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IDnum 368 **Language** English **Country** United States **State** VT

Union VSEA (Vermont State Employees Association)

Local

Occupations Represented
Police and detectives

Bargaining Agency State of Vermont

Agency industrial classification (NAICS):

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Notes

Contact

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THIS AGREEMENT IS MADE BY AND BETWEEN THE STATE OF VERMONT (hereinafter referred to as either the "Employer" or the "State") and the **STATE POLICE BARGAINING UNIT OF THE VERMONT STATE EMPLOYEES' ASSOCIATION, INC.** (herein after referred to as the "VSEA").

PREAMBLE

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

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

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

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

ARTICLE 1**VSEA RECOGNITION**

The State of Vermont recognizes the Vermont State Employees' Association, Inc. as the exclusive representative of the Vermont State employees in the STATE POLICE BARGAINING UNIT.

1. The State shall notify VSEA of all changes in designations and designations of newly created positions.
2. During the life of this Agreement, the State will not designate an incumbent employee into the Supervisory Bargaining Unit unless there has been a change of duties.
3. Fifteen (15) days before notifying an affected employee, the State, shall under separate cover, mail to VSEA a copy of the form denoting a change in Bargaining Unit Designation. The State will include in the notice to VSEA documents used to make the determination such as organization charts (or class specifications if not previously provided) in the following instances: (a) New classes created and designated as Managerial, Confidential, or Supervisory; or (b) Filled positions whose designation changes without a change in classification. At VSEA's request, the State will meet to discuss any such designation.
4. Employees whose designation changes for reasons other than a reclassification will be notified with a brief explanation of the decision and a statement of the employee's right to appeal the designation to the Vermont Labor Relations Board. The "Change in Unit Designation" shall state explicitly both the old and new designations.
5. The memorandum of agreement regarding the contract rights of Employees during Original Probationary Periods shall be incorporated as an Appendix to this Agreement.

ARTICLE 2**MANAGEMENT RIGHTS**

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

2. Consistent with statutory authority the State may contract out work as provided in paragraph 3 of this Article and may discontinue services or programs, in whole or in part. As a result of such discontinuance a permanent status employee who is laid off shall have reduction in force rights under the Reduction In Force Article.

3. (a) No classified employee will be laid off as a result of contracting out except as provided in Title 3, Chapter 14, Vermont Statutes Annotated. Prior to any such lay off or other job elimination under this paragraph the VSEA will be notified and given an opportunity to discuss alternatives. A permanent status employee who, as a result of contracting out, loses his/her job will be deemed to have been reduced in force under the Reduction In Force Article.

(b) When a State agency contemplates contracting out bargaining unit work and publishes a formal request for proposal, a concurrent notice of such publication will be sent to the VSEA Director and the Department of Personnel. Upon request, VSEA shall be permitted to inspect the RFP specifications.

(c) Notice to VSEA: The notice of publication of an RFP, that may result in the layoff of State employee(s), shall serve as notice to VSEA of intent to contract out and shall give VSEA the opportunity to discuss alternatives. Such notice must be sent at least 35 days before the effective date of any Reduction in Force (RIF) and at least five days before any employee is officially notified of layoff. The period for discussing alternatives may begin at VSEA's request following receipt of notice of publication, and shall overlap the period for discussing alternatives under the RIF Article and shall terminate at the same time as the end of the discussion period under the RIF Article.

4. The Employer may determine that a reduction in force is necessary due to lack of work or otherwise pursuant to management rights.

5. The parties will negotiate as required by law over any dispute arising under paragraph 1, provided said condition of employment is a mandatory bargaining subject. The parties shall meet within 10 days (unless mutually agreed to extend) after a request for negotiations by either party and thereafter on a regular basis. At the end of a forty-five (45) calendar day period, which shall commence with the beginning of negotiations, the State may implement any proposed change or new condition of employment, whether or not the parties will have bargained to genuine impasse. The VSEA shall retain all statutory impasse procedure rights as may be lawfully available to VSEA during the life of this Agreement except as otherwise provided in the Employee Workweek/Work Location/Work Shift Article. With respect to any dispute under paragraphs 2, 3, and 4, the parties agree that they have fully bargained and any disputes thereunder will be processed according to the grievance procedure.

6. A dispute whether contracting out is consistent with statutory authority shall be processed initially through the grievance procedure. If the grievance remains unresolved at Step III, to the extent it involves contract issues other than consistency of contracting out with statutory authority, such grievance shall be submitted to the VLRB at Step IV. However, the issue of whether contracting out is consistent with statutory authority shall not be appealable to the VLRB at Step IV but may be litigated in court. In any such court action, the State agrees not to raise as an objection or defense the failure

of the VSEA to appeal that issue to VLRB or to exhaust VLRB procedures prior to commencing such court action.

ARTICLE 3**VSEA RIGHTS**

1. The Employer shall not enter into any consultations, agreements, or informal discussions regarding employment relations matters with any other organization or individual purporting to represent any group of employees, and must not engage in any type of conduct which would imply recognition of any organization, group, or individual other than the VSEA as a representative of the employees in any bargaining unit. This is not intended to supersede the provisions of 3 VSA Ch. 27, 941 (j).

2. VSEA stewards shall be allowed to visit any State facility, worksite, or office in their designated areas of responsibility for the purpose of receiving or investigating grievances or complaints.

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

(a) Members of the VSEA Board of Trustees to attend 12 regular Trustee meetings and up to two special Trustee meetings a year;

(b) Members of the Council for attendance at any of the four regular council meetings per year. The State may grant permission for attendance at not more than one additional special meeting;

(c) Officers/Delegates, up to a maximum of four (4), shall be allowed reasonable time off, not to exceed an aggregate of 160 hours for all bargaining units in any calendar year to attend national or regional meetings of the VSEA national affiliate;

(d) To the treasurer of the State Police Unit to conduct Unit treasury business, not to exceed five (5) hours per month. Such time off shall apply if the treasurer is a steward and is credited towards the steward's time off;

(e) To representatives of the State Police Unit to attend meetings of the Unit's national affiliate, not to exceed an aggregate of 240 hours per fiscal year. No one representative may utilize more than 120 hours of this time per fiscal year.

(f) Unit Chairperson, up to 135 hours per year, subject to the operating needs of the department for conduct of unit Labor Relations/Contract Administration business;

(g) Members of VSEA standing committees will be permitted to attend ten meetings per year;

(h) Unit executive committee members will be given time off to attend five meetings per year;

(i) Stewards for the processing and handling of complaints and grievances, including necessary appearances at all steps of the grievance procedure; up to 100 hours per steward per year shall be considered a reasonable time for processing and handling of complaints and grievances, and may be extended by mutual agreement in any instance;

State Police Unit: up to 12 stewards (one for each troop and one for headquarters). An additional steward shall be allowed for each new barracks which opens during the life of this Agreement;

An employee will not be permitted more than a total of 240 hours, 300 for Unit Chair persons, time off in any fiscal year under paragraphs 3, subsection a-i.

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

Except in the instance of conflicting State business, the State shall make a reasonable effort to assist employees on non-standard work weeks, who are scheduled for bargaining meetings with the State, by accommodating a request by the employee to readjust his/her schedule in order to

preserve days off. Normally, the rescheduling will take place within the same pay period, with no guarantee of back-to-back days off when rescheduling occurs. The State shall not compel the employee to work more than a regular shift as part of the rescheduling, unless by mutual agreement of the employee and supervisor. Any such rescheduling shall be for a full workday off, unless by mutual agreement of the employee and supervisor. VSEA reserves the right to cancel the meeting when the absence of a team member results from inability to reschedule. VSEA agrees to hold the State harmless from VSEA grievances relating to any complaint(s) due to rescheduling of a team member.

(k) Members of Labor Management Committees for meetings scheduled by the State and VSEA;

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

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

4. The State will include in its package of written information for new employees a VSEA informational brochure, provided by the VSEA, identifying it as the exclusive bargaining agent. Not later than two weeks after entry into the bargaining unit, the State will provide each employee with a copy of the informational brochure and the applicable collective bargaining agreement within two weeks, or for departments which do not have a pre-existing informational packet system, at the time payroll deduction and tax forms are given to the employee to be filled out.

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

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

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

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

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

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

ARTICLE 4**NO STRIKE CLAUSE**

During the life of this Agreement, the VSEA and employees covered by this Agreement will not engage in any strike. The State acknowledges its obligation to refrain from any form of discrimination, reprisal or retaliation which is based on union activity, in violation of State Law.

ARTICLE 5**NO DISCRIMINATION OR HARASSMENT;****and AFFIRMATIVE ACTION****1. NO DISCRIMINATION, INTIMIDATION OR HARASSMENT:**

In order to achieve work relationships among employees, supervisors and managers at every level which are free of any form of discrimination, neither party shall discriminate against, nor harass any employee because of race, color, religion, creed, ancestry, sex, marital status, age, national origin, handicap, sexual orientation, membership or non-membership in the VSEA, filing a complaint or grievance, or any other factor for which discrimination is prohibited by law.

2. AFFIRMATIVE ACTION PROGRAMS:

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

3. ENFORCEMENT RESPONSIBILITIES:

(a) By the Employer - The State acknowledges its duty to practice good faith implementation of the goals contained in this Article. The employer further acknowledges its duty to inform employees of their obligation not to discriminate, intimidate or harass employees under applicable law, policy or this Agreement, and of their obligation to adhere to any affirmative action plan or program that may be developed under applicable law or this Agreement. The employer will notify employees, supervisors or managers at every level that any person who by action or condonation, subjects another employee to harassment in the form of uninvited physical or verbal attention, insults or jokes based upon a factor for which discrimination is prohibited by law, or who invites or provokes such conduct, shall be subject to appropriate discipline.

(b) By the VSEA

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

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

ARTICLE 6**EXCHANGE OF INFORMATION**

1. The Department of Personnel shall furnish the VSEA with the records and documents specified in this section as they become available unless the State discontinues their compilation:

(a) Two copies of the Department of Personnel Quarterly Reports;

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

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

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

(e) One copy of the Department of Personnel alphabetical locator;

(f) One copy of the Department of Personnel position locator;

(g) One copy of the Department of Personnel salary analyses;

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

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

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

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

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

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

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

3. The VSEA shall furnish the Department of Personnel with the following information and

documents, and amendments or changes to these documents as they become available:

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

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

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

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

4. Upon request by the VSEA, information which the State is required to furnish under this Article which can be made available in a computer-tape or other machine-readable format shall be furnished in such format to the VSEA providing, however, that such request would not result in more than a negligible cost differential relative to hard copy.

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

ARTICLE 7**LABOR MANAGEMENT COMMITTEE**

1. A Statewide Labor-Management Committee consisting of not more than five members selected by the VSEA from among the bargaining units represented by VSEA and not more than five members selected by the State shall meet periodically to discuss a mutually agreed agenda which may include methods of improving labor relations, productivity, safety, and health problems of a continuing nature, or other problems which have an impact on conditions of employment; provided, however, these sessions are not for the purpose of discussing pending grievances or for collective bargaining on any subject.
2. Except as otherwise provided by law, a Departmental labor/management committee consisting of the Commissioner and/or designee(s) and representatives of the State Police Bargaining Unit shall be established and shall meet quarterly for the purpose of discussing departmental rules and other professional matters of mutual concern.
3. Employee representation on the labor/management committee may consist of up to seven (7) unit members at not more than two meetings per year; otherwise, not more than four (4) members. Participation at a labor/management meeting may be expanded upon agreement of the parties to include a State Police member from the Supervisory Unit selected by the members of that Unit when the subjects to be discussed encompass department-wide matters.
4. Agreements which result from labor-management discussions shall not produce any modifications to the collective bargaining agreement unless signed off by the VSEA's Director(s) and the Secretary of Administration. Participation in labor-management discussions shall not be construed as a waiver of the right of access to the collective bargaining process over mandatory subjects for collective bargaining.
5. The Personnel Department will, during the life of this Agreement, meet at the request of the VSEA to further study and discuss what, if any, adoption benefits might be appropriate as future fringe benefits under a successor agreement.
6. Concerns and issues held by VSEA concerning the ADA and the State's Reasonable Accommodation policy may be presented to the statewide labor-management committee.
7. A labor management committee consisting of no more than five (5) representatives from each side shall be convened to review and make recommendations for improvements to the classification system to the Commissioner of Personnel in order to make the system operate more effectively and efficiently. The recommendations of the committee shall be considered by the parties in bargaining for a successor to the 2001-2003 Agreement.
8. A two-person committee consisting of the Commissioner of Personnel and the VSEA Director shall meet to study and examine the issue of restoration rights. Any agreement reached between such individuals shall be incorporated in a side letter of agreement, but the statutory impasse procedures shall not be available in the event agreement is not reached.

**ARTICLE 8
CHILD CARE AND ELDER CARE**

1. The State-VSEA Child-Elder Care Committee as provided for in the Labor Management Committee Article, Section 1 of this Agreement, shall continue to monitor existing child and elder care programs, recommend the expenditure of funds committed to it under this article, and investigate other options for providing child care and elder care services to all State employees regardless of bargaining unit status. The Committee may recommend, to the Secretary of Administration, the expenditure of funds committed to it under this Article. The committee shall concentrate efforts to develop programs in geographic locations not currently serviced by an existing program.
2. The Department of Personnel shall be responsible for providing administrative/clerical support for the Committee and shall be authorized to expend funds allocated under this Article at a level equal to the amount authorized, on average, for administrative/ clerical support services to the committee over the past three fiscal years.
3. No program shall receive funding for more than two consecutive fiscal years, except with the express approval of the Secretary of Administration.
4. During the life of this Agreement the State will allocate One hundred thousand dollars (\$100,000) for fiscal year 2002, and one hundred and fifteen thousand dollars (\$115,000) for fiscal year 2003.
5. The parties agree that the State shall have the right to use State Health Insurance Plan funds to cover the administrative costs of operating the medical and dependent care flexible spending account programs.

ARTICLE 9**EMPLOYEE ASSISTANCE PROGRAM**

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

STRESS UNIT: The Department of Public Safety shall create a unit within the Department for the purpose of developing health programs to address issues related to employee health stress. At least one current employee of the State Police Bargaining Unit will be a member of this unit.

Effective January 1, 1995, the State will allocate up to thirty thousand dollars (\$30,000.00) for the purpose of retaining suitable mental health services for Department employees. Implementation of this program may be an appropriate subject for discussion by the Department Labor-Management Committee.

ARTICLE 10**SUPERVISION OF CLASSIFIED EMPLOYEES**

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

ARTICLE 11**EMPLOYEE PERSONNEL RECORDS**

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

ARTICLE 12 PERFORMANCE EVALUATION

1. Timing of Evaluations: Annual performance evaluations shall normally take place near the anniversary date of completion of original probation. However, as to employees who have been rehired as a restoration or after a reduction in force, the date of rehire shall be the anniversary date for the annual evaluation. The Personnel Department will attempt to secure agency cooperation in conducting the evaluation process in reasonable relationship to the above schedule. Failure to conduct a timely annual rating shall not be grievable; provided, however, that after fifteen (15) days' notice of intent to the Commissioner of Personnel the VSEA retains the right to pursue judicial remedies for failure to comply with the provisions of 3 VSA Section 322.

