

**AGREEMENTS**  
between the  
**STATE OF VERMONT**



and the  
**VERMONT STATE EMPLOYEES' ASSOCIATION, INC.**



**NON-MANAGEMENT BARGAINING UNIT**  
**Effective July 1, 2010 — Expiring June 30, 2012**

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**THIS AGREEMENT IS MADE BY AND BETWEEN THE STATE OF VERMONT** (hereinafter referred to as either the “Employer” or the “State”) and the **NON-MANAGEMENT BARGAINING UNIT OF THE VERMONT STATE EMPLOYEES’ ASSOCIATION, INC.** (hereinafter referred to as “VSEA” or “Union”).

## **PREAMBLE**

**WHEREAS** the Legislature of the State of Vermont enacted legislation providing for collective bargaining between the State of Vermont and its employees, and

**WHEREAS** it is the intent of the parties to promote the efficient administration of State service; to provide for the well being of employees; and to maintain high standards of work performance in behalf of the public, and

**WHEREAS** during the life of this Agreement, the parties agree that neither the State nor the Association will request the Legislature to pass legislation which alters or nullifies any provision of this Agreement,

**WHEREAS** the parties to this Agreement, in consideration of the mutual covenants herein set forth, agree as follows:

## **ARTICLE 1 VSEA RECOGNITION**

The State of Vermont recognizes the Vermont State Employees’ Association, Inc. as the exclusive representative of the Vermont State employees in the NON-MANAGEMENT BARGAINING UNIT.

1. The State shall notify VSEA of all changes in designations and designations of newly created positions.

2. During the life of this Agreement, the State will not designate an incumbent employee into the Supervisory Bargaining Unit unless there has been a change of duties.

3. Fifteen (15) days before notifying an affected employee, the State, shall under separate cover, mail to VSEA a copy of the form denoting a change in Bargaining Unit Designation. The State will include in the notice to VSEA documents used to make the determination such as organization charts (or class specifications if not previously provided) in the following instances:

(a) New classes created and designated as Managerial, Confidential or Supervisory; or

(b) Filled positions whose designation changes without change in classification.

At VSEA’s request, the State will meet to discuss any such designation.

4. Employees whose designation changes for reasons other than a reclassification will be notified with a brief explanation of the decision and a statement of the employee’s right to appeal the designation to the Vermont Labor Relations Board (VLRB). The “Change in Unit Designation” shall state explicitly both the old and new designations.

## **ARTICLE 2 MANAGEMENT RIGHTS**

1. Subject to law, rules and regulations, including, for example, 3 VSA 311(a)(10) and 3 VSA 327(a), and subject to terms set forth in this Agreement, nothing in this Agreement shall be construed to interfere with the right of the Employer to carry out the statutory mandate and goals of the agency, to restrict the State in its reserved and retained lawful and customary management rights, powers and prerogatives, including the right to utilize personnel, methods and means in the most appropriate manner possible; and with the approval of the Governor, take whatever action may be necessary to carry out the mission of the agency in an emergency situation. The statutory references in this paragraph are illustrative and do not confer the right to arbitrate their substantive terms.

2. Consistent with statutory authority the State may contract out work as provided in paragraph 3 of this Article and may discontinue services or programs, in whole or in part. As a result of such discontinuance, a permanent status employee who is laid off shall have reduction in force rights under the Reduction In Force Article.
3. (a) No classified employee will be laid off as a result of contracting out except as provided in Title 3, Chapter 14, Vermont Statutes Annotated. Prior to any such layoff or other job elimination under this paragraph the VSEA will be notified and given an opportunity to discuss alternatives. A permanent status employee who, as a result of contracting out, loses his/her job will be deemed to have been reduced in force under the Reduction In Force Article.  
(b) When a State agency contemplates contracting out bargaining unit work and publishes a formal request for proposal (RFP), a concurrent notice of such publication will be sent to the VSEA Director and the Department of Human Resources. Upon request, VSEA shall be permitted to inspect the RFP specifications.  
(c) Notice to VSEA: The notice of publication of an RFP, which may result in the lay off of State employee(s), shall serve as notice to VSEA of intent to contract out and shall give VSEA the opportunity to discuss alternatives. Such notice must be sent at least thirty-five (35) days before the effective date of any Reduction in Force (RIF) and at least five (5) days before any employee is officially notified of layoff. The period for discussing alternatives may begin at VSEA's request following receipt of notice of publication, and shall overlap the period for discussing alternatives under the RIF Article and shall terminate at the same time as the end of the discussion period under the RIF Article.
4. The Employer may determine that a reduction in force is necessary due to lack of work or otherwise pursuant to management rights.
5. The parties will negotiate as required by law over any dispute arising under paragraph 1, provided said condition of employment is a mandatory bargaining subject. The parties shall meet within ten (10) days (unless mutually agreed to extend) after a request for negotiations by either party and thereafter on a regular basis. At the end of a forty-five (45) calendar day period, which shall commence with the beginning of negotiations, the State may implement any proposed change or new condition of employment, whether or not the parties will have bargained to genuine impasse. The VSEA shall retain all statutory impasse procedure rights as may be lawfully available to VSEA during the life of this Agreement except as otherwise provided in the Employee Workweek/Work Location/Work Shift Article. With respect to any dispute under paragraphs 2, 3, and 4, the parties agree that they have fully bargained and any disputes thereunder will be processed according to the grievance procedure.
6. A dispute whether contracting out is consistent with statutory authority shall be processed initially through the grievance procedure. If the grievance remains unresolved at Step III, to the extent it involves contract issues other than consistency of contracting out with statutory authority, such grievance shall be submitted to the VLRB at Step IV. However, the issue of whether contracting out is consistent with statutory authority shall not be appealable to the VLRB at Step IV but may be litigated in court. In any such court action, the State agrees not to raise as an objection or defense the failure of the VSEA to appeal that issue to the VLRB or to exhaust VLRB procedures prior to commencing such court action.

### **ARTICLE 3 VSEA RIGHTS**

1. The Employer shall not enter into consultations, agreements, or informal discussions regarding employment relations matters with any other organization or individual purporting to represent any group of employees, and must not engage in any type of conduct which would imply recognition of any organization, group, or individual other than VSEA as a representative of the employees in any bargaining unit. This is not intended to supersede the provisions of 3 VSA Chapter 27, 941(j).
2. VSEA stewards shall be allowed to visit any State facility, worksite, or office in their designated areas of responsibility for the purpose of receiving or investigating grievances or complaints.

3. VSEA TIME OFF: Subject to the efficient conduct of State business, which shall prevail in any instance of conflict, permission for reasonable time off during normal working hours without loss of pay and without charge to accrued benefits shall not be unreasonably withheld. The VSEA shall provide written notice of the meeting and date to the Department of Human Resources, for those meetings outlined in subsection (a) – (f) below, with as much notice as possible. Subject to the foregoing, time off shall be granted in the following instances to:

- (a) Members of the VSEA Board of Trustees to attend twelve (12) regular Trustee meetings and up to two (2) special Trustee meetings a year.
- (b) Members of the Council for attendance at any of the four (4) regular council meetings per year. The State may grant permission for attendance at not more than one (1) additional special meeting.
- (c) Officers/Delegates, up to a maximum of four (4) shall be allowed reasonable time off, not to exceed an aggregate of one hundred sixty (160) hours for all bargaining units in any calendar year to attend national or regional meetings of the VSEA national affiliate;
- (d) Unit Chairperson, up to forty (40) hours per year, subject to the operating needs of the department for conduct of unit Labor Relations/Contract Administration business;
- (e) Members of VSEA standing committees will be permitted to attend ten (10) meetings per year;
- (f) Unit executive committee members will be given time off to attend five (5) meetings per year;
- (g) Stewards for the processing and handling of complaints and grievances, including necessary appearances at all steps of the grievance procedure; up to one hundred (100) hours per steward per year shall be considered a reasonable time for processing and handling of complaints and grievances, and may be extended by mutual agreement in any instance;

Non-Management Unit: up to ninety-five (95) stewards

An employee will not be permitted more than a total of two hundred forty (240) hours, two hundred eighty (280) for Unit Chairpersons, time off in any fiscal year under paragraph 3, subsections (a) – (g) above.

(h) Members of the bargaining team who are assigned to the second or third shift shall be excused from their shift on an hour for hour basis, on any day when time off under this section is granted in their capacity as a member of the team. The Department may, after consultation with the employee, elect for a period of time during contract talks to assign the employee to first shift.

Except in the instance of conflicting State business, the State shall make a reasonable effort to assist employees on non-standard work weeks, who are scheduled for bargaining meetings with the State, by accommodating a request by the employee to readjust his/her schedule in order to preserve days off. Normally, the rescheduling will take place within the same pay period, with no guarantee of back-to-back days off when rescheduling occurs. The State shall not compel the employee to work more than a regular shift as part of the rescheduling, unless by mutual agreement of the employee and supervisor. Any such rescheduling shall be for a full workday off, unless by mutual agreement of the employee and supervisor. VSEA reserves the right to cancel the meeting when the absence of a team member results from the inability to reschedule. VSEA agrees to hold the State harmless from VSEA grievances relating to any complaint(s) due to rescheduling of a team member.

(i) Members of Labor Management Committees for meetings scheduled by the State and VSEA.

(j) Any of the above or to chapter officers for the purpose of attending training sessions approved in advance by the Department of Human Resources. Approval shall not unreasonably be withheld.

In any such instances, under this Section, such employees shall coordinate their absences from work to minimize the adverse impact on the efficient conduct of State business and in all cases must secure advance permission from appropriate supervisors and shall give the State as much prior notice of any such meetings as possible, including concurrent written notice to Department Heads when VSEA sends a notice of meetings to its own representatives. "VSEA business" as referred to in this Article involves the institutional role of the VSEA as required by current law in dealing with the State.

4. The State will include in its package of written information for new employees a VSEA informational brochure, provided by the VSEA, identifying it as the exclusive bargaining agent. Not later than two (2) weeks after entry into the bargaining unit, the State will provide each employee with a copy of the informational brochure and the applicable collective bargaining agreement, or for departments which do

not have a preexisting informational packet system, at the time payroll deduction and tax forms are given to the employee to be filled out.

5. The State shall provide the VSEA with sufficient space on all State bulletin boards generally accessible to employees for the purpose of posting VSEA information.

6. Union organizing activity will not be conducted on State premises during scheduled work time, excluding all authorized breaks and meal periods.

7. If space is readily available on the premises, the Employer shall provide places where VSEA staff, representatives, and/or VSEA stewards can confer privately during working hours with employees regarding any complaints or grievances they may have. Such places shall be within the VSEA steward's designated area of responsibility. The State shall provide space for VSEA meetings during non-duty hours when these meetings do not conflict with established plans of the State. The VSEA must request the use of this space through the appropriate appointing authority as far in advance of the anticipated meeting as is practicable. For securing space to conduct VSEA elections, polling space shall be requested at least two (2) weeks in advance.

8. The VSEA Director(s) or a representative shall be allowed to visit any State facility, office or work location during working hours for the purpose of conducting VSEA business or investigating an employee complaint or grievance, provided that permission is obtained in advance from the appropriate managers, if available, and provided that such meetings do not adversely affect the efficient conduct of State business. Permission shall not be unreasonably withheld.

9. A VSEA steward, and/or a VSEA staff representative may be permitted to attend any meeting held by an agency, department or worksite when permission is granted by the appropriate supervisors.

10. VSEA shall have exclusive payroll deduction of membership dues. Dues, to include any VSEA approved insurance program premiums, shall be deducted on each pay day from each bargaining unit employee who has designated VSEA as their representative. The amount of dues to be deducted will be certified by the VSEA to the Payroll Division.

#### **ARTICLE 4 NO STRIKE CLAUSE**

During the life of this Agreement, the VSEA and employees covered by this Agreement acknowledge their statutory obligations in relation to 3 VSA 903(b) and agree to be bound thereby.

#### **ARTICLE 5 NO DISCRIMINATION OR HARASSMENT; and AFFIRMATIVE ACTION**

##### **1. NO DISCRIMINATION, INTIMIDATION OR HARASSMENT**

In order to achieve work relationships among employees, supervisors and managers at every level which are free of any form of discrimination, neither party shall discriminate against, intimidate, nor harass any employee because of race, color, religion, creed, ancestry, sex, marital status, age, national origin, disability, sexual orientation, membership or non-membership in the VSEA, filing a complaint or grievance, or any other factor for which discrimination is prohibited by law. The provisions of this section prohibiting discrimination on the basis of sexual orientation shall not be construed to change the definition of family or dependent in an employee benefit plan.

##### **2. AFFIRMATIVE ACTION PROGRAMS**

It shall be the goal and an objective of the State to develop and implement positive and aggressive affirmative action programs to redress the effects of any discrimination and to prevent future discrimination in personnel actions which affect bargaining unit personnel. The VSEA shall furnish input in the development of such programs.

### 3. ENFORCEMENT RESPONSIBILITIES

(a) The State will notify all state employees that any person who by action or condonation, subjects any other employee to harassment in the form of uninvited physical or verbal attention, insults or jokes based upon a factor for which discrimination is prohibited by law, or upon a person's sexual orientation, or who invites or provokes such conduct, shall be subject to appropriate disciplinary action.

(b) By the VSEA:

(1) The VSEA acknowledges its obligation to inform its members, officers, and agents of their obligations to abide by the laws, regulations and policies which prohibit discrimination, intimidation, or harassment.

(2) The VSEA further acknowledges its obligation to train its officers, agents and stewards to be sensitive to the requirements of this Article.

## ARTICLE 6 EXCHANGE OF INFORMATION

1. The Department of Human Resources shall furnish the VSEA with the records or documents specified in this section when they become available unless the State discontinues their compilation.

(a) Two (2) copies of the Department of Human Resources Quarterly Reports;

(b) One (1) copy of each new or revised job specification;

(c) One (1) copy of each Agency of Administration bulletin;

(d) One (1) copy of each interpretive memorandum of personnel policies and procedures issued by the Agency of Administration or the Department of Human Resources after the effective date of this Agreement;

(e) One (1) copy of the Department of Human Resources alphabetical locator;

(f) One (1) copy of the Department of Human Resources position locator;

(g) One (1) copy of the Department of Human Resources salary analyses;

(h) One (1) copy of any master list compiled by the State of all management and supervisory designations;

(i) Lists of new employees, separations, transfers, position reallocations, reassignments, and promotions on the condition that the VSEA provide necessary clerical assistance to extract this information from Department of Human resources records using the Department's copier; and

(j) On a one-time basis, single copies of all forms currently in use by the Department of Human Resources to maintain records, implement policies, and furnish information to management and supervisory personnel; on a continuing basis, single copies of any new forms designed to serve these purposes.

2. The Payroll Division, Department of Human Resources shall furnish the VSEA with the records specified in this section as they become available unless the State discontinues their compilation:

(a) One (1) copy yearly of all employees having dues deducted;

(b) One (1) copy of pay period changes in dues deductions; and

(c) One (1) copy of all address changes of permanent and limited status classified employees who have completed their probationary period.

3. The VSEA shall furnish the Department of Human Resources with the following information and documents, and amendments or changes to these documents as they become available.

(a) A list of the VSEA's officers, trustees, council, chapter presidents, and standing committee members.

(b) A list of the VSEA's stewards, the stewards' places of employment and the stewards' designated areas of responsibility for each bargaining unit;

(c) A list of names of the VSEA's staff members and legal counsel; and

(d) The number of the VSEA's members in each unit on an annual basis.

4. Upon request by the VSEA, information which the State is required to furnish under this Article which can be made available in a computer-tape or other machine-readable format shall be furnished in



such format to the VSEA providing, however, that such request would not result in more than a negligible cost differential relative to hard copy.

5. The State will also provide such additional information as is reasonably necessary to serve the needs of the VSEA as exclusive bargaining agent and which is neither confidential nor privileged under law. Access to such additional information shall not be unreasonably denied. Failure to provide information as required under this Article may be grieved through the grievance procedure to the Vermont Labor Relations Board (VLRB); provided, however, the VSEA agrees that it will not pursue under this Agreement or under 1 VSA, Sections 315 to 320, disclosure of a document which the State asserts in good faith is a privileged matter of labor relations policy as, for example, a strike contingency plan.

## **ARTICLE 7 LABOR MANAGEMENT COMMITTEE**

1. A Statewide Labor Management committee consisting of not more than five (5) members selected by the VSEA from among the bargaining units represented by VSEA and not more than five (5) members selected by the State shall meet periodically to discuss a mutually agreed upon agenda which may include methods of improving labor relations, productivity, safety, and health problems of a continuing nature, or other problems which have an impact on conditions of employment; provided, however, these sessions are not for the purpose of discussing pending grievances or for collective bargaining on any subject.

2. This Article is not intended to enlarge or diminish the rights and obligations of the parties as otherwise required by law to engage in collective bargaining, nor to prevent informal meetings between fewer than five (5) representatives of each party.

3. The parties agree that Agencies, Departments, facilities, or local worksites may establish labor-management committees. Upon written request of the VSEA or the State, an Agency or Department must establish a labor-management committee for a six (6) month period to meet periodically and to discuss a mutually agreed upon agenda. After it is established it may be extended (or reinstated after it lapses) only by mutual written agreement for additional six (6) month periods at the discretion of the Agency, Department and the VSEA. The numbers of participants, selected in equal numbers by the appointing authorities and VSEA, shall depend on the needs of the group and the agenda items to be discussed and may exceed four (4) persons for labor or management with the approval of the appointing authority in any instance. These Committees shall meet as needed to discuss issues of mutual concern; provided, however, these sessions are not for the purpose of discussing pending grievances or for collective bargaining on any subject. In the event the parties call a meeting, the Human Resources Department and the VSEA central office shall be notified at least three (3) working days prior to the meeting and may participate.

Agreements which result from labor-management discussions shall not produce any modifications to the collective bargaining agreement unless signed off by the VSEA's Director(s) and the Secretary of Administration. Participation in labor-management discussions shall not be construed as a waiver of the right of access to the collective bargaining process over mandatory subjects for collective bargaining.

4. This article is not intended to enlarge or diminish the rights and obligations of the parties as otherwise required by law to engage in collective bargaining, nor prevent informal meetings between fewer than four (4) representatives of each party.

5. Appropriate agenda items may include, but shall not be limited to, the following:

- expense reimbursement practices and procedures
- late paychecks
- vehicle parking
- workplace safety and health issues
- health risks from resident populations
- staffing levels/problems

- career ladders systems
- problems of caseload/workload equity
- problems in seeking productivity gains and cost savings

A request to include work related items as agenda items for continuing discussion or recommendation shall be carefully considered and shall not be unreasonably denied.

6. The Human Resources Department will, during the life of this Agreement, meet at the request of the VSEA to further study and discuss what, if any, adoption benefits might be appropriate as future fringe benefits under a successor agreement.

7. A labor management committee consisting of no more than five (5) representatives from each side shall be convened to review and make recommendations for improvements to the classification system to the Commissioner of Human Resources in order to make the system operate more effectively and efficiently. The recommendations of the committee shall be considered by the parties in bargaining for a successor to the 2001 – 2003 Agreement.

8. A two (2) person committee consisting of the Commissioner of Human Resources and the VSEA Director shall meet to study and examine the issue of restoration rights. Any agreement reached between such individuals shall be incorporated in a side letter of agreement, but the statutory impasse procedures shall not be available in the event agreement is not reached.

## **ARTICLE 8 CHILD CARE AND ELDER CARE**

1. The State-VSEA Child-Elder Care Committee as provided for in the Labor Management Committee Article, Section 1 of this Agreement, shall continue to monitor existing child and elder care programs, recommend the expenditure of funds committed to it under this article, and investigate other options for providing child care and elder care services to all State employees, regardless of bargaining unit status. The Committee may recommend, to the Secretary of Administration, the expenditure of funds committed to it under this Article. The Committee shall concentrate efforts to develop programs in geographic locations not currently serviced by an existing program.

2. The Department of Human Resources shall be responsible for providing the administrative/clerical support for the committee and shall be authorized to expend funds allocated under this Article at a level equal to the amount authorized, on average, for administrative/clerical support services to the committee over the past three (3) fiscal years.

3. No program shall receive funding for more than two (2) consecutive fiscal years, except with the express approval of the Secretary of Administration.

4. During the life of this Agreement the State will allocate one hundred and fifteen thousand dollars (\$115,000) per fiscal year.

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

## **ARTICLE 9 EMPLOYEE ASSISTANCE PROGRAM**

The State will develop and maintain an Employee Assistance Program and will meet and confer with VSEA prior to implementing in the Departments and Agencies. VSEA recognizes the value of employee assistance and will assist in developing the program and encouraging troubled employees to participate in an effort to avoid the necessity for discipline or corrective action because of impaired work performance. Employees participating in the Employee Assistance Program will be assured of strict confidentiality.

**ARTICLE 10  
SUPERVISION OF CLASSIFIED EMPLOYEES**

Except when necessary under the provisions of the Management Rights Article, temporary or contractual employees outside of the bargaining unit(s) shall not be placed in positions which require them to supervise classified employees.

**ARTICLE 11  
EMPLOYEE PERSONNEL RECORDS**

1. Except for pre-employment documents as may be maintained at the Human Resources Department, an employee's official personnel file is that file maintained by an employee's agency or department and shall accompany the employee to his/her new agency in case of permanent transfer. The employing agency or department shall inform the employee where his/her official personnel file is being maintained.
2. With the exception of material that is confidential or privileged under law, an employee will be allowed access to his/her official personnel file during normal working hours. Subject to the exception stated above, copies of all documents and materials placed in an employee's official personnel file after July 1, 1986, are to be given, on a one-time basis, to the employee at no cost to the employee. Additional copies will be provided to the employee and/or his/her representative at the employee's request at the going rate for photocopy cost per page.
3. Any material, document, note, or other tangible item which is to be entered or used by the employer in any grievance hearing held in accordance with the Grievance Procedure Article of this Agreement or hearing before the Vermont Labor Relations Board, is to be provided to the employee on a one-time basis, at no cost to him/her.
4. The employee has the right to provide written authorization for his/her bargaining representative or attorney to act for him/her in requesting access to his/her personnel file and receiving the material (s)he is entitled to have in accordance with the preceding part of this Article. The State or its agent are to honor this authorization upon its receipt for the purpose of investigating a potential grievance or for processing an existing grievance, but not as a blanket authorization.
5. Letters of reprimand or warning, supervisors' notes, or written records of relief from duty (including investigation notes) which are more than two (2) years old and have not resulted in other discipline or adverse performance evaluation against the employee will be removed, on the employee's request, from the employee's official personnel file and destroyed. Suspensions of three (3) or fewer days shall be removed from personnel files at the employee's request after five (5) years if the employee has no other discipline in that time period. No grievance material or any other VSEA-related material will be placed in an employee's official personnel file. Grievance material or any other VSEA-related material placed in an employee's official personnel file prior to the effective date of this Agreement shall be removed upon the request of the employee.
6. An employee shall be allowed to place in his/her official personnel file a written rebuttal to a letter of reprimand, warning, counseling letter, disciplinary suspension, or personnel evaluation. Such rebuttal must be submitted within thirty (30) work days after receipt of such adverse personnel action (except in the case of a later grievance settlement).
7. An employee, with the concurrence of the appointing authority, shall have the option of placing in his/her official personnel file any work-related commendations.

