This Agreement is made between the State of Vermont Department of State's Attorneys and Sheriffs (hereinafter referred to as "Department") and the State's Attorneys' Offices Bargaining Unit of the Vermont State Employees' Association, Inc. (hereinafter referred to as "VSEA" or "Union").

This Agreement, made and entered into by the parties through good faith negotiations shall become effective as of July 1, 2022 through June 30, 2024, and shall be as follows:

PREAMBLE

WHEREAS the Legislature of the State of Vermont enacted legislation providing for collective bargaining between the Department and its employees, and
WHEREAS it is the intent of the parties to promote the efficient administration of Departmental service; to provide for the wellbeing of employees; and to maintain high standards of work performance on behalf of the public, and
WHEREAS during the life of this Agreement the parties agree that neither the Department nor VSEA will request the Legislature to pass legislation which alters or nullifies any provision of this Agreement, and
WHEREAS the parties to this Agreement, in consideration of the mutual covenants herein set forth, agree as follows:

Article 1: Recognition of VSEA

1. The Department hereby recognizes VSEA as the exclusive representative of those deputy state's attorneys, administrative assistants, secretaries, victim advocates and program services clerks of the Department in accordance with the Certification of the State of Vermont Labor Relations Board in Docket Number 18-54, dated April 29, 2019 as attached to and incorporated in this Agreement as Appendix A. The listing of positions acknowledged by the Department as within the scope of such exclusive representation is also set forth in and incorporated in this Agreement as Appendix A.

2. Per 3 V.S.A. § 906, the Department's Executive Director shall designate any new position as being within or outside of the bargaining unit. The Department agrees to consult with VSEA with regard to any designation for a new position.

3. The Department shall not enter into any consultations, agreements, or informal discussions regarding employment relations matters with any other organization or individual purporting to represent employees of the Department, and will not engage in any type of conduct which would imply recognition of any organization, group, or individual other than VSEA as a representative of the employees in the bargaining unit. However, represented employees shall have the right at any time to present complaints to their employer informally, and to have such complaints considered in good faith with or without the intervention of VSEA so long as any adjustment is not inconsistent with the terms of this Agreement.

Article 2: Management Rights

1. Subject to laws, rules and regulations, and subject to the terms specifically set forth in this Agreement, nothing shall be construed to interfere with the right of the Department to carry out its statutory mandates

and goals, to restrict the Department in its reserved and retained lawful and customary management rights, powers and prerogatives, including the right to use personnel, methods and means in the most appropriate manner possible; and to take whatever action may be necessary to carry out the mission of the Department in an emergency situation. Except as otherwise specifically agreed to in writing by the parties hereto, the Department shall possess the sole and exclusive right and authority to operate the Department and to direct Departmental employees in all aspects including, but not limited to, the right:

a. To plan, direct and control Department activities, to determine Departmental policies and to establish standards of service offered to the public;
b. To schedule and assign work to employees;
c. To determine the means, methods, processes, materials and equipment to be utilized by the Department, and to introduce new or improved methods, equipment or facilities;
d. To determine position duties and minimum qualifications, and the staffing of positions;
e. With legislative authority, to establish new positions;
f. To recruit and hire new employees;
g. To eliminate positions and layoff employees based upon lack of work or funding, or for other legitimate reasons;
h. Consistent with statutory authority to contract out work or discontinue services or programs, in whole or in part;
i. To employ temporary employees who shall work in accordance with statutory provisions and who shall not be regarded as bargaining unit employees provided that no bargaining unit employee is reduced in force as a result of the exercise of this right;
j. To terminate a deputy state's attorney under 24 V.S.A. § 363; or to otherwise discipline a deputy state's attorney; and to discipline and discharge all other regular status employees for just cause;
k. To make, publish and require observance of rules and regulations, including personnel policies and procedures, it being understood and agreed however that if a particular subject is covered in both this Agreement and in the Department's Personnel policies, regulations or procedures, covered employees shall look only to this Agreement and shall not be allowed to rely on the provisions of both documents; and
l. To promulgate other regulations incidental to the management of the Department consistent with the Department's statutory mission and the public health, safety and welfare.

2. No bargaining unit employee will be laid off as a result of contracting out except as provided in Title 3, Chapter 14, Vermont Statutes Annotated. Prior to any such layoff or other job elimination under this paragraph the VSEA will be notified and given an opportunity to discuss alternatives. A permanent status employee who, as a result of contracting out, loses his/her job will be deemed to have been reduced in force under Article 27, Reduction in Force.

3. The Department shall give VSEA at least fifteen (15) workdays advance notice of any proposed amendments to a personnel policy, or a work rule that would be subject to a bargaining obligation under Title 3 V.S.A., and an

opportunity to consult with the Department before the implementation of any such amendment. If a proposed amendment involves a mandatory subject of bargaining, VSEA will be given the opportunity to collectively bargain with the Department concerning such change before it is implemented. If neither bargaining (not more than two (2) bargaining sessions) nor mediation resolves the issue, the issue will be submitted to final and binding arbitration on an expedited basis at which both parties shall have not more than one hour to present its case to the arbitrator unless the parties hereto waive oral argument in favor of a written submission to be presented at such hearing. The arbitrator shall be selected in the same manner as outlined in the Step IV grievance procedure. In the event of any conflict between this Agreement and a Departmental Personnel Policy, the provisions of this Agreement shall be controlling.

Article 3: VSEA Rights

1. VSEA staff representatives shall be allowed to visit any Departmental office during normal working hours for the purpose of investigating an employee complaint or grievance, provided that permission is obtained in advance from the appropriate manager, and provided further that such visits do not adversely affect the efficient operation of Departmental business including any and all regular or scheduled work commitments. Permission shall not be unreasonably withheld. Duly appointed and identified VSEA stewards shall be allowed to visit a Departmental office in their designated area of responsibility during daytime working hours (access at night shall not be permissible) for the purpose of receiving and/or investigating grievances or complaints, subject to the permission and procedures identified in this Article.

2. The Department shall provide VSEA with sufficient space on a designated bulletin board at each state's attorney's office that is generally accessible to employees but not in public view for the purpose of posting VSEA information. Such information shall not be critical of the Department or any of its managers.

3. Union organizing activity will not be conducted on Department premises during scheduled work times, excluding authorized breaks and meal periods.

4. If space is readily available on the premises, the Department shall provide spaces where VSEA staff, its representatives or stewards can confer privately during normal working hours with bargaining unit employees regarding any complaints or grievances they may have. The Department shall provide space which is normally available for public meetings on the premises of Department controlled buildings for VSEA meetings during normal work hours (no evening or nighttime access) when these meetings do not conflict with established plans of the Department. All necessary expenses charged by non–Departmental agencies included in such use shall be the responsibility of VSEA. VSEA must request the use of this space through the appropriate authority as far in advance of the anticipated meeting as is practical. For securing space to conduct VSEA elections, two weeks advance notice shall be required.

5. VSEA shall have payroll deduction for its 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 on an appropriate dues checkoff form. The amount of dues to be deducted will be certified by VSEA to the designated Department official.

6. Subject to the efficient conduct of Department 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 meetings to the Department's Labor Relations Manager, for those meetings outlined in subsection (a) – (e) and (g) below, with as much notice as possible. Subject to the foregoing, time off shall be granted in the following instances to:
   a. Up to two (2) members of the VSEA Board of Trustees to attend twelve (12) regular Trustee meetings and up to two (2) special Trustee meetings a calendar year;
   b. Up to six (6) members of the Council for attendance at any of the four (4) regular council meetings per calendar year. The Department may grant permission for attendance at not more than one (1) additional special meeting;
   c. Unit Chairperson, up to forty (40) hours per calendar year, subject to the operating needs of the Department for conduct of unit labor relations/contract administration business;
   d. Up to 10 stewards for the processing and handling of complaints and grievances, including necessary appearances at all steps of the grievance procedure;
   e. Members of the bargaining team to attend bargaining sessions scheduled by or with the Department. Members of the bargaining team to attend up to six (6) meetings to prepare for bargaining. Additional meetings may be approved at the sole discretion of the Department's Director of Labor Relations;
   f. Members of Department Labor Management Committee for meetings scheduled by the Department and VSEA; and
   g. Training for above roles for not more than a total of eight (8) days per year per individual.

