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Agreements
between the
State of Vermont

VERMONT

and the
Vermont State Employees' Association, Inc.

VSEA

Supervisory Bargaining Unit

Effective July 1, 2026 — Expiring June 30, 2028

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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 **Supervisory Bargaining Unit of the Vermont State Employees' Association, Inc.** (hereinafter referred to as the "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 wellbeing 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,

Now, Therefore, 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 Supervisory 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 in the following instances:
   (a) New classes created and designated as Managerial, Confidential, or Supervisory; or
   (b) Filled positions whose designation changes without a 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. The "Change in Unit Designation" shall state explicitly both the old and new designations.

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Article 2
Management Rights

1. Subject to law, rules and regulations, including, for example, 3 V.S.A. §311(a)(10) and 3 V.S.A. §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 lay off 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, 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, that may result in the layoff 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

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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 VLRB or to exhaust VLRB procedures prior to commencing such court action.

Article 3
VSEA Rights

1. The Employer shall not enter into any 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 the VSEA as a representative of the employees in any bargaining unit. This is not intended to supersede the provisions of 3 V.S.A. 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 subsections (a)–(e) 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) 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;

(d) 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;

Supervisory Unit: up to twenty-five (25) stewards

(e) Stewards for attendance at up to four (4) training sessions per fiscal year.

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

(f) Members of the Supervisory Unit bargaining team to attend bargaining sessions scheduled by or with the State. Members of the bargaining team to attend up to six (6) meetings, scheduled on or after February 1 of the year in which bargaining is scheduled to commence, to prepare for bargaining. Additional meetings may be approved at the sole discretion of the State's Director of Labor Relations. . Members of the bargaining team who

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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 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.

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

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 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 pre-existing informational packet system at the time payroll deduction and tax forms are given to the employee to be filed 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 practical. 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 Manager.

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.

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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, gender identity, workers' compensation, nursing mothers (breastfeeding), credit history, flexible work arrangements, parental and family leave, 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 a 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 and documents specified in this section as they become available unless the State discontinues their compilation:

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

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(b) 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; and

(c) On a one (1) 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.

(d) Monthly reports of all Temporary employees; including their name, classification, position number, Agency/Department, starting and ending dates, and number of hours worked by pay period and year-to-date.

2. 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.

3. 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.

4. (a) 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; provided, however, the VSEA agrees that it will not pursue under this Agreement or under 1 V.S.A., 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.

(b) Notwithstanding the above, in matters involving disciplinary action, performance corrective action, and Steps I – III of the grievance procedure, such additional information shall be limited to evidence upon which the State relied when taking the disputed action and that has a direct bearing on material issues of genuine dispute. This subsection is not intended to, in any way, limit the parties use of the discovery process at Step IV of the grievance procedure.

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 bargaining units represented by VSEA and not more than five (5) members selected by the State shall meet periodically to discuss a mutually agreed 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.

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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. 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 to 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.
    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.

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 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.

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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 forty thousand dollars ($140,000) 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 encourage 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

1. 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.
2. Notwithstanding the above, effective July 1, 2014:
   (a) Should the State use a private contractor(s) to manage, direct, and evaluate classified employees at the Vermont Veterans' Home, the Vermont Psychiatric Care Hospital or the River Valley Therapeutic Residence, the provisions of Section 1 of the Article shall not apply.
   (b) Should the State use a private contractor(s) at the Vermont Veterans' Home, the Vermont Psychiatric Care Hospital or the River Valley Therapeutic Residence in a capacity that would require them to supervise classified employees, the provisions of Section 1 of this Article shall not apply. Such contractor(s) shall not have the authority to impose disciplinary or correction action or to issue performance evaluations, but shall be authorized to give input into the same.
   (c) Contractor(s) shall not be used to permanently replace any classified bargaining unit vacancy, except as authorized by statute.

Article 11
Employee Personnel Records

1. Except for pre-employment documents as may be maintained at the Department of Human Resources, an employee's official personnel file is that file maintained by the Department of Human Resources on behalf of 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.

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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 (1) 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 agents 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. If an employee has been investigated and no discipline results from the investigation, upon an employee's request, all records relating to such investigation shall be removed from the employee's official personnel file as the end of the investigation.
7 . An employee shall be allowed to place in his/her personnel file written rebuttal to a letter of reprimand, warning, counseling letter, disciplinary suspension, or personnel evaluation. Such rebuttal must be submitted within thirty (30) workdays after receipt of such adverse personnel action (except in case of later grievance settlement).
8 . 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

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period for remediation (“PPR”) or warning period. This deadline may be extended to accommodate the employee’s absence from work. Where the deadline is not satisfied, the employee shall be granted an annual overall presumptive rating equal to their 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)(ii) & (iii), 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 may be graded, so long as such grade is incorporated in a narrative evaluating said factor. 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 five (5) grades on an annual or special evaluation: Unsatisfactory (“U”), Satisfactory (“S”), Commendable ("C“), 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 copy of the rating form shall be provided to the employee as official notice of his/her rating and one 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 immediate supervisor will accommodate a

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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. The 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 rating.

6. 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.

7. 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 the 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 (1) year following its issuance, the comments section of the evaluation shall be expunged at the request of the employee

State Police Lieutenants

Notwithstanding the above language sections 1-7.

8. **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; provided, however, that after fifteen (15) days' notice of intent to the Commissioner of Human Resources the VSEA retains the right to pursue judicial remedies for failure to comply with the provisions of 3 V.S.A. Section 322.

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 their last annual overall rating, but not less than Meets Job Expectation. However, if the time for annual evaluation falls during a PPR or warning period (See the Disciplinary and Corrective Action Article, Section 3(b)(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 I) but prior to the commencement of a PPR, the employer may issue an evaluation which does not supersede the previously issued notice.

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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.

9. Notwithstanding the above language, each State Police Lieutenant shall be evaluated on an annual basis. Their performance evaluation schedule applicable shall be according to station area. The schedule for Station evaluations will be:

Month	Station
January	New Haven
February	Rockingham
March	Brattleboro
April	Berlin
May	Royalton
June	Headquarters
July	Williston
August	St. Albans
September	St. Johnsbury
October	Derby and Bradford
November	Rutland
December	Shaftsbury

Each Station's evaluation notification will be sent to the Station one (1) month prior to the month in which they are due. Performance evaluation forms for each employee will be due by the end of the appropriate month. If an officer was evaluated during the six (6) months prior to the Station schedule due date, (s)he need not be evaluated at that time.

10. 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.

11. 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 official notice of his or her rating, and one (1) copy shall be retained by the agency for inclusion in the employee's official personnel file.

12. 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. 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 immediate 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.

13. At the time an employee is shown his or her evaluation and is furnished with a copy thereof, (s)he shall be notified that:

(a) His or her signature on the evaluation form signifies receipt only, and not agreement with its contents;

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(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 rating.

14. A Meets Job Expectation and Exceeds Job Expectation overall performance evaluation shall be grievable up to, but not beyond, Step III of the grievance procedure, provided, however, that adverse comments and any ratings less than "Meets Job Expectation" on any evaluation are fully grievable. The Vermont Labor Relations Board shall not have the authority to change any rating, but may remand the rating to the employer for reconsideration consistent with the VLRB ruling on the merits.

15. 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 the Personnel Records Article, Section 5, such reference shall be expunged from the performance evaluation, 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 agency employee members 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 the 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:

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(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 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 section, 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 authorized representative, after complying with the provisions of paragraph 4 of this Article, may dismiss an employee for 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 III before the State 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 suspending or 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 discipline. The employee's response, whether in writing

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or in a meeting, must be provided to the employer within ten (10) work days of receipt of written notification of the contemplated discipline. Deadlines may be extended at the request of either party, however if the extension is requested by the employee or the employee's representative, the employee will not be carried on the payroll and shall be placed in an authorized off-payroll status unless the employee's extension request was necessitated by the employer's inability or refusal to meet within the ten (10) day response period, in which event the employee will remain on the payroll until the meeting takes place. 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 found guilty.

6. No written warning or other derogatory material shall be used in any subsequent disciplinary proceeding or merged in any 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 an 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 interest of VSEA members.

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 wellbeing 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.

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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.
12. **State Police Lieutenants**

(a) Definitions.

(1) "Disciplinary Action" is any action taken by the Commissioner as a result of an employee's violation of the Code of Conduct. Forms of disciplinary action include written reprimand, transfer, reassignment, suspension without pay, forfeiture of pay and/or other rights, demotion, dismissal, or a combination thereof.

(2) "Corrective Action" is any action taken by the Commissioner or designee as a result of an employee's substandard job performance. Forms of corrective action include oral notice of performance deficiency, written performance evaluation, placement in a warning period, transfer, reassignment, demotion, dismissal, or a combination thereof. A transfer reassignment, demotion, or dismissal effected as a corrective action does not constitute a disciplinary action or discipline for any purpose.

(b) Disciplinary Action.

(1) No disciplinary action shall be taken without just cause.

(2) Disciplinary proceedings shall be instituted within a reasonable time after the violation of the Code of Conduct occurred or was discovered and disciplinary action shall be taken within a reasonable time after disciplinary charges have been proved or admitted.

(3) Disciplinary action will be applied with a view toward uniformity and consistency.

(c) Corrective Action.

(1) No corrective action will be taken without just cause.

(2) As a general rule, corrective action shall be taken in the following progressive fashion:

(i) oral notice of performance deficiency;

(ii) written performance evaluation, special or annual, with a prescriptive period for remediation, specified therein, normally three (3) to six (6) months;

(iii) warning period of thirty (30) days to six (6) months, which warning period may be implemented during a prescriptive period if performance has not improved since the written performance evaluation;

(iv) transfer, reassignment, demotion, dismissal, or a combination thereof.

(3) In any case in which corrective action in one or more of the forms specified in Section 3(b)(iv), above, is taken, the Vermont Labor Relations Board shall sustain the corrective action as being appropriate unless the grievant can meet the burden of proving that the corrective action was arbitrary and capricious or that progressive corrective action was bypassed inappropriately. In a case in which the Vermont Labor Relations Board determines that such corrective action was arbitrary and capricious, it shall have the authority to substitute a different form of corrective action for that taken.

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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 procedure 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

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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.

(5) Resolutions to Step I complaints shall be non-precedent setting and inadmissible in any legal or administrative proceeding, except to enforce said resolutions.

(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 practical.

(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 III within the prescribed time, the grievant may proceed to the next step within the time limits established above.

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(7) If the employer fails to issue a decision at 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 officer 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 Resource's 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.

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(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 and grievance decisions may be submitted via e-mail, which will include a request for acknowledgement of receipt.

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 Manager 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 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.

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(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.

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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 to a different pay grade; to utilize a job evaluation 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 Resource's 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 employees 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

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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 any 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 probationary period.

(f) Effective July 1, 2014, class action Requests for Review (RFR), regardless of whether initiated by the employer, individual employee(s), or VSEA, per subsection 3(b) above, may only be officially requested between July 1, and August 31 of each year. Such class action RFR will be considered and processed during the period – September 1 through December 31, following its submission. If either the classification review, or a classification grievance decision, for such class action RFR involves a financial impact of one percent (1%), or greater, of the wage and salary portion of the affected Department's budget, the decision will not be implemented until the Legislature has considered the matter and determined whether it will provide the requisite funding for such class action reclassification. Thereafter, the following shall apply:

(1) If the class action RFR was initiated by the employer, the classification decision will be implemented retroactive to the date specified in subsection (e), above, regardless of the level-of-funding decision of the Legislature.

(2) If the class action RFR was initiated by either an individual employee(s), or VSEA, the employer shall determine, no later than May 1st (next following the date of submission of the class action RFR), whether to:

a). implement and fund the reclassification decision prospectively through adjustments to the affected department's budget; or instead, to

b). immediately restructure the job duties of the impacted class(es) so that the classification would appropriately fall at the pay grade level assigned to the class(es) prior to the submission of this class action RFR.

(g). 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, except as may otherwise be provided in the subsection (f) above. 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

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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 (1) copy) with the Commissioner of Human Resources (120 State Street, Fifth Floor, Montpelier, VT 05620-2505), and shall minimally include the following:

(1) Name of the employee(s) 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 Commissioner of Human Resources (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.

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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 Vermont Labor Relations Board 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.

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.

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2. **Notification and Distribution of Rules**

(a) All employees affected by 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 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
Residency

1. Unless they have first obtained written permission from the Commissioner of Public Safety to live elsewhere:

(a) a State Police Lieutenant assigned to a particular state police station, or to headquarters, shall be required to reside within one (1) of the towns approved for residency for that station, or headquarters, as specified in Appendix I. This provision shall not restrict the Commissioner from changing such boundaries for purposes other than residency.

(b) a State Police BCI Lieutenant shall be required to reside within one of the towns approved for residency for any one of the stations within his/her area of responsibility.

2. State Police Lieutenants residing outside of the above-referenced areas as of, October 1, 2007, or who have obtained written permission from the Commissioner of Public Safety to live elsewhere, shall not be required to move their residences until subsequently reassigned to another area. However, Lieutenants reassigned or newly assigned to a state police station, BCI assignment, or Headquarters facility shall be required to reside within the appropriate area as specified above.

Article 19
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

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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 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 thirty (30) 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 (thirty (30) 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.

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(c) The State will give two (2) weeks' prior notice of any such assignment 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.

(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 recall 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.

5. These provisions shall not apply to state police supervisors.

6. State Police Lieutenants will be allowed up to three (3) days, and Fish and Wildlife Warden District Chiefs will be allowed up to two (2) days, paid leave time in connection with any reassignment to a new geographic area for which moving expenses are payable by the State. This moving time shall be considered as time actually worked for purposes of computing overtime compensation.

7. Corrections Unit Supervisors Roll Call differential:

Regularly scheduled employees (Correctional Facility Shift Supervisors, Corrections Security & Operations Supervisors, or Casework Supervisors) who are required to attend a fifteen (15) minute roll call, no more than twice a week on his or her normally scheduled shift, shall receive time and one-half rates of pay based upon his or her base rate of pay then prevailing, for the time spent in "roll-call"; and such payment shall be recorded on the payroll sheet and paid with that paycheck.

Article 21
Game Warden Supervisor

1. **Supervisor Stipend**

Effective July 10, 2005, Game Warden Lieutenants and Majors shall have a stipend of sixty-five dollars ($65.00) per pay period, so long as they continue to be employed in this class. Any person receiving such stipend shall not otherwise be paid any office allowance benefit.

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2. **Game Warden Lieutenant and Major Days Off**

Game Warden Lieutenants and Majors will continue to receive one hundred four (104) scheduled days off per calendar year.

3. **Game Warden Lieutenant and Major (OT)**

Game Warden Lieutenants and Majors shall receive 25 percent (25%) of their base weekly salary per week irrespective of the maximum of their pay grades as full compensation for all overtime hours.

Article 22
Work Year/Regular Hours/Overtime State Police Lieutenants

1. **Regular Work Year**

Lieutenants shall be eligible to receive one hundred four (104) scheduled days off per year. The number of days may be arranged over a two (2) or three (3) year cycle. Days voluntarily worked in whole or in part on scheduled days off in elective programs such as Operation Stonegarden and Governor's Highway Safety Program (GHSP) initiatives are considered as days off for purposes of this section.

The regular work year shall be scheduled to provide seventeen (17) or more weekends off per year which may be arranged over a two (2) or three (3) year cycle. A weekend is a period of no less than forty-eight (48) hours commencing with the end of the last scheduled shift worked, which started at or prior to 6:00 pm Friday, except for the interstate patrol shift which started at or prior to midnight Friday.

2. **Regular Hours and Overtime**

The regular work shifts shall be as follows for Lieutenants:

(a) A day shift commencing between 6 am and 8 am on a staggered or non-staggered basis as the Department may determine; alternate schedules for NIU will be an appropriate agenda item for labor management.

(b) An evening shift commencing between 3 pm and 6 pm on a staggered or non-staggered basis as the Department may determine.

(c) A night shift as may be established by the Department, commencing between 10 pm and midnight on a staggered or non-staggered basis as the Department may determine.

(d) Nothing hereunder shall prevent the Department from establishing additional or overlapping work shifts. Staggering of the basic day and evening shift shall not be used to provide twenty-four (24) hour coverage.

(e) An employee shall be scheduled for at least eight (8) hours off between the end of one (1) scheduled shift and beginning of his or her next scheduled shift.

3. **Regular Workweek, Workday**

Effective July 1, 1986, the normal work week is forty-five (45) hours, with a regular work day of nine (9) hours, averaged over a multi-week work cycle as presently constituted. The workday, as presently constituted, includes a paid mid-tour meal period generally not exceeding thirty (30) minutes.

4. **Swap Days For Watch Commanders**

Swap days for Watch Commanders shall not be considered a change requiring collective bargaining.

5. **Base Pay**

Base weekly pay for Lieutenants, shall normally be base hourly rate multiplied by forty (40) hours per week, plus five (5) hours of overtime paid at the time and one-half rate.

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6. **Overtime for Lieutenants:**

(a) Except as otherwise provided in this Article (including Section (b), below), overtime hours worked in excess of an employee's applicable regularly scheduled Daily Hour Limit or eighty (80) hours in a pay period shall be paid in cash or compensatory time off at the discretion of the employer, at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

(b) Overtime and holiday compensation time shall not be pyramided.

(c) The Department will endeavor to afford Lieutenants the opportunity to utilize compensatory time off within a reasonable time after it accrues. At the end of the accrual year, Year "A" any unused compensatory time off may be carried over until the end of Year "B", but not thereafter. 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. 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 straight time rate of pay then prevailing. Except for mandatory compensatory time such as for overtime on a holiday worked, any compensatory time balance at the end of the first full pay period 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.

(d) State Police Lieutenants shall be compensated for a minimum of fifteen (15) minutes for each business telephone call after having been reached (but without reporting to his/her duty station or work location) at the straight time rate or overtime rate, as appropriate, but shall not be considered to have been "called in" by reason of such telephone work. However, multiple phone calls occurring during any fifteen (15) minute period shall not trigger a new guarantee.

7. **Overtime Pay for Lieutenants:**

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), moving time, paid military leave and personal leave shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation.

8. **Call In Pay**

An employee who is called in to work at any time other than continuously into his/her regularly scheduled shift shall be considered as working overtime during all such hours worked and shall be guaranteed a minimum of four (4) hours pay at time and one half the employee's rate of pay, in cash or compensatory time off at management's discretion.

9. **Compensatory Time**

On separation from service for any reason, unused compensatory time off will be paid off in cash in a lump sum with the final payment for services at the base rate of pay then prevailing.

10. **Exclusions from Overtime**

(a) Overtime work does not include voluntary programs, whenever scheduled, nor any of the following:

(1) conferences with private attorney or Attorney General's staff concerning job-related litigation when the employee is a defendant or witness;

(2) attendance at a disciplinary, grievance, or other hearing other than as a witness for the State;

(3) self-activation during travel time to and from any training schedule on a day off;

(4) promotional examinations.

(5) time spent for retesting after failing any physical fitness test (provided, however, that the Department will not retest employees during otherwise off-duty hours).

