AGREEMENT BETWEEN

THE VERMONT STATE HOUSING AUTHORITY

and

THE VERMONT STATE HOUSING AUTHORITY
STAFF FEDERATION OF THE VERMONT STATE EMPLOYEES' ASSOCIATION

October 1, 2026 - September 30, 2029

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ARTICLE I
FEDERATION RECOGNITION

1.1 The Vermont State Housing Authority, hereinafter termed the "Authority", hereby recognizes the Vermont State Housing Authority Staff Federation of the Vermont State Employees Association, hereinafter termed the "Federation" as the exclusive bargaining agent of a bargaining unit consisting of all nonmanagement employees of the Authority, excluding supervisors and confidential employees consistent with Chapter 22 of 21 V.S.A., as certified by the Vermont Labor Relations Board.

1.2 If, during the life of this Agreement, the bargaining unit should be amended by the Vermont Labor Relations Board or by mutual consent of the Authority and Federation, the parties shall meet to discuss the effects of such amendment, and any Article affected by such amendment shall be renegotiated.

1.3 Temporary employees shall not be members of the bargaining unit unless and until the number of temporary employees exceeds twenty-five percent (25%) of the number of employees in the permanent bargaining unit, rounded to the nearest whole number, for a period of four (4) consecutive months. This addition of temporary employees to the bargaining unit shall begin the next calendar month following said four (4) month period and shall continue thereafter for six (6) consecutive months. A "temporary" employee is an employee who is hired for a period not exceeding six (6) consecutive months. Temporary employees are not eligible for benefits provided to full-time, part-time or limited service employees except as required by law. Individuals with whom the Authority contracts for specific services or who are hired to perform casual labor, shall not be considered temporary employees for the purpose of this Section 1.3. In the event that an individual has been employed as a temporary employee for a total of six (6) months within twelve (12) consecutive months from their initial date of hire, said person shall be rehired as a temporary employee only for good cause and with Federation approval.

1.4 Should a temporary employee be hired as a full-time, part-time or limited service employee, they shall be credited with the time spent as a temporary employee for the purpose of eligibility and accrual of paid leaves of absence under this Agreement.

1.5 "Part-time" employees shall be defined as those employees whose normal work schedule is at least twenty (20), but less than forty (40) hours per week. Said employees shall be members of the bargaining unit.

1.6 "Full-time" employees shall be defined as those employees whose normal work schedule is forty (40) hours per week. Said employees shall be members of the bargaining unit.

1.7 "Limited service" employee is defined as an employee who has completed their initial probationary period and is occupying a position for a specified period greater than six (6) months, but not exceeding two (2) years. Said employees shall be members of the bargaining unit. An employee who has been on limited service status for more than two consecutive years shall become a full-time or part-time employee within the bargaining unit and their time in limited service status shall then count towards their seniority at VSHA.

1.8 Individuals with whom the Authority contracts for specific services or who are hired to perform casual labor shall not be members of the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Except as otherwise specifically provided in this Agreement or otherwise specifically agreed to in writing between the parties, determination of policy, the operation and management of Authority facilities, the control, supervision and direction of employees, and any and all other matters which are committed by law to the Authority or otherwise involve the exercise of reserved or retained managerial prerogatives are vested exclusively in the Authority with appropriate authority to act delegated to the Executive Director of the Authority.

2.2 None of the provisions of this Agreement shall operate to preclude the Authority from taking such action as it deems necessary for the care and protection of its employees, equipment and facilities in case of emergency.

2.3 The Authority shall have the right to adopt, amend and promulgate as necessary, rules, regulations, policies and procedures not addressed in this Agreement for the efficient and orderly administration of Authority business. Said rules, regulations, policies, procedures or amendments thereto shall be in accordance with Article XXXIII.

2.4 The Authority may contract out bargaining unit work, consistent with the provisions of Article VI.

ARTICLE III

FEDERATION RIGHTS

3.1 The Federation shall have the right to make reasonable use of Authority facilities, in accordance with Authority policy, upon appropriate request, provided that such use does not interfere with normal Authority operations. Any reasonable repair or replacement costs necessitated by such use shall be borne by the Federation. The Federation shall be permitted to have a bulletin board at the Authority's Central and Regional offices for the purpose of posting Federation information and materials. The Authority shall approve the size, location and installation of the bulletin board and the Federation shall be responsible for the purchase and maintenance of the bulletin board.

3.2 The Federation shall have the right to make reasonable use of the Authority's copy machine at the rate of five cents ($.05) per copy.

3.3 Rights and benefits set forth in this Agreement shall be part of any individual contract or notice of intent to employ. In the event of conflict, the terms of this Agreement shall be controlling.

3.4 Subject to the efficient conduct of Authority business, which shall prevail in any instance of conflict, upon approval of the appropriate supervisor, permission for reasonable time off during normal working hours without loss of pay or charge to accrued benefits shall not be unreasonably withheld as follows:

A. Federation Stewards shall be provided reasonable time during normal working hours to process grievances and attend grievance hearings.

B. The Federation Chair shall be provided reasonable opportunity during normal working hours to discuss issues with Authority management and Federation members.

C. Federation members, collectively, shall be provided up to 120 hours on a fiscal year basis during normal working hours to participate in Federation business; i.e. attend V.S.E.A. Council and Committee meetings, steward trainings, prepare for union meetings, preparation for Collective Bargaining Negotiations, consult with union representatives by phone conferences or face-to-face, participate in grievances or meetings related to grievances, and attendance by the Federation Chair or other designated member to attend VSHA Board Meetings; in the event a Federation member is elected to serve on the VSEA Board of Trustees, the member may access up to 96 hours of the above referenced allotment on a fiscal year basis to attend meetings of the VSEA Board of Trustees which occur during the member's working hours. During bargaining years, Federation time available shall be increased to 180 hours. Use of the time allotted to the Federation by any Federation member must first be approved by the Federation Chair or designee.

D. Four (4) Federation members shall be provided reasonable paid time during normal working hours to attend Collective Bargaining Negotiations provided that the composition of the Federation bargaining team does not unduly burden any office or division of the Authority. Nothing herein shall preclude the parties from agreeing to schedule negotiations during non-work hours.

E. The Federation Chair, or other designated member, shall be provided paid time during normal working hours, up to one hour per new employee, to review the Collective Bargaining Agreement with said new employee. Such review shall be conducted as part of the new employee orientation process. Human Resources shall notify the Federation Chair, in writing, of any new employee hire.

3.5 The printing and distribution of the Agreement shall be at the expense of the Authority. The Authority shall post a pdf copy of the Agreement in the Employee Forms Directory and shall provide four (4) copies for the Federation. Upon request, the Authority will provide the Federation with a copy of the Agreement in WORD.

3.6 The Authority agrees to deduct supplementary insurance premiums for the vendors listed herein only from bargaining unit employees who voluntarily authorize such deductions by the signing of an authorization form. The Authority further agrees to deduct VTPAC contributions from bargaining unit employees who voluntarily authorize such deductions by the signing of an authorization form. All deductions under this Article III shall be made on a monthly basis beginning with the employee's first monthly paycheck and shall be transmitted by check to the VSEA by the fifteenth (15^{th}) of the month following the month in which deductions are made.

The Federation agrees to hold the Authority harmless for any and all claims stemming from deductions under this Article III.

The Authority shall not be required to advance supplementary insurance premiums and/or VTPAC contributions on behalf of an employee, or to collect such premiums and contributions from an employee if there are insufficient funds remaining after all mandatory and authorized deductions, including but not limited to payroll taxes, FICA, Union dues, child support, wage garnishments, employee share of Authority sponsored health insurance premium or other Authority sponsored insurance premiums, health club dues, loan repayments, pension contributions, and the like have been deducted during the applicable pay period.

The following are the approved vendors of supplementary insurance products under this section: R.K. Tongue

ARTICLE IV

NONDISCRIMINATION

4.1 The Authority and the Federation each agree to adhere to all applicable federal and state laws, and all related rules and regulations, intended to protect individuals against discrimination, intimidation or harassment, including sexual harassment. The Authority has adopted and promulgated an Equal Opportunity and Nondiscrimination Policy and an Anti-Harassment Policy. Allegations of discrimination and/or harassment shall be handled by the Authority in compliance with those policies as they may be amended, from time to time.

4.2 A "whistleblower" shall be defined as a person covered by this Agreement who makes public allegations of inefficiency or impropriety in government. No provisions of this Agreement shall be deemed to interfere with such an employee in the exercise of their constitutional right of free speech and such person shall not be discriminated against in their employment with regard thereto.

ARTICLE V

NO-STRIKE AGREEMENT

5.1 During the term of this Agreement, the Federation guarantees, on behalf of itself and each of its members, that there will be no strike, boycott, work stoppage, slow down or any other form of interference, coercive or otherwise, with the operation of the Authority.

5.2 The Authority shall have the right to take disciplinary action against any employee who violates this Article V. If such disciplinary action is grieved, the only issue shall be the participation or non-participation of the grievant in any of the activities prohibited by this Article V.

5.3 In the event of a violation of this Article V, the Authority shall have the right to avail itself of any legal and equitable right available.

ARTICLE VI

CONTRACTING FOR SERVICES

6.1 No bargaining unit employee will be laid off or otherwise reduced in hours as a result of work performed by a contractor, temporary, intern, volunteer or other non-regular (non-bargaining unit eligible) employee except in circumstances when a special license, certification, accreditation or skill, not possessed by current staff is required; or in circumstances where the contract or employment is in response to an emergency, or is seasonal in nature. It is understood that reasonable accommodations will be made in situations where a license can be obtained expeditiously (such as a C.D.L.).

6.2 This Article VI shall not constitute a restriction on the right of the Authority to reduce its work force where a layoff is made necessary for the efficient operation of Authority business or due to budgetary restrictions. Determinations of when a layoff is necessary, and in what areas/divisions, shall be the Authority's prerogative consistent with the provisions of Article II. Layoffs shall be handled in accordance with the provisions of Article XXVIII.

6.3 " Contracts for the services of private contractors" shall be any service provided to the Authority by agreement between an authorized representative of the Authority and an individual organization in which no employer/employee relationship exists.

ARTICLE VII

EXCHANGE OF INFORMATION

7.1 The Authority shall make available to the Federation, upon reasonable request, all such statistics, financial information, job descriptions and personnel reports necessary for negotiation and implementation of this Agreement. The Authority shall provide the Federation with the new wage rates for all bargaining unit employees when annual wage adjustments are made.

7.2 The Federation shall provide the Executive Director with a regularly updated list of Federation officers.

7.3 The Authority and the Federation agree that requests for information, approvals and authorizations shall be handled within a reasonable period of time in relation to the nature of the request.

ARTICLE VIII

FEDERATION DUES

8.1 The Authority shall deduct Federation dues for employees who have joined the Federation and have signed an authorization card.

8.2 All deductions under this Article VIII shall be made on a monthly basis beginning with the employee's first monthly paycheck and shall be transmitted directly to the VSEA by the fifteenth (15th) of the month following the month in which deductions are made. The Federation shall provide the Authority with specific information regarding the dollar amount of dues to be deducted from each member's pay.

8.3 The Federation agrees to hold the Authority harmless for any and all claims stemming from deductions under this Article VIII.

8.4 The Authority shall not be required to collect Federation dues from an employee not receiving sufficient compensation during the applicable pay period to permit the deduction of dues.

8.5 Employees may rescind an authorization for deduction of union dues only during the period July 1 through August 1 of each calendar year.

ARTICLE IX

HEALTH AND SAFETY

9.1 The Authority, Federation and employees each agree to recognize their obligation to adhere to the standards set forth in the federal and state Occupational Safety and Health Act.

9.2 Any alleged violation of this Article IX shall be subject to the grievance procedure of this Agreement as well as the complaint procedure of the OSHA and the VOSHA.

9.3 All protective clothing or safety equipment required by the Authority, OSHA or VOSHA regulations applicable to Authority employees shall be provided at the expense of the Authority. The wearing of protective clothing or safety equipment shall conform to VOSHA standards.