7. The Department will include in its package of information for new employees a VSEA informational brochure, provided by the VSEA, identifying it as the exclusive bargaining agent.

Article 4: Exchange Of Information

1. The Department shall provide VSEA, upon its request, any information to which VSEA is lawfully entitled in order to exercise its rights as the exclusive bargaining representative. The Department will provide readily available information within 5 business days. Information that is potentially available but not already compiled will be researched and provided to VSEA as soon as possible, generally within a period of up to 30 days, depending upon the amount and scope of the information; and information will be provided in part as it is available. Information which the Department is required to furnish under this Article which can be made available in electronic format shall be furnished in such format to VSEA.

2. The Department shall furnish the VSEA with the records or documents specified in this section when they become available:

   a. One (1) copy of each new or revised job specification;
   b. Lists of new employees, separations, transfers, reassignments, and promotions; and
   c. Quarterly reports of all Temporary employees; including their name, work location, number of hours worked by pay period and year-to-date.

3. VSEA shall furnish the Department with the following information and documents, and amendments or changes to these documents as they become available, in hard copy or an electronic format:

   a. A list of VSEA's officers as applicable to the Department;
   b. A list of VSEA's stewards as applicable to the Department and their designated areas of responsibility for of this bargaining unit; and
   c. A list of names of the VSEA staff members and legal counsel applicable to the Department representation together with their telephone and pager/cell numbers and their e-mail addresses.

Article 5: No Strike/No Lockout

During the life of this Agreement, the VSEA and bargaining unit employees acknowledge their statutory obligations in relation to 3 V.S.A. § 903(b) and agree to be bound thereby. No bargaining unit employees will be subject to any lockout from work by the Department.

Article 6: Non – Discrimination

The Department takes seriously its obligation to ensure that its employees are not subject to impermissible discrimination, harassment, hostile work environment or bullying. Neither the Department nor bargaining unit employees shall discriminate against, intimidate, bully or harass any employee covered by this Agreement in a manner which would violate any applicable constitutional protections or laws because of a designated protected characteristic, membership or non-membership in VSEA, or because of the filing of a complaint or grievance. The Department may promulgate and enforce regulations and policies deemed necessary to properly implement and enforce applicable laws and this Article which prohibit discrimination based upon protected characteristics. The provisions of this Article prohibiting discrimination on the basis of sexual orientation shall not be construed to change the definition of family or dependent in any employee benefit plan. Any complaint or grievance alleging a violation of this Article shall be initiated and processed at the Department's Executive Director level, and may be further processed through this Agreement's Grievance and Arbitration procedures. The provisions of this Article do not waive or modify any employee's rights and/or obligations specified under state or federal law with respect to the timely filing of any complaint. VSEA shall inform its officers, stewards and staff of the requirements of this Article.

Article 7: Probationary Employees

1. Any individual hired by the Department into a bargaining unit position shall serve a probationary period of six months which shall not include any time off payroll. This shall also apply to any individual who transfers to the Department from another Vermont State agency or department; however, that individual may retain insurance benefits if they are otherwise eligible under the State's insurance provisions.

2. The Department may decide to extend an individual's probationary period for up to an additional ninety (90) days provided that notice is given to the employee prior to the expiration of the probationary period. The State's Attorney, in consultation with the Department, shall provide written notice of areas for improvement with the notice of any Probation extension.

3. Prior to the end of the initial six-month probationary period or any extension period, the State's Attorney or applicable supervisor shall evaluate the employee and may determine (or recommend, in the case of a supervisor) to separate the employee at the sole discretion of the Department provided that the separation is not for any reason related to illegal discrimination or retaliation for an employee exercising legal rights under state or federal law However, failure to conduct an evaluation of a probationary employee shall not diminish the discretion to terminate employment at the discretion of the State's Attorney.

4. Notwithstanding any of the above, and under 24 V.S.A. § 363 a Deputy State's Attorney ("DSA") may be appointed and removed at the pleasure of the State's Attorney, and consequently, regardless of longevity, shall not accrue any form of tenure of office or become subject to any form of just cause standard for the termination of their employment.

5. Employees in their initial or extended probationary period shall be entitled to accrue and utilize accrued leave time; military leave in accordance with state and federal law; parental/family leave in accordance with state and federal law; the grievance procedure relating to employment matters other than an extension of probation, a performance rating/evaluation during probation, and any decision to terminate the employee during the initial or any extended probationary period.

6. Notwithstanding the foregoing, the requirements and standards of this Article shall not be mandatory with respect to DSA's, and utilization of this Article by a State's Attorney with respect to a DSA shall not in any manner reduce or eliminate the discretion of a State's Attorney to separate a DSA from employment.

Article 8: Supervision of SAS Employees; Outside Employment

1. No bargaining unit employee shall be supervised by another bargaining unit employee.

2. No person who is not a permanent employee of the Department may supervise an employee of SAS.

3. The Department shall adhere to State of Vermont Personnel Policy 11.5 "Income from Outside Sources (Moonlighting)" and bargaining unit employees are expected to maintain compliance.

Article 9: Employee Personnel Records

1. A covered employee's official personnel file will be maintained at the Executive Director's Office (EDO) in Montpelier. It is expected that all personnel related materials will be contained in the official personnel file and such documents will be forwarded from a State's Attorney's Office to the Department.

2. With the exception of material that is confidential or privileged under law, an employee will be allowed access to their 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 will be provided to the employee or their VSEA representative upon request, at no cost to the employee.

3. Any material, document, note or other tangible item which is to be entered or used by the Department in any grievance hearing held in accordance with the grievance and arbitration procedures articles of this Agreement is to be provided to the employee, upon request, at no cost.

4. An employee shall be allowed to place in their official personnel file a written rebuttal to any letter of reprimand, suspension or dismissal, or performance evaluation or performance warning. Such a rebuttal must be submitted within thirty (30) workdays after receipt of such adverse personnel action (except in the case of a later grievance settlement).

5. An employee shall have the option of placing any work–related commendations in their personnel file.

Article 10: Performance Evaluation and Corrective Action

1. Each permanent and limited status employee shall be formally evaluated annually by the State's Attorney utilizing the Department's evaluation form. The annual evaluation rating period shall end on the anniversary date of hire. Each employee shall receive a written annual performance evaluation within forty-five (45) days after the applicable anniversary date and the State's Attorney may meet with the employee to discuss the evaluation. A meeting to discuss an annual or special evaluation is mandatory if the overall rating is Unsatisfactory, or after the end of any prescriptive period for remediation ("PPR") or warning period. Failure to conduct a timely annual evaluation shall not be grievable and will result in an annual overall presumptive rating equal to his or her last annual overall rating, but not less than Satisfactory ("S").

2. An employee on Original Probation shall receive a mid-term evaluation and an End of Probation evaluation, utilizing the Department's Probationary Employee Evaluation Form. Probationary employees may be extended in probationary status or dismissed at the sole discretion of the Department in compliance with Article 7 of this Agreement and with no right to the grievance process.

3. Performance evaluations shall be in writing and based exclusively on job duties, responsibilities, and other performance related factors as set forth in the applicable job description and performance evaluation form.

