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3. The State shall comply with V OSHA and other State and federal statutory safety and health requirements. Nothing in this Article shall be deemed to prevent the State from promulgating safety rules in excess of V OSHA or federal requirements, provided, however, the reasonableness of any such rule may be grieved under Section 3 of the AGENCY, DEPARTMENT AND INSTITUTION WORK RULES Article. The fact that a safety rule exceeds V OSHA or federal requirements shall not by itself be evidence of unreasonableness.
4. Complaints over health and safety concerns or over non-compliance with V OSHA or other such statutory requirements are not grievable but shall be referred to the Safety and Health Maintenance Committee.
5. Failure to wear required protective clothing or to use required safety equipment, other than in situations where the requirement is conditional on employee discretion, shall be considered as a prima facie case of employee negligence.
6. The employer shall make available at the duty station a form for the employee to report safety hazards and to receive a copy of the report filed. An employee or group of employees who complain or refer questions on job safety or health hazards, in good faith, to the employer, the VSEA, V OSHA, NIOSH (National Institute for Occupational Safety and Health) or any other relevant government agency shall not be discriminated against, intimidated or harassed therefore. Complaints of such discrimination, intimidation or harassment shall be processed under the grievance procedure.
7. Whenever the State receives written notification regarding the hazardous nature of a material or substance as outlined in the MSDS from V OSHA, NIOSH, a vendor/manufacturer, or any other agency with expertise in identifying hazardous substances, the State shall make available to affected employees information as to where such material is stored or utilized, the potential health risks associated with such materials, and how to reduce such risks.
8. The State shall make a good faith effort to accommodate a request for reassignment from:
  - (a) Pregnant women and women of child-bearing age who work with or near material which is known to have detrimental effects upon pregnancy or for men or women in the case of fertility.
  - (b) Any employee who is disabled from performing regularly assigned duties because of allergies or respiratory ailments arising from work with or near any substance or agent causing the disability.
9. An employee who believes (s)he is being required to drive or operate unsafe vehicles or equipment shall report the condition immediately to his or her supervisor for appropriate action. The employee shall file a report describing the unsafe condition in accordance with the procedure of Section 6 of this Article at his or her earliest convenience.
10. An employee who establishes a reasonable fear of death or serious injury resulting from performance of an assigned task shall be exonerated from a charge of insubordination or violation of the rule — “work now, grieve later”. This section shall not excuse non-performance of duty when risk of death or injury is an inherent part of the job.
11. Any established Labor-Management Committee may function as an ad hoc safety committee to discuss concerns over work place hazards or adverse health reactions emanating from the work. Issues concerning the use of video display terminals and rest breaks for VDT operators may also be subjects for Labor-Management Committee consideration. Both parties shall cooperate in requesting and complying with safety and health recommendations from the State Loss Prevention Coordinator(s) to prevent and remediate health problems arising from the work site.
12. Any employee required to participate in the handling, cleaning or removal of asbestos shall be provided with proper training, equipment, and health status monitoring by the State, all in accordance with the State’s Asbestos Policy Committee guidelines.
13. Pursuant to V OSHA requirements, or the recommendations of the joint Labor-Management Committee and/or the Commissioner of Health, the State will provide protective outer garments for State employees whose duties require them to: perform strip searches; handle body fluids, hazardous chemicals or materials; or to come in contact with contagious diseases or persons. Material Data Safety Sheets, as may be required to be maintained by statute, shall be available to VSEA Stewards or staff at affected work sites.

#### 14. SAFETY AND HEALTH MAINTENANCE COMMITTEE

(a) There shall be a statewide safety and health maintenance committee consisting of four (4) representatives selected by the VSEA and four (4) representatives selected by the State. The Committee shall select a Chairperson from among its members. Effective July 1, 2007, the chair of the Committee shall rotate annually between labor and management. The first one-year term shall be labor's.

(b) The Committee's responsibilities may include but shall not be limited to:

(1) Development of general guidelines and procedures for use in the Agencies/Departments;

(2) Assessment of Agency/Department safety practices, and programs, including any appropriate recommendations, and development of plans for changes or improvements in safety and working conditions.

(3) Review of grievances and complaints in the Safety/Health area which are referred to the committee consistent with Section 4 of this Article.

(4) Identification of safety training needs and the initiation of appropriate training efforts, which may include the solicitation of available grant funds.

(5) A review of the health ramifications of working with VDT's including recommendations regarding appropriate break time, eye exams, ergonomics, etc.

(6) Committee recommendations will be referred to the Secretary of Administration.

(c) The Committee shall have no authority or responsibility for issues or situations that are related to or fall within the scope of the State's Reasonable Accommodation Policy.

#### 15. WATER/TOILETS

The state will respond promptly to complaints from employees that drinkable water or functioning toilet facilities are unavailable at office buildings or institutions. Such responses shall include reasonable accommodations for personnel with medical problems impacted by such factors and other bargaining unit personnel, as for example, permission to leave the facility for reasonable periods of time without charge to accumulated leave balances.

#### 16. AIR QUALITY

The State will respond promptly to complaints about air quality in existing State owned and leased buildings including air testing when appropriate. Air quality standards for newly-constructed or newly-leased buildings shall be subject for consideration/recommendation by the Safety and Health Maintenance Committee.

### ARTICLE 34 ANNUAL LEAVE

#### 1. PURPOSE

To establish the policies and procedures by which a classified employee shall receive time off from work for vacation or personal convenience.

#### 2. POLICY

(a) A classified employee is provided opportunity to accrue annual leave in order to have periods of rest and relaxation from his or her job for health and well being, consistent with workload requirements of the agency or department.

(b) Employees are encouraged to request annual leave in blocks of time sufficient to ensure rest and relaxation. However, annual leave may also be taken in brief amounts for the personal convenience of the employee.

(c) Annual leave credits are not accumulated and may not be used during the first six (6) months' employment.

(d) Accruals and caps are as follows:

A classified employee shall be credited with forty-eight (48) hours of annual leave upon completion of his or her first six (6) months of service.

YRS	ACCRUAL RATE/ per pay period	ACCUMULATION CAP
0<5	3.69 hours	240 hours
5<10	4.62	280
10<15	5.54	320
15<20	6.13	340
20<30	6.46	360
30+	7.38	360

Accrual rate is the number of hours the employee shall accrue per pay period.

Accumulation Cap is the maximum number of hours an employee may accumulate.

Years is the range of the number of years of full-time service.

(e) A part-time classified employee earns leave on a pro-rated basis. For example, an employee who works a half-time schedule earns one-half (1/2) of the regular accrual per pay period annual leave; if he or she worked four (4) days a week, he or she would earn four-fifths (4/5) of the regular pay period accrual, etc.

(f) Except in the instance of reduction in force, and the applicable Articles regarding Reemployment Credit and Prior Temporary service, an employee rehired by the State shall not receive credit for prior State employment in establishing his or her rate of annual leave accrual. An employee rehired after layoff shall not accrue leave credits for the period not on the payroll.

(g) A classified employee who is granted a leave of absence from a State classified position to enter the armed forces of the United States, served honorably therein, and applied for return to his/her position in State employment within ninety (90) days before or after termination from active service, or within thirty (30) days after release from active duty for training, shall receive credit for such time in computing total years of full-time employment for the purposes of determining the rate of annual leave accrual. He or she shall not, however, actually accrue annual leave credits while on military leave.

(h) Time spent on leave of absence without pay shall not be counted in determining rates of annual leave accrual, except that VISTA or Peace Corps service while on leave of absence without pay, or time spent on education leave with or without pay shall be counted in determining rates of annual leave accrual.

(i) Upon satisfactory completion of the first six (6) months of employment in the classified service, annual leave shall be earned on the basis of completed full pay periods of service.

A permanent status classified employee shall not be penalized his or her annual leave credit for any pay period during which the employee is off payroll or on an unpaid leave of absence for fewer than twenty (20) hours. However, an employee who is off payroll or on an unpaid leave of absence for twenty (20) hours or more during a pay period shall not accrue annual leave for that pay period. This twenty (20) hour test shall be prorated accordingly for part-time employees. This test shall also apply to the bank of annual leave credited to the employee's account upon completion of the first six (6) months of employment. For example, an employee who was off payroll for two (2) weeks during his or her second month of employment would be credited with only five (5) days of leave at the end of the first six (6) months. If the same employee was again off payroll for two (2) weeks during the third month of employment, (s)he would only be credited with four (4) days.

(j) An employee reemployed after layoff or a restored employee shall accrue annual leave upon completion of his or her first complete pay period of service.

(k) An employee on educational leave of absence without pay shall not accrue annual leave. (S)He shall, however, be entitled to normal school vacations and school holidays occurring within a school semester.

(l) Annual leave credits shall not be advanced for use prior to their being credited to the employee's account.

(m) A classified employee granted leave of absence without pay may use his or her accumulated annual leave before entering upon leave of absence status, or (s)he may request that it be retained in his or her account until return to active duty. In the instance of a classified employee granted a leave of absence as provided by law to accept an appointive position in the executive department, annual leave credits shall be paid in a lump sum concurrent with the effective date of leave of

absence, unless options otherwise outlined in Leave of Absence Article are elected. This provision shall not apply to a classified employee performing the duties of an appointive position on an interim basis while remaining in his or her classified position.

(n) Vacation scheduling is the exclusive prerogative of the appointing authority. Leave must be requested in advance by the employee and is subject to approval by the appointing authority or his or her delegated representative. Such approval shall not be unreasonably withheld.

(o) An employee shall not be charged annual leave for absence on a legal holiday or on an administrative holiday.

(p) Effective January 1, 1993, up to one hundred sixty (160) hours of annual leave accrued by an employee separating from the State classified service shall be paid as a lump sum with the final payment for active service. Employees separated on account of death or for State Retirement shall have all their annual leave balances paid as a lump sum. A separating employee, who has been in an on payroll status for all of his or her regularly scheduled work days of the final payroll period, shall be entitled to annual leave accrual for that payroll period.

(q) An employee who fails to give two (2) weeks' notice of resignation and this notice is not waived by the appointing authority or his/her authorized representative, shall forfeit the number of unused annual leave hours by which the notice is deficient.

### 3. **RESPONSIBILITIES**

(a) The employee shall:

(1) Such leave shall not be taken unless the appropriate supervisor has authorized the leave.

(2) Notify his or her supervisor as soon as possible if (s)he is unable to report for work due to weather conditions, impassable roads, or other emergency situations.

(b) The appointing authority shall:

(1) Make a reasonable effort to schedule vacations in accordance with the wishes of his or her employees consistent with the needs of agency or department.

(2) Report the use of annual leave in accordance with the provisions of this Article and the instructions contained on the payroll time report.

## **ARTICLE 35 SICK LEAVE**

### 1. **PURPOSE**

To establish the State's policies and practices which provide for a classified employee to be absent from duty with pay in the event of illness or injury.

### 2. **POLICY**

It is the policy of the State to help protect the income of a classified employee who cannot work due to illness or injury or for emergency periods when the employee must be absent from duty due to death or illness in his or her immediate family. Sick leave shall be administered in accordance with the following provisions:

(a) **Accrual**

(1) A classified employee shall receive sick leave benefits as follows:

(i) Upon appointment (original or restoration), the employee shall be credited with a bank of forty-eight (48) hours of sick leave on which he or she may draw during the first six (6) months of service.

(ii) At the end of the first full payroll period following completion of six (6) months of service and at the end of the every full payroll period thereafter, the employee shall be credited with sick leave for that payroll period, as follows:

<b>Years of Service</b>	<b>Accrual Rate</b>
0<5	3.69/hours per period
5<10	4.62
10<20	5.54
20+	6.46

Accrual rate is the number of hours an employee shall accrue per payroll period of service.

(iii) There shall be no limit placed on the total accumulation of earned sick leave hours.

(2) A part-time classified employee earns leave on a pro-rated basis. For example, an employee who works a half-time schedule earns one-half (1/2) of the regular accrual per pay period sick leave; if he or she worked four (4) days a week, he or she would earn four-fifths (4/5) of the regular pay period accrual, etc.

(3) Sick leave benefits shall accrue to a classified employee with a provisional appointment, limited appointment, or in an original probationary period as well as to a permanent status or limited status classified employee.

(4) When a classified employee separates from State service, the entire amount of unused sick leave shall lapse. An employee rehired by the State shall not receive credit for prior State service in establishing his or her rate of sick leave accrual, except in the instance of separation due to reduction in force, or when Temporary Service or Reemployment Credit is granted under the applicable articles. An employee reemployed after separation due to reduction in force shall receive credit for prior State service in establishing his or her rate of sick leave accrual and shall be credited with the amount of unused sick leave held at the time of layoff. The employee shall not, however, accrue sick leave credits for the period during which he or she was separated from State service.

(5) A classified employee who is granted a leave of absence from a State classified position to enter the Armed Forces of the United States, serves honorably therein, and applies for return to his or her position in State employment within ninety (90) days before or after termination from active duty for training, shall receive credit for such time in computing total years of full-time employment for the purposes of determining the rate of sick leave accrual. The employee shall not, however, actually accrue sick leave credits while on military leave.

(6) Time spent on leave of absence without pay shall not be counted in determining the rates of sick leave accrual, except that time spent on educational leave with or without pay shall be counted in determining rates of sick leave accrual.

(7) An employee on educational leave of absence with pay shall not accumulate sick leave benefits.

(8) Sick leave benefits may not be used by an employee prior to being credited to his or her account.

(9) Upon satisfactory completion of the first six (6) months of employment in the classified service, such leave shall be granted on the basis of completed pay periods of service. A classified employee shall not be penalized his or her sick leave credit for any pay period during which the employee is off payroll for fewer than twenty (20) hours. However, an employee who is off payroll for twenty (20) hours or more during a payroll period shall not accrue sick leave for that pay period. This twenty (20) hour test shall be prorated for part-time employees.

(b) Use of sick leave

(1) The use of earned sick leave credits shall be authorized by an appointing authority or his or her delegated representative for an employee who is absent from work and unable to perform his or her duties because of illness, injury, or quarantine for contagious disease. The use of such credits shall also be authorized for employee medical and dental appointments which cannot reasonably be made outside the employee's normal working hours.

(2) The use of sick leave credits may be authorized by an appointing authority or his or her delegated representative to permit a classified employee to be absent from duty due to death or illness in his or her immediate family. Such absences shall be authorized normally up to three

(3) workdays, which should be sufficient time in which to make funeral arrangements and to attend to family matters or in instances of family illness, to arrange for continued care of the ill family member. In unusual circumstances, the appointing authority may authorize use of additional sick leave credits up to two (2) work weeks.

(3) An employee who has an accumulated sick leave balance shall be authorized its use although recovery and return to duty is impossible. However, periodically, at the request of the appointing authority or representative, the disability or illness and inability to perform position

requirements, must be certified by a licensed physician or osteopath. No sick leave shall be authorized beyond mandatory retirement age under the retirement system (3 VSA 264).

(4) If a woman is unable to work because of pregnancy, miscarriage, abortion, or illness resulting therefrom, she may use accumulated sick leave credits under the same conditions which apply to other illnesses and disabilities, and as provided for in the Parental Leave Article. If the employee wishes to extend her period of absence beyond the time when she is physically unable to work, she may use accumulated personal leave, annual leave or compensatory time off, and/or she may request a leave of absence without pay under the Parental Leave Article.

(5) Unless physically unable to do so, an employee shall notify his or her supervisor or other person designated by the appointing authority no later than one (1) hour prior to the beginning of the scheduled workday, of his or her inability to report to work and the nature of the illness.

(6) An appointing authority, or delegated representative, may require, when there is sufficient reason, the submission of a certificate from a physician or other evidence to:

(i) justify the approval of sick leave; and

(ii) furnish evidence of good health and ability to perform work without risk to self, co-workers, or the public as a condition of returning to work. Whenever a doctor's certificate is required, as a condition for approval of sick leave usage, the time period for such requirement shall not normally exceed six (6) months (unless specifically imposed for a lesser period of time), and may be extended for up to an additional six (6) month period of time.

The State may require an employee to be examined by a physician designated by the employer, at State expense, for the purpose of determining the employee's fitness for duty.

(7) An employee who misrepresents his or her claim for sick leave may be subject to disciplinary action up to and including dismissal.

(8) An employee shall not be charged sick leave for absence on a day observed as a legal holiday or an administrative holiday.

(9) Sick leave may not be deducted in increments of less than one-half hour.

(10) If during a scheduled vacation, an employee becomes ill to the extent that hospitalization is required, the employee's absence from date of hospitalization may be charged to sick leave rather than annual leave. An employee who during a vacation becomes ill and is confined to his or her home or temporary residence for three or more days pursuant to a doctor's order as evidenced by a doctor's certificate may be treated as if hospitalized under this section.

(11) When a classified employee is awarded a weekly compensation under the provisions of the Workers Compensation Act, he or she may be granted sick leave or annual leave when sick leave credits are exhausted, to the extent of the difference between such compensation and his or her regular weekly rate.

### 3. RESPONSIBILITIES

(a) The employee shall:

(1) Give his or her supervisor advance notice of absence due to illness if the employee has advance knowledge of required treatment.

(2) In other instances, notify his or her supervisor no later than one (1) hour before the beginning of the scheduled workday, if possible, of his or her inability to report to work, and the nature of the illness.

(3) Notify his or her supervisor as soon as possible when time off from work is necessitated by a family emergency or illness.

(4) Obtain a doctor's certificate if requested by the supervisor.

(b) The appointing authority, or delegated representative, shall:

(1) Advise new employees of the sick leave provisions.

(2) In the instance of extended illness, keep informed as to the employee's physical condition and anticipated date of return to work.

(3) Ensure that sick leave is not misused, and if necessary, require submission of evidence as to necessity for the leave.

(4) Ensure that the provisions of this Article are observed in his department or agency.