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(b) Notwithstanding any contrary provision of this Section, the following shall be considered to be overtime, provided, however, the Department may at its exclusive option grant compensatory time off at straight time rates in lieu of cash compensation:

(1) the Department's required annual medical examination, including travel time to and from the examination, when scheduled on an employee's day off; and

(2) the physical fitness evaluation required by the Department when scheduled on an employee's day off, including travel time to and from the evaluation site; and

(3) assigned training activities scheduled on an employee's day off, but excluding travel time to and from the training site.

11. **Duty Week Pay**

A Lieutenant who serves as a Watch Commander officer shall receive extra pay for each such week of immediate availability as follows:

"Watch Commander" 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 "Watch Commander" 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 Watch Commander duty performed on the same workday.

12. **Self Activation**

Overtime worked as a consequence of self-activation is subject to Department approval that such self-activation was necessary. Self-activation shall be subject to the discretion of the Commissioner under Section 6 of this Article, and the On Call, Standby Duty and Available Status Article, Section 12.

13. Overtime under this Agreement shall not be pyramided for Lieutenants.

14. **VSP Special Teams**

State Police Lieutenants who are assigned and serve on the special teams of Critical Action Team, Bomb Squad, Tactical Services Unit, SCUBA, Crisis Negotiation Unit, Search and Rescue, K-9, Honor Guard, Crash Reconstruction, Drug Recognition Experts (DRE), Crime Scene Search (CSST), Clandestine Lab, and Member Assistance Program (MAP) shall receive a lump sum of five hundred dollars ($500) per full year of service on the team(s). An employee serving on more than one (1) team shall be eligible for only one (1) such payment. State Police Lieutenants who are assigned to serve as the commander of a special team listed above shall receive a lump sum of seven hundred fifty dollars ($750) in lieu of the five hundred dollars ($500) described above.

Each Lieutenant assigned to serve on the special team(s) shall receive a prorated share of the five hundred dollars ($500) special team allowance, or the seven hundred fifty dollars ($750) allowance for team commanders, based on the number of complete pay periods served on the team(s) since assignment to the team(s) or since s/he last received the special team allowance, whichever is less. The special team allowance payment will be made for employees assigned to the team(s) prorated accordingly for the amount of time served on the team(s) since the previous September 1st. Proration shall be calculated on the number of complete pay periods served. Prorated payment of the special team allowance shall also be made to assigned members who terminate employment with the Vermont State Police or who leave the team before the September 1st payment is made.

Should, during the term of this Agreement, the Department of Public Safety create a new special team(s), which is eligible for an special teams allowance, on which State Police Lieutenants are assigned to serve, such employees will be paid as described in this Section.

15. All Vermont State Police Lieutenants shall receive forty (40) hours of straight time pay each fiscal year (July 1 – June 30), payable with the first full pay period in August, as compensation

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for work related duties which are integral to job expectations and performance as a State Police Officer but are performed in off duty hours.
16. Notwithstanding the provisions of Article 47, State Police Lieutenants shall receive one (1) less personal day of leave than is otherwise provided by the contract in each year.

Article 23
State Police Lieutenants
Physical Fitness Program and Assessment

1. State Police Lieutenant hired into the Department on or after July 1, 1986, shall be required to fully participate in the department's physical fitness program (presently set out in Section V, Chapter 11, Article I, II and Article III) as a condition of employment. Failure to meet the physical fitness standards established for each age group by sex may lead to appropriate discipline as provided in the above referenced sections.
2. In order to be considered eligible for promotional opportunities each member shall, in the previous (2) two consecutive testing cycles, either meet or exceed the physical fitness standards established for the applicable age group. The member must meet minimum requirements during their promotional probationary period. Failure to meet minimum requirements during a promotional probationary period will result in demotion.
3. Members must maintain at least a "good" rating to participate in Department Special Team assignments. Failure to achieve at least a "good" standing will result in suspension from assigned team until such time as the member achieves a "good" rating.
4. Bargaining Unit employees shall be required to be assessed as follows:
   - Blood pressure and pulse checks (Fall assessment);
   - Height and weight measurements (Spring and fall assessment);
   - Coronary risk assessment (Spring and fall assessment);
   - Concept 2 Rower (Spring and fall assessment).
5. An employee who is identified as a high coronary risk by the Coronary Risk Assessment will not be required or allowed to participate in the fitness tests unless a physician states in writing that the employee is capable of participating in the fitness tests.
6. All employees who participate in the physical fitness program conducted in the Fall of each year shall, as an alternative to the award of personal leave set out in Vermont State Police Policies, receive extra payment as follows:

Score	Payment Amount
Average	$125
Good	$225
Excellent	$325
Superior	$425

Payments made hereunder shall not be considered part of an employee's base hourly rate of pay for any purpose.
7. In the event the physical fitness standards are changed, the State will negotiate the impact of such change on the award payments.
8. Effective July 1, 2005, employee participation in a Spring physical fitness testing program shall be mandatory. Employees who participate in a physical fitness program conducted in the

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spring shall, as an alternative to the award of personal leave set out in Vermont State Police Policies, receive extra payment as follows:

Score	Payment Amount
Average	$125
Good	$200
Excellent	$250
Superior	$300

Article 24
Corrections Supervisors
Competency Supplement

1. All Department of Corrections personnel in the Supervisory Bargaining Unit, shall receive a special overtime premium of fifty dollars ($50) an hour, or their regular overtime rate of pay, whichever is greater, for participation in competency training as specified below, not to exceed ten (10) hours per calendar quarter.
2. Such special overtime rate shall be earned by attendance at: training programs or sessions as may be conducted by the Corrections Department; by attending job-related conferences designated by the Department; by pursuing independent study of job-related materials approved or furnished by the Department; and by successfully participating in any curriculum as may be provided by the Department. The Department shall provide twenty (20) hours of such training every six (6) months per fiscal year which shall be scheduled outside of normally scheduled working hours and outside of any other normally required overtime work that may be required of employees in the listed classes. Employees may exceed twenty (20) hours of such special overtime premium in a six (6) month period; however, such special premium shall not exceed an aggregate of forty (40) hours per fiscal year. The Department may test employees as regards to the success of the training provided that such testing shall not adversely impact on eligibility for the compensation or that the results of the test adversely affect the employee's performance evaluation unless related to specific skills tests which are a requirement of the job such as air packs, CPR, etc.

On request and with approval of management, an employee may be allowed to alter a shift or workweek within a pay period for convenience in attending such training activities. Management's discretion in this regard is not subject to grievance.

Management has the prerogative to schedule up to three (3) days in a block of time per fiscal year away from the work site to conduct competency training sessions for specified job classifications. Such block training shall count towards the forty (40) hours of competency supplement training per year.

Attendance at such sessions may be required, but exceptions shall be permitted for family emergencies or approved leaves. Reimbursement for attendance at such training shall be through competency supplement under the following conditions:

(a) The session is conducted during the employee's time off through the regular schedule; or

(b) The employee agrees to an approved flex of his/her schedule in order to make up for the time away.

Physical fitness training for up to ten (10) hours every six (6) months per fiscal year may be applied to eligibility of the program up to a maximum of twenty (20) hours per fiscal year. Such

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applicability of standards may be an appropriate subject matter for the facility or Department Labor Management Committee and an individual's participation is subject to the Superintendent's approval.

3. Any compensation earned for participation in competency training shall be payable in the paycheck for the pay period in which the training was entered on the employee's time report. Employees who transfer to another department, or separate from state service, shall normally be paid at the time of separation.

4. At the option of the Department of Corrections, the amount of competency training time that needs to be made available and/or the employee may be eligible to attend, under the above sections, may be prorated relative to part-time employees.

Article 25
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. Employees affected by such decisions shall receive thirty (30) days' notice prior to the effective date of implementation.

4 The provisions of the Article are not applicable to State Police Lieutenants.

Article 26
Supervisory Training

A joint Labor/Management Committee designated by the parties will meet periodically to discuss the State's Supervisory Unit 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.

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Article 27
Sabbatical Leave

Subject to the operation needs of a department, an employee with seven (7) years of service may be granted a once-in-career sabbatical leave without pay for up to one (1) year. The return rights and computation of length of service for all purposes shall be the same as other unpaid leaves of absence in The Educational Leave Article of this contract. An employee shall be eligible to remain in the State medical insurance plan by paying the full premium.

Article 28
Overtime

1. **Introduction**

The following provisions shall apply to all employees covered by this agreement except State Police Lieutenants who are covered by the Shift and Weekend Differential Article.

(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 of 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 or when distributing involuntary overtime, unless a medical exemption has been granted. Requests for medical exemption from overtime work will be made in writing and shall include the nature of the illness, prognosis, and the anticipated date the employee can be expected to resume overtime work. The employee must reapply every three (3) months for the exemption. This exemption may be renewed for a period longer than six (6) months at the sole discretion of the appointing authority. This provision shall not be the sole basis for determining an employee's employment status unless working overtime is an essential function of the particular classification. 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.

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(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 authorize their own overtime in the absence of management when the circumstances clearly necessitate that the employee work the additional hours. The State, in its discretion (which is not grievable), may issue written directives to individual employees prohibiting self-activation for overtime after the date of the written directive.

(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) workweek 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 workweek, or if applicable, eighty (80) hours per two (2) workweek 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 24 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 24 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 24 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) workweek period. Employees in classes assigned to pay grade 24 shall

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receive overtime compensation in the form of cash or compensatory time off, solely at Management's discretion.

(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:

VCJC Admin & Compliance Director
VCJC Training & Curriculum Development Director
Chief Environmental Enforcement Officer
Fish Culture Engineer
Fish Culture Specialist IV, V, VI

(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.

(5) **Overtime Category 18.** Employees in classes assigned to pay grades 25 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.

(6) **Overtime Category 20.** (or other assigned number) The overtime rate for employees in a flextime program shall be based on the pay grade of the participants.

(7) **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.

(8) **Overtime Category 39.** Employees in the class(es) 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. 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 location 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.

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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,
paid military leave and,

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) An employee required to work more than sixteen (16) consecutive hours shall be given consideration for compensatory time off with pay, on an hour-for-hour basis, on his or her next regularly-scheduled work shift. This provision is inapplicable to uniformed State Police or to employees in Overtime Category 13.

(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 workdays) 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

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.

(1) 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.

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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 and if granted, shall endeavor to schedule the time off within a reasonable time. 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 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.

Except for mandatory compensatory time such as for overtime on a holiday worked, any compensatory time off balance on 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.

(b) Employees may request compensatory time off in lieu of cash or a combination of both.

(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, unless otherwise provided for in this Agreement.

(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.

Article 29
Shift and Weekend Differential

1. These provisions shall not apply to employees in Overtime Categories 13 and 18.
2. Effective the first full payroll period in July 2022, Shift Differential rates shall be:

Shift	Rate per Hour
2nd	$2.00
3rd	$2.50

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, 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.

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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 full pay period in July 2022, receive a weekend differential of one dollar and fifty cents ($1.50) per hour on any weekend shift. 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. Any employee regularly assigned as an FSU Supervisor who actually works on a weekend shift, pursuant to regular assignment, shall receive such weekend differential provided they do not self-activate or self-schedule such regular assignment.
8. Agency of Transportation employees directed to work field assignments and who are required to alter their shifts of work on a temporary basis to meet the needs of the Agency shall be paid a differential of forty dollars ($40.00) per workday when the employee is required to work a minimum of eight (8) hours between the hours of 6 pm and 6 am. This differential shall be in addition to any shift and/or weekend differentials the employee may be eligible to be paid.

Article 30
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 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 "call-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 hours of compensation as applied above.

Article 31
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 pager within one (1) hour of being called, and report for duty where needed within

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one (1) hour of being reached, or normal commuting time to the duty station or other work location, 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.

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 pager or phone during off duty hours.

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

(c) If an employee is assigned to be in standby status on a holiday, they shall receive a compensatory day off, prorated for the day or part of the day as appropriate in addition to the compensation otherwise due.

Article 32
Observance of Holidays

1. **Holidays**

The following legal holidays as established by 1 V.S.A., Section 371, shall be observed by State offices:

New Year’s Day, January 1
Martin Luther King Jr.’s Birthday, the third Monday in January
Washington’s Birthday, Third Monday in February
Town Meeting Day, First Tuesday in March
Memorial Day, Last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, First Monday in September

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Indigenous People's Day, Second Monday in October
Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Day, December 25

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. **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 9 and 10(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.

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

6. **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 the Day After Thanksgiving.

Compensatory Time Option: Except as described in the following two (2) 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.

Paragraphs6(b), (c), (d), & (e) below do not apply to employees in Overtime Categories 13 and 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, 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 comp 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

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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

(1) 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 Section (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 7(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 shall apply for the following days observed as legal holidays:

New Year's Day, January 1
Martin Luther King Jr.'s Birthday, the third Monday in January
Washington's Birthday, Third Monday in February
Memorial Day, Last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, First Monday in September
Indigenous People's Day, Second Monday in October
Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Day, December 25

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

Town Meeting Day, First Tuesday in March

(3) Notwithstanding any contrary provision of this Section, for employees in Overtime Categories 15, and 16 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.

7. Time off for legal or administrative holidays or the day after Thanksgiving shall not be charged against sick or annual leave.

8. An employee who is off payroll due to disciplinary suspension, absent without authorization, or on any unpaid leave of absence 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.

9. **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 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, 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.

10. **State Police Lieutenants**

(a) 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 the number of hours in his/her regular workday. The compensation shall be in cash or in compensatory time off if the employee so chooses and if the employer can grant the compensatory time off.

If the "designated rate" for the holiday is time and one-half and the employee requests compensatory time off for all hours actually worked that day, the employer may determine to pay for hours actually worked, in compensatory time off at straight time and four and one-half (4.5) hours in compensatory time off or cash at straight time.

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(b) 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 his or her regular workday in cash, which shall be in addition to his or her regular compensation. The Department will attempt to accommodate an employee's request for a compensatory tour of duty off in lieu of cash for such holiday, but may grant or deny such request based on its determination of the operating needs of the Department in relation to available staffing.

(c) 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 his or her regular hourly rate for the number of hours in a regular workday at designated rates in cash, plus cash (or compensatory time off if the employee chooses and if the employer can grant the time off) at straight time rates for all hours worked not to exceed the regular workday. Such compensation shall be in addition to the employee's minimum regular compensation.

(d) Notwithstanding any contrary provisions of this Agreement, an employee who works "overtime" on a holiday (i.e., who works more than eight (8) hours on a holiday) shall be paid at the applicable rate pursuant to the Overtime Article.

11. 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.

12. 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; Correctional Facilities at Windsor, Woodstock, Springfield, St. Johnsbury, St. Albans, So. Burlington, and Rutland (and Newport or St. Johnsbury Work Camp if applicable); Department of Public Safety's State Police Officers and Clerk Dispatchers, the Vermont Psychiatric Care Hospital and the River Valley Therapeutic Residence.

Article 33
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 the Agency, Department

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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 relative to 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 Committee through the completion of an appropriate form submitted to either the Department of Human Resources or the VSEA. A form may be obtained by calling either the Department of Human Resources or the VSEA. Employees are strongly encouraged, but not required, to work with their immediate supervisor to reconcile issues prior to formally reporting them to the Committee for review.

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 received 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 believe (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.

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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 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 as the Committee's resources allow.

(3) Review of complaints in the safety/health area which are referred to the committee consistent with Section 4 of this Article.

(4) Encourage and aid in the identification of safety and health issues and may provide recommendations to Agencies/Departments as necessary.

(5) Committee recommendations will be referred to the Secretary of Administration and copied to the VSEA.

(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 65 degrees or more than 85 degrees. Air quality standards for newly-constructed or newly-leased buildings shall be a subject for consideration/recommendation by the Safety and Health Maintenance Committee.

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Article 34
Annual Leave

1. **Purpose**

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

2. **Policy**

(a) A classified employee is provided opportunity to accrue annual leave in order to have periods of rest and relaxation from his or her job for health and wellbeing, 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.

Years of Service	Accrual Rate per Pay Period (hours)	Accumulation Cap (hours)
0-5	3.69	260
5-10	4.62	300
10-15	5.54	340
15-20	6.13	360
20-30	6.46	380
30+	7.38	380

Accrual rate is the number of hours the employee shall accrue per pay period.
Accumulation Cap is the maximum number of hours an employee may accumulate.
Years is the range of the number of years of full-time service.

(e) A part-time classified employee earns leave on a pro-rated basis. For example, an employee who works a half-time schedule earns one-half (1/2) of the regular accrual per pay period 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, however, 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 herein, 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.

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(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 educational leave with or without pay shall be counted in determining rates of annual leave accrual.
(i) Upon satisfactory completion of the first six (6) months of employment in the classified service, annual leave shall be earned on the basis of completed full pay periods of service. A permanent status classified employee shall not be penalized his or her annual leave credit for any pay period during which the employee is off payroll or on an unpaid leave of absence for fewer than twenty (20) hours. However, an employee who is off payroll or on an unpaid leave of absence for twenty (20) hours or more during a pay period shall not accrue annual leave for that pay period. This twenty (20) hour test shall be prorated accordingly for part-time employees. This test shall also apply to the bank of annual leave credited to the employee's account upon completion of the first six (6) months of employment. For example, an employee who was off payroll for two (2) weeks during his or her second month of employment would be credited with only five (5) days of leave at the end of the first six (6) months. If the same employee was again off payroll for two (2) weeks during the third month of employment, (s)he would only be credited with four (4) days.
(j) An employee reemployed after layoff or a restored employee shall accrue annual leave upon completion of his or her first complete pay period of service.
(k) An employee on educational leave of absence without pay shall not accrue annual leave. (S)He shall, however, be entitled to normal school vacations and school holidays occurring within a school semester.
(l) Annual leave credits shall not be advanced for use prior to their being credited to the employee's account.
(m) A classified employee granted leave of absence without pay may use his or her accumulated annual leave before entering upon leave-of-absence status, or(s)he may request that it be retained in his or her account until return to active duty. In the instance of a classified employee granted a leave of absence 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 or her 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 workdays of the final payroll period of employment, shall be entitled to annual leave accrual for that payroll period.

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(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 35
Sick Leave

1. **Purpose**

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

2. **Policy**

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

(a) Accrual

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

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

(ii) At the end 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:

Years of Service	Accrual Rate per Pay Period
0-5	3.69
5-10	4.62
10-20	5.54
20+	6.46

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

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

(2) A part-time classified employee earns leave on a pro-rated basis. For example, an employee who works a half-time schedule earns one-half (1/2) of the regular accrual per

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pay period sick leave; if he or she worked four (4) days a week, he or she would earn four-fifths (4/5) of the regular pay period accrual, etc.

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

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

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

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

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

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

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

(b) Use of Sick Leave

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

(2) 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 health care provider, authorized to practice in the State in which the health care provider practices and performing within the scope of their practice as defined under State law, ("health care provider").

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(3) Unless physically unable to do so, an employee shall notify his or her supervisor or other person designated by the appointing authority no later than one (1) hour prior to the beginning of the scheduled workday, of his or her inability to report to work and the nature of the illness. Unless physically unable to do so, if the employee occupies a position that normally must be filled (i.e., staffing at the Vermont Veterans' Home, the Vermont Psychiatric Care Hospital, or the River Valley Therapeutic Residence, Department of Public Safety Dispatch Supervisors), 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.

