



## VERMONT STATE EMPLOYEES' ASSOCIATION

### **CORRECTIONS UNIT CONTRACT TENTATIVE AGREEMENT SUMMARY (PENDING RATIFICATION BY THE UNIT MEMBERSHIP)**

**CONTRACT DURATION** - Two-year contract effective July 1, 2026 – June 30, 2028

#### **ARTICLE 50 – SALARIES AND WAGES (INCLUDING STEPS)**

Overall hourly Wage Increases of 7.0% during the two-year contract plus Step Increases as follows:

- Effective the first full payroll period in July 2026, all covered employees shall receive a two percent (2%) increase based on the rates in force on the prior day.
- Effective the first full payroll period in January 2027, all covered employees shall receive a two percent (2%) increase based on the rates in force on the prior day.
- Effective the first full payroll period in July 2027, all covered employees shall receive a three percent (3%) increase based on the rates in force on the prior day.
- Step increases will continue over the life of the contract.

#### **ARTICLE 14 – DISCIPLINARY ACTION (Same maximum of 240 hours currently)**

- The maximum an employee could be suspended without pay cannot exceed 240 hours; maximum of thirty workdays for those who work 8-hour shifts or twenty workdays for those who work 12-hour shifts.
- Employees on temporary relief from duty will be paid for same number of hours as their regular schedule.

#### **ARTICLE 16 – CLASSIFICATION REVIEW**

- Extend the deadline for filing class action RFR from August 15 to August 31
- Rename from a “point factor rating” system to a “job evaluation” system

#### **ARTICLE 20 – EMPLOYEE WORKWEEK/WORK LOCATON/WORK SHIFT**

- The parties understand and agree that the final language of the VSEA Article 20 Section 4, subsection (h) proposal relating to calculation of seniority when there has been up to a two year break in Departmental service while continuing State service needs to be worked out.

#### **ARTICLE 29 – SHIFT AND WEEKEND DIFFERENTIAL**

- Increase Security Work Bonus by \$0.25 per hour from \$2.00 to \$2.25.
- Recreation Coordinators become eligible for the Security Work Bonus.
- Employees who are assigned or volunteer to fill a vacancy or absence in positions assigned to a 12/40 schedule on the “Day” shift or “Night” shift shall receive all applicable differentials for all hours worked in those respective shifts; including shift differential, living unit differential, weekend differential, and security work bonus.

#### **ARTICLE 31 – ON CALL, STANDBY PAY AND AVAILABLE STATUS**

- Delete the \$10,000 maximum cap on Standby and Pager Pay

#### **ARTICLE 34 – ANNUAL LEAVE**

- Increase all Annual Leave Accumulation Caps by 20 hours



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### **ARTICLE 35 – SICK LEAVE**

- Section 2(b) Use of sick leave under (2) regarding absence due to a death or illness in the immediate family is moved to ARTICLE 35 renamed “PARENTAL LEAVE/FAMILY/MEDICAL LEAVE
- Section 2(b) Use of sick leave under (4) regarding absence due to a pregnancy related illness is moved to ARTICLE 39 renamed “PARENTAL LEAVE/FAMILY/MEDICAL LEAVE

### **ARTICLE 39 – PARENTAL LEAVE/FAMILY LEAVE renamed PARENTAL LEAVE/FAMILY/MEDICAL LEAVE**

Article 39 has been revised to integrate the basic leave requirements provided by the federal Family Medical Leave Act, Vermont's Parental and Family Leave Act, and the Non-Management Bargaining Unit contract. A copy of the revised Article 39 is attached and should be read entirely. Some of the changes are complex to meet compliance with the law and are best read in the attached document. A few of those provisions are listed below.