The determination of performance standards and criteria is understood to be the exclusive prerogative of the Department, provided however that the Department will notify VSEA at least 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. There shall be four (4) rating grades on an annual or special evaluation: Unsatisfactory ("U"), Satisfactory ("S"), Excellent ("E") and Outstanding ("O"). An overall performance evaluation rating of "S" or better shall not be grievable. An Unsatisfactory overall rating is fully grievable. The VLRB shall not have the authority to change such grade but may remand the rating to the employer for reconsideration consistent with the VLRB ruling on the merits. However, if the VLRB or the arbitrator should conclude that there was just cause for placement into a Warning period, and that the noted deficiencies were not corrected during such Warning period, there shall be no authority to reverse a determination to separate the employee and instead impose a lesser sanction in its place.

5. The order of progressive corrective action shall be oral or written feedback with specific deficiencies, annual or special written performance evaluation with a specified PPR for a period of three (3) to six (6) months, warning period of thirty (30) to sixty (60) days, and dismissal. Failure to issue a written performance evaluation report at the conclusion of any PPR or warning period will result in an overall presumptive rating of Satisfactory. With the exception of oral or written feedback, all other progressive corrective action is subject to the due process and representative rights as set forth below in Section 7 and also the Grievance procedure.

6. A special performance evaluation may be used at any time except that it shall not be used as a late annual evaluation. Notwithstanding the previous Sections of this Article, if the deficiency is related to an employee's repeated absenteeism, tardiness, or the inability to establish and maintain effective and respectful working relationships within the Department and with partner agencies and organizations, the Department may place the employee in an above referenced special performance evaluation with a specified PPR.

7. During the rating year, the State's Attorney shall call the employee's attention to work deficiencies which may adversely affect a rating, and, where appropriate, to possible areas of improvement. Prior to any report on performance deficiencies in a written evaluation, the State's Attorney shall have advised the employee of any work deficiencies that may lead to an unsatisfactory evaluation or warning period. Such advice as to performance deficiencies shall not be subject to the Agreement's Grievance Procedure. However, an employee shall have grievance rights, and both the representation and due process rights set forth in Article 11 sections 3 and 6 at any meeting at which an overall Unsatisfactory evaluation is to be discussed and at any meeting at which placement into a Warning Period may occur. The State's Attorney 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.

8. During any PPR or Warning Period, the State's Attorney shall meet with the employee periodically to discuss the progress or continued deficiencies.

9. An employee shall sign the performance evaluation form to signify receipt only. One copy of the written evaluation shall be given to the employee and one copy shall be retained by the Department and placed in the employee's personnel file. The employees may submit a written rebuttal to the evaluation. This rebuttal shall be reviewed and initialed by State's Attorney who participated in the evaluation. The employee's written response shall accompany the State's Attorney's evaluation in the employee's official personnel file.

10. Movement in the Step Pay Plan to a higher step and the corresponding step increase is contingent upon an overall Satisfactory annual performance and the required time on step. A Special Performance Evaluation shall not affect the employee's required time on step. However, an employee whose anniversary step date falls during a Special Performance Evaluation warning period shall not move to a higher step in the Step Pay Plan until the employee next achieves an overall rating of "Satisfactory" or better, at which time the employee shall move to such higher step prospectively. The employee's anniversary step date is not changed by virtue of this delay.

11. Notwithstanding the foregoing, while adherence to the requirements and standards of this Article shall be mandatory with respect to any DSA who is to be denied a Step increase, utilization of this Article shall not in any manner reduce or eliminate the discretion of a State's Attorney to separate a DSA from employment.

Article 11: Discipline and Discharge for Misconduct

1. With the exception of DSA's, bargaining unit employees who have successfully completed their probationary period shall not be subject to discipline or separation from employment without just cause for such action being present. Both parties recognize the deterrent value of the appropriate disciplinary action. Accordingly, the Department will:
   a. Act promptly to impose discipline within a reasonable time of the offense;
   b. Apply discipline with a view toward uniformity and consistency;
   c. Apply a procedure of progressive discipline;
   d. The order of progressive discipline shall typically be:
      Oral reprimand;
      Written reprimand;
      Suspension without pay;
      Dismissal
   e. However, the parties also agree that there are appropriate cases that may warrant the Department in:
      1. Bypassing progressive discipline;
      2. Applying discipline in different degrees;

3. Applying progressive discipline for an aggregate of dissimilar offenses except that dissimilar offenses shall not necessarily result in automatic progression as long as management is imposing discipline for just cause.

f. The forms of discipline listed here shall not preclude the parties from agreeing to utilize alternative forms of discipline, including a combination of forms of discipline in lieu of suspension or dismissal, or as a settlement to any of those actions.

g. In any written dismissal notice other than a dismissal of a DSA, the Department shall state the reason(s) for dismissal and inform the employee of his or her right to appeal the dismissal to the Vermont Labor Relations Board within the time limit prescribed by the rules and regulations of the VLRB.

h. Notwithstanding the provisions of paragraph d. above, the Department may dismiss an employee immediately for any of the following reasons:
   1. Gross neglect of duty;
   2. Gross misconduct;
   3. Refusal to obey lawful and reasonable orders given by supervisors;
   4. Conviction of a felony, or a felony charge supported by a judicial determination of probable cause; or
   5. Conduct which places in jeopardy the life or health of a co-worker or other individual.

2. Notwithstanding Section 1 hereof, the Department may place an employee on temporary relief from duty with pay pending the outcome of an investigation or legal action if the Department deems it to be in its best interest. The placement of an employee on this status to accommodate an investigation or legal action shall not be considered disciplinary in nature. Additionally, with the consent of the employee and VSEA, an employee may be relieved from duty without pay pending the outcome of any such investigation or legal action. Accrued benefits may not be utilized to avoid any such unpaid administrative leave.

3. A bargaining unit employee shall be notified of the right to have a VSEA representative present whenever discipline is to be imposed or when a meeting is called with an employee for any form of inquiry of the employee that might result in the imposition of discipline.

4. The Department shall consider the factors for determining the appropriate level of discipline as determined by the Vermont Labor Relations Board.

5. To the extent reasonably possible, discussions between a Department supervisor and employee regarding issues that may result in possible disciplinary action shall:
   a. Be conducted privately in a manner that will not publicly embarrass the employee;
   b. Afford the employee opportunity for VSEA representation;
   c. Include an explanation of the allegations that relate to the issues giving rise to the possible discipline;
   d. Include an opportunity for the employee to present their arguments or explanations; and

e. Be as confidential as possible, except that the Department's Labor Relations Director shall be entitled to any information and may participate in any disciplinary conversations and meetings.

6. Whenever the Department contemplates suspending or dismissing a bargaining unit employee other than a DSA, the employee will be notified in writing of the reason(s) for such action, and will be given an opportunity to respond either orally or in writing. The employee will normally be given twenty-four (24) hours to notify the Department whether he or she wishes to respond in writing or to meet in person to discuss the contemplated discipline. The employee's response, whether in writing or in a meeting must be provided to the Department's Labor Relations Manager within ten (10) workdays of receipt of a written notification of the contemplated discipline. Deadlines may be extended at the request of either party, however, if the extension is requested by the employee or the employee's representative, the employee will be placed in an authorized off-payroll status unless the employee's extension request was necessitated by the Department's inability or refusal to meet within the ten (10) day response period, in which event the employee will remain on the payroll until the meeting takes place. At such meeting, the employee and VSEA representative will be given an opportunity to present points of disagreement with the facts, to identify supporting witnesses or mitigating circumstances, or to offer any other appropriate argument in his or her defense.

7. An employee who is charged with misconduct in collusion with his or her superior shall not be exonerated solely because the superior is found to have also engaged in misconduct.

8. No written warning or other derogatory material shall be used in any subsequent disciplinary proceeding unless it has been placed in an employee's official personnel file.