(l) An employee who fails to return from a leave of absence, paid or unpaid, for five (5) consecutive workdays after a leave is terminated, or an employee who is absent from work for five (5) consecutive workdays without notifying management shall be considered a voluntary quit, except when returning from military leave. This section does not prevent discipline for absenteeism.

(m) This Article neither adds to nor subtracts from the benefits of probationary employees.

(n) An employee who is unable to perform job duties because of extended illness or disability (more than a full pay period), and who has exhausted all but one hundred twenty (120) hours of sick leave, and who chooses not to use annual leave, personal leave or comp time balances, upon request shall be granted a medical leave of absence for up to six (6) months, which may also be extended with the approval of the appointing authority, as specified under paragraph (g).

## 2. PROCEDURES

(a) When a leave of absence or off payroll time can be anticipated in advance, the employee shall request such leave or time off as soon as possible.

(b) The employee's request for leave shall include the reason for the absence and the anticipated period of absence.

(c) If the employee cannot report to work due to an accident or other emergency, the supervisor shall be informed as soon as possible to avoid being considered "absent without leave" and subject to possible disciplinary action.

## ARTICLE 39 PARENTAL LEAVE/FAMILY LEAVE

### 1. POLICY

It is the policy of the State to permit employees reasonable time off to care for dependent children in instances such as illness, birth, or adoption, and in cases of serious illness of a member of an employee's immediate family or for their own serious illness. Leave for such purposes is provided by both federal and state statutes ("statutory leave"). Vermont's Parental and Family Leave Act, 21 V.S.A. §470 et seq., and the Family Medical Leave Act, 29 U.S.C. §2601 et seq., establish the rights and obligations of employees and employers pertaining to such leaves.

The following provisions integrate the basic requirements of the statutes and this collective bargaining agreement ("Agreement"), but do not create a waiver by the State or by the employees of other rights and/or obligations under this Agreement. In the event of any conflict created by the amendment of statute or otherwise, the rights and responsibilities of the State and employees will be determined by statute, except to the extent that such amendments would diminish the rights to which the employee is entitled under the terms of this Agreement. No provisions of this Article shall be determined to diminish the entitlement of any employee to unpaid leave under either of the above referenced statutes. Leave taken under this Agreement shall be credited against any such statutory entitlement to the full extent permitted by law.

### 2. DEFINITIONS

For purposes of this Article, the following definitions shall apply. If further definitions and/or clarifications are needed, the Code of Federal Regulations ("CFR") for the Family Medical Leave Act will be the authoritative reference and/or decisions of the Vermont Supreme Court with regard to the state statute.

(a) "Eligible Employee" for the purposes of the statutory leaves, means an employee who has successfully completed original probation or has worked for one (1) year, whichever occurs first, and has worked for at least an average of twenty (20) hours per week. All references to employees in this Article are references to eligible employees.

(b) "Family Leave" means a leave of absence from employment for one (1) of the following reasons:

(1) The serious illness of an eligible employee; or

(2) the serious illness of a member of an eligible employee's immediate family. Family Leave, by itself or in combination with statutory Parental Leave (as opposed to contractual parental leave), may not exceed twelve (12) weeks in a twelve (12) month period beginning with the first

day either type of leave is used. Leave taken under this Agreement will be credited against any such statutory entitlement to the full extent permitted by law.

(c) "Immediate family" means an eligible employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, foster child, stepchild or ward who lives with the employee, any person residing with the employee, and any family member for whom an employee is primarily responsible either to arrange for health care or to provide care.

(d) Statutory "Parental Leave" means a leave of absence from employment for one of the following reasons:

(1) During the employee's pregnancy;

(2) following the birth or delivery of the employee's child; or

(3) within a year following the initial placement of a child sixteen (16) years of age or younger with the employee for the purpose of adoption. Statutory Parental Leave, by itself or in combination with Family Leave, may not exceed twelve (12) weeks in a twelve (12) month period beginning with the first day either type of leave is used. Leave taken under this Agreement will be credited against any such statutory entitlement to the full extent permitted by law.

(e) "Serious Illness" means an accident, injury, illness, disease, or physical or mental condition that poses imminent danger of death; requires inpatient care in a hospital, hospice, or residential medical facility; or requires continuing in-home care under the direction of a physician or health care provider. Related current definitions are summarized in (f) below.

(f) "Continuing Treatment by a Health Care Provider" covers five (5) situations:

(1) incapacity of more than three (3) consecutive calendar days that involves either

(i) treatment two (2) or more times by a health care provider (or under the direction or orders of a health care provider), or

(ii) treatment by a health care provider on at least one (1) occasion resulting in a regimen of continuing treatment under the supervision of the health care provider;

(2) any period of incapacity due to pregnancy, or for prenatal care;

(3) any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits for treatment, including episodic conditions such as asthma, diabetes, and epilepsy;

(4) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, although the individual is under the continuing supervision of a health care provider. (E.g. Alzheimer's, severe stroke, or the terminal stages of a disease); and

(5) any period of absence to receive multiple treatments from a health care provider (or on orders or referral from a health care provider) for restorative surgery or for a condition that would likely result in an absence of more than three (3) consecutive calendar days without treatment (e.g., cancer (chemotherapy, radiation), severe arthritis (physical therapy), kidney disease (dialysis)). (The foregoing is the Federal Equal Employment Opportunity Commission's summary definition, refer to the Code of Federal Regulations for the full definition).

(g) "In Patient Care" means at least an overnight stay at a medical care facility, and any related period of incapacity or subsequent treatment related to the in-patient care.

(h) "Intermittent Leave" means leave taken in separate blocks of time due to a single qualifying reason.

(i) "Reduced Schedule Leave" means a leave schedule that reduces an employee's usual number of working hours per work week or hours per work day. Such schedule is a change in the employee's schedule for a period of time normally from full-time to part-time.

### 3. RIGHTS AND RESPONSIBILITIES

Under the state and federal leave laws both the State and the employee have certain rights and responsibilities

(a) State's Responsibilities and Eligible Employee's Rights: An eligible employee is entitled to a total of twelve (12) weeks of unpaid statutory Family Leave and/or statutory Parental Leave within a twelve (12) month period beginning the first day either Leave is used. An eligible employee is also entitled to Short-term Leave as further described below.

During any such leave, the State will continue to pay the employee's benefits at the same level and rate as if the employee were not on leave. After the leave expires, the State will return the employee to the same position at the same level of compensation, benefits, seniority and other terms of employment as they existed on the day the leave began unless:

(1) Prior to an employee requesting leave, the employee had given notice or received notice that employment would terminate; or

(2) If the State can demonstrate by clear and convincing evidence that the employee's position would have terminated or the employee would have been laid off for reasons unrelated to the leave or the condition for which the leave was granted.

(b) State's Rights and Eligible Employee Responsibilities: The employee must provide reasonable notice of intent to take a leave, the date of anticipated commencement and expected duration of the leave, or the State may deny the leave. The employee must provide reasonable advance notice to the State if the employee wishes to request an extension of the leave, to the extent available. It is the State's option whether to permit an employee to return to work in advance of the expiration of the leave granted. The State may require an employee to continue to make their regular contribution to the cost of benefits during the leave. Unless the employee is on leave due to his/her serious illness, the State has the right to require the refund of any compensation paid during the leave, except sick leave and annual leave, if the employee does not return to work.

The calculation of the amount of Family Leave or Parental Leave time used by eligible employees who are employed less than full time or by eligible employees using intermittent leave or reduced schedule leave will be made on a prorated basis consistent with 29 C.F.R. §825.205 as it may be amended from time to time.

#### **4. PARENTAL LEAVE - ADOPTION, PREGNANCY AND CHILDBIRTH**

(a) A leave of absence without pay shall be granted upon request for up to four (4) months for employees (male or female) who have requested Parental Leave. Such Leave shall be unpaid, except as provided in section (b) below. Upon request the appointing authority can extend the leave an additional two (2) months. During approved leave extensions beyond four (4) months, this Agreement's administrative leave provisions shall be applicable, including, but not limited to, the requirement that the employee shall pay one hundred percent (100%) of their insurance benefits. Notwithstanding the foregoing, if the approved leave extension results from the employee's illness, this Agreement's medical leave provisions shall be applicable, including the State's commitment to pay a portion of insurance benefits.

(b) During the initial four (4) months of a leave, at the employee's option, the employee may use up to six (6) weeks of any accrued paid leave, including but not limited to sick leave, annual leave and personal leave. Thereafter, employees can use only the following accrued paid leave in the following order: compensatory time, personal leave and annual leave. Notwithstanding the foregoing, sick leave for up to six (6) weeks following childbirth/delivery will be granted, and may be extended by the appointing authority who may request certification of the continuing disability. No combination of paid and unpaid leaves shall extend the Parental Leave beyond six (6) months.

(c) Notwithstanding the above, an employee may use accrued sick leave for the period of disability resulting from pregnancy, miscarriage, abortion, or illness resulting therefrom.

#### **5. FAMILY LEAVE - LEAVE FOR SERIOUS ILLNESS**

(a) In the case of serious illness of an employee or of a member of an employee's immediate family, Family Leave shall be granted on request and receipt of medical certification of the serious illness and the amount of leave time needed. Such Family Leave shall be unpaid, except as provided in section (b) below.

(b) During the Family Leave, at the employee's option the employee may use up to six (6) weeks of any accrued paid leave, including, but not limited to, sick leave, annual leave and personal leave. Thereafter, employees may use only the following accrued paid leaves in the following order: compensatory time, personal time and annual leave. No combination of paid and unpaid leaves shall extend the statutory Family Leave beyond twelve (12) weeks. Notwithstanding the foregoing, even if statutory Family Leave is exhausted, this Agreement's sick leave, unpaid medical leave and administrative leave provisions are still applicable and may provide for additional leave consistent with these provisions.

(c) Leave under this section is for providing care for serious illness and does not diminish the benefit available under the Sick Leave Article to use up to ten (10) sick days in other instances of family illness.

#### **6. INTERMITTENT LEAVE/REDUCED LEAVE SCHEDULE**

An employee who qualifies for Family Leave may take the leave as intermittent leave or on a reduced schedule but only if it is medically necessary. If an employee is taking Family Leave due to the serious illness of a family member, the employee may take intermittent leave or reduced schedule leave to provide care or psychological comfort to the family member. Employees must attempt to schedule the intermittent leave or reduced schedule leave so it does not disrupt the State's operations. The State may assign the employee to an alternative position within the same agency/department/work location for which the employee is qualified with equivalent pay and benefits to better accommodate the requested leave. If the State assigns the employee to an alternative position, once the need for the intermittent or reduced leave schedule is ended, the State will place the employee in a position which is the same or equivalent to the employee's position at the time the leave began. If the position is an equivalent position it will be within the same agency/department/work location as the employee's position at the time the leave began.

When an employee is granted Parental Leave after the birth or placement of a child, the State, in its discretion, may grant the employee's request for intermittent leave or reduced schedule leave. However, if the mother has a serious illness in relation to the birth of a newborn then the provisions for intermittent leave/reduced schedule leave for Family Leave are applicable. If the newborn has a serious illness, then the provisions for intermittent leave/reduced schedule leave for Family Leave are applicable to either parent. Prior to the birth of a child, a pregnant employee can take intermittent leave for prenatal exams or for her own medical condition, e.g., severe morning sickness.

#### **7. SHORT-TERM FAMILY LEAVE**

(a) In addition to the Leaves provided above, an employee shall be entitled to take unpaid leave not to exceed four (4) hours in any thirty (30) day period and not to exceed twenty-four (24) hours in a twelve (12) month period. This leave may be taken for any of the following purposes:

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

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

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

(4) To respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

(b) The State may require that the leave be taken in a minimum of two (2) hour segments. An employee shall make a reasonable attempt to schedule appointments for which leave may be taken under this section outside of regular work hours. In order to take leave under this section, an employee shall provide the employer with the earliest possible notice, but in no case later than seven (7) days before leave is to be taken except in the case of an emergency. In this subsection, "emergency" means circumstances where the required seven (7) days notice could have a significant adverse impact on the family member of the employee.

### **ARTICLE 40 EDUCATIONAL LEAVE AND CAREER DEVELOPMENT**

1. Educational leave with pay may be granted on request of the employee and with the approval of the appointing authority and Commissioner of Human Resources.

(a) The employee shall agree to pass the required course of study or reimburse the State for all funds received including salary, while on leave; and agrees to continue employment with the State on a calendar for academic year basis or reimburse the State for all funds received while on leave,

- including salary, prorated according to the unexpired period of obligation. Reimbursement can be waived in whole or in part by the Human Resources Commissioner if the employee's obligation cannot be met through no fault of the employee.
2. Educational leave without pay may be granted on request of the employee and with approval of the appointing authority and Commissioner of Human Resources.
    - (a) Annual leave for full time leave may be cashed in at the employee's option or retained for use on return from leave.
    - (b) An employee who does not return to work within thirty (30) days of completion of the authorized course of studies may be terminated from State service.
  3. **GENERAL PROVISIONS**
    - (a) The Commissioner of Human Resources may issue guidelines establishing procedures for application and assist departments and employees to develop criteria in formulating career development plans and criteria for approval or disapproval.
    - (b) For partial day absences (not to exceed eight (8) hours per week) and short absences of less than a full pay period, the appointing authority may authorize release time without charge to leave accruals to allow an employee to attend non-job required course work, provided such courses are either directly related to an employee's existing job duties or are consistent with a submitted career development plan approved in advance by the appointing authority and Commissioner of Human Resources (or designee).
    - (c) Time spent on educational leave shall be counted in determining the rate of annual and sick leave accrual and reduction in force rights, but no leave benefits shall be accrued or credited.

#### **ARTICLE 41 CORRECTIONAL INSTRUCTORS**

1. Subject to provisions of Administrative Bulletin 48.23, the State agrees to reimburse Correctional Instructors for tuition costs paid by the Instructors for courses approved and required by the State to maintain certification. The Instructors and their supervisors shall make every effort to schedule such course(s) at times when they will not conflict with their regular duties, and in accordance with the educational leave provisions of this Agreement.
2. The Department will meet and confer with representatives of the Correctional Instructor class to discuss appropriate training opportunities for Instructors and other issues of mutual concern.
3. Effective July 1, 1990 an employee serving in the position of Correctional Instructor or Corrections Vocational Instructor in the Department of Corrections will be advanced to the next higher step upon attainment of each of the following levels. If positions in the class Corrections Vocational Coordinator are required, by the State of Vermont or the Corrections Department, to maintain State Teacher's Certification during the life of this agreement, employees in this class shall also be eligible for this benefit.
  - Level 1: BA degree plus fifteen (15) graduate credits awarded towards a Master's degree program approved by the Commissioner of Corrections as relevant to their corrections work.
  - Level 2: Master's Degree in an approved program.
  - Level 3: Master's Degree in an approved program plus fifteen (15) graduate credits in addition to those earned for Level 2, in courses approved by the Commissioner of Corrections as relevant to their corrections work.
  - Level 4: Master's Degree in an approved program plus fifteen (15) graduate credits in addition to those earned for Level 3, in courses approved by the Commissioner of Corrections as relevant to their corrections work.
    - (a) Undergraduate credits may be substituted for graduate level credits at this level at the discretion of the Commissioner of Corrections.)
    - (b) Step advancement under this Article will take place on the employee's step date next following the attainment of Level 1, 2, 3 or 4.
4. Employees who prior to the effective date of this Article have attained levels 1, 2, 3 or 4, shall receive the appropriate number of step(s) advancement on their normal Step date. Any such Step

advancement(s), under this Article shall be in addition to the employee's normal Step movement, and shall adjust future Step dates accordingly.

5. Notwithstanding the provisions of the Salary Article, the Department of Corrections shall recommend that the Commissioner of Human Resources, approve a newly hired Corrections Instructor or Vocational Instructor in the Corrections Department to be hired into range at the step which gives full credit for academic degree and credit attainment hereunder. At the request of the employee, with the approval of the appointing authority, an employee's outside academic class time may be applied toward the requirements of the Competency Supplement. This does not preclude the facility from requiring such employee to also participate in minimum training requirements of the facility.

6. Correctional Instructors and Corrections Vocational Instructors who have been hired since July 1, 1990, and who were not hired into range at the step which gave full credit for academic degree and credit attainment hereunder, will be moved to such step effective on the employee's next step date. This step increase shall be in addition to the normal step movement and shall adjust future step dates accordingly.

7. Corrections Vocational Instructors who are not eligible for step increases under the provisions of this Article, shall be eligible to participate in the Accelerated Step Advancement Program, (under Section 2 of that article) of this contract. Employees shall not be eligible to receive both Accelerated Step Advancements and benefits under this article, nor shall any academic credits or training used to qualify under one article be considered under the other.

8. For the purposes of Article 41 and Article 73, "attainment" shall mean either proof of the degree or, if the granting institution has not conferred such degree, the employee must meet each of the following requirements:

(a) The employee must submit a transcript reflecting successful completion of all necessary courses along with a letter from the college or university registrar stating that the student is in good standing, that there are no outstanding debts to the school or any other barrier to graduation, and that the degree will be awarded on a certain date.

(b) The parties further agree that in order to be considered to have attained a particular number of credits under the provisions of Article 73 or this Article, an employee must actually have completed all the required coursework for the credits and be able to produce an official transcript from the educational institution showing these credits.

## **ARTICLE 42 CASEWORK DISTRIBUTION EQUITY**

A Casework supervisor shall meet with a caseworker at his or her request, or vice versa, to discuss perceived case overload or inequitable distribution. This matter shall not be grievable but shall be an appropriate subject for discussion by a labor-management committee, as provided for in the Labor Management Committee Article, Section 3 of this Agreement.