**ARTICLE 12  
PERFORMANCE EVALUATION**

1. **Timing of Evaluations:** Annual performance evaluations shall normally take place near the anniversary date of completion of original probation. However, as to employees who have been rehired as a restoration or after a reduction in force, the date of rehire shall be the anniversary date for the

annual evaluation. The Human Resources Department will attempt to secure agency cooperation in conducting the evaluation process in reasonable relationship to the above schedule. Failure to conduct a timely annual rating shall not be grievable.

**Deadline for Evaluation Meetings:** A meeting to discuss an evaluation shall be held within forty-five (45) days after the applicable anniversary date, or after the end of any prescriptive period for remediation ("PPR") or warning period. This deadline may be extended to accommodate the employee's illness or injury. Where the deadline is not satisfied, the employee shall be granted an annual overall presumptive rating equal to his or her last annual overall rating, but not less than a Satisfactory ("S") rating. However, if the time for annual evaluation falls during a PPR or warning period (See Disciplinary Action Article, Section 1(e), 2 & 3), the annual evaluation shall be waived, and the last evaluation in such process shall be deemed to be the annual evaluation.

In the event the time for annual evaluation falls subsequent to the issuance of a notice of performance deficiency (Step 1) but prior to the commencement of a PPR, the employer may issue an evaluation which does not supersede the previously issued notice.

A special evaluation may be used at any time except it shall not be used as a late annual evaluation. Written feedback furnished to an employee which would have constituted the annual evaluation had it been timely conducted, shall not be considered as an evaluation, shall not be placed in the employee's file at the time of issuance, shall not be grievable and does not require the presence of a union representative when issued.

An oral or written notice of performance deficiency (Step 1 in the order of progressive corrective action) shall not be grievable when issued, and, when issued, shall not require the presence of a union representative. However, once Step 2 of progressive corrective action has been implemented (a special or annual evaluation coupled with a PPR) such notice or a written record of such notice shall be placed in the employee's personnel file and shall be fully grievable.

2. The determination of performance evaluation standards and criteria is understood to be the exclusive prerogative of management, provided, however, the State will notify VSEA, forty-five (45) days prior to the date of implementation, of any proposed change in the form or of such standards and criteria as they appear on the form and give VSEA an opportunity to respond and suggest alternatives to the changed form prior to its implementation.

Performance evaluations shall continue to be based exclusively on job duties, responsibilities, and other performance related factors. Individual factors on the rating sheet shall not be graded. Comments reflective of the individual factors or of the overall evaluation shall be placed on a separate sheet attached to the evaluation but shall not be considered to be a permanent part of the evaluation itself.

There shall be four (4) grades on an annual or special evaluation: Unsatisfactory ("U"), Satisfactory ("S"), Excellent ("E") and Outstanding ("O"). An overall performance evaluation grade of "S" or better shall not be grievable. Adverse comments shall be grievable up through but not beyond Step II. An Unsatisfactory overall grade is fully grievable. The VLRB shall not have the authority to change such grade but may remand the rating to the employer for reconsideration consistent with the VLRB ruling on the merits.

3. Employees shall be shown their performance evaluation after the evaluation has been finalized by management. One (1) copy of the rating form shall be provided to the employee as the official notice of his/her rating and one (1) copy shall be retained by the agency for inclusion in the employee's official personnel file.

4. The immediate supervisor shall discuss the rating with the employee, calling attention to particular areas of performance, and, when necessary, pointing out specific ways in which performance may be improved. At the request of the employee or the supervisor, the immediate supervisor shall discuss with the employee any change in performance expectations for the next performance evaluation. During the rating year, the immediate supervisor shall call the employee's attention to work deficiencies which may adversely affect a rating and, where appropriate, to possible areas of improvement. The supervisor will accommodate a reasonable request by an employee for a meeting to discuss any such work deficiency, suggested improvement, or rating, or any performance evaluation standard or criterion that the employee considers unreasonable or unachievable.

5. At the time an employee is shown his/her evaluation and is furnished with a copy thereof, (s)he shall be notified that:
  - (a) His/her signature on the evaluation form signifies receipt only, and not agreement with its contents;
  - (b) The employee has the right to submit a written rebuttal to the evaluation. This rebuttal shall be reviewed and initialed by all supervisors who participated in the evaluation. The employee's written response shall accompany the supervisor's evaluation in the employee's official personnel file.The employee copy of the rating shall constitute official notice to the employee of his/her rating.
6. An employee's self-evaluation of his or her performance will accompany the annual performance evaluation done by the rating supervisor, through the normal approval process if such self-evaluation is submitted to the rating supervisor at least three (3) weeks before the anniversary date of completion of original probation.
7. An employee whose anniversary step date falls during a warning period shall not move to a higher step in the step Pay Plan until the employee next achieves an overall rating of "Satisfactory" or better, at which time the employee shall move to such higher step prospectively. The employee's anniversary step date is not changed by virtue of this delay.
8. If a performance evaluation which has been placed in such personnel file refers to a letter of reprimand or warning, supervisor's notes or written records of relief from duty which are required to be removed from such personnel file pursuant to Employee Personnel Records Article, Section 5, reference shall be expunged from the performance evaluation, at the request of the employee. If a performance evaluation contains allegedly adverse comments which have not been incorporated in the next annual evaluation or as a special evaluation, issued within one year following its issuance, the comments section of the evaluation shall be expunged at the request of the employee.

### **ARTICLE 13 OUTSTANDING PERFORMANCE**

Each department/agency which does not have a functioning performance review process, shall form a performance policy committee including not more than three (3) agency employees selected by the VSEA. The committee may give input on the agency's outstanding performance policy criteria. Not more than three (3) agency employees selected by the VSEA may give similar input to department/agency panels which exist on the effective date of this Agreement.

Upon recommendation of the appointing authority and approval of the Commissioner of Human Resources an employee may at any time receive a special salary adjustment for outstanding performance, a special project or otherwise. Adjustments may be in the form of a nonrecurring bonus, or if not at maximum, an increase in base pay.

At the employee's request and with approval of the appointing authority, a performance bonus may be paid in compensatory time off in lieu of cash.

Nothing in this article shall prevent management from utilizing rewards such as time off, prizes, awards, gifts, etc., in addition to or in lieu of cash awards.

### **ARTICLE 14 DISCIPLINARY ACTION**

1. No permanent or limited status employee covered by this Agreement shall be disciplined without just cause. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, the State will:
  - (a) Act promptly to impose discipline or corrective action within a reasonable time of the offense;
  - (b) Apply discipline or corrective action with a view toward uniformity and consistency;
  - (c) Impose a procedure of progressive discipline or progressive corrective action;
  - (d) In misconduct cases, the order of progressive discipline shall be:

- (1) oral reprimand;
- (2) written reprimand;
- (3) suspension without pay;
- (4) dismissal.

(e) In performance cases, the order of progressive corrective action shall be as follows:

- (1) feedback, oral or written (records of feedback are not to be placed in an employee's personnel file except in compliance with the Performance Evaluation Article);
- (2) written performance evaluation, special or annual, with a specified prescriptive period for remediation specified therein, normally three (3) to six (6) months;
- (3) warning period of thirty (30) days to three (3) months, extendable for a period of up to six (6) months. Placement on warning status may take place during the prescriptive period if performance has not improved since the evaluation.
- (4) dismissal.

(f) The parties agree that there are appropriate cases that may warrant the State:

- (1) bypassing progressive discipline or corrective action;
- (2) applying discipline or corrective action in different degrees;
- (3) applying progressive discipline for an aggregate of dissimilar offenses, except that dissimilar offenses shall not necessarily result in automatic progression; as long as it is imposing discipline or corrective action for just cause.

(g) The forms of discipline herein listed shall not preclude the parties from agreeing to utilize alternative forms of discipline, including demotion, or a combination of forms of discipline in lieu of suspension or dismissal, or as a settlement to any of those actions. Nothing in this Agreement shall be construed to limit the State's authority or ability to demote an employee under Section 1(d) and/or 1(e) of this Article, for just cause resulting from misconduct or performance, but the State shall not be required to do so in any case. The VLRB may not impose demotion under this Article.

2. The appointing authority or designated representative, after complying with the provisions of paragraph 4 of this Article, may dismiss an employee with just cause with two (2) weeks' notice or two (2) weeks' pay in lieu of notice. Written notice of dismissal must be given to the employee within twenty-four (24) hours of verbal notification. In the written dismissal notice, the appointing authority shall state the reason(s) for dismissal and inform the employee of his or her right to appeal the dismissal at Step IV before the Vermont Labor Relations Board within the time limit prescribed by the rules and regulations of the Board.

3. Notwithstanding the provisions of paragraph 2 above, the appointing authority or authorized representative, after complying with the provisions of paragraph 4 of this Article, may dismiss an employee immediately without two (2) weeks' notice or two (2) weeks' pay in lieu of notice for any of the following reasons:

- (a) gross neglect of duty;
- (b) gross misconduct;
- (c) refusal to obey lawful and reasonable orders given by supervisors;
- (d) conviction of a felony;
- (e) conduct which places in jeopardy the life or health of a co-worker or of a person under the employee's care.

4. Whenever an appointing authority contemplates dismissing an employee, the employee will be notified in writing of the reason(s) for such action, and will be given an opportunity to respond either orally or in writing. The employee will normally be given twenty-four (24) hours to notify the employer whether he or she wishes to respond in writing or to meet in person to discuss the contemplated dismissal. The employee's response, whether in writing or in a meeting, should be provided to the employer within four (4) days of receipt of written notification of the contemplated dismissal. Deadlines may be extended at the request of either party, however, if the extension is requested by the employee, the employee will not be carried on the payroll unless it is charged to appropriate accrued leave balances. At such meeting the employee will be given an opportunity to present points of disagreement with the facts, to identify supporting witnesses or mitigating circumstances, or to offer any other appropriate argument in his or her defense.

5. An employee who is charged with misconduct in collusion with his or her superior shall not be exonerated solely because the superior was guilty.
6. No written warning or other derogatory material shall be used in any subsequent disciplinary proceeding or merged in any subsequent evaluation unless it has been placed in an employee's official personnel file.
7. Whenever an employee is required, by his or her supervisor or management, to give oral or written statements on an issue involving the employee, which may lead to discipline against the employee, or whenever the employee is called to a meeting with management where discipline is to be imposed on the employee, he or she shall be notified of his or her right to request the presence of a VSEA representative, and, upon such request, the VSEA representative shall have the right to accompany the employee to any such meeting. The notification requirement shall not apply to the informal initial inquiry of the employee by his or her supervisor without knowledge or reason to believe that discipline of the employee was a likely possibility. Subject in all cases to the consent of the employee involved, in those cases where VSEA is not representing the employee, the VSEA reserves the right to attend such meetings as a non-participating observer if in its judgment the ramifications of such meetings are likely to impact on the interests of VSEA members.
  - (a) If the employer tapes an investigative interview of an employee against whom disciplinary action is contemplated:
    - (1) a duplicate tape will be promptly provided to the interviewee;
    - (2) the employer tape will be the official transcript;
    - (3) the interviewee or his/her representative may also tape the proceedings and will promptly provide a duplicate tape to the employer.
  - (b) If the employer tapes a witness interview or other employee interview where disciplinary action is not contemplated against the interviewee, a duplicate tape will be promptly provided to the interviewee upon request. Paragraphs 7(a)(2) and (3) above, will apply here as well.
  - (c) If the employer does not tape an interview, no other taping will be permitted without the employer's consent in any instance.
8. The appointing authority or authorized designee may suspend an employee without pay for reasons for a period not to exceed thirty (30) workdays. Notice of suspension, with specific reasons for the action, shall be in writing or shall be given personally by the appointing authority or designee and confirmed in writing within twenty-four (24) hours. The provisions of this paragraph shall not preclude the settlement of dismissal cases with respect to suspensions in excess of thirty (30) workdays.
9. An appointing authority may relieve employees from duty temporarily with pay for a period of up to thirty (30) workdays:
  - (a) to permit the appointing authority to investigate or make inquiries into charges and allegations made by or concerning the employee; or
  - (b) if in the judgment of the appointing authority the employee's continued presence at work during the period of investigation is detrimental to the best interests of the State, the public, the ability of the office to perform its work in the most efficient manner possible, or well being or morale of persons under the State's care. The period of temporary relief from duty may be extended by the appointing authority, with the concurrence of the Commissioner of Human Resources. Employees temporarily relieved from duty shall be notified in writing within twenty-four (24) hours with specific reasons given as to the nature of the investigation, charges and allegations. Notices of temporary relief from duty with pay shall contain a reference to the right of the employee to request representation by VSEA, or private counsel, in any interrogation connected with the investigation or resulting hearing.
10. In any misconduct case involving a suspension or dismissal, should the Vermont Labor relations Board find just cause for discipline, but determine that the penalty was unreasonable, the Vermont Labor Relations Board shall have the authority to impose a lesser form of discipline.
11. In any case involving dismissal based on performance deficiencies, the Vermont Labor Relations Board shall sustain the State's action as being for just cause unless the grievant can meet the burden of proving that the State's action was arbitrary and capricious. It is understood that this paragraph does not bar a grievance alleging that progressive corrective action was bypassed.

**ARTICLE 15  
GRIEVANCE PROCEDURE**

**1. PURPOSE**

(a) The intent of this Article is to provide for a mutually satisfactory method for settlement of complaints and grievances, as defined in Section 2 of this Article, filed by an individual, unit, or the duly certified bargaining representative. It is expected that employees and supervisors will make a sincere effort to reconcile their differences as quickly as possible at the lowest possible organization level.

(b) This procedure shall govern all certified bargaining units represented by VSEA.

**2. DEFINITION**

(a) "Complaint" is an employee's or group of employees' informal expression to the immediate supervisor of dissatisfaction with aspects of employment or working conditions under a collective bargaining agreement that are clearly identified to the supervisor as a grievance complaint.

(b) "Grievance" is an employee's, group of employees' or the employee's collective bargaining representative's expressed dissatisfaction, presented in writing, with aspects of employment or working conditions under a collective bargaining agreement or the discriminatory application of a rule or regulation.

(c) A grievance shall contain the following information:

(1) The full name and address of the party or parties submitting the grievance;

(2) Identification of the State agency, department, or institution involved;

(3) A statement of the facts concerning the grievance;

(4) Specific references to the pertinent section(s) of the contract or of the rules and regulations alleged to have been violated;

(5) A statement of the specific remedial action sought;

(6) A request for a grievance meeting, if desired.

**3. GRIEVANCE PROCEDURE**

The following procedures are established for settlement of complaints and grievances.

**(a) STEP I (Immediate Supervisor Level)**

(1) The employee, or his/her representative, or both, shall notify his/her immediate supervisor of a complaint within fifteen (15) workdays of the date upon which the employee could have reasonably been aware of the occurrence of the matter which gave rise to the complaint. The notice shall clearly identify the matter as a Step I grievance complaint. This is not a required first step of the grievance procedure.

(2) An employee may opt to bypass the Step I process and file his/her complaint directly to the Step II (departmental) level. If bypassing Step I, an employee must file a written grievance, in accordance with Section 2(c), above, to the head of the employee's department, within fifteen (15) workdays of the date upon which the employee could have reasonably been aware of the occurrence of the matter which gave rise to the complaint.

(3) A supervisor may elect not to meet with the employee and/or his/her representative in a Step I meeting, and if such election is made, the supervisor shall advise the employee within two (2) workdays of receiving notice of the complaint or grievance. The employee will then have ten (10) workdays to file his/her complaint or grievance, in writing, to Step II – Department head.

(4) If a Step I is initiated, the complaint shall be discussed informally by the aggrieved employee, or his/her representative, or both, and the immediate supervisor. If the issue remains unresolved, an employee must comply with the following time frames for filing to the Step II level:

(a) within ten (10) workdays after receipt of the Step I decision; or

(b) within thirty (30) workdays from when the employee first gave notice to the supervisor of his/her complaint as outlined in Section 3(a)(1) above, whichever occurs first.

**(b) STEP II (Department Head Level)**

(1) If no satisfactory settlement is reached at Step I, or if the Step I is bypassed, the complaint shall be reduced to writing, in accordance with Section 2(c) above, and shall be submitted for



action by the aggrieved party or representative to the administrative head of the department in which the aggrieved is employed within the time frames outlined in Section 3(a) above, otherwise the matter shall be considered closed. On request of a VSEA Director, and with the approval of the Department of Human Resources and the applicable appointing authority, the time limits for filing a Step II grievance may be extended for a specific period of time, not to exceed ten (10) workdays.

(2) The grievance shall be discussed informally, either in person or via telephone, within ten (10) workdays of its receipt, between the employee, and/or his/her representative, and the department head or designee.

(3) The employee shall be notified in writing of the department's decision within five (5) workdays after the discussion. The parties may mutually agree to postpone the discussion, but shall hold it as soon as practical.

**(c) STEP III (Department of Human Resources Level)**

(1) A grievance conforming to Section 2(c) above, shall be submitted to the Department of Human Resources within ten (10) workdays of receipt of the Step II decision if the employee wishes to pursue a matter not resolved at Step II. Otherwise, the matter shall be considered closed. A copy of the Step III grievance shall be filed with the appropriate administrative heads of agencies, departments, or institutions. Upon the introduction of facts or arguments not raised at Step II, such issues shall not be ruled untimely merely because they are raised at Step III for the first time. The Department of Human Resources shall either rule on such facts/arguments or have the option to remand the grievance to the Step II hearing officer for further consideration.

(2) If the aggrieved employee so requests, the Department of Human Resources shall hold a meeting with the aggrieved employee, his or her representative, or both, within ten (10) workdays following receipt of the Step III grievance, unless a satisfactory solution can be agreed to before that time.

(3) The parties may mutually agree to postpone the discussion, but shall hold it as soon as practicable.

(4) The Department of Human resources shall notify the aggrieved employee and his or her representative of its decision in writing within five (5) workdays after the Step III grievance meeting.

(5) If no Step III grievance meeting is requested, the Department of Human Resources shall notify the aggrieved employee and his or her representative of its decision in writing within ten (10) workdays after the receipt of the Step III grievance.

(6) In the event the employer fails to render a decision at Step II or Step III within the prescribed time, the grievant may proceed to the next step within the time limits established above.

(7) If the employer fails to issue a decision at the Step III of a disciplinary action grievance within the prescribed time limits specified in Subsection 3(c)(4) or (5) above, the VSEA shall notify the Department of Human Resources, in writing, and shall be entitled, absent an agreement on an extension of the time limits, to a written decision within five (5) workdays after the Step III hearing actually receives such notification. Failure to issue a written decision within the time frames specified in this subsection shall result in the automatic granting of the contractual remedy requested by and directly applicable to the grievant. Any dispute over what the contractual remedy will be, shall be decided by the VLRB. If the hearing officer is on leave at the time the Department of Human Resources receives notice from the VSEA, the five (5) day requirement shall automatically be extended for the duration of the leave period, not to exceed ten (10) workdays, at which time the VSEA reserves the right to process the grievance to the next step or wait for the hearing officer to return from leave. Notice shall be sent to the Hearing Officer if the grievance is processed to the next step.

**(d) STEP IV (Board Level)**

The appeal from the Department of Human Resources' decision shall be to the Vermont Labor Relations Board in accordance with the rules and regulations established by the Board and such appeal shall be filed within thirty (30) days after receipt of the Step III decision or the matter shall be

considered closed. If within the time set by the VLRB for appealing such decision, VSEA submits a written request for reconsideration, the State may respond in writing to such a request, and if it does so, the time for appealing the decision of the Department of Human Resources shall begin to run from the date of receipt of the State's written reconsideration response. However, in no event shall the time for appealing the Human Resources Department's decision exceed forty-five (45) calendar days from the date of receipt of the original Step III decision.

#### 4. **GENERAL PROVISIONS**

(a) Grievances may be initiated at Step II if the subject matter of the complaint is clearly beyond the control of the immediate supervisor, or at Step III if the subject matter of the grievance is clearly beyond the control of the agency, department or institution head.

(b) Grievances initially filed at Step II or Step III shall be submitted within fifteen (15) workdays of the date upon which the employee could reasonably have been aware of the occurrence of the matter which gave rise to the grievance.

(c) An employee may appeal his or her dismissal directly to the Vermont Labor Relations Board.

(d) The management representative at Step II or III shall act fairly and without prejudice in determining the facts which affect the granting or denial of a grievance. If the management representative participated in the decision to impose disciplinary action, or in the preparation or writing of a performance evaluation in progressive corrective action cases, subject to the grievance (s)he shall disclose that fact, but shall not be disqualified thereby. Hearing officers may disqualify themselves if, in their opinion, they perceive the existence of a conflict which makes their future participation inadvisable. Complaints concerning the conduct of the management representative shall be grievable directly to, but not beyond, Step III. The management representative may attempt to mediate any grievance by suggesting that either side alter its position, provided that any Step II settlement be subject to the approval of the Department of Human Resources. If Human Resources does not approve the settlement, the reasons for disapproval will be provided in writing to VSEA. For purposes of this Article, "management representative" shall mean the appointing authority/administrative head of the department, or person selected as designee.

(e) When a grievance meeting is held at Step III, the VSEA (whether or not it is representing the aggrieved employee) shall be notified by the Department of Human Resources and shall have the right to be present, to participate in the proceedings as a party at interest, and to submit a statement (oral or written) to the Department of Human Resources of its opinion of the merits or demerits of the grievance and the effect of any proposed solution on other employees. The VSEA will be sent a copy of any such grievance decision concerning bargaining unit employee(s).

(f) In the event the employer fails to render a decision at Step I, II, or III within the prescribed time, the grievant may proceed to the next Step within the time limits established above.

(g) Grievances may not be submitted via e-mail.

5. Employees submitting complaints or grievances, employees involved in complaint and grievance investigations, and employees participating in complaint and grievance meetings and proceedings may do so during working hours without loss of pay and without charge to accumulated leave, after requesting permission from the supervisor to do so, which permission shall not be unreasonably withheld.

6. The parties agree, subject to applicable law, that every employee may freely institute complaints and/or grievances without threats, reprisal, or harassment by the employer.

7. In appropriate cases, the time limits for filing and processing a grievance may be waived by mutual consent of the parties in order to correct a long-standing injustice provided in no case shall retroactive pay predate the effective date of this Agreement.

8. For the purpose of this Article, "workday" shall mean Monday through Friday, excluding legal and administrative holidays and the day after Thanksgiving.

9. The VSEA and the State may negotiate an experimental peer review procedure, including the duration of such experiment, and the department(s) and/or agency(ies) in which such process may be implemented.

## 10. ALTERNATIVE DISPUTE RESOLUTION

In recognition of the parties' commitment to reconcile their differences in the least adversarial manner possible, and at the lowest possible organizational level, the VSEA and the State agree to participate in grievance mediation, and to continue discussions relating to other processes which will facilitate the goal of positive labor relations.