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

(i) justify the approval of sick leave; and

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

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

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

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

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

(8) 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 the Vermont Veterans' Home, the Vermont Psychiatric Care Hospital, the River Valley Therapeutic Residence, 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)

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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 health care provider'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/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. **Long-Term Disability (LTD) Sick Leave Bank**

Supervisory unit members may donate up to fifty (50) percent of their annual leave entitlement and up to all of their accrued personal leave entitlement to an LTD Sick Leave Bank, provided that each member retains at least eighty (80) hours of annual leave after such donation is made. The LTD Sick Leave Bank is for the benefit of a supervisory 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 continuing employment under preexisting statute, contract provision, or regulation.

The Bank will operate on a calendar year basis from January 1, 1989, and will be administered by a joint Labor Management Committee selected by the VSEA and the State.

Supervisory unit members will be notified of the months in which donations may be made, twice per calendar year. Not more than one thousand two hundred (1200) unused bank hours may be carried over from calendar year to calendar year.

Article 36
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 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

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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 37
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) An employee who is unable to work due to a tick borne illness.
   (f) 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

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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 VSA 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 38
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

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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, V.S.A. 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.

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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.

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

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

2. **Procedures**

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

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

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

Article 39
Parental/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 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

(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 domestic partner:

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(i) have shared a residence for at least six (6) consecutive months
(ii) are at least eighteen (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 eighteen (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.

(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 stood in loco parentis when the employee or their spouse or civil union or domestic partner was under eighteen (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; or

(2) Pregnancy and recovery from childbirth or miscarriage;

(3) The birth of a child or initial placement of a child eighteen (18) years of age or younger with the employee for the purpose of adoption of foster care and to care for or bond with a child within one (1) 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 (1) year after the family member's death;

(5) Safe Leave related to domestic violence, sexual assault, or stalking pursuant to 21 V.S.A. §470 et seq.; or

(6) Qualifying exigency when a member of the eligible employee's 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 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.

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(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 the 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 advanced 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 a 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 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 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 the same types of 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.

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(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 the same types of 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.

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(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 and 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 (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 the same types of 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 a violent crime or act of delinquency; or

(4) was killed as a result of an alleged crime or act of delinquency.

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

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(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.

(d) At the employee's option, the employee may use the same types of 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.

Article 40
Educational Leave and Career Development

1. **Educational Leave With Pay** may be granted on request of the employee and with the approval of the appointing authority and Commissioner of Human Resources.

(a) The employee shall agree to pass the required course of study or reimburse the State for all funds received including salary, while on leave. And, agrees to continue employment with the State on a calendar for academic year basis or reimburse the State for all funds received while on leave, including salary, prorated according to the unexpired period of obligation. Reimbursement can be waived in whole or in part by the Human Resources Commissioner if the employee's obligation cannot be met through no fault of the employee.

2. **Educational Leave Without Pay** may be granted on request of the employee and with the 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).

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(c) Time spent on educational leave shall be counted in determining the rate of annual and sick leave accrual and reduction in force rights, but no leave benefits shall be accrued or credited.

Article 41
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 received by the Department of Human Resources between November 30th and December 15th. For courses beginning between July 1st and December 31st, applications must be received by the Department of Human Resources between May 30th and June 15. 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. In each fiscal year covered by this contract, twenty thousand dollars ($20,000) will be made available for courses beginning between July 1 and December 31, and

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twenty thousand dollars ($20,000) 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, up to five hundred and forty dollars ($540) per credit, to the employee. 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 percent (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 forty thousand dollars ($40,000) plus an additional amount for administrative expenses for each fiscal year covered by this contract for the Supervisory 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 a fiscal year shall be available for tuition reimbursement in the following 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.
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. State Police Lieutenants shall be eligible to participate only in the Supervisory Unit Tuition Reimbursement Program.
17. Employees approved for tuition reimbursement prior to being officially notified of their reduction in force, shall be eligible only for that tuition already approved.

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18. In order to be eligible for tuition reimbursement benefits under this Article, employees must have successfully completed their original probationary periods prior to the deadline for filing tuition reimbursement applications.

Article 42
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 the provisions of USERRA, or such additional rights as specified in section 2(b) below.

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

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

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

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

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

(g) Military Training

A permanent-status or limited-status classified employee who is a member of the Organized Reserve or National Guard shall be allowed military leave with pay, at the rate of his or her normal base salary prorated as appropriate, for any authorized training, UTA, AT Period, or other State or Federal service up to a maximum of fifteen (15) workdays scheduled by military authority in any Federal Training Year - October 1 to September 30. A permanent-

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status or limited-status classified employee who has more than fifteen (15) days of authorized military duty scheduled in one (1) Federal Training Year shall not be entitled to leave with pay for those days in excess of fifteen (15), and shall be placed in an off payroll or leave of absence status, unless he or she elects to use accumulated annual, personal leave, or compensatory time leave credits for the period of absence.

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

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

(j) Miscellaneous Military Obligations

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

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

(k) Inactive Duty Training

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

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

2. **Responsibilities**

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

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

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

3. **No Loss of Other Benefits**

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

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Article 43
Leave of Absence for Political Activity

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

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

3. **Political Activity**

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

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

Article 44
Fire and Rescue Duty

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

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

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Article 45
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 46
Court and Jury Duty

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

Article 47
Personal Leave

1. Members of the Supervisory Bargaining Unit shall receive personal leave during each fiscal year they remain members of the Supervisory Bargaining Unit as outlined in the following schedule of years of continuous State service on any July 1:

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Years of Service	Personal Days Received
0-5	3
5-9	4
10-14	5
15+	8

2. Personal leave shall be taken by the employee at times mutually agreed upon by the employee and his or her supervisor or appointing authority.
3. Unused personal leave shall not be compensable in cash, except as provided for in Section 6, below; shall not be convertible to other forms of leave, nor may it be accumulated from accrual year to accrual year.
4. Personal leave shall be considered "hours actually worked" for purposes of computing overtime.
5. Personal leave is not to be charged as sick leave, annual leave or compensatory time.
6. (a) Personal leave which is unused at the end of the accrual year through no fault of the employee (i.e., circumstances that the employee could not control or predict) or which the appointing authority determines cannot be used during the remainder or all of an accrual year shall be paid off in cash at straight time rates then prevailing.

(b) Any unused personal days not paid in cash under Section 6(a), above, may be used in the succeeding accrual year but not thereafter. If unused in the next accrual year, the carried over days shall not be compensable in cash, convertible to other forms of leave, or carried over to any succeeding accrual year.
7. In the event that an employee is designated as a Supervisor and becomes a member of the Supervisory Unit during any portion of the fiscal year, the personal leave hours afforded such employee shall be computed on the following basis:

Fiscal Year Quarter	Personal Leave Hours Afforded
1st	100%
2nd	75%
3rd	50%
4th	25%

Employees receiving prorated personal leave in the fourth quarter may carry them over into the first quarter of the following fiscal year.
8. Employees who leave a Supervisory Unit position to accept another position in State service shall be permitted to retain unused personal leave days on the following basis prorated for the quarter in which they leave:

Fiscal Year Quarter	Unused Personal Leave Hours Permitted to Retain
1st	25%
2nd	50%
3rd	75%
4th	100%

Such retained personal leave shall be subject to the provisions of paragraphs 3 and 6 of this Article.

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9. 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 accruals based on the initial date of hire into the Supervisory position.
10. Personal leave accrual and eligibility criteria shall be prorated, as appropriate, for permanent-part-time employees.

Article 48
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 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 operational despite emergency conditions, continued operations with a reduced work-force may be authorized. In such instances, employees who are authorized to leave work early may do so without loss of pay or benefits. Employees who are required to remain at work shall receive compensatory time at straight time rates.
4. An employee who is unable to report to work due to weather or other emergency conditions shall have the absence charged against accumulated compensatory time or annual leave, in that order.
5. An employee who cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons may use sick leave or alternatively, have the absence charged against accumulated compensatory time or annual leave, in that order.
6. 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.
7. Employees required by management to work in a closed facility during complete emergency closings under (6) above, shall receive hourly pay at straight time rates for the hours so worked. This payment will be in addition to the employees' regular pay.
8. Employees required to work at a temporary location, upon closure of their regular work location, due to an emergency closing, shall be eligible for mileage reimbursement to/from such temporary location for miles actual and necessarily traveled in excess of their normal commute distance. This provision shall be applicable until such time that the employee is returned to their original work location or an alternate work location becomes a permanent assignment.

Article 49
Salaries and Wages

1. The compensation plans for State employees covered by this Agreement, except State Police Lieutenants and Supervisors in the Department of Corrections, shall be as follows:

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Pay Chart	Effective Date
Appendix I	July 1, 2026
Appendix II	Start of first full pay period in July 2026 (July 12, 2026)
Appendix III	Start of first full pay period in January 2027 (January 10, 2027
Appendix IV	Start of first full pay period in July 2027 (July 11, 2027)

2. Salary is computed as an hourly rate rounded to the nearest whole cent.
3. (a) Effective with the start of the first full payroll period in July 2026, all employees covered by this Agreement shall receive a two percent (2%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid. Effective with the start of the first full payroll period in January 2027, all employees covered by this Agreement shall receive a two percent (2%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid. Effective with the start of the first full payroll period in July 2027, all employees covered by this Agreement shall receive a three percent (3%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid.

   (b) Employees equal to or more than two percent (2%) above the maximum for their pay grade on the effective date of the July 2026 increase shall instead receive a lump sum payment equivalent to two percent (2%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July 2026. Employees equal to or more than two percent (2%) above the maximum for their pay grade on the effective date of the January 2027 increase shall instead receive a lump sum payment equivalent to two percent (2%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in January 2027. Employees equal to or more than three percent (3%) above the maximum for their pay grade on the effective date of the July 2027 increase shall instead receive a lump sum payment equivalent to three percent (3%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July 2027.

   (c) Employees who are less than two percent (2%) above the maximum of their pay grade on the effective date of the July 2026 increase, shall receive that proportion of the increase that will result in their placement on step 15 of their pay grade, and shall receive the difference between this base salary increase and the two percent (2%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above. Employees who are less than two percent (2%) above the maximum of their pay grade on the effective date of the January 2027 increase, shall receive that proportion of the increase that will result in their placement on step 15 of their pay grade, and shall receive the difference between this base salary increase and the two percent (2%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above. Employees who are less than three percent (3%) above the maximum of their pay grade on the effective date of the July 2027 increase, shall receive that proportion of the increase that will result in their placement on step 15 of their pay grade, and shall receive the difference between this base salary increase and the three percent (3%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above.

   (d) Effective on first day of the first full pay period in July 2026 those employees who are permanent or limited status, classified employees on the preceding day, and who have an annualized salary which is less than twenty-nine thousand, one hundred and twenty dollars

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($29,120) (after the addition of the two percent (2%) increase is applied), will be paid one-fourth (1/4) of the difference between their annualized salary and twenty-nine thousand, one hundred and twenty dollars ($29,120) (after the addition of the two percent (2%) increase is applied) at the beginning of each calendar quarter so long as their annualized salary is still less than twenty-nine thousand, one hundred and twenty ($29,120) at the beginning of that calendar quarter. Effective on first day of the first full pay period in January 2027 those employees who are permanent or limited status, classified employees on the preceding day, and who have an annualized salary which is less than twenty-nine thousand, one hundred and twenty dollars ($29,120) (after the addition of the two percent (2%) increase is applied), will be paid one-fourth (1/4) of the difference between their annualized salary and twenty-nine thousand, one hundred and twenty dollars ($29,120) (after the addition of the two percent (2%) increase is applied) at the beginning of each calendar quarter so long as their annualized salary is still less than twenty-nine thousand, one hundred and twenty ($29,120) at the beginning of that calendar quarter. Effective on the first day of the first full pay period in July 2027, those employees who are permanent or limited status, classified employees on the preceding day, and who have an annualized salary, (after the addition of the three percent (3%) increase is applied) which is less than twenty-nine thousand, one hundred and twenty dollars ($29,120), will be paid one-fourth (1/4) of the difference between their annualized salary and twenty-nine thousand, one hundred and twenty dollars ($29,120) (after the addition of the three percent (3%) increase is applied) at the beginning of each calendar quarter, so long as their annualized salary is still less than twenty-nine thousand, one hundred and twenty dollars ($29,120) 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. All employees covered by this section shall receive the above increases for each fiscal year.

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

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

5. Computation of Step Dates, and requirements for step movements for the Pay Plan in effect on June 30, 1990, shall remain unchanged.

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. State Police Lieutenant Compensation:

The compensation plan for State Police Lieutenants covered by this Agreement shall be as specified in Appendix G and Appendices V, VI, VII and VIII.

7. Except as specified in Paragraph 6 in Article 12 (Performance Evaluation), 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 will result in loss of credit for that years' service in computing time on step.

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8. 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.
9. 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.
10. Rate After Promotion, Upward Reallocation or Reassignment

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

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

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

Notwithstanding the above, an Appointing Authority may request that an existing employee, who is promoting to a position in a higher pay grade, be hired into range, in accordance with the provisions of paragraph 15.

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 or Appendix G as applicable herein), based on the effective date of the promotion or upward reallocation.

11. 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.

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(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.

12. 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.

13. (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.

14. 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.

15. 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 similarly experienced 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 15 or 16 so long as the hiring rate specified for the class remains unchanged.

(b) Changing Hiring Rate

(1) To raise the hiring rate for one 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

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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, VSA 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.

16. Other Adjustments

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

(b) Nothing in Sections 15 or 16 shall prevent the Commissioner of Human Resources from subsequently lowering the hiring rate for one 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-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.

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(i) The State and VSEA will establish a joint study committee consisting of four (4) representatives from the State and four (4) representatives from VSEA to discuss methods and funding to extend the State Police Lieutenant's Pay plan to Bargaining Unit members who currently are required to retire by the age of fifty-five (55) and in the Group C Retirement Plan.

Article 50
Pay Checks

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

Article 51
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 is 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 third consecutive workday 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 (2) 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 three (3) consecutive days eligibility criteria in paragraph 1, above.

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Article 52
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 53
State Employee Health Plans

1. State Employee Health Plans:
   (a) The new 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 Point of Service (POS) plan with the common mental health and substance abuse, prescription drug, vision, and wellness benefits; and

   The State will provide the current State Employee's Wellness Program to all covered employees and retirees (but not dependents) enrolled in one of the 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 (if applicable) and Select Care POS Plans shall implement the following. There shall be an initial deductible of twenty-five dollars ($25.00) per patient for each year. Commencing on January 1, 2019, the initial deductible will increase to fifty dollars ($50.00). 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 (3) 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 ($675.00), effective January 1, 2009, and seven hundred fifty dollars ($750) effective January 1, 2010. Co-payments made at the forty percent (40%) rate for non-preferred brands shall not be counted toward the maximum out-of-pocket limit (i.e., there shall be no maximum out-of-pocket limit for co-payments made at the forty percent (40%) rate for non-preferred brands). The maximum out-of-pocket shall apply to all co-payments made at the ten percent (10%) or twenty percent (20%) rate. The maximum out-of-pocket limit shall also apply to all co-payments made for Specialty drugs at the forty percent (40%) rate. Effective January 1, 2019, the prescription drug formulary, formerly referred to as “the list” shall change to the standard national formulary of the Pharmacy Benefits Manager and the State shall have the authority to authorize the Pharmacy Benefits Manager to apply reasonable quality and cost measures such as prior authorization and drug quantity management. The Pharmacy Benefits Manager shall, annually thereafter, provide a

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proposed list of the division of drugs into tiers prior to the implementation of such drug list. The parties will meet, review and discuss the list promptly. The parties must consider each other's positions in good faith. During any year, the Pharmacy Benefits Manager may bring forward revisions for discussion and review in accordance with this paragraph.

(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.

(d) The State of Vermont, through LiveWell Vermont, the State Employee Wellness Program, may offer influenza inoculations to permanent and temporary employees, regardless of whether they are members of the State Employee Health Plan(s), which shall be paid for by the Plan. However, the costs to provide such inoculations to non-members of the State Employee Health plan(s) shall not exceed twelve thousand dollars ($12,000) per Fiscal Year.

(1) Not later than March 31 of each Fiscal Year, the State shall provide the VSEA with the following information for that year:

(i) Number of participants who received the inoculation;

(ii) Total costs of the inoculation (including totals for vaccinations, staff time, overhead, etc.); and

(iii) Name of the vendor contracted to provide vaccinations and the amount paid for the contract.

2. Premium Share:

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

3. Insurance Pools:

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

(a) includes a membership larger than the groups currently covered by the state employees' health plans; or

(b) alters the structure of the state's current health plan offerings or their operating foundations; or

(c) has an impact on plan benefits; or

(d) increases premium rates; the State and VSEA agree to a limited contract reopener for the purpose of negotiating the impacts of such change. Both parties shall retain all statutory impasse rights.

4. Commencing on January 1, 2013, the SelectCare Health Insurance Plan employee co-payments that were fifteen dollars ($15.00) will increase to twenty dollars ($20.00). Commencing on January 1, 2019, the SelectCare Health Insurance Plan employee co-payments for non-specialist office visits that were twenty dollars ($20.00) will increase to twenty-five dollars ($25.00), specialist office visit co-payments that were twenty dollars ($20.00) will increase to thirty dollars ($30.00). SelectCare emergency room visit co-payments that were fifty dollars ($50.00) will increase to seventy-five dollars ($75.00). SelectCare magnetic resonance image (MRI) co-payments will be thirty dollars ($30.00). Commencing on January 1, 2021, there shall be a maximum out-of-pocket limit of one thousand five hundred dollars ($1500.00) for a single person coverage or three thousand dollars ($3000.00) for a two (2) person or family coverage.

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5. **Vision and Hearing Benefits:**
   (a) Effective, January 1, 2023, plan members shall be entitled to a one thousand five hundred dollar ($1,500.00) hearing aid benefit for each ear in a sixty (60) month period.
   (b) Effective January 1, 2027, the maximum non-medical vision benefits shall be increased to two hundred dollars ($200) annually.

6. 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:

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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 (1) 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

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illness or condition) a member may stay in their Plan for the remaining period of the medical leave of absence, plus extensions, so long as they continue to make payment of the entire premium in advance of the due date to the Department of Human Resources, Benefits Division. Any member under this Section, who drops or loses coverage, either voluntarily or by failing to pay the premium as required herein, shall not be eligible to re-enroll in a Plan during the remainder of their leave of absence status and may not rejoin a Plan upon return to active status until an open enrollment period arises.

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

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

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

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

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

7. **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.

8. **Pre-Tax Premium Payment**

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

9. **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.

10. **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

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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.

(g) Should the State enter into an Agreement with the Vermont Troopers' Association, Inc. which contains health plan terms which are more favorable than those contained herein, said terms shall be incorporated and shall become part of this Agreement.

11. **Vermont Family and Medical Leave Insurance Plan**

(a) The Vermont Family and Medical Leave Insurance (FMLI) plan shall be provided to members of the Bargaining Unit at no cost to themselves.

(b) Should FMLI be discontinued, an Across the Board Increase of one quarter of one percent (0.25) shall be applied effective with the beginning of the first full payroll period following such decision.

Article 54
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 who will be granted permanent and total disability benefits under the terms of life insurance contract in effect January 2, 1982, shall retain such benefit.