- The definition of “Family Member” and the reasons for the use of leave are now listed as defined in statute.
- An employee is entitled to a total of twelve (12) weeks of unpaid statutory Family/Medical Leave and/or statutory Parental Leave within a twelve (12) month period beginning the first day either Leave is used. At the employee's option the employee may use up to twelve (12) weeks of any earned compensatory hours, accrued paid leave, including, but not limited to, sick leave, annual leave, personal leave or short-term disability insurance.
- Use of leave for an absence due to the death of a family member is now defined as BEREAVEMENT LEAVE in compliance with state statute.
- The Bereavement Leave section provides that an employee may take up to two (2) weeks during the twelve (12) weeks provided in a twelve (12) month period due to the death of a family member. The employee may use any type of accrued leave. Leave may be taken in relation to the administration or settlement of the deceased family member's estate within one (1) year after the family member's death.
- The Bereavement Leave section also provides that should an employee exhaust their statutory entitlement of two weeks of Bereavement Leave, up to ten (10) days of sick leave may be authorized due to a death in their immediate family.

### **ARTICLE 42 – CASEWORK DISTRIBUTION EQUITY**

- The parties understand and agree that the final language of the VSEA Article 42 proposal relating to the assignment of employees who have suffered from assaultive behavior needs to be worked out.

### **ARTICLE 48 – PERSONAL LEAVE AS SICK LEAVE INCENTIVE renamed “PERSONAL LEAVE”**

- Personal Leave accrual would no longer be connected to sick leave usage.
- Employees would receive 10 hours of Personal Leave during the first full pay period of each fiscal quarter.
- Employees entitled to accrue a rolling cap of 20 hours, however, would not receive additional Personal Leave until below the cap prior to the next quarter. (This is the same rule as pay period accrual of annual leave when reaching the accrual maximum)
- The option to receive cash instead of personal leave hours is removed.

### **ARTICLE 54 – STATE EMPLOYEE HEALTH PLAN**

- The Vision Benefit currently has a maximum of \$100 every two years and effective January 1, 2027, the maximum benefit will increase to \$200 annually.



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### ARTICLE 56 – DENTAL INSURANCE

- Effective July 1, 2026, the maximum lifetime orthodontia benefit (Class IV Dental Services) per individual will increase from \$1,750 to \$3,750.
- Effective July 1, 2026, the maximum amount payable for each individual for Class I, II, and III dental services during a plan year shall increase from \$1,000 to \$2,000.
- Effective July 1, 2026, there shall be no deductible for any dental services.

### ARTICLE 65 – REDUCTION IN FORCE

- Eliminate the use of performance evaluations when determining RIF selection for employees with more than three years of service but less than 5 years of service

### ARTICLE 70 – FIELD SECURITY

- DOC will provide stab proof gloves to field employees.

## ARTICLE 39 (REVISED) PARENTAL LEAVE/FAMILY/MEDICAL 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 for 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 law or 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.

- (a) "Eligible Employee" for the purposes of the statutory leaves, means an employee who has successfully completed original probation; or an employee who is otherwise eligible under the statutes, whichever occurs first.

All references to employees in this Article are references to eligible employees.

- (b) Family Member means:

- (1) An individual with whom the employee is legally married or a civil union partner.
- (2) Domestic partner is an individual with whom the employee has an enduring domestic relationship of a spousal nature, provided the employee and the domestic partner:
  - I. have shared a residence for at least six consecutive months;
  - II. are at least 18 years of age;
  - III. are not married to or considered a domestic partner of another individual;
  - IV. are not related by blood closer than would bar marriage under State law; and
  - V. have agreed between themselves to be responsible for each other's welfare.
- (3) Child, regardless of age, includes an employee's: biological, adopted, or foster child; stepchild or legal ward; a child of the spouse or civil union or domestic partner; or a child to whom the employee stands in loco parentis, regardless of legal documentation; an individual to whom the employee stood in loco parentis when the individual was under 18 years of age; or any individual for whom the employee provides caregiving responsibilities similar to those of a parent-child relationship.
- (4) Grandparent, grandchild, or sibling of the employee or their spouse or civil union or domestic partner, regardless of whether the relationship is biological, foster, or step relationship.