9.4 In the event that an employee is injured while on the job as a result of:

A. assault by a person not employed by the Authority, or

B. an attack by an animal, or

C. exposure to a contagious disease, or

D. a car accident when Authority business requires travel, or

E. acts occurring in or around the dwelling unit of a current or potential recipient of Authority assistance, and

F. the employee is found eligible for temporary total or temporary partial disability ("TTD" or "TPD") benefits under Worker's Compensation, then the employee will be paid the difference between their basic weekly salary, and their TTD or TPD Worker's Compensation benefits. Any work time lost by the employee as a result of events noted herein shall not be charged to their sick leave. In any instance, the determination of the Worker's Compensation Board shall be determinative as to whether an injury is job-related. Payment of monies in addition to TTD or TPD Worker's Compensation benefits under this Section 9.4 will be barred when the employee's negligence was the proximate cause of their injury, the determination of which shall be subject to the grievance provision of this Agreement.

ARTICLE X

HIRING, PROMOTION, DEMOTION AND RECLASSIFICATION

10.1 A. All non-probationary employees shall be given notice and opportunity to apply for each bargaining unit job position the Authority intends to fill for more than six (6) months, unless otherwise agreed to by the Authority and the Federation. A probationary employee may apply for open bargaining unit positions with the approval of the Executive Director or designee. A recruitment announcement shall be provided to all employees at their assigned site location or notified individually via electronic mediums. Upon completion of notification to all staff, the Authority shall be permitted to advertise vacancies. Employees who apply for vacant positions shall be granted an interview provided they meet the essential position requirements and qualifications and have not been subject to a documented disciplinary action within the last six (6) months or in a performance plan.

B. All non-probationary employees shall be given notice and opportunity to apply for each non-bargaining unit position which the Authority posts for open recruitment as a regular position. This shall not be interpreted to alter or amend the Authority's inherent managerial right to decide not to fill a vacant position, or to fill a vacant non-bargaining unit position by internal transfer or promotion, or to require the Authority to post vacant non-bargaining unit positions for open recruitment.

10.2 The Executive Director shall retain complete discretion to fill positions according to their assessment as to the qualifications of applicants. Any such decision shall not be subject to the grievance procedure of this Agreement. If an internal applicant, after being granted an interview, is not selected, the Authority, upon the employee's request, will provide written notification stating the basic reasons for this decision. Such notification shall be provided within thirty (30) days of the decision or thirty (30) days after the position has been filled (whichever is shorter).

10.3 Upon being hired by the Authority, an employee shall be on "initial probationary status" for a period of six (6) months, during which time the employee may be discharged without cause and without recourse to the grievance procedure of this Agreement. The Executive Director may on a case-by-case basis reduce or extend this probationary period as appropriate to the circumstance; however, under no circumstances shall the total "initial probationary status" exceed nine (9) months.

10.4 A promotion shall occur when an employee accepts a new position which has a higher pay grade and different duties/responsibilities than their current position. See 21.3. Employees who are promoted shall be on "promotional probationary status" for a period of three (3) months. During the promotional probationary period, the employee will be evaluated as provided in Article XII, Section 12.3. The Executive Director may on a case-by-case basis reduce this promotional probationary period as appropriate to the circumstance. Extension of the promotional probationary period shall be only upon consensus between the promoted employee, the promoted employee's supervisor, and the Executive Director. Federation representation shall be offered to the promoted employee at the meeting to discuss an extension of promotional probation. The total promotional probationary period shall not exceed six (6) months.

10.5 If, based upon evaluated performance, it is determined at any time during the promotional probationary period that the promoted employee is incapable of performing the duties of the new position in a manner consistent with the position description and in a manner satisfactory to the Authority, the promoted employee shall be returned to their previous position provided it is open and the Authority is actively soliciting applicants for that position. If the employee's previous position no longer exists, or is not then available under the conditions set forth above, the employee shall be terminated subject to being offered re-employment pursuant to Section 10.7 hereof.

10.6 Nothing herein shall be constructed to prevent the Authority from discharging a promoted employee during the promotional probationary period for just cause as provided in Article XIII. A promotional probationary employee who is discharged for cause shall not have re-employment rights as provided in Section 10.7 of this Article. Employees in a promotional probationary period are covered by Article 13, §13.5.

10.7 In the event a promotional probationary employee is terminated for other than cause pursuant to the provisions of Section 10.4, such employee shall be eligible to be offered employment by the Authority for any unit position within the Authority which is open or becomes open within two years (2) of the date of the termination of the employee and which the Authority intends to fill, provided the terminated employee meets the minimum qualifications for the available position and the position is at the same or lower pay grade or classification as the position from which the terminated employee was promoted. The terminated employee accepting the available position shall be compensated at the rate of pay they were receiving prior to being promoted plus any eligible pay increases.

The terminated employee may limit the positions for which they will be available for re-employment by factors which include, but are not limited to, location, pay scale and department, and they may refuse up to two (2) re-employment offers.

The Authority shall give the terminated employee written notice via certified return receipt mail of the availability of the position and the terminated employee shall have ten (10) working days from the date the letter is deposited, postage prepaid, in the United States postal system of the re-employment offer to accept the same in writing. If the re-employment offer is accepted, the terminated employee shall report at the Authority for work within ten (10) working days after accepting the re-employment offer. If the position is refused, the Authority shall have no further obligation to the former employee.

10.8 A demotion shall occur when an employee is changed from one (1) pay grade to a lower pay grade. An employee may be demoted for their failure to satisfactorily perform the duties of their position, or as a result of a reorganization initiated by the Authority based upon efficiency or budgetary reasons or by voluntarily assuming a position in a lower pay grade. Where such demotion is the result of reorganization, the employee shall not suffer a reduction in pay and shall have a notice placed in their personnel file noting that said demotion was not due to unsatisfactory performance. An employee who is demoted based upon an unsatisfactory performance review pursuant to Section 12.2 of this Agreement shall have their salary reduced in an amount not to exceed ten (10) percent; or in the case of an employee who voluntarily assumes a position in a lower pay grade, shall have their salary reduced in an amount not to exceed five (5) percent. Unless otherwise negotiated, if an employee's base salary exceeds the maximum of the lower pay grade following the adjustments specified herein, the employee's

salary will be frozen until such time as the maximum rates increase and the employee's base salary is within the range.

10.9 At the discretion of the Executive Director, a temporary employee hired as a full-time, part-time or limited service employee in a like position to that which they filled on a temporary basis, may be credited with time spent as a temporary employee, for purposes of "initial probationary status".

10.10 A. The Authority shall have the right to establish the criteria for assigning pay grade classifications to unit positions and to apply said criteria to establish the pay grade for each unit position. This shall include the right to modify said criteria and individual pay grade classifications during the life of this Agreement. The exercise of these rights shall not be subject to the grievance/arbitration procedure of this Agreement.

B. An individual employee, the Federation or a Supervisor may request a review of the pay grade classification for a unit position(s) under the following conditions:

(i) The request is submitted in writing;
(ii) The pay grade classification of the position has not been reviewed within the prior twelve (12) months;
(iii) The review request is based upon facts which demonstrate that the position has been changed in terms of duties, responsibilities or qualifications.
(iv) Should it be demonstrated that a position has been substantially changed in terms of duties, responsibilities, or qualifications within a twelve-month period following a review of that position, the Executive Director reserves the right to waive Criteria B.(ii) in order to have the panel re-review the position.

C. Reviews for pay grade classifications for a unit position(s) shall be conducted by a review panel consisting of the position's Supervisor, the Director of Human Resources and Administration and a Federation representative within thirty (30) calendar days of submission. If additional time not to exceed thirty (30) calendar days is needed for the review the employee shall receive written notice from the Human Resource Director. The reclassification shall be submitted to theExecutive Director who shall make the final decision in writing within thirty (30) calendar days of receipt.

D. Any employee who has their pay grade increased as a result of a classification review, shall be eligible for a salary increase pursuant to 21.3 of this Agreement. Any employee who has their pay grade decreased as a result of a classification review, shall have their wage or salary maintained at their present level.

E. If the reclassification results in a pay increase the effective date for the pay increase shall be retroactive to the start of the first pay period following the decision of the Executive Director.

ARTICLE XI

EMPLOYEE PERSONNEL RECORDS

11.1 Each employee shall have only one (1) official personnel file which shall be maintained by the Executive Director or their designee. An employee shall receive a copy of any document placed in their personnel file and shall have the right to submit in writing any response to such document and such written response shall be appended to the document. An employee shall have the opportunity to sign any reprimand, warning, derogatory notes, notices of suspension for disciplinary reasons or notices of performance or behaviors inconsistent with the policies or standards of the Authority prior to such documents becoming part of their official personnel file. Any responses or signatures by employees to any document shall be submitted within 10 working days from receipt of the document; otherwise, such document shall be placed in the employee's personnel file with a note to the effect the employee did not avail himself/herself of the opportunity to sign or comment on such document.

11.2 An employee shall be entitled to have documents of commendation placed in their personnel file, provided said document is unsolicited and noted that it is being included at the employee's request.

11.3 An employee may request in writing that a written reprimand, warning, derogatory note, notice of performance or behavior inconsistent with the policies or standards of the Authority, notice of suspension for disciplinary reasons, or grievance that is more than two (2) years old be removed from their personnel file. The document will be removed if the document is not pertinent or relevant to a pending personnel matter or disciplinary proceeding involving that employee.

11.4 Upon reasonable request, an employee shall be entitled to inspect their personnel file during normal working hours on Authority premises and in the presence of the Executive Director or their designee. A designee of the employee may inspect their personnel file upon written verifiable authorization of the employee.

ARTICLE XII

PERFORMANCE EVALUATIONS

12.1 An employee who is on initial probationary status shall receive a written evaluation of their performance upon completing ninety (90) calendar days and at the completion of the probationary period. Nothing herein shall be interpreted to prevent the Authority from evaluating the performance of an employee at any time during the initial probationary period; and nothing herein shall be interpreted to prevent the Authority from terminating an employee at any time during the initial probationary period.

12.2 Each full-time, part-time and limited service employee who has successfully completed their initial probationary period shall receive a written evaluation of their performance on an annual basis during either the month of July or the month of December depending on department or division needs. Employees will be notified of the schedule for their annual evaluation. The evaluating supervisor will discuss the evaluation with the employee within thirty (30) calendar days of the date the employee receives the evaluation. Where the deadline for receipt of the written evaluation is not satisfied, the employee may assume their performance is satisfactory. Until such time as an employee receives written comments to the contrary, they may assume their performance is satisfactory. Any such comments shall be made within a reasonably prompt period of time in relation to the subject of the comment. Annual performance evaluations shall normally focus on the work done by the employee since the issuance of the last performance evaluation. This shall not prevent a supervisor from documenting or considering ongoing issues of concern noted on a prior evaluation.

12.3 Promoted employees shall receive a written performance evaluation at the end of the promotional probationary period. The employee shall receive a copy of the evaluations for comment and signature and a copy shall be placed in their personnel file. If at any time during the promotional, probationary period the employee's supervisor believes there to be shortcomings in the employee's performance, the employee will be notified in writing within a reasonable amount of time from the determination. After successful completion of the promotional probation period promoted employees shall receive their annual written evaluations based on the schedule outlined in 12.2.

12.4 Performance evaluations shall begin with a meeting between the employee and their supervisor to evaluate performance and establish goals and work plans for the future. The employee shall be given at least one work days' notice prior to meeting with their supervisor to discuss their upcoming performance evaluation. A written summary shall be prepared by the supervisor with opportunity for written comment by the employee which shall be appended to the evaluation. Supervisors, employees and the Executive Director shall have the opportunity to sign the evaluation before it's placement in the employee's personnel file. Any responses or signatures by employees to performance evaluations shall be submitted within 10 working days from receipt of the evaluation; otherwise, such evaluation shall be placed in the employee's personnel file with a note to the effect the employee did not avail himself/herself of the opportunity to sign or comment on the evaluation.