The following are the agreed upon rules for mediation of grievances and other disputes during the term of this agreement:

- (a) Mediation of a grievance will be scheduled on the basis of a joint request for mediation by VSEA and State representatives.
- (b) Unless otherwise agreed to in a particular grievance, the mediator shall be the first available mediator on the list of trained mediators maintained by the Department of Human Resources. The parties may agree to remove or by-pass names from the list.
- (c) The VSEA and the State shall agree to a list of volunteers to be trained as grievance mediators. Each approved volunteer who successfully completes the prescribed training will be added to the mediator list.
- (d) A mediation shall be scheduled within ten (10) working days of the date of agreement to mediate and all time-lines will be put on hold for that period of time. If a mediation cannot be scheduled within the ten (10) working day time period, the normal grievance procedure shall proceed.
- (e) Mediation conferences will take place at an agreed upon place.
- (f) The grievant will have the right to be present at the mediation conference.
- (g) Each party shall have no more than two (2) representatives present, in addition to the grievant, at any mediation, unless otherwise agreed.
- (h) The representatives of the parties are encouraged, but not required, to present the mediator with a brief written statement of the facts, the issues, and the arguments in support of their position. Such statements shall not exceed five (5) typewritten pages. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- (i) Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation process.
- (j) Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at any formal grievance procedure. The Rules of Evidence will not apply, and no record of the mediation conference shall be made except in the case of settlement.
- (k) The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- (l) The resolution of a grievance in mediation shall not constitute a precedent unless the parties otherwise agree.
- (m) If no settlement is reached at mediation, the parties are free to pursue the remainder of the grievance process.
- (n) In the event that a grievance which was mediated subsequently goes to a grievance hearing, no mediator may serve as witness or advocate. Nothing said or done by the mediator may be referred to in subsequent proceedings, or before the Vermont Labor Relations Board. Nothing said or done by another party in the mediation conference may be used against it in a later proceeding.
- (o) If no settlement is reached during the mediation conference, and if both parties so request, the mediator shall provide them with an immediate oral advisory decision.
- (p) The mediator shall state the rationale for the advisory decision.
- (q) The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.
- (r) The parties agree to share any cost of the mediation, including the mileage and pre-agreed expenses of the mediator.
- (s) The mediation will not take more than one (1) day, except by mutual agreement of the parties.

**ARTICLE 16**  
**CLASSIFICATION REVIEW and**  
**CLASSIFICATION GRIEVANCE**

**1. DEFINITIONS**

(a) Classification Review is defined as the process whereby either employees or management may initiate a review by the Human Resources Department to determine whether an individual position, or any group of positions, is incorrectly allocated to class, and/or the class is incorrectly assigned to pay grade.

(b) Classification Grievance is defined as a dispute over whether the position of an individual employee, or the positions of a group of employees, is incorrectly allocated to class, and/or the class is incorrectly assigned to pay grade.

**2. MANAGEMENT RIGHTS**

Nothing herein shall be construed in a manner which prevents or interferes with management's unilateral authority to reallocate a position into a new or existing class; to assign a class into a different pay grade; to utilize a point factor rating system; or to conform with or perform any other statutory requirement regarding position classification. Nothing herein shall constrain management's right to direct an employee to perform the duties (s)he was hired to perform, and management's exercise of this right at any stage of the classification review or classification grievance process, or at the conclusion of the process, shall not be deemed as unlawful retaliation or a violation of any rights arising out of this Article or Agreement.

**3. PROCEDURE FOR REVIEW OF CLASSIFICATION**

(a) The classification review procedure outlined herein shall become effective on July 1, 1990.

(b) Employee and management requests for classification review shall be made on a form provided by the Commissioner of Human Resources. The VSEA may offer comments to the Commissioner of Human Resources regarding content and format of the form at any time. The form shall be fully completed by the employee or management as appropriate. With the Department of Human Resources' approval, VSEA may submit a class action "RFR" on behalf of employees in the same class, filing one (1) package of the same information as required herein. The Request for Review shall state with particularity the change(s) in duties or other circumstances which prompt the Request for Review. The position's supervisor shall review the information provided on the form within ten (10) workdays, completing that portion which requests supervisory responses, and submit further written comments as appropriate. The Request for Review form shall then be submitted to the position's appointing authority, who shall review it for accuracy, comment as deemed appropriate, and forward the original to the Department of Human Resources within five (5) workdays.

(c) An incomplete Request for Review shall be returned for completion to the originator by the Department of Human Resources. Completed forms received by the Department of Human Resources shall be logged in chronological order. In its discretion, the Department may conduct field audits as necessary. Normally within sixty (60) days for a single position and ninety (90) days for a multiple position class, the Department of Human Resources or duly constituted departmental review committee will review and respond to complete requests for review. Such written report will respond directly and pointedly to the specific reasons listed in the request for review and will specify any change in the point factor rating for that position. The definitions of the sub-factors used in the point factor ratings will be provided as a guide to interpreting the point factor rating.

(d) Within ten (10) workdays of receipt of the notice from the Department of Human Resources, an employee may request an informal meeting with the departmental classification review committee (and or the member of the Classification Division who performed the rating, if appropriate) for a discussion of the decision. Subject to the operating needs of the Department of Human Resources, a member of the Classification Division staff or of the departmental classification review committee will be available within fifteen (15) workdays of request receipt for such discussion with the employee and/or VSEA representative, unless a postponement is mutually agreed to, in which case the meeting shall be rescheduled as soon as practical. The Classification Division may include

other representatives of the Department of Human Resources or the affected employee's department in all informal meetings.

(e) Notwithstanding the above, if corrective action results from either classification review or a classification grievance, any pay adjustment shall be retroactive to the date when a completed Request for Review was logged by the Department of Human Resources, unless the Commissioner of Human Resources determines that the circumstances giving rise to such corrective action came into existence after such completed filings, in which case retroactivity shall be effective on that later date.

(1) If an employee is reclassified to a higher pay grade that results in a pay increase during the probation period, the employee will receive that increase coincident with the reclassification, but will receive no retroactive pay. Reclassification will not change the time required for completion of the probation period.

An employee may initiate his or her review by concurrently filing a copy of the Request directly to the Department of Human Resources at the same time the original is submitted to the supervisor. The effective date will then be computed fifteen (15) days from the date it was received by the Department of Human Resources and logged in. This will permit the employee to ensure that the effective date of any corrective action is not delayed at the employee's department level due to management or supervisory review of the request.

#### **4. CLASSIFICATION GRIEVANCE**

(a) Notwithstanding any contrary provision of this Article, a classification grievance may be filed only if the position submitted for review was not changed to a higher pay grade.

(b) No classification grievance may be filed by an employee until the employee has first complied with the provisions of this Article regarding classification review and has received official notification from the Department of Human Resources. If the Department of Human Resources does not issue a written notice within the time frames specified in Section 3(c), above, an employee may resubmit his or her classification request in the form of a classification grievance to be forwarded to the Human Resources Commissioner.

(c) A classification grievance shall be filed within thirty (30) days of receipt of the classification review official notification, or within fifteen (15) days of the date of the notice of the results of the informal meeting with a member of the classification division if such an informal meeting is requested. Failure to file within such time limits means that the right to pursue a grievance is waived.

(d) A grievance as defined in this Article shall be filed in writing (original and one copy) with the Commissioner of Human Resources (110 State Street, Drawer 20, Montpelier, VT 05620-3001), and shall minimally include the following:

(1) Name and home address of the employee submitting grievance;

(2) Position number, class title, and pay grade of the position under appeal, plus the department/division/ section in which located;

(3) A brief statement why the State's response to the RFR is being grieved. Such response should refer both to the original statement as to why the RFR was being sought and also to the State's response thereto. It should also contain a statement specifying the change in duties critical to the classification of the position sufficient to produce a reallocation to class or reassignment to pay grade.

(4) A written summary of the employee's reasons as to why the position is allocated to the wrong class and/or the class is assigned to a wrong pay grade, if different or in addition to reasons given in item (3) above.

(5) Remedial action requested including title and pay grade which grievant believes should apply.

(6) Copies of all material submitted in the initial request for classification review, plus the decision notification received from the Department of Human Resources.

(7) An indication as to whether the grievant wished to have a grievance meeting with the Commissioner of Human Resources or his/her designated representative.

Copies of all materials specified above shall be concurrently submitted to the employee's appointing authority by the employee at the time of filing.

(e) Each classification grievance shall be reviewed by the Commissioner of Human Resources (or designee) for compliance with requirements of filing. Employees will be notified by the Commissioner of any additional information needed to complete the written grievance and given ten (10) workdays to take corrective action. Reasonable extensions of time in which to perfect grievances will not be unreasonably denied.

(f) Grievances shall normally be considered in the order in which perfected grievances are received. The Human Resources Commissioner (or designee) shall review the grievance, and if a meeting has been requested, hold such meeting within fifteen (15) workdays. A written decision shall be issued within fifteen (15) workdays of such meeting. If no meeting is requested, a written decision shall be issued within thirty (30) workdays of receipt of the grievance. The time periods for holding a meeting and/or issuing a decision may be extended by mutual consent of the grievant and the Commissioner of Human Resources (or designee).

(g) The Commissioner of Human Resources (or designee) may request additional information and/or documents from either or both the grievant and classification division and impose deadlines for their submission. Both parties to the grievance will be advised as to any request for additional information/documents. The due dates for a hearing and/or decision are automatically extended by the time allowed for submission of additional information/documents.

#### **5. BURDEN OF PROOF**

In any stage of proceeding under this Article the burden shall be on the grievant to establish that the present classification, pay grade assignment, or any subsequent classification decision arising from the application of these procedures, is clearly erroneous under the standards provided by the point factor analysis system utilized by the Department of Human Resources.

#### **6. EXCLUSIVE REMEDY**

The grievance and appeal procedures provided herein for classification disputes shall be the exclusive procedures for seeking review of the classification status of a position or group of positions.

#### **7. APPEAL TO VLRB**

An employee aggrieved by an adverse decision of the Commissioner of Human Resources may have that decision reviewed by the Vermont Labor Relations Board on the basis of whether the decision was arbitrary and capricious in applying the point factor system utilized by the State to the facts established by the entire record. Any appeal to the Board shall be filed within thirty (30) days of receipt of the Commissioner's decision, or the right to appeal shall be waived. The board shall not conduct a de novo hearing, but shall base its decision on the whole record of the proceeding before, and the decision of, the Commissioner of Human Resources (or designee). The VLRB's authority hereunder shall be to review the decision(s) of the Commissioner of Human Resources, and nothing herein empowers the Board to substitute its own judgment regarding the proper classification or assignment of position(s) to a pay grade. If the VLRB determines that the decision of the Commissioner of Human Resources is arbitrary and capricious, it shall state the reasons for that finding and remand to the Commissioner for appropriate action. Upon remand, the Commissioner of Human Resources shall address those aspects of the original decision that the VLRB found to be arbitrary and capricious and thereafter shall issue a decision on the matter. This decision shall also be subject to review by the VLRB solely to determine whether this subsequent decision is arbitrary and capricious. The parties waive judicial review by the Vermont Supreme Court of any ruling of the VLRB that the decision by the Commissioner of Human Resources was, or was not, arbitrary and capricious. In the event that the Commissioner of Human Resources, upon remand, fails to address aspects of a classification decision which the VLRB has determined to be arbitrary and capricious, the sole avenue of relief for an employee shall be to petition the VLRB for enforcement of its order in the Superior Court, in accordance with Board rules and the Rules of Civil Procedure.

#### **8. IMPACT OF CLASSIFICATION BOARD DECISIONS AND SETTLEMENTS**

A classification decision or recommendation of a classification board shall not constitute a binding precedent regarding the internal comparability of a position reviewed or grieved to positions not subject

to the original classification review and grievance. Nothing herein shall prevent the settlement of a classification grievance at any point in the process.

**9. STUDY COMMITTEE**

The State and VSEA will establish a joint study committee to assess whether changes to the classification system should be recommended to the Secretary of Administration for his or her consideration.

**ARTICLE 17  
AGENCY, DEPARTMENT AND INSTITUTION  
WORK RULES**

**1. ESTABLISHMENT OF RULES**

(a) Each agency, department or institution shall put into writing those rules of conduct and procedure it deems necessary for its efficient operation. All changes to these rules must be in writing.

(b) Agency, department and institution work rules shall not be in conflict with existing law, contract provisions, or with the Rules and Regulations for Personnel Administration.

(c) Work rules shall relate to aspects of employment (such as Public Safety work rules outlining proper maintenance schedules for cruisers, AOT rules for use of State-owned property and equipment), and not to fundamental conditions of work which give rise to a statutory bargaining obligation.

**2. NOTIFICATION AND DISTRIBUTION OF RULES**

(a) All employees affected by the agency, department or institution work rules must be notified in writing, by posting or otherwise, of those rules and changes to those rules at least fifteen (15) days prior to the date they become effective, except that the fifteen (15) day notice shall not apply in case of emergency. Emergency rules may be implemented pursuant to the Management Rights Article, Section 1, of this Agreement. In any such instance, the VSEA's Director shall be notified as soon as possible, and provided with opportunity to meet with appropriate State officials.

(b) The State shall provide written notification to the VSEA of all new rules and changes to existing rules concurrent with the notice to employees.

(c) The State shall properly maintain all work rules in a manner and location readily accessible to employees affected by them. The availability of these rules and their whereabouts shall be posted in prominent areas of the workplace and made available to employees and the VSEA upon request.

**3. REASONABLENESS AND APPLICATION OF RULES**

(a) An employee or the VSEA may grieve the reasonableness of any rule promulgated under this Article and, further, may grieve any action taken against an employee based upon any such rule. In either case, the grievance may include a claim that the rule is unreasonable in its application to the employee or group of employees so aggrieved. The time limits for any claim that the rule is inherently unreasonable shall run from the date the rule becomes effective.

**ARTICLE 18  
VACANCIES/PROMOTION**

1. When management decides to fill a permanent, vacant bargaining unit position through competitive procedures, notice shall be posted for ten (10) workdays prior to the application deadline, statewide in the case of a state promotional or open competitive procedure, agency-wide when only an agency promotional procedure is being utilized. If a change is made in the minimum qualifications after the announcement is posted, the new vacancy notice shall be posted for a period of five (5) workdays.

2. Vacancy notices shall include entry KSA's or examination subject areas, a brief description of duties, and any special skills required.

3. The Appointing Authority or designee shall consider all certified applicants.

4. An Appointing Authority may elect to define posting parameters for a particular position within the department and to a particular worksite, unit, division, institution, departmental region, class or series, or combination thereof.

**ARTICLE 19  
FISH AND WILDLIFE WARDEN**

**1. DAYS OFF**

State Game Wardens I, II, III, and IV will continue to receive one hundred and four (104) scheduled days off per calendar year.

2. The following is the agreement reached by the State of Vermont and the Vermont State Employees' Association, Inc. (VSEA), setting forth and clarifying the overtime compensation and other benefits that will be applicable to employees in the classes State Game Warden I, II, III, IV, and Hunter Safety Training Coordinator. This Agreement shall be considered to be part of the Non-Management Unit Agreement.

(a) These employees will normally be scheduled to work one hundred eighty-five (185) hours in a twenty-eight (28) day work period, i.e., a four (4) consecutive workweek period. The average scheduled work week will be forty-six and one-quarter (46.25) hours. The average daily schedule will be nine and one-quarter (9.25) hours. All office and phone work will be accomplished within the normal scheduled work week. A "work week" shall run from midnight Sunday to midnight Saturday.

(b) Subject to the conditions outlined below, and except as provided to the contrary herein, all hours actually worked, by the employees in the above listed classes, in excess of 8.55 in any workday or forty-two and three quarters (42.75) in any work week shall be compensated at the rate of one and one-half times (1-1/2) the regular hourly rate of pay in cash. An employee may request compensatory time off at the applicable overtime premium in lieu of cash. A supervisor may grant or deny such request and if the request is granted shall endeavor to schedule the time off within a reasonable time. Compensatory time off granted in lieu of cash overtime compensation in accordance with the requirements of the Fair Labor Standards Act (FLSA) shall not exceed the statutory limits of accrual, and usage of any such FLSA compensatory time off shall be in compliance with any appropriate FLSA requirements.

(c) Hours actually worked, hours on annual leave, compensatory time off, unworked holidays, paid VSEA leave time, time spent traveling to and from paid training (after deduction of normal commuting time, when appropriate, and time spent eating during the travel time), court and jury duty leave, and personal leave shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation.

(d) Overtime under this agreement shall not be pyramided.

(e) Call-In: When an employee is called in and required to work at any time other than continuously into his/her normally scheduled shift, (s)he shall receive compensation at his/her overtime rate for all hours worked. In no case shall (s)he receive less than four hours of compensation at the applicable overtime rate, in cash or compensatory time, as appropriate. Such guarantee will cover any additional call-ins within a twenty four (24) hour period commencing at 12 o'clock midnight.

(f) State Game Wardens and Training Coordinators shall not be eligible for shift differential or on call/standby benefits of the Non-Management Unit Agreement.

(g) Work Shifts: The State will make a good faith effort to schedule an employee for the same shift during a work week. Supervisors may revise schedules and assign overtime as needed to meet the operating needs of the Department. Supervisors will make a good faith effort to consult with employees regarding the scheduling of their work shifts and work week.

(h) State Game Wardens and Training Coordinators shall normally have at least eight (8) hours off between the end of one regularly scheduled shift and beginning of the next regularly scheduled shift, except in the case of a split shift.

(i) Split shifts may be scheduled by the supervisor with the concurrence of the employee. Normally, no more than one (1) split shift should be scheduled per work day.



(j) Leave Usage and Accruals: One day of accrued leave shall be deemed to be nine and one-quarter (9.25) hours. One day's absence shall be charged as nine and one-quarter (9.25) hours of leave. An employee out on sick leave, may, at his/her option, elect to use compensatory time off or additional sick leave, in that order, to augment his/her normal compensation for the twenty-eight (28) day work cycle.

(k) Holiday Compensation: The provisions of the Non- Management Unit Agreement, including a nine and one-quarter (9.25) hour per day limitation instead of the eight (8) hour one contained therein, shall be applicable to State Game Wardens and Hunter Safety Training Coordinators.

(l) Meal Reimbursement: Effective July 1, 1999, in-state mid-tour meals shall not be reimbursable. State Game Wardens, and Hunter Safety Coordinators, who were employed in those classes prior to July 1, 1999, will receive a cash allowance equal to eight hundred dollars (\$800) per fiscal year while employed in such class(es). Such allowance will be prorated accordingly in the event an employee leaves an eligible class, is on a leave of absence, or works a reduced work schedule. The allowance will be paid upon completion of each calendar quarter after it becomes effective.

## **ARTICLE 20 EMPLOYEE WORKWEEK/WORK LOCATION/WORK SHIFT**

An employee's basic weekly salary and eligibility for overtime compensation shall be based on a forty (40) hour workweek schedule.

### **1. ALTERNATE WORK SCHEDULES**

In response to an employee request, and subject to the operating needs of the department or agency, an appointing authority may, after consultation with the VSEA, establish alternative work schedules in which starting and quitting times, as well as length of meal breaks, for individual employees may vary from pre-established standard work schedules. Any newly established alternative work schedule established on or after July 1, 1990, shall be with the mutual agreement of management and the employee and subject to the concurrence of the VSEA and the Department of Human Resources. Alternative work schedules include job sharing, four (4) day workweek, alternative schedules with core time, and actual flex time.

### **2. NEW SHIFTS/WORKWEEK**

In any department or institution, prior to establishment of a new shift (a shift with starting and quitting times different from any existing shift) or a new workweek (a combination of workdays constituting forty (40) hours (or eighty (80) hours biweekly if applicable) which is different from any existing combination of workdays, or which includes evenings or half days), the State shall notify the VSEA, and will meet, if requested within ten (10) days, on a regular basis to negotiate the impact of this decision for up to forty-five (45) calendar days. At the end of the forty-five (45) calendar day period commencing from the date VSEA requests negotiations the State may implement its proposed new shift or new workweek without further negotiations or recourse to the statutory impasse procedure.

### **3. SELECTION FOR ASSIGNMENT TO A NEW SHIFT/NEW WORKWEEK/NEW GEOGRAPHIC AREA**

(a) Subject to the operating needs of a Department, as determined by the appointing authority, which may require the assignment (for fifteen (15) days or more) of any employee to a different or new shift, workweek, or geographic area, the State will select qualified volunteers first, after which selection shall be in reverse order of (continuous State service) seniority, i.e., the most junior employee(s) will be selected. This provision shall not apply to historic types of temporary seasonal assignments.

(b) Subject to the operating needs of a Department, as determined by the appointing authority, which may require the assignment (fifteen (15) days or more) of an employee(s) with a special skill or experience, to a different or new shift, workweek or geographic area, the State will select qualified volunteers first, after which selection shall be in reverse order of (continuous State service) seniority, i.e., the most junior employee(s) possessing the special skill or experience which fulfills the Department's needs, will be selected.

(c) The State will give two (2) weeks' prior notice of any such assignment to a new shift or new workweek, or four (4) weeks prior notice in the case of an assignment to a new geographic area, and will try to accommodate those persons who need extra time to make the change or move. The State will also try to give additional notice of such changes or moves if feasible.

(d) The State will give good-faith consideration to seniority as a significant element in the reassignment of an employee from one building to another for more than fifteen (15) miles within a geographic area. An employee can petition the appointing authority, and with the approval of the Commissioner of Human Resources, the employee may be approved for a hardship RIF (under Section 3(e), below), if the reassignment within the geographic area exceeds fifteen (15) miles.

(e) An employee who demonstrates to the appointing authority personal or family hardship which prevents the acceptance of an involuntary assignment shall be placed directly on the RIF reemployment list as outlined in that RIF Article, except that there shall be no such rights to a vacancy caused by the subsequent involuntary assignment of another employee in the same class in lieu of the involuntary assignment refused. Application for unemployment compensation shall not diminish rights under this paragraph. An employee must give notice to the department or agency with reasons for the hardship. On acceptance of such notice, the employee will be placed on employment re-call list but not have access to the thirty (30) day layoff notice "grace period" outlined in the RIF Article.

(f) Management reserves the right to fix or alter the time frames for rotating shifts, provided, however, that shifts shall remain fixed for at least three (3) months. Individual employees may be involuntarily assigned to a different shift outside of the predetermined rotation schedule in accordance with the provision of Section 3, above. This paragraph shall not apply during the first twelve (12) months of operation of a new institution.

#### **4. LIST OF EXISTING SHIFTS/WORKWEEKS**

As soon as practical after the effective date of this Agreement, the State will endeavor to list all established shifts and workweeks, showing the classes assigned to each and the agencies, departments or facilities where any such shift or workweek exists. A copy of the list will be provided to VSEA.

### **ARTICLE 21 BIDDING FOR SHIFT VACANCIES**

When a permanent shift vacancy arises on any shift, or when a permanent vacancy arises on a rotating shift during the term of that shift, all employees within the facility will be notified by posting the vacancy for seven (7) calendar days. The selection shall be based on the operating needs of the facility; provided, however, that ability to perform the job and seniority shall be considered. At the request of a VSEA representative, the appointing authority or his/her designee will explain why a senior applicant was bypassed for the vacancy. A temporary vacancy which is expected to last more than sixty (60) days will be treated as a permanent vacancy under this paragraph.

Any subsequent vacancy created by this process shall not be required to be posted, provided that, simultaneously with the posting of the original vacancy, the Department shall also request volunteers for shift reassignment who shall indicate their shift preference and/or post assignment preference within the period of the original posting. Subsequent selection shall be based on the criteria listed above.

On request of a labor management committee, alternatives may be recommended which must be reviewed and approved by the Department of Human Resources and VSEA prior to implementation consistent with the Labor Management Committee Article.

This Article shall only apply to VSH, Veterans Home, Woodside, and units within the Department of Motor Vehicles, Public Safety dispatchers, and Buildings and General Services, where shifts are established.

## **ARTICLE 22 JOB SHARING**

1. In an effort to accommodate requests from employees for permanent part-time work, an appointing authority, with the approval of the Commissioner of Human Resources, may authorize two (2) employees to share one (1) full-time position or may authorize a full time employee to work less than full time, provided, no employee so authorized will be involuntarily assigned to work less than forty (40) hours biweekly. Each employee shall be responsible for completing his or her weekly time sheet. Leave and other pay benefits will be prorated accordingly. Both participants in a job sharing situation will be eligible for the State Employee Medical Benefit Plan, providing each employee meets the eligibility requirements of the Plan.

