran (collectively "protected veterans"), or crime victim status, as these terms are defined under applicable law, any other factor or characteristic protected by law, or any factor or characteristic added to the UVM Affirmative Action and Equal Opportunity Policy Statement in the future. The University and the Union further agree to ensure that all employment decisions are based only on valid job requirements.

5.3 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 any other characteristics protected by Vermont or federal employment law. (See also Appendix B of this Agreement- AAEO Policy Statement).

5.4 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, or based on an employee's engagement in lawful union activities including participation in a grievance or complaint process (formal or informal) provided under this Agreement.

5.5 Statement of Values

In the spirit of a mutual commitment to Our Common Ground values, the University and the Union agree to work together in pursuit of a working environment that is respectful and supportive of employees of diverse identities and lived experiences, including but not limited to spiritual identity, cultural identity or expression, romantic orientation, housing status, political beliefs, level of education, and body shape or size.

ARTICLE 6 PERSONNEL FILES

6.1 Employees may review any information maintained by the University that is used to evaluate or discipline them by making an appointment with the appropriate manager or supervisor. The information may not be removed or taken to another location but the employee will be provided with copies in a reasonably accessible format upon their request. Employees shall not be charged for a reasonable number of copies.

6.2 Employees shall have electronic access to their performance evaluations and shall be provided an electronic copy of any written disciplinary action (written warning, suspension, or termination). Employees may submit a rebuttal to their performance evaluation or any written disciplinary action. If submitted, a rebuttal will be maintained in the same location as the performance evaluation or disciplinary action. Rebuttals will not change the outcome of performance evaluations or disciplinary actions, or impact the University's ability to rely on these documents for progressive discipline in the future.

ARTICLE 7 RIGHT TO INFORMATION

7.1 Upon receipt of a written request from the Union, the University shall make available any information within its possession or control not exempted by law that is relevant and necessary for the Union to meet its collective bargaining responsibilities or to administer this Agreement. All Union requests for information must be directed to the University's Contract Administrator. Such information shall be made available within fourteen (14) calendar days of the Union's request; if such information is not readily available within said fourteen (14) days, unless otherwise agreeable to the parties, the University shall so notify the Union and shall make the requested information available as soon as reasonably possible. When practicable, information shall be provided in ADA accessible electronic file format.

7.2 Notwithstanding the above, the University may withhold from disclosure employee medical and other personal information and confidential student information under Family Educational Rights and Privacy Act (FERPA). Any other issues of alleged confidentiality will be treated on an ad hoc basis by the two parties and may include consideration of appropriate procedures for protection of confidential information.

7.3 Receipt of any particular information in no way prohibits the Union from requesting additional information at some future date. However, Union requests for information shall not be arbitrary or capricious.

7.4 Sharing Union Information

The Union shall provide the University a list of officers and department representatives, and other information specified elsewhere in this Agreement.

7.5 The Union, while protecting the rights and confidentiality of its members, shall also provide to the University any information or data within its possession that the University may request which is relevant to the administration of the Agreement or necessary for the University to otherwise carry out its legal obligations. All University requests for information must be directed to the Union Co-presidents.

Such information shall be made available within fourteen (14) calendar days of the University's request. If such information is not readily available within fourteen (14) calendar days, unless otherwise agreeable to the parties, the Union shall so notify the University and shall make the requested information available as soon as reasonably possible.

7.6 Employee Lists

On a quarterly basis UVM shall provide electronically to the Union a list of all bargaining unit members in a working Excel file. The Union membership lists will contain the following information, to the extent that it is available: name, job code, title, home address, mailing address (if different), home phone, work phone, cell phone, work email, personal email, department, job title, benefit eligibility date, current salary, 10, 11 or 12 month appointment, FTE, and hours per week (37.5 or 40). The University will concurrently provide a searchable dues deduction report that identifies each staff member who has an active deduction code, and the date when Payroll staff last updated the deduction code ("effective date").

7.7 The University shall not be required to collect or provide information that is not within its possession or control.

7.8 The University shall electronically provide the Union as soon as practicable before each New Employee Orientation, a working Excel file with the following information on all new hires and employees transferring into the Bargaining Unit, to the extent that it is available: name, job title, home address, mailing address (if different), home phone, work phone, cell phone, work email, personal email, department, job title, benefits eligibility date, current salary, 10, 11 or 12 month appointment, FTE, hours per week (37.5 or 40).

ARTICLE 8 UNION ACTIVITIES AND VISITATION

8.1 Union Stewards

Union stewards shall be permitted to have reasonable time off during the workday without loss of pay and without charge to accrued benefits to investigate and process grievances under this Agreement, provided such activities do not interfere with their responsibilities to perform their assigned duties and provided further that permission is sought from and granted by their supervisor. Permission shall not be unreasonably denied.

8.2 Where possible, stewards should meet with employees to discuss their complaints and grievances during non-work time, such as breaks or before or after the start of the workday. If meeting during non-work time is not possible, stewards shall be paid their normal straight time hourly rate of pay for time spent processing and handling complaints and grievances during their workday. Up to fifty (50) hours per steward per year shall be considered a reasonable time for processing and handling complaints and grievances, including necessary appearances at all steps of the grievance process. This limit may be increased by mutual agreement of the parties; however, the maximum amount of cumulative paid time off for all stewards shall not exceed 3,000 hours per fiscal year (July 1 – June 30).

8.3 Grievants and Witnesses

Investigatory meetings called by the University, and meetings mutually agreed to by the parties that occur during an employee's workday, 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 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.

8.4 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 grievance hearings as witnesses. Witnesses shall only attend hearings at such times and on such dates as they are actually required to participate or give testimony.

8.5 Membership Meetings

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.

8.6 Labor Management Meetings

Union representatives will be paid their normal straight time hourly rate of pay for time spent while attending joint labor management meetings.

8.7 Access to Facilities

Non-UVM staff 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.

8.8 Union Information

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 and elected officers, 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 paid time off 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.

8.9 Meeting Space

The Union may reserve meeting space 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.

8.10 Employees have the right to engage in conversation about wages, benefits or working conditions while at work so long as it does not interfere with employees' responsibilities to perform their assigned duties.

8.11 New Employee Union Orientation

At new employee orientations there shall be set aside a time consistent with Vermont statute for a representative of the Union to discuss Union membership and the Union contract with all bargaining unit employees in attendance. Bargaining unit employees who request to opt out shall not be required to participate. The Union Co-presidents, or designee, shall have one hour of paid time per week to attend these orientations. Interpreters will be provided if needed and if available.

ARTICLE 9 TEMPORARY EMPLOYEES

9.1 A temporary employee is any individual who, in a given calendar year, works fewer 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.

9.2 Employees who work as a temporary employee at .50 FTE or greater within one year of hire into a bargaining unit position will receive service credit toward any benefit waiting periods equivalent to their longest consecutive period of time worked as a temporary employee, not to exceed three years.

9.3 Temporary positions should not be used if the function is ongoing and continuing. Exceptions are:

- Covering for a bargaining unit employee on medical leave or military leave
- Students hired as Federal Work Study or Student Employees: Students may continue to be rehired in these roles while enrolled in a degree program at the University.
- Internships or Apprenticeships: These positions may have a duration of up to two years.

ARTICLE 10 JOB SECURITY

10.1 Subcontracting

Prior to contracting out services which will result in the layoff of any member of the bargaining unit, the University will normally provide the Union with at least three (3) months' notice of its intent to contract out (except in situations where there is an urgent business need, in which case notice will be provided as soon as reasonably practicable). 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 and sole discretion to make the final decision as to whether to go forward with the subcontracting but shall consider the Union's input in good faith.

10.2 Job Erosion

The University agrees not to utilize non-bargaining unit employees to perform bargaining unit work in such a manner that may result in layoffs of the bargaining unit or that eliminates bargaining unit positions or permanently replaces or reduces the hours of bargaining unit employees.

10.3 Temporary Employees or Subcontractors

The University may use temporary employees or subcontractors to perform temporary work requiring skills or expertise not available from current employees, to address unanticipated fluctuations in workload, or as interim replacements during a leave of absence or while a permanent position is being filled.

10.4 Performance of Job Duties

The University and the Union recognize that bargaining unit employees play a vital role in maintaining quality operation of UVM. Bargaining unit employees shall not be regularly required to perform functions outside of their job description. If required for operational needs, however, employees agree to perform non-job services on an as-needed and temporary basis.

ARTICLE 11 PROBATIONARY PERIOD

11.1 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. When an individual works as a temporary employee for the University immediately preceding being hired as a regular employee, any time worked as a temporary employee may, in the University's sole discretion count toward their four (4) month probationary period. In the event that the temporary work exceeded four (4) months, the University may, in its sole discretion, waive the probationary period in its entirety.

11.2 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.

11.3 At any time during their probationary period, employees may be disciplined or discharged, with or without cause. Such employee who is disciplined or discharged shall not have recourse to the grievance and arbitration provisions of this Agreement, unless such employee claims that the discharge was in violation of Article 5, Anti-Discrimination. However, all employees, including those in their probationary period, maintain their Weingarten rights to union representation at a meeting that may lead to discipline.

ARTICLE 12 DISCIPLINE AND DISCHARGE

12.1 Progressive Discipline

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.

12.2 It is understood, however, that the University does not have to follow this progression in every case of employee discipline, and it may repeat or skip steps based upon the circumstances of any given case.

Additional disciplinary measures may be implemented in the discretion of the University, including but not limited to demotion and reassignment.

12.3 The University may choose to implement a performance improvement plan (PIP), alone or in conjunction with disciplinary action, to help employees correct performance shortcomings. A PIP will outline the areas needing improvement, the University's expectations for the employee's performance, a description of the consequences for failure to achieve the improvement specified, a description of the resources available to help the employee achieve the desired improvement, and a process by which progress is monitored, including subsequent meetings or progress reports.

12.4 Rights of Representation

Employees shall have the right to have a Union steward present whenever they are called to a meeting to receive a formal verbal warning, a written warning, suspension, or discharge, or whenever they are asked to participate in an investigatory interview which they reasonably believe 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 or electronic mail.

12.5 Process

The University has fifteen (15) days from the date of an incident or from the date it knew or reasonably should have known of the incident, whichever comes first, to provide notice to an employee that there is an issue that might result in corrective action. However, the University is not required to issue discipline within this timeframe if an investigation is ongoing.

12.6 The University will make all reasonable efforts to complete disciplinary investigations within sixty (60) days of their commencement. If a disciplinary investigation is extended beyond 60 days, the employee and the Union shall be notified of the nature of the delay and shall be provided with an estimated end date.

12.7 Employees 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. A verbal or written warning may not be used as the basis for a corrective action against an employee after three (3) years from the date of the action, provided there has been no other discipline within that time. 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.

12.8 At any time during the probationary period, the University may terminate employment of a probationary employee without the requirement of just cause. 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 5 (Anti-Discrimination), incorporated herein.