## **ARTICLE 43 MILITARY LEAVE**

### **1. POLICY**

(a) A classified employee inducted into the Armed Forces of the United States either by draft or voluntary enlistment for active service shall be granted a leave of absence without pay for the duration of his or her active duty, and shall be reinstated to his or her position after being relieved of military duties in accordance with the provision of the Uniformed Services Employment and Reemployment Rights Act (USERRA) 38 USC §§ 4301-4334, or such additional rights as specified in section 2(b) below.

(b) A classified employee entering the Armed Forces for active duty for training shall be granted a leave of absence without pay for the period of service and shall be reinstated to his/her position

after being relieved of military duties in accordance with the provisions of USERRA, or such additional rights as specified in section 2(b) below.

The provisions of this paragraph shall not be construed as limiting in any way the benefits described elsewhere in this Article.

(c) A classified employee returning to work following leave of absence for active service or active duty for training shall be compensated at an amount in the pay grade of his or her assigned class at least equivalent to the point above the minimum of the pay grade the employee was receiving at the time of departure. A returning employee shall be granted all general pay increases, such as legislative, cost of living adjustments, or adjusted recruitment rates, but shall not, however, be entitled to merit increases, except as the guidelines relating thereto shall provide.

(d) A classified employee on leave of absence for active service or active duty for training who returns to State employment in accordance with the conditions outlined above shall have such time counted in computing the total years of service for purposes of determining the rate of annual and sick leave accrual and reduction in force rights. However, he or she shall not accrue such leave rights during the period of leave of absence.

(e) A classified employee on leave of absence for active service or active duty for training may receive service credits in the retirement system in accordance with any applicable provisions of the Retirement system and USERRA.

(f) A classified employee on leave of absence for active service or active duty for training for a period in excess of one (1) year may, at his or her option: receive cash payment for accrued annual leave upon entering military leave status; or may use accrued annual, compensatory, or personal leave during the period of service; or may retain his or her leave credits for use upon return to active employment. Sick leave credits shall be retained in the employee's account upon return to active employment.

(g) **MILITARY TRAINING.**

A permanent-status or limited-status classified employee who is a member of the Organized Reserve or National Guard shall be allowed military leave with pay, at the rate of his or her normal base salary prorated as appropriate, for any authorized training, UTA, AT Period, or other State or Federal service up to a maximum of fifteen (15) workdays scheduled by military authority in any Federal Training Year - October 1 to September 30. A permanent-status or limited-status classified employee who has more than fifteen (15) days of authorized military duty scheduled in one (1) Federal Training Year shall not be entitled to leave with pay for those days in excess of fifteen (15), and shall be placed in an off payroll or leave of absence status, unless he or she elects to use accumulated annual, personal leave, or compensatory time leave credits for the period of absence.

(h) A permanent-status, part-time classified employee shall be granted military leave with pay for such military duty on a prorated basis.

(i) Employees who are in an off payroll or leave of absence status because they have exhausted all available days of paid military leave and are absent pursuant to orders for authorized training or service, are entitled to continue coverage in a health insurance plan if the orders are for thirty (30) days or less and the employee pays the regular employee percentage of premium contribution for the coverage in advance.

(j) **MISCELLANEOUS MILITARY OBLIGATIONS**

(1) A classified employee ordered to take a service pre-induction physical examination shall be granted leave with full pay.

(2) A member of the National Guard ordered to duty by the Governor for emergency or other reasons shall receive military pay differential in lieu of his or her normal base salary prorated for each workday involved.

(k) **INACTIVE DUTY TRAINING**

Subject to the operating needs of the Department, and only with the approval of the appointing authority, with thirty (30) days advance request, employees may be permitted the option of switching days off in order to attend inactive duty training without charge to annual leave or being placed in an off-payroll status. Any decision to grant or not grant such a request shall not be subject to grievance by the requesting employee or any employee who might be rescheduled to accommodate such a request.

(l) Members of the American Legion or Veteran's of Foreign Wars attending a veteran's funeral in the capacity of an official color guard may, subject to the operating needs of their department, be granted up to twenty-four (24) hours off per fiscal year without loss of pay to serve in such capacity.

**2. RESPONSIBILITIES**

(a) Each employee shall notify his or her supervisor as soon as possible of scheduled military obligations and obtain a copy of the military orders for his or her supervisor as soon as possible, unless prevented from doing so by military necessity.

(b) Each employee returning to work following an absence for military service shall comply with the applicable USERRA provisions and shall be allowed the time described in the following chart after completion of military service to apply for return to State service.

Length of Military Service	Return Time
30 days or less	14 days
31 days to 180 days	30 days
181 days or more	90 days

**3. NO LOSS OF OTHER BENEFITS**

Any employee on off payroll status of short duration due to Active Service, Active Duty for Training, or other obligatory military service or training shall not be denied personal leave accrual or holiday pay, solely on the basis of such absence.

**ARTICLE 44  
LEAVE OF ABSENCE FOR POLITICAL ACTIVITY**

1. Subject to the operating needs of any agency, and subject to any conflict of interest or any other legal barrier as may be determined by the Attorney General, and subject to the Hatch Act or any other applicable federal law, leave of absence without pay may be granted to run for any public office at the state or national or local level or to act in any such capacity if elected. Leave under this situation must be specifically approved in advance by the appointing authority and the Commissioner of Human Resources. No employee shall be discriminated against under this Section based on his or her lawful political activity.

**2. LEGISLATIVE LEAVE**

To the extent authorized by 21 VSA 496, and subject to any conflict of interest or legal barrier as may be determined by the Attorney General, the Hatch Act or any other applicable federal law, state employees shall be entitled to leave of absence in order to serve in the General Assembly. Leave under this situation must be specifically approved in advance by the appointing authority and the Commissioner of Human Resources.

**3. POLITICAL ACTIVITY**

An employee shall not use his or her official authority for the purpose of interfering with or affecting the nomination or election of any candidate for public office. An employee shall not command or solicit in a coercive fashion from any other employee direct or indirect participation in any political activity or enforce or solicit in a coercive fashion contribution for any political party, organization, or candidate. An employee shall retain his or her right to vote and freely express opinions on all political subjects. An employee shall not be prohibited from participation in local community activities or from holding public office in the community in which the employee resides, provided that such activity does not conflict with Section 3.01 of the Rules and Regulations for Personnel Administration (and the Federal Hatch Act to the extent that employees of agencies receiving federal funds are subject thereto).

4. The provisions of this Article are intended to supersede any conflicting provisions in Personnel Rule 3.02.

**ARTICLE 45  
FIRE AND RESCUE DUTY**

Subject to the operating needs of an agency or department, an employee who is a member of a municipal fire and/or rescue team reachable within a thirty (30) minute drive from his or her work location shall, in the absence of conflicting State emergency or other urgent State business, be granted leave without loss of pay or benefits to answer emergency alarms or calls, not drills, within his or her municipality or outside the municipality as part of a mutual aid call; or multiple alarm calls; or conflagration for which the employee is reasonably available and is called and has so notified his or her appointing authority to the extent practicable. An employee covered by this Article shall be entitled to carry a pager while on duty.

**ARTICLE 46  
CIVIC DUTY LEAVE**

Employees who serve as Selectperson, Village Trustee, Alderperson, Board of Civil Authority, or School Director, or the functional equivalent of any of the above regardless of actual title so long as it is an elected position, in their communities may, subject to the operating needs of their department, be granted up to three (3) days off per fiscal year without loss of pay for the purpose of conducting official business, pertaining to their elected office, which cannot be accomplished outside of normal working hours.

**ARTICLE 47  
COURT AND JURY DUTY**

1. It shall be the policy of the State to encourage employees to recognize and perform their civic responsibilities.
2. A classified employee summoned for court or jury duty shall be excused from work for the time necessary to perform such duty when he or she furnishes timely notice of subpoena or summons to his or her supervisor. Attendance at court in connection with an employee's official duties shall not be considered absence from work.
3. The State expects its employees to serve when summoned for jury duty and will not request that an employee be excused from serving except in unusual circumstances which jeopardize service to the public.
4. A classified employee who is unable to perform his or her job because of court or jury duty shall be entitled to receive total wages not to exceed his or her normal base salary prorated for the day, days or part of a day involved by combining jury duty pay or witness fee and state wage.
5. An employee who requests accrued annual leave or compensatory time off to appear as defendant or party-plaintiff in civil or criminal actions shall be granted such time off, including an employee who has been suspended without pay, except in the instance where the court appearance is related to the matter for which he or she was suspended.
6. An employee may use annual leave, personal leave or compensatory time off for his/her absence due to court or jury duty, in which case he or she shall then be entitled to keep the court or jury duty pay received. Notwithstanding the above, employees are advised that State law prohibits the payment of witness fees or other compensation to State employees when the State is a party to the case (plaintiff or defendant).
7. It is the obligation of the employee to notify his or her supervisor as soon as he or she is called for court or jury duty.
8. An employee shall not be obligated to pay back mileage reimbursement received as part of court or jury duty pay.

**ARTICLE 48  
PERSONAL LEAVE AS SICK LEAVE INCENTIVE**

1. An employee who in any fiscal three (3) month period (beginning with the first full payroll period in July, October, January, and April):
  - (a) Effective July 1, 2003, does not use sick leave, beyond eight (8) hours; and
  - (b) is not off payroll or on any type of leave of absence without pay or suspension without pay;shall be entitled to ten (10) hours of personal leave hours. Such leave day (s) shall not be: compensable in cash; convertible to other forms of leave; or accumulated from fiscal year to fiscal year except that personal hours earned in the last quarter of the fiscal year may be used in the next succeeding three (3) month period, but not thereafter.
2. No employee shall be entitled to earn more than forty (40) hours of personal leave per fiscal year under the terms of Section 1 above.
3. Personal leave earned under this Article shall not be eliminated when an employee changes bargaining units. The employee may use it after such change during the same fiscal year, or, if the leave was earned during the last quarter of such fiscal year, may use it in the succeeding three (3) month period, but not thereafter.
4. This provision does not apply to employees in an original probationary period. However, upon completion of original probation an employee shall be eligible for any personal leave credits earned during the probationary period.

**ARTICLE 49  
EMERGENCY CLOSING**

1. Management shall decide when, if, and to what extent State facilities shall remain open or closed during emergencies, such as adverse weather conditions, acts of God, equipment breakdown, inoperable bathroom facilities, extreme office temperatures, etc.
2. Upon the effective date of this Agreement, the State shall publish a list of the management personnel in each department and geographic area authorized to open or close State facilities during emergencies.
3. In facilities that must remain operational despite emergency conditions, continued operations with a reduced work force may be authorized. In such instances, employees who are authorized to leave work early may do so without loss of pay or benefits. Employees who are required to remain at work shall receive compensatory time at straight time rates.
4. An employee who is unable to report to work due to weather or other emergency conditions shall have the absence charged against accumulated compensatory time or annual leave, in that order.
5. If management authorizes the complete closing of a State office or facility for emergency reasons, employees who leave the workplace shall receive their regular pay for time they are out of the closed office.
6. Employees required by management to work during complete emergency closings under (5) above, shall receive hourly pay at straight time rates for the hours so worked. This payment will be in addition to the employees' regular pay.

**ARTICLE 50  
SALARIES AND WAGES**

1. The compensation plans for State employees covered by this Agreement shall be as follows:

	Effective Date
Appendix I	July 1, 2010 (current chart)
Appendix II	Start of the first full pay period in July 2010 (July 4, 2010)
2. Salary is computed as an hourly rate rounded to the nearest whole cent.
3. (a) Effective with the start of the first full pay period in July 2010 and continuing through June 29, 2012, all employees covered by this Agreement shall receive a three percent (3.0%) decrease

based upon rates in force on the prior day. Effective June 30, 2012, the salary grid shall be returned to the July 1, 2010, rates as set forth in Appendix I. The resulting adjustment in pay for employees covered by this Agreement shall be implemented at the beginning of the next full pay period, subject to any adjustments established through negotiations for the successor agreement..

(b) This section does not apply to the contract in effect during the 2011 and 2012 contract years. Employees equal to or more than the negotiated increase, if any, in section 3 (a), above the maximum for their pay grade on the effective date of the increase shall instead receive a lump sum payment equivalent to the negotiated increase, if any, of their base hourly rate, annualized and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July of each fiscal year.

(c) This section does not apply to the contract in effect during the 2011 and 2012 contract years. Employees who are less than the negotiated increase, if any, in section 3 (a), above the maximum for their pay grade on the effective date of the increase shall receive that proportion of the increase that will result in their placement on Step 15 of their pay grade, and shall receive the difference between this base salary increase and the negotiated increase, if any, in section 3 (a), annualized and prorated for part-time employment, as a lump sum payment as specified above.

(d) Effective on the first full pay period of each fiscal year, those employees who are permanent or limited status, classified employees on the preceding day, and who have an annualized salary, (after the three percent (3.0%) decrease is applied) which is less than eighteen thousand seven hundred twenty dollars (\$18,720), will be paid one-fourth (1/4) of the difference between their annualized salary and eighteen thousand seven hundred twenty dollars (\$18,720) at the beginning of each calendar quarter so long as their annualized salary is still less than eighteen thousand seven hundred twenty dollars (\$18,720) at the beginning of that calendar quarter. The calculation of this benefit for Part-time Employees who meet the above criteria will be prorated on the basis of the number of hours regularly worked.

4. The required time on each step in the Step Pay Plan shall be as follows:

- |   |                       |
|---|-----------------------|
| Step 1 (probation) - normally, 6 months |                       |
| Step 2 (EOP) - one year                 | Step 9 - two years    |
| Step 3 - one year                       | Step 10 - two years   |
| Step 4 - one year                       | Step 11 - two years   |
| Step 5 - one year                       | Step 12 - two years   |
| Step 6 - two years                      | Step 13 - three years |
| Step 7 - two years                      | Step 14 - three years |
| Step 8 - two years                      | Step 15 - final step  |

5. Computation of Step Dates, and requirements for step movements for the Pay Plan in effect on June 30, 1990, shall remain unchanged except as modified by this paragraph. Notwithstanding all other provisions of this Agreement, all employees are frozen in their current steps once they have completed original probation, and no employee shall receive a step increase in salary during the term of this Agreement, but they shall return to normal step movement following the end of this 2011-2012 Agreement. The Department of Human Resources shall administer this "Step Freeze" and the other provisions of this Article in accordance with the attached "Step Freeze Guidelines."

At the beginning of the first full pay roll period following the employee's new Step Date, the employee shall advance to the next higher step in the pay grade upon completion of the required time on step.

6. Except as specified in Paragraph 6 in the "Performance Article", movement to a higher step hereunder is predicated on satisfactory performance, based on the annual performance evaluation. In all cases, failure to achieve a satisfactory annual evaluation (i.e., a "3" under the current system) will result in loss of credit for that year's service in computing time on step.

7. An employee who has been demoted from a position:

- (a) without loss of pay; or
- (b) with a percentage loss of pay pursuant to Section 6.072 of the Rules and Regulations for Personnel Administration; or
- (c) with a loss of pay due solely to the fact that the employee's salary could not exceed the maximum for the lower pay grade; and who later returns within two (2) years to a position in a

higher pay grade shall be considered, for purposes of salary adjustment, to be a restored employee under Section 6.077 of the Rules and Regulations for Personnel Administration.

8. Implementation of the compensation plans specified herein shall be in accordance with procedures developed by the Secretary of Administration subject to this collective bargaining agreement and shall not be subject to the provisions of Chapter 25 of Title 3. VSEA shall be granted a copy of the procedures thirty (30) days prior to implementation and shall retain the right to grieve any violation of this Agreement resulting from implementation of such procedures.

#### 9. RATE AFTER PROMOTION, UPWARD REALLOCATION OR REASSIGNMENT

Effective July 5, 1992, upon promotion, upward reallocation or reassignment of a position to a higher pay grade, an employee covered by this Agreement shall receive a salary increase by being slotted onto that step of the new pay grade which would reflect an increase of at least five percent (5%) over the salary rate prior to promotion (i.e., five percent (5%) is the lowest amount an employee will receive, and the maximum amount would be governed according to placement on a step which might be higher than, but nearest to, the five percent (5%) minimum specified). The rate of five percent (5%) as outlined above shall be eight percent (8%) if the employee is moving upwards three (3) or more pay grades.

An employee, who moves, for the first time, into the Supervisory Bargaining Unit by promotion, upward reallocation, redesignation, upward reassignment, or lateral transfer, on or after July 1, 2005, shall receive a salary increase of eight percent (8%) regardless of the number of pay grades involved. This subsection shall also apply if the movement is temporary or time limited. A temporary assignment shall not qualify as a "for first time" movement into the Supervisory Unit.

Notwithstanding the above, any promotion or reclassification to a higher class as a result of an employee automatically "promoting" upon completion of the requirements of the lower level class as outlined in the position class description, the rate on promotion shall be eight percent (8%). In no case will such an employee receive less than the Step 2 (end of probation) rate of the new pay grade, unless the employee has not completed original probation, or more than the Step 15 (maximum) rate. If the employee's salary at the time of promotion, upward reallocation, or upward reassignment is already over the maximum of the new grade, no salary adjustment shall occur.

After placement on step in the new pay grade, the employee may advance to the next step after meeting the waiting period requirements applicable to that step (as set forth in Section 4 herein), based on the effective date of the promotion or upward reallocation.

10. The salary upon which any increase resulting from promotion, upward reallocation, or upward reassignment is computed for a given employee, is that employee's most recent salary in the last position in which any required probationary period was completed, plus any subsequent general salary adjustment, except that no employee will be reduced in salary as a result of this provision.

(a) An employee except an employee on original probation who is promoted, upwardly reallocated or upwardly reassigned shall be placed on the step in the new pay grade that is the result of the normal promotional increase.

(b) If a Request for Classification Review is submitted on or after January 13, 2002; and the incumbent is subsequently entitled to a retroactive pay adjustment due to corrective classification action (resulting from either classification review or classification grievance); and the incumbent has received a step increase after the date the request for review was filed but before the classification decision was processed; then the employee's salary shall be based on his/her rate of pay as of the date the adjustment is processed.