2. For the purpose of skill development and career mobility, subject to the approval of both immediate supervisors and the appointing authority, two (2) employees in different positions may be allowed to swap for a limited time, a portion of tasks and duties of their mutual jobs. Experience obtained pursuant to this paragraph shall not be used in support of any claim for reclassification, reallocation or upgrading.

3. The employer may, at its discretion, terminate job sharing arrangements, or require either employee, or both, to work full-time and those who elect not to work full-time shall be placed directly on the RIF reemployment list as outlined in the RIF Article. Declining that offer to work full-time shall be considered as declining a "mandatory offer" of reemployment. In addition that employee's mandatory reemployment rights shall only apply for part-time employment. Employees affected by such decisions shall receive thirty (30) days notice prior to the effective date of implementation.

## **ARTICLE 23 TRAINING**

1. A joint Labor/Management Committee designated by the parties will meet periodically to discuss the State's Non-Management training program and its operations, including input on application process, scheduling of courses, special conferences and seminars and curriculum options. Unit employees with recall rights under the RIF Article may register to participate in the training programs without charge to the employee.

### **2. PREVENTIVE INTERVENTION TRAINING**

The State will make a reasonable effort to provide training in preventative intervention before or within thirty (30) days after permanent assignment of Vermont State Hospital employees whose duties will require regular patient contact.

## **ARTICLE 24 OVERTIME**

### **1. INTRODUCTION**

(a) The State and the VSEA agree that overtime work for all employees is to be held to a minimum consistent with efficient and sound management of State government.

(b) Each appointing authority shall schedule and assign regular work in a manner which will minimize the need for overtime work, and shall require compliance with reasonable standards of performance before requiring employees to work overtime.

(c) It is understood and agreed that determining the need for overtime work, scheduling the hours overtime shall be worked, and requiring overtime work are exclusively employer's rights.

### **2. DISTRIBUTION OF OVERTIME**

(a) Appointing authorities shall make a reasonable effort to distribute overtime as equitably as possible among classified employees, and shall not change or alter the regular workweek of an employee (once posted where applicable) for the purpose of avoiding the payment of overtime or shift differential. Persistent schedule changes in individual employees are discouraged and will be subject for Labor-Management Committee discussion.

(b) Overtime shall be assigned whenever practicable to volunteers. Assignment of overtime work to volunteers shall not be considered contrary to the concept of equitable distribution of overtime.

(c) With written request and twenty-four (24) hours' notice, an employee shall be excluded from further consideration for overtime. Such request may be canceled by the employee and may also be revoked by a supervisor under emergency circumstances unless a medical exemption has been granted. An employee with a medical exemption may not volunteer for overtime without medical clearance. The employer may exercise its discretion to offer overtime opportunities to employees whose availability for overtime is self-limited to specific times or days. Such accommodation shall not itself be grievable by other employees.

(d) It is agreed that, except in emergency or crisis situations, employees who are on annual leave, personal leave or compensatory time off shall be the last to be required to work overtime.

(e) If classified employees are scheduled for overtime work or are unavailable for overtime work, non-classified employees may be authorized to work overtime.

(f) Employees shall be given two (2) weeks' notice of scheduled overtime. However, in emergency situations, the employer shall give the maximum notice practical under the circumstances.

(g) When it becomes necessary to continue work on a particular project on an overtime basis, the employee required to perform such overtime work will normally be the one who has been working on the same project during his or her regular work hours.

(h) Institutions and other work units which routinely distribute overtime shall do so on a rotational basis, in a fair and equitable manner for both voluntary and involuntary distribution of overtime within each such unit.

### 3. **AUTHORIZATION OF OVERTIME**

(a) Overtime work shall be assigned and authorized only by appointing authorities or their designated representatives either verbally or in writing.

(b) All overtime work which has been assigned to an employee, by the appropriate authority and is actually worked by the employee shall be authorized and compensated.

(c) No employee may authorize overtime work who is eligible to receive overtime compensation at the rate of one and one-half (1-1/2) times the regular hourly rate, except with permission of the appointing authority.

(d) Employees may not authorize their own overtime without permission from management.

(e) Notwithstanding the provisions of the Employee Workweek/Work Location/Work Shift Article, Section 1, at the request of an employee and with the concurrence of the appointing authority, the employee's daily or weekly work schedules and/or shifts may be temporarily created or altered, so long as the employee is not scheduled to regularly work in excess of forty (40) hours per workweek (if covered by FLSA) or eighty (80) hours in a two (2) work week period (if not covered by FLSA). In such instances, the employee shall not be eligible for overtime compensation unless required to work in excess of the applicable forty (40) hours per work week, or, if applicable, eighty (80) hours per two (2) work week period.

### 4. **ELIGIBILITY FOR OVERTIME COMPENSATION**

(a) Overtime compensation rates for all hours worked in excess of the workday and workweek identified below shall be as follows:

(1) Overtime Category 11. Employees in classes assigned to pay grades 5 through 22 shall receive overtime compensation at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of eight (8) in any workday or forty (40) in any workweek. Employees in classes assigned to pay grade 22 shall receive overtime compensation in the form of cash or compensatory time off, solely at Management's discretion.

(2) Overtime Category 12. Employees in classes assigned to pay grades 5 through 22 shall receive overtime compensation at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked in excess of eight (8) in any workday or eighty (80) in a two (2) work week period. Employees in classes assigned to pay grade 22 shall receive overtime compensation in the form of cash or compensatory time off, solely at Management's discretion. Employees in the classes District Fish Biologist and District Wildlife Biologist, when assigned to Pay Grade 22, shall receive overtime compensation in the form of cash or compensatory time

off, solely at Management's discretion, for any hours worked in excess of eighty (80) in a two (2) work week period.

(3) Overtime Category 13. Employees in the classes listed below shall receive twenty percent (20%) of their base weekly salary per week irrespective of the maximum of their pay grades as full compensation for all overtime hours. This category shall include only the following classes:

Criminal Justice Training Coordinator

(4) Overtime Category 14. Employees in classes assigned to pay grades above 21 who are covered by the provisions of the Fair Labor Standards Act, and who have not previously been in a "time and one-half" overtime category, shall receive overtime compensation at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) in any workweek. This category shall also include the following classes:

Fish and Wildlife Technician

Fisheries Field Coordinator

(5) Overtime Category 17. Employees in classes assigned to pay grade 23 shall receive compensatory time off at straight-time rates for all hours worked in excess of eight (8) in any workday or forty (40) in a workweek or eighty (80) in a two (2) workweek period. Solely at management's option, such overtime work may be compensated at straight-time rates in cash.

(6) Overtime Category 18. Employees in classes assigned to pay grades 24 or above may be eligible to receive discretionary compensatory time off for overtime hours worked. Solely at management's option, such comp time may be compensated at straight-time rates in cash.

Employees who on January 6, 1991, are in classes assigned to pay grades 22 and above shall retain their overtime category then in effect only while they remain in that classification, and only while that class remains assigned to that pay grade.

(7) Overtime Category 20. The overtime rate for employees in a flextime program shall be based on the pay grade of the participants.

(8) For the classes listed below, overtime compensation and other specified benefits shall be set forth in side letters between the parties. Such letters shall be incorporated as appendix to this Agreement.

Airport Firefighter

Clerk Dispatcher

Game Warden

Woodside Youth Center Worker A and B

Liquor Control Investigator

(9) Overtime Category 29. Employees in the classes listed below shall receive overtime compensation at time and one-half (1-1/2) rates for all hours worked in excess of eighty (80) in a two work week period:

Fish Health Biologist I

Fish Health Biologist II

Fish and Wildlife Information Specialist

Fish and Wildlife Education Coordinator

At the mutual agreement of VSEA and the Commissioner of Human Resources, additional classifications can be added to this list during the life of the Agreement. If these positions are reassigned to a new pay grade during the life of the Agreement, the employees will have the overtime category associated with that new pay grade.

(10) Overtime Category 37. Solely at management's discretion, employees in classes otherwise assigned to Overtime Category 17 may receive cash at straight-time rates for all hours worked in excess of eight (8) in any workday or forty (40) in any work week or eighty(80) in a two (2) work week period.

(11) Overtime Category 38. Solely at management's discretion, employees in classes otherwise assigned to Overtime Category 18 may be eligible to receive discretionary cash payments for overtime hours worked.

(12)Overtime Category 39. Employees in the classes listed below shall receive compensatory time off at straight-time rates for all hours worked in excess of eighty (80) in a two (2) workweek period:

District Fish Biologist

District Wildlife Biologist

(13)Burton Island Park Ranger. Shall receive twenty-five percent (25%) of their base salary per pay period irrespective of the maximum of their pay grades as full compensation for all overtime hours.

At the mutual agreement of VSEA and the Commissioner of Human Resources, additional classifications can be added to this list during the life of the Agreement. If these positions are reassigned to a new pay grade during the life of the Agreement, the employees will have the overtime category associated with that new pay grade.

## 5. **COMPUTATION OF OVERTIME**

(a) The appointing authority shall establish the first day of the workweek for each position in his or her agency. The first day of an employee's workweek during the pay period shall not be changed or altered for the purpose of avoiding the payment of overtime or shift differential.

(b) The smallest division of an hour to be used in computation of overtime is fifteen (15) minutes.

(c) It is expected that travel between work locations shall be conducted during normal working hours. Travel time between work locations and work location or between home, if designated as office, and a work location shall be considered as time worked for purposes of computing overtime. Employees who are normally assigned to work out of their homes shall have their homes designated as their offices for purposes of this Article.

Travel to and from the site of paid training is considered as time actually worked for purposes of computing overtime. Time spent for meals and the normal commutation time, when appropriate, shall be deducted from travel time to training.

(d) There shall be no pyramiding or duplication of overtime payments.

(e) The following hours shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation:

hours actually worked,

hours on annual leave,

compensatory time off,

unworked holidays,

paid VSEA leave time,

court and jury duty,

personal leave,

time spent traveling to and from paid training (after deduction of meal time and normal commuting time).

(f) Shift differential (Shift Differential Article) will be added to the basic hourly rate before cash overtime is computed.

(g) Whenever an employee is scheduled to begin work on a shift within eight (8) hours after such employee has completed sixteen (16) consecutive hours of work, and such employee actually works more than sixteen (16) consecutive hours, except in case of emergency, the reporting time for such employee shall be delayed, without loss of pay, by an amount of time equal to the consecutive hours worked beyond sixteen (16) hours (hour for hour). If such employee works twenty-two (22) or more consecutive hours she/he shall be excused from reporting on such next shift without loss of pay, subject to emergency needs of the employer.

(h) Notwithstanding any other provisions in this contract, all Agency of Transportation employees directed to work at field assignments other than their official duty stations shall receive compensation and expense reimbursement in accordance with this Article. All travel time compensable under this Article shall be considered time worked for purposes of computing overtime.

- (i) Compensation for Travel Time.
  - (1) Employees on short-term field assignments (i.e., assignments to field locations in a geographic area for a period of time not exceeding ten (10) consecutive work days) will be compensated for time actually spent traveling to the short term field assignment and return, whether such travel is during normal working hours or not. This shall not be construed to prevent management from directing an employee to remain overnight at any field assignment, in accordance with rules and regulations of the department.
  - (2) Employees on long term field assignments (i.e., assignments to field locations in a geographic area for a period of time which exceeds ten (10) consecutive workdays) will be paid one (1) round trip per week travel time.
- (j) Expenses.
  - (1) All employees directed to work at field assignments whether "long term" or "short term", shall receive mileage for their travel, and meal reimbursement as appropriate, in accordance with this Article and the provisions of the Expense Reimbursement Article. Any employee directed to remain overnight at a field assignment (or who has received authorization to remain overnight at department expense) shall be reimbursed for the cost of overnight lodging and meals in accordance with the Expense Reimbursement Article.
  - (2) It is agreed by the parties that the value of State-provided housing or any other cash or non-cash benefits provided by the terms and provisions of this Agreement shall not be considered to be part of an employee's regular salary or rate unless otherwise required by law.

**6. COMPENSATORY TIME**

(a) Employees entitled to be paid cash for overtime may request compensatory time off at the applicable rate. Management may grant or deny such request consistent with the provisions of section (b), below, which allows for compensatory time accrual of at least fifty-six (56) hours or for eighty (80) hours in the case of certain Agency of Transportation employees as referenced below in subsection (b), and if granted, shall endeavor to schedule the time off within a reasonable time. The fifty-six (56) hour minimum compensatory time accrual limit shall revert to forty-eight (48) hours on June 30, 2003, for Game Wardens and Game Warden Trainees. Unused compensatory time off earned during the accrual "Year A" may be carried over until the end of accrual "Year B", but not thereafter.

Unused Year A compensatory time off which has not been used by the end of Year B, through no fault of the employee, will be paid off in cash at the base hourly rate of pay then prevailing.

Year A is defined as the first full pay period in July through the pay period which includes June 30th. Year B is the same period the following year.

Employees in Overtime Category 17 or 18 who are unable to use their compensatory time balances, through no fault of their own, may request that Year A compensatory time be paid off in cash at the end of Year B. Such request may be granted in exceptional circumstances with the approvals of the Department or Agency head and the Commissioner of Human Resources.

(b) The following provisions shall apply in any case where an employee who is assigned to work overtime has requested to be credited with compensatory time rather than to be paid in cash.

(1) The minimum compensatory time accrual per employee enforceable under the provisions of this Section is a rolling fifty-six (56) hours. Effective June 30, 2003, the minimum compensatory time accrual per employee enforceable under the provisions of this Section shall be a rolling forty-eight (48) hours for Game Wardens and Game Warden Trainees. Provided, for Transportation Maintenance Workers in the Agency of Transportation who are subject to Special Snow Season Status under Article 68 only, the minimum shall be a rolling eighty (80) hours. This contractual minimum is not intended as a restriction on any manager or supervisor who, pursuant to any departmental policy or otherwise, has the discretion to permit compensatory time accrual in excess of the applicable rolling hour limit, or eighty (80) hours as the case may be. Likewise, this contractual minimum is not intended to require any department which has a policy to allow a minimum compensatory time accrual in excess of this applicable rolling hour limit to discontinue such policy. Any department shall be free to adopt, continue, discontinue or modify any such policy above the minimum compensatory time accrual

established hereunder without recourse to the grievance procedure. The failure of a manager or supervisor to permit compensatory time accrual above the established minimum herein shall not be subject to the grievance procedure.

Compensatory time off granted for work on a floating holiday shall be permitted to exceed the applicable minimum accrual. However, subsequent requests for compensatory time that would exceed the minimum accrual are not required to be granted. Compensatory time earned for work on a floating holiday shall not be counted in the rolling eighty (80) hour minimum compensatory time accrual applicable to the Agency of Transportation employees referenced above.

(2) In any case where overtime work is paid for by funds other than State tax funds (i.e., not General Fund, Transportation Fund, etc.), the State may, but shall not be required to, grant compensatory time for those overtime hours under the preceding paragraph. In such situations, where funds may not be available by the end of Year B or at other times to pay off or grant the time off, then supervisors may grant compensatory time, but require that it be used before the fund/grant expires.

(3) Compensatory time accrual at or above the minimum established herein does not diminish the employer discretion, already existing under this Agreement, to deny compensatory time usage pursuant to the operating needs of a Department. Denial by management of an employee request to use compensatory time may result in all such accrued compensatory time being bought out in cash pursuant to the provisions of the Overtime Article, Section 6.

(4) Nothing herein shall limit departmental practices requiring employees to use "Year A" compensatory time to avoid losing it at the end of "Year B".

(5) Except for mandatory compensatory time such as for overtime on a holiday worked, or for time granted for a floating holiday, any compensatory time off balance at the end of the pay period next following May 1, may, at the sole discretion of the appointing authority, be paid off in cash, in whole or in part, at the straight-time rate of pay then prevailing. If requested by the employee, up to forty-eight (48) hours balance shall be retained and not be paid off. Such a request may be denied if the primary funding source is not State tax funds.

(c) Compensatory time off granted in lieu of cash overtime compensation in accordance with the requirements of the Fair Labor Standards Act (FLSA) shall not exceed the statutory limits of accrual, and usage of any such FLSA compensatory time off shall be in compliance with any appropriate FLSA regulations.

(d) Compensatory time off may not be deducted in increments of less than one-half (1/2) hour.

(e) On any separation from service unused compensatory time off will be paid off in cash in a lump sum with the final paycheck at the employee's, then, base rate.

## **7. FOREST FIREFIGHTER OVERTIME**

Notwithstanding the restrictions on the payment of overtime imposed by this contract, an employee who is detailed for an emergency forest fire or emergency assignment under the authority of the current Cooperative Agreement between the State of Vermont and the U.S. Forest Service or under the State and Federal Legislation governing the sharing of resources under the Northeastern Forest Fire Protection Commission, or any emergency assignment through the National Interagency Coordination Center, and who is not otherwise entitled to do so, shall receive overtime compensation at the rate of one and one-half (1.5) times his/her regular hourly rate of pay in cash for the duration of the assignment, for all hours worked in excess of forty (40) in any workweek, for so long as the federal government agrees to fully reimburse the State of Vermont for all such overtime payments. Payment for any such overtime will be provided in the paycheck following the pay period in which the adjustment is submitted to the Payroll Division. This provision shall expire immediately if the federal government should withdraw or fail to honor such agreement for full reimbursement.



**ARTICLE 25**  
**SHIFT AND WEEKEND DIFFERENTIAL**

1. These provisions shall not apply to employees in Overtime Categories 13 and 18.
2. Effective the first pay period in July, 2001, Shift Differential rates shall be:

SHIFT	RATE PER HOUR
2nd	\$0.62
3rd	\$0.67

Effective the first pay period in July, 2002, Shift Differential rates shall be:

SHIFT	RATE PER HOUR
2nd	\$0.67
3rd	\$0.72

3. Employees shall receive a second shift differential if they work at least two (2) hours of an assigned shift which contains at least two (2) hours between 6 pm and midnight, and third shift differential if they work at least two (2) hours between midnight and 6 am. Classified employees who are regularly assigned to a shift which does not qualify them to receive shift differential shall not be eligible to receive shift differential if they are required to work overtime on a shift which might otherwise qualify the employees for shift differential pay. Such employees shall receive overtime compensation at the appropriate overtime rates for such work.
4. Shift differential will be added to the basic hourly rate before cash overtime is computed.
5. A "weekend shift" includes any regularly assigned shifts beginning on or after 10 pm Friday night and excludes any other shift beginning on or after 10 pm Sunday night.
6. Employees who actually work on a weekend shift, pursuant to regular assignment, including employees who do not self-activate or self-schedule, shall effective the first pay period in July 2001, receive a weekend differential of thirty-five cents (\$.35) per hour on any weekend shift. Effective the first pay period in July 2002, the weekend differential rate will increase to forty cents (\$.40) per hour. Employees not regularly assigned to a weekend shift but work overtime then, shall not receive weekend differential. Weekend differential will be added to any other shift differential and to the basic hourly rate before cash overtime is computed.
7. Liquor Investigators shall receive applicable shift differential for shifts worked as required or approved by the appointing authority, effective July 7, 1991.
8. Effective July 13, 2003, Department of Buildings and General Services employees in the classes listed below, who are actually required to work at least one (1) hour in a correctional facility inmate living unit, on the first or second shift and in the presence of inmates, shall be entitled to receive a living unit differential of \$.50 for each hour worked in such unit. Living unit differential shall not be added to the base hourly rate for any pay purposes. The provisions of this section shall sunset, and no longer be in force or have any further effect, if any position(s) in the below listed class(es) are reclassified to a higher pay grade due in whole or in part to the requirement that they perform duties within a correctional facility inmate living unit. The eligible classes are:
  - BGS Sprinkler Systems Specialist
  - Buildings HVAC Specialist
  - Buildings Project Manager I and II
  - Buildings Systems Specialist
  - Pest Control Technician
  - State Buildings Electrician
  - State Buildings Plumber
  - Maintenance Mechanic I, II, and III

**ARTICLE 26  
CALL-IN PAY**

1. When an employee is called in and required to work at any time other than continuously into his or her normally scheduled shift, he or she shall receive compensation at applicable overtime rates for all hours worked. In no case shall he or she receive less than four (4) hours of compensation at the applicable overtime rate, in cash or compensatory time, as appropriate. Such guarantee will cover any additional call-ins within the four (4) hour period commencing with the first call-in. Payment for call-ins shall not exceed three (3) call-ins within a twenty-four (24) hour period.

2. An employee required by management to attend a mandatory, pre-scheduled meeting or training session on a scheduled day off, shall not be considered to be "called-in" for purposes of mileage reimbursement, unless the meeting or training schedule is not at the employee's regular duty station, but shall receive a minimum of four (4) hours of compensation as applied above.

**ARTICLE 27  
ON CALL, STANDBY DUTY AND AVAILABLE STATUS**

**1. ON CALL**

"On Call" is defined as a requirement that an employee remain confined, during off-duty hours, at the employer's premises, at the employee's home or at some other location designated by the employer in order to be able to report for duty immediately after being called (excluding normal commuting time between the employee's home of record and duty station). "On Call" duty is compensated as overtime worked under the Overtime Article.

**2. STANDBY**

"Standby" is defined as a requirement that an employee, during off-duty hours, be reachable by phone or "beeper" within one (1) hour of being called, and report for duty where needed within one (1) hour of being reached, or normal commuting time between the employee's home of record and duty station, whichever is greater. "Standby" duty is paid at one-fifth (1/5) the regular hourly rate for each hour of such duty (rounded to the nearest whole cent). An employee, entitled to be paid cash for "standby" duty may request compensatory time off at the appropriate standby duty rate in lieu of cash. A supervisor may grant or deny this request. Employees may not request both cash and compensatory time off for standby duty performed on the same workday.

Any employee in standby status shall be compensated for business phone calls made after having been reached (but without reporting to his/her duty station or other work location) under the Overtime Article shall be compensated at the straight time rate or compensatory time off as appropriate, but shall not be considered to have been called in by reason of such telephone work. Time spent on such telephone work during a workday of standby duty may be aggregated for the purpose of satisfying the fifteen (15) minute grace period specified in the Overtime Article.

Any employees in standby status shall receive a compensatory day off for standby duty on a holiday, prorated for the day or part of a day of standby duty as appropriate, in addition to compensation otherwise due.

**3. AVAILABLE**

(a) "Available" is defined as a requirement that an employee, during off-duty hours, leave word at home or with the employer where the employee may be reached. Such employee is not subject to any other restriction specified under Sections 1 or 2 and is neither "on call" nor on "standby" and shall not receive additional compensation therefore.

(b) Any employee who is requested by the State to be on Available Status shall not be restricted in his/her movements within any geographic radius of his/her workplace, nor suffer any other restriction beyond leaving word at home or with the employer where s/he may be reached.

(c) If determined by the State that it must activate an employee on Available Status for duty, such duty shall be appropriately compensated under the terms of this Agreement and shall be considered to be "overtime work" for equitable distribution of overtime purposes.

(d) An employee who is asked to be on Available Status shall be entitled to exclude himself/herself from overtime consideration in accordance with the Overtime Article, Section 2(c).

#### 4. **GENERAL PROVISIONS**

(a) Employees in Overtime Category 13 are not eligible for On Call or Standby Pay.