2. The amount of life insurance for an insured employee shall be an amount equal to two times (2x) current salary, but not less than twenty thousand dollars ($20,000). The word "salary" as used herein shall be construed to mean an employee's base salary exclusive of any and all other compensation. Automatic adjustments in coverage amounts and premium costs charged shall be made to coincide with salary increases and 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 (25%) of the premium, in advance of its due date, for the duration of the leave.

4. Any employee may request the Benefits 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

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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 retires in accordance with the terms of Title 3, Section 631(a)(2) shall be reduced and limited to ten thousand dollars ($10,000) on the date of retirement or as otherwise determined by the Legislature.

6. The total premiums for group life insurance provided under Sections 631 and 632 of Title 3 shall be paid by the State on behalf of retired employees referred to in Subsection 5 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. In addition to any life insurance benefits generally provided under this Article, a State Police Lieutenant who dies while on duty, but his or her beneficiary, upon application, is determined ineligible to receive the death benefit provided under federal law for trauma-related death in the line of duty, the State shall pay a special death benefit equal to one-half of the death benefit provided under federal law to such beneficiary designated under federal law, contingent upon appropriation by the Legislature.

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

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

11. The minimum hours working requirement for life insurance plan eligibility for permanent part-time employees shall be as follows: an employee must be certified by the appointing authority(s) as being expected to continue to work at least seven hundred and eighty (780) hours per plan year.

12. The State will provide an option for employees to purchase additional Life Insurance beyond the two times base salary. An employee may purchase supplemental Life Insurance up to a maximum of eight times the employee's base salary with a maximum of $1,000,000 (up to a maximum of three times the employee's base salary ($500,000 maximum) without providing evidence of insurability). The employee shall be solely responsible to pay any associated premium.

13. The State will provide an option for employees to purchase Life Insurance for eligible dependents with a maximum of $250,000. The employee shall be solely responsible to pay any associated premium.

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Article 55
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, 2014, the amount of the maximum covered dental expenses shall be one hundred percent (100%) for Class I, eighty percent (80%) for Class II, fifty percent (50%) for Class III, and fifty percent (50%) for Class IV of the plan allowed charges in effect on July 1, 2014, as determined by the Carrier, which shall be annually reviewed and updated by the Carrier.

(a) Effective July 1, 2026, the maximum lifetime orthodontia benefit (Class IV Dental Services) per individual will be three thousand seven hundred fifty dollars ($3,750), for eligible charges incurred on or after July 1, 2026.

(b) The minimum hours working requirement for dental plan eligibility for permanent part-time employees shall be as follows: an employee must be certified by the appointing authority(s) as being expected to continue to work at least seven hundred and eighty (780) hours per plan year.

(c) Effective July 1, 2026, the maximum amount payable for each individual for Class I, II, and III dental services during a plan year shall be two thousand dollars ($2,000).

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 VSA 631(a)(3).
4. Any surplus in the dental insurance plan shall be under the exclusive control of the State to be spent for any purpose, either for the Plan or any improvement in plan benefits, or for purposes outside of the Plan.
5. Each eligible employee shall be provided with a revised copy of the Dental Assistance Plan booklet. VSEA shall have a reasonable opportunity to review the booklet prior to publication.
6. Upon restoration to permanent status within two (2) years after a termination of employment other than by dismissal, an employee may re-enter the dental plan without a waiting period. Employees on leave of absence to serve in the Legislature shall retain their dental insurance for the duration of the leave.
7. Eligible children of employees in the Vermont Dental Assistance Plan will be covered in the Plan until they reach their twenty-sixth (26th) birthday in accordance with the same child coverage eligibility rules that apply under the State employees' health insurance plans, regardless of their status as a full-time student.
8. Effective July 1, 2026, there shall be no deductible for any dental services.

Article 56
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.

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Article 57
Expenses Reimbursement

1. All State employees, when away from home and office on official duties, shall be reimbursed for expenses incurred for lodging, meals and at the applicable rate established by the General Services Administration ("GSA") for that location. Expenses shall be paid out of the appropriations made for the support of their respective departments.
2. 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 meal expenses incurred 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 that meal.

   In certain circumstances, when an in-state lunch is not the mid-tour meal and is otherwise eligible to be reimbursed under this Article, it will be reimbursed at the applicable GSA rate for that location.
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.
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 (except for State Police Lieutenants):
   (a) Excepting the reimbursement of mileage under the "Call-In Pay" Article and those instances cited by Administrative Bulletin 3.4, employees shall not be paid for travel between home and duty station, or subsistence thereat.
   (b) Meals taken during travel not requiring an overnight away from home shall not be reimbursed, unless the supervisor has approved that in attending a required meeting or otherwise in performing his/her work assignment the employee could not have reasonably avoided taking his/her meal away from his/her home or regular duty station. Normally, an employee will not receive more than one (1) meal during any eight (8) hour period unless (s)he is required to work overtime at least four (4) hours, away from home or regular duty station.

   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. State Police Lieutenants
   (a) Reimbursement for meals and/or lodging incurred by officers for persons other than themselves requires prior approval before expenditure of funds. This does not apply to NIU employees in cases where prior approval is impractical.
   (b) General Principles of Reimbursement
      (1) In-State

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(i) Breakfast or dinner is reimbursable only if prior approval for the expenditure is granted by a superior officer.

(ii) Notwithstanding other provisions of this Article, effective July 6, 1997, no State Police Lieutenant shall be eligible for the reimbursement of any in-state, mid tour meal.

(iii) Actual expenses incurred for lodging will be reimbursed only if prior approval is granted by a supervisor.

(2) Out-of-State Travel

Approval will be required before incurring reimbursable expenses, by the Commissioner or, in emergency situations, by a division head or his or her designee for a period not to exceed one (1) day. Travel reimbursement for air, rail, bus, and/or car rental will be made only if prior approval by a division head or his designee has been secured.

7. Those employees who incur additional telephone expense because of the requirements of their jobs, that would not otherwise have been incurred, may submit a documented request to their Department Head for reimbursement of the additional expenses. The Department Head may agree to reimburse all or part of the expense, but in any case, his or her determination shall be final. Any authorized reimbursement must also be approved by the Commissioner of Human Resources and Finance.
8. An appointing authority may revoke midday meal reimbursement privileges where there is continuing indication of abuse.
9. The State may require the submission of receipts for any of the above expenses.
10. Work locations shall not be changed for the purpose of avoiding reimbursement of expenses.

Article 58
Special Team Allowance

1. In recognition of the higher standard of responsibility that comes with the selection by the Department of Corrections for participation on a Corrections Special Response Team, Crisis Intervention Team, Peer Support Team and maintenance of membership on such team(s), the following allowance will be offered. Effective as of the first full payroll period following July 1, 2026, and each July thereafter, supervisory unit employees who: are assigned by the Department of Corrections; and have obtained the requisite certification and served on a correctional facility's Corrections Special Team for the full previous fiscal year; and who have attended and successfully completed all required Team training and/or meetings conducted during that year; shall receive an annual lump sum amount of seven hundred fifty dollars ($750). No employee may receive more than one (1) lump sum payment under any provision(s) of this Article.
2. Effective July 1, 2026, and then at the beginning of the first full payroll period in each July thereafter, Supervisory Unit employees who: are assigned by the Department to the Department of Corrections Honor Guard; and served as a member of the Honor Guard for the full previous fiscal year; and who have attended and completed all required training and/or meetings conducted during that year, shall receive an annual lump sum amount of seven hundred fifty dollars ($750). No employee may receive more than one (1) lump sum payment under any provision(s) of this Article.
3. Supervisory unit employees who receive and maintain certification as trainers from the Commissioner of Corrections, and who during the previous fiscal year conducted training as required by their certification, shall receive an annual lump sum payment of three hundred dollars ($300), effective as of the first full payroll period following July 13, 2003, and each July thereafter.

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No employee may receive more than one (1) lump sum payment under any provision(s) of this Article.

4. Members of the Supervisory Bargaining Unit, except for Vermont State Police Lieutenants, who are assigned and serve on Department of Public Safety special teams of Critical Action Team, EOD, TSU, Divers, Hostage Negotiation Team, Search And Rescue, K-9, Crime Scene Search, Honor Guard, Accident Reconstruction, Drug Recognition Expert Team, Clan Lab and Peer Support shall receive a lump sum of five hundred dollars ($500) per full year of service on the team(s). An employee serving on more than one (1) team shall be eligible for only one (1) such payment.

5. Supervisors, except Vermont State Police Lieutenants, who are assigned to serve as the commander of a special team listed above shall receive a lump sum of seven hundred and fifty dollars ($750) in lieu of the five hundred dollars ($500) described above.

6. Each Supervisor, except Vermont State Police Lieutenants, assigned to serve on the special team(s) shall receive a prorated share of the five hundred dollars ($500) special team allowance, or the seven hundred fifty dollars ($750) allowance for team commanders, based on the number of complete pay periods served on the team(s) since assignment to the team(s) or since s/he last received the special team allowance, whichever is less. The special team allowance payment will be made for employees assigned to the team(s), as of September 1st, each year, prorated accordingly for the amount of time served on the team(s) since the previous September 1st. Proration shall be calculated on the number of complete pay periods served. Prorated payment of the special team allowance shall also be made to assigned members who terminate employment or who leave the team before the September 1st payment is made.

7. Should, during the term of this Agreement, the Department of Public Safety create a new special team(s), which is eligible for an special teams allowance, on which members of the Supervisory Bargaining Unit are assigned to serve, such employees will be paid as described in Sections 4. 5 and 6, above.

Article 59
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 applicable rate established by the GSA, unless the employee is traveling in a State-owned or leased vehicle.

2. For travel identified in Section 1, above, an employee who elects to utilize their personal vehicle when a State-owned or leased vehicle is not reasonably available for use shall be reimbursed at the applicable “if no Government-owned automobile is available” rate established by GSA.

3. For travel identified in Section 1, above, an employee who elects to utilize their personal vehicle, when a State-owned or leased vehicle is reasonably available for use, shall be reimbursed at the applicable “if Government-owned automobile is available” rate established by the GSA.

4. 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.

5. 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.

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Administrative rules and policies regarding mileage reimbursement shall be modified in accordance with this Article.

Article 60
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, the numbers of which are provided to the public for the purposes 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 61
Uniforms and Clothing

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 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 Psychiatric Care Hospital or the River Valley Therapeutic Residence and the Vermont Veterans Home.
   (f) Employee uniform policies shall be an appropriate topic for discussion for department labor management committees.
2. **Clothing Allowance for State Police Lieutenants**
   (a) Uniforms and Clothing
      (1) Each employee shall receive a standard uniform issue as defined in the Vermont State Police Operations Manual, which shall include a dress blouse.
   (b) Clothing Allowance and Cleaning
      (1) An employee who is assigned to duty for which the Department requires civilian clothing on an assignment expected to last at least one (1) year will receive a clothing

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allowance of five hundred dollars ($500) up front at time of initial assignment and one hundred fifty dollars ($150) per quarter, commencing with the first fiscal quarter after the initial assignment.

(2) The allowance will be paid so long as the employee is assigned to such duty. Any cleaning privileges will be continued to the extent the Department otherwise has cleaners under contract for uniformed personnel.

(3) No employee shall receive more than one (1) initial ("up front") clothing allowance within a five (5) year period of initial receipt of such an allowance.

(4) An employee who is assigned to duty for which the Department requires civilian clothing on an assignment not expected to last at least one (1) year shall be paid one dollar and fifty cents ($1.50) for each required civilian clothes workday during such quarter. A new assignment cycle starts at the beginning of each fiscal year.

3. **Clothing - Transportation Employees**

(a) Employees working for the Agency of Transportation whose primary duties take place in a field or garage setting workers shall, in the pay check for the first full pay period on or after August 1st, be paid a stipend of seven hundred fifty dollars ($750.00) for the purposes of purchasing for themselves consist of the following:

(1) high visibility sweatshirt

(2) high visibility tee shirts

(3) work boots or shoes which have toe protection, ankle support and soles for the employee's job duties, and are labeled to be compliant with ANSI Z41.1 or ASTM F2413-11.

During the life of this Agreement, AOT may, at its discretion, provide the above referenced benefit or provide a stipend of two hundred and fifty dollars ($250.00) with which to purchase footwear which complies with Section 3(a)(3) of this Article, to employee in other positions, or class titles, based on the operation needs of the Agency and the job expectations.

(c) New employees employed in eligible classes during the fiscal year, shall receive the annual stipend prorated based upon the remaining months in the fiscal year, but in no event will the prorated amount be less than two hundred and fifty dollars ($250.00). Employees receiving a prorated stipend are required to purchase footwear which complies with Section 3(a)(3) of this Article.

(d) The Agency of Transportation may, at its sole discretion, choose to provide mechanics uniforms and associated laundry service to Central Garage Regional Supervisors. If such uniforms are provided, employees receiving said uniforms are not eligible to receive the stipend provided in Section 2(a), above. However, if AOT, in its sole discretion, does not provide footwear as part of such uniforms, the employees shall be provided a stipend of two hundred and fifty dollars ($250.00) with which to purchase footwear which complies with Section 3(a)(3) of this Article.

4. **Clothing - Non-Transportation Employees**

(a) 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 Supervisor
Custodial Supervisor
Custodian IV
Digital Printing Supervisor
Plant Maintenance Supervisor A

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Plant Maintenance Supervisor B
Plant Maintenance Supervisor C
Postal Operations Supervisor
Safety & Security Program Supervisor

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

Custodial Supervisor
Custodian IV
Plant Maintenance Supervisor A
Plant Maintenance Supervisor B
Plant Maintenance Supervisor C
Postal Operations Supervisor

5. **Forest and Parks Workers' Clothing**

The Department of Forests and Parks may purchase clothing for its employees in the Supervisory bargaining units pursuant to the recommendation of the Department's ad-hoc committee and the approval of the appointing authority.

6. **Clothing Allowance - Motor Vehicle Inspector Supervisors**

(a) Permanent status employees in the Motor Vehicle Inspector Supervisor, Motor Vehicle Criminal Unit Supervisor, and Motor Vehicle Chief Inspector classes who are required to wear civilian clothes shall receive a clothing allowance of one hundred twenty dollars ($120) per calendar quarter. Employees hired into the Motor Vehicle Inspector Supervisor, Motor Vehicle Criminal Unit Supervisor, and Motor Vehicle Chief Inspector class on or after July 1, 1995, will 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 Supervisor, Motor Vehicle Criminal Unit Supervisor, or Motor Vehicle Chief Inspector classes and are 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.

7. **Clothing – Department of Corrections**

Non-fitted ballistic vests shall be made available to Supervisors working in Correctional Facilities who are required to conduct transports.

8. **Safety-Toe Footwear – Department of Environmental Conservation**

Employees of the Department of Environmental Conservation ("DEC") working in the classifications listed below, who are required to wear safety footwear in accordance with occupational safety and health standards and will perform six (6) or more qualifying field inspections in a single Fiscal Year, as determined by Management, shall in the pay check for the first full pay period in August 2026 and every two (2) years thereafter, be paid a stipend of one hundred seventy-five dollars ($175.00) for the purposes of purchasing for themselves footwear which meets the minimum of American Society for Testing and Materials Standards, ASTM F2413-17, which the employees in the designated positions are required to wear for job tasks they perform. The Commissioner of DEC may determine that additional positions and/or classes within the Department may be eligible for this program.

Environmental Analyst series
Environmental Scientist series
Environmental Engineer series

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Environmental Technician series
Environmental Enforcement Officer series
Environmental Program Manager

9. **Clothing – Vermont Military Department**

Effective with the first full payroll period in July 2026, the Vermont Military Department will provide standard uniforms for Maintenance employees who are assigned to Camp Johnson in Colchester, VT, Norwich University in Northfield, VT, the Camp Ethan Allen Training Sit in Jericho, VT, and the Armory in Hyde Park, VT. Eligible employees will be provided with two (2) "hoodie" style sweatshirts with an SOV Logo, one (1) heavy-duty canvas coat with a logo and five (5) short-sleeve tee shirts for wear underneath their work shirts. Employees in the designated positions will be required to wear provided uniforms in accordance with Military Department Rules.

10. **Department of Liquor and Lottery:**

An employee who is assigned to duty as a sworn law enforcement staff with the department, regardless of title, will receive an initial clothing allowance of five hundred dollars ($500), in the pay check for the first full pay period following July 1, 2026, or in the pay check for the first full pay period following the initial hire for any new employees in the covered classes, after July 1, 2026. Additionally, investigators will receive one hundred fifty dollars ($150) per quarter, in the pay check for the first full pay period following the first day of every quarter after July 1, 2026, (i.e. April 1, July 1, September 1, December 1). These quarterly payments will continue annually for the duration of this agreement and will be used by employees to cover an initial purchase, and maintenance of department required clothing and equipment to include the following:

- Appropriate clothing to comply with department "Professionalism" Work Rules: to include "professional business attire", and "standard business" (business casual) attire for use during day-to-day duties.
- Two (2) each – Polo type shirts of the employee's choosing with embroidered badges on the left chest.
- One (1) each – All season jacket of the employee's choosing with embroidered badge and "State Investigator Police" placard either fully displayed or in a drop-down panel that can be deployed when necessary.
- Belt of the employee's choosing, ensuring proper rigidity to hold duty weapon for day-to-day use.
- Flashlight of the employee's choosing.

Article 62
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. Employees are responsible for developing and maintaining an inventory of their personal tools stored on State property. An initial inventory shall be made and provided to the employee's supervisor at the time of hire, and shall be reviewed and maintained at least annually thereafter. Annually, the employee shall provide written and/or photographic documentation of the inventory to their supervisor. Inventories shall be subject to audit by the State at any time. Failure of the employee to provide the inventory or allow the audit, releases the State of all liability for losses from fire or theft.

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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. The maximum reimbursable dollar value of personal mechanics' tools which are required by the Agency of Transportation for the performance of an AOT job, and which are lost due to theft, fire, or disaster, shall not be limited, provided a current and accurate inventory is available, and the loss is not the result of employee negligence.
5. 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.
6. 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.
7. 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.
8. 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.
9. The State shall provide employees with a tool allowance of twenty-two dollars ($22.00) 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.
10. 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.
11. The Agency of Transportation will supply all hand tools required in an engineering or engineering technical position, including calculators and batteries or access to a recharging device.

Article 63
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

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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 paragraph 3 of this Article.

Article 64
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 65
Airport Firefighter Supervisors Practices

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 Firefighter Supervisors for work.
2. Each tour of duty shall start at 7:45 AM and run continuously for twenty-four (24) hours (24) hours or eight hours, as scheduled. Employees shall be paid for all hours worked per tour of duty.. Mealtime 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 sixty-eight (168) hours.
3. 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), paid military leave, 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 5.538 hours, 6.923 hours, 8.308 hours, 9.194 hours, 9.69 hours and 11.077 hours per pay period (instead of the 4 hours, 5 hours, and 6 hours otherwise referenced in the sick an annual leave article). Absence for one (1) full tour of duty shall be charged as twenty-four (24) hours of leave.