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- (5) Parent of an employee or their spouse or civil union or domestic partner includes biological, foster, adoptive, or step relationship.
- (6) A person who stands in loco parentis for the employee or who stood in loco parentis when the employee or their spouse or civil union or domestic partner was under 18 years of age.
- (7) A legal guardian of the employee or their spouse or civil union or domestic partner
- (c) "Family/Medical and/or Parental Leave" means a leave of absence from employment for any of the following reasons:
  - (1) The serious health condition of an employee or a member of an eligible employee's family;
  - (2) Pregnancy and recovery from childbirth or miscarriage;
  - (3) The birth of a child or initial placement of a child 18 years of age or younger with the employee for the purpose of adoption or foster care and to care for or bond with a child within one year after the child's birth or placement for adoption or foster care;
  - (4) Bereavement due to the death of the individual's family member that occurs not more than one year after the family member's death;
    - I. Safe Leave related to domestic violence, sexual assault, or stalking pursuant to 21 V.S.A. § 470 *et seq.*; or
  - (5) Qualifying exigency when a member of the eligible employees family member is on covered active duty or under an impending call to covered active duty that is related to active duty service by a family member in the U.S. Armed Forces.

### 3. RIGHTS AND RESPONSIBILITIES

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

#### (a) Responsibilities and Rights:

- (1) An employee is entitled to a total of twelve (12) weeks of unpaid statutory Family/Medical Leave and/or statutory Parental Leave within a twelve (12) month period beginning the first day either Leave is used. An employee is also entitled to Short-term Leave as further described below.
- (2) During the Family/Medical Leave and/or statutory Parental Leave, at the employee's option the employee may use up to twelve (12) weeks of any earned compensatory hours, accrued paid leave, including, but not limited to, sick leave, annual leave, personal leave or short-term disability insurance. No combination of paid and unpaid leaves shall extend the statutory Family/Medical Leave beyond twelve (12) weeks.
- (3) 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:
  - I. Prior to an employee requesting leave, the employee had given notice or received notice that employment would terminate; or
  - II. 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.
- (4) The employee must provide reasonable notice of intent to take a leave, the date of anticipated commencement and expected duration of the leave, and provide required certification or documentation of the need for 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 health condition or safe leave, the State has the right to require the refund of any compensation paid during the leave, except for earned accrued paid leave, if the employee does not return to work.
- (5) The calculation of the amount of Family/Medical Leave or Parental Leave time used by employees who are employed less than full time or by employees using intermittent leave or reduced schedule leave will be made on a prorated basis consistent with applicable statute.

### 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, which includes any statutory Leaves, for employees (either parent) who have requested Parental Leave. Upon request the appointing authority may extend the leave an additional two (2) months. During approved leave extensions beyond four (4) months, this



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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 serious health condition, this Agreement's medical leave of absence provisions shall be applicable, including the State's commitment to pay a portion of insurance benefits, so long as the employee continues to make required payment of their share of the premium.

(b) During the initial four (4) months of a leave, at the employee's option, the employee may use leave as specified under Section 3(a)(2) above. 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 serious health condition resulting therefrom.

### **5. FAMILY/MEDICAL LEAVE - LEAVE FOR SERIOUS HEALTH CONDITION**

(a) In the case of serious health condition of an employee or their family member, Family/Medical Leave shall be granted on request and receipt of medical certification of the serious health condition, period of incapacity and the amount of leave time needed for recovery or to care for the family member. Such Family/Medical Leave shall be unpaid, except as provided in Section 3(a)(2) above.

(b) No combination of paid and unpaid leaves shall extend the statutory Family/Medical Leave beyond twelve (12) weeks. Notwithstanding the foregoing, even if statutory Family/Medical Leave is exhausted, this Agreement's sick leave, medical leave of absence and/or administrative leave provisions are still applicable and may provide for additional leave consistent with these provisions.