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

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

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

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

January – Middlebury	February - Rockingham
March - Brattleboro	April - Middlesex
May - Bethel	June - Headquarters
July - Williston	August - St. Albans
September - St. Johnsbury	October - Derby and Bradford
November - Rutland	December - Shaftsbury

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

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

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

5. The immediate supervisor shall discuss the rating with the employee, calling attention to particular areas of performance and, when necessary, pointing out specific ways in which performance may

be improved. During the rating year, the immediate supervisor shall call the employee's attention to work deficiencies which may adversely affect a rating, and, where appropriate, to possible areas of improvement. The immediate supervisor will accommodate a reasonable request by an employee for a meeting to discuss any such work deficiency, suggested improvement, or rating, or any performance evaluation standard or criterion that the employee considers unreasonable or unachievable.

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

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

(b) The employee has the right to submit a written rebuttal to the evaluation. This rebuttal shall be reviewed and initialed by all supervisors who participated in the evaluation. The employee's written response shall accompany the supervisor's evaluation in the employee's official personnel file. The employee copy of the rating shall constitute official notice to the employee of his/her rating.

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

ARTICLE 13**OUTSTANDING PERFORMANCE**

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

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

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

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

The Departmental Labor/Management Committee shall suggest criteria for the discretionary granting of administrative leave with pay as recognition for Patrol Commanders who handle business related calls received during their off-duty hours that are not otherwise compensated.

ARTICLE 14**DISCIPLINARY AND CORRECTIVE ACTION****1. DEFINITIONS**

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

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

2. DISCIPLINARY ACTION

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

(b) Disciplinary proceedings shall be instituted within a reasonable time after the violation of the Code of Conduct occurred or was discovered and disciplinary action shall be taken within a reasonable time after disciplinary charges have been proved or admitted. Non-criminal internal investigations should normally be completed within 30 work days, and notice of disposition should normally be given within 30 work days after completion of the investigation.

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

3. CORRECTIVE ACTION

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

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

(1) oral notice of performance deficiency;

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

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

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

(c) In any case in which corrective action in one or more of the forms specified in Section 3,

b,4, above, is taken the Vermont Labor Relations Board shall sustain the corrective action as being appropriate unless the grievant can meet the burden of proving that the corrective action was arbitrary and capricious or that progressive corrective action was bypassed inappropriately. In a case in which the Vermont Labor Relations Board determines that such corrective action was arbitrary and capricious, it shall have the authority to substitute a different form of corrective action for that taken.

4. The Department shall, on a one-time basis, notify each member of the Bargaining Unit in writing that: Whenever an employee is required, by his or her supervisor or management, to give oral or written statements on an issue involving the employee, which may lead to discipline against the employee, or whenever an employee is called to a meeting with management where discipline is to be imposed on the employee, he or she has the right to request the presence of a VSEA representative and, upon such request, the VSEA representative shall have the right to accompany the employee to any such meeting.

ARTICLE 15**GRIEVANCE PROCEDURE****1. PURPOSE**

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

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

2. DEFINITION

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

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

(c) A grievance shall contain the following information:

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

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

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

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

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

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

3. GRIEVANCE PROCEDURE

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

(a) Step I (Immediate Supervisor Level)

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

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

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

(4) If a Step I is initiated, the complaint shall be discussed informally by the aggrieved employee, or his/her representative, or both, and the immediate supervisor. If the issue remains unresolved, an employee must comply with the following time frames for filing to the Step II level: a) within ten (10) workdays after receipt of the Step I decision; or b) within thirty (30) workdays from when the employee first gave notice to the supervisor of his/her complaint as outlined in Section 3(a)(1) above, whichever occurs first.

(b) STEP II (Department Head Level)

(1) If no satisfactory settlement is reached at Step I, or if the Step I is bypassed, the complaint

shall be reduced to writing, in accordance with section 2(c) above, and shall be submitted for action by the aggrieved party or representative to the administrative head of the department in which the aggrieved is employed within the time frames outlined in Section 3(a) above, otherwise the matter shall be considered closed. On request of a VSEA Director, and with the approval of the Department of Personnel and the applicable appointing authority, the time limits for filing a Step II grievance may be extended for a specific period of time, not to exceed ten (10) workdays.

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

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

(c) STEP III (Department of Personnel Level)

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

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

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

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

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

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

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

(d) STEP IV (Board Level)

The appeal from the Department of Personnel's decision shall be to the Vermont Labor Relations Board in accordance with the rules and regulations established by the Board and such appeal shall be filed within thirty (30) days after receipt of the Step III decision or the matter shall be considered closed. If within the time set by the VLRB for appealing such decision, VSEA submits a written request for reconsideration, the State may respond in writing to such a request, and if it does so, the time for appealing the decision of the Department of Personnel shall begin to run from the date of receipt of the State's written reconsideration response. However, in no event shall the time for

appealing the Personnel Department's decision exceed forty-five (45) calendar days from the date of receipt of the original Step III decision.

4. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

10. ALTERNATIVE DISPUTE RESOLUTION

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

The following are the agreed upon rules for mediation of grievances and other disputes during

the term of this agreement:

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

ARTICLE 16
CLASSIFICATION REVIEW AND
CLASSIFICATION GRIEVANCE

1. DEFINITIONS

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

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

2. MANAGEMENT RIGHTS

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

3. PROCEDURE FOR REVIEW OF CLASSIFICATION

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

(b) Employee and management requests for classification review shall be made on a form provided by the Commissioner of Personnel. The VSEA may offer comments to the Commissioner of Personnel regarding content and format of the form at any time. The form shall be fully completed by the employee or management as appropriate. With the Department of Personnel's approval, VSEA may submit a class action "RFR" on behalf of employees in the same position, filing one package of the same information as required herein.

The Request for Review shall state with particularity the change(s) in duties or other circumstances which prompt the Request for Review. The position's supervisor shall review the information provided on the form within ten (10) workdays, completing that portion which requests supervisory responses, and submit further written comments as appropriate. The Request for Review form shall then be submitted to the position's appointing authority, who shall review it for accuracy, comment as deemed appropriate, and forward the original to the Department of Personnel within five (5) workdays.

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

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

(e) Notwithstanding the above, if corrective action results from either classification review or a

classification grievance, any pay adjustment shall be retroactive to the date when a completed Request for Review was logged by the Department of Personnel, unless the Commissioner of Personnel determines that the circumstances giving rise to such corrective action came into existence after such completed filings, in which case retroactivity shall be effective on that later date.

(1) Notwithstanding the above, if the effective date of any corrective classification action falls during an employee's original or promotional probationary period, any pay adjustment shall be effective at the start of the first full payroll period following the successful completion of any such probationary period and after any applicable end-of-probation salary increase has been applied. This provision shall apply to any Request for Classification Review filed on or after January 13, 2002.

An employee may initiate his or her review by concurrently filing a copy of the Request directly to the Department of Personnel at the same time the original is submitted to the supervisor. The effective date will then be computed 15 days from the date it was received by the Department of Personnel

and logged in. This will permit the employee to ensure that the effective date of any corrective action is not delayed at the employee's department level due to management or supervisory review of the request.

4. CLASSIFICATION GRIEVANCE

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

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

(c) A classification grievance shall be filed within thirty (30) days of receipt of the classification review official notification, or within fifteen (15) days of the date of the notice of the results of the informal meeting with a member of the classification division if such an informal meeting is requested. Failure to file within such time limits means that the right to pursue a grievance is waived. A grievance as defined in this Article shall be filed in writing (original and one copy) with the Commissioner of Personnel (110 State Street, Drawer 20, Montpelier, VT 05620-3001), and shall minimally include the following:

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

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

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

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

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

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

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

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

(e) Each classification grievance shall be reviewed by the Commissioner of Personnel (or designee) for compliance with requirements of filing. Employees will be notified by the Commissioner of any additional information needed to complete the written grievance and given ten (10) workdays to take

corrective action. Reasonable extensions of time in which to perfect grievances will not be unreasonably denied.

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

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

5. BURDEN OF PROOF

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

6. EXCLUSIVE REMEDY

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

7. APPEAL TO VLRB

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

8. IMPACT OF CLASSIFICATION BOARD DECISIONS AND SETTLEMENTS

A classification decision or recommendation of a classification board shall not constitute a binding precedent regarding the internal comparability of a position reviewed or grieved to positions not subject to the original classification review and grievance. Nothing herein shall prevent the settlement of a classification grievance at any point in the process.

ARTICLE 17**DEPARTMENTAL ADMINISTRATIVE RULES**

VSEA and affected employees only shall be notified of Departmental administrative policy changes (as set forth in the State Police Operations Manual), in writing, by posting, or otherwise, fifteen (15) days prior to the date these changes become effective. This notification requirement shall not apply to rules, policies or procedures established pursuant to statutory authority, or which concern matters of police procedure or policy, nor shall any rules, policies or procedures be subject to the grievance procedure.

**ARTICLE 18
RESIDENCY**

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

1. Station Troopers:

A State Police Unit member hired prior to January 1, 2000, and assigned to a particular State police station shall be required to reside within a twenty-five (25) air mile radius from the center of the geographic area of responsibility assigned to such station in effect on 7/1/90. Such members may reside in an outpost attached to such State police station provided such residence is not only within the geographic area of responsibility assigned to such station, but also is within a twenty-five road mile radius from such station. This provision shall not restrict the Commissioner from changing such boundaries for purposes other than residency. The defined center point for each station shall be a subject matter for the Department labor management committee. All State Police Unit members hired after January 1, 2000, shall be required to reside within the geographical area of responsibility assigned to their stations.

2. Outpost Troopers:

A State Police Unit member assigned to outpost trooper duty shall live within the geographic area of responsibility assigned to such outpost.

3. Headquarter Troopers:

State Police Unit members assigned to State police headquarters facility shall be required to reside within a thirty (30) road mile radius from such facility.

4. Grandfather:

Notwithstanding Sections 1, 2 and 3 of this Article, State Police Unit members residing outside of the above-referenced areas as of February 1, 1981, shall not be required to move their residences until subsequently reassigned to another area. However, employees reassigned or newly assigned to a duty station, outpost or headquarters facility, shall be required to reside with the appropriate area specified in Sections 1, 2 and 3, above.

5. Voluntary Residency Assignment:

A State Police Unit member who voluntarily agrees to reside within a particular town as designated by and at the request of the Department, for a minimum two (2)-year period, shall receive a payment of \$138.46 per pay period in lieu of any office allowance.

ARTICLE 19

VACANCIES

The issue of posting or notice of lateral transfer opportunities shall be an appropriate agenda item for the Departmental Labor-Management Committee.

ARTICLE 20**REGULAR WORK YEAR**

Employees who are regularly assigned to work a "five-on-two off" schedule, shall continue to be eligible to receive 104 scheduled days off per calendar year and two additional days off per calendar year not scheduled, but arranged at any time at the convenience of the Department. Days voluntarily worked in whole or in part on scheduled or arranged days off in programs such as CRASH, 55 MPH or RAID are considered as days off for the purpose of this contract.

**ARTICLE 21
REGULAR HOURS AND OVERTIME**

1. The REGULAR WORK SHIFTS shall be as follows:

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

(b) An evening shift commencing between 4 p.m. and 6 p.m. on a staggered or non-staggered basis as the Department may determine.

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

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

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

(f) An employee's work schedule will be posted on the fifteenth day of the calendar month prior to the calendar month for which the schedule is being posted. Within an employee's regular work week, work shifts will ordinarily be scheduled to start within the "windows," as established above; provided, however, that up to two work shifts per employee per month may be rescheduled to start any time between 6 a.m. and 6 p.m. without giving rise to an obligation for additional pay such as delayed reporting time or call-in.

2. REGULAR WORK PERIOD, WORK SCHEDULE:

(a) Work period: The regular work period is 28 calendar days long.

(b) Uniform schedule: Effective July 1, 2001, the normal work schedule for uniformed Troopers, Corporals, and Sergeants shall be 4 on - 2off/5 on - 2 off resulting in 252 workdays per employee, per year. Therefore, employees shall normally work 180 hours during a 28 day work period, with 160 hours normally paid at straight time rates and 20 hours normally paid at applicable overtime rates. Daily work schedules may consist of 8, 9, 10, 11.25 or 15 hour work days depending on the work period.

(c) Uniform Troopers, Corporals and Sergeants who are assigned to work a Monday through Friday, 5 on-2off schedule, (e.g., HQ assignments, Corridor and Commercial Vehicle Team, and Station Administrative Officers) shall have 9 hour work days with the hours worked in a 28 day work period paid in same manner as in Section 2(b) above.

(d) BCI schedule: Members regularly assigned to the BCI Division shall work an administrative schedule of Monday through Friday with Saturday, Sunday and holidays as regularly scheduled days off. BCI members will not normally be expected to work on a holiday, except as specified in section 11.

The regular workday will include a paid mid-tour meal period generally not exceeding 30 minutes. Except in the case of an employee who commences or terminates employment in the middle of a workweek, employees shall be paid one-half of their work period salary each pay period, even though the regular work schedule for that particular period requires fewer or more than 90 hours.

3. BASE PAY

Base pay each pay period for bargaining unit employees shall normally be base hourly rate multiplied by 80 hours plus 10 hours at applicable overtime rates per two workweek period.

4. OVERTIME

(a) OVERTIME PAY. Except as otherwise provided in this Article, hours worked in excess of 8 in a day, or in excess of 160 in a work period shall be paid in cash at one and one-half times the straight time rate. Hours actually worked, hours on annual leave, compensatory time off, unworked holidays, paid VSEA leave time, time spent traveling to and from paid training (after deductions of normal commuting time), personal leave and, effective July 1, 1995 paid military leave, shall be considered as time actually worked for the purpose of determining eligibility for overtime compensation.

(b) **COMPENSATORY TIME.** Except as provided below in the subsection entitled "Exclusions from Overtime", an employee entitled to overtime pay may request compensatory time off at the applicable overtime rate in lieu of cash. The Department may authorize such request. No employee may accumulate more than 480 hours of compensatory time off earned for overtime work. Nothing herein shall preclude the Department from establishing such other compensatory time off limit as it deems appropriate.

(c) At the end of the accrual year, (Year A), all unused compensatory time off may be carried over until the end of the next accrual year (Year B), but not thereafter.

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

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

Year B is the same period the following year.

Except for mandatory compensatory time such as for overtime on a holiday worked or a floating holiday, any comp. time balance on May 1 may, at the sole discretion of the appointing authority, be paid off in cash, in whole or in part, at the straight-time rate of pay then prevailing.

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

(e) The Department shall make a reasonable effort to distribute scheduled overtime as equitably as possible among classified employees.

(f) **EXCLUSIONS FROM OVERTIME.**

(1) Overtime work does NOT include:

- voluntary programs, whenever scheduled; Assignments shall be made to volunteers first. If the assignment is required, then such assignment will be made on a rotational basis with seniority determining the start of the rotation.
- attendance at a disciplinary, grievance, or other hearing other than as a witness for the State;
- promotional examination;
- off duty time while serving as a training assistant or as an in-resident supervisor on a training assignment.

(2) Notwithstanding any contrary provision of this Section, the following shall be considered to be time actually worked, provided, however, the Department may grant compensatory time off in lieu of cash compensation.

- (i) the Department's required annual medical examination, including travel time to and from the examination, when scheduled on an employee's day off; and
- (ii) the physical fitness evaluation required by the Department when scheduled on an employee's day off, including travel time to and from the evaluation site; and
- (iii) travel to and from the site of assigned training activities regardless of whether on a day off or not.

(g) **SELF ACTIVATION.** Employees shall not self-activate except in compliance with Departmental policy.