(b) Employees in Overtime Category 18 are eligible for Standby pay in cash, notwithstanding any contrary provisions of the Overtime Article, if they meet both of the following criteria:

(1) They are otherwise qualified for Standby pay under Section 2 of this Article, and;

(2) They are required to carry a paging device or "beeper" during off duty hours.

(3) Category 18 employees may be eligible for On Call pay, as compensatory time off under the Overtime Article.

(c) Standby and/or pager pay in cash, or compensatory time off at the employee's request, under this Article shall not exceed seven thousand dollars (\$7,000) (or equivalent in compensatory time off) per fiscal year, (beginning with the first full payroll period of the fiscal year), per employee for the following classes: Nuclear Engineer; Gas Utility Engineer; Public Health Risk Assessment Specialist. Employees of the Enhanced 911 Board shall have a cap of twenty-four thousand dollars (\$24,000) for FY 2006; fifteen thousand dollars (\$15,000) for FY 2007; and seven thousand dollars (\$7,000) per fiscal year thereafter.

### **ARTICLE 28 OBSERVANCE OF HOLIDAYS**

#### 1. **HOLIDAYS**

The following legal holidays as established by 1 VSA, Section 371, shall be observed by State offices:

New Year's Day, January 1

Washington's Birthday, Third Monday in February

Town Meeting Day, First Tuesday in March

Memorial Day, Last Monday in May

Independence Day, July 4

Bennington Battle Day, August 16

Labor Day, First Monday in September

Veteran's Day, November 11

Thanksgiving Day, Fourth Thursday in November

Christmas Day, December 25

Martin Luther King Jr.'s Birthday, the third Monday in January (per other provisions of this Article)

Floating Holidays in lieu of Columbus Day, the second Monday in October (per other provisions of this Article).

#### 2. **WEEKEND OBSERVANCE**

Any legal holiday which falls on a Saturday shall be observed on the preceding Friday. Any legal holiday which falls on a Sunday shall be observed on the following Monday.

#### 3. (a) **MARTIN LUTHER KING JR.'S BIRTHDAY**

Effective on and after January 1, 2001, Martin Luther King Jr.'s Birthday, the third Monday in January, shall be observed by State offices except those operations which must maintain essential services. Subject to the operating needs of any department or agency, leave without loss of pay may be granted on that day and treated as follows:

(1) Leave granted shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation;

(2) Employees who are required to work that day will receive up to eight (8) hours (on an hour-for-hour basis) compensatory time off in addition to regular pay for that day;

(3) Employees who have that day as a regularly scheduled day off and do not work, shall receive up to eight (8) hours (on an hour-for-hour basis) compensatory time off;

(4) Part-time employees will receive compensatory time off for this day in direct proportion to the normal number of scheduled work hours in a pay period.

(5) The provisions of Sections 7 and 8(c) of this Article shall apply to this holiday.

**(b) FLOATING HOLIDAYS**

Effective on and after July 1, 1995, Columbus Day, the second Monday in October, shall be a regular workday for State employees. Employees assigned to work that day, or who have that day as a regularly scheduled day off, shall as a "floating holiday" receive compensatory time off at straight time rates for a full day.

Such "floating holiday" day off shall be scheduled with at least a month's advance notice by the employee with the approval of the appointing authority. If an employee is subsequently required to work on such scheduled "floating holiday" day off, he or she shall be paid for that day as if it were a designated time-and-one-half (1-1/2) holiday.

**(c) DAY AFTER THANKSGIVING**

Subject to the operating needs of any department or agency, leave without loss of pay shall be granted on the day after Thanksgiving Day, and treated as follows:

(1) Such day shall not be considered as a holiday under this Article; provided, however,

(2) Leave granted shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation. Employees who work on that day will get up to eight (8) hours (hour for hour) compensatory time off above minimum regular pay.

(3) Employees who have that day as a regularly scheduled day off and do not work shall receive up to eight (8) hours compensatory time off.

(4) The provisions of Sections 7 and 8(c) apply to the day after Thanksgiving.

**4. ADMINISTRATIVE DECLARATION**

The Governor may also declare an administrative holiday.

State offices shall close on such a day except for those operations which must maintain essential services.

Time worked on an administrative holiday shall be compensated for in the same manner as time worked on a straight time legal holiday.

(a) A classified employee shall not normally be required to work on legal or administrative holidays except as necessary to provide and maintain essential services.

**5. COMPENSATION**

Compensation on days observed as legal and administrative holidays shall be in excess of the minimum regular amount, and as follows: These provisions shall not apply to Columbus Day, Martin Luther King Jr.'s Birthday, or the Day after Thanksgiving.

Compensatory Time Option: Except as described in the following two paragraphs for employees who actually work on a holiday, compensatory time off in lieu of cash may be granted at the employer's option if the employee so requests.

Paragraphs 5(b), (c), (d), & (e) below do not apply to employees in Overtime Categories 13 & 18.

(a) An employee who is normally scheduled to work on a day observed as a legal holiday and does not work on that day shall receive no extra compensation.

(b) Employees required to work on a day which is normally a scheduled workday and is also a day observed as a legal holiday shall receive compensation at "designated rates" as explained below, plus applicable shift differential for all hours actually worked on that day. The compensation shall be in addition to the employee's minimum regular compensation.

If the "designated rate" is straight time, the employee shall receive cash or compensatory time off at straight time for all hours actually worked on that day, if he or she so chooses.

If the "designated rate" is time and one-half (1-1/2), and the employee requests compensatory time off for all hours worked that day, he or she shall receive compensatory time off up to eight (8) hours. Any compensatory time requested beyond eight (8) hours shall be paid in cash or time off at the employer's option.

(c) If a legal holiday is observed on a day which is not normally a scheduled workday and the employee does not work on that day, he or she shall receive for that day eight (8) times his or her regular hourly rate in cash, or compensatory time off if the employee so chooses and if the

employer can grant the compensatory time off, which shall be in addition to his or her minimum regular compensation.

(d) If a legal holiday is observed on a day which is not normally a scheduled workday and the employee does work on that day, he or she shall receive for the day eight (8) hours compensation at designated rates in cash, plus cash (or compensatory time off if the employee chooses) for all hours actually worked at straight time rates or at overtime rates if applicable under paragraph (i). Such compensation shall be in addition to the employee's minimum regular compensation.

(e) Call-in: There shall be no pyramiding for call-in pay under Sections (a), and (d), above. Employees called in shall receive the applicable overtime for call-in pay in addition to holiday pay for day off.

(f) Overtime Category 13.

(1) Employees who are required to work on a day which is normally a scheduled workday and is also a day observed as a legal holiday shall receive compensation at "designated rates", in addition to the minimum regular compensation, for all hours actually worked on that day up to a maximum of eight (8) hours.

The compensatory time off option under 5(b) above shall apply in this case.

(2) If a legal holiday is observed on a day which is not normally a scheduled workday, and the employee does not work on that day, he or she shall receive for that day eight (8) times his or her regular hourly rate in cash (or compensatory time off if the employee so chooses and if the employer can grant the compensatory time off) which shall be in addition to his or her minimum regular compensation.

(3) If a legal holiday is observed on a day which is not normally a scheduled workday and the employee does work on that day, he or she shall receive for the day eight (8) hours compensation at designated rates in cash, plus cash (or compensatory time off if the employee so chooses and if the employer can grant the time off) at straight time rates for all hours worked on that day up to a maximum of eight (8) hours. Such compensation shall be in addition to the employee's minimum regular compensation.

(g) Overtime Category 18.

Employees in Overtime Category 18 shall receive no additional cash compensation for time worked on a day observed as a legal holiday. Category 18 employees may be granted compensatory time off at the discretion of the appointing authority.

(h) "Designated rates" shall be as follows:

(1) The designated rate of time and one-half (1-1/2) shall apply for the following days observed as legal holidays:

New Year's Day, January 1  
Washington's Birthday, Third Monday in February  
Memorial Day, Last Monday in May  
Independence Day, July 4  
Labor Day, First Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, Fourth Thursday in November  
Christmas Day, December 25

(2) The designated rate of straight time shall apply for the following days observed as legal holidays:

Town Meeting Day, First Tuesday in March  
Bennington Battle Day, August 16

(3) Notwithstanding any contrary provision of this Section, for employees in Overtime Categories 15, 16 and 17 the "designated rate" of straight time pay shall apply on all days observed as legal holidays.

(i) Notwithstanding the above provisions, if work on a holiday with a designated rate of straight time qualifies as overtime under the provisions covering overtime, an employee shall be paid in accordance with the overtime provisions.

- (j) In all instances for compensation for time worked on a holiday, applicable shift differential shall be in addition to holiday pay.
6. Time off for legal or administrative holidays or the day after Thanksgiving shall not be charged against sick or annual leave.
7. An employee who is off payroll due to disciplinary suspension or absent without authorization for any portion of the scheduled workdays immediately prior to, or next following, or the day of that observed as a holiday, and who does not work on such holiday shall not be eligible for holiday compensation, unless the employee actually works on the holiday.
8. **GENERAL PROVISIONS**
- (a) In continuous operations for purposes of computing pay and benefits, a classified employee's holiday shall begin at the time his regular and normal work schedule would begin on that day and shall continue for twenty-four (24) consecutive hours.
- (b) Part time computations;
- (1) Part-time classified employees who do not work on a legal holiday will receive their hourly rate for the number of hours regularly scheduled for that day. Part-time classified employees who do work on a legal holiday will receive applicable holiday pay at designated rates (i.e., not prorated) for all hours worked that day, not to exceed the limits specified in this Article. Unworked legal holidays falling on a part-time employee's scheduled day off, and the floating holiday, will be compensated in direct proportion to the normal number of scheduled work hours in a pay period.
- (2) A permanent part-time classified employee who works on a seasonal schedule will be entitled to payment for those holidays which occur during the period of time when working.
- (c) Effective December 31, 1997, if the day following the effective date of an employee's separation from State service is observed as a legal holiday, except Columbus Day, the employee will receive pay for the legal holiday, but the effective date of separation shall not be changed as a result of receiving such holiday pay.
9. If additional State Holidays are enacted in statute during the life of this Agreement, the parties agree to reopen negotiations for the limited purpose of bargaining over benefits which will apply to the observance of that holiday, if any.
10. This provision applies only to employees, in the departments or institutions specified below: who are required to work as a regularly scheduled workday on December 25, and who have a regularly scheduled day off on the date that the Christmas Holiday is otherwise actually observed, or vice-versa; and to employees who are required to work as a regularly scheduled work day on January 1, and who have a regularly scheduled day off on the date New Year's Day is otherwise actually observed, or vice-versa. For such employees only, December 25, and January 1, shall be considered the holiday for purposes of holiday pay computation, rather than the dates on which such holidays are otherwise observed.

This provision applies only to employees at the Vermont Veteran's Home; Woodside Youth Center; Department of Public Safety's Emergency Communications Dispatchers or E911 Call Takers, Airport Firefighters, Department for Children and Families Emergency Services Personnel and the Vermont State Hospital.

## **ARTICLE 29 OCCUPATIONAL SAFETY AND HEALTH LAWS**

1. Where protective clothing or safety equipment is required by state or federal laws or regulations applicable to State employees covered by this Agreement, the State shall provide this clothing and equipment at no cost to the employees. The wearing of protective clothing or safety equipment shall conform to VOSHA standards.
2. Time spent by employees accompanying VOSHA compliance officers during inspection tours of work places shall be considered hours actually worked for the purposes of determining eligibility for overtime compensation.

3. The State shall comply with VOSHA 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 VOSHA or Federal requirements, provided, however, the reasonableness of any such rule may be grieved under Section 3 of AGENCY, DEPARTMENT AND INSTITUTION WORK RULES Article. The fact that a safety rule exceeds VOSHA or Federal requirements shall not by itself be evidence of unreasonableness.
4. Complaints over health and safety concerns or over non-compliance with VOSHA 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, VOSHA, 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 VOSHA, 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 VOSHA 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 AND TEMPERATURE**

The State will respond promptly to complaints about air quality in existing State owned and leased buildings including air testing when appropriate. The State will consider reasonable corrective measures when indoor workplace temperatures are less than sixty-five (65) degrees or more than eighty-five (85) degrees. Air quality standards for newly-constructed or newly-leased buildings shall be subject for consideration/recommendation by the Safety and Health Maintenance Committee.

### **ARTICLE 30 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:

(1) 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.



<b>YRS</b>	<b>ACCRUAL RATE PER PAY PERIOD</b>	<b>ACCUMULATION CAP</b>
0-5	3.69	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 complete 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 of 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 re-employed 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 the 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 delegated representative. Such approval shall not be unreasonably withheld. Employees, who request a prompt response in order to make travel or lodging reservations, shall have their leave request responded to no later than between three (3) days and the stated deadline for making such reservations.

(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 of employment, 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 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 the 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 31 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 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 pay 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 permanent 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 of 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 re-employed 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 rate 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 accordingly 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 ten (10) 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 extremely unusual circumstances, the appointing authority may authorize use of additional sick leave credits.

(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 to by a licensed physician or osteopath.

(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 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 hour prior to the beginning of the scheduled workday, of his or her inability to report to work and the nature of the illness. Unless physically unable to do so, if the employee occupies a position that normally must be filled (i.e., staffing at Woodside, the Vermont Veterans' Home, the Vermont State Hospital, Department of Public Safety Dispatchers and E911 call-takers), the appointing authority may require, through a clear advance directive, that the employee provide notice no later than two (2) hours 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;
- (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 of 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 (1/2) 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 (3) 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 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 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. Unless physically unable to do so, if the employee occupies a position that normally must be filled (i.e., staffing at Woodside, the Vermont Veterans' Home, the Vermont State Hospital, Department of Public Safety Dispatchers and E911 call-takers), the appointing authority may require, through a clear advance directive, that the employee provide notice no later than two (2) hours prior to the beginning of the scheduled workday 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 or her department or agency.

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

#### **4. SICK LEAVE BANK**

Effective July 1, 1995, Non-Management unit members may donate up to fifty percent (50%) of their annual leave entitlement and up to all of their accrued personal leave entitlement to a Sick Leave Bank, provided that each member retains at least ten (10) annual leave days after such donation is made. The Sick Leave Bank is for the benefit of a Non-Management Unit member who is absent on account of non-job related, long-term disability and who has used all his or her sick leave, whether or not such employee has contributed to the bank or is expected to return to work. This Section shall not enlarge an employee's right to continue employment under preexisting statute, contract provision, or regulation.

The Bank will operate on a fiscal year basis from July 1, 1995, and will be administered by a joint Labor-Management Committee selected by the VSEA and the State.

Non-Management unit members will be notified of the months in which donations may be made, twice per fiscal year. Not more than one hundred fifty (150) unused bank days may be carried over from fiscal year to fiscal year.

### **ARTICLE 32 MEDICAL EXPENSES**

1. Employees exposed to hazardous physical, biological, or chemical agents shall be provided, at no cost to the employee, with medical examinations or evaluations required by VOSHA regulations. If there are no specific VOSHA regulations or standards for the agent in question, recommendations of the National Institute of Occupational Safety and Health (NIOSH) or other generally recognized expert organization shall be used, as determined by the Commissioner of Health.

2. Employees determined by the Health Department to be at substantial risk for exposure to contagious diseases shall be provided appropriate vaccines. Groups at risk will be defined by the Vermont Department of Health. If no guidelines have been published by the Department of Health, the guidelines published by the Center for Disease Control in Atlanta, Georgia will apply. Vaccines and/or appropriate medical examinations will be provided at no cost to the employee according to applicable guidelines.

3. Any Department wishing to implement a Medical Monitoring Program on or after July 1, 1990, shall do so by conferring with the Health Department, and the Department of Human Resources. Prior to implementation, the Department of Human Resources shall notify VSEA. The parties shall meet within ten (10) days (unless mutually extended) after a request for negotiations by either party and thereafter on a regular basis for a period not exceeding forty-five (45) calendar days, after which the State may implement the program, whether or not the parties have bargained to genuine impasse. The VSEA

shall retain all statutory impasse procedure rights as may be lawfully available to VSEA during the life of this Agreement, provided, however, the State at any time may withdraw its proposed medical monitoring program or terminate without further bargaining a medical monitoring program previously implemented, in which case, such retained statutory impasse procedure rights are extinguished.

### **ARTICLE 33 INJURY ON THE JOB**

1. The State will post at the duty station a notice informing employees that injuries must be reported within seventy-two (72) hours to management. The employer is required to file a First Report of Injury with the Department of Labor and Industry within seventy-two (72) hours and may require employees to assist by filling out portions of the First Report of Injury Forms which will be made available by the employer at the duty station.

2. For an injury relating to the performance of a State job under the special circumstances described below, an employee will be paid the difference between basic salary and Workers' Compensation (as defined in paragraph 4 of this Article) without charge to paid leave:

(a) The injury results from an assault (physical contact by a person, or by an animal). If injuries result from an incident in which the participants are State employees and willing combatants, this Article shall not apply.

(b) An Agency of Transportation employee or a state police officer injured in a highway accident. Payment is barred when it is determined by the VLRB that the employee's negligence equaled or exceeded the negligence or conduct of any other person involved in the accident, or in the absence of such third party, that the employee's negligence was the proximate cause of his or her injury.

(c) A state police officer or a fish and wildlife warden or a motor vehicle inspector is injured in hot vehicular pursuit.

(d) A communications technician while climbing a free standing tower, including atop airport towers. (Not applicable to rooftops)

(e) The provisions of this Article may be extended in other appropriate cases as, for example, to airport firefighters involved in a conflagration.

3. In any such instance, as in all other instances, the determination by the Commissioner of Labor and Industry shall be conclusive on whether an injury is job-related. Pending such determination in any "contested" case by the Commissioner, but not pending any appeal from such determination, the State shall not dismiss an employee for the reason that the injury prevents him or her from performing his or her duties.

If the Commissioner rules in the employee's favor, and the decision is not appealed by the State, the State will try to place the employee in any State job for which the employee meets the minimum qualifications and is willing and able to perform, prior to separation.

An employee who, due to a job-related or non job-related injury is separated from his or her position, but is not retired, shall be granted RIF reemployment rights under the RIF article with the ninety (90) day probationary period. The employee must meet minimum qualifications and be able to perform the duties of the position to which he or she is being reemployed. Such employee will be eligible for health benefit coverage under Section 25 of the Reemployment Rights (Recall Rights) article. If the State determines that an employee is disabled as defined by the Americans with Disabilities Act and such disability prevents the employee from performing the essential functions of his or her position (s)he shall be entitled to utilize the State's Reasonable Accommodation Policy. If utilization of the Policy does not result in a reasonable accommodation, which in some cases may be employment in a vacant position in the employee's own or another department, then the employee will be separated from employment. Such employee shall be granted RIF reemployment rights under the RIF article with the ninety (90) day probationary period. The employee must meet minimum qualifications and be able to perform the essential functions of the position to which he or she seeks to be reemployed. Such employee will be eligible for health benefit coverage under Section 25 of the Reemployment Rights (Recall Rights) article.

4. For purposes of computing benefits under Paragraph 2 of this Article, the term “Workers Compensation” shall be defined and applied as follows:

(a) For all injuries for which a temporary total disability payment is provided, “Workers’ Compensation” means that payment established as compensation for temporary total disability. In computing benefits due under this Article, the amount of money provided as a temporary total disability payment during the period of disability (prorated as appropriate) shall be deducted from the basic salary of the employee, and employer shall compensate the employee to the extent of said difference without charge to any form of paid leave time.

(b) For all injuries for which there is no provision for temporary total disability payments (e.g., only those injuries listed in 21 V.S.A. 648 (19)(A) (B) (C)), the term “Workers’ Compensation” shall mean the statutory compensation (excluding medical and vocational rehabilitation awards) provided. Such statutory compensation shall be prorated on an appropriate basis and deducted from the basic salary of the employee for the period of time during which the employee is unable to work. The employer shall compensate the employee, under this Article, to the extent of the difference between such prorated compensation and the basic salary.

5. An employee injured on the job may be granted unpaid leave in accordance with Off Payroll and Administrative Leaves of Absence Article, of this contract.

## **ARTICLE 34 OFF PAYROLL AND ADMINISTRATIVE LEAVES OF ABSENCE**

### **1. POLICY**

(a) A leave of absence may only be granted to a classified employee who can be expected to return to work provided that, in the opinion of the Commissioner of Human Resources upon advice of the appointing authority, the leave of absence is in the overall best interests of the employee and clearly not detrimental to the State of Vermont. This Article, unless specified, does not apply to employees in original probationary period.

(b) An administrative leave of absence may be granted:

(1) to permit the employee to accept an exempt appointment; or

(2) to enable the employee to perform the duties of a Commissioner for an interim period; or

(3) to enable the employee to stay with family for an extended period due to serious illness or injury to a member of the immediate family or other family emergency when the employee does not elect to have such absence charged to annual leave or has no annual leave; or

(4) to permit an employee to accept temporary assignment with another unit of government in accordance with the provisions of the Federal Intergovernmental Personnel Act, and Title 1, VSA 821, et seq.; or

(5) any other justifiable reason at the request of the employee and with the concurrence of the appointing authority and the Commissioner of Human Resources.

(c) An administrative leave of absence for personal medical reasons may be granted to an individual in original probation as outlined above, provided that such leave will automatically extend the original probationary period for at least the length of the leave, to ensure the working test period for full performance of the job has been met.

(d) An employee shall not be granted a leave of absence from a classified position to accept a temporary position or a contractual arrangement in Vermont State government. However, nothing shall prohibit the appointing authority from recommending, and the Human Resources Commissioner granting, a leave to accept a limited service classified position in a different or same department or agency.

(e) An employee granted a leave of absence without pay shall not receive annual and sick leave credits for the period of absence, nor shall such time be counted in determining the rate of annual and sick leave accrual and reduction in force rights.

(f) All leaves of absence must be approved in advance and must be for a definite period of time with an established date for return to duty, which, on request of the employee, may be extended or shortened at the sole discretion of the appointing authority.

(g) No leave shall be granted for a period longer than six (6) months, but such leave may be extended under the same conditions not to exceed an aggregate of eighteen (18) months in a five (5) year period of employment. However, an employee injured on the job may be granted leave for up to two (2) years in a five (5) year period and shall not be denied such, extra leave solely because a claim under Workers Compensation is being contested. An employee granted leave in accordance with the provisions of the Federal Intergovernmental Personnel Act shall be granted leave for a two (2) year period which may be extended for an additional two (2) years. In the event a conflict arises between the provisions of this policy and the Intergovernmental Personnel Act, the provisions of the Act shall prevail.

(h) Exempt Employment

(1) An employee who accepts an exempt appointment shall:

(i) be entitled to an indefinite leave of absence from the classified service while remaining in the exempt position. Such a leave shall not guarantee the employee's return to the previous or any other classified position.

(ii) Employees wishing to return may compete for vacant positions under rules of restoration, or may be appointed in compliance with Title 3, V.S.A. 220.

(2) SALARY ON RETURN:

(i) Exempt employees employed under a "classified" pay plan who return to classified employment will be entitled to a salary which will be calculated as if they had been continuously employed in classified service. This applies to salary, leave accruals, accrual rates and step dates. Such employees will not be entitled to retain pay, leave or other benefits which exceed that which they would otherwise be entitled to had they remained in the classified service.

(ii) Employees who return from exempt positions not included in a "classified" pay plan shall have their salaries computed as a "restoration" except that any merit increases received as an exempt will be factored into the "restoration" salary.