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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 Supervisory Unit Agreement shall not be applicable to Airport Firefighters Supervisors.
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. 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.
11. Airport Firefighter shift supervisors shall receive a meal allowance of five hundred twenty dollars ($520.00) annually, which will be prorated and paid on a per pay period basis.
12. Notwithstanding any provisions to the contrary in the CBAs, Airport Firefighter Supervisors who are utilizing paid military leave, shall be authorized to use up to one hundred sixty-eight (168) hours in a Federal Training Year on an hour for hour basis.

Article 66
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.

A former permanent status employee who is subject to a Reduction-in-Force (RIF) and is subsequently reemployed, in accordance with the Reemployment Rights Article, shall retain any temporary service credit credited prior to the effective date of the RIF.

Article 67
Credit for Classified and/or Exempt Service

An employee who:
1. After termination or transfer of employment as a permanent status employee (i.e., having successfully completed an original probationary period) or exempt employee with a satisfactory rating; and,
2. Who has not been dismissed for cause; and,
3. Is reemployed by the State within two (2) years after such termination; and,
4. Upon successful completion of any required original probationary period; shall have the length of continuous previous classified and/or exempt service recredited for the purpose of

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subsequent leave accrual and RIF rights. An employee with multiple service breaks shall be eligible after each such service break for recredited length of all prior classified or exempt service, so long as such service break(s) was less than two (2) years and otherwise complies with the provisions of this Article.

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

Article 68
Reduction In Force

1. **Purpose**

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

2. **Covered Employees**

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

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

3. **Method of Selection for RIF**

The right to determine that a reduction in force is necessary and the time when it shall occur is the employer's prerogative, pursuant to the provisions of Article 2, Management Rights. Nothing in this Agreement shall be construed to imply otherwise.

Once management has determined the class from which a position is to be eliminated, the selection for layoff shall normally follow the order of separation listed below in this Article unless the operating needs of the department, as determined by management, result in a different position being selected.

4. **Notice to VSEA and to Employees**

(a) to VSEA

At least thirty-five (35) days before the effective date of any reduction in force and five (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).

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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 Commendable, a "5" shall be Excellent, and a "6" 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:

Group	1.	2.	3.	4.
A	2,3	2,4	2,5	2,6
B	3,3	4,3	5,3	6,3
C	3,4	4,4	4,5	4,6
D	3,5	4,5	5,5	5,6
E	3,6	4,6	5,6	6,6

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

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(5) Then, employees with three (3) 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 VSA, Section 1543, and has identical length of service and ratings with a non-veteran employee with permanent status who is identified for layoff, the latter shall be laid off before the former.

(d) (Options within class)

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

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

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

(3) Notwithstanding, if the incumbent of the position to be eliminated arranges with other employees in his/her same department and in the same class to switch positions, the employee to be laid off will be determined in accordance with this section, provided the appointing authority agrees to the rearrangement of positions.

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

(e) Displacement (Excludes State Police Supervisor)

(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.

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(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 (d) of this subsection. In such cases, the displaced employee shall acquire vertical displacement rights, subject to the cap of three (3) vertical displacements. Horizontal displacements from one associated class into another, before vertical displacements begin, do not count against the cap of three (3) vertical displacements.

(4) Horizontal Displacement: Associated Classes

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

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

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

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

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

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

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

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displacement into an associated class shall count against the cap of three (3) vertical displacements.

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

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

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

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

6. The parties recognize that the Americans with Disabilities Act and the Vermont Fair Employment Practices Act require the State to provide reasonable accommodation to qualified disabled employees. (See Section 29, CFR 1630.2(o), EEOC ADA Regulations.

The parties acknowledge that as part of an ADA accommodation, the qualified disabled employee may be granted priority reemployment rights, notwithstanding the reemployment rights of other employees.

Article 69
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 (except positions in the State Police) 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.

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(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 subsection 2 above shall have reemployment rights reinstated to include the number of mandatory offers left immediately before accepting the "probationary" position, and shall not have recourse to the grievance and arbitration process as a result of such separation. Effective July 1, 2014, any time served in such probationary period shall not alter or extend the two (2) year mandatory reemployment rights period referenced in Section 1(a) above. Notwithstanding the foregoing, the Section 1(a) two (2) year period will be extended by ninety (90) days, if an employee is reemployed (under the provisions of this Article), in a "probationary" position within ninety (90) days of the end of his/her original two (2) year mandatory reemployment rights period.

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 weeks' requirement.

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

5. **Restoration Rights**

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

6. **Order of Reemployment Offers**

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

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

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

(2) who have three (3) or more years of continuous State service, shall be placed on a single list in the order of their date of hire (adjusted according to the respective Articles governing credit for prior classified service and leave of absence). The most senior qualified person on this list shall be the first to be offered reemployment into a vacant position. If declined, the position will be offered to the next such person on the list until the list is exhausted.

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

(c) Employees in the State Police Unit, and Lieutenants 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

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(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 four (4) months from the effective date of separation.

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

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

(e) Notwithstanding the above, in no instance shall more than one hundred sixty (160) hours of annual leave credit, in the aggregate, be paid off in cash. Any unpaid annual leave balance shall be recredited 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.

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

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

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

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

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

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

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

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

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

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

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

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

18. A permanent status employee (Except State Police Lieutenants) who refuses to accept an involuntary transfer outside of his/her geographic area with the thirty (30) day prior notice as outlined in the Workweek Article, etc., shall have mandatory reemployment rights except that there shall be no such rights to a vacancy caused by the subsequent transfer of another employee in the same class in lieu of the transfer refused, and the "grace period" shall run from the date the employee refuses the option not to accept the transfer, to the effective date of the transfer, not to exceed thirty (30) days. Geographic Area is defined to mean a 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 Reemployment Rights are held by an employee who is temporarily disabled at the time of the effective date of layoff.

21. 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

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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 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.

22. 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.

23. **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.

24. **State Police Lieutenants**

For the purpose of this Section seniority shall be defined as length of service in the current rank plus any continuous prior service in a higher rank. The procedures in a reduction in force are as follows:

(a) The appointing authority shall notify an employee that (s)he is to be laid off at least thirty (30) days prior to the effective date of reduction in force. If mutually agreed to, an employee may be given two (2) weeks' pay in lieu of notice.

(b) The Department of Human Resources shall identify and determine the order of separation of employees with permanent status, by rank, in the following manner:

(1) Employees shall be selected for layoff within rank in reverse order of seniority, calculated as length of service in the current rank plus any continuous prior service in a

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higher rank. A Lieutenant who is identified for layoff may bump into the State Police Bargaining Unit. The employee with the least seniority in the higher rank may bump the employee with the least seniority in the next lower rank. The employee with the next higher seniority in the higher rank may bump the employee with the next higher seniority in the next lower rank.

(2) If two (2) employees have equal seniority, the order of layoff will be determined by the last annual performance evaluations. The employee who rates "Outstanding" or better will be separated last.

(3) In the event of equal seniority and annual performance ratings, a non-veteran will be laid off before an employee entitled to Veterans' preference under 20 VSA, Section 1543.

(c) An employee with permanent status who would otherwise be laid off shall not be laid off provided there are original probationers in permanent classified positions within the bargaining unit, at the same or lower pay scale, and the employee about to be laid off meets the minimum qualifications and is willing and able to perform the duties of the position.

(d) The employee who has received notice that he or she is to be laid off shall:

(1) Advise the appointing authority and the Department of Human Resources of an interest in employment with the State and availability and willingness to work, by filling an updated employment application and establishing reemployment parameters with the Department of Human Resources.

(2) Notify the Department of Human Resources of his or her current address and availability to work.

(e) The employee who is offered reemployment must accept the offer within five (5) workdays from the date he or she actually received written notice of the reemployment opportunity. Failure to accept within this time will constitute a decline of the offer. If he or she accepts the position the employee must report for duty within two (2) calendar weeks of the date of acceptance unless the appointing authority or designee waives the two (2) weeks' requirement.

(f) Beginning thirty (30) days immediately prior to the effective date of the layoff and continuing for two (2) years beyond such effective date, Lieutenants who are in a reduction in force status, and have not bumped into a lower rank under subsection (b)(1) above, will have mandatory reemployment rights to vacant bargaining unit positions which management intends to fill: as a Lieutenant in the Department of Public Safety; in the State Police Bargaining Unit on an equal basis with any State Police Bargaining Unit employees having mandatory reemployment rights; in other bargaining units as provided for other Supervisory Unit employees under this Article. Reemployment rights shall apply if: such position is at the same or lower pay grade as the position from which laid off; and if the employee meets the minimum qualifications for the position; and if the employee has indicated a desire and willingness to accept the job by stating so in "parameters" established with the Department of Human Resources before implementation of these reemployment rights can begin.

A former permanent status employee, reemployed in accordance with the provisions of this subsection 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 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 pay grade. An employee who bumps into the next lower rank shall be paid as if voluntarily demoted to such position.

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Article 70
Whistle Blower

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

Article 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 fund items 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
Relocation Pay

Non-disciplinary geographic relocations for the convenience of the Department which are lateral or promotional and not for filling vacancies in which an employee is exercising RIF rehire rights, or being filled primarily for the convenience of the employee, shall be eligible for up to three thousand dollars ($3,000) reimbursement of actual expenses, not to exceed thirty thousand dollars ($30,000) per fiscal year, in the aggregate, for the following:

Fees connected with the buying and/or selling of a house (points, legal fees, etc.);

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Security deposits;
Newspaper advertisements regarding sale/rental arrangements;
Moving van rental and associated moving costs;
Any other expenses associated with the relocation that are mutually agreed to by the employee and the appointing authority.

Any reimbursement under this Article shall be in lieu of all other reimbursement provided or required.

Any reimbursed expense which is subsequently refunded, or accrued to the employee's benefit, shall be repaid to the State by the employee.

Article 74
License/Certification

The State of Vermont shall reimburse employees for any professional license(s) and/or certification(s) that are required and necessary to perform the employee's job duties. The State may, at its sole discretion make these payments directly to the licensing and/or certification entity.

Article 75
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 76
Transportation Resident Engineer Allowance

1. Agency of Transportation ("AOT"), employees shall be eligible to receive a payment of one dollar thirty-seven and one-half cents ($1.375) per hour for eighty (80) hours 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 (1) 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) outlined in AOT Standard Specifications for Construction, Section 105.10, above, and

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(c) the employee is specifically assigned to perform such duties for at least a full pay period, and the majority of the employee's regularly scheduled work hours for that pay period are charged to projects for which the employee is designated as the Resident Engineer; 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 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 payments for more than fifteen (15) pay periods per calendar year in unusual circumstances.

3. In the sole discretion of AOT, additional eligible class titles may be added 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 77
Background Checks

In order to comply with any Federal and/or State statute or regulation the State may conduct background checks limited to, fingerprint supported background checks, credit checks and registry checks. The results of any such background checks must remain confidential.

Should the State determine that a classification is subject to a background check, as described above, the State shall notify the VSEA, and will meet, if requested, within ten (10) calendar days, on a regular basis, to negotiate the impact of such decision for up to forty-five (45) calendar days. If unresolved at the end of the forty-five (45) calendar day period commencing from the date VSEA requests negotiations, the State may implement the background check without further negotiations or recourse to the statutory impasse procedure.

Article 78
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 personnel in the classes listed in subsection (6), below who are normally required to work overtime hours during the winter snow plowing season shall be eligible to be placed on "Special Snow Season Status" during the snow plowing season, as specified below and shall be 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 approved for those on Special Snow Season Status. Valid medical requests for exclusion from Special Snow Season status shall be granted. Employees on "Special Snow Season Status" must be immediately reachable by telephone, pager, 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 pager, calling the pager 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, employees shall be compensated by receiving up to two thousand seven hundred fifty ($2750), which shall be the only compensation for being on "Special Snow Season

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Status" for the entirety of the special snow season, which shall begin on December 1st and run until April 1st. Snow season cash compensation shall be paid in equal installments during the snow season, on a bi-weekly basis starting with the first full payroll period in December, except as otherwise provided by this Article. Prior to the start of a snow season, an employee may elect to receive four (4) days of compensatory time off, in lieu of the snow season cash compensation, at the rate of one (1) day of compensatory time off per complete calendar month of Special Snow Season service, which shall be the only compensation for being on "Special Snow Season Status" for the entirety of the special snow season – December 1st until April 1st.

3. Cash 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. Similar pro-ration would also occur if an employee elects compensatory time off.

4. In the case of personnel who become permanent status employees during the special snow season and who are placed on Special Snow Season Status, the snow season cash 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 cash compensation for the entire snow season payment period during which the offense occurred, or for the month if s/he has elected the compensatory time off option; and in subsequent instances shall lose snow season compensation for the rest of that snow season and may be subject to 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 classes of employees generally eligible for this option are:
   AOT Area Maintenance Supervisor
   Central Garage Regional Supervisor
   Bridge Maintenance Worker (Supervisor)

However, the appointing authority shall decide which classes in each district or work location shall be eligible for the Special Snow Season Status. Employees in the above classifications, who are not otherwise required to be on Special Snow Season Status.

Agency of Transportation employees, other than those listed 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, the volunteer shall receive one-half (1/2) of the snow season benefit otherwise due. An employee on Special Snow Season Status in an auxiliary capacity shall be removed from the status for failure to comply as set forth in Section 5, above.

Article 79
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.

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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 80
Agricultural Storage Space Allowance

1. Agency of Agriculture, Food and Markets 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 after the first full payroll period in July 2018, 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, Food and Markets are:

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Meat Program Supervisor
Dairy Product Program Supervisor
Dairy Farm Program Supervisor

The Secretary of Agriculture, Food and Markets may determine that additional positions and/or classes within the Agency may be eligible for this allowance.

Article 81
Accelerated Step Advancement Program

1. Effective July 13, 2003, and thereafter, all Supervisory Unit employees in the Department of Corrections, will advance to the next higher step in their pay grade upon attainment of the following academic levels.

(a) Level I — can be achieved by attaining either:
(1) an Associate's Degree or higher academic degree plus the successful completion of eighty (80) hours of Department Administered training; or
(2) successful completion of four hundred (400) hours of Department approved training. It is understood that no Corrections Academy earned hours will be counted towards either the eighty (80) hours or the four hundred (400) hours of required training.

(b) Level II — can be achieved by attaining either:
(1) a Bachelor's Degree, or higher degree, at any time; or
(2) by completing one hundred fifty (150) hours of Department approved training after Level I status has been attained.

2. An employee can only receive one (1) step advancement increase at each level. Employees hired with a BA degree, or who attain a BA degree after hire, and then complete the eighty (80) hours of Level 1 training, will receive a two (2) step increase, except if they have already received a Level 1 step increase. The step shall be payable on the next step date after attainment of the level. A maximum of forty (40) employees per year may receive the benefits specified herein. For these purposes attainment shall mean either proof of the degree or, if such degree has not been conferred by the granting institution, the employee must meet each of the following requirements:

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

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

3. Employees who received an accelerated step advancement under the terms of a previous contract or in another bargaining unit will not be eligible for another step at the same level under this Article. Employees can only receive one (1) step increase at each level.

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

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

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

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7. Those employees already at, or above, Step 15 at the time they become eligible for this step advancement benefit will receive a one (1) time, lump sum, cash bonus of five hundred dollars ($500) in lieu of a step increase.
8. A Department of Corrections labor-management committee, consisting of two (2) individuals appointed by the VSEA which may include a supervisory unit member of the Department of Corrections, two (2) individuals appointed by the Commissioner on behalf of management, and the Corrections Department's Director of Human Resources shall meet and confer with regards to the program.
9. No more than forty (40) employees will be eligible in any one (1) fiscal year for this step advancement. Eligibility will be based on the length of continuous Departmental service.
10. Effective July 1, 2016, except as provided for in Section 2, above, Level II may only be attained if Level I has been previously attained and the step advancement received.

Article 82
Electronic Monitoring Systems

1. The State may use electronic monitoring systems, including but not limited to, Automatic Vehicle Location, Global Position System (GPS), Telematics, security cameras, proximity cards and any evolution of these technologies for operational and programmatic purposes.
2. Monitoring of employees will be limited to legitimate operational/business purposes. The State will not engage in data collection in restrooms, dressing rooms, lactation rooms or other areas prohibited by law.
3. The State will provide notice to impacted employees of non-public electronic monitoring systems in their workplace and/or State owned, leased or provided vehicles. Employees will acknowledge receipt of this notice in writing.
4. The State will provide thirty (30) days' notice to VSEA of its intent to utilize any new technology, not identified above, that may impact terms and conditions of employment. VSEA may, during this thirty (30) day period, request to engage in bargaining over the impact of the State's decision.
5. Data from electronic monitoring systems may be utilized as part of a disciplinary investigation into potential misconduct and/or to discipline employees pertaining to the performance of their job duties and/or compliance with State Statute, Rules and Regulations, and/or Policies and Procedures.

Article 83
Pesticide Application Differential

1. All employees in the Supervisory Bargaining Unit 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 fifty dollars ($50) 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.
2. Effective July 1, 2018, the State shall reimburse employees in the Supervisory Bargaining Unit who are licensed or certified as commercial applicators of pest/herbicide chemicals as

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described in Section 1 of this Article for any certification/recertification fee(s) required by the State of Vermont to perform their duties.

Termination of Agreement

1. This Agreement will be effective July 1, 2026, and shall remain in effect until June 30, 2028.
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, 2027, 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 15, 2027, and will be completed no later than October 15, 2027, 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.

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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 fifteen (15) 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.

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Demotion - the change of an employee from one pay grade to another pay grade for which a lower maximum rate or 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 (3) or fewer years.
Limited Status - that condition which applies to an employee who has completed an original probationary period and is occupying a limited service classified position. An employee with limited status is entitled to all the rights and privileges of a permanent status employee except reduction in force and reemployment.
Merit Principles - as set forth in 3 V.S.A. Section 312(b) et seq.
Military Pay Differential - the difference between the employee's base salary received from the State of Vermont and base pay received from the military, if any.
Minimum Qualifications - the lowest level of skills, experience and educational qualifications necessary for admittance to the examination process.
Normal Working Hours - the hours between the beginning and ending of an employee's regularly scheduled shift.
Off Payroll - absence from duty of not more than ten days when sick leave and/or annual leave or compensatory time credits have expired, or absence is unauthorized.

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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 months from effective date of appointment plus any extensions, served by all employees entering State classified service by any means other than restoration and reemployment.
Pay Grade - one (1) of the established ranges within the total compensation plan for which a minimum and maximum rate is provided. Each class is assigned to a pay grade.
Permanent Status - that condition which applies to an employee who has completed an original probationary period and is occupying a permanent classified position. Rights and privileges of permanent status include, but are not limited to, reduction in force, reemployment, appeal, and consideration for promotion, transfer, and restoration.
Position - a group of current duties and responsibilities normally requiring the full-time or part-time employment of only one person.
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 (1) class to another class.
Reassignment - the change of a class from one (1) pay grade to another pay grade. See also **Assignment**.
Reduction In Force - a reduction is the layoff of a classified employee from employment due to lack of work or otherwise pursuant to management rights.
Reemployment - the rehiring of a former permanent status employee into State classified service after a separation because of a reduction in force.
Register - the list of persons (including candidates for reemployment, competitive appointment, transfer, restoration and demotion) from which a certificate for position(s) within a class or classes is drawn.
Regular Hourly Rate - the amount of money obtained by dividing an employee's basic weekly salary by forty (40).
Regular Work Week – Forty (40) hours of work per week.
Reinstatement - the return of the name of an eligible to a register.
Restoration - the hiring within two (2) years of a former permanent status or limited status employee who was not dismissed under the Disciplinary Action Article and whose performance at the time of separation was at least satisfactory. Restoration rights apply to classes of positions assigned to the same or lower pay grade than the class of position previously held and for which the employee meets the minimum education and experience requirements.
Scheduled Overtime - overtime work which is not the result of unexpected and unforeseen emergencies caused by circumstances beyond the control of management or by unexpected absences or regularly scheduled employees.
Seniority - the length of continuous State service, unless otherwise defined in this Agreement.
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.