9. Disciplinary action for misconduct resulting in a written reprimand shall be grievable up through but not beyond Step III. Suspensions and dismissals shall be grievable through all Steps. The dismissal of an employee, other than a DSA, may be appealed directly to Step IV of the Grievance Procedure.

10. In any misconduct case involving a suspension or dismissal, should the Vermont Labor Relations Board find just cause for discipline, but determine that the penalty was unreasonable, the Vermont Labor Relations Board shall have the authority to impose a lesser form of discipline.

11. Notwithstanding the foregoing, the requirements and standards of this Article shall not be mandatory with respect to DSA's, and utilization of this Article by a State's Attorney with respect to a DSA shall not in any manner reduce or eliminate the discretion of a State's Attorney to separate a DSA from employment.

Article 12: Grievance Procedure

1. The purpose of this Article is to provide a process for the review and settlement, whenever possible, of employee complaints and grievances.

2. A Complaint is a written statement to a State's Attorney or immediate supervisor if other than the State's Attorney, outlining the issue giving rise to the complaint. In that written complaint the employee should provide enough details to enable an efficient review and disposition of the matter if possible.

3. A Grievance is a written statement by an affected employee(s), or VSEA on behalf of the affected employee(s), including the specific information outlined in Section 6 hereof.

4. The grievance statement should provide enough details to enable an efficient review and disposition of the matter if possible.

5. It is expected that the Department, employees and VSEA will make a reasonable and sincere effort to resolve any grievance at the lowest possible level.

6. A grievance shall contain the following information:

   a. The name and address of the employee(s) submitting the grievance;
   b. A statement of the facts concerning the grievance;
   c. A specific reference to the pertinent sections of the Agreement, or to any policy, rule or regulation relating to personnel administration alleged to have been violated;
   d. Any indication of the specific remedial action requested; and
   e. A request for a grievance meeting, if desired.

7. If the Department fails to render a timely decision at any step, the grievance can be advanced to the next step.

Section 2: Grievance Process: Throughout this process, except for the time period for appealing to the VLRB which shall be based on calendar days, all time limits in this Article shall be measured in business days.

1. Step I:
   a. The employee or VSEA shall notify the appropriate State's Attorney of the grievance within 15 days of the date upon which the employee knew or reasonably should have known of the occurrence which gives rise to the grievance. The grievance may be presented orally within such time limits, but must be followed up in a written manner within 5 days and must be clearly stated/identified as a grievance by the employee or VSEA.
   b. If the grievance involves an action taken by the State's Attorney, it may be initially filed at Step II.
   c. Within 10 days of the submission of the grievance at Step I, the grievance shall be discussed informally by the state's attorney and the grieving employee/VSEA. The aggrieved employee and VSEA shall be notified in writing of the decision concerning the grievance within 10 days following such discussion.

2. Step II:

a. If no satisfactory settlement is reached at Step I, (or if the grievance was initially filed at Step II as outlined in 1 (b) above), the grievance must be presented in writing to the Department's Executive Director or designee. This submission must occur within 10 days of the Step I decision or, if initially filed at Step II, within 15 days of the date upon which the employee knew or reasonably should have known of the occurrence which gives rise to the grievance. If the Step II is not timely filed, the matter will be considered closed unless the Department agrees to extend the time limit for filing.

b. If a Step II grievance meeting is requested, the Executive Director or designee shall hold the meeting within ten (10) days from the receipt of the grievance unless a satisfactory solution can be agreed to before such meeting. The meeting will be conducted informally.

c. Within ten (10) days of the meeting, the Executive Director or designee shall notify the aggrieved employee and VSEA of the decision in writing.

3. Step III:

a. If the grievance is not satisfactorily resolved at Step II, the grievance may be submitted to the State's Attorneys' Executive Board within 10 days of the Step II decision. If the Step III grievance is not timely filed, the matter will be considered closed unless the Executive Committee agrees to extend the time limit for filing. Notwithstanding the foregoing, if the Department's Executive Director has participated in a disciplinary proceeding at any lower level the grievance may then be presented to the said Executive Board as the next step in the grievance procedure.

b. If a Step III meeting is requested, the Executive Board shall hold the meeting within ten (10) days from the receipt of the Step III submission unless a satisfactory solution can be agreed to before such meeting. The meeting shall be conducted informally. Within ten (10) days of the meeting the Executive Board shall notify the aggrieved employee and VSEA of the decision in writing.

4. Step IV:

a. If the grievance is not satisfactorily resolved at Step III, it may be appealed as follows:

1. Except as specifically limited by such Articles, a grievance that involves Article 10 "Performance Evaluation and Corrective Action" or Article 11 "Discipline and Discharge for Misconduct" of this Agreement may be appealed to the Vermont Labor Relations Board (VLRB), or, with the written consent of VSEA and the Department, to private arbitration with a mutually approved arbitrator. In the event that the parties cannot agree upon an arbitrator, they shall request the appointment of an arbitrator through the American Arbitration Association.

2. A grievance that involves any Article(s) of this Agreement other than Article 10 and Article 11 may be appealed to an expedited arbitration proceeding before an arbitrator(s) chosen from a list of arbitrators pre-qualified by the Department and VSEA.

The expedited arbitration proceeding shall normally be held within 30 calendar days after the Step IV filing date. The grievance shall be heard on the basis of not more than a two (2) hour presentation

by each party, which may include live testimony, followed by a not more than a thirty (30) minute summation by each party. The parties will not submit briefs unless there is mutual agreement; and if agreed, the brief shall not longer than ten (10) pages in length.

The arbitrator's decision, which may be in summary form, shall be due not later than ten (10) business days after the hearing record is closed.

The time limits and other restrictions set forth in this sub-section may be modified by mutual agreement or, upon a showing of emergency or good cause, by the arbitrator at the request of either party.

b. A Step IV filing must be made within thirty (30) calendar days of the Step III decision. The decision by VLRB or the arbitrator shall be final and binding, except that in the case of VLRB, questions of law may be appealed to the Vermont Supreme Court, and in the case of an arbitrator, appeals may be taken as authorized by Vermont's Arbitration Act, as the same may be amended from time to time.

c. If the parties agree to resolve the grievance through arbitration, the cost of the arbitrator shall be split equally by the parties, and each party shall be responsible for their own attorney's fees and costs.

Alternative Dispute Resolution (ADR):

In recognition of the parties' commitment to reconcile their differences in the least adversarial manner possible, VSEA and the Department may agree to utilize mediation or another ADR process which will facilitate the goal of resolving the grievance in a manner that promotes positive labor relations. In the event of an agreement to mediate, the mediator shall be jointly selected by the parties and all grievance timelines will be suspended until the mediation process is completed. Should the formal grievance procedure be resumed the mediator shall not be called as a witness by either party. Either party may elect to discontinue the mediation at any time. The cost of any such mediator shall be born equally by the parties.