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

An employee who qualifies for Family/Medical Leave and/or statutory Parental Leave may take the leave as intermittent leave or on a reduced schedule when supported by medical certification or other documentation. If an employee is taking Family/Medical Leave and/or statutory Parental Leave due to the serious health condition 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 birthing person has a serious health condition in relation to the birth of a newborn then the provisions for intermittent leave/reduced schedule leave for Family/Medical Leave and/or statutory Parental Leave are applicable. If the newborn has a serious health condition, then the provisions for intermittent leave/reduced schedule leave for Family/Medical Leave and/or statutory Parental 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 their own serious health condition, (e.g., severe morning sickness, preeclampsia, gestational diabetes, etc.).

### **7. BEREAVEMENT LEAVE**

(a) An employee may take up to two (2) weeks of the twelve (12) weeks provided in a twelve (12) month period due to the death of a family member, when supported by documentation. Leave may be taken in relation to the administration or settlement of the deceased family member's estate within one (1) year after the family member's death. At the employee's option, the employee may use leave as specified under Section 3(a)(2) above. No combination of paid and unpaid leaves shall extend the statutory Parental Leave beyond twelve (12) weeks.

(b) Notwithstanding the above, should an employee exhaust their statutory entitlement of Bereavement Leave, up to ten (10) days of sick leave may be authorized by an appointing authority or the delegated representative to permit a classified employee to be absent from duty due to a death in their immediate family.

### **8. 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



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(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 family member, such as a parent-teacher conference.
- (2) To attend or to accompany the employee's family member to routine medical or dental appointments.
- (3) To accompany the employee's family member to other appointments for professional services related to their care and well-being.
- (4) To respond to a medical emergency involving the employee's family member.

(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. At the employee's option, the employee may use leave as specified under Section 3(a)(2) above.

### 9. ALLEGED CRIME VICTIMS; RELIEF FROM STALKING OR ABUSE

(a) In addition to the Leaves provided above, an employee who is alleged in an affidavit filed by a law enforcement official with a prosecuting attorney of competent state or federal jurisdiction to have sustained physical, emotional, or financial injury or death as a direct result of the commission or attempted commission of a crime or act of delinquency shall be entitled to take unpaid leave from employment for the purpose of attending a deposition or court proceeding related to:

- (1) a criminal proceeding, when the employee is an alleged victim and the employee has a right or obligation to appear at the proceeding;
- (2) a relief from abuse hearing pursuant to 15 V.S.A. § 1103, when the employee seeks the order as plaintiff;
- (3) a hearing concerning an order against stalking or sexual assault pursuant to 12 V.S.A. § 5133, when the employee seeks the order as plaintiff; or
- (4) a relief from abuse, neglect, or exploitation hearing pursuant to 33 V.S.A. chapter 69, when the employee is the plaintiff.

(b) An alleged victim also includes an employee's family member if the person:

- (1) is a minor;
- (2) has been found to be incompetent;
- (3) is alleged to have suffered physical or emotional injury as a result of the violent crime or act of delinquency; or
- (4) was killed as a result of the alleged crime or act of delinquency.

(c) As used in this subdivision 9(b):

- (1) "Family member" means an individual who is not identified in the affidavit as the defendant and is the alleged victim's:
  - I. child, foster child, or stepchild;
  - II. ward who lives with the alleged victim;
  - III. spouse, domestic partner, or civil union partner;
  - IV. sibling;
  - V. grandparent;
  - VI. grandchild;
  - VII. parent or a parent of the alleged victim's spouse, domestic partner, or civil union partner;
  - VIII. legal guardian; or
  - IX. an individual for whom the alleged victim stands in loco parentis or who stood in loco parentis for the alleged victim when the alleged victim was a child.

At the employee's option, the employee may use leave as specified under Section 3(a)(2) above. No combination of paid and unpaid leaves shall extend the statutory Family/Medical Leave beyond twelve (12) weeks.