11. Employees who are laterally transferred to a different position in their same class, or into a different class but in the same pay grade, will not establish a new Step Date as a result of such move. This provision does not apply to employees on original probation.

12. (a) Effective July 5, 1992, when an employee voluntarily demotes three (3) or more pay grades, or is involuntarily demoted to a position in a lower pay grade, that employee shall be placed on a specific step in the new (lower) pay grade that is within the range for salary upon demotion specified in Section 6.072, et seq., of the Rules and Regulations for Personnel Administration which represents at least a one and one-half percent (1.5%) decrease in salary and then slotted down, but shall not be paid less than the minimum, nor more than the maximum for such lower pay grade. All such employees will establish a new Step Date.

(b) Effective January 13, 2002, and notwithstanding the above, when an employee voluntarily demotes one (1) or two (2) pay grades (whether by classification action or otherwise), the rate of pay shall be "red circled" and shall not be subject to a reduction. Such employee will move to the step next above his/her red circled rate on the next step date, except when the salary is over the maximum for the pay grade or falls on a step in the new Pay Grade. The next step date in such cases shall be based on the effective date of the demotion, and will be calculated on the required time on step assigned to the step next below the employee's red circled rate. Nothing in this agreement shall restrict or preclude the employer from discussing voluntary demotion or downward reallocation with an employee for other than disciplinary reasons.

13. When an employee is: promoted; demoted; restored; rehired in accordance with RIF rights; reallocated; or reassigned, a new Step Date shall be established, based upon the effective date of such action.

14. The Commissioner of Human Resources retains the following rights:

(a) Hiring Within Range

To hire employees above the end of probation rate for their class, consistent with 6.042 et seq. of the Rules and Regulations for Personnel Administration for the State of Vermont. In any such instance, the Commissioner of Human Resources may raise the rate of current employees in that department in the same class and/or associated class to the rate of the newly hired employee. Employees so raised shall retain their old step date and time already accrued toward his/her next step movement. Any such hire or subsequent raising of the rate for previous hires shall not be deemed inconsistent with the provisions of paragraph 14 or 15 so long as the hiring rate specified for the class remains unchanged.

(b) Changing Hiring Rate

(1) To raise the hiring rate for one (1) or more classes. In such event the next higher numbered step shall be the new end of probation (EOP) rate. Original probationers shall be placed at the new minimum, (unless previously hired into range at a step greater than the new EOP) without affecting their step dates. Non-probationary employees below this new EOP rate in the affected class shall be placed on the new EOP rate. Non-Probationary employees in the class who are on steps at or above the new EOP rate shall receive a one (1) step increase. Step dates will be adjusted according to salary plan rules.

(2) Employees at or above the maximum will have their hourly rates increased by an amount equivalent to the same percentage as from Step 14 to 15 of the relevant pay grade for the class(es), subject to the approval of the Secretary of Administration as required by Title 3, V.S.A. 310 (h).

(3) Any raising of the hiring rate for a class under this provision shall not be deemed inconsistent with the provisions of paragraph 15.

15. Other Adjustments

(a) This section shall be considered to be in compliance with Title 3, Section 310(h).

(b) Nothing in Sections 14 or 15 shall prevent the Commissioner of Human Resources from subsequently lowering the hiring rate for one (1) or more classes; provided no employee shall be reduced in salary or step as a result.

(c) Any agency request to change a hiring rate under this Section shall be in accordance with guidelines as may be established by the Commissioner of Human Resources.

(d) If the Commissioner of Human Resources wishes to grant more than a one (1) step increase for those persons at or above the new EOP, or increase the maximum of the grade for that class, the impact of such decision shall be negotiated for up to forty-five (45) calendar days with the VSEA. At the end of the forty-five (45) calendar day period, commencing with notice by the Commissioner of Human Resources, subject to the provisions of (e), below, the State may implement any proposed adjustment without further negotiations or recourse to the statutory impasse procedures, by either party.

(e) If a subsequent review of the Commissioner of Human Resources' recommendation for a market factor adjustment by the Commissioner of Finance and Management and/or the Secretary of Administration results in a change to the proposed adjustment, the State shall negotiate the impact of the proposed adjustment with the VSEA for up to fifteen (15) calendar days. At the end

of the fifteen ( 15) calendar day period commencing with notice by the Commissioner of Human Resources, the State may implement the adjustment without further negotiations or recourse to the statutory impasse procedures.

(f) Notwithstanding the recommendations of the Commissioner of Human Resources or the Commissioner of Finance and Management, the Secretary of Administration shall have the final authority to approve, deny or modify the recommendations (rates, timetables or classes affected) for adjustments, both initially and/or in any subsequent review subject only to any limitations provided in this agreement. The decision of the Secretary shall be final and not subject to negotiation or review in any forum, except to the extent that it is alleged that the Secretary has exceeded the parameters established by this agreement.

(g) If the Commissioner of Human Resources eliminates an MFA implemented prior to July 1, 1994, as a percentage differential, any affected employee will retain his/her then current rate of pay until his/her next step date, at which time (s)he shall be placed at the next higher regular step (without the MFA), unless the provisions of the MFA specify otherwise.

Nothing in this Agreement will prevent the Human Resources Commissioner from establishing a new MFA with a built-in termination date or other limitation.

(h) Any Market Factor Adjustment in effect on July 4, 1992, shall be considered a temporary add-on only for the time an employee remains in that class. During the life of this Agreement, with the agreement of the VSEA, the State may implement Market Factor Adjustments for consideration other than hourly rate adjustments.

#### STEP FREEZE GUIDELINES

These Step Freeze Guidelines expire after June 30, 2012.

Everyone, except Original Probationary employees (regardless of what step, or how much time already on that step) would be "frozen" for a specified period of time (2 years).

1. With the exception of original probationers, add two years to every employee's step date as of the effective date.
2. Original probationers, once moved to Step 2, would have two years added to the otherwise applicable Step Date.
3. Restorations back into State service, RIF rehires after separation, and Hire into Range employees, would have two years added to the otherwise applicable Step Date upon date of hire.
4. Any other personnel action that would result in a Step Date change ( promotion, demotion, reclassification up or down, merit step increase, etc.) would have two years, less time already "frozen", added to the otherwise applicable step date. {"freeze" time calculated on a per pay period basis}.

#### **ARTICLE 51 PAY CHECKS**

Employees shall continue to be paid on the second Thursday following the end of the pay period.

#### **ARTICLE 52 HIGHER ASSIGNMENT PAY**

1. Requiring employees to perform higher-level duties which are normally the duties of an employee assigned to a higher pay grade is to be held to a minimum consistent with sound management in State government.
2. From time to time, employees may be required by higher authority to take over the job of an employee assigned to a higher pay grade than their own when that higher-level employee is absent

from duty. When time and circumstances permit, vacant higher-level positions will be filled through the merit system under the applicable Rules and Regulations for Personnel Administration. However, because of the absence of any employee for a short period of time, and in management's judgment job continuity must be maintained, eligible employees in this bargaining unit who are required to take over the higher-level job shall receive "higher assignment pay" provided all the following criteria are met:

- (a) The employee takes over the job of the higher-level employee (see paragraph 7 below for definition);
  - (b) The higher-level work is performed with the authorization of appropriate supervisory personnel;
  - (c) The position is at least one (1) pay grade higher than the employee's own pay grade; and
  - (d) The employee takes over the job of the higher-level employee for one (1) full work shift per day.
3. Effective July 5, 1992, the "higher assignment pay" rate shall be a differential rate equal to the same rate as the "rate on promotion" in the Salary article, in no event less than the minimum nor more than the maximum base rate for the position to which (s)he is assigned. The State will make a good faith effort to compensate employees for "higher assignment" work within thirty (30) days of the end of the pay period in which earned.
4. An employee's overtime category shall not change when (s)he works in a higher-graded position at "higher assignment" pay.
5. The following categories of employees shall NOT be eligible to receive "higher assignment pay" when and if they are required to work at a higher level:
- (a) Employees in positions designated as "trainee" positions;
  - (b) Employees in automatic promotion classes;
  - (c) Employees whose position descriptions clearly require them as part of their duties, from time to time or on a continuing basis, to fill in for their supervisors, or to assume other higher-level duties when necessary; and
  - (d) Seasonal employees.
6. The Commissioner of Human Resources shall, with the concurrence of the VSEA, determine those classes and/or positions which shall not be eligible for "higher assignment pay." In the event the parties cannot agree on an exclusion within three (3) workdays of the Commissioner's request for concurrence, the Commissioner shall temporarily exclude the class or position from eligibility in order not to delay administrative processing of necessary personnel actions. The VSEA may appeal the Commissioner's temporary decision to an impartial third party jointly selected by the State and the VSEA. The decision of the third party shall be binding on the State and the VSEA. Cost involved in the appeal shall be borne by the losing party.
7. For purposes of this Agreement, the term "to take over the job of an employee in a higher-level position" means that an employee is required by appropriate higher authority to perform a majority of those duties of the higher-level job which are substantially different from his/her own normal duties, and that the employee will be held accountable for poor performance in the same manner that a newly assigned permanent employee would be held accountable for poor performance in the higher-level job.
8. It is understood that the provisions of this Agreement do not conflict with Section 6.076 of the Rules and Regulations for Personnel Administration, which establishes the "alternate rate" rule covering seasonal employees and those employees who are regularly scheduled to alternate between two (2) separate sets of duties.

### **ARTICLE 53 BENEFITS ADVISORY COMMITTEE**

An advisory committee with representatives designated by VSEA and the State shall meet and consult regularly concerning the operation and administration of the Medical, Dental Assistance and Life Insurance Plans, Wellness, Department fitness programs, and any other health related subjects.

**ARTICLE 54**  
**STATE EMPLOYEE HEALTH PLANS**

**1. State Employee Health Plans:**

(a) The plans are as follows:

- (1) an Indemnity-type plan with the common mental health and substance abuse, prescription drug, vision, and wellness benefits;
- (2) a Preferred Provider Organization (PPO) plan with the common mental health and substance abuse, prescription drug, vision, and wellness benefits;
- (3) a Point of Service (POS) plan with the common mental health and substance abuse, prescription drug, vision, and wellness benefits; and
- (4) a Catastrophic plan with only the common wellness benefits. One single risk pool shall be created for all covered employees.

The State will provide the current State Employee's Wellness Program to all covered employees and retirees (but not dependents) enrolled in one (1) of the four (4) health plans.

The State and VSEA will continue to discuss and pursue Wellness initiatives and options that would enhance the current Wellness Program. These initiatives and options, if mutually-agreed to by the parties, will be incorporated into the Wellness Program.

(b) Prescription Drugs. The prescription drug benefit for the Total Choice, Health Guard PPO and Select Care POS Plans shall implement the following. There shall be an initial deductible of twenty-five dollars (\$25) per patient for each year. As is currently the case, the State may select the Pharmacy Benefits Manager, who shall implement the terms of this section in accordance with its contract with the State. The Pharmacy Benefits Manager shall, in accordance with industry standards, categorize (and may subsequently recategorize) prescription drugs into three tiers: generic, preferred brand and non-preferred brand. There shall be a co-payment by the patient on each prescription of ten percent (10%) for generic drugs, twenty percent (20%) for preferred brands, and forty percent (40%) for non-preferred brands. If there is no effective generic or preferred alternative to it, the co-pay for non-preferred brands shall be twenty percent (20%). There shall be a maximum out-of-pocket for the patient, in addition to the deductible, of six hundred seventy-five dollars (\$675.00), effective January 1, 2009, and seven hundred fifty dollars (\$750) effective January 1, 2010. Co-payments made at the forty percent (40%) rate for non-preferred brands shall not be counted toward the maximum out-of-pocket limit (i.e., there shall be no maximum out-of-pocket limit for co-payments made at the forty percent (40%) rate for non-preferred brands). The maximum out-of-pocket shall apply to all co-payments made at the ten percent (10%) or twenty percent (20%) rate. The maximum out-of-pocket limit shall also apply to all co-payments made for Specialty drugs at the forty percent (40%) rate. The Pharmacy Benefits Manager shall prior to implementing the list, and annually thereafter, provide a proposed list of the division of drugs into tiers prior to the implementation of such drug list. The parties will meet, review and discuss the list promptly. The parties must consider each other's positions in good faith. During any year, the Pharmacy Benefits Manager may bring forward revisions for discussion and review in accordance with this paragraph. If VSEA contends that the list or revision finally implemented by the State violates this agreement, the VSEA retains all rights to contest this action.

(c) Study Committee. The parties shall utilize the Benefits Advisory Committee, with equal membership by the State and the VSEA, for the purpose of reviewing all issues related to health care and prescription drugs, and recommending changes to the bargaining committees. The parties shall also establish a special study committee to evaluate the current health plans, and make recommendations to the bargaining committees of the State and employees for sustainable savings in the health care plans.

**2. Premium Share:**

The State shall pay eighty percent (80%) of the premium cost of each plan and the employee or retiree will pay the remaining twenty percent (20%).

### 3. **Insurance Pools:**

If the State of Vermont is required by the Vermont Legislature to institute any insurance plan or pool, and the state employees' health plans are required to participate in such plan or pool, and the plan or pool:

- (a) includes a membership larger than the groups currently covered by the state employees' health plans; or
- (b) alters the structure of the state's current health plan offerings or their operating foundations; or
- (c) has an impact on plan benefits; or
- (d) increases premium rates; the State and VSEA agree to a limited contract reopener for the purpose of negotiating the impacts of such change. Both parties shall retain all statutory impasse rights.

### 4. **Eligibility/Enrollment:**

For purposes of this Article, "Plan" means any approved health plan in which the employee is enrolled.

#### (a) Eligibility requirements:

Minimum hours working requirement for eligibility for permanent part-time employees shall be as follows: to be eligible for membership in a Plan, an employee must be certified by the appointing authority as being expected to work at least one thousand forty (1040) hours per year in their position. The Commissioner of Human Resources may require a certificate from any appointing authority as appropriate to ascertain that any employee, or group of employees, initially meets and continues to meet this eligibility requirement. An employee who is not certified as meeting the eligibility requirement expressed herein shall not be allowed to join a Plan, and any employee initially certified as meeting the minimum working hours requirement may stay in a Plan only so long as the reasonable expectation of working at least one thousand forty (1040) hours per calendar year continues. No membership will be terminated under this Section without reasonable notice and an opportunity for hearing before the Commissioner of Human Resources. Permanent part-time employees in an inactive status (i.e., a regular or irregular layoff due to seasonal needs or lack of work) who continue to meet Plan eligibility requirements may remain in the Plan, but they shall be responsible for payment of the entire premium in advance of the due date to the Department of Human Resources, Benefits Division. For purposes of continued participation in the Plan, employees under this section shall be governed by the same rules provided for employees in unpaid, non-medical leave of absence status.

For purposes of this article, "due date" for an employee refers to each date on which the State pay date falls and on which the payroll deduction of premium would normally be made. For a retiree, "due date" shall be the first day of each month. Failure of the member to render required payments under this article in advance of the due date shall result in a automatic cancellation of membership in a Plan.

#### (b) Open Enrollment Period:

There shall be an annual open enrollment period for State Employee Health Plans every November. Coverage shall be effective on the first day of January following the open enrollment period. Initial premium deductions shall be taken in the pay check for the pay period which includes January 1, each year.

#### (c) Enrollment Eligibility of New Hires and New Dependents:

Newly hired employees shall be eligible to enroll in any of the Plans between their first and 60th day of employment. Employees can enroll newborn or newly acquired dependents within sixty (60) days of birth, adoption, marriage, legal civil union, or bona fide domestic partnership. Enrollments in any of the Plans shall be in accordance with the rules of the Plans.

#### (d) Enrollment Form:

All Plan applicants shall be required to fill out and sign an eligibility/enrollment form provided by the Department of Human Resources.

#### (e) Enrollment Exceptions:

For purposes of this subsection, the term "spouse" shall be synonymous with legal civil union partner or bona fide domestic partner. Except in the case of new hire, marriage, legal civil union, bona fide domestic partnership, childbirth or adoption, divorce, dissolution of a legal civil union or a

bona fide domestic partnership, death of a spouse, or spouse's job loss, enrollment will not be permitted outside the open enrollment period. An employee covered by one of the Plans shall not be allowed to change Plans outside the open enrollment period except in case of a permanent change of residence of such employee to a service area not covered by the managed care plan in which the employee is enrolled.

(f) Eligibility for Health Coverage - RIF:

An employee who is laid off on or after July 1, 1992, pursuant to the provisions of Reemployment Rights, may elect to continue membership in their Plan, upon advance payment of the regular percentage contribution to the cost of the Plan, during the first six (6) full pay periods next following the effective date of separation, provided the employee retains reemployment rights under the Reemployment Rights Article. This provision shall not apply to any employee who is subsequently returned to layoff status after having accepted a reemployment offer. An employee who accepts the offer under Section 8(d) of the Reemployment Rights Article to displace and become a temporary employee shall be eligible for membership in their Plan under the above, until such employee declines a single mandatory offer of reemployment.

Thereafter, former employees who remained as members of the Plan shall be eligible to remain in the Plan so long as they continue to make required payment of the entire premium in advance of the due date to the Department of Human Resources, Benefits Division. This benefit and privilege shall continue for the period of RIF status, not to exceed two (2) years from the effective date of separation. Any member under this section who drops or loses health insurance coverage, either voluntarily or by failing to pay the premium, shall not be eligible to re-enroll in the insurance plan during the remainder of their RIF status (although such former members may elect to be covered, in accordance with Plan rules, upon return to active State service through exercise of RIF rights). An employee who returns to active employment after a layoff shall not be eligible to enroll in any plan other than the plan in which the employee was enrolled at the time (s)he left active employment. All eligible dependents at the time of re-enrollment shall be eligible for coverage.