If this amount is less than the employee's exempt salary, pay may not be reduced unless the employee received increases upon entry or while in exempt service which would have exceeded those increases allowed under the "classified" pay plan.

If this amount is higher than the exempt salary, pay may be increased to that step in the new grade which is next higher than the exempt salary, to determine the minimum rate for restoration purposes.

In all instances the employee shall be placed on a step in the new grade not less than the end of probationary rate, nor more than the maximum.

(3) On return to a classified position, employees shall be entitled to unused sick leave credits placed in his/her account when (s)he separated from the classified service; and have the prior classified and continuous exempt service count in determining the rate of accrual of annual and sick leave.

(4) Annual leave shall be paid as a lump sum with the effective date of the indefinite leave from the classified service. This provision shall not apply if the exempt position has leave benefit accruals attached to it and the employee's current balances can be transferred to the exempt position.

(5) For an employee who accepts an exempt position which is afforded classified benefits, the annual and sick leave accrued in the classified service may be carried into the exempt service, if the hiring authority so elects.

(6) If the employee returns to the classified service from the leave of absence status, he or she may retain only those sick leave balances which would have been in place had the employee not left the classified service, and which are not compensated by the Appointing Authority in the exempt position on termination or transfer.



- (i) An employee granted leave of absence without pay for medical reasons (unless receiving Workers' Compensation) may elect to do so only after using sick leave credits in excess of one hundred twenty (120) hours.
- (j) Off Payroll
  - (1) A classified employee, including those in original probationary status, may be granted time off the payroll for short periods when it is necessary to be absent from duty and the employee has no accumulated annual leave, personal leave, compensatory time off, or - in the case of a leave request for injury or illness - sick leave credits. Such off payroll time may not exceed a full pay period. Absences for less than the full pay period shall not be considered a "leave of absence". If it is anticipated that an employee will be unable to work for more than a full pay period, a leave of absence may be granted as outlined in this Article.
  - (2) A classified employee who does not report for work or who is absent from duty during any portion of a workday and who does not have authorization for such absence shall be considered "absent without leave". Any such absence shall be without pay, and, in addition, may be grounds for disciplinary action.
 

However, an absence which is not authorized in advance may be covered by a retroactive granting of leave if the circumstances warrant.
- (k) A classified employee shall not accrue annual leave or sick leave if off payroll or on a leave of absence for twenty (20) hours or more in any pay period.
- (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 compensatory 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 35  
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 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 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 36 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. An employee may request that the reasons for a denial of any such leave be provided in writing.

(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 37 TUITION REIMBURSEMENT**

1. Eligibility for tuition reimbursement is subject to the following criteria:

(a) The employee's written career plan for courses (or degree requirements) not related to the employee's present position must be approved by the appointing authority and the Commissioner of Human Resources or designee(s).

(b) The course is post-secondary and/or graduate level taken at a properly accredited educational institution.

(c) As determined by the State, the course must:

(1) Increase the employee's expertise in his or her present position, or other career-related positions in State service; and/or,

(2) Fulfill the requirements of a degree program, which will also meet the above criteria.

(3) Have begun after the effective date of this Agreement.

(d) Non-credited courses, classes or seminars which are job-related may be approved by the Commissioner of Human Resources, whether or not they are provided at a properly accredited educational institution.

2. Representatives of the VSEA and the Department of Human Resources shall meet periodically to review and discuss administrative guidelines concerning implementation of this program.

3. An employee may appeal the denial of tuition reimbursement by the Commissioner of Human Resources if the basis for that decision was that a course was not considered related to an employee's job or career development. At the request of VSEA or employee, an arbitrator jointly selected by the parties shall resolve any such dispute in an expedited, informal procedure, with any costs to be shared equally by the VSEA or employee and the State.

4. Written requests for reimbursement will be first submitted to the employee's own department which may determine if its own department's funds will be allocated in whole or in part. Such decision shall not be subject to appeal or grievance.

5. The employee may then request reimbursement from the Tuition Reimbursement Fund, for any remainder. The application shall be submitted to the Department of Human Resources before the course begins. For courses beginning between January 1st and June 30th, applications must be submitted by U.S. mail to the Department of Human Resources and must be postmarked between November 7th and November 21st. For courses beginning between July 1st and December 31st, applications must be submitted by U.S. mail to the Department of Human Resources and must be postmarked between May 25th and June 7th. The Department of Human Resources, following consultation with the VSEA, shall have the discretion to allow applications through the internet. Applications will indicate which course is the employee's first priority and which course is the second priority. If there are insufficient funds to cover all of the first priority course applications, all timely submitted applications will be combined in a receptacle and one representative each from the State and VSEA will draw out applications until all of the available funds for that semester are committed for first course tuition reimbursement. If all first priority courses are funded, the above drawing process will be used to determine which second priority courses will receive tuition assistance. Beginning July 1, 2008, ninety thousand dollars (\$90,000) will be made available for courses beginning between July 1 and December 31, and ninety thousand dollars (\$90,000) will be available for courses beginning between January 1 and June 30. Applications will only be accepted for the current semester.

#### **CRITERIA FOR REIMBURSEMENT**

6. The maximum reimbursement under this Article shall not exceed eighty percent (80%) of the actual out-of-pocket cost for tuition; provided, however, that reimbursement shall not exceed three hundred fifty dollars (\$350) per credit. Employees may not be reimbursed for costs reimbursed from other sources.

7. When combined with other government sources, reimbursement, from this fund shall not be in an amount which exceeds ninety (90%) of the total.

8. Tuition reimbursement shall not exceed twelve (12) college credits or equivalent per year, and shall not exceed two (2) courses (for no more than eight (8) credits) within a six (6) month period (July-December, January-June). Subject to availability of funds, reimbursement for more than twelve (12) credits in a fiscal year may be made at the discretion of the State.

9. The employee must complete the course with a passing grade, and must submit to the Department of Human Resources a copy of the final grade received.

10. Approved courses shall normally be taken during off-duty hours. Other arrangements are subject to the approval of the appointing authority and the Commissioner of Human Resources.
11. The State shall not be required to reimburse any employee if the total expenditures from this program reaches one hundred eighty thousand dollars (\$180,000), plus an additional amount for administrative expenses for each fiscal year for the Non-Management Unit. The State will continue to charge to this program the actual administrative and staff costs to run the program, not to exceed fifteen percent (15%) above the amounts listed above per fiscal year, to be prorated between the Non-Management and Supervisory tuition programs. Monies not spent or which are reverted in the first fiscal year of this contract shall be available for tuition reimbursement in the second fiscal year. Monies not spent or which are reverted for courses beginning July 1 - December 31 shall be available for tuition reimbursement for courses beginning January 1 - June 30 in each fiscal year.
12. Nothing in this Agreement shall prevent Departments from paying for courses related to job duties and departmental career development under State Personnel Policy 15.0 or 15.1. Requests for reimbursement processed under this section shall have met with departmental approvals required under such State policy(ies).
13. Nothing shall prevent the Department of Human Resources from entering into agreements with colleges for voucher arrangements where the amount approved in advance of the course can be paid directly to the college on completion of the course with a passing grade. No such agreement shall obligate the state for any expenses not otherwise reimbursable under this article.
14. Reimbursement from this Fund shall not be used for courses where attendance is required by the department or agency.
15. In unusual circumstances where the State is not able to enter into agreements with the institution for direct payments, the State may grant an advance to the employee subject to administrative guidelines to be developed jointly with the VSEA, which may also include repayment or exclusion from the program if the employee fails to complete or pass the course. Written proof of reimbursable payments (a bill) must be submitted to the Department of Human Resources.
16. Employees approved for tuition reimbursement prior to being officially notified of their reduction in force, shall be eligible only for that tuition already approved.
17. In circumstances where the State is not able to enter into agreements with the institution for direct reimbursements, the State may grant an advance payment to the institution subject to administrative guidelines to be developed jointly with the VSEA, which may also include repayment or exclusion from the program if the employee fails to complete or pass the course. Written proof of reimbursable payments (a bill) may be required by the Department of Human Resources.

## **ARTICLE 38 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 provisions 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 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 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 status or leave of absence, 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.

<b>Length of Military Service</b>	<b>Return Time</b>
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 39  
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 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 40  
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 practical.

An employee covered by this Article shall be entitled to carry a pager while on duty.

#### **ARTICLE 41 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 42 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 or 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 43 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 (except Workers' Compensation leave after July 1, 1995,) or, suspension without pay; shall be entitled to ten (10) hours of personal leave. Such leave hours shall not be compensable in cash, convertible to other forms of leave, or accumulated from fiscal year to fiscal year, except that any personal hours earned during the last three (3) month period of a fiscal year may be used in the 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. Personal leave accrual and eligibility criteria shall be pro-rated, as appropriate, for permanent part-time employees.
5. 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 44 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. The State shall designate one (1) person in each district area who will be responsible to call the Secretary of Administration or his/her designee if office, weather or other conditions exist which suggest closing is appropriate.
3. In facilities that must remain in operation 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 employee's regular pay.

#### **ARTICLE 45 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 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 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 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 day of 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 payroll 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 7 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 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 46 PAY CHECKS

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

**ARTICLE 47  
HIGHER ASSIGNMENT PAY**

1. An employee who, in the absence of an incumbent, is assigned by the appointing authority:
  - (a) To perform a majority of those duties of the higher level job which are substantially different from his or her own duties; or,
  - (b) To assume the responsibilities of a higher level supervisory or managerial job without any substantial change in duties; shall, commencing with the fifth consecutive workday (or the fourth consecutive work day if working an alternate work schedule of four (4) ten (10) hour workdays) in which the employee actually worked a full shift, be eligible for higher assignment pay, retroactive to the first day worked.
2. Effective July 5, 1992, the amount paid shall be a differential rate equal to the same rate as the "rate on promotion" in the Salary article. In no case shall it exceed the maximum or be less than the minimum of the pay grade of the higher level position.
3. An employee's overtime category shall not change when working in this status.
4. Nothing herein shall prevent the State from filling vacant positions through the merit system under applicable Rules and Regulations for Personnel Administration, including reallocation or administrative appointment on an interim basis.
5. The position must be at least one (1) pay grade higher than the employee's own pay grade.
6. Provisions of this Agreement do not apply to and do not conflict with 6.076 of the Rules & Regulations covering "alternate rate" for seasonal employees who are regularly scheduled to alternate between two sets of duties.
7. Employees in the following categories shall not be eligible:
  - (a) positions designated as trainee classes
  - (b) automatic promotion classes
  - (c) employees whose class specifications clearly require them to fill in and assume the higher level duties.
8. Employees assuming a supervisory position in an institution where the policy requires such a person to be in a "charge" or command position, shall be eligible for this differential for each full shift actually worked, and shall not be subject to the five (5) or four (4) consecutive days eligibility criteria in Section 1, above.

**ARTICLE 48  
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 49  
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 (1) 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-payment for non-preferred brands shall be twenty percent (20%). There shall be a maximum out of pocket by the patient, in addition to the deductible, of six hundred seventy-five dollars (\$675), 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 Benefit 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 drug list promptly. The parties must consider each other's positions in good faith. During any year, the Pharmacy Benefit 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:

- (1) includes a membership larger than the groups currently covered by the state employees' health plans; or
- (2) alters the structure of the state's current health plan offerings or their operating foundations; or
- (3) has an impact on plan benefits; or (4) 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 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 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.

(f) The VSEA will encourage employees and retirees with problems or questions concerning the administration of health care claims to directly raise those concerns with the Benefits Division of the Department of Human Resources. The Benefits Division will work cooperatively with employees or retirees to resolve such questions. If such questions or concerns are not resolved and the VSEA becomes involved in the issue, the Benefits Division shall work cooperatively with the VSEA to seek a resolution.

**ARTICLE 50  
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 on 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 percent (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 percent (25%) of the premium, in advance of its due date, for the duration of the leave.

4. Any employee may request the finance 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 sub section 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 Life Insurance program shall be done within the first sixty (60) days of employment.

## **ARTICLE 51 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 percent (80%) (for Class II) and fifty percent (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 (100%) of the premium for the dental insurance policy for employees, and their dependents, as defined in 3 V.S.A. 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 52  
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 53  
EXPENSES REIMBURSEMENT**

1. All State employees, when away from home and office on official 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

In state mid-tour meals are not reimbursable expenses, except for lunches after an overnight stay when away from home and official duty station. State employees participating in meetings, seminars, conventions, training or conference sessions shall be reimbursed for out-of-pocket meal expenses incurred without regard to location of the meal or meal maximum provided the meal is a necessary part of a prearranged or programmed meeting in which all participants are served from a pre-selected menu with no control over the cost of the meal. "Necessary" means the employee must attend the meal and the employee must pay for the meal. In certain cases, 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 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

meal during any eight hour period unless (s)he is required to work overtime at least four (4) hours, away from home or regular duty station.

The provisions of this paragraph shall not apply to highway maintenance workers on official duty within their normal district assignment; however, such employees shall be eligible for paid meal time while in an overtime status.

(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 midday 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.
9. Notwithstanding any provisions of this Article to the contrary, employees assigned to the classification Insurance Examiner A & B, Insurance Examiner Trainee and Principal Insurance Examiner shall receive a per diem in lieu of all other expense reimbursement specified herein while out of state on an assignment which is reasonably anticipated to last longer than thirty (30) days. The rates for the per diem shall be determined by reference to and in accordance with standards developed and recommended by the National Association of Insurance Commissioners.

#### **ARTICLE 54 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 55 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) shall effective with the first full payroll period in July 2001, receive an allowance of sixty-five dollars (\$65.00) 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 56  
UNIFORMS**

**1. UNIFORMS**

- (a) Uniform policies in effect prior to the effective date of this Agreement shall remain unchanged unless modified in accordance with this Article.
- (b) Any uniform policies initiated by management after the effective date of this Agreement shall provide the employee with:
  - (1) The uniform itself or an allowance sufficient to cover the initial purchase of the uniform(s), and
  - (2) Any necessary cleaning and maintenance.
- (c) 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.
- (d) 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".
- (e) The State shall supply and maintain white or pastel kitchen work uniforms for persons who prepare and/or serve food at the Vermont State Hospital and the Vermont Veterans Home.
- (f) Employee uniform policies shall be an appropriate topic for discussion for Department Labor Management Committees.
- (g) The Department of Forests and Parks may purchase clothing for its employees in the Non-Management Bargaining Unit pursuant to the recommendation of the Department's ad-hoc committee and the approval of the appointing authority.

**2. CLOTHING - TRANSPORTATION EMPLOYEES**

- (a) Transportation workers' clothing to be distributed annually no later than September 1 shall consist of the following:
  - One (1) blaze orange sweatshirt or two (2) tee shirts for current employees
  - Five (5) tee shirts for new hires
  - Two (2) pairs of gloves
  - One (1) pair of boots (the employee may opt to receive either a winter or summer boot, and may select a better quality boot from the vendor, at his/her own expense for the difference in the cost from the boot otherwise provided by the State).
  - One (1) summer hat
  - One (1) winter hat
- (b) Eligible Transportation Agency classes or positions:
  - AOT Motor Equipment Technician
  - AOT Area Equipment Technician
  - Bridge Maintenance Mechanic I, II, & III
  - Building Custodians-Garage
  - Equipment Operator A & B
  - Maintenance Mechanic A & B
  - AOT Maintenance Worker I, II, III & IV
  - Marking Crews-Traffic
  - Motor Equipment Mechanic A & B
  - Sign Crews & Painter-Traffic
  - Storekeepers-Districts
  - Storekeepers-Garage
  - AOT Senior Maintenance Worker
  - Transportation Technician (boring crew positions only)
  - Transportation Technician (Planning Traffic Research Division)
- (c) The Agency of Transportation will make a good faith effort to provide some or all of the above-referenced clothing for new, bargaining unit employees in eligible classes during the fiscal year.



**3. CLOTHING - NON-TRANSPORTATION EMPLOYEES**

(a) Employees in the classes listed below, except Agency of Transportation and those provided with uniforms under Section 1 above, shall receive a twenty-five dollar (\$25) allowance at the beginning of each fiscal quarter for the purpose of purchasing indoor work clothes.

- Armory Caretaker
- BGS Motor Equipment Mechanic
- BGS Sprinkler System Specialist
- Buildings HVAC Specialist
- Buildings Systems Specialist
- Custodian I, II, III
- Equipment Operator A, B & C
- Liquor Maintenance Worker
- Maintenance Mechanic A & B
- Maintenance Mechanic I & II & III
- Military Storekeeper and Stock Clerk B in Military Department
- Motor Equipment Mechanic A, B & C
- Reproduction Machine Operator I, II & III & IV in the Department of Buildings and General Services
- State Buildings Electrician
- State Buildings Plumber

(b) The Buildings and General Services Department shall provide to each employee in the positions listed in Appendix J one (1) pair of safety shoes or boots, whichever the Department determines is appropriate. The shoes and boots shall be replaced on a direct exchange basis.

(c) The Buildings and General Services Department shall provide to each employee in the positions listed in Appendix J two (2) work shirts annually.

**4. CLOTHING - DMV INSPECTOR**

(a) Permanent status employees in the class Motor Vehicle Inspector III, or Motor Vehicle Criminal Investigator who are required to wear civilian clothes shall receive a clothing allowance of one hundred twenty dollars (\$120) per calendar quarter. New employees shall receive a clothing allowance of one hundred twenty dollars (\$120) per calendar quarter for calendar quarters which commence subsequent to their completion of any required probationary period.

(b) The allowance will be paid so long as the employee is assigned to the Motor Vehicle Inspector III class and required to wear civilian clothing. The quarterly clothing allowance may be prorated accordingly if an employee becomes eligible for, or leaves the class, during a calendar quarter. Cleaning privileges will be allowed to the extent the Department otherwise has cleaners under contract for uniformed personnel.

5. Effective July 1, 2001, Information Center Division employees of the Department of Buildings and General Services, who are required to clean and maintain work uniforms (except State-issued blazers), shall receive thirty-seven dollars and fifty cents (\$37.50) per year in full satisfaction of any obligations under paragraph 1(b)(2), above. Such payment shall be made on or before December 1st of each year.

**ARTICLE 57  
EMPLOYEE HAND TOOLS**

1. The State will provide a reasonably convenient and secure place for the storage of mechanics' and craftsmen's personal tools required by the State for the performance of their jobs.

2. The State will conduct an initial inventory and thereafter random inventories of the employee's personal tools to determine the current replacement cost. Failure of the employee to allow the inventory, releases the State of all liability for losses from fire or theft.

3. The maximum reimbursable dollar value of personal tools stored on State premises is two thousand dollars (\$2,000). This may be increased with the specific written approval of the appropriate appointing authority.
4. If employee's personal tools are lost or destroyed by theft or fire, the State will investigate to document that the tools were in storage and that the loss was not caused by the employees' negligence. An investigation report with the inventoried value of the tools stolen or destroyed will be provided to the employee for submitting a claim for restitution. The State will expedite the processing of such employee claims.
5. If the investigation shows the tools were in secured storage and the employee not guilty of negligence, the State will either lend the employee the basic tools necessary to continue work, assign other work until the claim is settled and/or replacements obtained.
6. For purposes of this Article, an employee's personal tools shall be considered to be in secure storage when they are stored in any State-owned or leased facility or vehicle and the employee has taken all reasonable measures to ensure their safety.
7. Supervisors shall inform employees when hired and periodically which personal tools are required as a condition of employment. Such notification shall be in writing with a complete list of personal tools required by the State.
8. The State shall provide employees with a tool allowance of eleven dollars and fifty-four cents (\$11.54) per pay period to cover the cost of maintaining and repairing tools the employee provides as a condition of employment. The State may require receipts.
9. With the approval of the Secretary of Administration, the State will support legislation introduced to allow the statutory limit of two thousand dollars (\$2,000) to be raised up to five thousand dollars (\$5,000) for State employee hand tools.
10. The Highway division will supply all hand tools required in an engineering or engineering technical position, including calculators and batteries or access to a recharging device.

## **ARTICLE 58 INSTITUTIONAL NURSES SCHEDULE**

The Departments of Mental Health, Corrections, and the Veteran's Home, may establish alternative workweeks for institutional Nurses (RN's and LPN's) consisting of three (3) twelve (12) hour workdays, in a pay period.

The employee will be compensated for forty (40) hours at their regular hourly rate. Overtime will be paid for all hours actually worked in excess of twelve (12) in one (1) day or forty (40) in a week at the appropriate overtime rate. Overtime in excess of thirty-six (36) hours but less than forty (40) will be paid at straight time rates.

Establishing such shifts shall be subject to the following principles:

1. The department may opt to establish such shift or not, and may select to which institutions, units, or nursing classes this will apply.
2. Departments must have approval of the Commissioner of Human Resources.
3. The Commissioner of Human Resources shall notify the VSEA. The parties shall meet within ten (10) days (unless mutually extended) after a request by VSEA to negotiate the impact of this decision, and thereafter on a regular basis for a period not exceeding forty-five (45) calendar days. At the end of the forty-five (45) day period, the State may implement the decision without further negotiations or recourse to the statutory impasse procedure.
4. This agreement shall not create or diminish other rights to employees, and shall not require the departments to participate. Nor shall it create a presumption about other classes or non affected employees.
5. Departments may reassign employees to a regular work schedule after giving two (2) weeks notice and may also establish biweekly schedules using a combination of a regular work schedule and an alternative schedule under this section within a biweekly pay period.

6. Absent employees to efficiently staff a shift schedule, the department may elect to not use the schedule for a temporary period of time, after giving the employees two (2) weeks notice.
7. On request of a local management committee, alternative schedules which are similar in concept may be suggested which shall then be reviewed in accordance with Section 3 of this Article.

**ARTICLE 59  
COST SAVINGS/EFFICIENCY AWARDS**

The Commissioner of Human Resources shall have discretion to grant meritorious awards to any employee based upon the adoption of the employee's cost savings/efficiency suggestion.

**ARTICLE 60  
PESTICIDE APPLICATION DIFFERENTIAL**

All Non-Management Bargaining Unit employees 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. Only an employee who is licensed or certified as a commercial applicator shall be required or allowed to mix, handle or spray such chemicals. The State may contract out all or part of this function without further negotiations or grievance. This Article shall not apply to the fish hatchery employees engaged in the normal functions of their position.

**ARTICLE 61  
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 62  
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 re-credited 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 re-credited 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 63 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 Management Rights Article. 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 (5) 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, and a “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.S.A., 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 4 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 (1) 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 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 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 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 64 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 within 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 (1), 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, plus any extension thereof, 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) week 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(l)(a) 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 (one hundred sixty (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 (4) four 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 payout 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 (1/2) 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 (2) and (3) 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 subsections 2 and 3 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 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 65 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 his/her 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 66 WORKPLACE ANTAGONISM**

1. The State of Vermont endeavors to provide the highest quality public service to its citizens. The State and Union agree that this can best be achieved by a work environment in which all employees are treated with respect and dignity by each other. Employees are expected to act in a manner which does not unreasonably interfere with another employee's ability to perform their work.

If an employee believes that he or she cannot perform his/her work because of unreasonable interference caused by another employee's antagonistic, belligerent, and/or malicious acts, the impacted employee is encouraged to communicate directly, either verbally or in writing, with the other employee in an effort to resolve the situation. If the impacted employee is unwilling to communicate directly with the other employee, or if such efforts have failed to resolve the situation, the impacted employee may attempt to resolve the situation in the following manner:

(a) The impacted employee can request the assistance of a supervisor, a personnel officer, a manager, a VSEA representative, or a VSEA steward to facilitate informal resolution of the situation;

(b) Either employee can request the assistance of Employee Assistance Program (EAP) personnel to facilitate an informal resolution of the situation;

(c) The employees may agree to utilize the Alternative Dispute Resolution procedures set forth under Article 15, Section 10, of the Contract, with the exception of those provisions pertaining to the grievance process, to facilitate an informal resolution.