12.5 When a non-probationary employee's performance is considered by management to be unsatisfactory the principle of progressive corrective action shall be followed:

1) Feedback, oral or written, (a copy of the record of feedback is provided to the employee, is not placed in the employee's personnel file, and is not grievable).

2) A written statement of performance deficiency with notice that failure to improve performance may result in an unsatisfactory annual or special evaluation.

3) Written performance evaluation, special or annual with a specified prescriptive period for remediation specified therein, normally two (2) to six (6) months. A prescriptive period of remediation may be extended at the sole discretion of VSHA up to three (3) months. Such evaluation shall encompass the following:
   A. A description of the specific activities indicating a record or pattern of performance deficiencies.
   B. Recommendations to correct noted deficiencies.
   C. Expectations of the supervisor concerning the satisfactory level of performance.
   D. A written performance plan that outlines specific performance expectations, areas requiring improvement, measurable goals, required actions, available support and resources, and a timeline for improvement. The employee and supervisor shall meet at agreed-upon intervals to discuss the employee's progress towards each goal.
   E. The plan shall be signed by both the supervisor and the employee.

4) Warning period of not less than one (1) month or more than three (3) months. At the sole discretion of the Authority, a warning period may be extended up to six (6) months. Placement in warning period may take place during the prescriptive period if performance has not improved since the evaluation.

5) Dismissal.
   Employees shall only be eligible for a written performance plan once during an eighteen (18) month period. An employee shall be placed directly in a warning period as provided in 12.5(4) if their job performance is found to be unsatisfactory more than once in an eighteen (18) month period. Said eighteen (18) month period shall begin from the date of the first unsatisfactory performance review. In the event the employee's job performance continues to be unsatisfactory the employee shall be dismissed.

12.6 This Article XII shall be subject to the grievance procedure of the Agreement only as to the following issues:
   A. The placement in a prescriptive period of remediation.
   B. the inclusion of corrective recommendations in less than satisfactory evaluations, and
   C the execution of the written performance plan referenced in 12.5, and
   D. the placement of an employee in warning status for performance reasons, and
   E. the dismissal of an employee for performance reasons.

12.7 VSHA will solicit employee feedback on supervisory support and effectiveness through an upward feedback process as part of the annual performance evaluation process.

ARTICLE XIII

DISCIPLINE AND DISCHARGE

13.1 The Authority and the Federation jointly recognize the deterrent value of disciplinary action. Accordingly, the Authority shall:

A. act promptly and justly to impose discipline within a reasonable time of the offense;
B. apply discipline with a view toward uniformity, consistency and just cause;
C. impose a procedure of discipline in increasing order of severity as follows:
   i) written reprimand;
   ii) written letter of warning;
   iii) suspension without pay;
   iv) discharge.

The parties agree, however, that there are appropriate cases that may warrant bypassing progressive discipline or applying discipline in differing degrees, so long as appropriate discipline is imposed for just cause.

13.2 Employees who have successfully completed their initial probationary period shall not be dismissed, except for just cause. Whenever an employee is dismissed, written notification shall be provided, in person or by certified mail, to the employee and the Federation within forty-eight (48) hours of verbal notification of dismissal. Said written notice shall include a statement of the reasons for the dismissal and their right to appeal.

13.3 Section 13.2 notwithstanding, when an employee is dismissed for non-disciplinary reasons, they shall receive either two (2) weeks advance notice or two (2) weeks pay in lieu thereof. When an employee is dismissed for disciplinary reasons, the Executive Director shall have the discretion to grant this two (2) week notice or pay in lieu thereof when they deem it appropriate.

13.4 Any other provision of this Article XIII notwithstanding, the following offenses may result in the immediate dismissal of the offending employee without prior notice or pay in lieu of notice:

A. gross neglect of duty,
B. gross misconduct,
C. refusal to obey lawful and reasonable order given by supervisors,
D. conviction of a felony,
E. conduct which places in jeopardy the life or health of a coworker or client.

13.5 A Federation representative, at the request of an employee, may attend any meeting between the employee and the Authority which involves the discipline of said employee, including any investigatory interview which is conducted for the purpose of determining whether the employee or any co-worker should be subject to discipline. If the Authority contemplates imposing discipline, or reasonably believes that discipline may be imposed following the interview of the employee, the Authority will inform the employee prior to the meeting of their right to Federation representation. Either party may make an audio record of the meeting, and

in that event, the party making the recording will promptly provide a duplicate to the other party.

13.6 When the Authority contemplates dismissing an employee, or imposing a disciplinary suspension or demotion with a resulting loss of pay, the employee will be notified in writing of the reason(s), and will be given an opportunity to respond either orally or in writing prior to the time a final decision is made. The employee or representative shall advise the Authority within 24 hours of receipt of the Notice if they desire to provide a written or oral response, and will respond either orally or in writing within four (4) work days of the date of receipt of said Notice. Deadlines may be extended upon mutual agreement.

The purpose of the meeting is to provide the employee with an opportunity to present points of disagreement with the facts relied on by the Authority, to identify supporting witnesses or mitigating circumstances, or to offer other arguments as to why the Authority should not terminate, suspend or demote the employee. Either party may elect to record any oral meeting conducted hereunder, and may introduce the recording/transcript or any written response provided by the employee into evidence at any subsequent step of the grievance process.

13.7 Discharge or discipline of an employee on initial probationary status shall not be subject to the terms of this Article XIII.

13.8 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, for any employee to refuse to cross any primary union picket line. The Parties agree that an employee will not be compensated for time lost from work due to their refusal to cross a primary union picket line.

ARTICLE XIV

GRIEVANCE PROCEDURE

14.1 DEFINITIONS:

A. A "grievance" is a claim that there has been a violation, a misinterpretation or an arbitrary or capricious application of the express terms of this Agreement.

B. For the purposes of this Article XIV, all "days" shall be "working days", i.e., Monday through Friday, excluding weekends and holidays when the administrative offices of the Authority are closed.

14.2 An employee shall have the right to be represented by the Federation at every step of the grievance procedure if they so choose. The Director of Human Resources and Administration or their designee from the Executive Staff, exclusive of the Executive Director may participate in any grievance, in addition to the relevant supervisor(s). Nothing herein shall preclude the Authority from having legal representation at any step of any grievance proceeding.

14.3 Failure by the grievant or their representative to adhere to the procedures of Section 14.4, within the specified time periods, shall terminate the grievance as null and void. Failure of the appropriate Authority representative to render a decision, within the specified time period, shall be construed as a denial of the grievance, and the grievant may then proceed to the next step of the procedure. The time periods and procedures of Section 14.4 may be modified or waived only by mutual written agreement of the Executive Director and the Federation.

14.4 PROCEDURE:

Step 1: The parties acknowledge that it is usually most desirable for an employee and their immediately involved supervisor to resolve problems through open and informal communications. An employee shall, therefore, notify their immediate supervisor of a grievance within fifteen (15) workdays from the date upon which the employee could have reasonably been aware of the occurrence which gave rise to the grievance. The supervisor shall hold a meeting with the grievant within three (3) workdays of said notification. The immediate supervisor shall give their answer to the employee within two (2) workdays following this meeting. The Parties may agree to bypass Step 1 and proceed immediately to Step 2 if the resolution of the grievance is beyond the authority of the immediate supervisor or for other compelling reasons. Such agreement shall be in writing, and the Parties agree that documentation of the agreement may be by email. If the Parties elect to bypass Step 1 the grievance shall be filed at Step 2 within fifteen (15) work days from the date upon which the employee could reasonably have been aware of the occurrence which gave rise to the grievance.

Step 2: If no satisfactory settlement is reached at Step 1, the grievance shall be submitted in writing to the Executive Director within ten (10) work days of the Step 1 decision. Each written grievance shall include a statement of the facts, underlining the grievance, make reference to the specific terms of the Agreement alleged to have been violated and shall state the redress sought.

The Executive Director shall hold a meeting with the grievant within ten (10) work days of receipt of the grievance. The grievant shall present any evidence, testimony, documents, data, facts or figures which they rely upon to support their grievance. The Authority shall likewise present such evidence, testimony, documents, data, facts or figures which it believes to be relevant to the grievance. The Executive Director shall, within five (5) work days following this meeting, give their written decision to the grievant, a copy of which shall be provided to the Federation.

In recognition of the parties commitment to reconcile their differences in the least adversarial manner possible, at the request of either party, the parties shall utilize grievance mediation on any complaint or grievance. The parties agree to utilize the services of the Federal Mediation and Conciliation Service or other professionals with the concurrence of both parties; any costs associated with this process shall be shared equally. If mediation does not produce a resolution, the issue shall continue to the next pending step of the grievance procedure.

Step 3: In the event that a grievance alleging either a violation of Article III, a discharge from employment in violation of Article XIII, a demotion in violation of Article X, or actions taken by the Authority which have had or will have a significantly negative impact on compensation or benefit issues directly related to written provisions of the contract is not resolved in Step 2, the Federation may, within ten (10) work days of the date of the Executive Director's decision, or in the case of mediation, within ten (10) work days of a declaration of impasse in mediation, demand in writing that the grievance be submitted to final and binding arbitration. If the demand for arbitration is not filed within ten (10) workdays, then the grievance will be deemed null and void.

The arbitrator shall be determined by mutual agreement between the Authority and the Federation. Should the parties be unable to agree upon the arbitrator within ten (10) workdays after the date of the demand for arbitration, the grievance will be referred to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) with a request for a list of arbitrators, and the arbitrator shall be selected by the procedure mandated by AAA or MCS, as may be applicable.

14.5 The expenses for the arbitrator's services shall be borne equally by the Authority and the Federation; however, each party shall be responsible for compensating its own representative and witnesses, except that no employee or grievant shall lose compensation for appearing as a witness or by subpoena at any grievance proceeding. Further, the arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement consistent with the statutory and common laws of the State of Vermont. The Arbitrator shall have no power to add or subtract from, alter or modify any of the said provisions. The arbitrator shall be limited to the issues raised by the parties and shall not be empowered to substitute their judgment for the good faith exercise of judgment by the Authority on any matter which under this Agreement or by law is committed to the discretion of the Authority.

14.6 The provisions of this Article XIV notwithstanding, a grievance alleging, in whole or in part, a violation of Article IV, Nondiscrimination, which remains unresolved after the Executive Director's decision, may be appealed to the Authority's Board of Commissioners pursuant to VSHA policies relating to Equal Opportunity and Nondiscrimination (Agency Policy) and/or Anti-Harassment (Administrative Policy XIII). Alternately, an employee may file a complaint or charge with the Civil Rights Division of the Vermont Attorney General's Office and/or the

Equal Employment Opportunity Commission, or may pursue a claim in a court of competent jurisdiction.

14.7 This Agreement contains the ACKNOWLEDGEMENT OF ARBITRATION provision.

ARTICLE XV

WORK WEEK

15.1 The work week for full time staff shall be based on forty (40) working hours, and the normal working day shall extend from 7:45 a.m. to 4:30 p.m. Monday through Friday with a forty-five (45) minute lunch break. Additionally, two (2) fifteen (15) minute breaks shall be granted, the first between the employee's scheduled reporting time and their lunch break and the second after their lunch break and prior to the end of their scheduled workday. Break periods shall not alter the employee's normal workday. There shall be no tacking of break times, except when an employee's supervisor requests that the employee postpone their normal break time.

15.2 Subject to the operating needs of the Authority, the Executive Director may establish alternative work schedules in which starting and quitting times, as well as length of meal breaks for individual employees may vary from preestablished standard work schedules. Alternative work schedules include, but are not limited to, job sharing, four-day work weeks, alternative schedules with core-time and actual flex-time or authorization to work from home. Employees may request alternative work schedules in accordance with 21 V.S.A., Section 309.

15.3 Time spent traveling between an employee's home and work locations shall be considered time actually worked for those employees who normally work out of their homes. Travel between work locations is considered time actually worked. If an employee who is not home-based is allowed to travel to and from home to a job site, the employee will be compensated for mileage and time from the employee's home.