(g) Eligibility for Health Coverage - Leave of Absence (LOA) Status:

(1) Non-medical LOA: Members on an approved, unpaid leave of absence (non medical) may remain in their Plan for the period of the approved leave, plus extensions, so long as they continue to make required payment of the entire premium in advance of the due date to the Department of Human Resources, Benefits Division. Any member under this Section, who drops or loses coverage, either voluntarily or by failing to pay the premium, shall not be eligible to re-enroll in any Plan during the remainder of their period of leave of absence status, and may not rejoin the Plan upon return to active status until an open enrollment period arises.

(2) Medical LOA: Members on an approved, unpaid leave of absence granted for medical reasons may remain in their Plan for the period of the approved leave, plus any extensions, so long as they continue to make required payment of their share of the premium, as provided herein, in advance of the due date, to the Department of Human Resources, Benefits Division. During the first twelve (12) months of medical leave of absence, the State will continue to pay eighty percent (80%) of the premium, and the member will be responsible to pay the remaining twenty percent (20%). After twelve (12) months (which may be continuous, or an aggregate of leave time granted for a given illness or condition) a member may stay in their Plan for the remaining period of the medical leave of absence, plus extensions, so long as they continue to make payment of the entire premium in advance of the due date to the Department of Human Resources, Benefits Division. Any member under this Section, who drops or loses coverage, either voluntarily or by failing to pay the premium as required herein, shall not be eligible to re-enroll in a Plan during the remainder of their leave of absence status and may not rejoin a Plan upon return to active status until an open enrollment period arises.

(3) Paid LOA: Members on an approved, paid leave of absence may remain in a Plan for the period of approved paid leave. In any such case the employee's share of the premium will continue to be deducted from the employee's pay. Members in said status who elect to drop out of a Plan while on a paid leave shall be ineligible to re-enroll in a Plan upon return to active service until an open enrollment period arises.

(4) Military LOA: As permitted under benefit plan rules and/or the contract, an employee who returns to active employment after an unpaid military leave of absence shall not be eligible to enroll in any plan other than the plan in which the employee was enrolled at the time (s)he left active employment. All eligible dependents at time of re-enrollment shall be eligible for coverage.

(5) Legislative LOA: Employees on leave of absence to serve in the General Assembly of the State of Vermont shall retain insurance coverage hereunder and the State shall continue to pay eighty percent (80%) of the premium cost during such leave. The employee shall continue to pay their twenty percent (20%) share of the premium.

(h) Students: Students shall be covered for an additional sixty (60) days following the date of graduation. Students shall be required once per year to provide certification that they are a full-time student.

(i) The Plan shall provide coverage in compliance with the requirements of 8 V. S. A. § 4089d (providing for extended coverage for certain dependent children).

#### **5. Self Insurance**

Nothing herein shall prevent the State from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

#### **6. PRE-TAX PREMIUM PAYMENT**

The State will offer a pre-tax premium payment plan permitted under Section 125 of the Internal Revenue Code.

#### **7. FLEXIBLE SPENDING ACCOUNT**

The parties agree that the State shall have the right to use State Employee Health Plan funds to cover the administrative costs of operating the medical and dependent care flexible spending account programs.

#### **8. PLAN ADMINISTRATION**

(a) The State will keep a record of any surplus or deficit in Plan funds and will report its existence to VSEA.

(b) Any surplus, including that portion attributable to the State's percentage of premium payment, shall remain with the State Employee Health Plan Fund and shall not be expended for any non-Fund purposes without mutual agreement.

(c) The State will give written notice to VSEA of its intent to apply any State Employee Health Plan Fund surplus to premium reduction, new benefits or continued accumulations, or, in case of an anticipated deficit, of the necessity to raise premiums.

The State will give at least forty-five (45) calendar days written notice to VSEA over any proposed premium increase. At the request of VSEA, the State will consult and discuss the proposed premium increase for a period not exceeding thirty (30) calendar days from the date of such notice by the State, after which the State may implement its decision, whether or not the parties have bargained to genuine impasse. The statutory impasse procedure shall not apply.

(d) The State will consult with VSEA concerning the method of funding for any newly recognized benefit.

(e) VSEA shall have a reasonable opportunity (not less than thirty (30) days) to review any subsequently drafted plan booklet prior to publication.

### **ARTICLE 55 LIFE INSURANCE**

1. The life insurance program in effect shall be at least substantially equivalent to the program in force on June 30, 1990, except as provided below. The period of extended insurance under the permanent and total disability feature shall terminate when the person reaches age sixty-five (65) at which point the insured person shall be treated as every other insured person who retires.

The unworked period of disability, however, shall be counted as time worked in determining whether the person had twenty (20) years of creditable service.

An insured employee disabled on or before January 2, 1982, who has already been granted or will be granted permanent and total disability benefits under the terms of the life insurance contract in effect January 2, 1982, shall retain such benefit.

2. The amount of life insurance for an insured employee shall be an amount equal to two times (2x) current salary, but not less than twenty thousand dollars (\$20,000). The word "salary" as used herein shall be construed to mean an employee's base salary exclusive of any and all other compensation. Automatic adjustments in coverage amounts and premium costs charged shall be made to coincide with salary increases or decreases. Part-time employees shall continue to pay full-time premium for full-time benefit.

3. A covered employee's contribution shall be twenty-five per cent (25%) of the premium costs. Employees on leave of absence to serve in the Legislature shall retain their life insurance, so long as they continue to pay twenty-five per cent (25%) of the premium, in advance of its due date, for the duration of the leave.

4. Any employee may request the payroll director in writing to terminate coverage at any time. Any employee who on July 8, 1990, was insured under the life insurance program for an amount less than ten thousand dollars (\$10,000) may retain such lower coverage until subscribing for the full coverage.

5. The amount of life insurance for any employee covered by this Agreement who after July 1, 1979, retires in accordance with the terms of Title 3, Section 631(a)(2) shall be reduced and limited to five thousand dollars (\$5,000) on the date of retirement or as otherwise determined by the Legislature.

6. The total premiums for group life insurance provided under Sections 631 and 632 of Title 3 shall be paid by the State on behalf of retired employees referred to in Subsection 6 of this Article, on behalf of employees who are on sick leave without pay for a period not to exceed twelve (12) months and on behalf of any employee on disability retirement until proof of total and permanent disability has been accepted by the insurance company.

7. Any surplus, including that portion which represents the State's portion of premium payment, shall remain with the life insurance Fund and shall not be expended for any non-Fund purpose without mutual agreement.

8. Initial enrollment in the Life Insurance program shall be done within the first sixty (60) days of employment.

9. In addition to any life insurance benefits generally provided under this Article, when an employee of the Department of Corrections who is otherwise eligible for Federal trauma-related death benefit, and who dies from a trauma-related death, while on duty, but his or her beneficiary upon application, is determined ineligible to receive the fifty thousand dollars (\$50,000) death benefit provided under federal law for trauma-related death in the line of duty, the State shall pay a fifty thousand dollars (\$50,000) special death benefit hereunder to such beneficiary designated under federal law, which shall be payable after appropriated by the Legislature. This section applies to persons who were active employees working on or after July 1, 1992.

## **ARTICLE 56 DENTAL INSURANCE**

1. Except as modified in paragraph 2, below, the State of Vermont Employee Dental Assistance Plan effective July 1, 2001, shall be at least substantially equivalent to the benefits under the Plan in effect on June 30, 2001, including the provision that there shall be a one (1) year limit (based on the actual date of service) for the filing of claims.

2. Effective July 1, 2001, the dollar amounts of the maximum covered dental expenses in the Schedule of Dental Services shall be whichever is higher:

(a) the schedule in force on July 1, 1986; or

(b) a revised schedule providing eighty per cent (80%) (for Class II) and fifty per cent (50%) (for Class III) and fifty percent (50%) (for Class IV) of the average charges in effect on or about April 1, 2001, in the State of Vermont as determined by the Plan's insurer or claim service provider.

Effective July 1, 1994, the maximum lifetime orthodontia benefit (Class IV Dental Services) per individual will be one thousand seven hundred fifty dollars (\$1,750), for eligible charges incurred on or after July 1, 1994.

Effective July 1, 1996, the maximum amount payable for each individual for Class I, II, and III dental services during a plan year shall be one thousand dollars (\$1,000).

3. The State shall pay one hundred percent of the premium for the dental insurance policy for employees, and their dependents, as defined in 3 VSA 631 (a)(3).

4. Any surplus in the dental insurance plan shall be under the exclusive control of the State to be spent for any purpose, either for the Plan or any improvement in plan benefits, or for purposes outside of the Plan.

5. Each eligible employee shall be provided with a revised copy of the Dental Assistance Plan booklet. VSEA shall have a reasonable opportunity to review the booklet prior to publication.

6. Upon restoration to permanent status within two (2) years after a termination of employment other than by dismissal, an employee may re-enter the dental plan without a waiting period. Employees on leave of absence to serve in the Legislature shall retain their dental insurance for the duration of the leave.

## **ARTICLE 57 WELLNESS PROGRAM**

Nothing in this Agreement shall prevent a department or agency from recommending experimental "fitness" type programs and reward programs involving wellness promotion activities. Any such activities shall be funded from the department's separate appropriation, after review by the Benefits Advisory Committee and approval by the Secretary of Administration, or designee.

## **ARTICLE 58 EXPENSES REIMBURSEMENT**

1. All State employees, when away from home and of fice on of ficial duties, shall be reimbursed for actual expenses incurred for travel accommodations, postage, parking, tolls, telephones, telegraph, express, other incidentals, and reasonable subsistence as detailed below. Expenses shall be paid out of the appropriations made for the support of their respective departments.

2. The maximum allowable reimbursement for subsistence is as follows:

Effective July 1, 2005

IN-STATE:	OUT-OF-STATE:
Breakfast \$ 5.00	Breakfast \$ 6.25
Lunch \$ 6.00	Lunch 7.25
Dinner \$12.85	Dinner \$18.50

Effective July 1, 1997, in-state, mid-tour meals shall not be eligible for reimbursement, except for lunches after an overnight stay when away from home and of ficial duty station. In certain circumstances, when an in-state lunch is not the mid-tour meal and is otherwise eligible to be reimbursed under this Article, the maximum allowable reimbursement rate will be six dollars (\$6.00).

3. Employees shall be expected to make a reasonable effort to procure lodging and meals with as little expense as possible while not unreasonably sacrificing personal convenience and comfort. The maximum allowable reimbursement for lodging shall be the government rate offered by the facility providing overnight accommodations to employees.

4. Reimbursement for other work-related expenses not covered above arising from emergency or other unusual circumstances will be made at the discretion of the appointing authority only after application for reimbursement is made by the employee in writing. Such application will include the nature and amount of the expense, the date on which it occurred and full written justification for the reimbursement.

5. GENERAL PRINCIPLES OF REIMBURSEMENT:

(a) Excepting the reimbursement of mileage under the Call-In Pay Article and those instances cited by Administrative Bulletin 3.4, employees shall not be paid for travel between home and duty station, or subsistence thereat.

(b) Meals taken during travel not requiring an overnight away from home shall not be reimbursed, unless the supervisor has approved that in attending a required meeting or otherwise in performing his/her work assignment the employee could not have reasonably avoided taking his/her meal away from his/her home or regular duty station. Normally, an employee will not receive more than one (1) meal during any eight (8) hour period unless (s)he is required to work overtime at least four (4) hours, away from home or regular duty station.

(c) Employees should make every effort to submit their claims for expense reimbursement within sixty (60) days of the date on which the expenses were incurred.

6. An appointing authority may revoke meal reimbursement privileges where there is continuing indication of abuse.

7. The State may require the submission of receipts for any of the above expenses.

8. Work locations shall not be changed for the purpose of avoiding reimbursement of expenses.

**ARTICLE 59  
PESTICIDE APPLICATION DIFFERENTIAL**

Department of Corrections employees who are required to be and who are licensed or certified as commercial applicators of pest/herbicide chemicals and who are required to mix, handle or spray such chemicals will be paid an extra thirty dollars (\$30) per diem when actually engaged in such activity. The State may contract out all or part of this function without further negotiations or grievance.

**ARTICLE 60  
MILEAGE REIMBURSEMENT**

1. For authorized automobile mileage actually and necessarily traveled in the performance of official duties, a State employee shall be reimbursed at the rate established by the GSA, unless the employee is traveling in a State-owned or leased vehicle.

2. The Labor Management Committee shall be utilized as a discussion vehicle for exploring the suggestions of both parties concerning energy conservation, reduction of energy costs and appropriate incentives therefore.

3. Beginning July 1, 1987, the "constructive travel doctrine" (i.e., where the normal commutation distance between an employee's home and his/her official duty station is deducted from mileage incurred in the course of business under certain circumstances) shall be abolished. Administrative rules and policies regarding mileage reimbursement shall be modified in accordance with this Article.

**ARTICLE 61  
OFFICE ALLOWANCE**

1. Employees:

(a) who are required by the appointing authority to dedicate space in their homes for the purpose of conducting State business, and have telephones in their homes, the numbers of which are provided to the public for the purpose of conducting State business, and

(b) whose home office spaces would have qualified for a deduction as office space under federal income tax laws in force on July 1, 1976, shall receive an allowance of fifty-seven dollars and sixty-nine cents (\$57.69) per pay period while so assigned. This allowance shall be in addition to their base pay and shall be considered full compensation for all costs and inconveniences incurred as a result of maintaining offices at home in accordance with the above provisions.

The failure of the State to publish phone numbers shall not be the sole basis for denying office allowance under this Article.

## **ARTICLE 62 UNIFORMS**

1. Uniform policies in effect prior to the effective date of this Agreement shall remain unchanged unless modified in accordance with this Article.
2. Any uniform policies initiated by management after the effective date of this Agreement shall provide the employee with:
  - (a) The uniform itself or an allowance sufficient to cover the initial purchase of the uniform(s), and
  - (b) Any necessary cleaning and maintenance.
3. The decision to require the wearing of uniforms shall be made by management alone. The continuation of a clothing allowance or the supplying of work uniforms shall cease when and if a decision to no longer require the wearing of uniforms is made by the appropriate appointing authority.
4. For purposes of this Article, "uniform" is defined as "dress of a distinctive specific design or fashion worn by a particular group of employees and serving as a means of identification."
5. Employees shall be allowed to participate in the Labor /Management committee discussions concerning Corrections Department uniforms.
6. Facility Nurses will be provided with work clothing consistent with the Department's policy on medical staff work clothing requirements.

## **ARTICLE 63 CREDIT FOR TEMPORARY SERVICE**

On and after July 1, 1988, a non-probationary status employee who worked as a temporary employee during the two (2) year period immediately prior to his or her most recent date of hire as a classified employee, upon written request following completion of original probation, together with verification satisfactory to the appointing authority, for the purpose of subsequent leave accrual shall be credited for actual, temporary service not exceeding two (2) years, provided:

The employee has at least one thousand (1000) hours of temporary service in the first year immediately preceding such date of hire. If (s)he meets this threshold (s)he will be eligible for temporary service credit in the second year immediately preceding such date of hire if (s)he has worked at least one thousand (1000) hours of temporary service in such second year.

## **ARTICLE 64 REEMPLOYMENT**

An employee who:

1. After termination or transfer of employment as a permanent status employee (i.e., having successfully completed an original probationary period) or exempt employee with a satisfactory rating; and,
2. Who has not been dismissed for cause; and,
3. Is reemployed by the State within two (2) years after such termination; and,
4. Upon successful completion of any required original probationary period shall have the length of continuous previous classified and/or exempt service recredited for the purpose of subsequent leave accrual and RIF rights. An employee with multiple service breaks shall be eligible after each such service break for recredited length of all prior classified or exempt service, so long as such service break(s) was less than two (2) years and otherwise complies with the provisions of this Article.

Upon written request, together with any required documentation prior classified and/or exempt service credit shall be effective as of the date the request is received by the employing Department, but in no event earlier than the date of successful completion of any original probationary period.

**ARTICLE 65  
REDUCTION IN FORCE**

**1. PURPOSE**

The purpose of this Article is to provide a system to ensure equitable and consistent treatment of classified employees when a reduction in force occurs.

**2. COVERED EMPLOYEES**

Employees with rights under this Article include permanent status employees and exclude provisional employees, employees in their original probationary periods and other employees who do not have permanent status. Employees with limited status, including employees who voluntarily accept a promotion, transfer, or demotion from a permanent position to a limited service position are also excluded; however, an employee with limited status in a limited service position has rights under this article with three (3) or more years of prior service as a Permanent status classified employee or after three (3) consecutive years in one (1) or more limited service position(s), or any combination of three (3) years in permanent status and limited service.

In the computation of seniority, permanent status employees shall receive credit for time spent in limited service position(s).

**3. METHOD OF SELECTION FOR RIF**

The right to determine that a reduction in force is necessary and the time when it shall occur is the employer's prerogative, pursuant to the provisions of Article 2, Management Rights. Nothing in this Agreement shall be construed to imply otherwise. Once management has determined the class from which a position is to be eliminated, the selection for layoff shall normally follow the order of separation listed below in this Article unless the operating needs of the department, as determined by management, result in a different position being selected.

**4. NOTICE TO VSEA AND TO EMPLOYEES**

(a) to VSEA

At least thirty-five (35) days before the effective date of any reduction in force and five days before any employee is officially notified of a layoff, the VSEA will be given a list of affected classes and of employees selected for layoff, and given the opportunity to discuss alternatives.

(b) to Employees

Employees selected for layoff will be so notified in writing by the employing department or agency at least thirty (30) calendar days prior to the effective date. If mutually agreed to, an employee may be given two (2) weeks pay in lieu of notice.

The Department of Human Resources may elect to notify all potentially affected employees within the Vertical Displacement group, coincidental to notice to the initially selected employee(s).