12.9 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 are 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.

12.10 Unexcused Absences

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 workdays, 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 workdays, 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 workday 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 13 GRIEVANCE PROCEDURE

13.1 In accordance with the State Employees Labor Relations Act, a "grievance" shall be defined as an employee's, a 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.

13.2 Rights of Representation

Employees shall have the right to have a Union representative present at all stages of the process. However, employees also shall have the right to present grievances to the University without the intervention of the Union, as long as any adjustment of the grievance is not inconsistent with the terms of the collective bargaining agreement and as long as the Lead Steward has been provided a written summary of any adjustment reached within five days of such adjustment.

13.3 Definition of Days

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

13.4 Process

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. The parties acknowledge that it is desirable for employees and their immediate supervisor to resolve problems informally, though this is not required.

13.5 Formal Procedure: Except as is indicated in section 13.7 of this article, “Skipping Steps,” 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 supervisor will then arrange for a discussion with the employee and/or the steward to be held within five (5) days after receiving the oral grievance. The supervisor will submit a written or oral 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 grievance shall include, at a minimum, 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 grievant and their Union representative(s). Appropriate University representatives may also participate in the meeting. 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 steward of record.

STEP THREE: If the grievance is not resolved at Step Two, then within seven (7) days of receipt of the Step Two answer, the grievant and/or the steward will present the grievance in writing at Step Three which shall be the appropriate Dean, 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 grievant and their Union representative(s). Appropriate University representatives may also participate in the meeting. 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 steward of record.

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.

13.6 Time Limits

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.

All time limits may be extended by mutual agreement.

13.7 Skipping Steps

By mutual agreement, grievances may be initiated under Steps Two and Three above. 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.

13.8 Discrimination

If the grievance involves allegations that the University has discriminated on the basis of an individual's membership in a legally protected category as defined in the University's Equal Employment Opportunity/Affirmative Action Policy, it will be processed in the same manner as any other grievance, except that the grievant 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 sixty (60) 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 or at Step Two, whichever is more advanced. 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.

13.9 Employees alleging discrimination in violation of this Article, as a claim or part of a claim in a grievance, may also pursue recourse through the procedures available through the Vermont Attorney General's Office, the Vermont Human Rights Commission, the Equal Employment Opportunity Commission, and the courts.

ARTICLE 14 EVALUATIONS

14.1 Overview

The University will perform regular performance evaluations to provide constructive feedback for employees to enable them to perform satisfactorily and contribute fully to the mission of the University of Vermont and to plan for training and skill development.

14.2 The performance review process should be a fair and balanced assessment of an employee's performance. It is an opportunity for supervisors to review the performance of the past year with employees, give and receive feedback, identify areas where improvement is needed, clarify job duties and expectations and set goals for the coming year. Both parties should plan together to build on the employee's strengths and to identify and address areas needing improvement.

14.3 Employees will be evaluated by measuring their performance over the preceding year against the position responsibilities outlined in their position description.

14.4 Supervisors must maintain open lines of communication throughout the year to cultivate effective working relationships. Employees shall receive timely feedback in order to develop required knowledge and skills for their position as described in their position description and to be encouraged to excel in their roles at the University of Vermont.

14.5 Evaluations shall be conducted each year. The period for which performance is being evaluated is defined as the period since the date of the prior annual evaluation. This shall not preclude evaluative commentary on preceding evaluations. Informal follow-up consultations during the year are encouraged.

14.6 Procedure

The Performance Review process will normally include the following elements:

1. Supervisor and employee will examine the past year's goals and the prior year's performance evaluation. The supervisor may solicit or consider input from other individuals to whom the employee reports, with whom they work or interact, their peers, and/or students concerning the employee's performance.
2. The supervisor will ensure that the employee has a paper or electronic copy of the employee's Position Description (PD) and have the employee complete an Annual Self-Review.
3. The supervisor will review the PD and the completed self-review from the employee, as long as it is timely provided by the employee, and will thereafter complete the Annual Employee Performance Review.
4. The supervisor will meet with the employee to discuss the information provided and to establish goals/areas for professional development for next year. At least two (2) work days prior to the meeting, the supervisor shall ensure that the employee has access to the Supervisor's Annual Employee Performance Review of the employee, and upon request, shall provide the employee with a paper or electronic copy. As a result of the meeting, the supervisor may or may not amend the draft evaluation. In addition to providing the opportunity for discussing the evaluation itself, the meeting between the supervisor and the employee may be used for other purposes such as providing an opportunity for mutual feedback, reviewing the current job description, and for establishing future goals for the employee. The ultimate assignment of goals for the employee for the next year shall be in the sole discretion of the supervisor.
5. The supervisor will finalize the evaluation and ensure that the employee has access to it, or upon request, provide a paper or electronic copy to the employee within five (5) days after the meeting. The employee may attach any written comments that they wish to make regarding the supervisor's evaluation of the employee. Both the employee and the supervisor will sign and date the final Evaluation. Once complete, the supervisor will upload the Annual Self-Review Form, and signed Annual Employee Performance Review Form into PeopleAdmin. The employee's signature on the evaluation shall signify receipt only and not necessarily agreement on the evaluation's content.

14.7 The University will provide the Union with at least ninety (90) days' notice of any substantive changes to the performance review process. Any changes to the performance review process shall not be arbitrary or capricious. Upon request by the Union, the University will meet to discuss its proposed changes, and shall consider the Union's suggestions and input in good faith. The University retains the

right to make the final decision about changes to the performance review process, and its decision shall not be grievable.

14.8 Review & Revision

Employees shall have the right to respond in writing to an evaluation and to have their response included with the evaluation.

14.9 Evaluations that identify areas of improvement or desired skill development will also identify the support to be provided in order for the employee to progress, if applicable.

14.10 Evaluations will not be used in place of discipline.

14.11 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.

14.12 The substance of an evaluation shall not be grievable unless the overall evaluation has been rated as "unsatisfactory." If a grievance of an overall unsatisfactory performance rating 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.

ARTICLE 15 SAFETY AND HEALTH

15.1 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 University shall provide any and all Personal Protective Equipment (PPE), and the requisite training for PPE use, required for work. The University and Union agree to notify each other promptly, but usually within forty-eight (48) hours, whenever a health or safety-related issue comes to their attention.

15.2 The Union agrees to give prompt 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.

15.3 All members of the bargaining unit have a responsibility to comply with University policies and existing health and safety standards, laws and regulations and to attend training sessions on safety and health matters required by state or federal law or University policy. Such training sessions shall be paid time. If an imminent and serious health or safety threat exists, subject to the protocol stated below, employees shall not be required to work in such an environment. An employee who perceives there to be an imminent health or safety threat should immediately vacate the premises and follow applicable emergency protocols. Such conditions should immediately thereafter be reported to the department manager and the Department of Risk Management and Safety or other appropriate offices for follow-up and investigation. UVM Risk Management and Safety shall provide a recommendation for next steps to the department manager within five (5) days of the report, who will in turn provide direction to the

employee regarding resumption of work at the site or alternative arrangements. All other workplace hazards of a non-emergency nature that the employee has been unable to correct through department resources should also be reported to the department manager and appropriate University offices, such as Risk Management, Radiation Safety, or Asbestos & Lead Management, for their investigation and recommendations.

15.4 If a member of the bargaining unit is asked or instructed to carry out a task or action that they reasonably believe would place anyone in danger, or that would violate one or more laws or regulations, they may refuse to execute the instruction. Such refusal is not insubordination and the employee shall not be subject to discipline or punitive action.

15.5 If a member of the bargaining unit is named as a party in a lawsuit or action of a regulatory body, the employee shall not be subject to discipline or punitive action as a consequence of having been so named in any such suit or action of a regulatory body. The University's Indemnification Policy shall apply to members of the bargaining unit.

ARTICLE 16 OUTSIDE EMPLOYMENT

16.1 The term "outside employment" refers to work performed by a member of the bargaining unit for an employer other than UVM or for voluntary work within the University but outside of the employee's job description. No employee shall be prohibited from engaging in outside employment provided it does not interfere with their normal duties and responsibilities, or pose a conflict of interest or conflict of commitment under University Policy.

16.2 Employees who engage in outside employment must comply with the University's Conflict of Interest/ Conflict of Commitment Policy.

ARTICLE 17 UNIVERSITY CLOSINGS

17.1 The decision to close the University of Vermont for all or part of a workday is made by the President of the University. Reasons for closing include but are not limited to: the loss of water, loss of power, or a severe weather condition. In the event of a University Closure, employees shall be paid for their regularly scheduled work day and not required to use leave time. The University will give employees as much notice as possible of a closing.

17.2 If a University work location(s) closes after employees report to work, employees shall be paid for the remainder of their scheduled shifts.

17.3 If weather conditions are forecasted to become hazardous, an employee may request to go home prior to the end of their work day. If approved, and they cannot work from home, the employee may use any accrued leave balances, or take unpaid leave, to cover the absence from work.

17.4 Employees unable to report for their scheduled work day or who are delayed in reporting because they are unable to travel due to of hazardous weather conditions, and who have notified their supervisor of their situation, shall not be subject to corrective action. If the employee cannot work from home, they may use any accrued leave balances, or take unpaid leave, to cover the absence from work.

17.5 In cases where a University closure is for a partial day only, employees will be expected to report for any part of their work day during which the University is open. Employees who request and receive permission to not report to a University work site and who cannot work from home, may use any accrued leave balances, or take unpaid leave, to cover the absence from work for the remaining portion of their work day.

17.6 With their supervisor's approval, employees who are able to work from home should do so during inclement weather or hazardous conditions with no loss of pay.

ARTICLE 18 START DATE AND RETURNING EMPLOYEES

18.1 Definition

Except as noted in the section "Returning Employees" below, an employee's start date shall be their first day of continuous benefits-eligible service with the University. This start date is used to determine the employee's length of service with the University, or "seniority." The seniority of University employees who are not in a bargaining unit and who become bargaining unit members shall remain based on their start date. The seniority of employees with the same start 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.

18.2 Returning Employees

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 take into account their previous University employment.

18.3 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.

ARTICLE 19 WORK DUTIES AND WORKLOAD

19.1 Position Descriptions

Each employee shall have a written position description that includes a general statement of duties and responsibilities and sets forth the minimal qualifications required for the position. The University will give new employees their job descriptions on or before their first day of work. Employees are encouraged to discuss any substantive changes in duties and responsibilities with their supervisor when they occur.

19.2 The University may change the duties of a position, including assigning new duties that relate to a position's major responsibilities. Before doing so, however, the supervisor or other manager will meet with the affected employee(s) to discuss intended changes and the reasons for them and to consider employee input.