15.4 An employee is obligated to notify the Authority, by contacting their supervisor or supervisor's designee by telephone of any unscheduled absences from work. With permission of the supervisor, an employee may provide notification by e-mail or text message. The supervisor shall acknowledge receipt of the email or text message. If the email or text message is not acknowledged within thirty (30) minutes the employee shall follow up with a phone call to the supervisor or the Director of Human Resources if the supervisor is not available. Such notification, except in the case of an emergency, shall be made within the first hour of the employee's scheduled work day on the day that the employee is absent. Failure to notify the Authority of an unscheduled absence within the first hour shall constitute an unexcused absence and is subject to Article XIII, 13.1.

Except in the case of an emergency or extenuating circumstance, any employee who fails to report to work without notice to the Authority as required herein shall be subject to discipline as provided in Article XIII. Any employee who fails to report to work for three (3) consecutive days without notice to the Authority shall be deemed to have abandoned his or her position and shall be separated.

15.5 An office or site-based employee may be authorized to telework in accordance with established VSHA policies and procedures.

ARTICLE XVI

OVERTIME

16.1 Overtime shall be assigned to volunteers whenever practicable and shall be distributed as equitably as reasonably possible. Upon written request, an employee shall be excluded from consideration for overtime; however, this exclusion may be revoked in the event of extraordinary needs of Management, when all employees are required to work, or by the employee himself/herself.

16.2 When overtime is deemed necessary by the Authority, notice shall be provided to employees as far in advance as is practical and, except in the case of an emergency, such notice shall be provided at least twenty-four (24) hours in advance of the working of overtime.

16.3 Employees who are on leave shall not be required to work overtime, except in the case of an emergency.

16.4 All overtime must be authorized in advance by the Authority, except as follows: In the event that an emergency or other unforeseen circumstances make it impossible for an employee to secure advance authorization, payment for overtime shall not be unreasonably denied. In such circumstances, the employee shall advise their supervisor as soon as reasonably possible of the overtime work and the reasons why prior approval was not obtained. Management shall not change or alter the regular workweek of an employee for the purpose of avoiding the payment of overtime. This shall not be construed to prohibit the approval of a request to flex an employee's work schedule to accomplish job requirements.

16.5 Eligibility for overtime compensation shall be based upon hours actually worked, paid holidays, compensatory time and time spent on annual leave. Sick leave shall not be counted in determining eligibility for overtime compensation.

16.6 Employees determined to be non-exempt under the FLSA shall be compensated at the rate of one and one-half (1-1/2) times their normal hourly rate for all hours actually worked in excess of forty (40) hours per week. Employees determined by the Authority to be exempt under the Fair Labor Standards Act ("FLSA") shall be compensated at their normal hourly rate for all hours actually worked in excess of forty (40) hours per week. The smallest division of an hour to be used in computing overtime shall be fifteen (15) minutes.

16.7 An employee may request compensatory time-off in lieu of cash payment for all overtime. Said request shall be made on a biweekly basis consistent with Authority pay periods. Said request shall be granted based on the operating needs of the Authority. In the event that an employee does not utilize compensatory time-off within one-hundred twenty (120) days, the Authority shall provide cash payment in accordance with Section 16.6 for the compensatory time in the next regularly scheduled pay period. An employee shall not be denied reasonable leave request to use accumulated compensatory time within the time allotted by this Agreement.

ARTICLE XVII

CALL-IN, ON-CALL, AND STANDBY PAY

17.1 Call-In

a. When an employee is called in and required to work at any time other than continuously into their normally scheduled work time, they shall receive compensation at their overtime rate for all hours worked, but not less than three (3) hours of compensation at their applicable overtime rate. When an employee is contacted by beeper or phone, and responds to the situation without reporting to work, the employee shall receive compensation at their overtime rate for all hours worked, but in any case not less than one half (1/2)-hour.

b. An employee may be called in to work by their supervisor, or may self-activate for a call-in if notified of an emergency, or to handle snow removal responsibilities within their job description.

17.2 On-Call

a. 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 shall be compensated at the overtime rate. However, an employee who is merely required to carry a beeper or to leave word at their home or with the supervisor where their may be reached shall not be considered to be on-call.

b. An employee may be placed in on-call status only by written directive (including email) from the Executive Director or their management designee. On-call duty notice shall be provided to employees as far in advance as is practical and, except in the case of an emergency, such notice shall be provided at least twenty-four (24) hours in advance of being placed in on-call status. Except in the case of an emergency, employees on leave shall be exempt from on-call duty.

c. Employees in on-call status may not be under the influence of alcohol or drugs which would impair their judgment or impact their ability to perform the work.

17.3 Standby

a. Standby is defined as a requirement that Property Superintendents and Site Managers, during off-duty hours, be reachable by phone or beeper (management shall provide beepers, where applicable), normally within fifteen (15) minutes of being called, and report for duty where needed within one (1) hour of being reached, or normal commuting time between the employee's home of record and duty station, whichever is greater. Standby status shall apply when authorized by the employee's designated supervisor. Except in the case of an emergency, employees on leave shall be exempt from standby duty. As used in this Section 17.3 the term "employee(s)" shall mean only those persons employed as Property Superintendents or Site Managers.

b. An employee who has not been placed on standby status by their designated supervisor shall not be required to carry a beeper or respond to phone calls, nor shall the employee be required to report to work if reached.

c. At least thirty (30) days prior to be placed on standby, a two (2)-week schedule shall be developed to maintain off-duty coverage as determined by management. The process of developing such schedule shall include:

    1. designation by management of coverage needs;
    2. voluntary sign up for coverage dates, with final decision made by the supervisor regarding coverage in an equitable distribution manner;
    3. assignment of staff to fill in coverage not staffed by volunteers;
    4. coverage will be spread across employees as evenly as possible and all employees shall assume an equitable portion of the coverage for periods when no volunteer is available;
    5. employees may be required to work at Authority housing sites or facilities other than the employee's regular assignment, as needed.

d. Employees in standby status may not be under the influence of alcohol or drugs which would impair their judgment or impact their ability to perform the work.

e. Property Superintendents shall be paid seventy-five dollars ($75.00) per week when they are assigned to be in standby status. Site Managers shall be paid fifty dollars ($50.00) per week when they are assigned to be in standby status.

f. Nothing herein shall be interpreted to prevent the Authority from utilizing contractors (e.g. plumbers, roofers, carpenters, electricians, etc.) to respond at issues at housing sites and facilities.

ARTICLE XVIII

PAID HOLIDAYS AND FLOATING TIME

18.1 The following paid holidays shall be observed by the Authority:

New Year's Day - January 1
Martin Luther King's Birthday, Federal Observance
President's Day - Federal Observance
Memorial Day - Federal Observance
Juneteenth – Federal Observance
Independence Day - July 4
Labor Day - First Monday in September
Columbus Day/Indigenous Peoples' Day - Federal Observance
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Day After Thanksgiving
Christmas Day - December 25

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

18.3 Subject to the operating needs of the Authority, the Executive Director in their sole discretion may declare an administrative leave day throughout the organization for all or part of a workday. Offices and facilities shall close on such a day, except for those operations which must maintain essential services. Time worked on an administrative holiday, at the direction of the Authority, shall be compensated for in the same manner as time worked on a legal holiday and leave granted shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation. An employee shall not normally be required to work on legal or administrative holidays, except as necessary to provide and maintain essential services. Essential services are those necessary to provide for the health and welfare of residents of Authority-managed projects. An administrative leave day granted under this section shall not be considered as a holiday under this Article XVIII; provided, however, leave granted shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation. Subject to the approval of the Supervisor, an employee may work on an administrative holiday at their regular rate of pay in order to take a different day off to be taken within the same pay period.

18.4 An employee who is required to work on a legal holiday shall receive their regular holiday pay plus overtime pay for all hours worked on the holiday at the appropriate rate for their pay scale on an hour-for-hour basis.

18.5 Subject to the approval of the Supervisor, an employee may work on a legal holiday at their regular rate of pay in order to take a different day off to be taken within the same pay period.

18.6 To be eligible for a paid holiday or for leave under Section 18.4, an employee must work their regularly scheduled work day or be on approved paid leave the last scheduled work day before and the first scheduled work day following said holiday.

18.7 Part-time and part-time limited service employees shall receive holiday pay on a pro rata basis.

18.8 Floating Time

Forty (40) hours of paid leave will be granted to employees employed as of January 1, to be used within the calendar year. Employees hired after January 1 will receive a prorated number of hours rounded to the nearest quarter hour, based on forty (40) hours per year, 3.25 hours per month. The proration is effective from the first of the month following hire. Example: Staff hired on May 15 become benefits eligible on June 1; staff receives 22.75 hours as of June 1; this accounts for seven (7) months, June – December. Such hours shall be scheduled in advance with the employee's supervisor. Such leave may be used in increments of one-quarter (1/4) hour or more. Part-time employees receive holiday pay on a pro-rata basis.

ARTICLE XIX

PAID LEAVES OF ABSENCE

As used in this Article the terms "day" and "work day" mean eight (8) hours. Any pro-ration of leave required under this Article shall be determined by reference to a full time eight (8) hour day.

19.1 ANNUAL LEAVE: Each full-time, part-time, and limited service employee shall be entitled to paid "annual leave" for purposes of vacation and personal convenience, as set forth in this Section 19.1. Annual leave must be requested and approved in advance, except in the case of an emergency. Unscheduled annual leave may not be used to cover an employee's tardiness after the fact. With the approval of a supervisor, unscheduled annual leave may be used to cover an employee's early departure from work. The scheduling of annual leave is the exclusive prerogative of the Authority; however, approval of such leave shall not be unreasonably withheld. Annual leave shall be taken in increments of no less than a one quarter (1/4) hour in a work day. When a paid holiday, pursuant to Article XVIII, occurs while an employee is on annual leave, the employee shall receive their holiday pay for that day.

A. Termination of Employment

An employee who resigns their employment with the Authority shall be paid in a lump sum for all unused annual leave which the employee has accumulated. An employee shall be credited with annual leave for their last month of employment, provided they have not been on unpaid leave of absence or absent from work without authorization for more than five (5) days during their final calendar month of employment. An employee who fails to give two (2) weeks notice of resignation shall forfeit the number of unused annual leave days by which their notice is deficient, unless said failure is due to an emergency situation which is beyond the control of the employee.

B. Accrual

Full-time and full-time limited service employees shall accrue annual leave based on completed calendar months of service at the rate set forth in this Section 19.1. Part-time and part-time limited service employees shall accrue annual leave on a pro rata basis. In no event shall annual leave accrue for any calendar month during which an employee is either on unpaid leave of absence or absent from work without authorization for more than five (5) days.

Annual leave shall not be used during the first six (6) months of employment and shall accrue based on the following criteria:

i) A full-time and full-time limited service employee shall be credited with six (6) days upon completion of six (6) months of service;
ii) A full-time and full-time limited service employee with more than six (6) months but fewer than three (3) years of full-time service shall accrue annual leave at the rate of one (1) day per completed calendar month of service, and may accumulate a maximum of 200 hours;
iii) A full-time employee with at least three (3) but fewer than six (6) years of full-time service shall accrue annual leave at the rate of one and one-quarter (1-1/4)

days per calendar month of service, and may accumulate a maximum of 200 hours;

iv) A full-time employee with at least six (6) but fewer than ten (10) years of full-time service shall accrue annual leave at the rate of one and one-half (1-1/2) days per calendar month of service, and may accumulate a maximum of 200 hours;

iv) A full-time employee with ten (10) or more years of full-time service shall accrue annual leave at the rate of one and three-quarter (1-3/4) days per calendar month, and may accumulate a maximum of 200 hours.

Accrued leave is capped at 200 hours per calendar year. Employees will be given a one-time opportunity to cash out their earned leave above 40 hours. Employees will have the option of taking the cash value of the leave or directing some or all of the cash value of the leave into their 457 (b) retirement account.