(h) Overtime under this Agreement shall not be pyramided.

5. **DELAYED REPORTING TIME**

An employee who is ordered to report for a full tour of duty later than his/her regular shift starting time and who works a full tour of duty or part thereof which terminates later than his/her normal shift quitting time for that day shall be paid an extra half-time premium for such time worked after his/her regularly scheduled workday.

Effective July 1, 1995, an employee who is ordered to report for a full tour of duty earlier than his/her regular shift starting time and who works a full tour of duty or part thereof which terminates earlier than his/her regular shift quitting time for that day shall be paid an extra half-time premium for such time worked before his/her regularly scheduled workday.

Work in excess of 8 hours on such day shall be considered as overtime under the provisions of this Article.

6. ON-CALL AND SPECIAL ALERT

(a) ON-CALL.

An employee who pursuant to an assignment other than training is confined to a work place for more than 24 hours shall receive the following compensation:

(1) eight (8) hours at straight time (or 8 hours at 1.5 if the employee is assigned such duty on a day off); plus

(2) overtime compensation at the applicable rate for any subsequent hours actually worked.

(3) up to 8 hours of sleep time shall be deducted hours worked on an hour for hour basis, unless the employee did not get at least five hours of sleep during that 24-hour cycle. Each 24-hour cycle shall commence at midnight and repeat for each day the assignment continues.

(b) SPECIAL ALERT

An employee who, for purposes of being immediately available to respond to an extraordinary non-routine situation (such as, but not necessarily limited to, the Vernon demonstration or a labor strike) is placed on Special Alert, i.e., is restricted as to location or activities while off duty, shall be paid one-fourth of his or her regular straight time rate for those hours during which he or she is in such status, excluding any hours actually worked.

Off duty time spent as a training assistant or in-resident supervisor on a training assignment shall be considered as time spent on Special Alert.

Special Alert status shall not apply to the routine carrying of "pagers" by employees or to the performance of rotating "duty officer" assignments, or to the designation of employees for purposes of establishing a call-in sequence following the evening shift or preceding the day shift.

7. STANDBY AND PAGER PAY

An employee who is specifically required by the Department to carry a pager during off-duty hours and who is also required to remain within paging range shall be paid one-eighth (1/8) of his or her regular straight time hourly rate of pay, up to a maximum of \$3,000 per employee per fiscal year (beginning with the first payroll period of the fiscal year), for those hours during which he or she is in such status, excluding any hours actually worked.

8. AFTER HOURS STANDBY PAY FOR UNIFORMED OFFICERS

A uniformed officer who is specifically required as a condition of employment by the Department to be immediately available for duty in the hours immediately before or after his or her regular shift shall be paid one-fifth (1/5) of his or her regular straight time hourly rate of pay during the hours during which he or she is in such status, excluding any hours actually worked or for which call-in pay is paid. The Department will post a schedule notifying uniformed officers of the dates on which they are scheduled for standby status under this section. An officer scheduled for duty under this section is required to be immediately available for duty and is therefore subject to restriction by the Department in his or her geographic location and activities and shall be required to provide the Department with a pager or telephone number where he or she can be reached at all times during the scheduled period. Should the Department determine that it will implement a third shift in any location at any time, the Department may so notify officers and the provisions of this section would no longer be in effect.

The Department shall not be precluded from calling troopers, who are on the standby list, to supplement those who have been called or respond to emergencies that arise during this after hour time period, in accordance with section 12.1 of the Code of Conduct.

9. CALL-IN PAY

a) NON-COURT CALL-IN.

An employee who is called in to work at any time other than continuously into his/her normally scheduled shift shall be considered as working overtime during all such hours worked and shall be guaranteed a minimum of four hours pay at the overtime rate of pay in cash or, if the employee so requests and the request is granted, in compensatory time off. Such guarantee will cover any additional call-ins within the four (4) hour period commencing with the first call-in. Payment for call-ins shall not exceed three call-ins within a 24-hour period.

(b) COURT CALL-IN.

An employee who is called into court at any time other than continuously into his/her normally

scheduled shift, shall be considered as working overtime during all such hours worked and shall be guaranteed a minimum of four (4) hours' pay at the overtime rate of time and one-half in cash, or, if the employee so requests, in compensatory time off. Such guarantee will cover any additional call-ins within same calendar day.

If a scheduled court appearance on an otherwise unscheduled workday is canceled after 0001 hours on the date of the required appearance, this shall be considered to be a court call-in and the employee shall be compensated accordingly. Effective 7-1-91, if a scheduled court appearance on a scheduled day, or shift, off is canceled after 0001 hours on the date of the required appearance, this shall be considered to be a court call-in and the employee shall be compensated accordingly.

10. SHIFT DIFFERENTIAL

- (a) Employees shall receive a shift differential of sixty cents per hour effective July 9, 1991, if they work at least two hours of an assigned shift which contains at least two hours between 6 p.m. and midnight.
- (b) Employees shall receive a shift differential of sixty-five cents per hour effective July 9, 1991, if they work at least two hours of an assigned third shift which contains at least two hours after 2:30 a.m.
- (c) Shift differential will be added to the basic hourly rate before cash overtime is computed.

11. BCI DUTY OFFICER

BCI members shall be assigned on a rotational basis to serve as the BCI Duty Officer for a designated area. The BCI Duty Officer shall be assigned to carry a pager and shall be primarily responsible to be immediately available for duty during all off-duty hours in a designated duty week. The term "immediately available for duty" shall mean that the BCI Duty Officer shall be subject to restriction by the Department in order to respond to a page within 1/2 hour and will be on-duty within one (1) hour of answering the page. The BCI Duty Officer shall receive 1/8 pay for all off-duty hours, including holidays, and excluding any hours actually worked, for each such assigned week of availability. This payment shall be in lieu of the compensation provided in sections 7 or 8 above.

Employees assigned to BCI prior to 7/1/01 may bid on an annual basis to opt for the BCI Duty Officer schedule and pager pay outlined above, or may stay on the BCI Weekend Duty Officer schedule provided in the FY00-01 State Police Bargaining Unit Agreement. However, those employees who opt to remain on the FY00-01 BCI Weekend Duty Officer schedule shall receive 1/8 pay for the off-duty hours during the existing duty weekend, not to exceed 30 hours, in lieu of the \$50.00 allowance. Employees who opt to use the BCI Weekend Duty Officer schedule are also subject to restriction by the Department in order to respond to a page within 1/2 hour and will be on-duty within one (1) hour of answering the page. The assignment of a BCI Duty Officer shall not diminish the current obligations controlling off-duty availability of other VSP members.

**ARTICLE 22
OBSERVANCE OF HOLIDAYS**

1. HOLIDAYS

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

New Year's Day, January 1

Washington's Birthday, Third Monday in February

Town Meeting Day, First Tuesday in March

Memorial Day, May 30

Independence Day, July 4

Bennington Battle Day, August 16

Labor Day, First Monday in September

Veteran's Day, November 11

Thanksgiving Day, Fourth Thursday in November

Christmas Day, December 25

Martin Luther King Jr.'s Birthday, the third Monday in January

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

2. WEEKEND OBSERVANCE

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

3. FLOATING HOLIDAY

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

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

Effective July 1, 2001, Columbus Day shall not be observed as a floating holiday for State Police Unit members assigned to work the 4 on – 2 off/5 on – 2 off work schedule, and no additional compensation, or time off, shall be due for work on that day, or if it falls on a scheduled day off.

4. DAY AFTER THANKSGIVING

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

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

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

(3) Employees who work on that day will get compensatory time off at straight time on an hour for hour basis above minimum regular pay based on the number of hours in a regular workday.

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

(5) The provisions of sections 9 and 10(c) apply to the day after Thanksgiving.

5. ADMINISTRATIVE DECLARATION

The Governor may also declare an administrative holiday.

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

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

6. A classified employee shall not normally be required to work on legal or administrative

holidays except as necessary to provide and maintain essential services.

7. COMPENSATION ON DAYS OBSERVED AS LEGAL HOLIDAYS

These provisions shall not apply to Columbus Day or the Day After Thanksgiving.

(a) Employees who are required to work in a day which is normally a scheduled workday and is also a day observed as a legal holiday shall receive compensation at "designated rates" in addition to the minimum regular compensation for all hours actually worked on that day up to a maximum of the number of hours in his or her regular workday. The compensation shall be in cash, or in compensatory time off if the employee so chooses and if the employer can grant the compensatory time off.

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

(b) If a legal holiday is observed on a day which is not normally a scheduled workday and the employee does not work that day, he or she shall receive for that day the regular workday in cash, which shall be in addition to his or her regular compensation. The Department's management will attempt to accommodate an employee's request for a compensatory tour of duty off in lieu of cash for such holiday, but may grant or deny such request based on its determination of the operating needs of the Department in relation to available staffing.

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

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

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

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

New Year's Day, January 1
 Washington's Birthday, Third Monday in February
 Memorial Day, May 30
 Independence Day, July 4
 Labor Day, First Monday in September
 Veteran's Day, November 11
 Thanksgiving Day, Fourth Thursday in November
 Christmas Day, December 25

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

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

(3) The designated rate of straight time compensatory time off shall apply for the following day:
 Martin Luther King Jr.'s Birthday, third Monday in January.

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

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

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

8. Time off for legal or administrative holidays or the day after Thanksgiving shall not be charged

against sick or annual leave.

9. An employee who is off payroll due to disciplinary suspension or absent without authorization for any portion of the scheduled workdays immediately prior to, or next following, or the day of that observed as a holiday, and who does not work on such holiday shall not be eligible for holiday compensation, unless the employee actually works on the holiday.

10. GENERAL PROVISIONS

(a) In continuous operations for purposes of computing pay and benefits, a classified employee's holiday shall begin at the time his/her regular and normal work schedule would begin on that day and shall continue for twenty-four consecutive hours.

(b) PART TIME COMPUTATIONS

(1) Part-time classified employees who do not work on a legal holiday will receive their hourly rate for the number of hours regularly scheduled for that day. Part-time classified employees who do work on a legal holiday will receive applicable holiday pay at designated rates (i.e., not prorated) for all hours worked that day, not to exceed the limits specified in this Article. Unworked legal holidays falling on a part-time employee's scheduled day off, and the floating holiday, will be compensated in direct proportion to the normal number of scheduled work hours in a pay period.

(2) A permanent part-time classified employee who works on a seasonal schedule will be entitled to payment for those holidays which occur during the period of time when working.

(c) Effective December 31, 1997, if the day following the effective date of an employee's separation from State service is observed as a legal holiday except Columbus Day, the employee will receive pay for the legal holiday, but the effective date of separation shall not be changed as a result of receiving such holiday pay.

11. If additional State Holidays are enacted in statute during the life of this Agreement, the parties agree to reopen negotiations for the limited purpose of bargaining over benefits which will apply to the observance of that holiday, if any.

12. This provision applies only to employees, in the departments or institutions specified below: who are required to work as a regularly scheduled workday on December 25, and who have a regularly scheduled day off on the date that the Christmas Holiday is otherwise actually observed, or vice-versa; and to employees who are required to work as a regularly scheduled work day on January 1, and who have a regularly scheduled day off on the date New Year's Day is otherwise actually observed, or vice versa. For such employees only, December 25, and January 1, shall be considered the holiday for purposes of holiday pay computation, rather than the dates on which such holidays are otherwise observed.

This provision applies only to employees at the Vermont Veteran's Home; Correctional Facilities at Windsor, Woodstock, St. Johnsbury, St. Albans, So. Burlington, and Rutland (and Newport or St. Johnsbury Work Camp if applicable); Woodside Youth Center; Department of Public Safety's State Police Officers and Clerk Dispatchers and the Vermont State Hospital.

ARTICLE 23**TUITION REIMBURSEMENT**

The Department of Public Safety will maintain its tuition reimbursement program as follows:

1. (a) Employees may be eligible for tuition reimbursement not otherwise reimbursed from other sources for the following:

(1) Post-secondary courses taken at a properly accredited educational institution which will, as determined by the Commissioner, increase such employee's expertise in his or her present position, or other positions in the bargaining unit, or which is related to the next higher promotional position outside the bargaining unit.

(2) All courses required by a criminal justice degree program, or other degree program as may be approved by the Commissioner.

(b) The maximum reimbursement per credit shall be the actual tuition or an amount equal to the tuition for a similar course offered at a Vermont State supported educational institution, whichever is less. In no event shall tuition reimbursement exceed twelve (12) college credits, or equivalents, per year. The Department may, if it deems it advisable and if there are sufficient funds available, agree to reimburse up to eighteen (18) college credits, or equivalents, per year.

2. (a) A written application must be made through channels to

the Commissioner prior to enrollment in a course of study stating the basis for the request for reimbursement. Within 20 calendar days a response will be made in writing as to whether or not the Department will provide reimbursement, subject to the availability of funds. The Department may enter into agreements with colleges for voucher arrangements where the approved tuition can be paid directly to the college on completion of the course with a passing grade. No such agreement shall obligate the state for any expenses not otherwise reimbursable under this Article.

(b) In order to secure reimbursement the employee must complete the course of study and maintain a course grade of not less than "C". Written proof of payment of tuition must be submitted to the Department along with a copy of the final grade received. In unusual circumstances where the State is not able to enter into agreements with the institution for direct payments, the State will grant an advance to the employee. Employees who do not complete the course, or complete with a passing grade, shall reimburse the Department in full.

3. Approved courses shall be taken during off-duty hours. The Department may approve an adjustment of an individual employee's working schedule to attend such courses, but the Department shall be under no obligation to do so.

4. The operation of this program is subject to the availability of funds, not to exceed \$20,000 each year. Continuation of this benefit beyond the termination date of this Agreement shall be contingent upon the renegotiation of this benefit and specific funding provided as a result thereof.

5. If funds made available are not sufficient to meet all requests which would otherwise be approvable, the Department may prorate the available funds among the total approvable requests or may limit approvals to the amount available.

ARTICLE 24**OCCUPATIONAL SAFETY AND HEALTH LAWS**

1. Where protective clothing or safety equipment is required by state or federal laws or regulations applicable to State employees covered by this Agreement, the State shall provide this clothing and equipment at no cost to the employees. The wearing of protective clothing or safety equipment shall conform to VOSHA standards.
2. Time spent by employees accompanying VOSHA compliance officers during inspection tours of work places shall be considered hours actually worked for the purposes of determining eligibility for overtime compensation.
3. The State shall comply with VOSHA and other State and federal statutory safety and health requirements. Nothing in this Article shall be deemed to prevent the State from promulgating safety rules in excess of VOSHA or federal requirements, provided, however, the reasonableness of any such rule may be grieved under Section 3 of AGENCY, DEPARTMENT AND INSTITUTION WORK RULES Article. The fact that a safety rule exceeds VOSHA or federal requirements shall not by itself be evidence of unreasonableness.
4. Complaints over health and safety concerns or over non-compliance with VOSHA or other such statutory requirements are not grievable but shall be referred to the Safety and Health Maintenance Committee.
5. Failure to wear required protective clothing or to use required safety equipment, other than in situations where the requirement is conditional on employee discretion, shall be considered as a prima facie case of employee negligence.
6. The employer shall make available at the duty station a form for the employee to report safety hazards and to receive a copy of the report filed. An employee or group of employees who complain or refer questions on job safety or health hazards, in good faith, to the employer, the VSEA, VOSHA, NIOSH (National Institute for Occupational Safety and Health) or any other relevant government agency shall not be discriminated against, intimidated or harassed therefore. Complaints of such discrimination, intimidation or harassment shall be processed under the grievance procedure.
7. Whenever the State received written notification regarding the hazardous nature of a material or substance as outlined in the MSDS from VOSHA, NIOSH, a vendor/manufacturer, or any other agency with expertise in identifying hazardous substances, the State shall make available to affected employees information as to where such material is stored or utilized, the potential health risks associated with such materials, and how to reduce such risks.
8. The State shall make a good faith effort to accommodate a request for reassignment from:
 - (a) Pregnant women and women of child-bearing age who work with or near material which is known to have detrimental effects upon pregnancy or for men or women in the case of fertility.
 - (b) Any employee who is disabled from performing regularly assigned duties because of

allergies or respiratory ailments arising from work with or near any substance or agent causing the disability.