19.3 It is the responsibility of the University to assign work to employees and to establish basic scheduling requirements that meet University business needs. Each employee and their supervisor shall review annually, as part of the evaluation process, the work demands and scheduling considerations for the upcoming year. Such work demands shall be consistent with the general responsibilities delineated in the position description, although it is understood that the position description will not list every duty that must be met by an employee. At such a meeting, the employee may discuss with the supervisor whether the existing position description still accurately reflects the major duties and responsibilities. The job description will be updated if the supervisor and the employee's department or business unit agree that an update is warranted. In such case, they may submit the new job description to classification and compensation for reclassification review (See Article "Classification and Reclassification.")

19.4 Workload Adjustments

The parties recognize that employees are professionals whose duties vary in content and schedule and sometimes require working more than the standard workweek. At the same time, the parties acknowledge that there may be occasions where an employee believes that they are working an excessive workload. In such cases, the employee may request a meeting with their supervisor to discuss their workload, and why they believe it is excessive. When requested, the meeting will occur within ten (10) days.

19.5 When the supervisor concurs that the employee is working an excessive workload, possible options to address such a situation include but are not limited to:

- i. Processing a request for reclassification of the employee's position in accordance with the Classification and Reclassification Article in cases where the duties and responsibilities of the position have substantively changed;
- ii. Elimination, reduction or modification of duties;
- iii. Providing logistical assistance or adding additional personnel on either a temporary or permanent basis.

19.6 The supervisor will respond in writing to the employee, with notice to the Union, within ten (10) days of the meeting.

19.7 An employee who is dissatisfied with the decision of their supervisor may grieve excessive workload as provided for in Article "Grievance and Arbitration," but said grievance cannot be advanced beyond Step Three.

ARTICLE 20 WORK SCHEDULES

Exempt (Salaried Staff)

20.1 The work schedules of exempt employees are not tied to a fixed number of hours per day or per week, nor are they tied to a fixed number of days per week. While the standard workweek is considered to be thirty-seven and a half (37.5) or forty (40) hours, it is understood that over the course of a year, the number of hours worked by an employee and the days on which such work must be performed may vary to meet seasonal needs or specific demands of a position. The scheduled workweek shall begin

with any scheduled shift beginning after Monday at 12:01 am and ending at midnight the following Sunday. Employees shall be paid on a bi-weekly or semi-monthly basis.

Non-Exempt (Hourly Staff)

20.2 Work Week

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 end at midnight the following Sunday. Employees shall be paid on a bi-weekly or semi-monthly basis.

20.3 Rest and Meal Breaks

Normally, non-exempt full-time employees receive two 15-minute paid 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.

20.4 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 an employee works through their lunch period the employee shall either be paid or have their schedule adjusted accordingly.

20.5 Start and End of the Work Day

Employees shall normally not be required to be at work before the beginning of their regular work day, or stay after the end of their regular work day, but if they are required to come in early or stay late, they shall be paid for any additional time they are required to work.

20.6 Time Lapse Between Shifts

There will be a ten (10) hour time lapse between shifts. Less than a ten (10) hour time lapse requires the consent of the bargaining unit employee and the manager.

20.7 No employee shall work more than 16 hours in a 24-hour period.

20.8 Schedules

Each department shall determine the work schedules of its employees. The department will not change such schedules for the purpose of avoiding overtime or arbitrarily or capriciously impose schedule changes. Nothing in this article shall prohibit an individual employee or group of employees and their supervisor from establishing a flexible work schedule or a fully or partially remote work schedule (see telework section below) in place of the standard workweek.

20.9 Temporary Change in Schedules

A temporary change of schedule may be initiated by an employee or their supervisor. If initiated by the supervisor, the employee will be provided with as much notice as feasible consistent with operational needs. Temporary changes in schedule shall not last more than fifteen (15) 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 an agreement to do so.

20.10 Non-Standard and Flexible Work Schedules

Core business hours, during which department business operations are conducted, shall be designated by management. The parties recognize that there may be occasions where either the University or the employee may desire a non-standard work schedule for a particular employee and length of time. A non-standard work schedule is a regular schedule that differs from the normal work schedule for a particular position. Non-standard schedules will be reviewed at least annually.

20.11 Employees may, with supervisor approval, flex their working hours within the span of one workweek, such that more than the normal number of hours are worked one day and fewer than the normal number of hours are worked another day, provided the employee does not exceed their normal workweek hours without overtime approval.

20.12 Employees may propose non-standard or flexible work schedules to their supervisor. The employee must give a written proposal to their supervisor indicating the nature of the schedule and expected duration. The supervisor will respond in writing within ten (10) days of the request. Any denial of the request will include a reason for the denial, and any such denial shall not be arbitrary or capricious. Supervisors may also set a limit on the number of employees in their department who have a non-standard schedule. In such a case, the supervisor will meet with their department to discuss the impact of the limit and consider, where appropriate, rotation of non-standard schedules.

20.13 Ending or Adjusting a Non-Standard Schedule

Once a non-standard schedule has been implemented, the supervisor may adjust or cancel the schedule with 14 days' notice after due consideration for an employee's needs or personal situation. In such a case, the University will provide notice to the affected employee(s). A supervisory decision to adjust or cancel a non-standard work schedule shall not be made arbitrarily or capriciously.

ARTICLE 21 OVERTIME AND SHIFT DIFFERENTIAL

Overtime

21.1 An employee who is non-exempt for Fair Labor Standards Act purposes will be paid overtime at time and a half (1.5) the employee's regular hourly rate for all hours in excess of their normal workweek.

21.2 A supervisor shall not require a work schedule change for the purpose of avoiding the payment of overtime. However, a supervisor and employee may mutually agree for the employee to flex their time consistent with business needs.

Compensatory Time

21.3 Non-exempt employees entitled to overtime pay may request compensatory time in lieu of overtime pay up to a maximum of seventy-five (75) hours of compensatory time. When used, compensatory time shall be granted on the basis of one and one-half (1.5) hours off for each hour of overtime worked. Any employee offered compensatory time may instead choose to receive pay. Use of compensatory time is subject to supervisory approval and should be requested consistent with department policies for requesting leave. Upon separation from employment, employees shall be entitled to compensation for any unused compensatory time accumulated under this subsection.

Shift Differential

Shift differential is intended as a premium for employees whose assigned shift partially or entirely falls outside of the normal workday (8:00 AM to 4:30 PM), or who are directed by a supervisor or manager to work outside of the normal workday. Shift differential will not apply:

- to employees who elect to flex their schedules in accordance with Article 20, unless they are directed or required by a supervisor or manager to work during hours that are eligible for shift differential;
- to occasional work during hours eligible for shift differential. For example, an employee who elects to work until 5:30 to finish an assignment or project without a supervisor or manager's direction to do so is not eligible for shift differential.

21.4 Employees will be paid an hourly differential of \$1.25 for all hours that they are routinely scheduled or directed to work between 4:30 PM and 10:00 PM.

21.5 Employees in an on-call status who are not routinely scheduled to work between 4:30 PM and 10:00 PM will be paid an hourly differential of \$1.25 for any hours that they are scheduled or directed to work between 4:30 PM and 10:00 PM.

21.6 Employees will be paid an hourly differential of \$1.50 for all hours that they are routinely scheduled or directed to work between 10:00 PM and 6:00 AM.

21.7 Employees in an on-call status who are not routinely scheduled to work between 10:00 PM and 6:00 AM will be paid an hourly differential of \$1.50 for any hours that they are scheduled or directed to work between 10:00 PM and 6:00 AM.

21.8 Employees who are not routinely scheduled to work between 10:00 PM and 6:00 AM and who are not in an on-call status will be paid an hourly differential of \$3.50 for any hours that they are scheduled or directed to work between 10:00 PM and 6:00 AM.

ARTICLE 22 WORK LOCATION AND TELEWORK

22.1 Telework

The parties recognize that there may be occasions where either the University or the employee may desire that at a partial or full telework schedule be arranged for a particular employee for some length of time. Telework schedules will be reviewed annually.

22.2 Telework will be administered consistent with the University Telework Policy implemented August, 2021, except that employees covered under this agreement shall have the right to grieve the final decision should the decision have been made in an arbitrary or capricious manner. Telework grievances cannot be advanced beyond Step Two, or in the event the final decision was made by the Step Two grievance official, Step Three.

22.3 Should the University make substantive changes to the Telework policy, the Union and University shall meet to bargain the effects of the policy change.

22.4 Occasional Telework

In certain circumstances (e.g., adverse weather, temporary health issue, training, or other similar circumstances), occasional telework arrangements may be adopted on a case-by-case basis without a formal agreement, focusing on the needs of the organization and the employee.

ARTICLE 23 CLASSIFICATION, RECLASSIFICATION AND PLACEMENT

23.1 Each position in the University is classified based on an assessment of the functions and responsibilities of the position.

23.2 When an employee's functions, duties and/or their responsibilities change substantially relative to their job description, they should first discuss the changes with their supervisor. If the supervisor agrees that a change to the employee's job description is warranted, they will bring it to the head of their college or division or designee for approval. If the head of the college or division or their designee agrees, they will submit the new job description to classification and compensation for review.

23.3 Human Resource Services (HRS) shall review the proposal and request additional information or evidence if needed to make a determination, and shall communicate a final decision in writing to the head of the employee's college or division or designee. A denial shall include specific details. The head of college or division or designee shall provide this information to the employee and the Union. The University shall not unreasonably deny proposed job description changes or reclassifications that are submitted by the supervisor to the head of an employee's college or division or designee.

23.4 Nothing shall preclude employees from reclassifying to a new job should they meet the requirements.

23.5 There shall be no cap on the number of employees in a particular job standard.

23.6 A proposal for reclassification will be approved or denied as soon as possible, but no later than two months after it is submitted to Classification and Compensation by a college or business unit or designee. Reclassification proposals that are approved shall be effective retroactive to the date they were submitted by the department head or designee.

23.7 Change in Salary

Upon movement of a position to a job standard/title with a higher pay band, an employee will receive a salary increase of no less than 5%.

23.8 Upon movement of a position to a job standard/title with the same or lower pay band, an employee will receive a new salary consistent with the job duties and salaries of employees in the same classification and department.

23.9 Equity Adjustments for Job Classification

- a. The University may, from time to time, make adjustments to accomplish pay equity goals and to avoid compression within a particular department or class of positions. Notice will be provided

to the Union prior to any pay equity adjustments going into effect. The University shall meet with the Union, upon request, to confer regarding the contemplated pay equity adjustments.

- b. If a new hire is brought in at a higher rate of pay than one or more current employees in the same job standard and department and the new employee has the same or fewer years and level of experience, the existing employee(s) shall be placed at least the same rate as the employee with same or fewer years and level of experience. The University and the Union shall review the salaries of existing employee(s) to ensure internal equity.
- c. When there is a precipitating event, the Union may bring a pay equity issue affecting a group of two or more employees to the attention of the University's contract administrator. A precipitating event may include, but shall not be limited to:
 - a. department re-organization;
 - b. retention of existing employees through counter-offer; or
 - c. inability to attract a pool of qualified applicants to a position after 6 months of posting.