Effective January 1, 2027 employees must use 50% of their accrued time annually or be subject to forfeiture of the balance of the annual leave the employee is required to use.

The cash value of any hours over the 200 hour annual leave cap will be deposited into the employee's retirement health account (50%) and 401(a) account (50%) at the end of each calendar year.

Years of Service	Monthly Accrual (hours) based on years of service	Annual Accrual (1/1 – 12/31)	50% of Annual Accrual (required use threshold)
6 mos to end of 2 yr	8	96	48
3 yr to end of 6 yrs	10	120	60
7 yrs to end of 9 yrs	12	144	72
10+ years	14	168	84

19.2 SICK LEAVE: Each full-time, part-time and limited service employee shall accrue paid sick leave as set forth in this Section 19.2. Where use of sick leave can be foreseen, as in the case of elective surgery or pregnancy, an employee shall provide advance notice to their supervisor as soon as is practicable. In all other instances, an employee shall notify their supervisor within the first hour of their regularly scheduled workday. The Authority may require an employee to provide a physician's certificate of illness when there exists a reasonable basis to suspect that sick leave is being abused. In addition, when there is reasonable basis to question the validity of said physician's certificate, the Authority may require an examination by an Authority-designated physician, in which case the Authority will pay all costs attendant to said examination.

A. Use

Sick leave may be used for personal illness, medical and dental appointments which cannot be scheduled during non-working hours, absence due to physical disabilities,

including disabilities connected with or resulting from pregnancy, or for emergency periods to attend to the illness of a member of an employee's immediate family, as defined in Section 19.3. An employee may also utilize sick leave for the serious illness of a member of their immediate family in accordance with the provisions of the VTPFLA or FMLA, as applicable. The employee shall provide the supervisor with advance notice of a scheduled medical or dental appointment. Sick leave may be used consistent with Vermont and federal law. An employee who becomes ill during a scheduled paid vacation so as to require hospitalization or bed rest for three (3) or more days (as certified by a physician), shall have such period of hospitalization or bed rest credited to sick leave rather than annual leave.

Sick leave may be used to offset an employee's loss of income while they are receiving Worker's Compensation benefits.

Sick leave shall be taken in increments of no less than one quarter (1/4) hour in a work day. Sick leave may not be used to cover an employee's tardiness or early departure from work absent a qualifying illness or injury.

In the event an employee has no sick leave available, the employee must first utilize any accrued compensatory time, prior to using other accrued time such as personal, floating holiday or annual leave. If the employee has no accrued time of any kind available, the employee may be granted an unpaid leave of absence. An employee who is absent without leave and/or has not been granted an approved leave of absence may be subject to disciplinary action.

B. Accrual

Full-time and full-time limited service employees shall earn sick leave based on completed calendar months of service at the rate set forth in this Section 19.2. Part-time and part-time limited service employees shall accrue sick leave on a pro rata basis. Sick leave shall not accrue for any calendar month during which an employee is either on an unpaid leave of absence or absent from work without authorization for more than five (5) days. Employees shall not accrue sick leave while on layoff.

Sick leave accumulation shall be unlimited; however, such accumulation shall terminate when an employee's employment with the Authority is terminated, unless they are ~~is~~ laid off pursuant to Article XXVIII of this Agreement. The rate of sick leave accrual shall be as follows:

i) A full-time and full-time limited service employee shall be credited with six (6) days as of the first of the month following their date of hire.
ii) A full-time and full-time limited service employee with at least seven (7) months but less than five (5) years of service shall accrue one (1) day per month.
iii) A full-time employee with at least five (5) but fewer than ten (10) years of service shall accrue one and one-quarter (1-1/4) days per month.
iv) A full-time employee with at least ten (10) but fewer than twenty (20) years of full-time service shall accrue one and one-half (1-1/2) days per month.

v) A full-time employee with twenty (20) or more years of service shall accrue one and three-quarter (1-3/4) days per month.

19.3 BEREAVEMENT LEAVE: Each full-time, part-time and limited service employee shall be granted up to five (5) days paid leave per instance for the death of a family member to handle necessary arrangements, attend funeral and/or memorial services and for other appropriate bereavement purposes including but not limited to estate administration. Additional unpaid days for travel and other critical or extenuating purposes may be granted at the sole discretion of the Executive Director or the Director of Human Resources. Part-time and part-time limited service employees shall receive bereavement leave on a pro rata basis. The term "family member" as used in this section shall have the same meaning as that found at 21 V.S.A. §471 (7). The term "domestic partner: as used in this section shall have the same meaning as that found at 21 V.S.A. §471 (2).

Employees who meet the eligibility requirements of the Vermont Parental and Family Leave Act ("VTPFLA"), 21 V.S.A. §470 *et seq.,* are entitled to bereavement leave upon the death of a family member as provided by the statute, and may utilize any form of their accrued leave (i.e., floating, vacation, sick, compensatory) to cover their absence. The VTPFLA allows up to two (2) weeks (ten {10} work days) of bereavement leave per twelve (12) month period. Any bereavement leave taken reduces the leave otherwise available to an eligible employee under the VTPFLA during that twelve (12) month period. Bereavement leave may be used within one year of the death, and may be used for purposes of estate administration.

19.4 COURT/JURY DUTY LEAVE: Upon reasonable request, a full-time, part-time or limited service employee who is summoned to serve on a jury shall receive the difference between their jury duty pay and their regular base wage or salary for the period served.

An employee shall receive their regular rate of compensation when they are required to appear as a witness in court at the direction of the Authority.

19.5 FIRE/RESCUE DUTY LEAVE: Subject to the operating needs of the Authority and upon proper notice to the Executive Director of their membership in a municipal fire or rescue team, a full-time, part-time or limited service employee shall be paid for the time spent answering an emergency call during working hours, provided said call is within the municipality of their work place. Additionally, such an employee shall be paid when they arrive to work late as a result of responding to an emergency call in their own community regardless of its location.

19.6 CIVIC DUTY LEAVE: A full-time, part-time or limited service employee who holds an elected position in their community may be granted, subject to the operating needs of the Authority, three (3) days of paid leave per year to attend meetings stemming from their elected position which cannot otherwise be scheduled during non-working hours. Part-time and part-time limited service employees shall receive civic duty leave on a pro rata basis.

19.7 TRAINING LEAVE: A full-time employee may be granted up to eighty (80) hours paid leave per year to take job-related courses with the approval of the Executive Director.

19.8 PAID MILITARY LEAVE: A full-time and full-time limited service employee shall receive the difference between their military pay and their regular base wages or salary for up to two (2) weeks each fiscal year for time spent in attendance at annual training for the Reserve or

National Guard and shall further be entitled to take either annual leave or unpaid leave should such training exceed two (2) weeks in any calendar year. Part-time and part-time limited service employees shall be granted such paid military training leave on a pro rata basis. Employees shall receive the difference between their military pay and their base wages or salary for the two week period, less required federal and state withholding.

Employees who are ordered into full-time active duty as members of the National Guard or other branches of the United States Military shall receive the difference between their military pay and their regular take home pay for a period not to exceed three (3) months. In the event such employee and their dependents are participants in one of the Authority sponsored health and/or dental plans at the time the employee is activated for duty, the dependents may continue participation in the plan(s), subject to the normal employer/employee contribution rates for a period not to exceed six (6) months. Thereafter, the employee's dependents may continue in the plan(s) under COBRA provisions.

An employee applying for leave under this section shall provide the Director of Human Resources with a copy of their order of deployment. An employee applying for the pay differential shall provide the Director or Human Resources with documentation of their military pay.

19.9 SICK BANK: The Authority shall maintain a Sick Bank for all bargaining unit employees in accordance with Administrative Policy XIV. The Parties agree that up to forty-five (45) days (360 hours) of donated leave remaining in the bank at the end of the fiscal year shall roll over to the next fiscal year. VSHA will amend Administrative Policy XIV to reflect the following negotiated changes to eligibility and usage of leave from the sick bank:

A) All employees are eligible to participate in the sick bank (eliminates 1 year eligibility requirement under FMLA/VPFLA); and

B) Leave usage will be expanded to include parental leave for pregnancy/adoption in accordance with the standards set forth in the FMLA/VPFLA; and
C) Family medical leave for the "serious illness" of the employee as that term is defined by the FMLA/VPFLA will remain unchanged; and

D) Employees will be eligible for up to ten (10) days of leave from the sick bank upon exhaustion of their own personal accrued leave balances (i.e., vacation leave, sick leave, compensatory leave)

E) Leave from the sick bank will only be granted for events qualifying under the FMLA/VPFLA.

19.10 Volunteer Service Leave: Subject to the operating needs of the Authority, the Authority may approve an employee's request for paid volunteer service leave of up to eight (8) hours of paid leave per fiscal year to perform volunteer service that is offered by the Authority. Employees will be notified of VSHA sanctioned opportunities to perform volunteer service leave.

19.11 Blood Donation Leave: Subject to the operating needs of the Authority, the Authority shall allow employees covered by this agreement to utilize their accrued sick or other forms of

accrued paid leave for the purpose of donating their blood to any American Red Cross sponsored blood drive within thirty (30) minutes driving distance.

19.12 Emergency Disaster Leave: Employees covered by this agreement shall be granted up to twenty-four (24) hours of paid leave if the employee has suffered a substantial, adverse impact resulting from a natural disaster or other catastrophic event. The Authority's decision shall be final and may not be grieved.

ARTICLE XX

UNPAID LEAVES OF ABSENCE

20.1 FAMILY, PARENTAL AND MEDICAL LEAVE: The Authority shall grant unpaid leave to an employee as required by federal and state law under the requirements of the Federal Family and Medical Leave Act and the Vermont Parental and Family Leave Law as outlined in Authority policy. In the event this Agreement provides greater benefits, the greater benefits shall prevail provided such benefits do not violate state or federal laws. In those cases where an employee qualifies for leave benefits under both this contract and the state or federal statutes, those benefits will run contemporaneously and will not be "piggy-backed" or "pyramided."

No combination of paid and unpaid leaves shall extend the statutory family, parental and/or medical leave beyond twelve (12) weeks. Notwithstanding the foregoing, even if statutory family, parent and/or medical leave is exhausted, other paid and/or unpaid leave provisions of this Agreement may be applicable and may provide for additional leave consistent with these provisions.

20.2 WORKERS COMPENSATION: When an employee is awarded compensation under the provisions of the Worker's Compensation Act, they may be granted sick leave, or annual leave when sick leave credits are exhausted, to the extent that such leave is necessary to make up the difference between their compensation benefits and their regular weekly pay.

20.3 MILITARY LEAVE: The Authority shall grant an unpaid leave and such re-employment rights as required by federal and state law to an employee who enters active duty with any branch of the armed forces of the United States. An employee applying for leave under this section shall provide the Director of Human Resources with a copy of their order of deployment.

20.4 GOOD CAUSE LEAVE: An unpaid leave of absence may be granted to an employee at the discretion of the Executive Director. Such leave may be granted for, but not limited to, the following purposes: education, political activity, and assignments in accordance with the Federal Intergovernmental Personnel Act.

20.5 LEAVE TERMS: The duration of an unpaid leave under this Article XX shall be at the discretion of the Executive Director unless otherwise provided for under state and federal laws. Unless otherwise required by applicable law, time spent on an unpaid leave under this Article XX shall not be counted for purposes of accruing seniority, annual leave or sick leave credit, but shall be counted as time employed for the purposes of leave accrual rates. Except in the case of an emergency, all unpaid leave must be requested in writing and approved in advance. Time on unpaid leave counts towards vesting in the pension plan provided the employee does not experience a break in service.

An employee who has been granted an unpaid leave under this Article XX, Section 20.1, may continue coverage under the various insurance plans of this Agreement, pursuant to the requirements of state and federal law as outlined in Authority policy.

An employee who has been granted an unpaid leave under this Article XX, Sections 20.3 and 20.4, may elect to continue coverage under the various insurance plans of this Agreement, if allowable under the terms of the insurance policy in question provided the employee assumes the full cost of the total plan premium and forwards complete payment of said premium to the Authority prior to the date payment must be forwarded to the insurance company.