The official notice of layoff will advise the employee:

(1) To file an updated application with the Department of Human Resources;

(2) To define reemployment parameters;

(3) If desired, to schedule a personal interview as soon as practical to discuss alternative employment opportunities;

(4) Inform the employee of the effective day of the layoff and that mandatory reemployment rights begin thirty (30) days before that effective date and continue for two (2) years thereafter, unless terminated under this section; and,

(5) Inform the employee of vertical displacement rights, if applicable, including any horizontal displacement rights.

**5. DETERMINING SEPARATION**

(a) For purposes of this section:

(1) In instances where ratings are identified using numbers, a "2" shall be Unsatisfactory, a "3" shall be Satisfactory, a "4" shall be Excellent or "5" shall be Outstanding as defined in the Performance Evaluation Article.

(2) In instances where ratings are used to determine the order of layoff, employees with the same rating(s) or within the same rating groups and columns, will be separated according to seniority (most senior separated last).

(3) Volunteers need not be separated prior to laying off classified employees provided the volunteers do not assume the duties of the laid off employees.

(b) Order of Separation

The order of separation of employees with permanent status shall be on a geographic basis by class and department in the following manner. For purposes of determining this order of separation, "geographic basis" shall be construed to mean that area within a thirty-five (35) road mile radius of the position's regular duty station.

(1) Employees with less than three (3) years of continuous State service and whose current, annual performance evaluation is less than Satisfactory shall be separated first.

(2) Then, employees who have not received their first annual performance evaluation will be separated. These employees will be separated on the basis of their original probationary period evaluations and separated in order of their ratings, those rated above "Satisfactory" being separated last.

(3) Then, employees with only one (1) annual performance evaluation will be separated. These employees will be listed by order of their ratings, "Outstanding" being separated last.

(4) Then, employees with two (2) annual performance evaluations will be separated. Those employees will be placed in the following groups based on their performance ratings:

	1.	2.	3.
Group A:	2,2	3,2	2,3
Group B:	4/5,2	3,3	2,4/5
Group C:	4/5,3	3,4/5	4/5,4/5

The employees in Group A will be separated first, Group C last.

(5) Then, employees with more than three (3) and less than five (5) years of continuous State service will then be separated. The order of layoff of these employees will be based on seniority (the employee with the most seniority will be separated last), except in the following instance. An employee with any one (1) of the following combinations of ratings on his/her three (3) most recent annual performance evaluations will be separated last:

4/5	4/5	3
4/5	3	4/5
3	4/5	4/5
4/5	4/5	4/5

(6) Then, employees with five (5) or more years of continuous State service will be separated. The order of layoff of these employees will be based solely on seniority; the employees with the most seniority will be separated last.

(c) (Special Circumstances)

If any employee with permanent status identified for layoff is eligible for Veteran's preference under 20 V SA, Section 1543, and has identical length of service and ratings with a non-veteran employee with permanent status who is identified for layoff, the latter shall be laid off before the former.

(d) (Options within class)

When a position is to be eliminated and an employee other than the incumbent of that position is selected for layoff, the incumbent of the position to be eliminated will be offered the position held by the employee scheduled for layoff.

(1) If the offer is refused, the incumbent of the position to be eliminated will be laid off, notwithstanding the procedures above.

(2) In this event, the employee will be laid off with full rights given under Reduction In Force Article, or s/he may exercise vertical displacement rights, if eligible and qualified, in accordance with Section 5, subsection (e) of this Article.

(3) Notwithstanding, if the incumbent of the position to be eliminated arranges with other employees in his/her same department and in the same class to switch positions, the employee

to be laid off will be determined in accordance with this section, provided the appointing authority agrees to the rearrangement of positions.

(4) Any employee not selected for layoff may be required to assume the duties within class of the selected individual, (such as shift or unit assignment, caseload, etc.) and may not grieve such assignment.

(e) Displacement (Bumping)

(1) Displacement rights will be extended to full time classified employees with permanent status in accordance with the provisions of this subsection (e). Horizontal displacement rights within a department and geographic area will apply to associated classes. Vertical and horizontal displacement rights will apply within a series of classes, within a department and geographic area. Geographic area, for purposes of displacement, shall be construed to mean a thirty-five (35) road-mile radius.

(2) The Commissioner of Human Resources shall determine and maintain the list of vertical classes within series. After consultation with the VSEA, pursuant to its request, in November-December prior to the effective date of any contract, the series list shall be incorporated by reference and shall remain in force for the life of such agreement except as it may be updated on a quarterly basis (April, July, October, January) thereafter by the Commissioner of Human Resources. Quarterly modifications shall be made only when reassignments of pay grade and establishing new classes or abolishing old ones require such modification in order to maintain vertical alignment within the series.

(3) Vertical displacement rights: shall be offered subject to the following conditions:

(i) Employees may exercise displacement rights only over bargaining unit employees within their Department and their geographic area. "Geographic area" (thirty-five (35) road-miles), is defined by the initial position targeted for layoff prior to any vertical or horizontal displacement.

(ii) There shall be no more than three (3) vertical displacements within a classification series.

(iii) Vertical displacement rights shall not be exercised if one or more of the following conditions exist within the employee's department and geographic (thirty-five (35) miles) area.

- There is a RIF-cleared vacancy which management intends to fill within the same pay grade, or within the first, second, or third next lower pay grade, or there is an original probationary employee working in any such position and the employee meets the minimum qualifications for any such vacancy or position: or

- (S)He is eligible to exercise horizontal displacement within a department or geographic area (thirty-five (35) road-mile radius), into an associated class under paragraph (4) of this subsection. In such cases, the displaced employee shall acquire vertical displacement rights, subject to the cap of three (3) vertical displacements. Horizontal displacements from one associated class into another, before vertical displacements begin, do not count against the cap of three (3) vertical displacements.

(4) Horizontal Displacement: Associated Classes

An employee eligible to exercise horizontal displacement, may displace a less senior employee who is the most junior employee in the series of associated classes, provided that the displacing employee has been designated by the Human Resources Department to meet the minimum qualifications based on personnel records reflecting such designation prior to the date when the employee received notification of impending layoff.

It shall be the responsibility of each employee to seek designation by the Human Resources Department of associated classes in which the employee meets minimum qualifications and redesignation after a posted notice of change in minimum qualifications.

In all other respects, when the class specification designates a class as "associated," the "associated class" shall be considered a separate class for the purposes of reduction in force.

(5) An employee eligible to exercise vertical displacement may displace a less senior employee who is the most junior employee in the next lower class in the series in a position which he or she is qualified to fill, within the employee's department and geographic area. For

compensation purposes, employees who exercise displacement rights shall be treated as voluntary demotions.

(6) A confidential employee with permanent status who is identified for layoff shall be allowed to exercise horizontal displacement rights into associated classes and vertical displacement rights provided it is to a class in which the employee previously worked. A displacement by a confidential employee shall count against the cap of three (3) displacements.

(7) An employee notified of layoff shall have no more than five (5) calendar days to exercise displacement rights under this Article. In the absence of such timely exercise, this five (5) day notice period will continue to count against the thirty (30) day notice of layoff, so that the effective date of layoff shall remain unchanged. However, the thirty (30) day period to establish recall parameters under the Reemployment Article shall not begin until the expiration of this five (5) day period, or notice by the employee to elect reemployment rights, if sooner.

(8) If the next lower class in the series contains associated classes, the employee must displace a less senior employee who is the most junior in all the associated classes for which the employee meets the minimum qualifications. Such displaced employee may then exercise displacement rights as provided under this Section; provided such a displacement into an associated class shall count against the cap of three (3) vertical displacements.

(9) If two (2) or more persons are selected for layoff in a class, the most senior employee shall first have displacement rights.

(f) Permanent part-time employees shall not be included with permanent full-time employees for the purpose of layoff selection. They will be treated as a separate class.

(g) "Trainee" classes (including, not necessarily limited to, such classes as Secretary B Trainee, Social Worker Trainee) will be considered to be the full level position (i.e., Secretary B, Social Worker in the above examples) for purposes of determining the order of separation.

(h) Nothing shall prevent or require an appointing authority from seeking from among permanent status employees in other than the selected class, volunteers in lieu of those designated for layoff, who may wish to accept reemployment rights under this Article. Selection among volunteers, approved by the appointing authority, shall be by seniority and those employees shall not have vertical displacement rights.

6. The parties recognize that the Americans with Disabilities Act and the Vermont Fair Employment Practices Act require the State to provide reasonable accommodation to qualified disabled employees. [See Section 29, CFR 1630.2(o), EEOC ADA Regulations]. The parties acknowledge that as part of an ADA accommodation, the qualified disabled employee may be granted priority reemployment rights, notwithstanding the reemployment rights of other employees.

## **ARTICLE 66 REEMPLOYMENT RIGHTS (RECALL RIGHTS)**

### **1. MANDATORY REEMPLOYMENT RIGHTS**

An employee with permanent status who has received an official notice of layoff, and who is about to be laid off under the Reduction in Force Article, shall have the following mandatory reemployment rights:

(a) Beginning thirty (30) days immediately prior to the effective date of the layoff and continuing for two (2) years beyond such effective date, such employee will have mandatory reemployment rights to any vacant classified bargaining unit position when management intends to fill it, provided:

(1) Such position is at the same or lower pay grade as the position from which the employee was laid off, or up to the highest position in classified service from which such employee was laid off or from which such employee exercised vertical displacement rights with the two (2) year period prior to the next scheduled effective date of layoff; and

(2) The employee meets the minimum qualifications for the position; and

(3) The employee has indicated a desire and willingness for the job by stating so in "parameters" established before implementation of these reemployment rights (e.g., full-time, part-time, limited service, permanent, type of position, department, occupation, etc.) During the

period of mandatory reemployment rights an employee may at any time change these reemployment parameters for the remainder of the period.

(b) Notwithstanding subsection (a), above, management shall have the right to first fill vacant classified bargaining unit positions by promotion, demotion, or lateral transfer of classified employees from within the Department, so long as such actions produce a different vacant bargaining unit position which management intends to fill.

(c) An employee who exercises mandatory reemployment rights to a higher pay grade under this subsection shall not be considered to have been promoted thereto for pay purposes.

(d) If the class from which the employee was laid off has been reassigned to a higher or lower pay grade between the time the employee was laid off and the time a job offer is made pursuant to this Article, the employee has reemployment rights at the higher pay grade.

## **2. WORKING TEST PERIOD**

An employee who accepts an offer of reemployment under this Section on or after July 1, 1994, shall be placed in a ninety (90) day probationary period, without recourse to the grievance procedure. Such period may be successfully completed after sixty (60) days, and may also be extended for an additional ninety (90) day period, at the discretion of the appointing authority.

## **3. SEPARATION DURING THE WORKING TEST PERIOD**

An employee who is separated during the probationary period referred to in Section 2 above shall have reemployment rights reinstated to include the number of mandatory offers and amount of time left immediately before accepting the "probationary" position, and shall not have recourse to the grievance and arbitration process as a result of such separation.

## **4. TERMINATION OF MANDATORY REEMPLOYMENT RIGHTS**

Mandatory Reemployment rights terminate when:

(a) The employee declines three (3) "mandatory offers" of reemployment; or (Failure to accept an offer of reemployment within five (5) work days from the date (s)he actually receives written notice of the reemployment opportunity constitutes a decline of the offer).

(b) The employee:

(1) advises his or her appointing authority or the Department of Human Resources that he or she is unavailable for work; or

(2) fails to notify the Department of Human Resources of a current address; or

(3) does not continue to be available for work; or

(c) The employee refuses to file an updated application which state parameters for reemployment to the Department of Human Resources; or

(d) The employee accepts an offer of reemployment with the State. The employee must report for duty within two (2) calendar weeks of the acceptance unless the appointing authority or designee waives this two (2) weeks' requirement.

(e) During the two (2) year and thirty (30) days mandatory reemployment period, the State shall have no obligation to offer any vacant position until the employee has established reemployment parameters with the Department of Human Resources.

## **5. RESTORATION RIGHTS**

An employee who has complied with Section 1(a)(3) of this Article but whose mandatory reemployment rights have expired at the end of the two (2) year period following the effective date of layoff shall be eligible for restoration rights as defined in the "Definitions" section of this Agreement. Restoration rights shall expire after one (1) year. Employees whose mandatory reemployment rights terminate under Section 4 shall not be eligible for restoration rights.

## **6. ORDER OF REEMPLOYMENT OFFERS**

The order in which mandatory Reemployment offers will be made under Section 1 above shall be as follows:

(a) The name of all people in the Non-Management, Corrections and Supervisory Units who are in a reduction in force status

(1) whose latest performance evaluation was Satisfactory, or better; or

(2) who have three (3) or more years of continuous State service, shall be placed on a single list in the order of their date of hire (adjusted according to the respective Articles governing credit for prior classified service and leave of absence). The most senior qualified person on

this list shall be the first to be offered reemployment into a vacant position. If declined, the position will be offered to the next such person on the list until the list is exhausted.

(b) The names of all people who are in a reduction in force status and who have been identified for layoff under the provisions of Section 5(b)(1) of the Reduction in Force Article, shall be placed on another list in the order of their date of hire (adjusted according to the respective Article governing credit for prior classified service and leave of absence). The most senior qualified person on this list shall be offered reemployment into a vacant position only after the list in subsection 6(a) above has been exhausted.

(c) Employees in the State Police Unit, and Lieutenants and Captains in the Supervisory Unit, who are in a reduction in force status will have mandatory reemployment rights to vacant positions in the Non-Management, Corrections and Supervisory Units only if there are no employees in those units having priority claim to such vacancies (i.e., only if the lists in (a) and (b) above have been exhausted).

7. Managerial and confidential employees who are laid off and who previously worked in bargaining unit position(s), may, at the discretion of the Commissioner of Human Resources, exercise mandatory reemployment rights to vacant bargaining unit positions in the same manner and on the same basis as laid off bargaining unit employees. Placement on the recall list is based on total continuous State service for confidential employees and bargaining unit time for managerial employees.

8. If during the thirty (30)-day period preceding the effective date of layoff, the Commissioner of Human Resources determines that there is no vacancy in which an employee noticed for layoff is eligible to fill under the Displacement (Bumping) provisions of the Reduction in Force Article, neither within nor outside of the parameters which the about-to-be laid off employee may have established under subsection 1 (a)(3) of this Article, the employee will be offered the option to displace the occupant of the position which the State determines to be the single, most suitable position for which such employee is qualified, from the following categories, at or below the employee's pay grade and within the same Department:

(a) a permanent classified position held by an original probationer. If there are no such position(s), then

(b) a limited service position held by an original probationer. If there are no such positions, then

(c) a permanent classified position or limited status position held by a provisional employee. Then if there are no such positions,

(d) an opportunity to displace a temporary employee.

9. A laid off employee who no longer has mandatory reemployment rights under this Article, may be placed at the top of any register/hiring certificate of State Promotional candidates if in the remainder of the two (2) year period for mandatory reemployment rights:

(a) The position is at the same or lower pay grade as the position from which (s)he was laid off; and

(b) The employee meets minimum qualifications; and

(c) The employee specifically applies to the Human Resources Department in response to the State Promotional Recruitment Announcements.

10. A permanent status employee who, after notice of layoff, accepts a position as a temporary employee or a position outside State government retains his or her reduction in force rights under this Article but does not acquire any new reduction in force rights upon the expiration or termination of such employment.

11. An employee who is reemployed, under this Article into a limited service position and who by reason of a combination of time spent in a permanent status position or a limited service position, or any combination thereof, has not acquired permanent status shall retain reemployment rights until acquisition of permanent status, at which time reemployment rights shall terminate.

12. A former permanent status employee, reemployed in accordance with this Article shall be paid the rate of pay being received at the time of the layoff, plus any general wage increases which would have been received, had the layoff not occurred, because of an adjustment to the pay grade or compensation plan, provided, however, this salary shall not exceed the maximum of the pay grade for the class to which the employee is reemployed, and shall not include any step increments. Employees

reemployed to a position in a lower pay grade shall be treated in the same manner as a reallocation downward for pay adjustment purposes, subject to the maximum of the new grade.

A former permanent status employee, who is reemployed in accordance with Section 9 above, shall be treated as a restoration for purposes of pay.

An employee who accepts the displacement offer to a lower pay grade position under Section 8 of this Article shall be paid as if voluntarily demoted to such position.

13. An employee who is actually separated because of a reduction in force shall elect to:

(a) Be paid for all earned annual leave in a lump sum up to a maximum of twenty (20) days (160 hours) with final payment for services; or,

(b) Keep up to one-half (1/2) of annual leave credits up to a maximum of ten (10) days (eighty (80) hours) for up to four (4) months from the effective date of separation.

(c) If the employee retains annual leave credits and is reemployed by the State within four (4) months, that retained annual leave will be reinstated.

(d) If the employee retains annual leave credits and is not reemployed by the State within the four (4) months, or requests payment before an offer of mandatory employment is accepted, that annual leave will be paid in a lump sum at the hourly rate in effect when the employee was laid off.

(e) Notwithstanding the above, in no instance shall more than one hundred sixty (160) hours of annual leave credit, in the aggregate, be paid off in cash. Any unpaid annual leave balance shall be re-credited only upon an employee's return to a permanent or limited service position while she/he has mandatory rehire rights. Employees separated in accordance with the provisions of the ninety (90) day working test period, or Section 16 of this Article, shall not receive additional pay out resulting from the subsequent separation, once one hundred sixty (160) hours in the aggregate are paid out.

14. An employee who is laid off shall lose all accrued sick leave credits except:

(a) An employee who is rehired under this Article shall have the sick leave credits accumulated up to the time of layoff, restored.

(b) An employee on sick leave at the time (s)he is laid off, who is totally and permanently unable to work due to a non-job related disability and is ineligible for disability retirement shall:

(1) Be entitled to retain one-half of accumulated sick leave credits up to a maximum of nine hundred sixty (960) hours.