23.10 In such situations, the Union and the University may agree to review and adjust the salaries of affected 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 24 JOB POSTING AND VACANCY FILLING

24.1 Job Posting and Selection

When the Employer determines that a bargaining unit position is available, the Employer will fill the vacancy in accordance with this article. See also Article 9, "Temporary Employees." Current employees interested in posted positions may apply through the University's normal hiring process.

24.2 If an employee who applies for a position meets the minimum qualifications or education and experience equivalencies for the position, they shall be given an interview for the position (See section 24.4, "Minimum Qualifications and Education and Experience Equivalencies"). Employees applying for a bargaining unit position may ask the hiring manager (or designee) the status of their application at any time.

24.3 Bargaining unit employees who are substantially equally qualified for a position will be given preferential consideration for hire over external applicants (e.g., non-UVM employees). If several internal applicants for a position are substantially equally qualified, the applicant with the greatest length of benefit-eligible UVM service shall be hired.

24.4 Minimum Qualifications and Education-and Experience Equivalencies

In alignment with University-wide Diversity, Equity and Inclusion (DEI) efforts, the parties agree that all bargaining unit job postings that have an educational requirement shall contain language indicating that an equivalent combination of education and experience may be substituted for the educational requirement. This provision shall not apply to jobs that require a specific certification or licensure (e.g., a nurse or counselor).

24.5 Return to Previous Position

Upon being hired into a new position, a bargaining 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.

24.6 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 position with no loss of seniority as long as the position vacated has not been permanently filled. Employees who return shall return to their former pay. The University shall not retaliate or discriminate against an employee who exercises the rights provided under this section. 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 26, "Layoff, Furlough, Recall, and Severance."

24.7 Changes to Salary

Upon movement of a position to a job standard/title with a higher pay band, an employee will receive a salary increase of no less than 5%.

24.8 Returning Employees

Employees who voluntarily resign their position and are rehired by the University into the same classification 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. Returning employees shall maintain their initial benefits service date, minus the time they were not employed at UVM.

24.9 Diversity, Equity and Inclusion in Hiring

The parties acknowledge that the process of hiring can be a critical moment for equity and representation among staff. In addition to the role played by the Office of Affirmative Action & Equal Opportunity (AAEO), the following steps will be taken to increase the diversity of applicant pools and the diversity of UVM staff.

24.10 Beginning July 1, 2023, UVM shall provide "affirmative recruiting" training for all hiring managers and search committee members.

24.11 Beginning July 1, 2024, UVM shall require "affirmative recruiting" training for all hiring managers and search committee members.

24.12 UVM shall provide information to help colleges and divisions appropriately post and circulate job postings in a manner that assists in the recruitment of candidates from groups that have been traditionally under-represented, including but not limited to working with recruiters with experience in DEI recruitment.

ARTICLE 25 TEMPORARY PROMOTION OUT OF UNIT

25.1 Description

Any promotion to a position outside of the bargaining unit is voluntary. Declining a promotion shall not negatively impact an employee's eligibility for future promotion opportunities.

25.2 Prior to the start of the temporary promotion, the employee and the manager will discuss the duties and expectations of the temporary position.

25.3 Change in Wage

Employees assigned to a temporary promotion will be paid at a higher wage rate than their current salary.

25.4 Timeframe

Temporary promotions must have mutually agreed start and end dates established prior to their commencement. These may be revisited or extended with the mutual agreement of the employee and the supervisor, but cannot be open-ended.

25.5 Return to Former Position

Temporary promotions shall not impact an employee's benefit service date.

At the end of the agreed temporary assignment period (or prior to that date should either the supervisor or employee request it), the employee shall return to their original position within the bargaining unit at the same rate of pay and benefits as when they began the temporary promotion (adjusted for any raises, pay adjustments, or change in benefits they would have received if they had been in the bargaining unit during the temporary assignment period).

25.6 Selection

There will be internal email notification within the same unit as the temporary position that the position is being filled on a temporary basis seeking qualified internal candidates. Qualified and interested candidates must notify the manager within 5 days of the email being sent.

25.7 If there are multiple people who are substantially equally qualified and interested in the position, the University shall select the most senior employee.

ARTICLE 26 LAYOFF, FURLOUGH, RECALL AND SEVERANCE

26.1 Definition

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 layoffs shall be reserved in the sole discretion of the University. The just cause standard of Article 12, "Discipline and Discharge" does not apply to layoff situations.

26.2 A furlough is a temporary reduction in FTE, or temporary layoff, of less than one year. Furloughs may also be accomplished via a mandatory number of furlough days to be taken by an employee over a period of less than one year. The just cause standard of Article 12, "Discipline and Discharge" does not

apply to furloughs. Furloughs do not apply during temporary University closings, such as the decision to close the University for all or part of workday due to, for example, a severe weather condition.

26.3 Furlough

Furloughs may be implemented during periods of University financial difficulty as declared by the University President. The Union and the University may also mutually agree to furloughs in circumstances other than University financial difficulty. A furlough is effective immediately upon notice to the employee, and is not subject to grievance or appeal. Employees on temporary furlough will remain employees of the University and will continue to receive University benefits, including University contributions toward benefit plans. Employees must continue to make their usual contributions toward their benefit plan premiums. Employees retain accrued paid time off during a furlough. Since retirement plan contributions by the University are based on wages earned, there will be no University retirement contributions with respect to furlough days. Employees are not permitted to substitute vacation or other accrued paid leave time for a furlough day. Employees may not perform work for the University during any furlough day. Furlough days will not be counted for purposes of calculating overtime.

26.4 Order of Layoff

When there are two or more employees in the same classification and in the same department where layoffs will occur, the University shall consider the following factors to determine the order of layoff:

- a. Seniority;
- b. Ability to perform the remaining work; and
- c. Recent past performance.

26.5 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 recent past performance within the last year. Seniority, for the purposes of selection, shall be based on length of service at the University, as determined by the employees' benefit eligibility dates. Probationary or temporary employee in an affected classification within a department shall be laid off before any non-probationary or non-temporary employee.

26.6 Notice, Meet and Confer

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 a representative of the Union in affected areas. At the request of the Union, the University's designees will meet and discuss the potential reduction in force within five (5) workdays following notification. The Union may submit its own proposals or alternatives in writing for dealing with the planned layoff situation before, at, or after this meeting, including conveying offers of voluntary layoff made by any unit members. The proposal must be made no later than ten (10) workdays after of the meeting. The University will consider the Union's proposal in good faith and respond in writing at least ten (10) days before the implementation of the layoff. The University's refusal to accept particular suggestions or proposals made by the Union with respect to alternatives to reducing staff shall not be subject to the grievance and arbitration provisions of this Agreement.

26.7 Options for Laid Off Employees

Employees who are laid off, including employees on restricted funds or limited term appointments with six or more years of uninterrupted service, whose term of employment with the University ends may choose from one of three options: Job Placement, Severance, or Recall Rights. Employees on restricted funds or limited term appointments with less than six years of service whose term of employment with the University ends may choose from one of two options: Job Placement or Recall Rights.

26.8 Job Placement

In the case of layoff, any affected employee(s) may choose at the time of layoff to be placed into any vacant position at UVM (a vacant position is one posted on the www.uvmjobs.com site), provided they meet the position requirements or, as determined by the University, will be able to meet the position requirements within a reasonable amount of time as determined in the sole discretion of the University, but not to exceed six (6) months from being placed in the new position. If two or more laid off employees choose to be placed in the same position, and each meets the position requirements, the most senior employee will be selected.

26.9 Recall Rights

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 a vacant position in the same classification and in the same department or business unit from which they were laid off; and
- b. to any vacant position to be filled in the same college or division 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.

26.10 Employees will be recalled under this section based on length of service at the University, as determined by their benefits eligibility dates.

26.11 Recall rights shall terminate if an employee on recall declines an offer of employment to a position for which they have been determined eligible for recall rights.

26.12 Severance

Any laid off employee who does not exercise their rights to remain employed through the job placement or recall rights sections of this article, except for an employee on restricted funds or a limited term appointment with less than six years of uninterrupted service, whose term of employment with the University ends, has the right to severance according to the following schedule:

- Staff with less than two years of service, who have completed probation, will receive one month's severance pay;
- Staff with at least two years of service but fewer than six years of service will receive three months' severance pay;
- Staff with six or more years of service will receive six months' severance pay.

26.13 Under no circumstances will an employee be eligible for severance pay while the employee is actively employed by the University. If any laid off employee chooses to return to service during the severance period, any right to severance pay under this section will cease upon return to employment.

26.14 Return to Service

Employees with three or more years of previous UVM service in a regular, non-temporary staff position with an FTE of 50% or more who return to UVM employment in a regular, non-temporary staff position of at least 50% FTE within two years of layoff will be reinstated with an adjusted service date and all benefits waiting periods will be waived. This section does not apply to retired staff or staff who were terminated for just cause.

ARTICLE 27 HOLIDAYS AND ADMINISTRATIVE CLOSURES

27.1 Bargaining unit members will receive paid time off for all annual administrative closures and holidays that UVM observes, including at minimum:

Holidays

- New Year's Day
- Birthday of Dr. Martin Luther King, Jr.
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

27.2 Administrative Closures

The University will be closed for at least three days each year between December 26 and December 30 for Winter Break. The University may, in its sole discretion, grant additional Winter Break days before or after this period.

27.3 Calculating Holiday Pay

The University provides 7.5 or 8 hours of paid time off (consistent with each employee's regular work schedule of 37.5 or 40 hours per week) for recognized University holidays and administrative closures. An employee's holiday pay is based on their normal straight-time salary or hourly rate and will be considered hours of work when computing their pay period earnings.

27.4 For employees who are less than 1.0 FTE, holidays will be prorated consistent with their FTE. For example, an employee with .75 FTE will receive .75 of 7.5 hours (37.5 hour workweek) or 8 hours (40 hour workweek) for each recognized holiday. Employees whose normal workday is more than 7.5 or 8 hours will still receive 7.5 or 8 hours of paid time off for each holiday.

27.5 Timing

Holidays falling on Saturday will generally be observed on the preceding Friday. Holidays falling on Sunday will generally be observed on the following Monday. Employees not regularly scheduled to work on a holiday will have the next regularly scheduled workday off instead.

27.6 Holidays that fall during an employee’s scheduled vacation or paid medical leave will not count as a day of vacation or medical leave. If an employee is on a non-paid leave over a holiday, they will not be paid for that holiday.

Working Holidays and Administrative Closures

27.7. Non-Exempt Employees

Non-exempt employees who work on a holiday will be compensated at the rate of 1.5 times their straight-time base rate for all hours in addition to 7.5 or 8 hours of paid holiday time.