In attempting to resolve the situation, the parties agree to pursue the above-mentioned remedies in the sequence outlined above.

The parties agree that no aspect of the situation; the informal resolution process, including but not limited to the assistance of supervisors, personnel officers, managers, VSEA representative, stewards, and/or Employee Assistance Program (EAP) representatives and/or the Alternative Dispute Resolution process; and/or any of their outcomes, shall be grievable.

This article is not applicable to and does not limit those rights set forth elsewhere in this Contract pertaining to employees who believe they are being harassed on the basis of a legally protected characteristic identified in this Contract, or in State or Federal law, including, but not necessarily limited to, race, religion, color, sex, national origin, disability, sexual orientation, or age.

#### **ARTICLE 67 AGRICULTURAL STORAGE SPACE ALLOWANCE**

1. Agency of Agriculture employees, in the classes listed below who,
  - (a) are regularly assigned to work in the field; and
  - (b) are not receiving an office allowance under the provisions of this Agreement; and
  - (c) are not provided with regularly assigned access to work or storage space where work related materials and equipment may be stored; and
  - (d) are required by the nature of their job, and/or at the direction of a supervisor, to store some quantity of job required equipment, materials, manuals, samples, etc., and/or use space for some work-related assignments, which may include receiving and making business phone calls; and
  - (e) dedicate such space only for the convenience of the State; shall, effective for the first full payroll period in July 2001, be eligible to receive an allowance of thirty-two dollars and fifty cents (\$32.50) per pay period as full compensation for any and all costs and inconvenience incurred as a result of providing storage space and business use of space in their residences for work-related purposes.

The allowance shall be an amount equal to fifty percent (50%) of the Office Allowance rate in this Agreement.

2. The eligible classes, or associated classes, in the Agency of Agriculture are:

Agriculture Resource Management Specialist  
Meat Safety Compliance & Enforcement Specialist  
Food Safety Specialist  
Food Safety Specialist Trainee  
Animal Health Specialist  
Agricultural Consumer Assurance Inspector  
Dairy Products Specialist I, II and III

3. Effective for the first full payroll period in July 2001, Department of Motor Vehicles employees in the class Commercial Vehicle Enforcement Inspector shall be eligible for the benefit provided by this Article if they otherwise qualify under the provisions of Section 1(a) - (e) above. Commercial Vehicle Enforcement Inspectors who have assigned State office space, or who receive home office allowance, are not eligible for this benefit.

**ARTICLE 68**  
**SPECIAL SNOW SEASON STATUS**

1. In recognition of outstanding dedication and service to the people of the State of Vermont during the winter storm season, Agency of Transportation (AOT) personnel in the classes listed in Section 6, below, who are normally required to work overtime hours on special snow season shall be on "Special Snow Season Status" for the duration of the special snow season, and eligible for the benefits of this article. Overtime work is a requirement for AOT personnel during snow season. Therefore, notwithstanding other provisions of this contract, requests for exclusions from overtime work shall not be applicable during snow season. Valid medical requests for exclusion from snow season status shall be granted. "Special Snow Season Status" shall mean that an employee must be immediately reachable by telephone, beeper, or cell phone and must report to work within thirty (30) minutes or their normal commute, whichever is greater, upon being reached. For those employees who elect to be reached by beeper, calling the beeper number shall be regarded as reaching the employee.

2. Notwithstanding any contrary provision of the On-Call, Standby Duty and Available Status Article, Sections 1 or 2, each employee on snow season status shall be compensated by receiving up to seventeen hundred dollars (\$1700) for each fiscal year, which shall be the only compensation for being on "Special Snow Season Status" for the entirety of the special snow season, which shall begin on December 1st and run until April 1st. Snow season compensation shall be paid in equal installments during the snow season, on a bi-weekly payroll period basis starting with the first full payroll period in December, except as otherwise provided in this Article.

3. Compensation for snow season status shall be prorated, on a per workday basis, during a snow season payment period if an employee is not able to respond due to absence on authorized leave (paid or unpaid), or if (s)he is on approved pre-noticed off-duty absence, or if otherwise excused by the appointing authority/designee.

4. In the case of personnel who become permanent status employees during the special snow season and who are required to place themselves on Special Snow Season Status, the snow season compensation will be prorated in relation to the remaining number of workdays left in the snow season payment period after they attain status.

5. Subject to the provisions of Article 14 and 15, employees who subsequently fail to comply with the requirements of this "status", shall: on the first instance receive an oral reprimand; and on the second instance lose snow season compensation for the entire snow season payment period during which the offense occurred; and in subsequent instances shall lose snow season compensation for the rest of that snow season or, alternatively, the State may impose discipline up to and including dismissal. In any such case(s), the employee will still be required to comply with the requirements of snow season status.

6. The following classes of employees are generally eligible for this snow season status for the general duties of their classification:

- Senior Maintenance Worker;
- Transportation Maintenance Worker I, II, and III;
- Motor Equipment Mechanic A, B, and C;
- Stock Clerk;
- Bridge Maintenance Mechanic;

However, the appointing authority shall decide which classes in each district shall be eligible for the Special Snow Season Status. Employees in the above classifications, who are not otherwise required to be eligible for snow season status, may volunteer to perform other snow season duties outside the general duties of their class. If selected, such employees will be treated as if mandated to be on snow season status.

AOT employees, other than those referenced above, may volunteer to participate in the Special Snow Season Status in an auxiliary capacity. If the employer elects to allow a volunteer to participate, she or he shall receive one-half (1/2) of the snow season benefit otherwise due.

**ARTICLE 69  
COMMUNICATIONS TECHNICIAN DIFFERENTIAL**

Communications Technicians A & B shall receive a differential of thirty dollars (\$30) per diem for each day on which they are required to climb in excess of thirty-five (35) feet from the base of a communications tower. If a tower is atop a building the base will be considered the top of the building.

**ARTICLE 70  
CLIENT OBSERVATION**

When one-to-one observation of a client is necessary, management will try to ensure that employees do not have to monitor clients of the opposite sex.

**ARTICLE 71  
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 72  
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 73  
AOT APPRAISERS**

Employees in the Agency of Transportation who were employed by the agency as an appraiser prior to July 1, 1992, and who are subsequently required in writing by the appointing authority to be licensed as a real estate appraiser, as licensed by the State of Vermont, shall be eligible for reimbursement up to one hundred dollars (\$100) maximum for their license. This does not apply to any employee hired into such a position after July 1, 1992.

**ARTICLE 74  
SEPARABILITY**

If any provisions of this contract, or the application of any provision 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 75  
TRANSPORTATION RESIDENT ENGINEER ALLOWANCE**

1. Effective with the payroll period beginning April 6, 2003, Agency of Transportation, employees in the classes listed below shall be eligible to receive a lump sum payment of one hundred ten dollars (\$110) per pay period, for each full pay period during which they are specifically designated, in writing, by the appropriate AOT appointing authority, to be the "Resident Engineer" on one or more construction project(s), and when they meet all of the following criteria:

(a) the employee is specifically assigned by the appointing authority to perform Resident Engineer duties, as outlined in the AOT Standard Specifications for Construction, Section 105.10, which requires that the Resident Engineer: have immediate charge of the engineering details of the construction project; and, be responsible for the administration and satisfactory completion of the project; and, have the authority to reject defective material and suspend any work that is being improperly performed and withhold payment until work has been corrected, and

(b) during the pay period, the employee is required to assume overall responsibility for the project(s) as outlined in AOT Standard Specifications for Construction, Section 105.10, above, and

(c) the employee is specifically assigned to perform such duties for at least a full pay period, and

(d) a majority of the duties are performed on the construction site(s) in the field while actual construction activities are being performed by the contractor.

2. In no event shall a qualified employee receive such lump sum payment(s) for more than fifteen (15) pay periods per calendar year. The Secretary of the Agency of Transportation, at his/her sole discretion, may elect to extend these lump sum payments for more than fifteen (15) pay periods per calendar year in unusual circumstances.

3. The eligible classes for this payment are:

AOT Technician III, IV, V, and VI

AOT Civil Engineer II, III, IV, and V

With mutual agreement of the VSEA and the State, additional eligible class titles may be added to this list during the life of this Agreement, as necessary and appropriate to accommodate changes in class titles, establishment of new classes, or assignment of resident engineer duties to other existing classes.

**ARTICLE 76  
AGENCY FEE**

1. Pursuant to 3 V.S.A. 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.

#### **ARTICLE 77 SHORT AND LONG TERM DISABILITY AND SICK LEAVE STUDY**

The parties shall establish a study committee with equal representation from the State and the VSEA to study a long-term disability benefit, appropriate trade-offs and related issues. The committee may also consider and study issues related to section 457 retirement plans.

#### **ARTICLE 78 SPECIAL TEAMS**

Non-Management employees who are assigned and serve on Department of Public Safety Special Teams for which compensation to members is provided by Article 55 of the State Police collective bargaining agreement shall receive the same compensation for such service as is provided in Article 55, subject to the same terms and conditions established in Article 55.

#### **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 V.S.A., Section 925, is in progress, negotiations will be extended no more than ten (10) calendar days beyond the date on which the fact finder 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 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, 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 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 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 (1) 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 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 class to another class.

**REASSIGNMENT** - the change of a class from one 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 right.

**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 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 (24) 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 WOODSIDE YOUTH CENTER**

1. Effective July 4, 1999, employees, covered by this agreement, who are assigned to work schedule "A" (fifty-nine (59) hours) shall be paid for all hours worked per tour of duty, except that 13.684 hours of sleep time (4.561 hours per night) per tour of duty shall not be considered as time worked so long as the employee is able to sleep at least five (5) hours each night. Hours worked in excess of forty-two and

three-quarters (42.75) per work week, but not more than 45.316 per work week, shall be paid in cash at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. A "work week" shall run from midnight Sunday to midnight Saturday.

2. Effective July 4, 1999, employees, covered by this agreement, who are assigned to work schedule "B" and/or "C" (fifty-six (56) hours) shall be paid for all hours worked per tour of duty, except that 10.684 hours of sleep time (5.342 hours per night) per tour of duty shall not be considered as time worked so long as the employee is able to sleep at least five (5) hours each night. Hours worked in excess of forty-two and three-quarters (42.75) per work week, but not more than 45.316 per work week, shall be paid in cash at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. A "work week" shall run from midnight Sunday to midnight Saturday.

3. Authorized time actually worked in excess of 45.316 hours in a work week will be compensated at the rate of one and one-half (1-1/2) times the regular rate. Employees may request and supervisors may grant requests for compensatory time off, at applicable rates for hours actually worked in excess of 45.316 as referenced in this section. Any compensatory time off accrual, earned at this time and one-half rate, may not exceed four hundred eighty (480) hours at any one (1) time.

4. Unless an employee volunteers to work a mutually acceptable night-time schedule, the least senior (defined as the length of continuous State service), full time, Woodside Youth Center Worker A or B, or Woodside Youth Counselor will be reassigned to provide night-time "awake" coverage on a work schedule which shall include working four (4) nights (from 11 PM to 7 AM) and one (1) evening (from 3 PM to 11 PM), per work week. Such reassigned Worker shall be assigned to Overtime Category 14, and if scheduled to work two (2), non-consecutive, regularly scheduled shifts within one (1) twenty-four (24) hour period/workday shall not be considered to have worked overtime.

5. The previous schedule for rotating employees from Schedule A, to B, to C, will remain in effect.

6. Employees hired on or after September 6, 1995, at the Woodside Juvenile Rehabilitation Center as Woodside Youth Center Workers A or B, or as a Woodside Youth Counselor may be assigned to work any of the following schedules without sleeping over at the Center:

(a) four (4) ten (10) hour work days;

(b) five (5) eight (8) hour work days on either the first, second, or third shift;

(c) a three (3) day work week consisting of two (2) fifteen (15) hour workdays and one (1) ten (10) hour work day;

(d) a three (3) day work week consisting of two (2) sixteen (16) hour work days and one (1) eight (8) hour work day;

(e) a three (3) day work week consisting of two (2) fourteen (14) hour work days and one (1) twelve (12) hour workday.

Woodside Youth Center Worker(s) A or B, or Woodside Youth Counselor(s) assigned to one (1) of these above listed schedules shall be compensated for overtime under Overtime Category 14 (time and one-half overtime rate for work in excess of forty (40) hours per work week). In no event shall any applicable holiday premium pay exceed eight (8) hours for a Worker/Counselor assigned to work any of the above referenced schedules. The provisions of the On-Call, Standby and Available Status, and Shift Differential articles shall not apply to Woodside Youth Center Worker(s) A or B, or Woodside Youth Counselor(s) assigned to one of the above listed schedules.

7. Hours actually worked, hours on annual leave, compensatory time off, unworked holidays, paid VSEA leave time, time spent traveling to and from paid training (after deduction of normal commuting time, when appropriate, and time spent eating during the travel time), and personal leave shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation.

8. Overtime under this agreement shall not be pyramided.

9. The provisions of Call-In, On Call, Standby, Available Status and Holiday Articles of the Non-Management Unit Agreement shall not be applicable to Woodside Youth Center Workers A or B, or Woodside Youth Counselor.

10. Leave Usage and Accruals: One (1) day of accrued leave shall be deemed to be eight (8) hours. One (1) twenty-four (24) hour days' absence shall be charged as sixteen (16) hours of leave.

11. Holiday Compensation: The provisions of the Non- Management Unit Agreement, including the eight (8) hour per day limitations contained therein, shall be applicable.

12. This agreement shall not apply to Woodside Youth Center Supervisors.

### **WOODSIDE TEACHERS**

13. The State agrees to reimburse Woodside Teachers for tuition costs paid by the Teachers for courses approved and required by the State to maintain certification. The Teachers 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.

14. The Department will meet and confer with representatives of the Woodside Teachers to discuss appropriate training opportunities for Teachers and other issues of mutual concern.

15. Woodside Teachers will be advanced to the next higher step upon attainment of each of the following levels.

Level 1: BA degree plus fifteen (15) credits towards a Master's degree program approved by the Commissioner of Social and Rehabilitative Services as relevant to their Woodside work.

Level 2: Master's Degree in an approved program.

Level 3: Master's Degree in an approved program plus fifteen (15) credits in courses approved by the Commissioner of Social and Rehabilitative Services as relevant to their Woodside work.

Level 4: Master's Degree in an approved program plus thirty (30) credits in courses approved by the Commissioner of Social and Rehabilitative Services as relevant to their Woodside work.

(a) Credits which were counted at Levels 1, 2 or 3 shall not be counted a second time at Levels 2, 3 or 4.

(b) Step advancement under this Article will take place on their employee's step date next following the attainment of Level 1, 2, 3 or 4.

16. 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.

17. Notwithstanding the provisions of the Salary Article, the Department of Social and Rehabilitative Services shall recommend that the Commissioner of Human Resources approve a newly hired Teacher at Woodside to be hired into range at the step which gives full credit for academic degree and credit attainment hereunder.

18. Teachers 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.

### **APPENDIX D EMERGENCY COMMUNICATIONS DISPATCHER OR E911 CALL TAKER**

The following is the agreement reached by the State of Vermont and the Vermont State Employees' Association, Inc., setting forth and clarifying the overtime compensation and other benefits that will be applicable to employees in the classes Emergency Communications Dispatcher or E911 Call Taker in the Department of Public Safety. This agreement shall be considered to be part of the applicable Non-Management Unit Agreement(s).

1. Emergency Communications Dispatchers or E911 Call Takers will normally be scheduled to work forty (40) hours per week.

2. Hours worked in excess of eight (8) in any work day or forty (40) in any work week shall be considered to be overtime, compensable in accordance with the terms and conditions of the Non-Management Unit Agreement overtime article, except as specified below.

3. Emergency Communications Dispatchers or E911 Call Takers who work two (2), non-consecutive, regularly scheduled shifts within one (1) twenty-four (24) hour period/workday shall not be considered to have worked overtime. This second regularly scheduled shift within one (1) twenty-four (24) hour period-workday shall be considered to be a regularly scheduled workday for purposes of computing an

employee's forty (40) hour work week and eligibility for overtime. A work week shall run from midnight Sunday to midnight Saturday.

4. The Department of Public Safety will make a good faith effort to minimize the scheduling of dispatchers for two (2), non-consecutive, regularly scheduled shifts within one (1) twenty-four (24) hour period.

5. The regular monthly work schedule will be posted in advance by the fifteenth day of the preceding month. Such Schedule may be changed at the discretion of the Department of Public Safety upon one (1) week's prior notice. In the event that an employee, other than a volunteer, is ordered to work a changed shift schedule with less than one (1) week's notice, such employee will be paid an additional half time premium, in cash for all hours worked outside of the published schedule.

6. Short notice overtime opportunities, created by the absence of an Emergency Communications Dispatcher or E911 Call Taker, shall be offered first to on-shift classified employees and then to off-shift classified employees. Short notice overtime opportunity is defined as a Dispatcher's absence from work for which less than twenty-four (24) hours prior notice is given. The Department shall not be required to accept on-shift or off-shift classified employee volunteers for short-notice overtime opportunities if such work would result in an employee working more than sixteen (16) hours in a workday. The Department will try to limit holdover overtime work to four (4) hours, but may assign an employee to work up to eight (8) hours.

7. Effective July 1, 1994, when a permanent shift vacancy arises on any shift, or when a permanent vacancy arises on a rotating shift during the term of that shift, all Emergency Communications Dispatchers or E911 Call Takers within the station will be notified and afforded an opportunity to bid for the vacant shift assignment. Seniority (defined as the length of continuous State service) will be the determining factor in the selection for such shift assignment, subject to the operating needs of the Department. If the Department contends that the operating needs of the Department cannot be met by selecting the most senior volunteer, then the affected employee shall be able to grieve that decision up to, but not beyond, Step III of the grievance procedure.

## **APPENDIX E LIQUOR CONTROL INVESTIGATORS**

The following is the agreement reached by the State of Vermont and the Vermont State Employees' Association, Inc., setting forth and clarifying the overtime compensation and other benefits that will be applicable to employees in the class Liquor Control Investigator for the period April 6, 1986 through June 30, 1988. This agreement shall be considered to be part of the Non-Management Unit Agreement(s).

1. Investigators will normally be scheduled to work one hundred eighty-five (185) hours in a twenty-eight (28) day work period. i.e. four (4) consecutive workweeks. The average scheduled work week will be forty-six and one-quarter (46.25) hours. The average daily schedule will be nine and one-quarter (9.25) hours. All office and phone work will be accomplished within the normal scheduled work week. A "work week" shall run from midnight Sunday to midnight Saturday. Investigators may continue to be assigned to varying work shifts and workweeks to meet the operating needs of the Department.

2. Regularly scheduled hours of work in excess of forty-two and three-quarters (42.75), but not more than forty-six and one-quarter (46.25) per week, shall be paid in cash at the rate of one and one-half times the employee's regular hourly rate of pay.

3. Authorized hours worked in excess of the forty-six and one-quarter (46.25) hour average work week shall be taken as compensatory time off, on an hour for hour basis, during that same work cycle, at the discretion of the appropriate supervisor.

4. Authorized hours worked in excess of one hundred eighty-five (185) hours in a twenty-eight (28) day work cycle which are not taken off as straight time compensatory time, will be compensated at the rate of one and one-half (1-1/2) times the regular rate. Employees may request and supervisors may grant requests for compensatory time off, at applicable rates for hours worked in excess of one hundred



eighty-five (185) as referenced in this section. Any compensatory time off accrual, earned at this time and one-half rate, may not exceed four hundred eighty (480) hours at any one (1) time.

5. Hours actually worked, hours on annual leave, compensatory time off, unworked holidays, paid VSEA leave time, time spent traveling to and from paid training (after deduction of normal commuting time, when appropriate, and time spent eating during the travel time), and personal leave shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation.

6. Overtime under this agreement shall not be pyramided.

7. The provisions of the Call-In, On Call, Standby, Available Status and Holiday Articles of the Non-Management Unit Agreement shall not be applicable to Liquor Control Investigators.

8. Leave Usage and Accruals: Leave shall be accrued on the basis of 4.27 hours, 5.34 hours, 6.41 hours, 7.12 hours, 7.47 hours, 8.54 hours, etc. per pay period (instead of the 4 hours, 5 hours, and 6 hours otherwise referenced in the sick and annual leave articles). One days' absence shall be charged as nine and one-quarter (9.25) hours of leave.

9. Holiday Compensation: The provisions of the Non-Management Unit Agreement, including the eight (8) hour per day limitations contained therein, shall be applicable to Liquor Control Investigators.

## **APPENDIX F AIRPORT FIREFIGHTERS**

The following is the agreement reached by the Vermont State Employees' Association, Inc., and the State of Vermont, setting forth and clarifying the overtime compensation and other benefits that will be applicable to employees in the class Airport Firefighter employed to work at the Burlington International Airport for the Military Department, formerly assigned to Overtime Category 13, for the period April 6, 1986 through June 30, 1988. This agreement shall be considered to be part of the Non-Management Unit Agreement, and provisions herein shall supersede conflicting language of that Agreement.

1. Employees, covered by this agreement, shall have a twenty-one (21) day (FLSA) work cycle (i.e., three (3) consecutive work weeks). The work schedule shall continue to follow the "one (1) day on, two (2) days off" rotation previously utilized by the Department in scheduling Airport Firefighters for work.

2. Each tour of duty shall start at 7:45 AM, and run continuously for twenty-four (24) hours and fifteen (15) minutes (24-1/4 hours). Employees shall be paid for all hours worked per tour of duty, except that three (3) hours and thirty (30) minutes (3-1/2 hours) of sleep time per tour of duty shall not be considered as time worked (for pay or overtime purposes) so long as the employee is able to sleep at least five (5) hours each tour. Meal time shall be considered to be time worked for purposes of regular pay or overtime computation. Regular pay, per twenty-one (21) day work cycle, will normally be one hundred forty-five (145) hours and fifteen (15) minutes (145-1/4 hours), effective September 8, 1986.

3. Authorized hours worked in excess of one hundred forty-five and one-quarter (145-1/4) hours, but not more than one hundred fifty-nine (159), per twenty-one (21) day work cycle will be paid, in cash, at the employee's regular straight time rate of pay. Any authorized hours worked in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle will be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay.

4. Hours actually worked, hours on annual leave, compensatory time off, unworked holidays, paid VSEA leave time, time spent traveling to and from paid training (after deduction of normal commuting time, when appropriate, and time spent eating during the travel time), and personal leave shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation. Overtime under this agreement shall not be pyramided.

5. Leave shall be accrued on the basis of 4.788 hours, 5.986 hours, 7.183 hours, 7.949 hours, 8.38 hours and 9.58 hours per pay period (instead of the 4 hours, 5 hours, and 6 hours otherwise referenced in the sick and annual leave article). Absence for one (1) full tour of duty shall be charged as twenty and three-quarters (20.75) hours of leave.

6. Employees may not be required to sleep except between the hours of 10:00 P.M. and 7:00 A.M.

7. The provisions of the Shift Differential Article of the Non-Management Unit Agreement shall not be applicable to Airport Firefighters.