20.6 SHORT-TERM FAMILY LEAVE: 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.

At the employee's option the employee may use their personal accrued leave to cover their absence under this section. No combination of paid and unpaid leaves shall extend the statutory Family/Medical Leave beyond twelve (12) weeks.

20.7 ALLEGED CRIME VICTIMS; RELIEF FROM STALKING OR ABUSE

a) An employee who is alleged in an affidavit filed by a law enforcement official with a prosecuting attorney of competent state or federal jurisdiction to have sustained physical, emotional, or financial injury or death as a direct result of the commission or attempted commission of a crime or act of delinquency shall be entitled to take unpaid leave from employment for the purpose of attending a deposition or court proceeding related to:
   1. A criminal proceeding, when the employee is an alleged victim and the employee has a right or obligation to appear at the proceeding;
   2. A relief from abuse hearing pursuant to 15 V.S.A. § 1103, when the employee seeks the order as plaintiff;
   3. A hearing concerning an order against stalking or sexual assault pursuant to 12 V.S.A. § 5133, when the employee seeks the order as plaintiff; or
   4. A relief from abuse, neglect, or exploitation hearing pursuant to 33 V.S.A. Chapter 69, when the employee is the plaintiff
b) An alleged victim also includes an employee's family member if the person:
   1. Is a minor;
   2. Has been found to be incompetent;
   3. Is alleged to have suffered physical or emotional injury as a result of the violent crime or act of delinquency; or
   4. Was killed as a result of the alleged crime or act of delinquency.
c) As used in this subdivision 9(b):
   1. "Family member" means an individual who is not identified in the affidavit as the defendant and is the alleged victim's:
      i. Child, foster child, or stepchild;
      ii. Ward who lives with the alleged victim;
      iii. Spouse, domestic partner, or civil union partner;
      iv. Sibling;

v. Grandparent;
vi. Grandchild;
vii. Parent or a parent of the alleged victim's spouse domestic partner, or civil union partner;
viii. Legal guardian; or
ix. An individual for whom the alleged victim stands in loco parentis or who stood in loco parentis for the alleged victim when the alleged victim was a child.

At the employee's option, the employee may use their personal accrued leave to cover their absence under this section. No combination of paid and unpaid leaves shall extend the statutory Family/Medical Leave beyond twelve (12) weeks.

ARTICLE XXI

SALARIES AND WAGES

21.1 Employees shall be compensated according to the salary and wage schedule in Schedule A, attached hereto.

21.2 In addition to the salaries and wages set forth in Section 21.1, an employee may receive a special compensation adjustment upon recommendation of the management supervisor and approval of the Executive Director. Such adjustment may be in the form of a nonrecurring bonus, or in the case of an employee not at the maximum of their pay scale, an increase in the base pay, or the employee may be granted additional personal time. Any action taken under this Section 21.2 shall not be subject to the grievance procedure of this Agreement.

21.3 An employee, not serving an initial probationary period, who is promoted pursuant to Section 10.4 or has their pay grade increased, shall have their pay rate increased by not less than five percent (5%), or to the minimum starting wage rate of the new position, whichever is higher.

In any such case, no increase will be granted upon completion of the promotional probationary period.

21.4 Salaries shall be computed by hourly rates rounded to the nearest cent.

21.5 No provision of this Article XXI shall limit the discretion of the Executive Director to approve the hiring of a new employee above the minimum wage or salary rate of their pay scale.

21.6 Employees shall be paid on a biweekly basis via direct deposit with deposits made by the first Thursday following the end of each biweekly period.

Employees shall execute appropriate authorization for direct deposit.

A waiver of direct deposit shall be authorized in the following circumstances:

a. A request for waiver must be submitted to the Executive Director within 30 calendar days of hire, or the date when directed to request direct deposit as applicable;

b. A waiver request due to difficulties in establishing an account must include written confirmation from at least two banks or credit unions declining to open either a checking or savings account. Such written documentation must be dated within 30 calendar days of the date of the request for a waiver.

c. A waiver request due to documented religious aversion to technology and its uses must include written confirmation that the employee has a bona fide religious belief and that compliance with the direct deposit is contrary to his or her religious belief. The documentation must include a copy of any writings that indicate an objection to the use of technology that would prevent compliance with this policy. If the claim of conflict is based upon the laws or tenets of a religious organization, the documentation must include information which would allow a representative of the Authority to contact a representative

of the religious organization in order to verify the validity and sincerity of the employee's religious belief.

d. An employee may apply for a waiver while employed and already receiving pay by direct deposit if a basis for a waiver identified above arises.

e. A personal aversion to dealing with banks, mistrust of financial institutions, or concerns about the security of the payroll system and/or communication between payroll and financial institutions are examples of reasons that will not be accepted as a valid basis for a waiver of this requirement.

ARTICLE XXII

ALTERNATE PAY RATE

22.1 An employee may be required to temporarily assume higher level duties, or take over the job of an employee who has a higher pay grade than their own on a temporary basis. A temporary assignment may be for a period of up to six (6) months, unless a longer period is agreed to by the Authority and the Federation. An employee who does so shall receive the "alternate pay rate" provided:

A. The performance of said higher level work is authorized by the Executive Director or their designee;

B. The employee performs a majority of the essential duties as outlined in the higher level job description for an entire eight (8) hour work shift.

22.2 The alternate pay rate shall equal one hundred eight percent (108%) of the employee's normal base rate or the minimum of the pay scale for the higher level position, whichever is greater. In no event, however, shall the alternate pay rate be greater than the end of probation of the pay scale for the higher level position.

22.3 The overtime status of an employee shall not change when they receive the alternate pay rate.

ARTICLE XXIII

INSURANCE

23.1 Employees shall select single, two-person, parent and children, or family coverage under the Blue Cross Blue Shield of Vermont (BCBS) Gold CDHP Plan unless the employee provides the Authority with proof of health insurance coverage for the employee from another source. The Authority will contribute an amount of money equal to eighty percent (80%) of the premium and related administrative costs for the Blue Cross Blue Shield of Vermont (BCBS) Gold CDHP Plan and the employee will contribute the remaining twenty percent (20%) of the premium cost. Employee premium payments will be made by payroll deduction on a pre-tax basis through a Flexible Spending Account (FSA) or Section 125 Plan. Employees shall execute appropriate forms to effectuate the pre-tax payroll deduction from their compensation. Employees shall be eligible for participation effective the first of the month following date of hire.

The Authority will establish and maintain Health Reimbursement Accounts (HRA) for employees who elect coverage under the BCBS Gold CDHP Plan. The Authority will fund the HRA to the following level: eighty percent (80%) of the deductible amount applicable to the coverage selected by the employee, and the employee shall be responsible for the remainder. The Parties further agree that the employee share of the required deductible amount shall not exceed $650 (single plan) or $1,300 (dependent plan) effective January 1, 2027 and shall not exceed $680 (single plan) and $1,360 (dependent plan) effective January 1, 2028 regardless of any increase to the deductible amounts. Funds in the HRA will be applied to pay for covered medical and prescription benefits that are subject to the annual deductible required under the Plan. Unspent funds will not rollover or accumulate from year to year but will revert to the Authority. Employees will be responsible for payment of covered medical and prescription benefits that are subject to the annual deductible only after the employer contributed funds in the HRA are exhausted. Employees may elect to pay their share of deductibles and other eligible health care expenses on a pre-tax basis through a FSA.

The Authority's contribution toward premium costs will be pro-rated for part time employees who are eligible to join the group health insurance plan. The Authority's contribution toward HRA funding will be pro-rated for employees who become Plan participants after January 31 of any plan year.

The Authority will continue to provide the VSEA Federation Union Representative with non-confidential information received from the group health insurance provider pertaining to premium rate increases or other changes to the structure of the group health insurance plan in a timely manner.

Full-time employees who provide VSHA with proof of health insurance coverage from a source other than VSHA will be provided an annual buyout amount of $750.00 payable over 24 pay periods. Any part-time employee receiving the cash buyout as of September 30, 2026 will continue to be eligible for the payment. This provision will sunset and be of no further effect in the event the current group health insurance program is superseded or replaced by a publicly funded health coverage program requiring participation by VSHA and/or its employees. The buyout amount will be pro-rated for employees who become Plan participants after January 31 of any plan year.

23.2 Unless otherwise agreed in writing, neither party shall be permitted or required to re-open any terms of Article XXIII of this Agreement, with the following exceptions:

A. Either party can re-open the Agreement for successor contract negotiations pursuant to Article XXXV.

B. Either party can re-open the Agreement if the Authority and/or its employees are required by federal or state law to participate in group health plans offered through Vermont Health Connect or a successor organization offering health insurance plans pursuant to the Affordable Care Act.

C. Either party can re-open the Agreement if either the State of Vermont or the federal government implements a public funding mechanism for health insurance that mandates participation by the Board or its employees, including, but not limited to a payroll tax on employers and/or employees.

If either party exercises the option to re-open the Agreement pursuant to subsections (b) or (c), above, the scope of the negotiations shall be limited to health insurance benefits, including alternative health insurance coverage, the cost of alternative coverage for the Authority and the employees, and the impact of any change in coverage on the Authority's budget and employee wages.

23.3 For each full-time and full-time limited service employee, the Authority shall pay one hundred percent (100%) of the premium cost for the Northeast Delta Dental or another plan of comparable coverage for the plan selected (single, two person or family coverage).

23.4 In the event that an employee is exposed, or is likely to be exposed, to a contagious disease in the performance of their duties, the Authority shall pay for all necessary medical examinations and inoculations to the extent that those services and procedures are not covered, or are only partially covered, by the employee's health insurance plan, a publicly funded health coverage program, or workers compensation plan, whichever is applicable.

23.5 For each part-time and part-time limited service employee, the Authority shall pay a pro rata portion of the health and dental premium costs paid by the Authority for a full-time employee, provided they satisfy the eligibility requirements of the insurance policy in question. The employee shall pay the remaining premium cost for the coverage selected.

23.6 During the life of this Agreement, the Authority may develop and implement flexible spending accounts for health care expenses and dependent care pursuant to Section 125 of the Internal Revenue Code. Participants in the Plan will pay one-hundred percent (100%) of the monthly administrative fee assessed by the Plan Administrator, except that the Authority will pay one-hundred percent (100%) of the administrative fee assessed during any month in which there are more than twenty-five (25) combined participants in the Plan. Effective January 1, 2027 the current $2,000 cap on employee contributions to their flexible spending accounts will be eliminated and employees may contribute to the maximum amount permitted by law.

ARTICLE XXIV

PENSION PLAN/LIFE INSURANCE PLAN

24.1 The Authority shall provide a non-contributory pension plan for all full-time and part-time employees. Employees shall be eligible for the pension plan upon completion of a twelve-month waiting period and shall be credited with vesting time from date of hire. Limited service employees shall not be eligible for the pension plan.

24.2 The Authority shall provide non-contributory life and accidental death and dismemberment insurance at least equal to one and one-half (1-1/2) times the employee's base annual salary or wages. Employees shall be eligible for coverage under the life and accidental death and dismemberment insurance plan upon completion of a twelve-month waiting period. Insurance coverages provided by the Authority shall be reduced to 65% at age 65 and 50% at age 70. Limited service employees shall not be eligible for the life and accidental death and dismemberment insurance.

24.3 Employer Contributions to Employee Pension, Life Insurance and Accidental Death and Dismemberment Plans:

October 1, 2026 through December 30, 2026:
Employees Hired on or Before October 1, 2021: The Authority shall contribute toward the cost of the plans (pension, life and accidental death and dismemberment insurance) an amount equal to twelve percent (12%) of the employee's annual wages or salary.

Employees Hired After October 1, 2021: The Authority shall contribute toward the cost of the plans (pension, life and accidental death and dismemberment insurance) an amount equal to eleven percent (11%) of the employee's annual wages or salary.