27.8 Employees may choose to take compensatory time off or payment in lieu of time off.

27.9 Exempt Employees

Exempt employees required to work on a holiday will receive a paid day off at their straight-time rate at a later date mutually agreed on with their supervisor.

ARTICLE 28 PAID TIME OFF

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

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

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

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

28.4 PTO may be taken with advance permission from an employee's supervisor any time after it is earned, including up to 5 days during the employee's probationary period. Every PTO day taken during the probationary period shall add an additional day to the length of the probation. PTO accrues during a paid leave, but not during an unpaid leave.

28.5 PTO Scheduling

Employees should review their PTO plans with their supervisor once or twice a year. Generally, supervisors will be as flexible as possible and requests will be granted whenever possible. Supervisors shall respond in writing to an employee's PTO request as soon as possible, but normally no more than two (2) weeks after the request was made. PTO requests shall not be unreasonably denied. Employees may use their annual PTO time during the same year it is accumulated.

28.6 Cultural Holiday Observances

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

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

28.8 Maximum Accrual

Employees may accrue up to two times their annual allocation of PTO.

28.9 Termination of Employment

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

28.10 Access to Records

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

28.11 PTO and Re-Employment

If an employee leaves UVM after three or more years of at least half-time continuous regular service, and is re-employed in another half-time or more continuous regular position within two years of their

original separation date (except in cases of termination for cause), PTO will accumulate at a rate based on their overall years of service with UVM.

ARTICLE 29 SICK LEAVE AND MEDICAL LEAVES

29.1 Sick Leave

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

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

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

29.4 Benefit Group Formula

- A 12 days per year
- B75, .83 or .92 x 12 days per year
- C % of FTE x 12 days per year
- D75, .83 or .92 x 12 days per year
- E % of FTE x 12 days per year
- F75, .83 or .92 x 12 days per year

29.5 Medical Leaves

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

29.6 Documentation of Sick Leave and Medical Leaves

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

29.7 In some circumstances, employees may be required to provide a physician's statement certifying that they are able to return to work after a serious or extended illness. The statement must address the employee's fitness for duty and any limitations they may have in assuming their regular work.

29.8 Probationary Employees

Employees in their probationary period who use sick leave may have their trial period extended by a number of days equal to the number of sick leave days used during the probationary period. In such cases the Union shall be notified.

29.9 Access to Records

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

29.10 Extended Leave

If employees are absent or expect to be absent for more than two (2) weeks, they must request a medical leave from their supervisor. Employees on an approved medical leave, either paid or unpaid, shall continue to participate in insurance programs for up to twenty-six (26) weeks. If the leave is unpaid, the University will not contribute to the employee's retirement plan, PTO and sick leave will not accrue, and tuition remission will not be available, except for the employee's dependent children.

29.11 Employees on paid or unpaid medical leave shall normally have their position held for a period of not more than twenty-six (26) weeks (or less if the position has been eliminated because of layoff or reorganization). If the employee is unable to return to work after twenty-six (26) weeks, they must apply for a personal leave of absence at least thirty (30) calendar days before the expiration of the 26-week period. Such personal leave may not exceed one year. Failure to apply will result in automatic termination of employment at the end of the medical leave. Personal leave shall be granted in the sole discretion of the University.

29.12 When an employee begins a medical leave that is expected to last more than two (2) weeks, the University will notify them in writing of:

- their eligibility for statutory leave;
- that their position will be held for no more than 26 weeks;
- the last day/date of the 26-week medical leave period; and
- the right to apply for personal leave if they are unable to return to work within 26 weeks.

29.13 A copy of the notice provided to the employee will also be provided to the Union, unless the employee requests in writing that it not be provided. The Request for Leave of Absence form shall be considered the official record which documents the request for a leave of absence.

29.14 Carryover

Unused sick leave shall be carried over into the following year.

29.15 Balances and Termination

Payments will not be made for accumulated, unused sick leave, either during active employment or upon termination of employment.

29.16 Temporary Reduction in FTE to Care for Immediate Family Members or to Bond with a Child

An employee may take FMLA leave intermittently (taking leave in blocks of time) or on a reduced leave schedule (reducing the employee's usual weekly or daily work schedule) in accordance with the FMLA and University policies and this collective bargaining agreement. If an employee has exhausted FMLA leave, or is not eligible for intermittent or reduced schedule FMLA leave, and has worked for the University for three or more years in a full-time capacity, the employee may request a temporary reduction in their full-time equivalency for one or more of the following reasons:

- To bond with a newborn child, or to bond with a child placed with the employee for adoption or foster care, within the first 12 months of birth or adoption/placement;
- To care for an immediate family member (spouse, child, or parent as defined by the FMLA, or any dependent relative living in the employee's household); or
- Other appropriate circumstances as determined in the discretion of the supervisor.

29.17 Employees must submit a written request for a reduction in FTE to their supervisor stating the length and purpose of the reduction in FTE, and the desired FTE. If the supervisor approves the request, it will be forwarded to the dean, director or other appropriate administrative officer for final approval.

29.18 Such leaves will not be unreasonably denied, but are subject to the business needs of the University. In some instances, an employee and their supervisor may agree to employment in a different position during the period of reduced FTE. In such cases, the terms and conditions of the arrangement must be placed in writing in advance of the approval of reduction in FTE with signatures of the employee, the supervisor and a representative of the Union. Nothing shall preclude the employee from returning to their full-time status at the end of the reduced FTE period.

29.19 The following conditions apply for all partial leaves approved:

- a. The maximum reduction in FTE will be 50% but to no less 0.5 FTE.
- b. Salary during the leave will be prorated based on the FTE.
- c. The length of the reduced FTE will normally be limited to two years. If the period of reduced FTE is longer than one year, the circumstances will be reviewed annually to establish if it is appropriate for the reduction in FTE to continue.
- d. The terms and conditions of employment during the period of reduced FTE will be as described for regular staff members working less than full-time but greater than half-time, except that the employee's health care and dental insurance shall be retained with the University paying for part of the premium on a prorated basis, directly in proportion to the employee's full-time equivalency during the period of reduced FTE.
- e. The University's contributions to the employee's retirement plan will be based upon the employee's reduced salary.
- f. The employee's life insurance will be continued under the terms of coverage provided by the group life insurance plan, and the employee must continue to pay their share of the cost.
- g. Disability insurance will also be continued, but the level of coverage will be based on the employee's reduced salary.

- h. The University's contribution toward disability premiums will be reduced to a level proportional to the employee's reduced coverage.
- i. Tuition remission for the employee's dependents will be available on the same basis as before the period of reduced FTE began.
- j. Tuition remission for the employee shall be consistent with the benefit group resulting from the reduced FTE.

29.20 Extensions

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

ARTICLE 30 SICK LEAVE BANK

30.1 Each year during the benefits open enrollment period and during the month of June, bargaining unit employees may donate some of their accumulated PTO and Sick Leave to a Sick Leave Bank. Employees may only donate up to forty (40) hours of sick leave per calendar year and as many PTO days as desired so long as they have a balance of 20 hours in each bank after donation. Leave may only be donated in full hour increments. The University will send an email notification to all bargaining unit members informing them of this program, and of their ability to donate time. Employees who donate time must complete and submit the University-designated form for that purpose.

30.2 During the term of this agreement only, in the event the Sick Bank is depleted and there are staff in need of the benefit, the parties agree to renegotiate the open enrollment period. This provision shall expire on June 30, 2024.

30.3 Administration of the Sick Leave Bank

Each year in January and August, the University will notify the Union of the total number of hours donated. UVM Human Resource Services will administer the Sick Leave Bank and shall establish a Sick Leave Bank Committee that includes up to five bargaining unit members to assist therewith. The Committee will:

- Follow a regular meeting schedule;
- Create forms and a process for bargaining unit members to apply for donated time;
- Accept and review applications for use of donated time;
- Establish fair and objective criteria to apply in determining how to distribute donated time to applicants;
- Review applications for donated time in a timely fashion, and inform applicants in writing of the status of their applications

30.4 Committee members may meet during work time for up to four hours per month to administer the Sick Leave Bank, so long as their participation does not interfere with their University job duties.

30.5 The Union will provide a list of Sick Leave Bank Committee members to the University, and will update the University whenever there are changes.

30.6 The Union will hold the University harmless and indemnify the University for any costs, damages or liabilities, including, but not limited to, reasonable litigation costs and attorneys' fees, incurred by the University as a result of this Article.

30.7 Qualifying Reasons for Sick Leave Bank Award

Awards made from the Sick Leave Bank shall be restricted to “medical emergencies.” A medical emergency shall be defined as a medical condition of the employee or a family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the Sick Leave Bank.

30.8 Requesting Time

In order to be eligible for Sick Leave Bank time, bargaining unit employees must meet the following criteria:

- Completed probation in their current position;
- Anticipate exhausting all available leave (sick, PTO etc.) at the time of application;
- Exhaust all available leave (sick, PTO, etc.) prior to using any Sick Leave Bank awarded time;
- Have a qualifying reason for leave. Employees may be required to provide supporting documentation to Human Resource Services.

30.9 Sick Leave Bank time may only be applied to qualifying leaves, and may only be used in full-day increments. Employees are limited to 300 hours of Sick Leave Bank time in a calendar year (January to December).

30.10 Once an applicant has been approved for use of Sick Leave Bank time, the donated time will be available for use during the next possible pay period, provided all other available paid leave has since been exhausted.

ARTICLE 31 PARENTAL LEAVE

31.1 Eligible employees will receive their full salary, or full regular straight-time pay, for up to eight weeks of paid parental leave for the following reasons, as defined by the FMLA:

1. The birth of a child or placement of a child for adoption or foster care; or
2. To bond with a child (leave must be taken within one year of the child’s birth or placement).

31.2 Eligibility and administration will be consistent with the rules for FMLA leave, except that eligibility will begin after the completion of the employee probationary period and the paid leave may continue after the employee has exhausted all of their FMLA. Employees who use parental leave prior to 12 months of University employment agree to return to employment with the University for a period at least equal to the amount of parental leave used, unless they are unable to return to work due to medical necessity of themselves, birthing partner, or their child(ren).

31.3 If both parents are employed at the University, each parent will be eligible for eight weeks of paid parental leave.

31.4 In order to be eligible for paid parental leave, the employee must either:

- Be taking FMLA leave for one of the two above-listed reasons, and paid parental leave will run concurrently with leave under the FMLA.
- Meet the criteria of the two above-listed reasons, even if they have exhausted their FMLA. In this event, once the employee is again eligible for FMLA, paid parental leave will run concurrently with the FMLA.

31.5 Paid parental leave benefits must be taken in eight continuous weeks of time. However, for an employee who has given birth and who receives paid short-term disability (STD) benefits during the employee's own medical recovery following childbirth, paid parental leave will pause during STD payments, and re-commence after termination of STD benefits.