9. An employee who believes (s)he is being required to drive or operate unsafe vehicles or equipment shall report the condition immediately to his or her supervisor for appropriate action. The employee shall file a report describing the unsafe condition in accordance with the procedure of Section 6 of this Article at his or her earliest convenience.

10. An employee who establishes a reasonable fear of death or serious injury resulting from performance of an assigned task shall be exonerated from a charge of insubordination or violation of the rule, "work now, grieve later". This section shall not excuse non-performance of duty when risk of death or injury is an inherent part of the job.

11. Any established Labor-Management Committee may function as an ad hoc safety committee to discuss concerns over work place hazards or adverse health reactions emanating from the work. Issues concerning the use of video display terminals and rest breaks for VDT operators may also be subjects for Labor-Management Committee consideration. Both parties shall cooperate in requesting and complying with safety and health recommendations from the State Loss Prevention Coordinator(s) to prevent and remediate health problems arising from the work site.

12. Any employee required to participate in the handling, cleaning or removal of asbestos shall be provided with proper training, equipment, and health status monitoring by the State, all in accordance with the State's Asbestos Policy Committee guidelines.

13. Pursuant to VOSHA requirements, or the recommendations of the joint Labor Management Committee and/or the Commissioner of Health, the State will provide protective outer garments for State employees whose duties require them to: perform strip searches; handle body fluids, hazardous chemicals or materials; or to come in contact with contagious diseases or persons. Material Data Safety Sheets, as may be required to be maintained by statute, shall be available to VSEA Stewards or staff at affected work sites.

14. SAFETY AND HEALTH MAINTENANCE COMMITTEE

(a) There shall be a statewide safety and health maintenance committee consisting of four (4) representatives selected by the VSEA and four representatives selected by the State. The Committee shall select a Chairperson from among its members;

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

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

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

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

(4) Identification of safety training needs and the initiation of appropriate training efforts, which

may include the solicitation of available grant funds.

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

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

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

15. WATER/TOILETS

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

16. AIR QUALITY

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

ARTICLE 25
ANNUAL LEAVE

1. PURPOSE

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

2. POLICY

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

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

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

(d) Accruals and caps are as follows:

(1) A classified employee shall be credited with six days of annual leave upon completion of his or her first six months of service.

YRS.	ACCRUAL RATE/ pay period	ACCUMULATION CAP
0-5	.46 days	30 days
5-10	.58	35
10-15	.69	40
15-20	.77	42.5
20-30	.81	45
30+	.92	45

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

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

A "day" of annual leave, or portion thereof, as that term is used throughout this Agreement shall be defined as the number of hours that is consistent with the provisions of the payroll procedures.

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

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

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

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

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

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

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

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

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

(m) A classified employee granted leave of absence without pay may use his or her accumulated annual leave before entering upon leave of absence status, or he or she may request that it be retained in his or her account until return to active duty. In the instance of a classified employee granted a leave of absence as provided by law to accept an appointive position in the executive department, annual leave credits shall be paid in a lump sum concurrent with the effective date of the leave of absence, unless options otherwise outlined in Leave of Absence Article are elected. This provision shall not apply to a classified employee performing the duties of an appointive position on an interim basis while remaining in his or her classified position.

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

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

(p) Effective January 1, 1993, up to 20 days of Annual leave accrued by an employee separating from the State classified service shall be paid as a lump sum with the final payment for active service. Employees separated on account of death or for State Retirement shall have all their annual leave balances paid as a lump sum. A separating employee who has been in an on payroll status for all of his or her regularly scheduled work days of the final payroll period of employment, shall be entitled to annual leave accrual for that payroll period.

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

3. RESPONSIBILITIES

(a) The employee shall:

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

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

(b) The appointing authority shall:

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

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

ARTICLE 26**SICK LEAVE****1. PURPOSE**

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

2. POLICY

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

(a) Accrual

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

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

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

YRS of Service	Accrual Rate
0-5	.46/days per pay period
5-10	.58
10-20	.69
20-30	.81

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

A "day" of sick leave, or portion thereof, as that term is used throughout this Agreement shall be defined as the number of hours that is consistent with the provisions of the payroll procedures.

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

(2) A part-time classified employee earns leave on a pro-rated basis. For example, an

employee who works a half-time schedule earns one-half of the regular accrual per pay period of sick leave; if he or she worked four days a week, he or she would earn four-fifths of the regular pay period accrual, etc.

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

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

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

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

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

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

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

(b) Use of sick leave

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

(2) The use of sick leave credits may be authorized by an appointing authority or his or her

delegated representative to permit a classified employee to be absent from duty due to death or illness in his or her immediate family. Such absences shall normally be limited to three workdays, which should be sufficient time in which to make funeral arrangements and to attend to family matters, or in instances of family illness, to arrange for continued care of the ill family member. In unusual circumstances, the appointing authority may authorize use of additional sick leave credits up to two workweeks.

(3) An employee who has an accumulated sick leave balance shall be authorized its use although recovery and return to duty is impossible. However, periodically, at the request of the appointing authority or representative, the disability or illness and inability to perform position requirements, must be certified to by a licensed physician or osteopath. No sick leave shall be authorized beyond mandatory retirement age under the retirement system (3 VSA 264).

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

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

(6) An appointing authority, or delegated representative, may require, when there is sufficient reason, the submission of a certificate from a physician or other evidence to: (1) justify the approval of sick leave; (2) furnish evidence of good health and ability to perform work without risk to self, co-workers, or the public as a condition of returning to work. Whenever a doctor's certificate is required, as a condition of approval of sick leave usage, the time period for such requirements shall not normally exceed six months (unless specifically imposed for a lesser period of time), and may be extended for up to an additional six month period of time.

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

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

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

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

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

(11) When a classified employee is awarded weekly compensation under the provisions of the

Workers' Compensation Act, he or she may be granted sick leave, or annual leave when sick leave credits are exhausted, to the extent of the difference between such compensation and his or her regular weekly rate.

3. RESPONSIBILITIES

(a) The employee shall:

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

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

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

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

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

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

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

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

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

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

ARTICLE 27**SICK LEAVE BANK**

Employees with negative sick leave balances shall not accrue additional sick leave until the negative leave balance has been eliminated. Any loan unpaid at time of termination of employment will be deducted from the employee's final paycheck.

State Police Unit members may donate up to fifty (50) percent of their annual leave entitlement to a long-term disability sick leave bank, provided that each member retains at least ten annual leave days after such donation is made. The bank is for the benefit of a Unit member who is absent on account of non-job related, long-term disability and who has used all his or her sick leave, whether or not such employee has contributed to the bank or is expected to return to work. This Section shall not enlarge an employee's right to continuing employment under pre-existing statute, contract provision, or regulation.

The Bank will commence to operate on July 1, 1990, and continue on a calendar year basis from January 1, 1991. It will be administered by the Department Labor Management Committee.

Unit members will be notified of the month in which donations may be made, once per calendar year. Not more than 150 unused bank days may be carried over from calendar year to calendar year.

ARTICLE 28**MEDICAL EXPENSES**

1. Employees exposed to hazardous physical, biological, or chemical agents shall be provided, at no cost to the employee, with medical examinations or evaluations required by VOSHA regulations. If there are no specific VOSHA regulations or standards for the agent in question, recommendations of the National Institute of Occupational Safety and Health or other generally recognized expert organization shall be used, as determined by the Commissioner of Health.
2. Employees determined by the Health Department to be at substantial risk for exposure to contagious diseases shall be provided appropriate vaccines. Groups at risk will be defined by the Vermont Department of Health. If no guidelines have been published by the Department of Health, the guidelines published by the Center for Disease Control in Atlanta, Georgia, will apply. Vaccines and/or appropriate medical examinations will be provided at no cost to the employee according to applicable guidelines.
3. Any Department wishing to implement a Medical Monitoring Program on or after July 1, 1990, shall do so by conferring with the Health Department, and the Department of Personnel. Prior to implementation, the Department of Personnel shall notify VSEA. The parties shall meet within 10 days (unless mutually extended) after a request for negotiations by either party and thereafter on a regular basis for a period not exceeding 45 calendar days, after which the State may implement the program, whether or not the parties have bargained to genuine impasse. The VSEA shall retain all statutory impasse procedure rights as may be lawfully available to VSEA during the life of this Agreement, provided, however, the State at any time may withdraw its proposed medical monitoring program or terminate without further bargaining a medical monitoring program previously implemented, in which case, such retained statutory impasse procedure rights are extinguished.

ARTICLE 29**INJURY ON THE JOB**

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

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

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

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

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

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

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

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

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

An employee who, due to a job-related or non job-related, injury is separated from his or her position, but is not retired, shall be granted RIF reemployment rights under the RIF article with the 90-day probationary period. The employee must meet minimum qualifications and be able to perform the duties of the position to which he or she is being reemployed. Such employee will be eligible for health benefit coverage under Section 25 of the Reemployment Rights (Recall Rights) article. If the State determines that an employee is disabled as defined by the

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

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

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

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

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

**ARTICLE 30
OFF PAYROLL AND ADMINISTRATIVE
LEAVES OF ABSENCE**

1. POLICY

- (a) A leave of absence may only be granted to a classified employee who can be expected to return to work provided that, in the opinion of the Commissioner of Personnel upon advice of the appointing authority, the leave of absence is in the overall best interests of the employee and clearly not detrimental to the State of Vermont. This Article, unless specified, does not apply to employees in original probationary period.
- (b) An administrative leave of absence may be granted:
- (1) to permit the employee to accept an exempt appointment; or
 - (2) to enable the employee to perform the duties of a Commissioner for an interim period; or
 - (3) to enable the employee to stay with family for an extended period due to serious illness or injury to a member of the immediate family or other family emergency when the employee does not elect to have such absence charged to annual leave or has no annual leave; or
 - (4) to permit an employee to accept temporary assignment with another unit of government in accordance with the provisions of the Federal Intergovernmental Personnel Act, and Title 1, VSA 821, et seq.; or
 - (5) any other justifiable reason at the request of the employee and with the concurrence of the appointing authority and the Commissioner of Personnel.
- (c) An administrative leave of absence for personal medical reasons may be granted to an individual in original probation as outlined above, provided that such leave will automatically extend the original probationary period for at least the length of the leave, to ensure the working test period for full performance of the job has been met.
- (d) An employee shall not be granted a leave of absence from a classified position to accept a temporary position or a contractual arrangement in Vermont State government. However, nothing shall prohibit the appointing authority from recommending, and the Personnel Commissioner granting, a leave to accept a limited service classified position in a different or same department or agency.
- (e) An employee granted a leave of absence without pay shall not receive annual and sick leave credits for the period of absence, nor shall such time be counted in determining the rate of annual and sick leave accrual and reduction in force rights.
- (f) All leaves of absence must be approved in advance and must be for a definite period of time with an established date for return to duty, which, on request of the employee, may be extended or shortened at the sole discretion of the appointing authority.
- (g) No leave shall be granted for a period longer than six months, but such leave may be extended under the same conditions not to exceed an aggregate of eighteen (18) months in a five-year period of employment. However, an employee injured on the job may be granted leave for up to two years in a five-year period and shall not be denied such, extra leave solely because a claim under Workers Compensation is being contested. An employee granted leave in accordance with the provisions of the Federal Intergovernmental Personnel Act shall be granted leave for a two-year period which may be extended for an additional two years. In the event a conflict arises between the provisions of this policy and the Intergovernmental Personnel Act, the provisions of the Act shall prevail.
- (h) Exempt Employment
- (1) An employee who accepts an exempt appointment shall:
 - (i) be entitled to an indefinite leave of absence from the classified service while remaining in the exempt position. Such a leave shall not guarantee the employee's return to the previous or any other classified position.
 - (ii) Employees wishing to return may compete for vacant positions under rules of restoration, or may be appointed in compliance with Title 3, VSA 220.

(2) SALARY ON RETURN:

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

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

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

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

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

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

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

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

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

(i) An employee granted leave of absence without pay for medical reasons (unless receiving Workers' Compensation) may elect to do so only after using sick leave credits in excess of 120 hours.

(j) Off Payroll

(1) A classified employee, including those in original probationary status, may be granted time off the payroll for short periods when it is necessary to be absent from duty and the employee has no accumulated annual leave, personal leave, compensatory time off, or - in the case of a leave request for injury or illness - sick leave credits. Such off payroll time may not exceed a full pay period. Absences for less than the full pay period shall not be considered a "leave of absence". If it is anticipated that an employee will be unable to work for more than a full pay period, a leave of absence may be granted as outlined in this Article.

(2) A classified employee who does not report for work or who is absent from duty during any portion of a workday and who does not have authorization for such absence shall be considered "absent without leave". Any such absence shall be without pay, and, in addition, may be grounds for disciplinary action.

However, an absence which is not authorized in advance may be covered by a retroactive granting of leave if the circumstances warrant.

(k) A classified employee shall not accrue annual leave or sick leave if off payroll or on a leave of absence for 20 hours or more in any pay period.

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

- (m) This Article neither adds to nor subtracts from the benefits of probationary employees.
- (n) An employee who is unable to perform job duties because of extended illness or disability (more than a full pay period), and who has exhausted all but 120 hours of sick leave, and who chooses not to use annual leave, personal leave or comp time balances, upon request shall be granted a medical leave of absence for up to six months, which may also be extended with the approval of the appointing authority, as specified under paragraph g.

2. PROCEDURES

- (a) When a leave of absence or off payroll time can be anticipated in advance, the employee shall request such leave or time off as soon as possible.
- (b) The employee's request for leave shall include the reason for the absence and the anticipated period of absence.
- (c) If the employee cannot report to work due to an accident or other emergency, the supervisor shall be informed as soon as possible to avoid being considered "absent without leave" and subject to possible disciplinary action.

ARTICLE 31**EDUCATIONAL LEAVE AND CAREER DEVELOPMENT****1. EDUCATIONAL LEAVE WITH PAY**

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

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

2. EDUCATIONAL LEAVE WITHOUT PAY

Educational leave without pay may be granted on request of the employee and with approval of the appointing authority and Commissioner of Personnel.

(a) Annual leave for full time leave may be cashed in at the employee's option or retained for use on return from leave.

(b) An employee who does not return to work within thirty (30) days of completion of the authorized course of studies may be terminated from State service.

3. GENERAL PROVISIONS

(a) The Commissioner of Personnel may issue guidelines establishing procedures for application and assist departments and employees to develop criteria in formulating career development plans and criteria for approval or disapproval.

(b) For partial day absences (not to exceed 8 hours per week) and short absences of less than a full pay period, the appointing authority may authorize release time without charge to leave accruals to allow an employee to attend non-job required course work, provided such courses are either directly related to an employee's existing job duties or are consistent with a submitted career development plan approved in advance by the appointing authority and Commissioner of Personnel (or designee).