Article 13: Classification Process

1. Definitions:
   a. Classification Review is defined as the process whereby either employees, VSEA or management may initiate a review by the 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's Rights to Direct Work:

Nothing herein shall be construed in a manner which prevents or interferes with the Department'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 the Department's right to direct an employee to perform the duties (s)he was hired to perform, and the Department'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. Process:

a. Requests for Review (RFR) may be submitted by an individual for his/her position, or by VSEA for a class title, with reference to an existing job title within the Department, an identified comparable position in Vermont state government executive branch, or for an upward reallocation of paygrade. The RFR must be completed on the form provided by the Department.

b. The RFR for a Class Review can only be submitted to the Department during the month of June to allow the Department to budget for the increase, or plan to seek budget adjustment, or to request carry forward funding if such monies are available.

c. The Department will review and make a determination to approve or deny the RFR.

d. The Department may approve the RFR at the requested paygrade or may approve at a lower paygrade than requested. If approved at a lower paygrade, the employee(s) may appeal to the SA Executive Committee within 10 days of the determination by the Department. The decision of the SA Executive Committee will be final and binding.

e. If the RFR is denied by the Department in whole, an employee(s) may grieve the denial to the State's Attorneys' Executive Committee within 10 days of the Department decision. The Executive Committee will review and provide a response within 20 days, or if a meeting is requested, hold the meeting within 20 days and issue a decision within 10 days after the meeting.

f. If the Executive Committee denies the request in whole, VSEA may submit the issue for expedited arbitration to an arbitrator(s) pre-qualified by the Department and VSEA as knowledgeable of the Department's classification system or other point factor analysis classification systems. The parties also agree to utilize the same expedited arbitration process as set forth above in Article 12, Step IV (a) to resolve any such submitted issues.

g. The parties agree that any award that exceeds $20,000 in costs will not be instituted without available funding from the Department, through budget adjustment, or carry forward monies if such is available. The Department will meet with the employee(s) and the union to discuss the funding proposal and plan to secure

monies. In the event that budget adjustment or carry forward monies are not immediately available, the employee(s) will only be eligible for three pay periods of retroactive pay, from the date of the arbitrator's award.

h. Subject to sufficient appropriation, bargaining unit employees who are currently classified at paygrade 17 shall be reclassified to pay grade 18 as of the first full pay period in October 2022.

i. Subject to sufficient appropriation, bargaining unit employees who are currently classified at pay grade 19 shall be reclassified to pay grade 20 effective as of the first full pay period October 2022.

j. Subject to sufficient appropriation, bargaining unit employees who are currently classified at pay grade 20 shall be reclassified to pay grade 21 effective as of the first pay period in October 2022.

Article 14: Vacancies

1. When the Department decides to fill a bargaining unit vacancy through competitive procedures, notice shall be posted internally and externally for an amount of time determined by the Department. At its sole discretion, the Department may decide to post internally only, but may later decide to additionally post externally. The Department shall determine the content of the posting, and shall include a brief description of duties and minimum qualifications required. All current employees of the Department who meet the minimum qualifications of the position may request and be interviewed for a posted position.

2. The Department shall guarantee an interview to any former employee who was subject to a Reduction in Force by the Department and is on the Recall list who applies for the position and who meets the minimum qualifications.

Article 15: Employee Work Week

1. DSA's and any other U.S. Fair Labor Standards Act (FLSA) exempt employees that may be added to the bargaining unit will be expected to work a minimum of forty (40) hours per week and as is necessary to accomplish the duties of their position in a professionally responsible manner.

2. FLSA covered full-time employees will be scheduled to a normal workweek of forty (40) hours. An employee's basic weekly salary and eligibility for overtime compensation shall be based on a forty (40) hour workweek schedule.

3. With the permission of their employing State's Attorney, DSA's may work from home on sporadic and infrequent occasion when preparing casework or other duties that may be better facilitated by that telework arrangement. In no case will such work qualify the employee for any other compensation or benefit and shall not constitute a precedent for that employee or any other employee.

Article 16: Overtime

1. Employees who are non-exempt under the FLSA shall receive one and one-half (1.5) times their regular hourly rate for all hours actually worked in excess of forty (40) hours per work week.

2. Employees who are non-exempt under FLSA, who work part-time schedules, shall be compensated at straight time rates for hours worked over their normal scheduled hours on any workday, and shall receive one and one-half (1.5) times their regular hourly rate for all hours over 40 hours in a workweek. Such employees may request compensatory time off in lieu of cash payment

3. Employees may not assign overtime work to themselves or work overtime without specific approval by the State's Attorney.

4. With the approval of the Department, earned overtime may be taken on a time and one-half compensatory time basis in lieu of cash overtime. The Department may direct employees to utilize comp time each year and in its sole discretion may opt to pay out comp time within the fiscal year it was earned.

5. DSA's shall receive an additional one thousand ($1000.00) dollars annually, payable in two installments in December and May of each fiscal year, over and above the compensation increases set forth in Wage and Step article hereof, for all overtime hours associated with competent fulfillment of their job responsibilities. Also, with the permission of the appropriate State's Attorney, DSA's may receive discretionary compensatory time off at straight time for overtime hours worked which shall not be compensable in cash or eligible for payout upon separation. With the permission of the appropriate State's Attorney, a DSA may receive up to 16 hours of discretionary time off for significant hours worked at night or on a weekend relating to a trial or brief or other case preparation. The State's Attorney must send written notice to the Executive Director on the form provided by the Department at the time of awarding the hours. The employee must utilize the time off within the current or next two pay periods, and must code it as "Paid Not Worked" or another code as directed by the Department. This time off may not be carried over beyond the second pay period after which it was authorized, and shall not be compensable in cash or eligible for payout upon separation.

6. Victim Advocates who complete at least two entirely voluntary webinars or equivalent professional development trainings per quarter, approved in advance by the Department, shall receive a quarterly stipend in the amount of one hundred and fifty ($150) dollars, payable in the last payroll cycle of each such quarter. The participation in training may take place during the workday, provided that there is no conflict with existing work commitments and work priorities. The employee must request approval in advance from their State's Attorney if they want to participate in the training during the workday. Since this training is entirely voluntary, there is no overtime authorized relating to the training.

7. SAS Administrative Assistants, SAS Secretaries and SAS Program Service Clerks who complete at least two entirely voluntary webinars or equivalent professional development trainings per quarter, approved in advance by the Department, shall receive a quarterly stipend in the amount of one hundred and fifty ($150)

dollars, payable in the last payroll cycle of each such quarter. The participation in training may take place during the workday, provided that there is no conflict with existing work commitments and work priorities. The employee must request approval in advance from their State's Attorney if they want to participate in the training during the workday. Since this training is entirely voluntary, there is no overtime authorized relating to the training.

Article 17: Call In Pay and DSA After Hours Call

1. An employee who is called in to work on off-duty hours shall be eligible for Call In Pay; however, this provision shall not apply to DSA's who are otherwise compensated in Section 2, below. An employee called in to work after hours or on weekends or holidays shall receive a minimum of 2 hours of Call In Pay at one and one-half (1.5) times regular pay in addition to the applicable rate for all additional hours worked related to the Call In. An employee who is required on a regularly scheduled workday to report to work earlier than their normal starting time shall be eligible for Call In Pay provided that the required starting time is more than one hour earlier than their normal start time.

2. DSA's who are assigned after-hours call status shall be compensated on the basis of an additional fifty ($50) dollars per day for each day they are assigned by the State's Attorney to be in such status. Not more than one DSA per office may be assigned after-hours call status per day.

Article 18: Personal Leave

Administrative Assistants, Secretaries and Program Service Clerks:

1. An employee who in any fiscal three (3) month period (beginning with the first full payroll period in July, October, January, and April),
   a. Does not use sick leave, beyond eight (8) hours (except when on designated Family/Parental Medical Leave); and
   b. Is not off payroll, or on any type of leave of absence without pay (except Workers' Compensation leave and/or designated Family/Parental Medical Leave), or on suspension without pay;

   shall be entitled to ten (10) hours of personal leave. Such leave hours shall not be compensable in cash, convertible to other forms of leave, or accumulated from State fiscal year to fiscal year, except that any personal hours earned during the last three (3) month period of a fiscal year may be used in the succeeding three (3) month period, but not thereafter.

2. No employee shall be entitled to earn more than forty (40) hours of personal leave per fiscal year under the terms of Section 1, above.

3. Personal leave accrual and eligibility criteria shall be pro-rated, as appropriate, for permanent part-time employees.

4. 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.