31.6 Any unused paid parental leave will not be carried over or paid out to the employee.

31.7 After paid parental leave (and any STD benefits) are exhausted, the balance of FMLA leave (if applicable) will be compensated through the employee's accrued leave balances, or may be unpaid if the employee requests it or has no accrued paid leave time.

31.8 Employees must provide their supervisor with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). Employees must complete all requested forms and provide all requested documentation to Human Resource Services in support of their request for paid parental leave.

ARTICLE 32 NURSING PARENTS

For an employee who is a nursing parent, the employer shall for three (3) years after the birth of a child:

- a. provide adequate paid break time, according to the needs of the nursing parent, each day to feed, or express breast milk for, their nursing child. The nursing parent will meet with their supervisor to determine appropriate scheduling to meet the needs of the nursing parent.
- b. provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy.
- c. The employer shall not retaliate or discriminate against an employee who exercises the rights provided under this section.

ARTICLE 33 PERSONAL LEAVE

33.1 All regular staff members with an FTE of 50% or more are eligible to apply for a Personal Leave of Absence without pay for up to one year. Requests for Personal Leave shall be made to the employee's supervisor. No leave of absence will be approved unless there is a reasonable expectation that the employee's position will be available upon the employee's return.

33.2 Ordinarily, a personal leave is not granted for more than one year. If the employee needs more than one year, additional leave must be requested at least one month before the end of their original one-year leave. During an unpaid personal leave, the employee may continue their UVM insurance plans, but they must cover the full cost.

33.3 Generally, a personal leave may not be taken during the probationary period, but if such a leave is granted, probation may be extended by the length of the employee's leave.

ARTICLE 34 BEREAVEMENT LEAVE

34.1 Employees shall receive three (3) days of paid bereavement leave for deaths of individuals close to the employee, including:

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

* or their spouse/partner

** of either the employee or their spouse/partner

34.2 Additional Time

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

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

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

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

34.6 It is understood that employees who suffer physiologically or psychologically as a result of bereavement may use medical leave during a period of mourning.

34.7 Bereavement leave shall not be unreasonably denied. An employee requesting bereavement leave shall provide their relationship of the deceased to their supervisor. Documentation shall not otherwise be required for this leave, except in cases where an employee has a prior disciplinary record for abuse of leave, or in other cases where there are reasonable grounds to believe that an employee is abusing bereavement leave.

ARTICLE 35 SERVICE LEAVES

35.1 Jury Duty

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 trial period, the supervisor may extend the trial 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.

35.4 Military Service

The University will comply with all federal and state laws and University policies 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 members and their families are also covered by expanded leave rights under the amended Family and Medical Leave Act (FMLA), as provided under federal legislation.

35.5 Volunteer Emergency Service

Employees who serve as a community fire fighter, rescue squad member, or auxiliary police officer 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 may deny such volunteer emergency service if it conflicts with the requirements of the employee's service with the University. Employees in a position which requires their presence for campus emergencies, or where continuous attendance is critical to a department's operation, may be asked by the appropriate dean or vice president to relinquish voluntary emergency service.

35.6 Blood Drives

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

35.7 Town Meeting

Employees who reside in towns with town meetings may be granted time off without loss of pay to attend such meetings or cast a ballot if the town meeting is 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. Supervisors may require proof of attendance in their discretion.

35.8 Community and Professional Service

The University recognizes the importance of volunteerism and values the time its employees spend in service to UVM and surrounding communities. Volunteer work performed to support the University's mission and enhance community relations is encouraged. We recognize several different types of volunteer service:

1. UVM committees, governance groups such as Staff Council, the Traffic Board of Appeals, the Board of Trustees, etc.
2. Professional service such as non-partisan service to the community, or one's professional organization, that is directly related to the employee's job at UVM and their expertise in their job.
3. Community Volunteer. Service to the community that is not directly related to the employee's job such as blood donor, volunteering at schools or non-profit organizations, etc.

35.9 Supervisors are encouraged to provide reasonable, paid release time for employees to serve in ways outlined in #1 and #2 above. Flexibility in scheduling is also encouraged for service in the third category. Volunteerism should be encouraged and supported at all levels.

ARTICLE 36 WAGES

1. FY22.
 - a. Effective on the date of ratification of this Agreement, all bargaining unit employees who were on the payroll on July 1, 2021 and who are still on payroll on the date of ratification will receive an increase in their base salary of three thousand five hundred dollars (\$3,500) retroactive to July 1, 2021.
 - b. Back wages from July 1, 2021 shall be paid in a lump sum no later than the first pay period that occurs 30 days following ratification. The back wages of employees who came onto the payroll after July 1, 2021 and who are still on payroll on the date of ratification of this agreement will be pro-rated based on their start date.
 - c. The \$3,500 increase will be prorated for term and FTE.
 - d. After the \$3500 increase is applied, the minimum hire rate for employees in the CTS and PFS bargaining units will be \$20/hour.
 - e. All bargaining unit employees earning less than \$20/hour will be adjusted to at least the minimum hire rate. To avoid compression issues, additional adjustments will be made in accordance with the schedule outlined in a memorandum of agreement between the parties.
2. FY23
 - a. Effective the first full pay period in July 2022, all bargaining unit employees will receive an increase of three percent (3%) in their base rate of pay.
3. FY24
 - a. Effective the first full pay period in July 2023, all bargaining unit employees will receive an increase of three percent (3%) in their base rate of pay.

ARTICLE 37 ON CALL AND CALL IN

37.1 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.

37.2 Individual departments will determine the communication method for on-call obligations. 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.

37.3 Bargaining unit employees who are designated as on-call receive the on-call stipend and call-in premium when the policy guidelines are met. Pagers or other mutually agreed upon technology will be made available to bargaining unit employees designated as on-call and is the preferred mode of contact. To receive the on-call stipend and call-in premium compensation, a bargaining unit employee must:

1. Be employed in a department with an approved on-call program;
2. Be officially designated as on-call;
3. Be reachable by telephone or page during the assigned on-call period;
4. Restrict personal travel to permit immediate availability;
5. Respond by phone with ten (10) minutes when notified by pager;
6. Respond to the work site within thirty (30) minutes after receiving the call unless the department specifies a different timeframe on its On-Call Management Plan.

37.4 On-Call Stipend

Compensation in the form of an hourly wage will be paid at three dollars (\$3.00) per hour for each hour an employee is designated on call. Employees who are absent from work due to illness are not eligible for the on-call stipend for the hours they are out sick.

37.5 Bargaining unit employees who fail to meet any of the on-call requirements described above will not be compensated for the assigned period of on-call and may be subject to disciplinary action.

37.6 Call-In Premium

When a bargaining unit employee is called to a University work or directed to perform required duties outside of their scheduled work day, compensation in the form of a premium rate will be paid under the following guidelines:

1. In addition to the on-call hourly wage, bargaining unit employees will receive call-in premium pay equal to one and one half (1.5) times the bargaining unit employee's base hourly rate for a minimum of three (3) hours to a maximum of actual hours worked.
2. If a bargaining unit employee is called in prior to the start of their regular shift both the on-call wage and premium pay will cease at the start of the bargaining unit employee's regular shift. Call-in premium shall not apply if an employee comes in or leaves at a time outside of their regularly scheduled workday at their own request or in mutual agreement with their supervisor. For example, an employee who requests or agrees to "flex" their time by coming in early and leaving early on a particular workday shall not be entitled to call-in premium.

37.7 If a bargaining unit employee who is scheduled to be on-call is asked to remain at work immediately following their scheduled work day, or asked to come in early immediately preceding their scheduled work day, they will be compensated at a rate equal to one and a half (1.5) times their base hourly rate, and the on-call stipend will be paid for the hours immediately before or after their regular work day. The time will be considered "Called In-On-Call." It will not be counted as overtime compensation, but the hours will count toward eligibility for overtime compensation. In this situation, the bargaining unit employee will not receive any travel time, and there is no three-hour minimum.

37.8 Travel Time

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

37.9 Called-In, Not On-Call

Bargaining unit employees called in while not designated as on-call will receive hourly pay equivalent to twice their hourly rate for a minimum of three (3) hours, and travel time as outlined in section 37.8.

ARTICLE 38 PROFESSIONAL DEVELOPMENT

38.1 Many units at the University have professional development funds set aside for employees, to support career growth and service to their professional fields. Staff are encouraged to pursue professional development funds and opportunities through their units where available. In doing so, they should follow any unit-specific established procedures for requesting professional development funds and opportunities. Staff who receive professional development funds through their units are not precluded from applying for the funds described in this Article.

38.2 Staff holding external grants are expected to use grant funds specifically designed for professional development purposes prior to applying for the funds described in this Article.

38.3 Professional Development Fund

The University shall create a Professional Development Fund to support employees in their professional development activities, and shall maintain a funding level of \$250,000 in the Professional Development Fund for each fiscal year of this agreement. Any remaining balance in the Fund at the end of each fiscal year will roll over to the next fiscal year.

38.4 During the term of this agreement only, in the event the Professional Development Fund is depleted, the parties agree to re-negotiate the funding level. This provision shall expire on June 30, 2024.

38.5 The University and the Union shall establish a joint Professional Development Fund Committee (PDFC) to oversee distribution of the funds. The PDFC shall consist of three representatives from the University and three representatives from the Union. The PDFC shall establish a process to request professional development funds, and the criteria used to approve or deny requests. With the approval

of their supervisor, employees may make a request to the PDFC for professional development funds through the established process. All professional development activities approved by the PDFC must be relevant to the requesting employee's job duties. Employees who receive professional development funds through this process must follow established University policies and procedures for institutional expenditures.

38.6 Employees who request and receive funds through the PDFC are not precluded from receiving additional professional development funds through their department or other sources.

38.7 Professional and Educational Development

Employees seeking short-term time off or flexibility with their schedules to take classes at UVM or another educational institution shall make a request in writing to their supervisor, who shall review and approve or deny requests based on the business needs of the department. Decisions shall not be unreasonably denied. Business need may be a factor in determining whether or not a denial was unreasonable.

ARTICLE 39 EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE

39.1 UVM encourages employee participation in programs that develop and advance job-related skills and knowledge, enhance job performance, or prepare employees for advancements in UVM employment, bargaining unit members are eligible for Educational and Professional Development Leave (EPDL) of two weeks or more with pay to develop or increase skills and abilities that will be of demonstrable use in their current position at the University.

39.2 EPDL may be granted for the purpose of attending classes and workshops, participating in internships, and other activities. An EPDL is necessary only when the program of study requires the employee's absence for more than two weeks. Absences of less than two weeks to attend an educational or professional development program only require approval from the employee's supervisor. Approval shall not be unreasonably denied. Business need may be a factor in determining whether or not a denial was unreasonable.

39.3 Eligibility

To be eligible for EPDL, an employee must have completed their probationary period. 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. The maximum allowable period for EPDL at full salary is six months. EPDL of longer than six months will be at a reduced (77.3%) salary for the duration of the leave. In no case will EDPL exceed one year. Employees may not be granted more than one EPDL leave during a six-year period.