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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, paid military leave and personal leave. “Hours Actually Worked” is defined the same as “Time Actually Worked.”
Unauthorized Absence - absence without supervisory approval.
Unavailable - a condition in which an employee, who is to be offered overtime work, is unable to be contacted after a reasonable effort has been made by his/her supervisor.
Workday - a regularly scheduled day of work which shall begin at the time the employee’s regular and normal work schedule begins and continues for twenty-four consecutive hours. For filing procedure and prior notice purposes the term “Workday(s)”, as referred to in the contracts, shall be considered to be Monday through Friday, excluding legal and administrative holidays and the day after Thanksgiving.

Appendix B
Probationary Employees

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

1. Effective July 1, 1990, classified employees, upon hire and while serving in their original probationary status, shall be covered by the terms and conditions of the collective bargaining agreements, negotiated by the VSEA, Inc. and State of Vermont, except as provided below.
2. Probationary employees may be extended in probationary status, disciplined, laid off or dismissed by the State solely at the discretion of management without regard to the provisions of this agreement and with no right to the grievance process, but they shall otherwise be covered by all terms of this agreement, except as restricted below.
   (a) No provisions of the Performance Evaluation Article may be grieved.
   (b) Upon successful completion of the original probationary period, an employee will be credited with annual leave or personal leave accrued during such period.
   (c) Probationary employees hired into another position shall be considered, for all purposes, to be a new hire.
   (d) The following contract provisions shall not apply to original probationers:
      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

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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, Chapter 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
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 (CDL) 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 (4) 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.)

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(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 who's 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 comp 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 the date specified in Section 11, below, 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) Those non-probationary employees covered in Section 11, below, will not have the thirty day notice 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 the deadline specified in Section 11 herein.

(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) Employees will be given two weeks (2) 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 or fails a required drug test, for the first time in his/her career in State service shall be reassigned to non-CDL duties during the pendency of such suspension or in the case of a failed drug test, in accordance with current rules and regulations. In the case of a second suspension (of any length) or second failed drug test during the next ten (10) years from the date of the initial suspension or failed drug test, or loss of license, or any suspension in excess of one hundred twenty (120) days in length the employer shall terminate the employee (with two (2) weeks' 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

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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".

12. The provisions of this Appendix shall be applicable to any employees who are subject to drug testing requirements for charter vessels enforced by the United States Coast Guard.

Appendix D
Correctional Supervisor Shift Bidding

1. A system of shift bidding shall be optional for the Shift Supervisors in each correctional facility. No group of facility Shift Supervisors are required to participate as a result of this agreement. Participation is governed by the terms outlined herein. The Department of Corrections and the VSEA may meet to review and, if necessary, agree to amend these guidelines.

2. The shift assignments shall be for a period of three (3) – six (6) months as determined by a simple majority vote of the Shift Supervisors. After six (6) months, management may determine the assignments for the next three (3) months. Upon conclusion of the three (3) months assignment by management, the Shift Supervisors may again utilize the shift bidding process for up to six (6) months.

3. If any Shift Supervisor has less than twelve (12) months length of continuous service in the class, management shall retain the discretion of assigning him/her to shifts based upon training

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needs as determined by management. The shift options for the remainder of the Shift Supervisors for that three (3) – six (6) month period shall be limited to the other available shifts. It shall be incumbent upon the facility management to provide information to the Shift Supervisors relative to management's shift assignment plans for a new supervisor, in order that the Supervisors' bidding process can be properly administered. If the Shift Supervisors opt for a period of time in excess of three months for their assignments, management may displace a Shift Supervisor on a shift for a period not to exceed three (3) months for the purpose of allowing the new (i.e., less than twelve (12) months in title) Shift Supervisor to train on that shift. At the end of the three (3) months, the Shift Supervisor who was displaced shall be permitted to return to the shift unless precluded otherwise by a change in shift assignments pursuant to the bidding process.

4. If any Shift Supervisor is in a Prescriptive Period of Remediation (PPR) or Warning, as outlined in the Disciplinary Article of the State-VSEA contract, management shall retain the discretion of assigning him/her to shifts, based upon performance assessment needs, for a period up to twelve (12) months. The shift options for the remainder of the Shift Supervisor staff for that period shall be limited to the other available shifts. It shall be incumbent upon the facility management to provide information to the Shift Supervisors relative to management's shift assignment plans due to imposition of a PPR or Warning, in order that the Supervisors' bidding process can be properly administered.

5. If any Shift Supervisor wishes to propose bidding for shift assignments based upon seniority, she/he must follow these guidelines. The determination of whether or not shift assignments shall be enacted under this bidding process shall be made by a simple majority vote of the Shift Supervisors in each facility. Seniority, for Shift Supervisor shift bidding purposes shall be defined as the length of continuous Departmental service.

6. If any Shift Supervisor wishes to propose bidding for shift assignments based upon seniority, she/he must follow these steps:

(a) Complete the form entitled Request for Shift Bidding Review.

(b) Ensure that each Shift Supervisor in that facility receives a copy of the form.

(c) Ensure that the issue is discussed and voted upon at a meeting which is warned in writing and distributed to each Shift Supervisor in the facility at least fourteen (14) days in advance of the date of such meeting, and at which all the Shift Supervisors are present, or have had an opportunity to vote by absentee mail ballot. If a Shift Supervisor wishes to be present at the meeting, but cannot attend the first scheduled meeting, the meeting shall be postponed for not more than ten (10) days which shall be reasonable time for the Shift Supervisor to make arrangements to attend. If a Shift Supervisor does not attend the meeting nor turn in a sealed absentee ballot, she/he shall be considered to have waived the opportunity to vote.

(d) If no simple majority is reached among the Shift Supervisors on the issue of shift assignments through bidding, then the issue may not be proposed again for a period of three (3) months.

(e) If any dispute arises as a result of this process, it shall be called to the attention of the facility Superintendent and the VSEA Field Representative who shall discuss and attempt to resolve the matter.

(f) All voting shall be by Australian ballot and shall require only a simple majority. Absentee ballot voting shall be permitted only when a Shift Supervisor is on extended leave due to illness. Absentee ballots may be obtained from the petitioner(s), and submitted in a sealed envelope to the petitioner(s) who shall ensure that the sealed envelope is turned in to the Shift Supervisor designated as the ballot clerk for the meeting.

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Appendix E
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 F
Canine Feeding Time

Each canine officer 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. Each canine officer shall receive one-half (.5) hour pay at his/her straight-time rate for each day on annual, personal or compensatory time for care and feeding of an assigned Department canine; annual, personal and compensatory time accounts will be debited one-half (.5) hour less than required for the full day off to effect compensation at straight-time rates.

Appendix G
State Police Lieutenant Compensation

1. The compensation plans for State Police Lieutenants covered by this Agreement shall be as follows in accordance with the Side Letters of Agreement between the Parties dated December 1, 2011 and November 8, 2012, and as modified herein:

Pay Chart	Effective Date
Appendix V	July 1, 2026 LTS Pay Plan
Appendix VI	Start of first full pay period in July 2026 (July 12, 2026)
Appendix VII	Start of first full pay period in January 2027 (January 10, 2027)
Appendix VIII	Start of first full pay period in July 2027 (July 11, 2027)

(a) Effective July 1, 2012, the required time on each step in the VSP Step Pay Plan for State Police Lieutenants shall be as follows:

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

(b) Computation of Step Dates, requirements for step movements and other provisions for administration of the Pay plan specified in Article 49 of this agreement, shall be applicable and remain unchanged, except as specifically modified herein. Implementation of the

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changes to the time required on each step, as reflected in subsection (a) above, shall be based on the day and month of the employee's next step date.

2. (a) Effective with the start of the first full payroll period in July 2026, all employees covered by this Agreement shall receive a two percent (2%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid. Effective with the start of the first full payroll period in January 2027, all employees covered by this Agreement shall receive a two percent (2%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid. Effective with the start of the first full payroll period in July 2027, all employees covered by this Agreement shall receive a three percent (3%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid.

   (b) Employees equal to or more than two percent (2%) above the maximum for their pay grade on the effective date of the July 2026 increase shall instead receive a lump sum payment equivalent to two percent (2%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July 2026. Employees equal to or more than two percent (2%) above the maximum for their pay grade on the effective date of the January 2027 increase shall instead receive a lump sum payment equivalent to two percent (2%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in January 2027. Employees equal to or more than three percent (3%) above the maximum for their pay grade on the effective date of the July 2027 increase shall instead receive a lump sum payment equivalent to three percent (3%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July 2027.

   (c) Employees who are less than two percent (2%) above the maximum of their pay grade on the effective date of the July 2026 increase, shall receive that proportion of the increase that will result in their placement on Step 15 of their pay grade, and shall receive the difference between this base salary increase and the two percent (2%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above. Employees who are less than two percent (2%) above the maximum of their pay grade on the effective date of the January 2027 increase, shall receive that proportion of the increase that will result in their placement on Step 15 of their pay grade, and shall receive the difference between this base salary increase and the two percent (2%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above. Employees who are less than three percent (3%) above the maximum of their pay grade on the effective date of the July 2027 increase, shall receive that proportion of the increase that will result in their placement on step 15 of their pay grade, and shall receive the difference between this base salary increase and the three percent (3.%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above.

   (d) Should the State enter into an Agreement with the Vermont Troopers' Association, Inc. which contains wages which are more favorable than those contained herein, said wages shall be extended to the State Police Lieutenants and incorporated into this Agreement.

3. The accrual rates and accumulation caps for Sick and Annual Leave for State Police Lieutenants covered by this Agreement shall be as follow: A "day" is 9 hours.

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(a) For Annual Leave:

Years of Service	Accrual Rate per Pay Period (Hours)	Accumulation Cap (Hours)
0-5	4.14	290
5-10	5.22	335
10-15	6.21	380
15-20	6.93	402.5
20-30	7.29	425
30+	8.28	425

(b) For Sick Leave:

Years of Service	Accrual Rate (Hours)
0-5	4.41
5-10	5.22
10-20	6.21
20+	7.29

Appendix H
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 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. 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;
Height and weight measurements;
Coronary Risk Assessment scale.

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

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(stationary rower machine) 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 (*)	Assessment 1	Assessment 2
Average	$150	$150
Good	$250	$250
Excellent	$300	$300
Superior	$400	$400

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

8. 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.

9. 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 10(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.

10 (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

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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.

11. 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.
12. 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 the stationary rower machine test of choice. "Retesting" is only required upon failing the test of choice (500 Meter Row; 4 Minute Fitness Test; Concept Rower VO2 Max Chart).

(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

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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.

13. (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.
14. The employer shall ensure that materials and documents relating to health and risk assessment, 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.

Appendix I
State Police Lieutenant Residency

Station: Royalton

Baltimore
Barnard
Barre City & Town
Bethel
Braintree
Bridgewater
Brookfield
Cavendish
Chelsea
Goshen
Granville
Hancock
Hartford
Hartland
Fairlee
Killington
Ludlow
Mendon
Mt. Holly
Northfield
Norwich
Pittsfield
Plymouth
Pomfret
Randolph
Reading
Rochester
Roxbury
Royalton
Sharon
Springfield
Stockbridge
Strafford
Thetford
Tunbridge
Vershire
Washington
Weathersfield
West Fairlee
West Windsor
Williamstown
Windsor
Woodstock

Station: Derby

Albany
Averill
Avery's Gore
Barton
Belvidere
Bloomfield
Brighton
Brownington
Brunswick
Burke

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Canaan
Charleston
Coventry
Craftsbury
Danville
Derby
East Haven
Eden
Ferdinand
Glover
Greensboro
Hardwick
Holland
Irasburg
Jay
Lewis
Lemington
Lowell
Lyndon
Maidstone
Montgomery
Morgan
Newark
Newport
Norton
St. Johnsbury
Sheffield
Stannard
Sutton
Troy
Warner's Grant/Gore
Warren Gore
Waterford
Westfield
Westmore
Wheelock
Wolcott

Station: Headquarters

Fifty (50) road miles from HQ

Station: New Haven

Addison
Benson
Brandon
Bridport
Bristol
Buel's Gore
Charlotte
Cornwall
Fayston
Ferrisburg
Goshen
Hancock
Hinesburg
Hubbardton
Huntington
Leicester
Lincoln
Middlebury
Monkton
New Haven
Orwell
Panton
Pittsford
Proctor
Richmond
Ripton
Rochester
Rutland City
Rutland Town
Salisbury
Shelburne
Shoreham
South Burlington
Starksboro
St. George
Sudbury
Vergennes
Waltham
West Rutland
Weybridge
Whiting

Station: Berlin

Barre City & Town
Berlin
Bolton
Braintree
Brookfield
Buel's Gore
Cabot
Calais

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Chelsea
Corinth
Danville
Duxbury
East Montpelier
Elmore
Fayston
Granville
Groton
Hardwick
Jericho
Marshfield
Middlesex
Montpelier
Moretown
Morristown
Northfield
Orange
Peacham
Plainfield
Randolph
Richmond
Roxbury
Ryegate
St. George
Stowe
Topsham
Waitsfield
Walden
Warren
Washington
Waterbury
Williamstown
Williston
Woodbury
Worcester

Station: OPD

Fifty (50) road miles from OPD

Station: Rutland

Arlington
Benson
Brandon
Bridgewater
Castleton
Chittenden
Clarendon
Danby
Dorset
Fair Haven
Goshen
Hubbardton
Ira
Killington
Leicester
Ludlow
Manchester
Mendon
Middletown Springs
Mt. Holly
Mt. Tabor
Orwell
Pawlet
Pittsfield
Pittsford
Plymouth
Poultney
Proctor
Reading
Rochester
Rupert
Rutland City & Town
Salisbury
Shrewsbury
Stockbridge
Sudbury
Tinmouth
Wallingford
Wells
Weston
West Haven
West Rutland
Whiting

Station: Shaftsbury

Arlington
Bennington
Danby
Dorset
Dover
Glastenbury
Halifax

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Landgrove
Londonderry
Manchester
Marlboro
Mt. Tabor
Pawlet
Peru
Pownal
Readsboro
Rupert
Sandgate
Searsburg
Shaftsbury
Somerset
Stamford
Stratton
Sunderland
Wallingford
Whitingham
Wilmington
Winhall
Woodford

Station: St. Albans

Alburg
Bakersfield
Berkshire
Burlington
Cambridge
Colchester
Enosburg
Essex
Fairfax
Fairfield
Fletcher
Franklin
Georgia
Grand Isle
Highgate
Isle LaMotte
Jay
Jericho
Lowell
Milton
Montgomery
North Hero
Richford
St. Albans City & Town
Sheldon
South Burlington
South Hero
Swanton
Underhill
Waterville
Westfield
Westford
Williston
Winooski

Station: St. Johnsbury

Barre City
Barre Town
Barnet
Barton (Orleans)
Bradford
Brighton
Brownington
Burke
Cabot
Chelsea
Concord
Corinth
Coventry
Danville
Derby
East Haven
Fairlee
Glover
Granby
Greensboro
Groton
Guildhall
Hardwick
Hartford
Irasburg
Kirby
Lunenburg
Lyndon
Lyndonville
Maidstone
Marshfield
Morgan
Newark
Newbury

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Newport
Norwich
Orange
Peacham
Ryegate
St. Johnsbury
Sheffield
Stannard
Strafford
Sutton
Thetford
Topsham
Tunbridge
Vershire
Victory
Walden
Washington
Waterford
West Fairlee
Westmore
Wheelock
Wolcott
Woodbury

Station: Westminster

Andover
Athens
Baltimore
Brattleboro
Bridgewater
Brookline
Cavendish
Chester
Dover
Dorset
Dummerston
Grafton
Guilford
Hartford
Hartland
Halifax
Jamaica
Landgrove
Londonderry
Ludlow
Manchester
Marlboro
Mt. Holly
Mt. Tabor
Newfane
Peru
Plymouth
Putney
Reading
Readsboro
Rockingham
Searsburg
Somerset
Springfield
Stamford
Stratton
Townsend
Vernon
Wallingford
Wardsboro
Weathersfield
Westminster
Weston
West Windsor
Whitingham
Wilmington
Windham
Windsor
Winhall
Woodford
Woodstock

Station: Williston

Bakersfield
Belvidere
Bolton
Bristol
Buel's Gore
Burlington
Cabot
Calais
Cambridge
Charlotte
Colchester
Craftsbury
Duxbury
Eden
Elmore
Enosburg Falls

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Essex
Fairfax
Fairfield
Ferrisburg
Fletcher
Georgia
Grand Isle
Greensboro
Hardwick
Hyde Park
Hinesburg
Huntington
Irasburg
Jericho
Johnson
Lowell
Middlesex
Milton
Monkton
Williston
Winooski
Wolcott
Woodbury
Worcester
Montgomery
Morristown
Richmond
St. Albans
St. George
Shelburne
South Burlington
South Hero
Starksboro
Stowe
Troy
Underhill
Waterbury
Waterville
Westfield
Westford

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Appendix J
Department of Liquor and Lottery Supervisors

1. Department of Liquor and Lottery ("DLL") law enforcement staff covered by this agreement 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. DLL law enforcement staff covered by this agreement 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), paid military leave 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 Supervisory Unit Agreement shall not be applicable to DLL law enforcement staff covered by this agreement.
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 3.69 hours, 4.62 hours, 5.54 hours, 6.13 hours, 6.46 hours and 7.38 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 Supervisory Unit Agreement Holiday article shall be applicable, except that the eight (8) hour limit for holiday pay contained therein will be 9.25 hours for DLL law enforcement staff covered by this agreement.

Appendix K
Department of Corrections Supervisors

1. The compensation plans for Supervisors working for the Department of Corrections ("Employees") covered by this Agreement shall be as follows:

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Pay Chart	Effective Date
Appendix IX	July 1, 2026
Appendix X	Start of first full pay period in July 2026 (July 12, 2026)
Appendix XI	Start of first full pay period in January 2027 (January 10, 2027)
Appendix XII	Start of first full pay period in July 2025 (July 11, 2027)

(a) Effective the first full pay period in July 2024, the required time on each step in the Corrections Pay Plan shall be as follows:

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

(b) Computation of Step Dates, requirements for step movements and other provisions for administration of the Pay Plan specified in Article 49 of the Supervisory CBA, shall be applicable and remain unchanged, except as specifically modified herein. Implementation of the changes to the time required on each step, as reflected in subsection (a) above, shall be based on the day and month of the employee's next step date.