Effective January 1, 2027
The Authority shall contribute toward the cost of the plans (pension, life and accidental death and dismemberment insurance) an annual amount equal to ten percent (10%) of the employee's annual wages or salary.

ARTICLE XXV

EXPENSE REIMBURSEMENT

25.1 In the event that Authority business requires an employee to travel, actual expenses reasonably incurred shall be reimbursed to the employee for travel, lodging, postage, parking, tolls, communications, mileage and meals (as set forth in Section 25.2 and 25.3). Travel between the employee's residence and assigned workstation will not be reimbursed. In the event an employee's workstation is changed, at the discretion of the Authority, and said change increases the employee's normal commute by more than thirty (30) miles, the employee will be reimbursed the increased commuting distance for a period not to exceed three months.

25.2 Meals reimbursement will only be provided when travelling out of state, or when in-state, attending conferences, seminars or workshops at a non-VSHA facility or assigned work station. The maximum reimbursement for meals, including gratuity, shall be the GSA rate for the applicable location.

The Parties understand and agree that alcoholic beverages are not reimbursable. Under appropriate circumstances and at the sole discretion of the Executive Director or their designee reimbursement for meals taken within the State of Vermont may be allowed and/or the maximum reimbursement levels established herein may be waived.

25.3 The mileage reimbursement rate for all employees shall be the Internal Revenue Service (IRS) rate; however, notwithstanding the foregoing, the mileage rate shall not be less than thirty-one cents ($.31) per mile.

As a condition of employment, each employee who uses their personal vehicle while conducting Authority business shall maintain a minimum of one hundred thousand dollars ($100,000.00) per occurrence, three hundred thousand dollars ($300,000.00) aggregate of liability coverage for such vehicle and shall provide a certificate of such coverage annually to the Executive Director or their designee. In no event shall the Authority reimburse an employee for damage to their personal vehicle resulting from collision, fire, lightning or any other cause except as provided in this Section 23.6. In the event that an employee's vehicle is vandalized or stolen while they are on Authority business, the Authority shall pay either the amount of loss or the amount of the insurance policy deductible, whichever is less, provided the employee submits a copy of the police investigation report.

Additionally, employees whose position requires regular driving may be required to participate in a defensive driving training course or similar courses as determined by the Authority. The Authority will pay the costs associated with any such required training. In the event such training places the employee in an overtime situation in accordance with Article 16, the Authority will compensate employees at their applicable overtime rate. Employees shall suffer no discipline for failure to pass any exams given during the course of such training.

Employees receiving mileage reimbursement are required to immediately notify their supervisor in the event their driver's license is suspended, revoked or otherwise conditioned or discontinued.

An employee required to maintain a valid driver's license who loses their ability to drive for a limited period of time, may apply to the Executive Director for a waiver. Nothing herein will be construed to prohibit the Executive Director from granting a waiver as a reasonable accommodation to a qualified individual with a disability pursuant to state or federal laws. When a waiver is granted, an employee may be required to provide alternate independent legal means of transportation acceptable to the Authority.

25.4 A. Employees who are office or property based and whose position requires them to regularly travel and who have requested and been authorized by the Executive Director to use their personal cell phones for Authority purposes shall receive a monthly stipend of $30.00.

B. Employees who, by virtue of their job descriptions, are required to maintain a home office as a regular condition of their employment, shall receive a monthly stipend of one hundred dollars ($100.00) to offset the cost of personal cell phones, data plans and any other miscellaneous offices expenses incurred in the performance of Authority business. Employees receiving a stipend shall submit documentation required by the Authority and by law and shall immediately notify their supervisor, in writing, with regard to any change in either their work location or the location of their home office. No stipend shall exceed the amount allowed by law.

C. Employees who have been approved to work from home or to telework under the Authority's telework guidelines are not eligible for either of the stipends set forth in sub-section A and B herein.

D. Staff who have been approved to work from home or to telework under the Authority's telework guidelines are not eligible for mileage reimbursement when required to report to the main office. This shall not apply to employees who are required to maintain a home office as per the job description for their position.

25.5 Reimbursement of expenses and stipends as set forth in this Article XXV shall be provided pursuant to reasonable rules as adopted by the Authority, provided such rules do not violate any term or condition of this Agreement. Reimbursement for expenses not listed in this Article XXV may be granted at the discretion of the Executive Director.

ARTICLE XXVI

TRAINING AND CONFERENCES

26.1 In-service training shall be made available to employees where it has been established by the employee's management supervisor and the Executive Director that said in-service training is necessary for the efficient operation of the Authority.

26.2 Where it is determined by the employee's management supervisor or the Executive Director that the employee's ability to perform the duties required by their position will be enhanced, or that the Authority will benefit from their attendance at a particular conference, the Executive Director may authorize attendance. The Authority shall pay all reasonable costs and expenses necessary for employee attendance pursuant to the terms set forth in Article XXV.

26.3 The Authority shall post notices of training conferences/seminars which it deems relevant to the duties of employees. Employees may request authorization to attend conferences/seminars pursuant to the terms of this Article XXVI.

ARTICLE XXVII

EQUIPMENT, TOOLS AND PERSONAL ARTICLES

27.1 The Authority shall reimburse maintenance staff employees for the cost of repairing or replacing those personal tools which the employee is required by the Authority to provide as a condition of employment in accordance with the provisions of Section 27.3 herein.

27.2 An employee shall be informed when hired, and from time- to-time thereafter, of the specific tools which the Authority requires the employee to provide as a condition of their employment. Such notification shall be in writing and shall comprise the complete list of personal tools so required by the Authority. In the event that a maintenance employee is required to perform special duties not required of all maintenance employees, the Authority shall supply all special equipment, clothing, tools or devices necessary to perform such duties.

27.3 Employees may be required to provide periodic inventories of all tools and equipment assigned to them. VSHA shall repair or replace necessary tools and equipment as needed, provided such repair or replacement is based on normal wear and tear or circumstances beyond the employee's control, and not the result of irresponsibility or intentional misuse by the employee. When a tool owned by an employee is lost or damaged due to the employee's own negligence or intentional misuse the employee shall not be reimbursed by the Authority.

27.4 The Authority shall provide for the replacement or repair of personal articles used by employees where said article has been damaged or broken due to malfunction of Authority equipment or facilities.

27.5 Employees who are required to wear protective footwear as a condition of employment shall comply with OSHA Standards for Personal Protective Equipment (PPE) (Section 29 CFR 1910.136). Following submission of appropriate receipts, reimbursement will be provided for the purchase of one (1) pair of protective footwear during each year of this Agreement, not to exceed two hundred dollars ($200.00) annually.

ARTICLE XXVIII

LAYOFF PROCEDURE

28.1 It shall be the exclusive prerogative of the Authority to determine that a layoff of employees is necessary, the timing of such layoff and the positions to be effected by such layoff. Nothing in this Agreement shall be construed to imply otherwise.

A layoff may occur due to a lack of work, lack of funding or otherwise pursuant to management rights.

28.2 For the purposes of this Article XXVIII, seniority shall be based upon the number of days of continuous service with the Authority. Seniority shall accrue during time spent on a paid leave of absence and a period of layoff as set forth in Section 28.11. Any time spent on paid or unpaid leaves of absence and layoff shall not constitute a break in an employee's continuous years of service. Seniority shall not accrue during time spent on unpaid leaves of absence.

28.3 Only full-time, part-time and promotional probationary employees shall have seniority rights under this Article XXVIII. Part-time employees shall accrue seniority on a pro rata basis.

28.4 Employees who are initial probationary, temporary and "limited service" shall have no rights under this Article XXVIII, unless otherwise specifically provided.

28.5 A limited service employee is an employee who has completed their initial probationary period and is occupying a position for a specified period not to exceed two (2) years. An employee who has been on limited service status for more than two consecutive years shall become a full-time or part-time employee, and the time spent by the employee in limited service status shall be counted in computing their seniority under this Article XXVIII.

28.6 A. At least thirty-five (35) calendar days before the effective date of any reduction in force and five (5) calendar days before any employee is officially notified of a layoff, the Federation Chair and the VSEA Executive Director will be provided with a list of affected classes and of employees selected for layoff, and given the opportunity to discuss alternatives.

B. An employee shall be notified in writing that they are to be laid off at least thirty (30) calendar days prior to the effective date of the layoff or they shall receive four (4) weeks pay in lieu of said notice.

28.7 In the event of a layoff, employees who have seniority rights under Section 28.3 shall be laid off in reverse order of seniority within the job position and classification affected by the reduction, except that employees who have received and are currently working under an unsatisfactory performance evaluation may be laid off first regardless of seniority status. Such employees shall be entitled to occupy any unit position at the same or lower pay grade within the Authority, provided they meet the minimum qualifications of the position and the position:

A. is open and the Authority intends to fill it, or
B. is occupied by an employee listed in Section 28.4, or
C. is occupied by a promotional probationary employee, or

D. is occupied by a full-time employee with less seniority than the displacing employee; and

E. the displacing employee notifies the Executive Director of their desire to occupy such position within five (5) working days after receiving the notice of layoff.

28.8 A laid off employee shall be paid a lump sum for all annual leave and compensatory time earned as of the date of their layoff, except that an employee may elect to retain their earned annual leave for a period of four (4) months following such layoff. Such retained leave shall be reinstated should the employee become re-employed by the Authority during said four (4) month period.

28.9 An employee shall not be compensated for earned sick leave upon layoff but such leave shall be reinstated should the employee be re-employed pursuant to Section 28.11. All such earned benefits shall be forfeited upon the expiration of Section 28.11 re-employment rights, except as set forth in Section 28.10.

28.10 An employee who is on sick leave at the time of layoff and who is totally and permanently disabled and is ineligible for disability retirement benefits shall retain one-half (1/2) of their sick leave credits to a maximum of one hundred twenty (120) days for non-job related disability or one hundred percent (100%) of accumulated sick leave for job-related disability and shall suffer no loss of benefits until such time as earned sick leave is exhausted. No provision of this Section 28.10 shall alter the effective layoff date of a disabled employee.

Other provisions of this Section 28.10 notwithstanding, should the layoff be prompted by a lack of funds, a disabled employee will not be entitled to their sick leave benefits after the date of layoff; however, the Authority shall petition for the funds necessary to pay such sick leave.

28.11 Employees who have seniority rights under Section 28.3 shall retain the right to be recalled in reverse order of layoff to any position filled by the Authority for a period of two (2) years provided:

A. the employee meets the minimum qualifications for the position, and

B. the position is at the same or lower pay grade as the position from which the employee was laid off; however, an employee shall have recall rights to the position from which they were laid off should the pay grade of said position be increased.

The recall right shall terminate sooner should the employee fail to either accept a recall offer, pursuant to the conditions of Section 28.12, within five (5) working days of receipt of the offer or report for duty within ten (10) working days thereafter. Acceptance of a temporary, limited service or part-time position with the Authority shall not alter these recall rights.

28.12 An employee may limit the positions for which they will be available for recall by factors which include, but are not limited to, location, pay scale and department and they may refuse up to two (2) recall offers.

28.13 An employee recalled from layoff pursuant to Section 28.11 shall be paid at the same salary/wage they were receiving at the time of layoff, provided this salary/wage does not exceed the maximum of the pay scale of the position the employee is recalled to fill. If the

employee's prior salary/wage rate exceeds the maximum for the pay scale in the new position the employee's wage rate/salary shall be reduced to the maximum rate.