(2) Be kept on the payroll at the same rate of pay as if (s)he had not been laid off, until his/her retained accumulated leave credits have been used.

(3) The effective date of the reduction in force is not altered by payment of this leave time.

(4) The State at its option may request a physician or physicians to confirm the nature and extent of the illness, at the State's expense.

(c) An employee who is totally and permanently unable to work as a result of a job-related injury or illness and is ineligible for disability retirement shall:

(1) Be entitled to retain all accumulated sick leave credits.

(2) Be kept on the payroll at the same rate of pay as if he or she had not been laid off, until his or her retained accumulated leave credits have been used.

(3) The effective date of the reduction in force is not altered by payment of this leave time.

(4) The State at its option may request a physician to confirm the nature and extent of the illness at the State's expense.

(d) Notwithstanding (b) and (c) above, if an employee is laid off because the Department lacks funds, the employee will not be entitled to sick leave credits. In this event, the State shall petition the proper authority for the necessary money to provide the laid off employee with sick leave pay in accordance with subsection (b) and (c) of this Section.

15. A former permanent status employee who is actually laid off and then reemployed, in accordance with this Article, shall be considered to have continuous State service, but shall not accrue seniority for the period of separation from State service.

16. An employee reemployed in accordance with his/her mandatory reemployment rights under this Article who later agrees with the appointing authority that (s)he is unable to perform the duties of his/her new position may resign and retain his/her rights provided in this Article. The employee will be entitled to only those rights resulting from the original layoff, including time limits and mandatory offers.

17. The State is not required to pay any moving expenses incurred by any employee who accepts a promotion, transfer, or demotion as a result of a reduction in force.

18. A permanent status employee who refuses to accept an involuntary transfer outside of his/her geographic area with the thirty (30) day prior notice as outlined in the Workweek Article, etc., shall have mandatory reemployment rights except that there shall be no such rights to a vacancy caused by the subsequent transfer of another employee in the same class in lieu of the transfer refused, and the "grace period" shall run from the date the employee refuses the option not to accept the transfer, to the effective date of the transfer, not to exceed thirty (30) days. Geographic Area is defined to mean thirty-five (35) road mile radius.

19. Those employees who are in a reduction in force status prior to the effective date of this Agreement shall be afforded the above reemployment rights and benefits enumerated in this Article, only from the effective date of this Agreement through the date two (2) years from the effective date of their reduction in force.

20. The Commissioner of Human Resources may extend the time period in which RIF rights are held by an employee who is temporarily disabled at the time of the effective date of layoff.

21. An employee covered by this Agreement who, after being involuntarily designated or assigned to a "confidential" position, on or after July 1, 1984, is laid off from that position will be placed on the RIF recall list with bargaining unit seniority frozen at time of leaving the bargaining unit.

22. If an employee is laid off during a promotional probationary period, (s)he shall have the right of return (including bumping) to the class held immediately prior to promotion (but not necessarily to the same job) in the same department, with salary reduction to the previously held rate plus interim general salary increases.

### **23. RECLASSIFICATION**

When an employee receives a downward reallocation with change in class and pay grade resulting from a reorganization or a decision by management to implement a substantial change in the employee's job duties, (s)he may elect recall rights as outlined below:

(a) The employee shall have full contractual recall rights as outlined in this Article, to vacant, classified bargaining unit positions (other than the original position subject to the personnel action) within the employee's department and geographic (thirty-five (35) road mile radius) area.

(b) The employee's recall rights shall be limited to the same pay grade of the employee's position just prior to the downward reallocation for vacant, classified bargaining unit positions, if outside the employee's department and/or geographic (thirty-five (35) mile) area.

(c) An employee who selects recall rights under this section waives the right to file a request for review or classification grievance over the downward reallocation.

(d) The employee may elect to resign his/her position and to volunteer for layoff and recall rights as provided in this section by filing a written notice with the Commissioner of Human Resources, with concurrent copies to VSEA and the appointing authority, within five (5) calendar days after receipt of the official notice of such personnel action (or fifteen (15) days after being notified by the department, whichever is sooner). The effective date of layoff shall be thirty (30) days following the filing of the written notice under this Section.

(e) This section shall not apply to successive changes in duties over a period of time or to reallocations, reassignments or reclassifications made pursuant to the normal classification auditing process.

24. For purposes of this and the Reduction in Force Articles, the Agency of Transportation and the Agency of Development and Community Affairs shall be considered a department for definition purposes.

### **25. HEALTH INSURANCE COVERAGE**

(a) An employee who is laid off or separated from employment on or after July 1, 1994, under circumstances which entitle such employee to reemployment rights under this Article, other than pursuant to Section 23, may elect to continue membership in their health benefit plan, upon advance payment of the regular percentage contribution to the cost of the plan, during the first six (6) full pay periods next following the effective date of separation, so long as such employee retains reemployment rights. An employee whose reemployment rights are reinstated following separation during a working test period and who did not receive health benefit coverage for six (6) full pay

periods of layoff status prior to placement in such working test period may elect to continue membership in his or her health benefit plan upon advance payment of the regular percentage contribution to the cost of the plan for the number of pay periods which, when added to the number of pay periods in which such person received health benefit coverage prior to such placement, equals six (6) full pay periods of health benefit coverage during layoff status with reemployment rights.

(b) An employee who accepts the offer under Section 8(d) above to displace and become a temporary employee shall retain reemployment rights and shall be eligible for benefits under paragraph 1, above. Such reemployment rights shall terminate when such employee declines thereafter a single mandatory offer of reemployment.

#### **ARTICLE 67 WHISTLE BLOWER**

1. A "WHISTLE BLOWER" is defined as a person covered by this Agreement who makes public allegations of inefficiency or impropriety in government. No provision of this Agreement shall be deemed to interfere with such an employee in the exercise of his or her constitutional rights of free speech, and such person shall not be discriminated against in this employment with regard thereto.
2. The protections provided by this Article do not apply to an employee whose statements are made with malicious disregard of the truth.
3. Employees who possess information about inefficiency or impropriety in State government are urged to bring that information to the attention of appropriate officials prior to making public allegations.

#### **ARTICLE 68 CONTRACT PRINTING**

The State and VSEA shall share responsibility for timely agreement on the final language of all contracts. The parties shall sign originals of the contracts, which shall control in the event of any dispute over the contents of the contracts. Each party shall be responsible for printing their own copies for their constituents.

#### **ARTICLE 69 INSUFFICIENT APPROPRIATION**

1. If any General Assembly appropriates insufficient funds to implement this or any successor Agreement, renegotiations will be held in May or June of the year in which insufficient funds are appropriated on the items in this or any successor Agreement affected by that appropriation, in order to reach agreement on such items, based on the amount of funds actually appropriated by the General Assembly.
2. If, despite the best efforts of both parties, negotiations on a new Agreement are not completed by the July 1 following expiration of its predecessor Agreement, the terms of that Agreement will remain in force until the new Agreement is ratified.
3. The new Agreement, with negotiated changes, becomes effective July 1 following the original expiration date of its predecessor.

#### **ARTICLE 70 FIELD SECURITY**

1. The development of safety guidelines for the scheduling or conduct of a field check shall be the subject of continuing labor management discussions. In the event a consensus on this issue cannot be reached, the parties may agree to utilize the services of a mediator or other non-binding alternative

dispute resolution process. Employees will not normally be required to conduct field checks which they reasonably believe may result in risk to their personal safety beyond the normal risk associated with such corrections work. Any such determination will be reported to the employee's supervisor for evaluation.

2. The Department shall use its best efforts to provide dispatch services (within radio range) for all Community Correctional Officer performing field checks.

3. The Department shall not require any employee to use a state vehicle which, after being reported by an employee, it has established to be in such disrepair or unsafe condition that it will not pass State inspection and presents an unreasonable risk of bodily injury beyond the normal risk associated with corrections work. With the approval of the appointing authority, or designee, an employee will not be required to drive in hazardous road conditions.

4. The Department will include unarmed self-defense training as an element of Corrections competency training.

## **ARTICLE 71 SEPARABILITY**

If any provisions of this contract, or the application of any provisions thereof to any person or circumstance, shall be held invalid by any court of competent jurisdiction, the remainder of this contract, or the application of that provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## **ARTICLE 72 SPECIAL TEAM ALLOWANCE**

1. In recognition of the higher standard of responsibility that comes with the selection by the Department of Corrections for participation on a Corrections Emergency Response Team, and maintenance of membership on such team, the following allowance will be offered. Effective with the first pay check received on or after July 1, 2001, employees who: are assigned by the Department of Corrections; and have obtained the requisite certification and served on a correctional facility's Corrections Emergency Response Team for the full previous fiscal year; and who have attended and successfully completed all required Team training and/or meetings conducted during that year; shall receive an annual lump sum amount of two hundred fifty dollars (\$250). Commencing with the first paycheck received on or after July 1, 2002, and each July 1 thereafter, the annual lump sum amount shall be three hundred dollars (\$300). No employee may receive more than one (1) lump sum payment under either or both provisions of this Article.

2. Employees who receive and maintain certification as trainers from the Commissioner of Corrections, and who during the previous fiscal year conducted training as required by their certification, shall receive an annual lump sum payment of two hundred fifty dollars (\$250) (three hundred (\$300) effective July 1, 2002) effective with the first pay check received on or after July 1. No employee may receive more than one (1) lump sum payment under either or both provisions of this Article.

## **ARTICLE 73 ACCELERATED STEP ADVANCEMENT PROGRAM**

1. Effective July 1, 2001, and thereafter, all Corrections Bargaining Unit employees, except those employees excluded under Article 41 hereof, will advance to the next higher step in their pay grade upon attainment of the following academic levels.

(a) Level I — can be achieved by attaining either:

(1) an Associate's Degree or higher academic degree plus the successful completion of eighty (80) hours of Department Administered training; or

(2) successful completion of four hundred (400) hours of Department approved training. It is understood that no Corrections Academy earned hours will be counted towards either the eighty (80) hours or the four hundred (400) hours of required training.

(b) Level II — can be achieved by attaining either:

(1) a Bachelor's Degree, or higher degree, at any time; or

(2) by completing one hundred fifty (150) hours of Department approved training after Level I status has been attained.

2. An employee can only receive one (1) step advancement increase at each level. Employees hired with a B A degree, or who attain a B A degree after hire, and then complete the eighty (80) hours of Level 1 training, will receive a two (2) step increase, except if they have already received a Level 1 step increase. The Step shall be Payable on the next step date after attainment of the level. A maximum of eighty (80) employees per year may receive the benefits specified herein. For these purposes and for the purposes of Article 41, attainment shall mean either proof of the degree or, if such degree has not been conferred by the granting institution, the employee must meet each of the following requirements:

(a) The employee must submit a transcript reflecting successful completion of all necessary courses along with a letter from the college or university registrar stating that the student is in good standing, that there are no outstanding debts to the school or any other barrier to graduation, and that the degree will be awarded on a certain date.

(b) The parties further agree that in order to be considered to have attained a particular number of credits under the provisions of Article 41 or this Article, an employee must actually have completed all the required coursework for the credits and be able to produce an official transcript from the educational institution showing these credits.

3. Employees who received an accelerated step advancement under the terms of a previous contract, will not be eligible for another step at the same level under this Article.

Employees can only receive one (1) step increase at each level.

4. Step advancements under this article will take place on the employee's step date next following the attainment of the Level.

5. Any such step advancement under this article shall be in addition to the employee's normal step movement and shall adjust future step dates accordingly.

6. Employees covered in this article are subject to the normal tuition reimbursement program offered by the Department of Corrections.

7. Those employees already at, or above, Step 15 at the time they become eligible for this step advancement benefit will receive a one (1) time, lump sum, cash bonus of five hundred (\$500) in lieu of a step increase.

8. A Department of Corrections labor-management committee, consisting of two (2) individuals appointed by the VSEA, two individuals appointed by the Commissioner on behalf of management, and the Corrections Department's Director of Human Resources shall meet and confer with regards to the program.

9. No more than eighty (80) employees will be eligible in any one fiscal year for this step advancement. Eligibility will be based on the length of continuous classified Departmental service.

#### **ARTICLE 74 AGENCY FEE**

1. Pursuant to 3 VSA Sections 902(19) and 962(10), the VSEA can implement an agency fee, for non-members, subject to the following conditions:

(a) An agency fee shall apply to any new employee hired on or after the effective date of the agency fee implementation;

(b) The VSEA shall give the State sixty (60) days prior notice of the effective date of the agency fee implementation, but in no event shall it be effective earlier than the first full payroll period in July 1998;

(c) The amount of the agency fee shall not exceed eighty-five percent (85%) of the amount payable as dues by VSEA members;

(d) Prior to the implementation of an agency fee, the VSEA must establish and maintain a procedure to provide non-members with the following:

(1) an audited financial statement that identifies the major categories of expenses, and divides them into chargeable and non-chargeable expenses;

(2) an opportunity to object to the amount of the agency fee sought, any amount reasonably in dispute will be placed in escrow; and

(3) prompt arbitration by the VLRB to resolve any objection over the amount of the agency fee.

2. The Agency Fee shall be deducted from the pay of non-members in the same manner as regular VSEA dues.

3. The VSEA agrees to indemnify and hold the State of Vermont harmless from any and all claims stemming from the implementation or administration of an agency fee.

### **TERMINATION OF AGREEMENT**

1. This Agreement will be effective July 1, 2010, and shall remain in effect until June 30, 2012.

2. This Agreement shall be renewed automatically for a twelve (12) month period following its expiration unless either party notifies the other, in writing, during the month of July, 2011 that it wishes to modify the Agreement.

In the event such written notice is given by either party, the proposals which either party wishes to negotiate may be submitted to the other party, in contract language, under the bargaining schedule agreed to by the State and the VSEA. Negotiations will begin no later than August 1, 2011, and will be completed no later than October 1, 2011, unless the State and the VSEA agree to establish a different bargaining schedule for any units or joint issues. The parties agree to meet prior to the onset of negotiations to address issues relating to informational needs required for contract negotiations.

3. Notwithstanding the cut-off dates agreed to by the parties, if fact-finding or arbitration pursuant to 3 VSA, Section 925, is in progress, negotiations will be extended no more than ten (10) calendar days beyond the date on which the factfinder or arbitrator submits his or her recommendations to the parties.

## APPENDIX A DEFINITIONS

Unless a different meaning is plainly required by the context, the following words and phrases mean:

**ADMINISTRATIVE HOLIDAY** - a workday on which the Governor officially closes some or all the State Offices.

**AGENCY** - a major component of State government headed by a secretary.

**ALLOCATION** - the determining of the classification of a new position. See also **REALLOCATION**.

**ANNUAL TRAINING** - annual active duty for training limited to a maximum of eleven workdays in a calendar year for a member of an organized reserve or the National Guard.

**ANNUAL LEAVE** - paid authorized absence for vacation or personal convenience.

**APPOINTING AUTHORITY** - the person authorized by statute, or lawfully-delegated authority, to appoint and dismiss employees. For purposes of reduction in force: within an agency, the Secretary shall be the appointing authority except as such authority may be delegated to a Commissioner; within a department not a component of an agency, the Commissioner or executive head shall be the appointing authority.

**APPOINTMENT** - the designation of a person as an employee.

**AREA OF RESPONSIBILITY** - a specific region or locale, together with the employees stationed therein, which region and employees are served by a single steward.

**ARMED FORCES** - United States Army, Navy, Marine Corps, Coast Guard, Air Force, and all reserve units, and the National Guard, including the Air National Guard.

**ASSIGNMENT** - the placing of a new class in pay grade. See also **REASSIGNMENT**.

**BASIC WEEKLY SALARY** - the minimum compensation to which an employee is entitled under the State's compensation plan.

**CERTIFICATION** - the submission to an appointing authority of the name(s) of person(s) from a register eligible to be considered for appointment to a designated position(s).

**CLASS** - one (1) or more positions sufficiently similar as to the duties performed, degree of supervision exercised or received, minimum requirements of training, experience, or skill, and such other characteristics that the same title, the same test of fitness, and the same pay grade may be applied to each position.

**CLASSIFIED EMPLOYEE** - an employee of the State of Vermont who is hired to fill a position in the classified service in accordance with merit principles as administered by the Department of Human Resources.

**CLASSIFICATION PLAN** - the arrangement of positions into separate classes and the ranking of the classes in relative order.

**CLASSIFIED POSITION** - a position in the State classified service which is assigned to a class and appointment to which is made in accordance with merit principles.

**CONTINUOUS STATE SERVICE** - uninterrupted service by an employee; authorized military leaves, educational leaves and other authorized leaves of absence shall not be an interruption of service.

**CONTRACTUAL SERVICE** - service provided to the State by agreement between an authorized representative of the State and an individual and/or organization, no employer-employee relationship exists.

**COURT DUTY** - the day or part of a day when an employee, in response to a subpoena, summons, or by direction of proper authority is required to appear as a witness on official State business, or in response to a subpoena as a witness in a criminal or civil action.

**DEMOTION** - the change of an employee from one (1) pay grade to another pay grade for which a lower maximum rate of pay is provided.

**DEPARTMENT** - a major unit of State government, usually headed by a Commissioner, which may be a component of an agency or an independent unit of State government.

**DIVISION** - a component of an agency headed by a Director.

**EDUCATIONAL LEAVE** - absence from duty for a formal course of study.

**EMPLOYEE** - any individual employed by the State on a permanent or limited status basis as well as an individual whose work has ceased as a result of, or in connection with, any current labor dispute or unfair labor practice.

**ESSENTIAL SERVICES** - services (1) necessary to provide for health and welfare of residents and inmates of State institutions, or (2) which must be continued in order to ensure the safety and welfare of the residents and property of the State and the convenience of the public.

**EXAMINATION** - all the tests including, but not limited to, written tests, ratings of training and experience, or oral boards, performance tests, probationary periods and any authorized extensions thereof.