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

ARTICLE 32**MILITARY LEAVE****1. POLICY**

(a) A classified employee inducted into the Armed Forces of the United States either by draft or voluntary enlistment for active service shall be granted a leave of absence without pay for the duration of his or her active duty, and shall be reinstated to his or her position after being relieved of military duties provided that the employee:

- (1) Satisfactorily fulfilled his or her military assignment.
- (2) Left the service with four years or less of active service, unless involuntarily extended.
- (3) Applied for return to his or her position within ninety days before or after termination from active service, and,
- (4) The position or a position of like class still exists in the agency. In the event his or her position is abolished, the provisions of the reduction in force article shall apply.

(b) A classified employee entering the Armed Forces for active duty for training shall be granted a leave of absence without pay for the period of basic training, and additionally, for the period of time required to undergo training for his or her chosen military occupational specialty and for all subsequent involuntary training. Additionally, a leave of absence without pay of up to eighteen (18) months career aggregate, which includes not more than six (6) months prior to July 1, 1981, shall be granted, and additional such leave may be granted, to an employee who volunteers for additional military training in furtherance of his or her personal military career objectives. Such employee shall be reinstated to his or her position or position of like class provided that the employee:

- (1) Satisfactorily fulfilled his or her military assignment.
- (2) Applied for return to his or her position within thirty (30) days after release from active duty for training, and,
- (3) The position or a position or like class still exists in the agency.
- (4) In the event the position is abolished, the provisions of the reduction in force article shall apply.

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

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

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

(e) A classified employee on leave of absence for active service or active duty for training may receive service credits in the retirement system by special action of the Retirement Board.

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

(g) **MILITARY TRAINING.**

A permanent-status or limited-status classified employee who is a member of the Organized Reserve or National Guard shall be allowed military leave with pay, at the rate of his or her normal

base salary prorated as appropriate, for any authorized training or service up to a maximum of eleven (11) workdays scheduled by military authority in any Federal Training Year - October 1 to September 30. A permanent-status or limited-status classified employee who has more than eleven (11) days of authorized military duty scheduled in one Federal Training Year shall not be entitled to leave with pay for those days in excess of eleven (11), and shall be placed in an off payroll status, unless he or she elects to use accumulated annual, personal leave, or compensatory time leave credits for the period of absence. A permanent-status, part-time classified employee shall be granted military leave with pay for such military duty on a prorated basis. Employees who are in an off payroll status because they have exhausted all available days of paid military leave and are absent pursuant to orders for authorized training or service, are entitled to continue coverage in a health insurance plan if the orders are for thirty (30) days or less and the employee pays the regular employee percentage of premium contribution for the coverage in advance.

(h) MISCELLANEOUS MILITARY OBLIGATIONS

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

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

(i) INACTIVE DUTY TRAINING

An employee shall not be granted leave with pay for any scheduled weekly or monthly training activities nor for "equivalent training" scheduled for the convenience of the employee. However, an employee whose work schedule conflicts with scheduled drills (for example, an employee whose regular work includes Sunday) shall be granted time off either without pay or by use of his or her annual leave credits, accrued personal leave or compensatory time off, to satisfy his or her military obligations.

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

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

2. RESPONSIBILITIES

Each employee shall notify his or her supervisor as soon as possible of scheduled military obligations and obtain a copy of the military orders for his or her supervisor.

3. NO LOSS OF OTHER BENEFITS

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

ARTICLE 33

LEAVE OF ABSENCE FOR POLITICAL ACTIVITY

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

2. LEGISLATIVE LEAVE

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

3. POLITICAL ACTIVITY

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

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

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

ARTICLE 34**COURT AND JURY DUTY**

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

ARTICLE 35**PERSONAL LEAVE**

1. An employee who in any fiscal three-month period (beginning with the first full payroll period in July, October, January and April):

(a) does not use sick leave, except an employee may use up to four (4) hours of sick leave for medical examinations or routine dental appointments which cannot reasonably be made outside the employee's regular working hours; and,

(b) is not off payroll or on any type of leave of absence without pay or suspension without pay, shall be entitled to one-quarter (1.25) personal leave days. Such leave day(s) shall not be: compensable in cash; convertible to other forms of leave; or accumulated from fiscal year to fiscal year except that personal leave earned in the last quarter of the fiscal year may be used in the next succeeding three-month period, but not thereafter. Effective July 1, 1994, any unused personal leave day(s) accrued during a fiscal year, may be used in the succeeding fiscal year, but not thereafter, and shall not be compensable in cash, convertible to other forms of leave, or accumulated beyond that succeeding fiscal year.

2. No employee shall be entitled to earn more than five (5) days of personal leave days per fiscal year under the terms of section 1 above.

3. This provision does not apply to employees in an original probationary period. However, upon completion of original probation an employee shall be eligible for any personal leave credits earned during the probationary period.

4. For the purposes of this Article, a "day" of personal leave shall be defined as the number of hours that is consistent with the provisions of the payroll procedures.

ARTICLE 36

MOVING TIME

An employee will be allowed up to three(3) days paid moving leave time in connection with any geographic reassignment for the Department.

ARTICLE 37**EMERGENCY CLOSING**

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

**ARTICLE 38
SALARIES AND WAGES**

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

	Effective Date
Appendix I	July 1, 2001
Appendix II	July 14, 2002
Appendix III	July 1, 2001
Appendix IV	July 14, 2002
2. Salary is computed as an hourly rate rounded to the nearest whole cent.
3.
 - (a) Effective July 1, 2001, all employees covered by this Agreement shall receive a one step advancement in their pay grade on the salary grid in Appendix I or III as appropriate, based on rates in force on June 30, 2001. This one-time step advancement shall not alter an employee's regular step date. In addition, on the employee's next regular step date during the life of this agreement, employees who have obtained the rank of Senior Trooper, Corporal, or Sergeant prior to July 1, 2001, shall receive their regular step increase and shall also receive one additional step increase at that time. All employees shall move on step accordingly thereafter. No cost of living increase will be granted in FY 02.
 - (b) Effective July 14, 2002, all employees covered by this Agreement shall receive a 3% increase based on rates in force on July 13, 2002. Such percentage shall be applied to the salary grid, as indicated in Appendix II and IV.
 - (c) Those employees more than three (3%) percent above the maximum for their pay grade on the effective date of the July 2002 COLA shall receive a lump sum payment equivalent to three (3%) percent of their base hourly rate, annualized, and prorated for part-time employment. Lump sum payments will be made in the paycheck for the first full pay period in July, 2002.
 - (d) Employees less than 3% above the maximum of their pay grade on the effective date of the July 2002 COLA, shall receive that proportion of the COLA that will result in their placement on step 15 of their pay grade, and shall receive the difference between this base salary increase and the 3% COLA, annualized, and prorated for part-time employment, as a lump sum payment made in the paycheck for the first full pay period in July, 2002.
 - (e) Effective July 1, 2001, those employees who are permanent or limited status, classified employees on June 30, 2001, and who have an annualized salary, after the July 1, 2001 step increase is applied) which is less than \$18,720, will be paid one-fourth of the difference between their annualized salary and \$18,720 at the beginning of each calendar quarter so long as their annualized salary is still less than \$18,720 at the beginning of that calendar quarter. Effective July 14, 2002, those employees who are permanent or limited status, classified employees on July 13, 2002, and who have an annualized salary, (after the 3% 7/14/2002 increase is applied) which is less than \$18,720, will be paid one-fourth of the difference between their annualized salary and \$18,720 at the beginning of each calendar quarter so long as their annualized salary is still less than \$18,720 at the beginning of that calendar quarter. The calculation of this benefit for Part-time Employees who meet the above criteria will be prorated on the basis of the number of hours regularly worked.
4. Effective July 1, 2001, the required time on each step in the Step Pay Plan shall be as follows:

Step 1 (probation) - normally, 6 months	Step 9 - one year
Step 2 (EOP) - one year	Step 10 - one year
Step 3 - one year	Step 11 - one year
Step 4 - one year	Step 12 - two years
Step 5 - one year	Step 13 - two years
Step 6 - one year	Step 14 - two years
Step 7 - one year	Step 15 - final step
Step 8 - one year	
5. Computation of Step Dates, and requirements for step movements for the Pay plan in effect

on June 30, 1990, shall remain unchanged, except as specifically modified herein. Implementation of the changes to the time required on each step, as reflected in Section 4 above, shall be based on the day and month of the employee's next step date falling on or after July 1, 2001.

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

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

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

(a) without loss of pay; or

(b) with a percentage loss of pay pursuant to Section 6.072 of the Rules and Regulations for Personnel Administration; or

(c) with a loss of pay due solely to the fact that the employee's salary could not exceed the maximum for the lower pay grade; and who later returns within two (2) years to a position in a higher pay grade shall be considered, for purposes of salary adjustment, to be a restored employee under Section 6.077 of the Rules and Regulations for Personnel Administration.

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

9. RATE AFTER PROMOTION, UPWARD REALLOCATION OR REASSIGNMENT

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

An employee who moves, for the first time, into the Supervisory Bargaining Unit by promotion, upward reallocation or reassignment, or lateral transfer, on or after January 13, 2002, shall receive a salary increase of eight percent (8%) regardless of the number of pay grades involved. This subsection shall also apply if the movement is temporary or time limited. A temporary assignment shall not qualify as a "for first time" movement into the Supervisory Unit.

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

After placement on step in the new pay grade, the employee may advance to the next step after meeting the waiting period requirements applicable to that step (as set forth in Section 4 and 5 herein), based on the effective date of the promotion or upward reallocation.

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

(a) An employee except an employee on original probation who, while serving in a promotional probationary period, is promoted, upwardly reallocated or upwardly reassigned shall be placed on the step in the new pay grade that is:

(1) next above the employee's current rate of pay; or

(2) the result of the normal promotional increase based on the employee's most recent salary in the last position at which he or she completed any required probationary period, plus any subsequent salary adjustment;

(3) whichever is greater between 1 & 2 above.

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

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

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

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

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

14. The Commissioner of Personnel retains the following rights:

(a) Hiring Within Range

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

(b) Changing Hiring Rate

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

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

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

15. Other Adjustments

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

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

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

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

(e) If a subsequent review of the Commissioner of Personnel's recommendation for a market factor adjustment by the Commissioner of Finance and Management and/or the Secretary of Administration results in a change to the proposed adjustment, the State shall negotiate the impact of the proposed adjustment with the VSEA for up to fifteen (15) calendar days. At the end of the fifteen (15) calendar day period commencing with notice by the Commissioner of Personnel, the State may implement the adjustment without further negotiations or recourse to the statutory impasse procedures.

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

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

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

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

ARTICLE 39

PAY CHECKS

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

ARTICLE 40**HIGHER ASSIGNMENT PAY**

1. Requiring employees to perform high-level duties which are normally the duties of an employee assigned to a higher pay grade is to be held to a minimum consistent with sound management in State government.

2. From time to time, employees may be required by higher authority to take over the job of an employee assigned to a higher pay grade than their own when that higher-level employee is absent from duty. When time and circumstances permit, vacant higher-level position will be filled through the merit system under the applicable Rules and Regulations for Personnel Administration. However, because of the absence of an employee for a short period of time, and in management's judgment job continuity must be maintained, eligible employees in this bargaining unit who are required to take over the higher-level job shall receive "higher assignment pay" provided all the following criteria are met:

(a) The employee takes over the job of the higher-level employee (see paragraph 7 below for definition);

(b) The higher-level work is performed with the authorization of appropriate supervisory personnel;

(c) The position is at least one pay grade higher than the employee's own pay grade; and

(d) The employee takes over the job of the higher-level employee for one full work shift per day.

3. Effective July 5, 1992, the "higher assignment pay" rate shall be a differential rate equal to the same rate as the "rate on promotion" in the Salary article, in no event less than the minimum nor more than the maximum base rate for the position to which (s)he is assigned. The State will make a good faith effort to compensate employees for alternate rate work within thirty (30) days of the end of the pay period in which earned.

4. An employee's overtime category shall not change when (s)he works in a higher-graded position at alternate rate pay.

5. The following categories of employees shall NOT be eligible to receive "higher assignment pay" when and if they are required to work at a higher level:

(a) Employees in positions designated as "trainee" positions;

(b) Employees in automatic promotion classes;

(c) Employees whose position descriptions clearly require them as part of their duties, from time to time or on a continuing basis, to fill in for their supervisors, or to assume other higher-level duties when necessary; and

(d) Seasonal employees.

6. The Commissioner of Personnel shall, with the concurrence of the VSEA, determine those classes and/or positions which shall not be eligible for "higher assignment pay." In the event the parties cannot agree on an exclusion within three workdays of the Commissioner's request for concurrence, the Commissioner shall temporarily exclude the class or position from eligibility in order not to delay administrative processing of necessary personnel actions. The VSEA may appeal the Commissioner's temporary decision to an impartial third party jointly selected by the State and the VSEA. The decision of the third party shall be binding on the State and the VSEA. Cost involved in the appeal shall be borne by the losing party.

7. For purposes of this Agreement, the term "to take over the job of an employee in a higher-level position" means that an employee is required by appropriate higher authority to perform a majority of those duties of the higher-level job which are substantially different from his or her own normal duties, and that the employee will be held accountable for poor performance in the same manner that a newly assigned permanent employee would be held accountable for poor performance in the higher-level job.

8. It is understood that the provisions of this Agreement do not conflict with 6.076 of the Rules and Regulations for Personnel Administration, which establishes the "alternate rate" rule covering seasonal employees and those employees who are regularly scheduled to alternate between two separate sets of duties.

9. Officers below the rank of Senior Trooper placed in charge for a full shift by the appropriate authority, in the absence of any other higher ranking officer in charge, shall be eligible for higher assignment pay.

ARTICLE 41

INSURANCE ADVISORY COMMITTEE

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

**ARTICLE 42
STATE EMPLOYEE HEALTH PLANS**

1. State Employee Health Plans:

Until January 1, 2002, the State will maintain the following health insurance plans:

- (a) The State Employee Medical Benefit Plan (also known as the Choice Plus Plan);
- (b) Blue Cross/Blue Shield, a limited plan established under 3 VSA 631(b);
- (c) The MVP Health Plan, a health maintenance organization (HMO); and
- (d) The Vermont Health Plan (TVHP), a health maintenance organization (HMO);
- (e) The State may offer additional managed care health plan(s) as it deems appropriate during an open enrollment period.

Effective January 1, 2002, the health care plans referenced in subsections 1(a), 1(c), and 1(d), above, shall be abolished and shall be replaced by four plan choices as set forth in the "Report and Exhibits of the November 2000 State of Vermont Labor-Management Health Care Study Committee" (dated 12/8/2000), from which each employee may choose. The new plans are as follows: (1) an Indemnity-type plan with the common mental health and substance abuse, prescription drug, vision, and wellness benefits; (2) a Preferred Provider Organization (PPO) plan with the common mental health and substance abuse, prescription drug, vision, and wellness benefits; (3) a Point of Service (POS) plan with the common mental health and substance abuse, prescription drug, vision, and wellness benefits; and (4) a Catastrophic plan with only the common wellness benefits. One single risk pool shall be created for all covered employees. On or before July 1, 2002, the State will implement the extension of the current State Employee's Wellness Program to all covered employees and retirees (but not dependents) enrolled in one of the four new health plans. Employees receiving benefits pursuant to 3 VSA 631(b) shall not be covered by the negotiated benefits provided under the other State Employee Health Plans.