8. Holiday Compensation: The holiday compensation benefit previously granted to Airport Firefighters prior to April 15, 1986, shall not be changed as a result of this agreement.
9. Shift Swapping: Employees may voluntarily continue to swap shifts for their own benefit under existing guidelines, including pre-approval of the supervisor, accurate record keeping, and required to be "paid back" within a twelve (12) month period in compliance with FLSA requirements.
10. This agreement shall not apply to Airport Firefighter Shift Supervisors.
11. The current practices governing work schedules, leave provisions, alternate rate pay, overtime, etc. as outlined in the FLSA side letter of Agreement, shall remain in effect during the term of this Agreement, and shall be incorporated as an appendix to this Agreement.
12. Airport firefighters shall be eligible for call in pay under the "Call In" Article and for on call or standby the pay pursuant to provisions of "On Call/Standby/Available Status" Article.
13. Airport fire fighting personnel will receive a meal allowance of five hundred twenty dollars (\$520), annually, which will be prorated and paid on a per pay period basis. The State shall support an increase in the federal budget allotment to seven hundred eighty (\$780) annually, and shall provide this increase if it is approved in the federal budget.

### **APPENDIX G ENVIRONMENTAL ENFORCEMENT OFFICER**

The following is the agreement reached by the State of Vermont and the Vermont State Employees' Association, Inc., setting forth and clarifying the overtime compensation and other benefits that will, or will not, be applicable to employees in the class Environmental Enforcement Officer in the Agency of Environmental Conservation commencing April 6, 1986. This agreement shall be considered part of the applicable Non-Management Unit Agreement(s).

1. Environmental Enforcement Officers will be placed in Overtime Category 11 for the purpose of paying time and one-half overtime rates for hours actually worked in excess of eight (8) in any workday or forty (40) in any workweek. A workweek shall run from midnight Sunday to midnight Saturday in accordance with existing policy and practice.
2. Environmental Enforcement Officers shall not be eligible to receive Call-In Pay benefits as provided for in On Call, Standby Duty and Available Status Article of the Non-Management Unit Agreement.
3. Environmental Enforcement Officers, while receiving office allowance, shall be reimbursed the minimum monthly base rate for required telephone service.

### **APPENDIX H COMMERCIAL DRIVER'S LICENSE PROGRAM**

1. Effective immediately, the State, at its discretion, may require as a condition of employment, that any existing and/or newly hired employees in specified positions or classes be eligible for, obtain, and maintain a valid Commercial Driver's License in accordance with the provisions of State statute, subject only to the provisions contained herein. The State will provide to VSEA a list of those classes and/or positions that are initially required to have such license, and will notify VSEA of changes to that list as decisions are made. The determination by the State that a Commercial Driver's License is required shall not be subject to grievance or other litigation, however, and affected employee may request that a Commissioner (or delegated representative) meet with the employee and/or representative to discuss and reconsider the requirement.
2. The State shall provide, or make available, classroom or on-the-job training for obtaining a Commercial Driver's License for those employees who are determined by the State to need such a license. The State will also allow reasonable study time during normal working hours to CDL trainees. Any CDL trainee who needs more study time than is made available, or needs additional assistance, shall discuss the matter with the supervisor or the CDL training staff. Employees who are specifically

required to engage in CDL training or CDL study time outside of normal working hours shall be compensated in accordance with the provisions of the contract.

a. The State will make a good faith effort to provide CDL trainees with pertinent study materials at least thirty (30) days prior to the scheduled license examination date. If employees are hired into CDL positions without a CDL license, they will be provided with CDL training, normally within sixty (60) days of employment into that position.

3. Consistent with statutory authority, the State shall not be precluded from conducting driving record checks at any time for the purpose of determining an employee's eligibility for a Commercial Driver's License.

4. The State shall cover the following costs associated with the acquisition of a CDL license for those current employees required to possess such license in their present job:

(a) the cost of any required written and/or practical examination for the initial issuance of the license; and

(b) the fee charged for a Commercial Driver's License for a four year period following initial issuance or renewal of the license, less the license fee which an employee would normally be required to pay to obtain or maintain a private motor vehicle operator's license for that same four (4) year period; and (Note: Employees would be expected to pay the regular license fee for each of the four (4) years, less the statutory rebate on current license.)

(c) the cost of obtaining a picture I.D. license if required by statute or the employer, for Commercial Driver's License certification;

(d) the cost of any additional endorsements (such as hazardous waste or trailer) or other examination required by law for obtaining a CDL License or CDL endorsement, and required solely as a condition of employment for the employee's current job.

5. The State shall not be required to cover the following costs:

(a) any costs associated with the issuance of a duplicate CDL; or

(b) any other costs or fees not specified in Section 4, above; or

(c) any CDL costs or fees for employee(s) in positions which are not required, by the employer, to have a CDL license.

6. Any employee who separates from State service ninety (90) days or less after the issuance of a Commercial Driver's License which has been paid for by the State, shall reimburse the State for the cost of such license. This requirement shall not apply to employees who separate from State service due to retirement, RIF, medical disability, or other factor at the discretion of the appointing authority. Any original probationary employee whose CDL has been paid for by the State, and who subsequently leaves that position at or prior to completion of the probationary period, shall reimburse the State for the cost of such license. Such cost may be deducted from the employee's final accrued annual, personal or compensatory time leave balance(s), or pay check.

7. Any non-probationary employee who is required by the employer to have a Commercial Driver's License, and who does not obtain such license prior to: April 1, 1992, in the case of those employees not in an original probationary period as of the effective date of this agreement; or the date specified in Section 11, below for those non-original probationary employees hired into CDL positions after the effective date of this agreement, whichever is appropriate, shall be separated from State service and will be eligible for RIF reemployment rights under the Reemployment Rights Article of the current contract, subject to the following restrictions.

(a) Effective March 1, 1992, (for current employees) the RIF reemployment "grace period" will commence. Those non-probationary employees covered in Section 11, below, will not have "grace period" rights.

(b) No employee with RIF reemployment rights under this Section shall be eligible for any within-class, horizontal, vertical series, or non-tenured employee displacement rights.

(c) The effective date of separation for non-probationary employees shall be April 1, 1992 (for current employees) or the deadline specified in Section 11 herein (for new position hires).

(d) No employee with RIF reemployment rights under this Section shall have any RIF rehire rights to the CDL position from which laid off, even if (s)he subsequently obtains a CDL license.

(e) For purposes of this agreement, the normal employee RIF notification process shall, be modified. Employees with "grace period" rights will be notified in writing on or before March 1, 1992 of their impending separation and RIF reemployment rights. Those employees without "grace period" rights will be given two (2) weeks prior notice, in writing, of their impending separation and RIF reemployment rights. Concurrent notice will be sent to VSEA.

8. Any employee, who has completed original probation, and who is required by the employer to have a Commercial Driver's License, and whose CDL license is suspended for one hundred twenty (120) days or less, for the first time in his/her career in State service (not retroactively applied to suspensions occurring prior to effective date of this agreement), shall be reassigned to non-CDL duties during the pendency of such suspension. In the case of a second suspension (of any length) during the next ten (10) years from the date of initial suspension, loss of license, or any suspension in excess of one hundred twenty (120) days in length the employer shall terminate the employee (with two weeks (2) notice or pay in lieu of notice). Any such action will be considered to be for just cause. The employer may, at its sole discretion, instead elect to transfer or demote such employee which shall be considered to be for just cause.

9. A labor/management committee will be utilized by the parties to work out a procedure(s) for accommodating the advance payment of CDL violation fines by the State and the subsequent reimbursement of such fines by the employee. These procedures shall only apply to CDL violation fines that result from on the job incidents, and only in instances where the fine is larger than normal motor vehicle fine because of the CDL nexus.

10. Those employees required to maintain a Hazardous Material endorsement CDL who subsequently lose such license as a result of a physical illness or injury shall be afforded the same rights set forth in Section 7, above, in the same manner as current employees as of the effective date of this agreement.

11. After the effective date of this agreement, an employee who, with the approval of the Commissioner of Human Resources and the applicable appointing authority, is originally hired, restored, rehired, reallocated, promoted, transferred or demoted, into a CDL position, without first obtaining a CDL license, shall be subject to the following provisions:

(a) be hired into the position at the same Step of the pay plan that would otherwise be required or permitted by the contract or Personnel Rules and Regulations, but such Step shall be in the Pay Grade next below the Grade for the class into which employed. (Example: Approval is granted for an original probationer to be hired at Step 1 into a vacant Pay Grade 12 CDL position without the requisite license. Until the CDL license is obtained, the employee shall receive the Step 1, Pay Grade 11 rate of pay.)

(b) the provisions of Section 4, above, shall be applicable to any employees so hired.

(c) effective with the first full payroll period following the acquisition of the required license, the employee will have his/her salary adjusted to the same Step, but in the appropriate Pay Grade for the class into which employed. This subsequent salary adjustment shall not affect the employee's Step Date, or completion of original probation date. (Example: Per above example, upon obtaining CDL license, the employee's salary is adjusted to the Pay Grade 12, Step 1 rate of pay.)

(d) original probationary employees who fail to obtain a required CDL license prior to the completion of the original probationary period shall be terminated from employment.

(e) non-original probationary employees who fail to obtain a required CDL license prior to the completion of six (6) months of service in the position shall be terminated from employment and shall receive RIF rehire rights in accordance with Section 7, above, without a RIF "grace period".

## **APPENDIX I 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 VSEA.

## APPENDIX J UNIFORMS

1. The Buildings and General Services Department shall provide to each employee in the positions listed below one (1) pair of safety shoes or boots, whichever the Department determines is appropriate. The shoes and boots shall be replaced on a direct exchange basis.

- Boiler Room Operator
- Building Systems Specialist
- Buildings Clerk of the Works
- Building Construction Technician
- Buildings Engineer I
- Buildings Engineer II
- Buildings Engineer III
- Buildings HVAC Specialist
- Buildings Project Manager I
- Buildings Project Manager II
- Buildings Project Manager III
- Buildings Technician I
- Buildings Technician II
- Buildings Technician III
- Loss Prevention Coordinator
- Mail Clerk I
- Mail Clerk II
- Mail Clerk III
- Mail Clerk Assistant Supervisor
- Maintenance Contracts Engineer
- Maintenance Mechanic I
- Maintenance Mechanic II
- Maintenance Mechanic III
- BGS Motor Equipment Mechanic
- Environmental, Safety, and Occupational Health Coordinator
- Pest Control Technician
- State Buildings Electrician
- State Buildings Plumber
- Purchasing Clerk
- Records Center Clerk
- Records Center Coordinator
- Reproduction Machine Operator I
- Reproduction Machine Operator II
- Reproduction Machine Operator III
- Reproduction Machine Operator IV
- BGS Security Worker
- Stock Clerk B
- Storekeeper A
- Surplus Property Programs Assistant
- Surplus Property Programs Officer

(2) The Buildings and General Services Department shall provide to each employee in the positions listed below two (2) work shirts annually.

- Boiler Room Operator (unless uniforms are provided)
- Custodian I
- Custodian II
- Custodian III
- Building Systems Specialist

Building Construction Technician  
Buildings HVAC Specialist  
Telecommunications Operations Coordinator  
Telecommunications Systems Specialist  
Mail Clerk Assistant Supervisor  
Mail Clerk I  
Mail Clerk II  
Mail Clerk III  
Maintenance Mechanic I  
Maintenance Mechanic II  
Maintenance Mechanic III  
BGS Motor Equipment Mechanic  
Pest Control Technician  
State Buildings Electrician  
State Buildings Plumber  
Reproduction Machine Operator I  
Reproduction Machine Operator II  
Reproduction Machine Operator III  
Reproduction Machine Operator IV  
BGS Security Worker (unless uniforms are provided)  
BGS Sprinkler Systems Specialist

#### **APPENDIX K FISH AND WILDLIFE DEPARTMENT FITNESS PROGRAM**

1. This agreement shall apply to employees of the Fish and Wildlife Department, who are certified law enforcement officers in the Non-Management and Supervisory Bargaining Units (hereinafter "affected employees").
2. Those affected employees hired into the Vermont Fish and Wildlife Department on or after April 1, 2003, shall be required to fully participate in the negotiated physical fitness program (\*see Attachments) as a condition of employment, and shall be required to comply with the provisions of this agreement and the standards set forth in the program (\*see Attachments). The fitness assessment tests will be administered twice a year at approximately six (6) month intervals. Additional make-up or re-tests will be administered as necessary. Failure to meet the physical fitness standards established for each age group by gender, may lead to appropriate or corrective action and possible separation from employment.
3. Twice a year, at approximately six (6) month intervals, all affected employees shall be required to be assessed as follows:
  - Blood pressure and pulse checks;
  - Skinfold fat measurements;
  - Height and weight measurements;
  - Coronary risk assessment
4. Affected employees hired into the Department prior to April 1, 2003, shall participate in the physical fitness program as follows:
  - (a) All employees will have their coronary risk assessment completed twice annually, to include the assessments referenced in paragraph 3, above.
  - (b) Employees may participate in, and be compensated for, fully participating in the remainder of the physical fitness assessment, with the exception of employees subject to Section 5 below. Any employee who volunteers to fully participate in the fitness tests (run, sit-ups, etc.) does not waive his or her "grandfather" protections herein if s/he discontinues such participation. "Grandfathered" employees shall not be subject to corrective action nor adverse performance rating/comments for failure to meet these fitness standards.

5. An employee who is identified as a high coronary risk by the coronary risk assessment will not be required, nor allowed, to participate in the fitness tests unless a physician states in writing that the employee is capable of safely participating in the fitness tests.

(a) A "grandfathered" employee whose physician certifies in writing that the employee is incapable of fully participating in the fitness test may be allowed to participate up to, but not beyond, such medical limits, but shall not be eligible for incentive rewards.

(b) Affected employees hired after April 1, 2003, whose physician certifies in writing that the employee is incapable of fully participating in the fitness test shall be required to participate up to, but not beyond, such medical limits. The Department reserves the right to require an employee to be examined by a physician of the Department's choice at the Department's expense. Full participation in the physical fitness testing program is required for receipt of incentive rewards.

6. All affected employees who fully participate in the physical fitness testing program shall receive the following incentive reward(s):

Score(*)	Assmt#1	Assmt#2
Average	\$100	\$100
Good	\$150	\$150
Excellent	\$200	\$200
Superior	\$300	\$300

(\* see Attachment for score requirements)

7. Payments made hereunder shall not be considered part of an employee's base hourly rate of pay for any purpose.

8. The Department of Fish and Wildlife and the VSEA shall meet during the month of May 2004, to review issues related to this physical fitness program. At that time either party may propose changes to this side letter of agreement. If no agreement is reached on issues in dispute, then either party may decide to proceed with the sunset of the provisions of this side letter which shall be scheduled for June 30, 2004.

9. If there is insufficient funding to comply with the monetary incentives of this program, the program shall be suspended, and no employee shall be required to participate in the program, until funding is restored.

10. An affected employee who is unable to participate due to a documented illness or injury shall not be considered to have failed the physical fitness test, but may be subject to the provisions in section 11(a) and/or (b) below, and shall be subject to retesting upon resolution of the illness or injury. The Department reserves the right to require an employee to be examined by a physician of the Department's choice at the Department's expense.

11. (a) Illness or Injury for up to twelve (12) months from the onset of a documented illness or injury:

An affected employee whose illness or injury prevents required participation in the program for up to twelve (12) months shall be excused from participating for that period of time. The Department reserves the right to periodically require an employee to submit appropriate medical statements from the employee's physician and/or be examined by a physician of the Department's choice at the Department's expense. The employee may be required to participate in developing a fitness plan in conjunction with the Department's fitness program coordinator.

(b) Illness or Injury between twelve (12) – eighteen (18) months from the onset of a documented illness or injury:

If the duration of the illness or injury extends for more than twelve (12) months, then the department may place the employee into a "medical review status" for up to an additional six (6) months. The Department reserves the right to periodically require an employee to submit appropriate medical statements from the employee's physician and/or be examined by a physician of the Department's choice at the Department's expense. The employee may be required to participate in developing a fitness plan in conjunction with the Department's fitness program coordinator. If the employee is still not able to participate in and pass the physical fitness standards by the end of the medical review period, the Department may separate the employee for inability to pass the requirements of the physical fitness program, at which point the employee shall

retain rights under Section 12 of this agreement. The Department will offer make-up physical fitness tests as may be mandated herein.

12. An employee who, due to a job-related or non job-related illness or injury is separated from his or her position, but is not retired, shall be granted RIF reemployment rights under the RIF article with the ninety (90) day probationary period. The employee must meet minimum qualifications and be able to perform the duties of the position to which s/he is being reemployed. Such employee will be eligible for health benefit coverage under Section 25 of the RIF Recall article. State ADA Policy "reasonable accommodation" requests, related to required testing participation, shall be made in advance of any such test.

13. An affected employee not excused from the physical fitness program for illness or injury as outlined above, and who does not pass (\*) the physical fitness testing as required, shall be subject to the remedial action as outlined below:

(\*) Note: "failing" constitutes scoring below the 50th percentile in any one of the separate fitness tests, determined by gender and age, as outlined in Attachments. "Retesting" is only required on that section(s) of the test which was failed, not on the entire physical fitness test.)

(a) The first failure shall result in written feedback to the employee, not incorporated into the employee's official personnel file or performance evaluation, and the employee shall be retested within sixty (60) – ninety (90) days. An employee who fails the test may also be required to participate in a fitness plan developed in conjunction with the fitness program coordinator.

(b) Failure on the retest shall result in a written feedback incorporated into the employee's official personnel file, notwithstanding any contrary provisions of Articles 12 and 14, and the employee shall be retested again within sixty (60) – ninety (90) days. An employee who fails the test a second time may also be required to participate in a fitness plan developed in conjunction with the fitness program coordinator.

(c) Failure on the third test shall result in an unsatisfactory performance rating incorporated into the employee's official personnel file, and a retest between sixty (60) – ninety (90) days. An employee who fails this third test may also be required to participate in a fitness plan developed in conjunction with the fitness program coordinator.

(d) An employee may request to be retested in less than sixty (60) days after a first, second, or third test failure. The Department will make a good faith effort to accommodate such early retesting requests, subject to the operating needs of the Department.

(e) The fourth failure shall result in imposition of a separation/warning period for sixty (60) days. During the sixty (60) days separation/warning period, the employee may retest twice. If the employee cannot pass the test on either retest, then the Department may, after notification to the employee, separate the employee from his/her position. Such separation shall be based upon inability to meet the physical fitness test requirements. However, the appointing authority may consider any evidence of mitigating or extenuating circumstances that the employee may wish to submit. At the request of the appointing authority, and with the approval of the Commissioner of Human Resources, an employee separated from employment hereunder, may, at the sole discretion of the employer and based on the employee's mitigating or extenuating circumstances, be granted RIF reemployment rights in the same manner and to the same extent as specified in Article 20, Section 3(e) of this contract. The employee shall not be eligible for reemployment in a Fish and Wildlife Department law enforcement position.

14. (a) An affected employee, who is excused from required participation due to documented illness or injury, and who retests and passes within three (3) months of the missed semi-annual testing date, will be eligible to receive the incentive award for such passing score.

(b) When an affected employee, who is required to participate, fails a semi-annual test, and who retests and passes on the first retest, will be eligible to receive one-half (1/2) of the incentive award for the "Average" score as listed in Section 6, above.

15. The employer shall ensure that materials and documents relating to health and risk profile, medical and disability information, and medical waivers are maintained by the Department in a manner which ensures confidentiality; and that such information is only accessed by, or provided to, department



officials who are responsible to manage the program, or other Fish and Wildlife Department staff with a legitimate work-related need to know.

16. Attachments:

- I. Fitness Assessment and Profile Sheet
- II. Fitness Standards
- III. Employment Agreement
- IV. Minimum Physical Fitness Standards

#### **APPENDIX L CANINE FEEDING TIME**

Each canine officer of the Department of Motor Vehicles shall receive one-half (1/2) hour pay at the applicable overtime rate per regularly scheduled day off, for care and feeding of an assigned Department canine.

#### **APPENDIX M RESTORATION RIGHTS FOR EMPLOYEE DISMISSED FOR CAUSE**

During the negotiations for the contract agreements between the State of Vermont and the VSEA, for the period July 1, 2001 through June 30, 2003, the parties agreed that the VSEA Director and the Commissioner of Human Resources would meet to study and examine the issue of restoration rights. Any mutual agreement reached on this issue would be incorporated into the July 1, 2001-June 30, 2003 agreements. The following reflects the agreement between the parties on this matter:

1. This side letter of agreement shall amend and supersede the provisions of Personnel Rules and Regulations, Sections 6.077 and 12.07, in the manner and in the specific circumstances indicated herein. The Reemployment articles of the State - VSEA contracts (e.g., Article 62 of Non-Management Unit, Article 64 of Corrections Unit, Article 67 of Supervisory Unit, and Article 58 of State Police Unit) shall not be amended or affected by the terms of this agreement.
2. Permanent status classified employees, discharged for cause from State classified service, may apply to receive a salary adjustment and/or credit for prior continuous State service if they meet the following eligibility criteria:
  - (a) the employee returns, within two (2) years after termination, to a permanent or limited service classified position at the same or lower pay grade and remains in such a position(s) for five (5) consecutive years; and
  - (b) the position(s) is within the Executive Branch of State government; and
  - (c) at the time of termination from State service, the employee was employed by the State of Vermont in a classified, bargaining unit position and had achieved permanent status; and
  - (d) the employee earns at least a "Satisfactory" performance evaluation for the five (5) consecutive years after being rehired.
3. If the above eligibility criteria are met, the employee shall be eligible to petition the Secretary of Administration for a prospective pay adjustment based upon his/her prior service at the same or a higher Pay Grade, and/or to have one-half (1/2) of his/her prior, continuous State service credit restored for purposes of determining subsequent sick and annual leave accruals, only. RIF seniority shall not be affected by this provision. An employee shall only be able to request a salary adjustment and/or the restoration of prior service credit, under these provisions, once in his/her career in State government.
4. If approved by the Secretary of Administration, an eligible employee's salary may be adjusted, once in his/her career, up to, but not beyond, the current rate of pay for the Step and Pay Grade the employee held at time of his/her termination for cause. Such salary adjustment within the employee's current Pay Grade shall not exceed the maximum of that Grade. Any approved pay adjustment shall not be retroactive.

5. If approved by the Secretary of Administration, one-half (1/2) of an eligible employee's length of prior, continuous, classified and/or exempt Executive Branch service shall, once in his/her career, be re-credited for the purpose of determining subsequent sick and annual leave accruals, only.
6. The Secretary of Administration shall have the discretion to grant or deny, in whole or in part, the above referenced requests. The parties agree that such decision(s) of the Secretary of Administration shall be final, and shall not be subject to grievance or appeal.

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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.

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Robert Hooper  
VSEA President

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Jes Kraus  
VSEA Director

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Kathi Partlow  
VSEA Staff Negotiator

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Dave Clark, Acting-Chair  
Non-Management Unit

Non-Management Unit Team:

Dave Clark, Acting-Chair  
Patricia Barberi  
Tanya Beaudoin  
Jeffrey Briggs  
Carol Burnor  
Ronald Glencamp  
Lucas Herring, Clerk  
Thomas Joslin  
John Hurley III  
Hal Lawrence  
Monte Mason  
Laura Moulton  
Rebecca Trower  
Vaughn Works  
Kathi Partlow, VSEA Staff Negotiator

For the State of Vermont

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James H. Douglas  
Governor

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Caroline S. Earle  
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Department of Human Resources

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