**EXEMPTED SERVICE POSITIONS** - positions excluded from the classified service by statute.

**GEOGRAPHIC AREA** - the area within a thirty-five (35) mile radius of an employee's regular duty station.

**HOURS ACTUALLY WORKED** - (see **TIME ACTUALLY WORKED**).

**IMMEDIATE FAMILY** - parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, foster child, any person residing with the employee, and any family member for whom an employee is primarily responsible either to arrange for health care or to provide care.

**JURY DUTY** - the day or part of a day when an employee serves as a juror, is examined for jury duty or is required to report to the court as a prospective juror.

**JURY DUTY PAY** - the daily rate paid by the court to a juror or prospective juror.

**LACK OF WORK** - when (1) there is insufficient funds to permit the continuation of current staffing; or (2) there is not enough work to justify the continuation of current staffing.

**LAY OFF** - the separation of a classified employee due to lack of work or otherwise pursuant to management rights.

**LEAVE OF ABSENCE** - the means by which an employee may be absent from his/her position without pay for a period of time in excess of ten workdays.

**LIMITED APPOINTMENT** - appointment through open competitive procedures when the services of a person are required to fill a limited service position.

**LIMITED SERVICE POSITION** - a time-limited position which is authorized for a period of three (3) or fewer years.

**LIMITED STATUS** - that condition which applies to an employee who has completed an original probationary period and is occupying a limited service classified position. An employee with limited status is entitled to all the rights and privileges of a permanent status employee except reduction in force and reemployment.

**MERIT PRINCIPLES** - as set forth in 3 V.S.A. Section 312(b) et seq.

**MILITARY PAY DIFFERENTIAL** - the difference between the employee's base salary received from the State of Vermont and base pay received from the military, if any.

**MINIMUM QUALIFICATIONS** - the lowest level of skills, experience and educational qualifications necessary for admittance to the examination process.

**NORMAL WORKING HOURS** - the hours between the beginning and ending of an employee's regularly scheduled shift.

**OFF PAYROLL** - absence from duty of not more than ten days when sick leave and/or annual leave or compensatory time credits have expired, or absence is unauthorized. **OFFICIAL NOTICE** - written communication from the appointing authority to an employee.

**ORGANIZATIONAL UNIT** - an entire agency, department, division, board, commission, office, or institution designated by the appropriate appointing authority to be a unit for the purposes of administration of the Rules and Regulations for Personnel Administration. For purposes of reduction in force: only those divisions, offices, boards, commissions, and institutions which are not part of a department shall be considered separate organizational units.

**ORIGINAL PROBATIONARY PERIOD** - that working test period, normally six (6) months from effective date of appointment plus any extensions, served by all employees entering State classified service by any means other than restoration and reemployment.

**PAY GRADE** - one (1) of the established ranges within the total compensation plan for which a minimum and maximum rate is provided. Each class is assigned to a pay grade.

**PERMANENT STATUS** - that condition which applies to an employee who has completed an original probationary period and is occupying a permanent classified position. Rights and privileges of permanent status include, but are not limited to, reduction in force, reemployment, appeal, and consideration for promotion, transfer, and restoration.

**POSITION** - a group of current duties and responsibilities normally requiring the full-time or part-time employment of only one person.

**PROBATIONARY PERIOD** - that working test period, normally six (6) months from effective date of appointment, plus any extensions, during which the employee is expected to demonstrate satisfactory performance of job duties.

**PROMOTION** - a change of an employee from a position of one (1) class to a different position of another class assigned to a higher pay grade.

**PROVISIONAL STATUS** - that condition which applies to an employee who has not satisfied the examination and/or certification requirements for the classified position occupied.

**REALLOCATION** - change of a position from one (1) class to another class.

**REASSIGNMENT** - the change of a class from one (1) pay grade to another pay grade. See also **ASSIGNMENT**.

**REDUCTION IN FORCE** - a reduction is the layoff of a classified employee from employment due to lack of work or otherwise pursuant to management rights.

**REEMPLOYMENT** - the rehiring of a former permanent status employee into State classified service after a separation because of a reduction in force.

**REGISTER** - the list of persons (including candidates for REEMPLOYMENT, competitive appointment, transfer, restoration and demotion) from which a certificate for position(s) within a class or classes is drawn.

**REGULAR HOURLY RATE** - the amount of money obtained by dividing an employee's basic weekly salary by forty (40).

**REGULAR WORK WEEK** - Forty (40) hours of work per week.

**REINSTATEMENT** - the return of the name of an eligible to a register.

**RESTORATION** - the hiring within two (2) years of a former permanent status or limited status employee who was not dismissed under the Disciplinary Action Article and whose performance at the time of separation was at least satisfactory. Restoration rights apply to classes of positions assigned to the same or lower pay grade than the class of position previously held and for which the employee meets the minimum education and experience requirements.

**SCHEDULED OVERTIME** - overtime work which is not the result of unexpected and unforeseen emergencies caused by circumstances beyond the control of management or by unexpected absences of regularly scheduled employees.

**SENIORITY** - the length of continuous State service.

**SEPARATE** - the act of terminating employment in State service.

**SICK LEAVE** - paid authorized absence from duty due to employee's illness, injury or quarantine; for his/her medical or dental appointments which cannot reasonably be made outside of working hours; or for death or illness in the employee's immediate family.

**SPECIFICATION** - a written description of the nature, level of responsibilities, required skills, and minimum qualifications for a class.

**STATE** - Unless otherwise specified the Agency of Administration, Department of Human Resources.

**TIME ACTUALLY WORKED** - authorized time spent by an employee in the actual performance of assigned job-related duties, or on annual leave, compensatory time off, at a grievance hearing at the request of the State, unworked holidays, paid Association Leave time and personal leave. "Hours Actually Worked" is defined the same as "Time Actually Worked."

**UNAUTHORIZED ABSENCE** - absence without supervisory approval.

**UNAVAILABLE** - a condition in which an employee, who is to be offered overtime work, is unable to be contacted after a reasonable effort has been made by his/her supervisor.

**WORKDAY** - a regularly scheduled day of work which shall begin at the time the employee's regular and normal work schedule begins and continues for twenty-four consecutive hours. For filing procedure

and prior notice purposes the term "Workday(s)", as referred to in the contracts, shall be considered to be Monday through Friday, excluding legal and administrative holidays and the day after Thanksgiving.

## **APPENDIX B PROBATIONARY EMPLOYEES**

This Memorandum of Agreement outlines our understanding of the rights and benefits of original probationary employees in permanent, classified positions in accordance with the decision of the Vermont Supreme Court, Docket Number 84-509, VSEA v. State of Vermont.

1. Effective July 1, 1990, classified employees, upon hire and while serving in their original probationary status, shall be covered by the terms and conditions of the collective bargaining agreements, negotiated by the VSEA, Inc. and State of Vermont, except as provided below.

2. Probationary employees may be extended in probationary status, disciplined, laid off or dismissed by the State solely at the discretion of management without regard to the provisions of this agreement and with no right to the grievance process, but they shall otherwise be covered by all terms of this agreement, except as restricted below.

(a) No provisions of the Performance Evaluation Article may be grieved.

(b) Upon successful completion of the original probationary period, an employee will be credited with annual leave or personal leave accrued during such period.

(c) Probationary employees hired into another position shall be considered, for all purposes, to be a new hire.

(d) The following contract provisions shall not apply to original probationers:

Military Leave with Pay

Medical Leave of Absence

Sick Leave Bank and LTD Bank

Tuition Reimbursement

Moving Time (State Police)

Corrections Competency Supplement

Corrections Work Week/Work Year

State Police Work Week/Work Year

Injury on the Job - Disability RIF

Parental Leave/Family Leave

3. The state will include in its package of written information for newly hired employees, during the first two (2) weeks of employment, a VSEA informational brochure, any VSEA insurance benefit or new program information, a membership card and an envelope, and any other information agreed upon by the parties. All material relating to the VSEA shall be provided to the State by the VSEA. In addition, the State shall include in this packet a copy of the applicable VSEA bargaining unit agreement. This is in accordance with VSEA Article.

4. Upon execution of this Agreement, the parties agree that the Court's ruling does not expand nor diminish the statutory rights of probationary employees to grieve decisions relative to their original probationary status in accordance with Title 3, VSA, Ch. 27, §1001, provided, however, that VSEA, as the exclusive bargaining agent for all classified employees, has the right to represent probationary employees in all employment matters.

## **APPENDIX C SMOKING POLICY**

The parties agree that the side-letter of agreement regarding smoking policy and changes shall continue in force for the term of this Agreement unless amended by mutual agreement of the State and the VSEA.

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**Appendix I (Effective July 1, 2010 – July 3, 2010) (CLS Pay Plan)**

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
5	8.64	9.01	9.32	9.59	9.89	10.21	10.50	10.80	11.15	11.43	11.72	12.06	12.34	12.68	13.02
6	9.00	9.37	9.68	9.98	10.26	10.60	10.89	11.25	11.56	11.89	12.19	12.54	12.88	13.19	13.56
7	9.35	9.75	10.07	10.35	10.69	10.97	11.37	11.69	12.07	12.36	12.70	13.05	13.40	13.75	14.16
8	9.71	10.18	10.50	10.80	11.15	11.46	11.81	12.19	12.58	12.93	13.24	13.62	13.95	14.34	14.74
9	10.18	10.60	10.93	11.28	11.64	12.00	12.34	12.74	13.11	13.48	13.84	14.24	14.59	15.02	15.42
10	10.58	10.97	11.40	11.73	12.10	12.49	12.89	13.27	13.69	14.08	14.41	14.81	15.21	15.63	16.07
11	11.01	11.50	11.93	12.29	12.67	13.06	13.48	13.88	14.32	14.73	15.10	15.51	15.96	16.37	16.82
12	11.54	12.06	12.46	12.86	13.22	13.67	14.13	14.55	15.02	15.43	15.82	16.28	16.69	17.15	17.63
13	12.07	12.59	13.05	13.47	13.87	14.30	14.77	15.21	15.72	16.18	16.61	17.06	17.51	17.99	18.49
14	12.63	13.19	13.68	14.14	14.56	15.04	15.49	15.98	16.49	16.95	17.42	17.87	18.40	18.92	19.41
15	13.24	13.84	14.34	14.79	15.27	15.78	16.28	16.77	17.32	17.80	18.33	18.81	19.32	19.84	20.42
16	13.88	14.54	15.05	15.51	16.00	16.54	17.08	17.62	18.18	18.68	19.23	19.77	20.30	20.86	21.45
17	14.61	15.27	15.82	16.32	16.86	17.41	17.94	18.50	19.11	19.69	20.21	20.81	21.38	22.02	22.61
18	15.43	16.10	16.67	17.22	17.78	18.37	18.97	19.54	20.20	20.79	21.35	21.97	22.54	23.18	23.84
19	16.23	16.99	17.60	18.17	18.78	19.37	19.99	20.63	21.31	21.91	22.52	23.14	23.79	24.45	25.18
20	17.11	17.87	18.53	19.13	19.80	20.43	21.10	21.80	22.51	23.12	23.76	24.44	25.16	25.88	26.59
21	18.07	18.92	19.59	20.22	20.89	21.58	22.27	23.02	23.76	24.44	25.16	25.88	26.59	27.37	28.14
22	19.09	19.99	20.73	21.40	22.11	22.86	23.60	24.39	25.18	25.89	26.60	27.39	28.17	28.97	29.80
23	20.21	21.17	21.99	22.67	23.41	24.17	24.97	25.85	26.66	27.45	28.21	29.01	29.84	30.70	31.57
24	21.42	22.46	23.27	24.03	24.84	25.69	26.50	27.41	28.31	29.12	29.94	30.77	31.67	32.59	33.51
25	22.72	23.79	24.72	25.51	26.37	27.21	28.14	29.11	30.07	30.90	31.80	32.67	33.60	34.60	35.62
26	24.15	25.28	26.26	27.12	28.02	28.95	29.89	30.90	31.93	32.84	33.82	34.75	35.75	36.79	37.87
27	25.71	26.89	27.95	28.86	29.81	30.79	31.83	32.90	33.98	34.96	35.96	37.00	38.05	39.16	40.30
28	27.24	28.59	29.71	30.67	31.74	32.76	33.86	34.99	36.17	37.23	38.30	39.37	40.56	41.75	42.95
29	29.15	30.54	31.71	32.75	33.85	34.98	36.16	37.38	38.61	39.74	40.89	42.06	43.30	44.51	45.81
30	31.05	32.55	33.79	34.92	36.08	37.30	38.56	39.84	41.18	42.39	43.60	44.87	46.17	47.52	48.93
31	33.17	34.73	36.08	37.30	38.56	39.84	41.18	42.58	44.01	45.31	46.61	47.99	49.39	50.79	52.29
32	35.45	37.15	38.57	39.85	41.23	42.60	44.06	45.57	47.10	48.46	49.85	51.33	52.83	54.37	55.98

**Appendix II (Effective July 4, 2010 – June 29, 2012) (CLS Pay Plan)**

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
5	8.46	8.74	9.04	9.30	9.59	9.90	10.19	10.48	10.82	11.09	11.37	11.70	11.97	12.30	12.63
6	8.73	9.09	9.39	9.68	9.95	10.28	10.56	10.91	11.21	11.53	11.82	12.16	12.49	12.79	13.15
7	9.07	9.46	9.77	10.04	10.37	10.64	11.03	11.34	11.71	11.99	12.32	12.66	13.00	13.34	13.74
8	9.42	9.87	10.19	10.48	10.82	11.12	11.46	11.82	12.20	12.54	12.84	13.21	13.53	13.91	14.30
9	9.87	10.28	10.60	10.94	11.29	11.64	11.97	12.36	12.72	13.08	13.42	13.81	14.15	14.57	14.96
10	10.26	10.64	11.06	11.38	11.74	12.12	12.50	12.87	13.28	13.66	13.98	14.37	14.75	15.16	15.59
11	10.68	11.16	11.57	11.92	12.29	12.67	13.08	13.46	13.89	14.29	14.65	15.04	15.48	15.88	16.32
12	11.19	11.70	12.09	12.47	12.82	13.26	13.71	14.11	14.57	14.97	15.35	15.79	16.19	16.64	17.10
13	11.71	12.21	12.66	13.07	13.45	13.87	14.33	14.75	15.25	15.69	16.11	16.55	16.98	17.45	17.94
14	12.25	12.79	13.27	13.72	14.12	14.59	15.03	15.50	16.00	16.44	16.90	17.33	17.85	18.35	18.83
15	12.84	13.42	13.91	14.35	14.81	15.31	15.79	16.27	16.80	17.27	17.78	18.25	18.74	19.24	19.81
16	13.46	14.10	14.60	15.04	15.52	16.04	16.57	17.09	17.63	18.12	18.65	19.18	19.69	20.23	20.81
17	14.17	14.81	15.35	15.83	16.35	16.89	17.40	17.95	18.54	19.10	19.60	20.19	20.74	21.36	21.93
18	14.97	15.62	16.17	16.70	17.25	17.82	18.40	18.95	19.59	20.17	20.71	21.31	21.86	22.48	23.12
19	15.74	16.48	17.07	17.62	18.22	18.79	19.39	20.01	20.67	21.25	21.84	22.45	23.08	23.72	24.42
20	16.60	17.33	17.97	18.56	19.21	19.82	20.47	21.15	21.83	22.43	23.05	23.71	24.41	25.10	25.79
21	17.53	18.35	19.00	19.61	20.26	20.93	21.60	22.33	23.05	23.71	24.41	25.10	25.79	26.55	27.30
22	18.52	19.39	20.11	20.76	21.45	22.17	22.89	23.66	24.42	25.11	25.80	26.57	27.32	28.10	28.91
23	19.60	20.53	21.33	21.99	22.71	23.44	24.22	25.07	25.86	26.63	27.36	28.14	28.94	29.78	30.62
24	20.78	21.79	22.57	23.31	24.09	24.92	25.71	26.59	27.46	28.25	29.04	29.85	30.72	31.61	32.50
25	22.04	23.08	23.98	24.74	25.58	26.39	27.30	28.24	29.17	29.97	30.85	31.69	32.59	33.56	34.55
26	23.43	24.52	25.47	26.31	27.18	28.08	28.99	29.97	30.97	31.85	32.81	33.71	34.68	35.69	36.73
27	24.94	26.08	27.11	27.99	28.92	29.87	30.88	31.91	32.96	33.91	34.88	35.89	36.91	37.99	39.09
28	26.42	27.73	28.82	29.75	30.79	31.78	32.84	33.94	35.08	36.11	37.15	38.19	39.34	40.50	41.66
29	28.28	29.62	30.76	31.77	32.83	33.93	35.08	36.26	37.45	38.55	39.66	40.80	42.00	43.17	44.44
30	30.12	31.57	32.78	33.87	35.00	36.18	37.40	38.64	39.94	41.12	42.29	43.52	44.78	46.09	47.46
31	32.17	33.69	35.00	36.18	37.40	38.64	39.94	41.30	42.69	43.95	45.21	46.55	47.91	49.27	50.72
32	34.39	36.04	37.41	38.65	39.99	41.32	42.74	44.20	45.69	47.01	48.35	49.79	51.25	52.74	54.30

For the Vermont State Employees'  
Association, Inc.

For the State of Vermont

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Robert Hooper  
VSEA President

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James H. Douglas  
Governor

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Jes Kraus  
VSEA Director

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Caroline S. Earle  
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Department of Human Resources

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Gary Hoadley  
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Thomas D. Ball  
Director  
Labor Relations Division  
Department of Human Resources

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Dave Bellini, Chair  
Corrections Unit

Corrections Unit Team:

Dave Bellini, Chair  
Joseph Hammond, Vice Chair  
Darryl Graham  
Joseph Gray  
Steven Mitchell  
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