39.4 To be approved for EPDL, an employee must be able to satisfactorily demonstrate the relevance of the program of study to their employment at the University. Their supervisor is required to provide evidence that there are sufficient resources within the department to cover the employee's absence during EPDL. Employees who use EPDL must agree to return to employment at the University for a time at least equal to the length of the leave. Requests shall not be unreasonably denied.

39.5 Outside Income

An employee on EPDL who receives outside income as a result of a paid internship, scholarship, or grant, must report such income to UVM. The amount received will be deducted from the salary they are paid by the University during EPDL. However, if the employee anticipates unusual expenses directly related to the objectives of their leave, such as additional living expenses, they may request permission to not have their UVM salary reduced by the full amount of their outside income. The reasons for their request must be provided in detail when applying for their leave. Requests shall not be unreasonable denied.

39.6 Applications

Employees requesting EPDL should provide as much notice as possible. To request EPDL, an employee must submit a request to their supervisor which includes:

- The purpose of the leave;
- a description of the educational plan;
- a description of how the course of study is relevant to their position at the University and will develop or increase the skills they need for their position; and
- an explanation of how the leave will be handled by the department without the need of additional fund.

ARTICLE 40 HEALTH INSURANCE

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

40.2 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") or eligible qualifying event.

40.3 Dependents: 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 and dental coverage purposes, qualified dependent children are covered until the end of the month of their 26th birthday.

40.4 Unless otherwise provided in this Article, a dependent shall include a spouse, civil union partner, domestic partner and/or a qualifying child to be defined as a child (natural, legally adopted, legal guardian thereof) under age 19. To be qualified for benefits, a domestic partner must meet the definitions and complete the attestation outlined in Appendix D of the Agreement. For purposes of administration of the Flexible Spending Plan, the definition of dependent is as defined by relevant federal law.

40.5 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

40.6 Changes in Insurance Carrier Options. The University retains the right to select the insurance carrier or administrator for the medical plan and may change carriers or administrators for such plan at any time, providing only that the University notifies the Union at least 30 days in advance of such a change.

40.7 The University shall negotiate with the Union the impact of such changes on the scope of plan coverage and/or employee cost. Nothing in this Agreement shall preclude the University from, in its sole discretion, adding medical insurance plan options. Nothing in this Agreement shall preclude the University from, in its sole discretion, deleting medical insurance plan options, provided that the University must notify the Union in writing at least thirty (30) days prior to effecting such change. The University shall negotiate with the Union the impact of such changes on the scope of plan coverage and/or employee cost.

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

40.9 Cost sharing. Effective January 1, 2022, all full-time employees in Groups A, B, or C shall contribute a percentage of the premium costs of health insurance in accordance with the schedule then in effect, and available on the HRS web site. The employee percentage contribution shall not change for the life of this agreement. These premium costs do not include internal copayments, deductibles or other costs which are part of the plan, and for which employees may be responsible. 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 E of this Agreement.

40.10 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 inverse 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, or less than the premium contribution than they would pay based on their salary.

40.11 Plan Options. Medical insurance plans are currently offered through Blue Cross/Blue Shield as described in Appendix F. Plan coverage specifications and costs, including required employee contributions to premiums, deductibles and co-pays, are available for review in the University summary plan descriptions available from Human Resource Services or at its website. The Blue Cross/Blue Shield plan will be the same plan described in Appendix F.

40.12 Waiver of Health Insurance Coverage. Full-time employees may waive their health insurance coverage. The University will pay \$1,000 to any full-time employee who certifies that they and their qualified dependents are covered by non-UVM group health insurance and also do not fall into any of the categories below. This option is not available for employees who waive coverage for their eligible dependents but not for themselves.

40.13 The \$1,000 in lieu of health coverage option is not available if either of the following is true:

- The employee is covered as a dependent on a UVM Health Plan; or
- The employee or their dependents are on COBRA.

40.14 The \$1,000 is subject to withholding taxes, and is spread throughout the year based on the number of paychecks the employee receives. If waived coverage is for less than a full year, the \$1000 payment will be pro-rated based on the number of paychecks for which coverage was waived.

40.15 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.

40.16 If an employee has waived UVM insurance coverage and then loses their other insurance coverage by an event outside their control, they will be allowed back into the UVM medical coverage option. The employee will be entitled to only a pro-rated portion of the \$1000 based on the length of time (in whole months) their coverage was waived. If the employee waived coverage for themselves and for their dependents, the employee may come back into the UVM plan if the employee's spouse or civil union partner loses employment, or if the employee loses coverage because of divorce or the death of the spouse or civil union partner. The employee may not come back into a UVM plan simply because their spouse's or civil union partner's employer increases premiums or decreases coverage until the next Open Enrollment period.

40.17 Medical or Parental Leave. An employee otherwise covered by University medical insurance shall, while on paid or unpaid full or partial medical or parental leave, be entitled to continuation of the University contribution toward such insurance coverage up to a maximum of twenty-six (26) weeks, provided the employee continues their contributions to the premium cost. The University's contribution will be in the same proportion as it was before the medical leave began.

40.18 Personal Leave. An employee otherwise covered by University medical insurance shall, while on unpaid personal leave, be entitled to continuation of the University contribution toward such insurance

coverage up to a maximum of thirty (30) days, provided the employee continues their contributions to the premium cost.

ARTICLE 41 DENTAL INSURANCE

1. The University will provide full-time employees in Groups A, B, or C with base 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 base 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.
2. For full-time staff members and their qualified dependents in groups A, B, and C, eligibility for dental insurance coverage will begin six months following their first day of employment. Dental insurance is offered to regular part-time employees in groups D, E, and F twelve months after the date of hire.
3. Deductibles and copayments are as prescribed in the UVM dental insurance plan.
4. 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.
5. 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 G 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 G 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.
6. An employee otherwise covered by University dental insurance shall, while on unpaid personal leave, be entitled to continuation of the University contribution toward such insurance coverage up to a maximum of thirty (30) days, provided the employee continues their contributions to the premium cost.

ARTICLE 42 RETIREMENT

42.1 Contributions to Retirement Plans

Enrollment in the UVM Retirement Savings Plan ("the Plan") is voluntary. Part-time and full-time employees are eligible to participate in the UVM 403(b) Retirement Plan with their own contributions immediately upon employment, by contributing the minimum amount required by the plan (at least 2% of their UVM base salary) and by choosing the kind of investment they would like to make.

42.2 The University offers several retirement savings account options from which the employee may choose. The University 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.

42.3 The University will contribute 10% per year of an employee's annual base salary to a their UVM retirement savings 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 at least 2% of their base salary into the retirement savings account at the same time.

42.4 The three-year waiting period for the UVM portion to be contributed to an employee's 403(b) Plan may be waived if:

- The employee submits proof to Human Resource Services that they have a vested interest in the retirement plan of their immediate past employer and that employer is a nonprofit or governmental employer.
- It may also be waived if the employee is a former UVM employee who terminated with three or more years of continuous regular employment in benefit groups A, B, C, or D and is re-employed by UVM in a continuous regular position in one of these same benefit groups within two years after the original termination. (This does not apply if the employee was terminated for cause.)

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

42.6 Post-Retirement Medical Coverage

Post-retirement Medical Coverage will be provided in accordance with the Benefits Manual for Non-Represented Staff as updated 8/4/20, an electronic copy of which will be provided to the Union.

42.7 Modification of Post-Retirement Medical Benefits

In the event that the University plans to substantially modify or eliminate any such retiree health or dental coverage and/or Medicare 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.

42.8 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:

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

42.9 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 43 TUITION REMISSION

43.1 Employees

1. Employees in benefit groups A, B, or C may be granted tuition remission for up to 15 credits of course work or thesis research per year for any September 1 through August 31 period, tuition free. Employees in benefit groups D, E, or F may take up to six credits in the one-year period. Employees may use the tuition remission benefit without enrolling in a degree program. Tuition remission is available only to paid employees during active employment and to employees who retire after qualifying for post-retirement benefits.

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

2. If a course is not available during the evening session, supervisors may authorize an employee to attend a class during the workday. However, time spent away from the job to attend classes must be made up by the employee or taken as exception time or unpaid leave.
3. The University will pay the comprehensive fee and summer session regular fees associated with courses which receive tuition remission benefits.
4. To be covered by tuition remission for a given semester, the employee must begin employment before the close of the semester add/drop period.
5. Tuition remission is available 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.
6. The University will pay for in-state 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.
7. Tuition Reimbursement for Employees Living and Working More Than 40 Miles from the University of Vermont Main Campus. UVM employees who live and work 40 or more miles from The University of Vermont main campus in Burlington may be eligible for tuition reimbursement for courses taken at any of the colleges for which tuition remission is now available to dependent children in the Vermont State College network. These are Northern Vermont University (formerly Johnson State and Lyndon State Colleges), Castleton University, Community College of Vermont, and Vermont

Technical College. To qualify for tuition remission, the employee must complete the course. Employees must submit evidence of tuition costs in order to receive payment.

43.2 Dependents

1. The spouse or civil union partner of an employee who has had at least a year of continuous employment with the University may audit courses without tuition charge on the same basis that the employee may take courses for credit. In addition, comprehensive and summer session fees are covered even if the spouse or civil union partner takes the courses for credit.
2. 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.
3. Any dependent child of an employee (or former employee who retains the right to tuition remission as per Sections 5 and 15 of this article), who has been in benefit groups A, B, or C for one year prior to the end of the semester add/drop period may receive tuition remission for all courses taken at the University or any member institution of the Vermont State Colleges subject to the terms contained in this article. To qualify, the dependent must be a full-time undergraduate student enrolled in an undergraduate degree program. Such tuition remission will be effective for the semester following the completion of one year of service. To qualify for tuition remission, dependent children must:
 - a. be enrolled in an undergraduate degree or certificate program;
 - b. be enrolled for at least 12 credit hours each semester, except the final semester if less than 12 credits are needed to graduate, unless the maximum course load is modified in accordance with a certified disability accommodation.
 - c. be a “qualifying child” as defined by the IRS and less than 21 years of age when first commencing an undergraduate degree program, provided that this age limit will be extended by the number of years of any active military service. The otherwise qualified dependent child receiving tuition remission becomes ineligible for tuition remission:
 - once they reach the age of 26 (subject to the extension of eligibility associated with active military service);
 - if the dependent fails to complete the degree program within five (5) consecutive academic years or 140 attempted or paid credit hours, whichever comes first; or
 - if the qualifying employee’s employment with the University terminated before a semester drop/add period ends.