5 Deputy State's Attorneys and Victim Advocates:

DSA's and Victim Advocates shall receive two (2) days of personal leave as of July 1 of each contract year, to be utilized during that contract year and not subject to carry-over or accumulation. An employee must submit the signed leave slip to the Department's central office.

Article 19: Insurance and Employee Assistance Program

1. The State of Vermont insurance benefits for health insurance, life insurance, dental insurance, and State retirement, currently available to covered employees shall remain available for the duration of this Agreement. Any modifications to plan benefits, co-pays and premium contributions shall be consistent with those negotiated in the State's Executive branch contracts.

2. Employee Assistance Program: The Department will continue to participate and pay the required costs to the State for its participation in the State's Employee Assistance Program (EAP) to ensure that covered employees have access to the programs. VSEA recognizes the value of employee assistance and will encourage employee participation.

3. During the life of this Agreement, the Department will continue to provide a LTD plan to bargaining unit staff.

Article 20: Holidays: The parties agree to the following holidays during the term of this Agreement:

State of Vermont Holiday Schedule:
New Year's Day - January 1
Martin Luther King Jr. Day – 3rd Monday in January
Presidents' Day – Federal observance date
Town Meeting Day – 1st Tuesday in March
Memorial Day – Federal observance date
Independence Day – July 4
Bennington Battle Day – August 16
Labor Day – Federal observance date
Veterans' Day - November 11
Thanksgiving Day – Last Thursday in November
Christmas Day – December 25

2. Administrative Holiday: In addition, the parties agree that the day after Thanksgiving is an administrative holiday, except that the Department may determine essential operations on that day, directing some or all

of the employees to work on that day. If an employee is required to work on that day, the employee will receive eight (8) hours of compensatory time (pro-rated for part-time employees) in addition to the employee's applicable hourly rate.

3. The parties agree that Indigenous Peoples' Day in October will be a Floating Holiday, except that the Department may determine essential operations on that day, directing some or all of the employees to work on that day. If an employee is required by the State's Attorney to work on Indigenous People's Day, the employee will receive compensatory time for all hours worked in addition to the employee's applicable hourly rate. If an employee is not directed by the State's Attorney to report to work on that day, but chooses to work on Indigenous People's Day, the employee must work their regularly schedule hours that day, and will be entitled to take off the same number of hours on a different day of their choice. The utilization of this floating holiday cannot be taken in less than a full day increment.

4. Any above listed holiday which falls on a Saturday shall be observed on the prior Friday, and any such holiday which falls on a Sunday shall be observed on the following Monday.

Article 21: Annual Leave

1. Employees are provided opportunity to accrue annual leave in order to have time off for vacation or other personal matters. Employees are encouraged to utilize annual leave in order to ensure rest and relaxation from the demands of the job for the employee's health and well-being.

2. All annual leave requests must be submitted in advance to the State's Attorney for review and approval. Approval will be based upon consideration of critical operating needs of the office. Such approval shall not be unreasonably withheld. If more than one employee has submitted leave request for the same period of time, the State's Attorney may consider factors such as seniority, employee's work commitments during the requested period of time, how much advance notice employee gave of the leave request, amount of leave previously used by the requesting employees during the past six months, and reason for the request (e.g. impact to the employee if leave is not granted, such as important personal and family events). An employee who requests leave that is not granted may contact the Department's Labor Relations (LR) Unit for review, but such denial is not subject to grievance beyond Step 2.

3. Annual leave credits shall not be advanced for use prior to their being credited to the employee's account. Annual leave credits may be accumulated during an employee's first six months of employment, but may not be utilized in advance of earning the time. A part-time employee earns leave on a pro-rated basis. A bargaining unit employee shall be credited with forty-eight (48) hours of annual leave upon completion of his or her first six (6) months of service.

4. a. Employees who are in the positions of Administrative Assistant, Secretary and Program Service Clerk shall be entitled to annual leave accrual rates and accumulation caps as follows:

Years of Service	Accrual Rate in Hours per Pay Period	Accumulation Cap
0-5	3.69	240
5-10	4.62	280
10-15	5.54	320
15-20	6.13	340
20-30	6.46	360
30+	7.38	360

Accrual rate is the number of hours the employee shall accrue per complete pay period.
Accumulation Cap is the maximum number of hours an employee may accumulate.
Years is the range of the number of years of permanent and/or limited service.

b. Up to one hundred sixty (160) hours of annual leave accrued by an employee separating from the Department shall be paid as a lump sum with the final payment for active service.

c. An employee who retires from the Department shall have all accrued annual leave paid as a lump sum.

d. An employee who dies while in active service with the Department shall have all accrued annual leave paid as a lump sum.

e. An employee who fails to give two (2) weeks' notice of resignation and this notice is not waived by the State's Attorney or the Executive Director, shall forfeit the number of unused annual leave hours by which the notice is deficient.

5. a. Employees who are in the positions of DSA and Victim Advocate shall be entitled to annual leave accrual rates, accumulation caps and provisions for DSA payout upon voluntary separation as follows:

Years of Service	Accrual Rate in Hours per Pay Period	Accumulation Cap in hours	DSA Payout in Days upon Voluntary Separation
0-1	3.69	120	5
2-4	4.62	160	5
5-10	6.15	200	10
10-15	6.15	240	10
15-20	6.46	280	15
20+	7.38	300	20

Accrual rate is the number of hours the employee shall accrue per complete pay period.
Accumulation Cap is the maximum number of hours an employee may accumulate.
Years is the range of the number of years of permanent and/or limited service.

b. A DSA who voluntarily separates from the Department with at least 20 days' notice prior to the last day worked shall be paid for accrued annual leave up to the amount established in this section as a lump sum with the final payment. The Department may approve a DSA or VA request for payout of up to the amount established in this Section with less than 20 days' notice. This decision is solely up to the Department and not subject to the grievance procedure.

c. A DSA, regardless of years of service, who retires from the Department, will be eligible for up to 30 days of accrued annual leave paid as a lump sum with the final payment.

d. Effective September 1, 2022 a Victim Advocate who voluntarily separates or retires from the Department with at least 20 days' advance written notice to their State's Attorney and SAS headquarters prior to the last day worked shall be eligible for an accrued annual leave payout based upon the following schedule: .

Years of Service	Victim Advocate AL Payout
0-3 yrs	5
4-10	10
11-15	12
16-20	15
20+	20

e. A DSA or Victim Advocate separated from service for disciplinary reasons shall not be eligible for annual leave payout.

6. An employee rehired by the Department after a reduction in force from the Department shall have his/her leave accrual rates restored. An employee rehired by the Department within two years of separation, or an employee directly transferring into the Department from another Vermont State agency or department, may have his/her leave accrual rates restored up to, but not more than the 5-year rate. An employee directly transferring into the Department from another Vermont state agency or department may request to transfer in not more than 10 days of annual leave and 20 days of sick leave, but shall not be entitled to use more than 5 days of annual leave in the first three months of employment.

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

8. An employee who is off payroll or on an unpaid leave of absence for twenty (20) hours or more during a pay period shall not accrue annual leave for that pay period. This twenty (20) hour test shall be prorated accordingly for part-time employees.

Article 22: Sick Leave

Section 1: General Provisions

1. It is the policy of the Department to help protect the income of an 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.

2. All employees of the Department shall be credited with a bank of forty-eight (48) hours of sick leave on which he or she may draw during the first six months of service.

3. Employees who are in the positions of Administrative Assistant, Secretary and Program Service Clerk shall be entitled to sick leave accrual rates as follows:

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

Accrual rate is the number of hours an employee shall accrue per payroll period of service. There shall be no limit placed on the total accumulation of earned sick leave hours. Years is the range of the number of years of permanent and/or limited service.