2. (a) Effective with the start of the first full payroll period in July 2026, all employees covered by this Agreement shall receive a two percent (2%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid. Effective with the start of the first full payroll period in January 2027, all employees covered by this Agreement shall receive a two percent (2%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid. Effective with the start of the first full payroll period in July 2027, all employees covered by this Agreement shall receive a three percent (3%) increase, based on rates in force on the prior day. Such adjustment shall be applied to the salary grid.

(b) Employees equal to or more than two percent (2%) above the maximum for their pay grade on the effective date of the July 2026 increase shall instead receive a lump sum payment equivalent to two percent (2%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July 2026. Employees equal to or more than two percent (2%) above the maximum for their pay grade on the effective date of the January 2027 increase shall instead receive a lump sum payment equivalent to two percent (2%) of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in January 2027. Employees equal to or more than three percent (3%) above the maximum for their pay grade on the effective date of the July 2027 increase shall instead receive a lump sum payment equivalent to three percent (3%) of

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their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July 2027.

(c) Employees who are less than two percent (2%) above the maximum of their pay grade on the effective date of the July 2026 increase, shall receive that proportion of the increase that will result in their placement on Step 15 of their pay grade, and shall receive the difference between this base salary increase and the two percent (2%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above. Employees who are less than two percent (2%) above the maximum of their pay grade on the effective date of the January 2027 increase, shall receive that proportion of the increase that will result in their placement on Step 15 of their pay grade, and shall receive the difference between this base salary increase and the two percent (2%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above. Employees who are less than three percent (3%) above the maximum of their pay grade on the effective date of the July 2027 increase, shall receive that proportion of the increase that will result in their placement on step 15 of their pay grade, and shall receive the difference between this base salary increase and the three percent (3.%) increase, annualized, and prorated for part-time employment, as a lump sum payment as specified above.

3. Effective July 14, 2024, twelve (12) hour shift schedules shall be established. Employees working a twelve (12) hour schedule shall be eligible for overtime compensation at one and one-half (1-1/2) times their regular hourly rate for all hours worked in excess of twelve (12) hours in any workday or forty (40) hours in any work week.
4. Notwithstanding any language to the contrary, Employees working a 12/40 schedule shall receive the 2nd shift differential when working the “Day” shift. The 3rd shift differential shall be payable to those employees working a 12/40 schedule who work the “Night” shift.
5. The accrual rates and accumulation caps for Annual and Sick Leave for Employees covered by this Agreement shall be as follows: A “day” is 12 hours.

   (a) For Annual Leave:

Years of Service	12- Hour Shift Accrual Rate per Pay Period	Accumulation Cap (Hours)
0-5	5.54	260
5-10	6.92	300
10-15	8.31	340
15-20	9.23	360
20-30	9.69	380
30+	11.08	380

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(b) For Sick Leave:

Years of Service	12- Hour Shift Accrual Rate per Pay Period
0-5	5.54
5-10	6.92
10-20	8.31
20+	9.69

6. Effective at the beginning of the first full pay period in July 2026, employees who are working in, assigned to work in, or filling in for, the classifications listed below in Correctional Facilities ("Security"), including "hospital" or "transport" coverage, shall receive a differential of two dollars and twenty-five cents ($2.25) per hour in addition to any other compensation.

- Correctional Facility Shift Supervisor
- Security Operations Supervisor
- Corrections Living Unit Supervisor
- Work Crew Foreman Supervisor
- Facility Staff Experience Supervisor

7. Effective at the beginning of the first full payroll period in July 2026, employees who are assigned or volunteer to fill a vacancy or absence in Correctional Officer I and/or Correctional Officer II positions assigned to a 12/40 schedule on the "Day" 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.
8. Personal Leave provided by Article 47 of this Agreement shall be based upon a 12-Hour workday for employees regularly scheduled to work a 12/40 work schedule.
9. **Holidays**

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

New Year's Day, January 1
Martin Luther King Jr.'s Birthday, the third Monday in January
Washington's Birthday, Third Monday in February
Town Meeting Day, First Tuesday in March
Memorial Day, Last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, First Monday in September
Indigenous Peoples' Day, Second Monday in October
Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Day, December 25

(b) **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.

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(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 8(d) and (f) apply to the day after Thanksgiving.

(d) **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.

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

(f) **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 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 f(2), (3), (4), & (5) below do not apply to employees in Overtime Categories 13 & 18.

(1) 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.

(2) 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, 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.

(3) 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.

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(4) 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.

(5) 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.

(6) Overtime Category 13.

(i) 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 f(2) above shall apply in this case.

(ii) 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.

(iii) 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.

(7) 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.

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

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

New Year's Day, January 1
Martin Luther King Jr.'s Birthday, the third Monday in January
Washington's Birthday, Third Monday in February
Memorial Day, Last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, First Monday in September
Indigenous Peoples' Day, Second Monday in October
Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Day, December 25

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

Town Meeting Day, First Tuesday in March

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

(9) 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.

(10) In all instances for compensation for time worked on a holiday, applicable shift differential shall be in addition to holiday pay.

(g). Time off for legal or administrative holidays or the day after Thanksgiving shall not be charged against sick or annual leave.

(h). An employee who is off payroll due to disciplinary suspension, absent without authorization, or on any unpaid leave of absence 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.

(I) **General Provisions**

(1) 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.

(2) Part-time computations;

(i) 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 will be compensated in direct proportion to the normal number of scheduled work hours in a pay period.

(ii) 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.

(3) 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, 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.

(j) 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.

(k) (1) 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.

(2) This provision applies only to employees in correctional facilities housing inmates.

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Pay Charts
Appendix I (Effective July 1, 2026 - July 11, 2026) (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	11.96	12.25	12.68	13.05	13.46	13.90	14.27	14.71	15.15	15.56	15.93	16.40	16.79	17.26	17.72
6	12.24	12.74	13.17	13.59	13.96	14.43	14.82	15.32	15.73	16.18	16.60	17.06	17.52	17.95	18.45
7	12.72	13.26	13.70	14.10	14.53	14.92	15.48	15.90	16.42	16.81	17.28	17.76	18.24	18.71	19.27
8	13.21	13.86	14.27	14.71	15.15	15.60	16.07	16.60	17.13	17.57	18.01	18.53	18.96	19.49	20.04
9	13.86	14.43	14.86	15.36	15.84	16.32	16.79	17.34	17.83	18.34	18.83	19.38	19.85	20.44	20.98
10	14.41	14.92	15.53	15.95	16.45	16.97	17.53	18.06	18.62	19.18	19.58	20.16	20.70	21.26	21.87
11	14.98	15.64	16.23	16.73	17.25	17.77	18.34	18.89	19.47	20.03	20.53	21.10	21.72	22.28	22.87
12	15.69	16.40	16.93	17.49	17.98	18.59	19.23	19.80	20.44	20.99	21.54	22.14	22.69	23.34	23.97
13	16.42	17.14	17.76	18.31	18.88	19.45	20.09	20.70	21.37	22.01	22.60	23.20	23.83	24.48	25.15
14	17.19	17.95	18.60	19.24	19.81	20.46	21.08	21.75	22.43	23.07	23.71	24.30	25.03	25.73	26.42
15	18.01	18.83	19.49	20.11	20.78	21.49	22.14	22.82	23.57	24.22	24.94	25.59	26.28	26.99	27.78
16	18.89	19.78	20.47	21.10	21.80	22.50	23.24	23.96	24.73	25.42	26.15	26.90	27.61	28.39	29.19
17	19.87	20.78	21.54	22.20	22.94	23.70	24.42	25.16	26.00	26.78	27.50	28.30	29.10	29.95	30.76
18	20.99	21.90	22.67	23.42	24.20	24.98	25.81	26.58	27.49	28.28	29.07	29.89	30.68	31.53	32.46
19	22.07	23.12	23.93	24.72	25.53	26.37	27.20	28.07	29.00	29.82	30.64	31.48	32.40	33.25	34.23
20	23.28	24.30	25.22	26.02	26.94	27.79	28.70	29.66	30.63	31.46	32.34	33.24	34.21	35.22	36.16
21	24.59	25.73	26.65	27.51	28.43	29.36	30.30	31.32	32.34	33.24	34.21	35.22	36.16	37.25	38.27
22	25.98	27.20	28.18	29.12	30.07	31.09	32.11	33.18	34.23	35.23	36.19	37.27	38.31	39.40	40.56
23	27.50	28.79	29.91	30.83	31.87	32.89	33.99	35.18	36.27	37.34	38.38	39.45	40.62	41.77	42.94
24	29.15	30.55	31.66	32.69	33.79	34.93	36.05	37.29	38.54	39.63	40.75	41.87	43.07	44.33	45.58
25	30.92	32.40	33.63	34.70	35.89	37.03	38.27	39.62	40.89	42.04	43.28	44.44	45.72	47.07	48.48
26	32.87	34.39	35.73	36.88	38.13	39.38	40.68	42.04	43.45	44.69	46.02	47.29	48.63	50.05	51.52
27	34.96	36.59	38.04	39.26	40.59	41.89	43.33	44.77	46.22	47.57	48.93	50.33	51.76	53.28	54.82
28	37.06	38.90	40.42	41.74	43.20	44.57	46.08	47.60	49.20	50.64	52.13	53.56	55.20	56.80	58.45
29	39.66	41.54	43.15	44.56	46.07	47.59	49.19	50.87	52.53	54.07	55.63	57.24	58.93	60.57	62.32
30	42.26	44.29	45.97	47.51	49.10	50.75	52.46	54.19	56.01	57.67	59.32	61.07	62.81	64.66	66.57
31	45.13	47.25	49.10	50.75	52.46	54.19	56.01	57.94	59.87	61.67	63.41	65.29	67.20	69.09	71.15
32	48.23	50.54	52.47	54.21	56.08	57.96	59.95	62.01	64.08	65.95	67.83	69.85	71.88	73.97	76.14

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Appendix II (Effective Date July 12, 2026 - January 9, 2027) (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	12.20	12.50	12.93	13.31	13.73	14.18	14.56	15.00	15.45	15.87	16.25	16.73	17.13	17.61	18.07
6	12.48	12.99	13.43	13.86	14.24	14.72	15.12	15.63	16.04	16.50	16.93	17.40	17.87	18.31	18.82
7	12.97	13.53	13.97	14.38	14.82	15.22	15.79	16.22	16.75	17.15	17.63	18.12	18.60	19.08	19.66
8	13.47	14.14	14.56	15.00	15.45	15.91	16.39	16.93	17.47	17.92	18.37	18.90	19.34	19.88	20.44
9	14.14	14.72	15.16	15.67	16.16	16.65	17.13	17.69	18.19	18.71	19.21	19.77	20.25	20.85	21.40
10	14.70	15.22	15.84	16.27	16.78	17.31	17.88	18.42	18.99	19.56	19.97	20.56	21.11	21.69	22.31
11	15.28	15.95	16.55	17.06	17.60	18.13	18.71	19.27	19.86	20.43	20.94	21.52	22.15	22.73	23.33
12	16.00	16.73	17.27	17.84	18.34	18.96	19.61	20.20	20.85	21.41	21.97	22.58	23.14	23.81	24.45
13	16.75	17.48	18.12	18.68	19.26	19.84	20.49	21.11	21.80	22.45	23.05	23.66	24.31	24.97	25.65
14	17.53	18.31	18.97	19.62	20.21	20.87	21.50	22.19	22.88	23.53	24.18	24.79	25.53	26.24	26.95
15	18.37	19.21	19.88	20.51	21.20	21.92	22.58	23.28	24.04	24.70	25.44	26.10	26.81	27.53	28.34
16	19.27	20.18	20.88	21.52	22.24	22.95	23.70	24.44	25.22	25.93	26.67	27.44	28.16	28.96	29.77
17	20.27	21.20	21.97	22.64	23.40	24.17	24.91	25.66	26.52	27.32	28.05	28.87	29.68	30.55	31.38
18	21.41	22.34	23.12	23.89	24.68	25.48	26.33	27.11	28.04	28.85	29.65	30.49	31.29	32.16	33.11
19	22.51	23.58	24.41	25.21	26.04	26.90	27.74	28.63	29.58	30.42	31.25	32.11	33.05	33.92	34.91
20	23.75	24.79	25.72	26.54	27.48	28.35	29.27	30.25	31.24	32.09	32.99	33.90	34.89	35.92	36.88
21	25.08	26.24	27.18	28.06	29.00	29.95	30.91	31.95	32.99	33.90	34.89	35.92	36.88	38.00	39.04
22	26.50	27.74	28.74	29.70	30.67	31.71	32.75	33.84	34.91	35.93	36.91	38.02	39.08	40.19	41.37
23	28.05	29.37	30.51	31.45	32.51	33.55	34.67	35.88	37.00	38.09	39.15	40.24	41.43	42.61	43.80
24	29.73	31.16	32.29	33.34	34.47	35.63	36.77	38.04	39.31	40.42	41.57	42.71	43.93	45.22	46.49
25	31.54	33.05	34.30	35.39	36.61	37.77	39.04	40.41	41.71	42.88	44.15	45.33	46.63	48.01	49.45
26	33.53	35.08	36.44	37.62	38.89	40.17	41.49	42.88	44.32	45.58	46.94	48.24	49.60	51.05	52.55
27	35.66	37.32	38.80	40.05	41.40	42.73	44.20	45.67	47.14	48.52	49.91	51.34	52.80	54.35	55.92
28	37.80	39.68	41.23	42.57	44.06	45.46	47.00	48.55	50.18	51.65	53.17	54.63	56.30	57.94	59.62
29	40.45	42.37	44.01	45.45	46.99	48.54	50.17	51.89	53.58	55.15	56.74	58.38	60.11	61.78	63.57
30	43.11	45.18	46.89	48.46	50.08	51.77	53.51	55.27	57.13	58.82	60.51	62.29	64.07	65.95	67.90
31	46.03	48.20	50.08	51.77	53.51	55.27	57.13	59.10	61.07	62.90	64.68	66.60	68.54	70.47	72.57
32	49.19	51.55	53.52	55.29	57.20	59.12	61.15	63.25	65.36	67.27	69.19	71.25	73.32	75.45	77.66

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Appendix III (Effective Date January 10, 2027 – July 10, 2027) (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	12.44	12.75	13.19	13.58	14.00	14.46	14.85	15.30	15.76	16.19	16.58	17.06	17.47	17.96	18.43
6	12.73	13.25	13.70	14.14	14.52	15.01	15.42	15.94	16.36	16.83	17.27	17.75	18.23	18.68	19.20
7	13.23	13.80	14.25	14.67	15.12	15.52	16.11	16.54	17.09	17.49	17.98	18.48	18.97	19.46	20.05
8	13.74	14.42	14.85	15.30	15.76	16.23	16.72	17.27	17.82	18.28	18.74	19.28	19.73	20.28	20.85
9	14.42	15.01	15.46	15.98	16.48	16.98	17.47	18.04	18.55	19.08	19.59	20.17	20.66	21.27	21.83
10	14.99	15.52	16.16	16.60	17.12	17.66	18.24	18.79	19.37	19.95	20.37	20.97	21.53	22.12	22.76
11	15.59	16.27	16.88	17.40	17.95	18.49	19.08	19.66	20.26	20.84	21.36	21.95	22.59	23.18	23.80
12	16.32	17.06	17.62	18.20	18.71	19.34	20.00	20.60	21.27	21.84	22.41	23.03	23.60	24.29	24.94
13	17.09	17.83	18.48	19.05	19.65	20.24	20.90	21.53	22.24	22.90	23.51	24.13	24.80	25.47	26.16
14	17.88	18.68	19.35	20.01	20.61	21.29	21.93	22.63	23.34	24.00	24.66	25.29	26.04	26.76	27.49
15	18.74	19.59	20.28	20.92	21.62	22.36	23.03	23.75	24.52	25.19	25.95	26.62	27.35	28.08	28.91
16	19.66	20.58	21.30	21.95	22.68	23.41	24.17	24.93	25.72	26.45	27.20	27.99	28.72	29.54	30.37
17	20.68	21.62	22.41	23.09	23.87	24.65	25.41	26.17	27.05	27.87	28.61	29.45	30.27	31.16	32.01
18	21.84	22.79	23.58	24.37	25.17	25.99	26.86	27.65	28.60	29.43	30.24	31.10	31.92	32.80	33.77
19	22.96	24.05	24.90	25.71	26.56	27.44	28.29	29.20	30.17	31.03	31.88	32.75	33.71	34.60	35.61
20	24.23	25.29	26.23	27.07	28.03	28.92	29.86	30.86	31.86	32.73	33.65	34.58	35.59	36.64	37.62
21	25.58	26.76	27.72	28.62	29.58	30.55	31.53	32.59	33.65	34.58	35.59	36.64	37.62	38.76	39.82
22	27.03	28.29	29.31	30.29	31.28	32.34	33.41	34.52	35.61	36.65	37.65	38.78	39.86	40.99	42.20
23	28.61	29.96	31.12	32.08	33.16	34.22	35.36	36.60	37.74	38.85	39.93	41.04	42.26	43.46	44.68
24	30.32	31.78	32.94	34.01	35.16	36.34	37.51	38.80	40.10	41.23	42.40	43.56	44.81	46.12	47.42
25	32.17	33.71	34.99	36.10	37.34	38.53	39.82	41.22	42.54	43.74	45.03	46.24	47.56	48.97	50.44
26	34.20	35.78	37.17	38.37	39.67	40.97	42.32	43.74	45.21	46.49	47.88	49.20	50.59	52.07	53.60
27	36.37	38.07	39.58	40.85	42.23	43.58	45.08	46.58	48.08	49.49	50.91	52.37	53.86	55.44	57.04
28	38.56	40.47	42.05	43.42	44.94	46.37	47.94	49.52	51.18	52.68	54.23	55.72	57.43	59.10	60.81
29	41.26	43.22	44.89	46.36	47.93	49.51	51.17	52.93	54.65	56.25	57.87	59.55	61.31	63.02	64.84
30	43.97	46.08	47.83	49.43	51.08	52.81	54.58	56.38	58.27	60.00	61.72	63.54	65.35	67.27	69.26
31	46.95	49.16	51.08	52.81	54.58	56.38	58.27	60.28	62.29	64.16	65.97	67.93	69.91	71.88	74.02
32	50.17	52.58	54.59	56.40	58.34	60.30	62.37	64.52	66.67	68.62	70.57	72.68	74.79	76.96	79.21