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

4. In no case will tuition remission be granted:
 - a. before the first semester of matriculated enrollment;
 - b. if the dependent child already has a bachelor’s degree;
 - c. for the pursuit of an advanced degree; or
5. Tuition remission will be withdrawn at the beginning of the semester in which:

- a. a student's course load drops below 12 credit hours, unless the maximum course load is modified in accordance with a certified disability accommodation.
 - b. the employee terminates before the semester add/drop period ends (except those otherwise eligible in sections 5 or 15 of this article).
6. Tuition remission will be withdrawn at the end of the semester in which:
- a. the dependent child reaches age 26 unless education was deferred for service in the military;
 - b. the child is no longer a dependent; or
 - c. the employee terminates after the semester add/drop period (except those otherwise eligible in sections 5 or 15 of this article).
7. Tuition remission for summer session courses at the University may be granted to dependent children for credits taken to satisfy degree program requirements.
8. If an employee with three or more years of at least half-time continuous regular service is re-employed by the University in another regular position of half-time service or more within two years of the original separation (except in cases of termination for cause), the one-year waiting period for eligibility of tuition remission for dependent children will be waived.

43.3 Retired/Disabled

1. Tuition remission as outlined above is granted to: dependent children of employees who are receiving Workers' Compensation from an injury sustained while working at UVM, employees who are receiving long-term disability (LTD) and/or social security disability income (SSDI), or who retire after becoming eligible for retirement benefits; active employees who become permanently disabled or die after having completed four years of continuous service with the University; and employees who are on a University-granted leave for not more than one year.
2. If an employee becomes disabled or dies after four years of regular continuous employment at the University, they and their dependents will remain eligible for the same tuition benefits as before the disability, except that if the employee dies, the surviving spouse or civil union partner may take unlimited courses at the University for credit for a period of five years after the employee's death. Remarriage or new civil union renders the surviving spouse or civil union partner ineligible for this benefit.

ARTICLE 44 TRAVEL AND REIMBURSEMENT

44.1 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 Federal IRS rate.

44.2 Travel Expenses

The University's Travel Policy in effect at the time of the execution of this Agreement, including any addendums, shall continue in effect subject to any changes required by state or federal law or regulation.

ARTICLE 45 PARKING

45.1 Employees 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.

45.2 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

ARTICLE 46 SHORT- AND LONG-TERM DISABILITY INSURANCE

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.
2. The plan provides an income for up to 26 weeks if the employee retires due to a total and permanent disability.
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.
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.
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.
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
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.

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).
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.
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.
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.

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 employee's UVM 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.
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.
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.
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.
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 of providing coverage.
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.

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.
19. Further details about these disability plans may be obtained through the Employee Information Center in Human Resource Services.
20. An employee otherwise covered by University short and/or long term disability shall, while on unpaid personal leave, be entitled to continuation of the University contribution toward such insurance coverage up to a maximum of thirty (30) days, provided the employee continues their contributions to the premium cost.

ARTICLE 47 FLEXIBLE SPENDING

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 H attached hereto.

ARTICLE 48 GROUP LIFE INSURANCE

1. The University will provide eligible employees (Groups A, B, C or D) with group life insurance according to the following options:
 - a. \$10,000 term life insurance fully paid for by the University.
 - b. \$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% reductionHowever, the minimum benefit shall be \$10,000 of life insurance.
 - c. Life insurance equal to twice the employee's annual base salary. The University will pay for the first \$10,000 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 \$10,000 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 \$10,000 of life insurance.

2. All of the coverages listed above include accidental death and dismemberment (AD&D) benefits as well as disability waiver of premium coverage.
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.
4. If employees elect more than the basic \$10,000 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, up to a maximum of \$200,000. 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.
5. Employees who have elected optional coverage above \$10,000 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 /1/99 and is subject to change at any time.
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 and approved by the vendor if proof of insurability is required. 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.

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.
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.
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 \$10,000. 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 provision

ARTICLE 49 LABOR MANAGEMENT MEETINGS

The University and the Union shall meet once every four months to discuss matters of concern. Participation shall be limited to no more than four individuals for each side. The Union's Staff Representative may be one of the four Union representatives. These meetings shall be paid time for union participants. Nothing shall preclude the parties from mutually agreeing to additional meetings when necessary. Such meetings shall be for the purpose of discussing problems that may arise under the implementation of this Agreement, rules, regulations and policies of the University, and other matters of interest. The agenda shall be agreed to by the parties at least a week in advance of the meetings.

ARTICLE 50 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 within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement.

ARTICLE 51 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, 2024. 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 an official representative of one party and received by an official representative of the other not later than April 1, 2024 or April 1 of any succeeding year. Written notice may be sent electronically, or by certified mail.

APPENDIX A - JOB CLASSIFICATIONS

Clerical, Technical and Specialized Classification:

Business Support Assistant (2061, 2063), Business Support Generalist (2071, 2072), Library Support Assistant (2081), Library Support Generalist (2091), Library Support Senior (2101), Office/Program Outreach Support (2111), Office/Program Support Assistant (2021, 2022), Office/Program Support Generalist (2031, 2032, 2033), Services Support Material Specialist, (2121, 2122, 2123), Technical Support Generalist (2151), Technical Support Specialist (2171, 2172), Scientific Equipment Technician (non-exempt)(4141), Scientific Electronics Technician (non-exempt) (4131), Biomedical Equipment Technician (non-exempt) (4091), Biomedical Equipment Technician Senior (non-exempt) (4101), Equipment Technician (non-exempt) (4111), Media Technician (non-exempt) (4161), Media Technician Senior (non-exempt) (4271), Research Assistant (4181), Research Project Assistant (4191), Laboratory/Research Technician (4201, 4202, 4203), Laboratory/Research Technician Senior (4211), Equipment Technician Senior (exempt) (4121), Media Broadcast Technician (exempt) (4151), Asset Specialist (non-exempt) (4011, 4012), Business/Accounting Specialist (non-exempt) (4261, 4262), Clinic Assistant (non-exempt) (4311), Communications Specialist (non-exempt) (4341), Data Specialist (non-exempt) (4321), Information Technology Assistant/Programmer (non-exempt) (4031), Medical Laboratory Specialist (non-exempt) (4291), Medical Technologist (non-exempt) (4051), Outreach Specialist (non-exempt) (4351), Process Coordinator (non-exempt) (4071, 4073), Program Specialist (non-exempt) (4081, 4082), Student Services Specialist (non-exempt) (4251), Interpreter/Translator Specialist (non-exempt) (4043), Nursing Specialist-(exempt) (4061)

Professional Classification:

Administrative Coordinator (3091, 3092), Facility Coordinator (3311), Professional Senior Executive Assistant (3561), Safety Coordinator (3601), Technical Safety Officer (3591), Administrative Analyst/Planner (3051, 3052), Administrative Analyst/Planner Senior (3061), Administrative Facilities Professional (3101, 3102), Administrative Facilities Professional Senior (3111, 3112), Administrative Professional (3031, 3032), Administrative Professional Senior (3041, 3042), Communications Professional (3071, 3072), Communications Professional Senior (3081), Constituent Relations Professional (3131), Clinical Engineer (3551), Health Care Doctor (3161), Health Care Nurse (3171), Nursing Specialist (exempt) (4061), Health Care Provider (3581), Health Care Counselor (3201), Health Care Counselor Senior (3211), Health Care Professional (3191), Health Care Professional Senior (3531), Information Technology Specialist (3501), Information Technology Professional (3251), Information Technology Professional Senior (3261), Outreach Coordinator (3521), Outreach Professional (3331), Outreach Professional Senior (3341), Career Development Counselor (3631), Library Professional (3431), Residence Director (3641), Academic Services Professional (3351), Academic Services Professional Senior (3361), Enrollment Management Professional (3401), Enrollment Management Professional Senior (3411), Student Life Professional (3441), Student Life Professional Senior (3451), Student Services Professional (3471), Student Services Professional Senior (3481), Administrative Professional (3032), Researcher Analyst (3301, 3302), Research Engineer (3281), Research Specialist (3291)

APPENDIX B - AA/EO 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. To review the full policy visit <https://www.uvm.edu/sites/default/files/UVM-Policies/policies/affirm.pdf?t=r1yct8>

APPENDIX C - HEALTH INSURANCE ELIGIBILITY GRID

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

APPENDIX D - DOMESTIC PARTNER ATTESTATION



The University of Vermont

Human Resource Services

hrsinfo@uvm.edu

802-656-3150

Section I. Domestic Partner Attestation

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

Employee ID (7-digits) _____

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

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

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

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

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

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

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

Confidentiality

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

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

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

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

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

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

Employee Signature: _____

Date: _____

Section II. CHILD ATTESTATION

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

Employee ID (7-digits) _____

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

The child meets the following criteria:

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

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

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

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

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

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

Signature of Employee : _____

Dated: _____

Section III. Documentation to Support Proof of Domestic Partnership

Domestic Partner Documentation

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

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

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

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

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

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

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

APPENDIX E - COST SHARE GRID

From Range	To Range	Salary Band	Employee Percent
\$ -	\$ 22,880.99	A	3.00%
\$ 22,881.00	\$ 24,000.99	B	4.00%
\$ 24,001.00	\$ 25,000.99	C	6.00%
\$ 25,001.00	\$ 32,000.99	D	8.00%
\$ 32,001.00	\$ 40,000.99	E	12.00%
\$ 40,001.00	\$ 50,000.99	F	14.40%
\$ 50,001.00	\$ 60,000.99	G	16.80%
\$ 60,001.00	\$ 70,000.99	H	19.20%
\$ 70,001.00	\$ 80,000.99	I	21.60%
\$ 80,001.00	\$ 90,000.99	J	24.00%
\$ 90,001.00	\$ 100,000.99	K	26.40%
\$ 100,001.00	\$ 110,000.99	L	28.80%
\$ 110,001.00	\$ 120,000.99	M	31.20%
\$ 120,001.00	\$ 130,000.99	N	32.40%
\$ 130,001.00	\$ 140,000.99	O	33.60%
\$ 140,001.00	\$ 150,000.99	P	34.80%
\$ 150,001.00	\$ 999,999.99	Q	36.00%

APPENDIX F - VERMONT HEALTH PARTNERSHIP (POS) OPEN ACCESS PLAN, SUMMARY PLAN DOCUMENT

Summary of the Vermont Health Partnership Open Access Plan, Summary Plan Document can be found at https://www.uvm.edu/sites/default/files/Human-Resource-Services/HRSDocs/Benefits/2022/2022_BCBS_VHP_Open_Access_Plan_Summary_of_Benefits_and_Coverage.pdf

APPENDIX G – DENTAL COVERAGE COMPARISON CHART

For a comparison of dental coverage options visit https://www.uvm.edu/sites/default/files/Human-Resource-Services/HRSDocs/Benefits/2022/2022_Dental_Coverage_Comparison_Chart.pdf

APPENDIX H - FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

For a summary of flexible benefits visit <https://www.uvm.edu/sites/default/files/Human-Resource-Services-and-Operations/HRSDocs/Benefits/flexbenefitssummaryplandescription.pdf> .