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

Except as required to effectuate the health care plan changes referenced above, the provisions of Article 42 of the 1999-2001 Agreement shall be incorporated into this Agreement.

2. Premium Share:

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

3. Insurance Pools:

If the State of Vermont is required by the Vermont Legislature to institute any insurance plan or pool, and the state employees' health plans are required to participate in such plan or pool, and the plan or pool: (1) includes a membership larger than the groups currently covered by the state employees' health plans; or (2) alters the structure of the state's current health plan offerings or their operating foundations; or (3) has an impact on plan benefits; or (4) increases premium rates; the State and VSEA agree to a limited contract reopener for the purpose of negotiating the impacts of such change. Both parties shall retain all statutory impasse rights.

4. Eligibility/Enrollment:

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

(a) Eligibility requirements:

Minimum hours working requirement for eligibility for permanent part-time employees shall be as follows: to be eligible for membership in a Plan, an employee must be certified by the appointing authority as being expected to work at least 1040 hours per year in their position. The Commissioner of Personnel may require a certificate from any appointing authority as appropriate to ascertain that any employee, or group of employees, initially meets and continues to meet this eligibility requirement. An employee who is not certified as meeting the eligibility requirement expressed herein shall not be allowed to join a Plan, and any employee initially certified as meeting the minimum

working hours requirement may stay in a Plan only so long as the reasonable expectation of working at least 1040 hours per calendar year continues. No membership will be terminated under this section without reasonable notice and an opportunity for hearing before the Commissioner of Personnel. Permanent part-time employees in an inactive status (i.e., a regular or irregular layoff due to seasonal needs or lack of work) who continue to meet Plan eligibility requirements may remain in the Plan, but they shall be responsible for payment of the entire premium in advance of the due date to the Department of Personnel, Employee Benefits & Wellness Division. For purposes of continued participation in the Plan, employees under this section shall be governed by the same rules provided for employees in unpaid, non-medical leave of absence status.

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

(b) Open Enrollment Period:

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

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

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

(d) Enrollment Form:

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

(e) Enrollment Exceptions:

For purposes of this subsection, the term "spouse" shall be synonymous with legal civil union partner or bona fide domestic partner. Except in the case of new hire, marriage, legal civil union, bona fide domestic partnership, childbirth or adoption, divorce, dissolution of a legal civil union or a bona fide domestic partnership, death of a spouse, or spouse's job loss, enrollment will not be permitted outside the open enrollment period. An employee covered by one of the Plans shall not be allowed to change Plans outside the open enrollment period except in case of a permanent change of residence of such employee to a service area not covered by the managed care plan in which the employee is enrolled.

(f) Eligibility for Health Coverage - RIF:

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

Thereafter, former employees who remained as members of the Plan shall be eligible to remain in the Plan so long as they continue to make required payment of the entire premium in advance of the due date to the Department of Personnel, Employee Benefits & Wellness Division. This benefit and privilege shall continue for the period of RIF status, not to exceed two years from the effective date of separation. Any member under this section who drops or loses health insurance coverage, either voluntarily or by failing to pay the premium, shall not be eligible to re-enroll in the insurance plan during the remainder of their RIF status (although such former members may elect to be covered, in

accordance with Plan rules, upon return to active State service through exercise of RIF rights). An employee who returns to active employment after a layoff shall not be eligible to enroll in any plan other than the plan in which the employee was enrolled at the time (s)he left active employment. All eligible dependents at the time of re-enrollment shall be eligible for coverage.

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

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

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

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

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

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

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

(i) State employees covered under 3 VSA ¶631(b) shall also be covered by this Section 4 (a – h), so long as such provisions are not prohibited by any such plan.

5. Self Insurance

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

6. Choice Plus benefits and requirements in effect on June 30, 2001, shall continue in force until the termination of the Choice Plus plan.

7. PRE-TAX PREMIUM PAYMENT

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

8. FLEXIBLE SPENDING ACCOUNT

The parties agree that the State shall have the right to use State Employee Health Plan funds

to cover the administrative costs of operating the medical and dependent care flexible spending account programs.

9. PLAN ADMINISTRATION

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

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

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

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

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

(e) VSEA shall have a reasonable opportunity to review any subsequently drafted plan booklet prior to publication.

ARTICLE 43**LIFE INSURANCE**

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

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

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

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

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

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

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

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

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

8. In addition to any life insurance benefits generally provided under this Article, when an employee dies while on duty but his or her beneficiary upon application, is determined

ineligible to receive the death benefit provided under federal law for trauma-related death in the line of duty, the State shall pay a special death benefit equal to one-half of the death benefit provided under federal law to such beneficiary designated under federal law, contingent upon appropriation by the Legislature.

9. Initial enrollment in the Life Insurance program shall be done within the first 60 days of employment.

10. In addition to any death benefit which may be payable by the State under Section 8, the State shall reimburse the tuition cost at any Vermont State College or University of Vermont for the dependent child(ren) or spouse (widow or widower) an any unit member who dies while on duty, subject to the following:

(a) Tuition reimbursement for dependent child(ren) shall be limited to courses taken after the death of the unit member, during the four (4) year period following high school graduation.

(b) Tuition reimbursement for the widow or widower, who has not remarried, shall be limited to courses taken prior to the expiration of the fourth year following the death of the unit member.

(c) This contract provision shall include the children/spouse of any unit member who died while on duty, retroactive to the year 1992.

(d) Tuition reimbursement shall be payable from the Department of Public Safety's budget appropriation.

ARTICLE 44
DENTAL INSURANCE

1. Except as modified in paragraph 2, below, the State of Vermont Employee Dental Assistance Plan effective July 1, 2001, shall be at least substantially equivalent to the benefits under the Plan in effect on June 30, 2001, including the provision that there shall be a one year limit (based on the actual date of service) for the filing of claims.
2. Effective July 1, 2001, the dollar amounts of the maximum covered dental expenses in the Schedule of Dental Services shall be whichever is higher: (a) the schedule in force on July 1, 1986; or (b) a revised schedule providing 80% (for Class II) and 50% (for Class III) and 50% (for Class IV) of the average charges in effect on or about April 1, 2001, in the State of Vermont as determined by the Plan's insurer or claim service provider.

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

Effective July 1, 1996, the maximum amount payable for each individual for Class I, II, and III dental services during a plan year shall be \$1,000.
3. The State shall pay one hundred percent of the premium for the dental insurance policy for employees, and their dependents, as defined in 3 VSA 631 (a)(3).
4. Any surplus in the dental insurance plan shall be under the exclusive control of the State to be spent for any purpose, either for the Plan or any improvement in plan benefits, or for purposes outside of the Plan.
5. Each eligible employee shall be provided with a revised copy of the Dental Assistance Plan booklet. VSEA shall have a reasonable opportunity to review the booklet prior to publication.
6. Upon restoration to permanent status within two (2) years after a termination of employment other than by dismissal, an employee may re-enter the dental plan without a waiting period. Employees on leave of absence to serve in the Legislature shall retain their dental insurance for the duration of the leave.

ARTICLE 45**WELLNESS PROGRAM**

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

ARTICLE 46

EXPENSES REIMBURSEMENT

1. All State employees, when away from home and office on official duties, shall be reimbursed for actual expenses incurred for travel accommodations, postage, parking, tolls, telephones, telegraph, express, other incidentals, and reasonable subsistence as detailed below. However, effective July 1, 1994, no State Police Bargaining Unit employee shall be eligible for the reimbursement of any in-state, mid-tour meal. Expenses shall be paid out of the appropriations made for the support of the respective departments.

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

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

Effective July 4, 1999				
	IN-STATE		OUT-OF-STATE	
	Breakfast	\$4.15	Breakfast	\$6.25
			Lunch	7.25
	Dinner	12.85	Dinner	18.50

(a) Out-of-State Travel

(1) Approval will be required before incurring reimbursable expenses, by the Commissioner or his or her designee, or, in emergency situations, by a division head, or designee, for a period not to exceed one day.

(2) Travel reimbursement for air, rail, bus, and/or car rental will be made only if prior approval by the Commissioner, or designee, has been secured.

(3) The maximum allowance reimbursement for subsistence shall be the out-of-state meal reimbursement schedule.

(b) The State may require the submission of receipts for any of the above expenses.

(c) The maximum allowable reimbursement for lodging shall be the government rate offered by the facility providing overnight accommodations to employees.

(d) Payments hereunder shall not be considered part of any employee's base hourly rate of pay for any purpose.

ARTICLE 47**MILEAGE REIMBURSEMENT**

1. For authorized automobile mileage actually and necessarily traveled in the performance of official duties, a State employee shall be reimbursed at the rate established by the GSA, unless the employee is traveling in a State-owned or leased vehicle.
2. The Labor Management Committee shall be utilized as a discussion vehicle for exploring the suggestions of both parties concerning energy conservation, reduction of energy costs and appropriate incentive therefore.
3. Beginning July 1, 1987, the "constructive travel doctrine" (i.e., where the normal commutation distance between an employee's home and his or her official duty station is deducted from mileage incurred in the course of business under certain circumstances) shall be abolished. Administrative rules and policies regarding mileage reimbursement shall be modified in accordance with this Article.

ARTICLE 48**OFFICE ALLOWANCE****1. EMPLOYEES**

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

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

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

2. Outpost Troopers eligible to receive an office allowance shall receive the rate of \$57.69 per pay period, as above, so long as they are so assigned.

ARTICLE 49**CLOTHING ALLOWANCE****1. UNIFORMS AND CLOTHING**

(a) Each employee shall receive a standard uniform issue as defined in the Vermont State Police Operations Manual, which shall include a dress blouse.

2. CLOTHING ALLOWANCE AND CLEANING

(a) An employee who is assigned to duty for which the Department requires civilian clothing on an assignment expected to last at least one year will receive a clothing allowance of \$500 up front at time of initial assignment and \$130 per quarter, commencing with the first fiscal quarter after the initial assignment.

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

(b) An employee who is assigned to duty for which the Department requires civilian clothing on an assignment not expected to last at least one year shall be paid \$1.50 for each required civilian clothes workday during such quarter. A new assignment cycle starts at the beginning of each fiscal year. The Pownal racetrack assignment is understood as a full-year assignment for purposes of clothing allowance and cleaning.

(c) The Department will pay to the full-time canine trainer a clothing allowance of \$270 up front at time of initial assignment and \$70 at the beginning of each fiscal quarter commencing with the first fiscal quarter after the anniversary date of receipt of the up front payment.

ARTICLE 50

REDUCTION IN FORCE

1. PURPOSE

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

2. NOTICE TO VSEA

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

At least thirty (30) days before the effective date of any reduction in force and five days before any employee is officially notified of a layoff, the VSEA will be given a list of affected classes and of employees selected for layoff, and given the opportunity to discuss alternatives.

3. The following employees do not have rights as provided for in this Article unless otherwise stated:

- (a) provisional employees;
- (b) employees in their original probationary periods;
- (c) employees with limited status, including employees who voluntarily accept a promotion, transfer, or demotion from a permanent position to a limited service position, and,
- (d) other employees who do not have permanent status.

4. Notwithstanding Section 3,(c and d)

(a) An employee with limited status in a limited service position has rights under this Article after three consecutive years in one or more limited service position(s).

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

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

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

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

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

(1) Employees shall be selected for layoff within rank in reverse order of seniority, calculated as length of service in the current rank plus any continuous prior service in a higher rank. A Lieutenant who is identified for layoff may bump into the State Police Bargaining Unit. The employee with the least seniority in the higher rank may bump a less senior employee who is the most junior in the next lower rank. The employee with the next higher seniority in the higher rank may bump a less senior employee with the next higher seniority in the new lower rank.

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

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

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

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

(1) Advise the appointing authority and the Department of Personnel of an interest in employment

with the State and availability and willingness to work, by filing an updated employment application and establishing reemployment parameters with the Department of Personnel;

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

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

(f) Reemployment rights will terminate if (s)he:

(1) Accepts any offer of reemployment with the State; or

(2) Fails to fulfill obligations under paragraph d above; or

(3) Declines three mandatory offers of reemployment.

6. Beginning thirty days (30) immediately prior to the effective date of the layoff and continuing for two years beyond such effective date, employees in the State Police Unit who are in a Reduction in Force status will have mandatory reemployment rights to vacant State Police Bargaining Unit positions, or to positions in the Non-Management, Corrections, and Supervisory Units only if there are no employees in those units having a priority claim to such vacancies (i.e., only if the Non-Management/ Corrections/ Supervisory reemployment lists have been exhausted). Reemployment rights shall apply if: such positions are at the same or lower pay grade as the position from which laid off; and if the employee meets the minimum qualifications for the position; and if the employee has indicated a desire and willingness to accept the job by stating so in "parameters" established with the Department of Personnel before implementation of these reemployment rights can begin.

Notwithstanding the above, management shall have the right to first promote permanent status employees from within the classified service to fill vacant classified bargaining unit positions, so long as such promotions produce a different vacant bargaining unit position which management intends to fill.

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

Employees reemployed to a position in a lower pay grade shall be treated in the same manner as a reallocation downward for pay adjustment purposes, subject to the maximum of the new grade. An employee who bumps into the next lower rank shall be paid as if voluntarily demoted to such position.

7. A laid off employee who no longer has mandatory or reemployment rights under Section 6 of this Article, may be placed at the top of any register/hiring certificate of State Promotional candidates if in the remainder of the two year period for mandatory reemployment rights:

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

(b) The employee meets the minimum qualifications; and

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

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

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

9. An employee who is reemployed, pursuant to the reduction in force rights of this Article, into a limited service position shall retain mandatory reemployment rights, but limited to the remaining number of mandatory reemployment offers and time limitations that the employee has under Section 6 of this Article.

10. If the class from which the employee was laid off has been reassigned to a higher or lower pay

grade between the time the employee was laid off and the time a job offer is made pursuant to this Article, the employee has reemployment rights at the higher pay grade.

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

- (a) Be paid for all earned annual leave in a lump sum up to a maximum of 20 days with final payment for services; or
- (b) Keep up to one-half of annual leave credits up to a maximum of 10 days for up to four months from the effective date of separation.
- (c) If the employee retains annual leave credits and is reemployed by the State within four months, that retained annual leave balance will be reinstated.
- (d) If the employee retains annual leave credits and is not reemployed by the State within the four months, or requests payment before an offer of mandatory employment is accepted, that annual leave will be paid in a lump sum at the hourly rate in effect when the employee was laid off.

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

- (a) An employee who is rehired under Section 6 shall have the sick leave credits accumulated up to the time of layoff, restored.
- (b) An employee on sick leave at the time he or she is laid off, who is totally and permanently unable to work due to a non-job-related disability and is ineligible for disability retirement shall:
 - (1) Be entitled to retain one-half of accumulated sick leave credits up to a maximum of 120 days.
 - (2) Be kept on the payroll at the same rate of pay as if (s)he had not been laid off, until his or her retained accumulated leave credits have been used.
 - (3) The effective date of the reduction in force is not altered by payment of this leave time.
 - (4) The State at its option may request a physician or physicians to confirm the nature and extent of the illness, at the State's expense.
- (c) An employee who is totally and permanently unable to work as a result of a job-related injury or illness and is ineligible for disability retirement shall:
 - (1) Be entitled to retain all accumulated sick leave credits.
 - (2) Be kept on the payroll at the same rate of pay as if he or she had not been laid off, until his or her retained accumulated leave credits have been used.
 - (3) The effective date of the reduction in force is not altered by payment of this leave time.
 - (4) The State at its option may request a physician or physicians to confirm the nature and extent of the illness, at the State's expense.
- (d) Notwithstanding b or c above, if an employee is laid off because the department lacks funds the employee will not be entitled to sick leave credits. In this event, the State shall petition the proper authority for the necessary money to provide the laid-off employee with sick leave pay in accordance with subsections b and c of this Section.