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Appendix IV (Effective Date July 11, 2027 – June 30, 2028) (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	12.81	13.13	13.59	13.99	14.42	14.89	15.30	15.76	16.23	16.68	17.08	17.57	17.99	18.50	18.98
6	13.11	13.65	14.11	14.56	14.96	15.46	15.88	16.42	16.85	17.33	17.79	18.28	18.78	19.24	19.78
7	13.63	14.21	14.68	15.11	15.57	15.99	16.59	17.04	17.60	18.01	18.52	19.03	19.54	20.04	20.65
8	14.15	14.85	15.30	15.76	16.23	16.72	17.22	17.79	18.35	18.83	19.30	19.86	20.32	20.89	21.48
9	14.85	15.46	15.92	16.46	16.97	17.49	17.99	18.58	19.11	19.65	20.18	20.78	21.28	21.91	22.48
10	15.44	15.99	16.64	17.10	17.63	18.19	18.79	19.35	19.95	20.55	20.98	21.60	22.18	22.78	23.44
11	16.06	16.76	17.39	17.92	18.49	19.04	19.65	20.25	20.87	21.47	22.00	22.61	23.27	23.88	24.51
12	16.81	17.57	18.15	18.75	19.27	19.92	20.60	21.22	21.91	22.50	23.08	23.72	24.31	25.02	25.69
13	17.60	18.36	19.03	19.62	20.24	20.85	21.53	22.18	22.91	23.59	24.22	24.85	25.54	26.23	26.94
14	18.42	19.24	19.93	20.61	21.23	21.93	22.59	23.31	24.04	24.72	25.40	26.05	26.82	27.56	28.31
15	19.30	20.18	20.89	21.55	22.27	23.03	23.72	24.46	25.26	25.95	26.73	27.42	28.17	28.92	29.78
16	20.25	21.20	21.94	22.61	23.36	24.11	24.90	25.68	26.49	27.24	28.02	28.83	29.58	30.43	31.28
17	21.30	22.27	23.08	23.78	24.59	25.39	26.17	26.96	27.86	28.71	29.47	30.33	31.18	32.09	32.97
18	22.50	23.47	24.29	25.10	25.93	26.77	27.67	28.48	29.46	30.31	31.15	32.03	32.88	33.78	34.78
19	23.65	24.77	25.65	26.48	27.36	28.26	29.14	30.08	31.08	31.96	32.84	33.73	34.72	35.64	36.68
20	24.96	26.05	27.02	27.88	28.87	29.79	30.76	31.79	32.82	33.71	34.66	35.62	36.66	37.74	38.75
21	26.35	27.56	28.55	29.48	30.47	31.47	32.48	33.57	34.66	35.62	36.66	37.74	38.75	39.92	41.01
22	27.84	29.14	30.19	31.20	32.22	33.31	34.41	35.56	36.68	37.75	38.78	39.94	41.06	42.22	43.47
23	29.47	30.86	32.05	33.04	34.15	35.25	36.42	37.70	38.87	40.02	41.13	42.27	43.53	44.76	46.02
24	31.23	32.73	33.93	35.03	36.21	37.43	38.64	39.96	41.30	42.47	43.67	44.87	46.15	47.50	48.84
25	33.14	34.72	36.04	37.18	38.46	39.69	41.01	42.46	43.82	45.05	46.38	47.63	48.99	50.44	51.95
26	35.23	36.85	38.29	39.52	40.86	42.20	43.59	45.05	46.57	47.88	49.32	50.68	52.11	53.63	55.21
27	37.46	39.21	40.77	42.08	43.50	44.89	46.43	47.98	49.52	50.97	52.44	53.94	55.48	57.10	58.75
28	39.72	41.68	43.31	44.72	46.29	47.76	49.38	51.01	52.72	54.26	55.86	57.39	59.15	60.87	62.63
29	42.50	44.52	46.24	47.75	49.37	51.00	52.71	54.52	56.29	57.94	59.61	61.34	63.15	64.91	66.79
30	45.29	47.46	49.26	50.91	52.61	54.39	56.22	58.07	60.02	61.80	63.57	65.45	67.31	69.29	71.34
31	48.36	50.63	52.61	54.39	56.22	58.07	60.02	62.09	64.16	66.08	67.95	69.97	72.01	74.04	76.24
32	51.68	54.16	56.23	58.09	60.09	62.11	64.24	66.46	68.67	70.68	72.69	74.86	77.03	79.27	81.59

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State Police Lieutenants
Appendix V (Effective July 1, 2026 – July 11, 2026)

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
26	33.03	34.67	36.07	37.32	38.65	39.99	41.39	42.82	44.31	45.67	47.05	48.48	49.43	50.41	51.42
27	35.05	36.79	38.26	39.60	41.01	42.45	43.92	45.44	47.05	48.48	49.91	51.41	52.43	53.49	54.55
28	37.42	39.28	40.85	42.27	43.76	45.29	46.89	48.55	50.23	51.74	53.28	54.89	55.99	57.12	58.26
29	39.75	41.74	43.44	44.94	46.52	48.15	49.82	51.58	53.40	55.01	56.66	58.35	59.51	60.70	61.91
30	42.12	44.23	46.00	47.59	49.28	51.00	52.79	54.62	56.54	58.25	60.00	61.80	63.03	64.33	65.60
31	45.18	47.43	49.33	51.07	52.84	54.69	56.61	58.60	60.63	62.46	64.35	66.29	67.59	68.93	70.33
32	48.18	50.62	52.64	54.49	56.40	58.36	60.39	62.50	64.68	66.62	68.63	70.67	72.10	73.55	75.01

State Police Lieutenants
Appendix VI (Effective July 12, 2026 – January 9, 2027)

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
26	33.69	35.36	36.79	38.07	39.42	40.79	42.22	43.68	45.20	46.58	47.99	49.45	50.42	51.42	52.45
27	35.75	37.53	39.03	40.39	41.83	43.30	44.80	46.35	47.99	49.45	50.91	52.44	53.48	54.56	55.64
28	38.17	40.07	41.67	43.12	44.64	46.20	47.83	49.52	51.23	52.77	54.35	55.99	57.11	58.26	59.43
29	40.55	42.57	44.31	45.84	47.45	49.11	50.82	52.61	54.47	56.11	57.79	59.52	60.70	61.91	63.15
30	42.96	45.11	46.92	48.54	50.27	52.02	53.85	55.71	57.67	59.42	61.20	63.04	64.29	65.62	66.91
31	46.08	48.38	50.32	52.09	53.90	55.78	57.74	59.77	61.84	63.71	65.64	67.62	68.94	70.31	71.74
32	49.14	51.63	53.69	55.58	57.53	59.53	61.60	63.75	65.97	67.95	70.00	72.08	73.54	75.02	76.51

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State Police Lieutenants
Appendix VII (Effective January 10, 2027 – July 10, 2027)

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
26	34.36	36.07	37.53	38.83	40.21	41.61	43.06	44.55	46.10	47.51	48.95	50.44	51.43	52.45	53.50
27	36.47	38.28	39.81	41.20	42.67	44.17	45.70	47.28	48.95	50.44	51.93	53.49	54.55	55.65	56.75
28	38.93	40.87	42.50	43.98	45.53	47.12	48.79	50.51	52.25	53.83	55.44	57.11	58.25	59.43	60.62
29	41.36	43.42	45.20	46.76	48.40	50.09	51.84	53.66	55.56	57.23	58.95	60.71	61.91	63.15	64.41
30	43.82	46.01	47.86	49.51	51.28	53.06	54.93	56.82	58.82	60.61	62.42	64.30	65.58	66.93	68.25
31	47.00	49.35	51.33	53.13	54.98	56.90	58.89	60.97	63.08	64.98	66.95	68.97	70.32	71.72	73.17
32	50.12	52.66	54.76	56.69	58.68	60.72	62.83	65.03	67.29	69.31	71.40	73.52	75.01	76.52	78.04

State Police Lieutenants
Appendix VII (Effective July 11, 2027 – June 30, 2028)

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
26	35.39	37.15	38.66	39.99	41.42	42.86	44.35	45.89	47.48	48.94	50.42	51.95	52.97	54.02	55.11
27	37.56	39.43	41.00	42.44	43.95	45.50	47.07	48.70	50.42	51.95	53.49	55.09	56.19	57.32	58.45
28	40.10	42.10	43.78	45.30	46.90	48.53	50.25	52.03	53.82	55.44	57.10	58.82	60.00	61.21	62.44
29	42.60	44.72	46.56	48.16	49.85	51.59	53.40	55.27	57.23	58.95	60.72	62.53	63.77	65.04	66.34
30	45.13	47.39	49.30	51.00	52.82	54.65	56.58	58.52	60.58	62.43	64.29	66.23	67.55	68.94	70.30
31	48.41	50.83	52.87	54.72	56.63	58.61	60.66	62.80	64.97	66.93	68.96	71.04	72.43	73.87	75.37
32	51.62	54.24	56.40	58.39	60.44	62.54	64.71	66.98	69.31	71.39	73.54	75.73	77.26	78.82	80.38

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Corrections Supervisors
Appendix IX (Effective July 1, 2026 - July 11, 2026) (COR 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
17	20.91	21.91	22.73	23.48	24.28	25.09	25.93	26.80	27.72	28.54	29.37	30.22	30.80	31.40	32.01
18	21.96	23.01	23.88	24.67	25.51	26.36	27.24	28.17	29.12	30.00	30.86	31.76	32.37	33.00	33.64
19	23.12	24.23	25.15	25.98	26.86	27.77	28.69	29.67	30.68	31.60	32.52	33.46	34.11	34.77	35.45
20	24.32	25.49	26.46	27.33	28.27	29.22	30.20	31.22	32.29	33.26	34.23	35.22	35.91	36.61	37.32
21	25.64	26.87	27.90	28.82	29.81	30.82	31.85	32.94	34.06	35.09	36.11	37.16	37.88	38.62	39.37
22	27.06	28.36	29.45	30.43	31.47	32.54	33.63	34.78	35.97	37.05	38.13	39.24	40.01	40.79	41.58
23	28.66	30.04	31.19	32.23	33.34	34.47	35.63	36.85	38.12	39.27	40.41	41.59	42.40	43.23	44.08
24	30.27	31.73	32.95	34.05	35.22	36.42	37.65	38.94	40.28	41.49	42.70	43.95	44.81	45.69	46.58
25	32.09	33.64	34.94	36.11	37.35	38.62	39.92	41.30	42.72	44.01	45.30	46.63	47.54	48.47	49.42
26	34.03	35.68	37.05	38.30	39.62	40.97	42.35	43.81	45.32	46.69	48.06	49.47	50.44	51.43	52.44
27	36.17	37.93	39.39	40.72	42.12	43.56	45.03	46.58	48.19	49.66	51.11	52.61	53.65	54.70	55.77
28	38.37	40.24	41.79	43.20	44.69	46.22	47.79	49.43	51.14	52.70	54.24	55.84	56.94	58.06	59.20
29	40.89	42.88	44.54	46.05	47.64	49.27	50.94	52.70	54.53	56.18	57.83	59.54	60.71	61.90	63.12
30	43.51	45.64	47.40	49.00	50.70	52.44	54.22	56.10	58.04	59.81	61.57	63.38	64.63	65.91	67.20
31	46.40	48.67	50.56	52.27	54.08	55.94	57.84	59.84	61.92	63.81	65.69	67.63	68.96	70.32	71.70
32	49.52	51.95	53.96	55.79	57.73	59.72	61.75	63.89	66.11	68.12	70.13	72.20	73.63	75.08	76.56

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Appendix X (Effective Date July 12, 2026 – January 9, 2027) (COR 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
17	21.33	22.35	23.18	23.95	24.77	25.59	26.45	27.34	28.27	29.11	29.96	30.82	31.42	32.03	32.65
18	22.40	23.47	24.36	25.16	26.02	26.89	27.78	28.73	29.70	30.60	31.48	32.40	33.02	33.66	34.31
19	23.58	24.71	25.65	26.50	27.40	28.33	29.26	30.26	31.29	32.23	33.17	34.13	34.79	35.47	36.16
20	24.81	26.00	26.99	27.88	28.84	29.80	30.80	31.84	32.94	33.93	34.91	35.92	36.63	37.34	38.07
21	26.15	27.41	28.46	29.40	30.41	31.44	32.49	33.60	34.74	35.79	36.83	37.90	38.64	39.39	40.16
22	27.60	28.93	30.04	31.04	32.10	33.19	34.30	35.48	36.69	37.79	38.89	40.02	40.81	41.61	42.41
23	29.23	30.64	31.81	32.87	34.01	35.16	36.34	37.59	38.88	40.06	41.22	42.42	43.25	44.09	44.96
24	30.88	32.36	33.61	34.73	35.92	37.15	38.40	39.72	41.09	42.32	43.55	44.83	45.71	46.60	47.51
25	32.73	34.31	35.64	36.83	38.10	39.39	40.72	42.13	43.57	44.89	46.21	47.56	48.49	49.44	50.41
26	34.71	36.39	37.79	39.07	40.41	41.79	43.20	44.69	46.23	47.62	49.02	50.46	51.45	52.46	53.49
27	36.89	38.69	40.18	41.53	42.96	44.43	45.93	47.51	49.15	50.65	52.13	53.66	54.72	55.79	56.89
28	39.14	41.04	42.63	44.06	45.58	47.14	48.75	50.42	52.16	53.75	55.32	56.96	58.08	59.22	60.38
29	41.71	43.74	45.43	46.97	48.59	50.26	51.96	53.75	55.62	57.30	58.99	60.73	61.92	63.14	64.38
30	44.38	46.55	48.35	49.98	51.71	53.49	55.30	57.22	59.20	61.01	62.80	64.65	65.92	67.23	68.54
31	47.33	49.64	51.57	53.32	55.16	57.06	59.00	61.04	63.16	65.09	67.00	68.98	70.34	71.73	73.13
32	50.51	52.99	55.04	56.91	58.88	60.91	62.99	65.17	67.43	69.48	71.53	73.64	75.10	76.58	78.09

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Appendix XI (Effective Date January 10, 2027 – July 10, 2027) (COR 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
17	21.76	22.80	23.64	24.43	25.27	26.10	26.98	27.89	28.84	29.69	30.56	31.44	32.05	32.67	33.30
18	22.85	23.94	24.85	25.66	26.54	27.43	28.34	29.30	30.29	31.21	32.11	33.05	33.68	34.33	35.00
19	24.05	25.20	26.16	27.03	27.95	28.90	29.85	30.87	31.92	32.87	33.83	34.81	35.49	36.18	36.88
20	25.31	26.52	27.53	28.44	29.42	30.40	31.42	32.48	33.60	34.61	35.61	36.64	37.36	38.09	38.83
21	26.67	27.96	29.03	29.99	31.02	32.07	33.14	34.27	35.43	36.51	37.57	38.66	39.41	40.18	40.96
22	28.15	29.51	30.64	31.66	32.74	33.85	34.99	36.19	37.42	38.55	39.67	40.82	41.63	42.44	43.26
23	29.81	31.25	32.45	33.53	34.69	35.86	37.07	38.34	39.66	40.86	42.04	43.27	44.12	44.97	45.86
24	31.50	33.01	34.28	35.42	36.64	37.89	39.17	40.51	41.91	43.17	44.42	45.73	46.62	47.53	48.46
25	33.38	35.00	36.35	37.57	38.86	40.18	41.53	42.97	44.44	45.79	47.13	48.51	49.46	50.43	51.42
26	35.40	37.12	38.55	39.85	41.22	42.63	44.06	45.58	47.15	48.57	50.00	51.47	52.48	53.51	54.56
27	37.63	39.46	40.98	42.36	43.82	45.32	46.85	48.46	50.13	51.66	53.17	54.73	55.81	56.91	58.03
28	39.92	41.86	43.48	44.94	46.49	48.08	49.73	51.43	53.20	54.83	56.43	58.10	59.24	60.40	61.59
29	42.54	44.61	46.34	47.91	49.56	51.27	53.00	54.83	56.73	58.45	60.17	61.94	63.16	64.40	65.67
30	45.27	47.48	49.32	50.98	52.74	54.56	56.41	58.36	60.38	62.23	64.06	65.94	67.24	68.57	69.91
31	48.28	50.63	52.60	54.39	56.26	58.20	60.18	62.26	64.42	66.39	68.34	70.36	71.75	73.16	74.59
32	51.52	54.05	56.14	58.05	60.06	62.13	64.25	66.47	68.78	70.87	72.96	75.11	76.60	78.11	79.65

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Appendix XII (Effective Date July 11, 2027 – June 30, 2028) (COR 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
17	22.41	23.48	24.35	25.16	26.03	26.88	27.79	28.73	29.71	30.58	31.48	32.38	33.01	33.65	34.30
18	23.54	24.66	25.60	26.43	27.34	28.25	29.19	30.18	31.20	32.15	33.07	34.04	34.69	35.36	36.05
19	24.77	25.96	26.94	27.84	28.79	29.77	30.75	31.80	32.88	33.86	34.84	35.85	36.55	37.27	37.99
20	26.07	27.32	28.36	29.29	30.30	31.31	32.36	33.45	34.61	35.65	36.68	37.74	38.48	39.23	39.99
21	27.47	28.80	29.90	30.89	31.95	33.03	34.13	35.30	36.49	37.61	38.70	39.82	40.59	41.39	42.19
22	28.99	30.40	31.56	32.61	33.72	34.87	36.04	37.28	38.54	39.71	40.86	42.04	42.88	43.71	44.56
23	30.70	32.19	33.42	34.54	35.73	36.94	38.18	39.49	40.85	42.09	43.30	44.57	45.44	46.32	47.24
24	32.45	34.00	35.31	36.48	37.74	39.03	40.35	41.73	43.17	44.47	45.75	47.10	48.02	48.96	49.91
25	34.38	36.05	37.44	38.70	40.03	41.39	42.78	44.26	45.77	47.16	48.54	49.97	50.94	51.94	52.96
26	36.46	38.23	39.71	41.05	42.46	43.91	45.38	46.95	48.56	50.03	51.50	53.01	54.05	55.12	56.20
27	38.76	40.64	42.21	43.63	45.13	46.68	48.26	49.91	51.63	53.21	54.77	56.37	57.48	58.62	59.77
28	41.12	43.12	44.78	46.29	47.88	49.52	51.22	52.97	54.80	56.47	58.12	59.84	61.02	62.21	63.44
29	43.82	45.95	47.73	49.35	51.05	52.81	54.59	56.47	58.43	60.20	61.98	63.80	65.05	66.33	67.64
30	46.63	48.90	50.80	52.51	54.32	56.20	58.10	60.11	62.19	64.10	65.98	67.92	69.26	70.63	72.01
31	49.73	52.15	54.18	56.02	57.95	59.95	61.99	64.13	66.35	68.38	70.39	72.47	73.90	75.35	76.83
32	53.07	55.67	57.82	59.79	61.86	63.99	66.18	68.46	70.84	73.00	75.15	77.36	78.90	80.45	82.04

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For the Vermont State Employees' Association, Inc.

Signed by:
Margaret Crowley
441116E2B25C1465...
Margaret Crowley
VSEA President

DocuSigned by:
Steve Howard
6191B4B4BFF546E...
Steve Howard
VSEA Executive Director

DocuSigned by:
Gary L. Hoadley
31A4BBE69EFE410...
Gary Hoadley
VSEA Chief Negotiator

Signed by:
Thomas R. Hango
0C953E7BE0B2454...
Thomas Hango
VSEA Staff Negotiator

Signed by:
Maureen O'Day
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Maureen O'Day, Chair
Supervisory Unit

For the State of Vermont

Philip B. Scott
Governor

Sarah Clark
Agency Secretary
Agency of Administration

Signed by:
McClure, Kristin
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Kristin L. McClure
Commissioner
Department of Human Resources

DocuSigned by:
John J. Berard
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John J. Berard
Director of Labor Relations
Department of Human Resources

Supervisory Unit Bargaining Team:

Maureen O'Day, Chair
Jennifer Lyford
Douglas Densmore
Brad Dunsmore
Adi Dobrilovic
Matthew Engels
Bruce King
Sarah Roy
Katrina Sweet