28.14 Disability, Separation and Recall: An employee with a disability or a disabling sickness or other condition who can no longer perform one or more of the essential functions of their job, with or without reasonable accommodation, may be assigned a reduced work schedule, transferred into a part time position, or separated from their position; an employee in these circumstances shall continue to be eligible to utilize their accrued paid leave to the extent provided in this agreement to cover their absence from work. An employee who is unable to work due to illness or injury for a period in excess of thirty (30) calendar days, or through the end of the employee's statutory family or parental leave under federal or state statute (whichever is longer), shall not accrue additional paid leave while the absence continues. However, a disabled employee who is assigned to a reduced work schedule or a part time position to accommodate their illness or disability shall be eligible to accrue additional paid leave on a pro-rated basis based on hours actually worked, consistent with the employee's regular reduced work schedule or part-time position. Prior to separation, the employee will be considered for any vacant position of an equal or lower pay grade in the bargaining unit which is under recruitment, and will be placed in that position, provided that the employee meets minimum qualifications and is capable of performing the essential functions of the position, with or without reasonable accommodation. In the event an employee is separated pursuant to this section, and the employee has seniority rights pursuant to Section 28.3 of the Agreement, the employee shall have recall rights and obligations as set forth in Sections 28.11, 28.12 and 28.13 of the Agreement, subject to the additional qualification that the employee be capable of performing the essential functions of any position to which they may be recalled, with or without reasonable accommodation.

ARTICLE XXIX

CONTINGENCY RENEGOTIATIONS

29.1 Should Authority funding, either as allocated by HUD or as appropriated by Congress, be insufficient to allow for the full implementation of the terms of this Agreement, the parties agree to reopen the contract and to negotiate as required by law. The Authority shall retain the right to implement any decisions within its legal authority to address the loss of funding, including, but not limited to the Authority's right to implement reductions in force in accordance with Article XXVIII.

ARTICLE XXX

SEVERABILITY AND SAVINGS CLAUSE

30.1 If any provision of this Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

30.2 The Federation and Authority shall meet not later than ten (10) work days after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE XXXI

COMPLETE AGREEMENT

31.1 This Agreement constitutes the entire agreement between the Authority and the Federation, arrived at as a result of collective bargaining negotiations, except such amendments as shall have been reduced to writing and signed by the parties.

31.2 During negotiations which resulted in this Agreement, the Authority and the Federation considered all matters which are lawfully subject to collective bargaining. Therefore, the Authority and the Federation, during the life of this Agreement, each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XXXII

EMERGENCY CLOSING OF AUTHORITY FACILITIES

32.1 The Executive Director or their designee shall have the sole discretion over decisions to close any or all Authority facilities or provide reasonable accommodations for personnel with medical or other personal issues including but not limited to the ability to leave work for reasonable periods of time, due to emergency conditions which include, but are not limited to, adverse weather conditions, "acts of God" and equipment breakdown. In such instances, employees who are authorized to leave work early or for periods of time shall suffer no loss of pay or benefits but may be required to work from home. Employees shall report any unsafe conditions to the Executive Director as soon as possible.

32.2 An employee who is required to remain at work in a facility or property location which has been closed pursuant to this Article XXXII shall receive, in addition to their regular pay for the time worked, hourly pay at straight time rates for the hours so worked or compensatory time off at straight time rates at the employee's option.

32.3 An employee who is unable to report to work due to weather or other adverse conditions when their workplace has not been closed pursuant to this Article XXXII shall have their absence charged against accrued leave time unless the employee is authorized to work from home. Such authorization to work remotely shall not be unreasonably withheld if the employee has the ability to effectively work from home. Accumulated compensatory time must be used before any other leave time is charged. Sick leave may not be used under this Section 32.3.

32.4 In the event that a facility is closed and an employee of that facility who has not been so notified works their regular hours, said employee shall receive their hourly pay at straight time rates for the hours so worked in addition to their regular pay.

ARTICLE XXXIII

AUTHORITY WORK RULES

33.1 The Authority shall promulgate those rules of conduct and procedure it deems necessary for its efficient operation or the protection of the health and safety of its clients or employees.

33.2 At least fifteen (15) calendar days prior to adopting new work rules or amending existing work rules, the Authority will provide copies of the proposed rules to the Federation Chair. At such time the Authority shall provide notice of the proposed rules to affected employees by posting, email, or other reasonable methods. Final versions of rules, regulations, policies, procedures or amendments thereto shall be in writing and shall be distributed to the Federation Chair and all employees.

The fifteen (15) day notice period shall not apply in case of emergency. Notice of emergency rules shall be provided to affected employees and the Federation Chair via telephone, e-mail or other reasonable methods. Such emergency rules shall be followed up in writing.

33.3 Any action taken against an employee based upon a rule may be grieved.

WAGE & SALARY SCHEDULE
FISCAL YEAR 2027

Minimum Increase: **$1.00** Maximum Increase: **To 36% above Minimum**

Pay Grade	Minimum		Maximum	
1	$17.18	$35,734.40	$23.36	$48,588.80
2	$18.24	$37,939.20	$24.81	$51,604.80
3	$19.42	$40,393.60	$26.41	$54,932.80
4	$20.67	$42,993.60	$28.11	$58,468.80
5	$22.09	$45,947.20	$30.04	$62,483.20
6	$24.00	$49,920.00	$32.64	$67,891.20
7	$25.20	$52,416.00	$34.27	$71,281.60
8	$26.92	$55,993.60	$36.61	$76,148.80
9	$28.95	$60,216.00	$39.37	$81,889.60
10	$31.28	$65,062.40	$42.54	$88,483.20

Effective the first full payroll period following October 1, 2024 or the first full payroll period following ratification of this Agreement by the Association (whichever comes last), the following adjustments to employee compensation shall be implemented:

1. Adjustment for years of service: Employees who have completed one (1) year of service on or before September 30, 2026 and have not reached the maximum of their pay grade in effect as of that date shall receive an adjustment of one and one-quarter percent (1.25%) to their hourly wage rate, not to exceed the applicable maximum pay rate on the wage schedule. This increase will not increase the minimum or maximum pay rates on the wage schedule.

   General wage increase October 1, 2026: After the "years of service" has been implemented, the above wage and salary schedule shall be in effect. Employees who have successfully completed initial probation shall receive a one dollar ($1.00) increase to their hourly wage rate.

   Notwithstanding any other provision of this section, the minimum for Pay Grade 6 shall be increased to $24 an hour effective October 1, 2026. In order to lessen wage compression among employees in Pay Grade 6 the wage adjustments provided above shall be implemented in the following manner, and reflected on the wage schedule above:
   1. The wage rates of all employees in Pay Grade 6 shall be adjusted by one dollar ($1.00) an hour; and

2. The wage rates of all employees in Pay Grade 6 which are less than twenty-four dollars ($24.00) per hour shall be adjusted to twenty-four dollars ($24.00) per hour.
3. Employees in Pay Grade 6 who have completed one (1) year of service on or before September 30, 2026 and have not reached the maximum of their pay grade in effect as of that date shall receive an adjustment of one and one-quarter percent (1.25%) to their hourly wage rate, not to exceed the applicable maximum pay rate on the wage schedule.

An employee in their initial probation status who is hired at the minimum wage rate for their pay grade prior to October 1 shall advance to the new minimum on October 1. In the event the increase to the minimum wage rate is less than the general wage increase provided for that fiscal year the employee shall receive the balance of the general wage increase upon successful completion of their original probation period.

An employee in their initial probation status who is hired at a wage rate above the minimum rate for their pay grade shall advance to the new minimum on October 1 (if greater than their initial hiring rate), and shall receive the balance of the general wage increase upon successful completion of the promotional probation period.

An employee in promotional probation status prior to October 1 shall advance to the new minimum for their pay grade on October 1 if applicable. In the event the increase to the minimum wage rate is less than the general wage increase provided for that fiscal year the employee shall receive the balance of the general wage increase upon successful completion of their promotional probation period.

Minimum wage rates shall be adjusted upwards by one dollar ($1.00) an hour and maximum wage rates shall be increased to thirty-six percent (36%) above the minimum wage rate.

WAGE & SALARY SCHEDULE
FISCAL YEAR 2028

Minimum Increase: **3.5%** Maximum Increase: **36% above Minimum**

Pay Grade	Minimum		Maximum	
1	$17.78	$36,982.40	$24.18	$50,294.40
2	$18.88	$39,270.40	$25.67	$53,393.60
3	$20.10	$41,808.00	$27.34	$56,867.20
4	$21.39	$44,491.20	$29.09	$60,507.20
5	$22.86	$47,548.80	$31.09	$64,667.20
6	$24.84	$51,667.20	$33.78	$70,262.40
7	$26.08	$54,246.40	$35.47	$73,777.60
8	$27.86	$57,948.80	$37.89	$78,811.20
9	$29.96	$62,316.80	$40.75	$84,760.00
10	$32.37	$67,329.60	$44.02	$91,561.60

Effective the first full payroll period following October 1, 2027, the following adjustments to employee compensation shall be implemented:

1. Adjustment for years of service: Employees who have completed one (1) year of service on or before September 30, 2027 and have not reached the maximum of their pay grade in effect as of that date shall receive an adjustment of one and one-quarter percent (1.25%) to their hourly wage rate, not to exceed the applicable maximum pay rate on the wage schedule. This increase will not increase the minimum or maximum pay rates on the wage schedule.

   General wage increase October 1, 2027: After the "years of service" has been implemented, the above wage and salary schedule shall be in effect. Employees who have successfully completed initial probation shall receive a three and one-half percent (3.5%) increase to their hourly wage rate.

2. Minimum wage rates shall be adjusted upwards by three percent (3.5%) an hour.

WAGE & SALARY SCHEDULE
FISCAL YEAR 2029

Minimum Increase: **3.25%** Maximum Increase: **36% above Minimum**

Pay Grade	Minimum		Maximum	
1	$18.36	$38,188.80	$24.97	$51,937.60
2	$19.49	$40,539.20	$26.50	$55,120.00
3	$20.75	$43,160.00	$28.22	$58,697.60
4	$22.09	$45,947.20	$30.04	$62,483.20
5	$23.60	$49,088.00	$32.10	$66,768.00
6	$25.65	$53,352.00	$34.88	$72,550.40
7	$26.93	$56,014.40	$36.62	$76,169.60
8	$28.77	$59,841.60	$39.12	$81,369.60
9	$30.93	$64,334.40	$42.06	$87,484.80
10	$33.42	$69,513.60	$45.45	$94,536.00

Effective the first full payroll period following October 1, 2028, the following adjustments to employee compensation shall be implemented:

1. Adjustment for years of service: Employees who have completed one (1) year of service on or before September 30, 2028 and have not reached the maximum of their pay grade in effect as of that date shall receive an adjustment of one and one-quarter percent (1.25%) to their hourly wage rate, not to exceed the applicable maximum pay rate on the wage schedule. This increase will not increase the minimum or maximum pay rates on the wage schedule.

   General wage increase October 1, 2028: After the "years of service" has been implemented, the above wage and salary schedule shall be in effect. Employees who have successfully completed initial probation shall receive three and one-quarter percent (3.25%) increase to their hourly wage rate.

2. Minimum wage rates shall be adjusted upwards by three and one-quarter percent (3.25%).

ARTICLE XXXV

DURATION AND RENEWAL

This Agreement shall take effect at12:01a.m., October 1, 2026 and shall continue in full force and effect until midnight, September 30, 2029. This Agreement shall be automatically renewed from year to year thereafter until either party notifies the other at least one hundred twenty (120) calendar days prior to the termination date of this Agreement of its intent to terminate or amend this Agreement.

IN WITNESS WHEREOF, the Vermont State Housing Authority and the VSHA Staff Federation have caused this instrument to be signed and sealed by its duly authorized representatives, this 22nd day of October, 2026.

Vermont State Housing Authority
Staff Federation of the Vermont
State Employees Association

By: Adam Norton

Adam Norton
VSHASF Authorized Representative

By: 10-22-26

Dan Coppock

By:

Kaite
~~Kaite~~ Pello

By:

Shelby Flood

Vermont State Housing Authority

By: Kathleen L. Berk

Kathleen Berk
Its Authorized Representative

ARTICLE XXXIV

ACKNOWLEDGMENT OF ARBITRATION

We understand that this Agreement between the Vermont State Housing Authority and the Vermont State Housing Authority Staff Federation of the Vermont State Employees Association contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute or grievance that may arise which is covered by the arbitration provision, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

Vermont State Housing Authority
Staff Federation of the Vermont
State Employees Association

10/28/26
Date

Kathleen R. Bent

Vermont State Housing Authority

10/22/26
Date