13. A former permanent status employee who is actually laid off and then reemployed, in accordance with Section 6 or 7 above, shall be considered to have continuous State service, but shall not accrue seniority for the period of separation from State service.

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

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

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

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

18. An employee covered by this agreement who, after being involuntarily designated or assigned to a "confidential" position, on or after July 1, 1984, is laid off from that position will be placed on the RIF

recall list with bargaining unit seniority frozen at time of leaving the bargaining unit.

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

20. Health Insurance Coverage.

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

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

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

ARTICLE 50

REDUCTION IN FORCE

1. PURPOSE

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

2. NOTICE TO VSEA

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

At least thirty (30) days before the effective date of any reduction in force and five days before any employee is officially notified of a layoff, the VSEA will be given a list of affected classes and of employees selected for layoff, and given the opportunity to discuss alternatives.

3. The following employees do not have rights as provided for in this Article unless otherwise stated:

- (a) provisional employees;
- (b) employees in their original probationary periods;
- (c) employees with limited status, including employees who voluntarily accept a promotion, transfer, or demotion from a permanent position to a limited service position, and,
- (d) other employees who do not have permanent status.

4. Notwithstanding Section 3,(c and d)

(a) An employee with limited status in a limited service position has rights under this Article after three consecutive years in one or more limited service position(s).

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

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

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

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

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

(1) Employees shall be selected for layoff within rank in reverse order of seniority, calculated as length of service in the current rank plus any continuous prior service in a higher rank. A Lieutenant who is identified for layoff may bump into the State Police Bargaining Unit. The employee with the least seniority in the higher rank may bump a less senior employee who is the most junior in the next lower rank. The employee with the next higher seniority in the higher rank may bump a less senior employee with the next higher seniority in the new lower rank.

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

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

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

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

(1) Advise the appointing authority and the Department of Personnel of an interest in employment

with the State and availability and willingness to work, by filing an updated employment application and establishing reemployment parameters with the Department of Personnel;

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

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

(f) Reemployment rights will terminate if (s)he:

(1) Accepts any offer of reemployment with the State; or

(2) Fails to fulfill obligations under paragraph d above; or

(3) Declines three mandatory offers of reemployment.

6. Beginning thirty days (30) immediately prior to the effective date of the layoff and continuing for two years beyond such effective date, employees in the State Police Unit who are in a Reduction in Force status will have mandatory reemployment rights to vacant State Police Bargaining Unit positions, or to positions in the Non-Management, Corrections, and Supervisory Units only if there are no employees in those units having a priority claim to such vacancies (i.e., only if the Non-Management/ Corrections/ Supervisory reemployment lists have been exhausted). Reemployment rights shall apply if: such positions are at the same or lower pay grade as the position from which laid off; and if the employee meets the minimum qualifications for the position; and if the employee has indicated a desire and willingness to accept the job by stating so in "parameters" established with the Department of Personnel before implementation of these reemployment rights can begin.

Notwithstanding the above, management shall have the right to first promote permanent status employees from within the classified service to fill vacant classified bargaining unit positions, so long as such promotions produce a different vacant bargaining unit position which management intends to fill.

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

Employees reemployed to a position in a lower pay grade shall be treated in the same manner as a reallocation downward for pay adjustment purposes, subject to the maximum of the new grade. An employee who bumps into the next lower rank shall be paid as if voluntarily demoted to such position.

7. A laid off employee who no longer has mandatory or reemployment rights under Section 6 of this Article, may be placed at the top of any register/hiring certificate of State Promotional candidates if in the remainder of the two year period for mandatory reemployment rights:

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

(b) The employee meets the minimum qualifications; and

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

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

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

9. An employee who is reemployed, pursuant to the reduction in force rights of this Article, into a limited service position shall retain mandatory reemployment rights, but limited to the remaining number of mandatory reemployment offers and time limitations that the employee has under Section 6 of this Article.

10. If the class from which the employee was laid off has been reassigned to a higher or lower pay

grade between the time the employee was laid off and the time a job offer is made pursuant to this Article, the employee has reemployment rights at the higher pay grade.

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

- (a) Be paid for all earned annual leave in a lump sum up to a maximum of 20 days with final payment for services; or
- (b) Keep up to one-half of annual leave credits up to a maximum of 10 days for up to four months from the effective date of separation.
- (c) If the employee retains annual leave credits and is reemployed by the State within four months, that retained annual leave balance will be reinstated.
- (d) If the employee retains annual leave credits and is not reemployed by the State within the four months, or requests payment before an offer of mandatory employment is accepted, that annual leave will be paid in a lump sum at the hourly rate in effect when the employee was laid off.

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

- (a) An employee who is rehired under Section 6 shall have the sick leave credits accumulated up to the time of layoff, restored.
- (b) An employee on sick leave at the time he or she is laid off, who is totally and permanently unable to work due to a non-job-related disability and is ineligible for disability retirement shall:
 - (1) Be entitled to retain one-half of accumulated sick leave credits up to a maximum of 120 days.
 - (2) Be kept on the payroll at the same rate of pay as if (s)he had not been laid off, until his or her retained accumulated leave credits have been used.
 - (3) The effective date of the reduction in force is not altered by payment of this leave time.
 - (4) The State at its option may request a physician or physicians to confirm the nature and extent of the illness, at the State's expense.
- (c) An employee who is totally and permanently unable to work as a result of a job-related injury or illness and is ineligible for disability retirement shall:
 - (1) Be entitled to retain all accumulated sick leave credits.
 - (2) Be kept on the payroll at the same rate of pay as if he or she had not been laid off, until his or her retained accumulated leave credits have been used.
 - (3) The effective date of the reduction in force is not altered by payment of this leave time.
 - (4) The State at its option may request a physician or physicians to confirm the nature and extent of the illness, at the State's expense.
- (d) Notwithstanding b or c above, if an employee is laid off because the department lacks funds the employee will not be entitled to sick leave credits. In this event, the State shall petition the proper authority for the necessary money to provide the laid-off employee with sick leave pay in accordance with subsections b and c of this Section.

13. A former permanent status employee who is actually laid off and then reemployed, in accordance with Section 6 or 7 above, shall be considered to have continuous State service, but shall not accrue seniority for the period of separation from State service.

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

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

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

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

18. An employee covered by this agreement who, after being involuntarily designated or assigned to a "confidential" position, on or after July 1, 1984, is laid off from that position will be placed on the RIF

recall list with bargaining unit seniority frozen at time of leaving the bargaining unit.

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

20. Health Insurance Coverage.

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

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

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

ARTICLE 51

PHYSICAL FITNESS PROGRAM AND ASSESSMENT

1. Employees hired into the Department on or after July 1, 1986, shall be required to fully participate in the Department's physical fitness program (presently set out in Section V, Chapter 11, Articles I, II and III) as a condition of employment. Failure to meet the physical fitness standards established for each age group by sex may lead to appropriate discipline as provided in the above referenced sections.
2. Twice a year all Bargaining Unit employees shall be required to be assessed as follows:
 - Blood pressure and pulse checks;
 - Skinfold fat measurements;
 - Height and weight measurements;
 - Coronary risk profile scale.
3. Employees hired into the department prior to July 1, 1986, shall participate in the physical fitness program as follows:
 - (a) Employees who on July 1, 1988, have attained age 45 or older shall not be required to participate in the physical fitness program with the exception of the assessment described in paragraph 2 above. The preceding grandfather clause shall not apply to any employees attaining age 45 thereafter. Any employee who voluntarily participates the fitness tests (run, sit-ups, etc.) does not waive his or her "grandfather" protection hereunder if he or she discontinues such participation.
 - (b) On or after July 1, 1989, employees who on July 1, 1988, had not attained age 45 shall be required to participate in the entire physical fitness program as a condition of employment. However, during this Agreement they shall not be subject to discipline or discharge for failure to meet the fitness standards established for age group by sex.
4. An employee hired before July 1, 1987, who is identified as a high coronary risk by the Coronary Risk Profile Scale will not be required or allowed to participate in the fitness tests unless a physician states in writing that the employee is capable of participating in the fitness tests.
 - (a) An employee hired before July 1, 1986, who is not so identified as high coronary risk but whose physician testifies in writing that the employee is incapable of participating fully in the fitness tests shall be required or allowed to participate up to but not beyond such medical limits. The Department reserves the right to require an employee to be examined by a Department designated physician at Department expense.
5. All employees who participate in the physical fitness program conducted in the Fall of each year shall, as an alternative to the award of personal leave set out in Section V, Chapter 11, Article I, receive extra payment as follows:

Score - Average	125
Good	225
Excellent	325
Superior	425

 - (a) Employees hired prior to July 1, 1986, who participated on a voluntary basis in FY '89 or, having attained age 45 on or before July 1, 1988, participate on a voluntary basis in FY '89 and thereafter, shall be eligible for the extra payment as an alternative to the personal leave award.
 - (b) Payments made hereunder shall not be considered part of an employee's base hourly rate of pay for any purpose.
 - (c) Effective July 1, 1993, an employee shall receive an additional \$50 for each year in which a second consecutive "Superior Level Rating" is achieved on the Fall Physical fitness testing, or in each year in which a second consecutive "Excellent Level Rating" or better is achieved on the Fall Physical fitness testing.
6. In the event the physical fitness standards are changed, the State will negotiate the impact of such change on the award payments.
7. Effective July 1, 1994, employee participation in a Spring physical fitness testing program, if

conducted by the Department, shall be mandatory. Employees who participate in a physical fitness program conducted in the Spring shall, as an alternative to the award of personal leave set out in Section V, Chapter 11, Article I, receive extra payment as follows:

Average Score	\$ 50.
Good	\$100.
Excellent	\$150.
Superior	\$175.

ARTICLE 52

STEP ADVANCEMENT

1. Senior Troopers who attain 15 years of service in the Vermont State Police after July 1, 1992; and Sergeants who attain 15 years of service in the grade of Sergeant on or after July 1, 1992; will be awarded the designation and rank insignia of Corporal or Senior Sergeant, respectively.

ARTICLE 53**WHISTLE BLOWER**

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

ARTICLE 54
SPECIALIST RANKS

The Department of Public Safety shall not be prohibited from creating non-permanent, "specialist" ranks. Appointment to any such specialist rank shall be considered to be a limited term appointment.

ARTICLE 55
SPECIAL TEAMS

1. Employees who are assigned and serve on the special teams of EOD, TSU, DIVERS, HOSTAGE NEGOTIATION TEAM, AND SEARCH AND RESCUE, shall receive a lump sum of \$400 per full year of service on the team(s). An employee serving on more than one team shall be eligible for only one such payment.
2. As of September 1, 2001, each employee assigned to serve on the special teams shall receive a prorated share of the \$400 special team(s) allowance based on the number of complete pay periods served on the team(s) since assignment to the team(s) or since s/he last received the special team allowance, whichever is less. As of September 1, 2002 and thereafter, the special team allowance payment will be made for employees assigned to the team(s) prorated accordingly for the amount of time served on the team(s) since the previous September 1st. Proration shall be calculated on the number of complete pay periods served. Prorated payment of the special team allowance shall also be made to assigned members who terminate employment with the Vermont State Police or who leave the team before the September 1st payment is made.

ARTICLE 56

FIELD TRAINING OFFICER

Employees who serve as "Field Training Officer" shall receive 9.5 hours of compensatory time off for each training cycle worked, for no more than three cycles per fiscal year, (28.5 hours).

**ARTICLE 57
CANINE FEEDING TIME**

Each canine officer shall receive one half-hour pay at his/her applicable overtime rate per regularly scheduled day off, for care and feeding of an assigned Department canine.

ARTICLE 58**REEMPLOYMENT**

An employee who:

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

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

ARTICLE 59

COST SAVINGS/EFFICIENCY AWARDS

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

ARTICLE 60**PARENTAL LEAVE/FAMILY LEAVE****1. POLICY**

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

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

2. DEFINITIONS

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

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

(b) "Family Leave" means a leave of absence from employment for one of the following reasons: (1) The serious illness of an eligible employee; or (2) the serious illness of a member of an eligible employee's immediate family. Family Leave, by itself or in combination with statutory Parental Leave (as opposed to contractual parental leave), may not exceed 12 weeks in a 12 month period beginning with the first day either type of leave is used. Leave taken under this Agreement will be credited against any such statutory entitlement to the full extent permitted by law.

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

(d) Statutory "Parental Leave" means a leave of absence from employment for one of the following reasons: (1) During the employee's pregnancy; (2) following the birth or delivery of the employee's child; or (3) within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption. Statutory Parental Leave, by itself or in combination with Family Leave, may not exceed 12 weeks in a 12 month period beginning with the first day either type of leave is used. Leave taken under this Agreement will be credited against any such statutory entitlement to the full extent permitted by law.

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

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

(1) incapacity of more than three consecutive calendar days that involves either (a) treatment two or more times by a health care provider (or under the direction or orders of a health care provider), or (b) treatment by a health care provider on at least one occasion resulting in a regimen of continuing treatment under the supervision of the health care provider; (2) any period of incapacity due to pregnancy, or for prenatal care; (3) any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits for treatment, including episodic conditions such as asthma, diabetes, and epilepsy; (4) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, although the individual is under the continuing supervision of a health care provider. (E.g. Alzheimer's, severe stroke, or the terminal stages of a disease); and (5) any period of absence to receive multiple treatments from a health care provider (or on orders or referral from a health care provider) for restorative surgery or for a condition that would likely result in an absence of more than three consecutive calendar days without treatment (e.g., cancer (chemotherapy, radiation), severe arthritis (physical therapy), kidney disease (dialysis)). (The foregoing is the Federal Equal Employment Opportunity Commission's summary definition, refer to the Code of Federal Regulations for the full definition).

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

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

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

3. RIGHTS AND RESPONSIBILITIES

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

(a) State's Responsibilities and Eligible Employee's Rights:

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

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

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

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

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

The calculation of the amount of Family Leave or Parental Leave time used by eligible employees who are employed less than full time or by eligible employees using intermittent leave or reduced schedule leave will be made on a prorated basis consistent with 29 C.F. R. §825.05 as it may be amended from time to time.

4. PARENTAL LEAVE - ADOPTION, PREGNANCY AND CHILDBIRTH

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

(b) During the initial four (4) months of a leave, at the employee's option, the employee may use up to six (6) weeks of any accrued paid leave, including but not limited to sick leave, annual leave and personal leave. Thereafter, employees can use only the following accrued paid leave in the following order: compensatory time, personal leave and annual leave. Notwithstanding

the foregoing, sick leave for up to six (6) weeks following childbirth/delivery will be granted, and may be extended by the appointing authority who may request certification of the continuing disability. No combination of paid and unpaid leaves shall extend the Parental Leave beyond six (6) months.

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

5. FAMILY LEAVE - LEAVE FOR SERIOUS ILLNESS

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

(b) below.