4. Employees who are in the positions of DSA and Victim Advocate shall be entitled to sick leave accrual rates and accumulation caps as follows:

Years of Service	Accrual Rate in Hours per Pay Period	Accumulation Cap in hours
0-5	3.69	400 hours
5-10	4.62	1080
10-20	5.54	1080
20+	6.46	1600

Accrual rate is the number of hours an employee shall accrue per payroll period of service. There shall be no limit placed on the total accumulation of earned sick leave hours. Years is the range of the number of years of permanent and/or limited service.

5. A permanent part-time classified employee earns leave on a pro-rated basis.

6. Sick leave credits shall not be advanced for use prior to their being credited to the employee's account.

7. When a Department employee separates from State service, the entire amount of the employee's unused sick leave shall lapse.

8. Except in the instance of being rehired by the Department after a reduction in force from the Department, an employee shall not receive leave accrual credit for prior Department service.

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

10. An employee who is off payroll or on an unpaid leave of absence for twenty (20) hours or more during a pay period shall not accrue sick leave for that pay period. This twenty (20) hour test shall be prorated accordingly for part-time employees.

11. An employee rehired by the Department after a reduction in force from the Department shall have his/her leave accrual rates restored. An employee rehired by the Department within two years of separation, or an employee directly transferring into the Department from another Vermont State agency or department, may have his/her leave accrual rates restored up to, but not more than the 5-year rate. An employee directly transferring into the Department from another Vermont state agency or department may request to transfer in not more than 10 days of annual leave and 20 days of sick leave, but shall not be entitled to use more than 5 days of annual leave in the first three months of employment.

Section 2: Use of sick leave

1. The use of earned sick leave credits shall be authorized by the State's Attorney or Executive Director or their designee 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.

2. 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.

3. The use of up to 10 days of sick leave credits may be authorized to permit a Department employee to be absent from duty due to death or illness in his or her immediate family. Based upon emergency circumstance, the State's Attorney with the approval of the Executive Director, may authorize use of additional sick leave credits.

4. An employee who has an accumulated sick leave balance shall be authorized to 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.

5. 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.

Section 3: Notice and Protocols

1. Unless physically unable to do so, an employee shall notify the State's Attorney an hour before the employee's reporting time of his/her inability to report to work, and the nature of the illness, or family emergency or illness, which will allow the State's Attorney to determine potential need to reassign work for that day or thereafter. The employee shall give the State's Attorney notice of absence due to illness if the employee has advance knowledge of required medical treatment.

2. The State's Attorney, after consultation with the Department, or the Department's Executive Director or designee, may require submission of a certificate from a physician or other evidence to:

   a. Justify the approval of sick leave; or
   b. 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.

3. The Department can deny an employee the use of sick leave if evidence is available to clearly demonstrate that it was misused. An employee who misrepresents his or her claim for sick leave may be subject to disciplinary action up to and including dismissal.

4. The Department may place an employee on a sick note requirement if the employee's utilization of sick leave demonstrates a pattern of misuse. Normally, such sick note requirement shall not extend beyond 6 months, but can be reinstituted if the employee's utilization continues to indicate possible misuse.

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

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

7. Sick leave may not be deducted in increments of less than one-half (1/2) hour.

8. An employee who becomes sick during approved annual leave, personal leave or comp time, may subsequently request to have the sick time charged to sick leave balances.

9. When a bargaining unit employee is awarded a weekly compensation under the provisions of Workers' Compensation Act, he or she may be granted sick leave or annual leave when sick leave credits are exhausted, to the extent of the difference between such compensation and his or her weekly rate.

Section 4: Management Responsibilities

The State's Attorney or the Department shall:

a. Advise new employees of the sick leave provisions;
b. In the instance of extended illness, keep informed as to the employee's physical condition and anticipated date of return to work;
c. Ensure that sick leave is not misused, and if necessary, require submission of evidence as to necessity for the leave;
d. Ensure that the provisions of this Article are observed in his or her department or agency; and
e. Report use of sick leave in accordance with the provisions of this Article and the instructions on the payroll time report.

Section 5: Sick Leave Bank
Bargaining unit employees may participate in any Sick Leave Bank established by the parties.

Article 23: Civic Duty

Employees who serve as Selectperson, Village Trustee, Alderperson, Board of Civil Authority, or School Director, or the functional equivalent of any of the above regardless of actual title so long as it is an elected position, in their communities may, subject to the operating needs of the Department, be granted up to three (3) days off per fiscal year without loss of pay for the purpose of conducting official business, pertaining to their elected office, which cannot be accomplished outside of normal working hours. This leave can only be taken in 4-hour increments.

Article 24: Emergency Closing

1. The Department shall decide when, if, and to what extent, State facilities shall remain open or closed during emergencies, such as adverse weather conditions, acts of God, equipment breakdown, inoperable bathroom facilities, extreme office temperatures, etc.

2. In facilities that must remain in operation despite emergency conditions, continued operations with a reduced work force may be authorized. In such instances, employees who are authorized to leave work early may do so without loss of pay or benefits. Employees who are required to remain at work shall receive compensatory time at straight time rates.

3. 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.

4. An employee who cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons may use their own sick leave balances. If the employee exhausts their sick leave balance, the employee's time may be charged to accumulated compensatory time, annual leave, and personal leave, in that order.

5. If the Agency of Administration or the Department 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 the State's Attorney or Department to work during complete emergency closings under (5) above, shall receive hourly pay at straight time rates for all hours so worked. This payment will be in addition to the employee's regular pay.

Article 25: Salary and Steps

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

Pay Plan Charts	Effective Date
Appendix C	July 3, 2022
Appendix D	July 2, 2023
Appendix E (DSA)	July 3, 2022
Appendix F (DSA)	July 2, 2023

2. Salary is computed as an hourly rate rounded to the nearest whole cent.

3. A. Cost of Living Adjustments and Mid-Year Non-Recurring Lump Sum Payments for YR 1 / FY23:

a. Effective July 3, 2022, Victim Advocates, SAS Administrative Assistants, SAS Secretaries, and SAS Program Service Clerks shall receive a 3% cost-of-living-adjustment; and,

b. Effective the first full pay period in January 2023, Victim Advocates, SAS Administrative Assistants, SAS Secretaries, and SAS Program Service Clerks employed as of that pay period will receive a lump sum, non-

base building payment of two thousand ($2,000) dollars. Such lump sum will not be added to employees' base or to the pay plan.

c. Effective July 3, 2022, SAS Deputy State's Attorneys will receive a cost-of-living-adjustment based upon the new DSA Pay Plan, see Appendix C. The percentage rate of increase will vary for each individual DSA based upon their step number as of July 3, 2022. The parties agree that this revised pay plan is a compilation of the July 4, 2021-June 30, 2022 ODG Pay Plan, increased by 3%.

d. Effective the first full pay period in January 2023, SAS Deputy State's Attorneys employed as of that pay period will receive a lump sum, non-base building payment of two thousand dollars ($2,000). Such lump sum will not be added to an employee's base or to the pay plan.

4. B. Cost of Living Adjustments and Mid-Year Non-Recurring Lump Sum Payments for YR 2 / FY24:

a. Effective July 2, 2023, all bargaining unit employees (Victim Advocates, SAS Administrative Assistants, SAS Secretaries, SAS Program Service Clerks and Deputy State's Attorneys) shall receive a 2% cost-of-living-adjustment; and,

b. Effective the first full pay period in January 2024, all bargaining unit employees (Victim Advocates, SAS Administrative Assistants, SAS Secretaries, SAS Program Service Clerks and Deputy State's Attorneys) shall receive a lump sum, non-base building payment of one thousand ($1,000) dollars. Such lump sum will not be added to an employee's base or to the pay plan.