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

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

6. INTERMITTENT LEAVE/REDUCED LEAVE SCHEDULE

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

When an employee is granted Parental Leave after the birth or placement of a child, the State, in its discretion, may grant the employee's request for intermittent leave or reduced schedule leave. However, if the mother has a serious illness in relation to the birth of a newborn then the provisions for intermittent leave/reduced schedule leave for Family Leave are applicable. If the

newborn has a serious illness, then the provisions for intermittent leave/reduced schedule leave for Family Leave are applicable to either parent. Prior to the birth of a child, a pregnant employee can take intermittent leave for prenatal exams or for her own medical condition, (e.g., severe morning sickness.)

7. SHORT-TERM FAMILY LEAVE

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

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

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

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

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

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

ARTICLE 61**CONTRACT PRINTING**

The State and VSEA shall share equally the cost of contract reproduction regardless of the number of copies each party requires. Either party may require that some or all of the contracts be printed in a larger size and/or with larger type.

ARTICLE 62**INSUFFICIENT APPROPRIATION**

1. If any General Assembly appropriates insufficient funds to implement this or any successor Agreement, renegotiations will be held in May or June of the year in which insufficient funds items are appropriated on the items in this or any successor Agreement affected by that appropriation, in order to reach agreement on such items, based on the amount of funds actually appropriated by the General Assembly.

2. If, despite the best efforts of both parties, negotiations on a new Agreement are not completed by the July 1 following expiration of its predecessor Agreement, the terms of that Agreement will remain in force until the new Agreement is ratified.

The new Agreement, with negotiated changes, becomes effective July 1, following the expiration date of its predecessor.

ARTICLE 63**RELOCATION PAY**

1. Non-disciplinary geographic relocations for the convenience of the Department which are lateral or promotional and not for filling vacancies in which an employee is exercising RIF rehire rights, or being filled primarily for the convenience of the employee, shall be eligible for up to \$3,000 reimbursement of actual expenses, not to exceed \$40,000 per fiscal year, in the aggregate, for the following:
 - Fees connected with the buying and/or selling of a house (points, legal fees, etc.);
 - Security deposits;
 - Newspaper advertisements regarding sale/rental arrangements;
 - Moving van rental and associated moving costs;
 - Any other expenses associated with the relocation that are mutually agreed to by the employee and the appointing authority.
2. Any reimbursement under this article shall be in lieu of all other reimbursement provided or required.
3. Any reimbursed expense which is subsequently refunded, or accrued to the employee's benefit, shall be repaid to the State by the employee.

ARTICLE 64**SEPARABILITY**

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

ARTICLE 65**AGENCY FEE**

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

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

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

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

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

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

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

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

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

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

TERMINATION OF AGREEMENT

1. This Agreement will be effective July 1, 1999, and shall remain in effect until June 30, 2001.
2. This Agreement shall be renewed automatically for a 12 month period following its expiration unless either party notifies the other, in writing, during the month of July, 2000, that it wishes to modify the Agreement.

In the event such written notice is given by either party, the proposals which either party wishes to negotiate may be submitted to the other party, in contract language, no later than September 15, unless the State and the VSEA agree to establish a different bargaining schedule. Negotiations will begin no later than September 15, 2000, and will be completed no later than November 15, 2000, unless the State and the VSEA agree to establish a different bargaining schedule. The parties agree to meet prior to the onset of negotiations to address issues relating to informational needs required for contract negotiations.

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

APPENDIX A**DEFINITIONS**

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

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

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

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

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

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

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

APPOINTMENT - the designation of a person as an employee.

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

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

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

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

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

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

CLASSIFIED EMPLOYEE - an employee of the State of Vermont who is hired to fill a position

in the classified service in accordance with merit principles as administered by the Department of Personnel.

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

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

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

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

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

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

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

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

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

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

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

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

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

GEOGRAPHIC AREA - the area within a 35-mile radius of an employee's regular duty station.

HOURS ACTUALLY WORKED - (see TIME ACTUALLY WORKED).

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

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

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

LACK OF WORK - when (1) there is insufficient funds to permit the continuation of current staffing;

or (2) there is not enough work to justify the continuation of current staffing.

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

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

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

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

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

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

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

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

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

OFF PAYROLL - absence from duty of not more than ten days when sick leave and/or annual leave or compensatory time credits have expired, or absence is unauthorized.

OFFICIAL NOTICE - written communication from the appointing authority to an employee.

ORGANIZATIONAL UNIT - an entire agency, department, division, board, commission, office,

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

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

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

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

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

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

PROMOTIONAL PROBATIONARY PERIOD - that working test period which applies when an employee is promoted to a position assigned to a higher pay grade and in certain upward reallocation situations.

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

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

REALLOCATION - change of a position from one class to another class.

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

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

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

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

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

REGULAR WORK WEEK - 40 hours of work per week.

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

RESTORATION - the hiring within two years of a former permanent status or limited status employee who was not dismissed under Article 14 and whose performance at the time of separation was at least satisfactory. Restoration rights apply to classes of positions assigned to the same or lower pay grade than the class of position previously held and for which the employee meets the minimum education and experience requirements.

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

SENIORITY - the length of continuous State service.

SEPARATE - the act of terminating employment in State service.

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

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

STATE - Unless otherwise specified the Agency of Administration, Department of Personnel.

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

UNAUTHORIZED ABSENCE - absence without supervisory approval.

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

WORKDAY - a regularly scheduled day of work which shall begin at the time the employee's regular and normal work schedule begins and continues for twenty-four consecutive hours. For filing procedure and prior notice purposes the term "Workday(s)", as referred to in the contracts, shall be considered to be Monday through Friday, excluding legal and administrative holidays and the day after Thanksgiving.

APPENDIX B**PROBATIONARY EMPLOYEES**

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

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

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

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

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

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

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

Military Leave with Pay

Medical Leave of Absence

Sick Leave Bank and LTD Bank

Tuition Reimbursement

Moving Time (State Police)

Corrections Competency Supplement

Corrections Work Week/Work Year

State Police Work Week/Work Year

Injury on the Job - Disability RIF

Parental Leave/Family Leave

3. The State will include in its package of written information for newly hired employees, during

the first two weeks of employment, a VSEA informational brochure, any VSEA insurance benefit or new program information, a membership card and an envelope, and any other information agreed upon by the parties. All material relating to the VSEA shall be provided to the State by the VSEA. In addition, the State shall include in this packet a copy of the applicable VSEA bargaining unit agreement. This is in accordance with VSEA Article.

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

DATED: 4/30/90

**APPENDIX C
AGREEMENT CONCERNING STATE POLICE
SHIFT ASSIGNMENTS**

The following is the agreement reached by the State of Vermont, Department of Public Safety, and the Vermont State Employees' Association, Inc., concerning the assignment to shifts and the rotation from one shift to another during the life of this State Police Unit Bargaining Agreement.

1. Each of the State Police stations shall conduct a secret ballot election to determine the shift rotation method to be applicable to that station. All members assigned to road duty in that station who are in the ranks of Trooper 2-C, Trooper 1-C, Senior Trooper, and Corporal will be eligible to participate in this selection process. The "election" should be completed in time to be implemented with the August 1992 work schedule posting. The options for shift rotation shall first be:

(a) shall the station operate on a permanent shift assignment basis - (Bidding based on seniority every three 28-day work cycles)?

(b) shall the station operate on a rotating shift assignment basis?

2. If a majority of all of the members eligible to vote select "permanent Shift Assignments", then the procedures outlined in paragraph 5, below shall apply. If a majority of all the members eligible to vote select "Rotating Shift Assignments", then there shall be another secret ballot election within that station to determine which of the following "rotation" options will be implemented in that station. The "rotation" options shall be:

(a) switch from one shift to the other after every "four on/two off – five on/two off" work cycle:

(b) switch from one shift to the other after every second four on/two off – five on/two off" work cycle:

(c) switch from one shift to the other after every 56 days (i.e., after two 28 day work cycle(s)).

Notwithstanding the above, in any station which selects "Rotating Shift Assignments", any member with at least 10 years of service shall be permitted to work the shift of his/her choice and shall not be subject to the shift rotation, except that the most junior of those employees with more than 10 years of service may be subject to the rotation in order to ensure that there are the required number of officers on each shift.

3. The Station Commander and the station's VSEA Steward shall be responsible to count the secret ballots and conduct the "Rotating Shift Assignment" runoff selection process if applicable. In the event of a ballot tie, the Station Commander shall break the tie by deciding which option shall prevail.

4. The Station Commander shall determine the number of officers required for each shift.

5. Permanent Shift Assignment Procedure.

(a) Each station shall maintain a seniority roster for Trooper 2-Cs, Trooper 1-Cs, Senior Troopers and Corporals assigned to road duty. For the purposes of this shift assignment procedure, seniority shall be defined as an officer's total service for the Department of Public Safety. In cases where total service in the Department is the same, that officer first assigned to that station will be considered the more senior.

(b) Officers shall select to work on the first or second shift, (and in certain Stations, a third shift if applicable) in the order of their seniority, i.e., the most senior officer choosing first, etc. When either shift is fully staffed, the remaining officers shall be assigned to the other shift.

(c) Permanent shifts shall be offered to officers, every three 28-day work cycles, on the basis of seniority pursuant to the process contained in subsection b), above.

(d) Unless specified herein, or modified in accordance with the provisions contained herein, shift assignment will not change during the life of this Side Letter of Agreement.

(e) The Major of Field Forces Division may make temporary changes to an employee's selected shift in order to accommodate an emergency staffing situation, training, or to expose the employee to another shift. In addition, the Major may change an employee's selected shift in response to documented performance deficiencies. Such a change shall not normally exceed two 28-day work cycles. In addition, a shift vacancy caused by the above changes shall be filled first by a volunteer and then by the most junior "qualified" employee. Any change made for the reasons stated above

shall not produce a delayed reporting time obligation. In addition, shorter shift "turnaround" times may be assigned in connection with Field Training Officer duties. The Department shall make every effort to continue to provide two consecutive days off per week in these instances.

(f) The shift "turnaround" time for Patrol Commanders and Troopers assigned to Outposts shall be determined pursuant to consultation between the affected employees and the Station Commander at the local level. Any disagreement at the local level shall be referred to the Department of Public Safety and the State Police Labor/Management Committee. If the parties are then unable to reach agreement, the status quo shift rotation schedule shall prevail.

(g) For purposes of subsection (f) above, "seniority" for Sergeants shall be determined by time in rank. In cases where total time in rank is the same, that Sergeant with the most time in service will be considered the more senior.

6. A new secret ballot election to determine the shift rotation method to be applicable to each station shall be conducted after one year (i.e., in July 1993), in the same manner as prescribed above. Each station may elect to switch from "rotating" to "permanent" shift assignments, from "permanent" to "rotating" shift assignments, or from one type of "rotating" shift assignment to another. In the event that the provisions of paragraph 7, below, have been exercised and a particular shift assignment method has been discontinued, that discontinued option shall not be eligible to be reinstated in that Station during the life of this Agreement.

7. In the event of any situation that may adversely impact State Police staffing levels, the parties shall negotiate in accordance with Management Rights, Section 5 of this Agreement.

APPENDIX D

SMOKING POLICY

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

State Police
Appendix I (Effective July 1, 2001- July 13, 2002) (DPS)

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	§
14	9.94	10.42	10.83	11.22	11.58	11.98	12.37	12.77	13.20	1
15	10.46	10.97	11.39	11.77	12.17	12.60	13.03	13.44	13.91	1
16	11.00	11.56	11.99	12.39	12.79	13.24	13.71	14.16	14.63	1
17	11.62	12.17	12.64	13.07	13.52	13.98	14.43	14.91	15.42	1
18	12.31	12.88	13.37	13.82	14.31	14.80	15.31	15.79	16.35	1
19	13.00	13.63	14.14	14.62	15.13	15.65	16.18	16.72	17.29	1
20	13.74	14.38	14.94	15.44	16.01	16.55	17.10	17.70	18.30	1
21	14.55	15.27	15.82	16.37	16.94	17.52	18.11	18.73	19.37	1
22	15.41	16.18	16.79	17.37	17.97	18.60	19.22	19.90	20.55	2
23	16.36	17.17	17.85	18.44	19.07	19.71	20.40	21.12	21.82	2
24	17.39	18.25	18.96	19.60	20.28	20.98	21.68	22.44	23.22	2
25	18.49	19.39	20.17	20.86	21.57	22.29	23.07	23.89	24.70	2
26	19.69	20.64	21.47	22.21	22.96	23.75	24.56	25.41	26.28	2
27	21.00	22.01	22.90	23.69	24.48	25.33	26.19	27.09	28.02	2
28	22.32	23.44	24.39	25.21	26.11	26.98	27.91	28.87	29.86	3
29	23.92	25.09	26.09	26.97	27.90	28.86	29.85	30.89	31.94	3
30	25.53	26.79	27.84	28.80	29.78	30.81	31.90	32.98	34.10	3
31	27.34	28.66	29.78	30.81	31.90	32.98	34.10	35.30	36.51	3
32	29.26	30.69	31.91	32.99	34.14	35.32	36.53	37.81	39.12	4

Appendix II (Effective July 14, 2002- June 30, 2003) (DF

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	10.24	10.73	11.15	11.56	11.93	12.34	12.74	13.15	13.60	14.00
16	10.77	11.30	11.73	12.12	12.54	12.98	13.42	13.84	14.33	14.75
17	11.33	11.91	12.35	12.76	13.17	13.64	14.12	14.58	15.07	15.50
18	11.97	12.54	13.02	13.46	13.93	14.40	14.86	15.36	15.88	16.35
19	12.68	13.27	13.77	14.23	14.74	15.24	15.77	16.26	16.84	17.30
20	13.39	14.04	14.56	15.06	15.58	16.12	16.67	17.22	17.81	18.30
21	14.15	14.81	15.39	15.90	16.49	17.05	17.61	18.23	18.85	19.40
22	14.99	15.73	16.29	16.86	17.45	18.05	18.65	19.29	19.95	20.50
23	15.87	16.67	17.29	17.89	18.51	19.16	19.80	20.50	21.17	21.75
24	16.85	17.69	18.39	18.99	19.64	20.30	21.01	21.75	22.47	23.10
25	17.91	18.80	19.53	20.19	20.89	21.61	22.33	23.11	23.92	24.60
26	19.04	19.97	20.78	21.49	22.22	22.96	23.76	24.61	25.44	26.20
27	20.28	21.26	22.11	22.88	23.65	24.46	25.30	26.17	27.07	27.85
28	21.63	22.67	23.59	24.40	25.21	26.09	26.98	27.90	28.86	29.65
29	22.99	24.14	25.12	25.97	26.89	27.79	28.75	29.74	30.76	31.65
30	24.64	25.84	26.87	27.78	28.74	29.73	30.75	31.82	32.90	33.85
31	26.30	27.59	28.68	29.66	30.67	31.73	32.86	33.97	35.12	36.10
32	28.16	29.52	30.67	31.73	32.86	33.97	35.12	36.36	37.61	38.65

State Police
Appendix III (Effective July 1, 2001 - July 13, 2002) (PO
Applicable to Bargaining Unit Members Hired Before July 7, 19

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	9
22	15.85	16.64	17.24	17.82	18.42	19.03	19.67	20.35	21.00	2

State Police
Appendix IV (Effective July 14, 2002 - June 30, 2003) (F)
Applicable to Bargaining Unit Members Hired Before July 7, 19

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
22	16.33	17.14	17.76	18.35	18.97	19.60	20.26	20.96	21.63	22.31