5. Should the Governor's Twin Sate Family Medical Insurance plan be implemented it shall be provided to the members of the bargaining unit at no cost to the members. Should such Plan not be implemented or be implemented and then discontinued, an across the board increase (ABI) of one quarter of one percent (0.25%) shall be applied effective with the beginning of the first full payroll period following such decision.

6. Steps:

a. In order to receive a Step increase, an employee must have an overall Satisfactory performance evaluation which may include a presumptive satisfactory if the employee has not received an annual evaluation.

b. All employees (except DSA's) receive step increases under the State Pay Plan charts. Steps shall be received by the individual employee based upon the step plan schedule and rules. The required time on each step in the Step Pay Plan shall be as follows:

Step 1 (probation) - normally, 6 months
Step 2 one year
Step 3 - one year
Step 4 - one year
Step 9 - two years
Step 10 - two years
Step 11 - two years

Step 5 - one year
Step 6 - two years
Step 7 - two years
Step 8 - two years
Step 12 - two years
Step 13 - three years
Step 14 - three years
Step 15 - final step

c. DSA's receive annual anniversary step increases up to Step 15 under the DSA Step Plan in Appendix E and Appendix F.

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

8. The parties acknowledge that during the 2020-2022 contract term, they examined the following: (1) the feasibility and cost of the appropriate classification of victim advocates, and (2) the question of the relationship between the seniority and step placement of DSA's, and that the following adjustments were agreed to:
a. Effective the second full pay period in FY23, the Victim Advocates will be upwardly reassigned from PG22 to PG24, with the salary adjustment outlined in section 7, above.
b. Effective the first full pay period in FY23, DSA's whose salary was reduced by the Vermont Secretary of Administration in either December 2008 or July 2010 and who had not received a previous adjustment will receive a salary adjustment that the parties agree fully resolves the relationship between any DSA's seniority and their step placement (See Appendix E).

Article 26: Annual License Reimbursement

To the extent funds are available for this purpose, DSA's shall be reimbursed for the cost of their bi-annual license fees to the Vermont Supreme Court to allow for their practice of law.

Article 27: Reduction In Force

The Department's Executive Director or designee with notice to the State's Attorneys Executive Committee may lay off a bargaining unit employee at any time as a result of lack of work, lack of funds or for improved operational efficiency. Prior to any such lay off being effectuated by the Department, it shall give VSEA at least thirty (30) days

advance written notice and shall meet with VSEA upon request to discuss the availability of alternatives. Any laid off employee shall have recall rights in the same office for a period of six (6) months from the effective date of the layoff should the cut position be restored. Thereafter, for a period of two (2) years from the date of the layoff, the affected employee shall be given notice of available positions and afforded interview rights for any vacant Departmental position for which they meet the minimum qualifications and request such an interview. Recall to a position with a lower pay classification following layoff from a Departmental position shall not be considered a demotion, but the employee shall not be compensated at a rate that is higher than the rate for the top step of the position being accepted.

Article 28: Injury on the Job

1. The Department will post at each office the information from State Risk Management (RM) and Vermont Department of Labor (VDOL) Workers' Compensation (WC) Unit regarding filing a First Report of Injury and other materials available from RM and VDOL about the WC system and process.
   An employee who suffers a workplace injury shall report it immediately to their State's Attorney, who shall provide notice to the SAS Labor Relations Unit. If, due to the extent of the injury, the employee is unable to report the matter to the State's Attorney, the employee shall endeavor to make the report within 72 hours. It is expected that Department will assist the employee in ensuring that the First Report of Injury is sent in a timely manner to State Risk Management and VDOL.

2. For an injury relating to the performance of a Department 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 Department employees and willing combatants, this Article shall not apply.
   b. The provisions of this Article may be extended in other appropriate cases.

3. In any such instance, as in all other instances, the determination by the Commissioner of Labor 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 Department 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 Department, the Department will try to place the employee in any Department 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 injury, (or non-job-related injury as specified under reduction in force (RIF) rights), is separated from his or her position, but is not retired, shall be granted RIF reemployment rights as outlined in the RIF article above.

If the Department 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 request a reasonable accommodation as provided in law. If the Department determines that a reasonable accommodation cannot be provided, which in some cases may be employment in a vacant position in the Department, then the employee will be separated from employment. Such employee shall be granted RIF reemployment rights under the RIF article with the ninety (90) day probationary period. The employee must meet minimum qualifications and be able to perform the essential functions of the position to which he or she seeks to be reemployed.

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

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

   b. For all injuries for which there is no provision for temporary total disability payments (e.g., only those injuries listed in 21 V.S.A. § 648(19)(A), (B) and (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 the provisions of this Agreement.

Article 29: Off Payroll and Administrative Leaves of Absence

1. POLICY

a. A leave of absence may only be granted to a bargaining unit employee who can be expected to return to work provided that, in the opinion of the Executive Director or designee the leave of absence is in the overall best interests of the employee and clearly not detrimental to the Department. 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 position in the Department; or

2. 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 has no annual leave; or

3. any other justifiable reason at the request of the employee and with the concurrence of the Executive Director or designee.

For employees covered under the DSA Step Plan, who are granted an administrative leave of absence, steps will be received in accordance with Step plan schedule and rules set forth in this Agreement. A DSA granted an administrative leave of absence, upon return to the Department, will be credited with step movement that the employee would have received if not on an approved administrative leave.

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 bargaining unit position to accept a temporary position or a contractual arrangement in Vermont State government. However, nothing shall prohibit the Executive Director or designee from authorizing an employee to accept a limited-service position within the Department.

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 RIF rights.

f. All leaves of absence must be approved in advance by the Executive Director in consultation with the appropriate State's Attorney and must be for a definite period of time (not in excess of six months) 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 Executive Director.

2. Exempt Employment

a. An employee who accepts an exempt appointment wishing to return may compete for vacant positions and will be guaranteed an interview if the employee meets the position's minimum requirements. If the employee is rehired into a bargaining unit position, the employee's salary will be adjusted and calculated as if they had been continuously employed in the bargaining unit. Leave accruals rates will be based upon the time spent in the bargaining unit position(s).

b. On return to a bargaining unit position, employees shall be entitled to unused sick leave credits placed in his/her account when (s)he separated from the bargaining unit.

c. An employee leaving the bargaining unit to accept an Exempt position shall have their annual leave paid as a lump sum, up to the amount of annual leave payout provided to non-retiring employees in the Annual Leave Article hereto. Such payment will be made in the first or second payroll period following the transfer to the Exempt position.

d. If transferring to an exempt position with the Department, the employee can retain up to 80 hours of annual leave on the books which would be restored to their annual leave account if they return to a bargaining unit position in the Department. If the employee received an annual leave payout before entering the exempt position, and if such payout was up to the maximum allowed to a non-retiring employee, then the employee would not be eligible for a second leave payout if they leave the exempt position to return to the bargaining unit. This provision shall not apply if the exempt position is part of the "classified-exempt" category of staff who are in the State leave accrual systems. In such case, the employee's leave balances will remain and be available for use under the normal provisions of the leave use and accruals system.

3. Off Payroll

a. A bargaining unit 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 by the Executive Director as outlined in this Article.

b. A bargaining unit 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.

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

5. An employee who fails to return from a leave of absence, paid or unpaid, after a leave is terminated, or an employee who is absent from work for two (2) consecutive workdays without notifying his/her State's Attorney shall be considered a voluntary quit, except when returning from military leave. A failure to return to work may be covered by a retroactive granting of leave from the State's Attorney or Executive Director if the circumstances warrant. This section does not prevent discipline for absenteeism.

6. This Article neither adds to nor subtracts from the benefits of probationary employees.

7. An employee who is unable to perform job duties because of extended illness or disability who has been approved for FMLA and has exhausted all but forty hours of sick leave, and forty hours of annual leave, may be granted a medical leave of absence for up to six (6) months, which may also be extended with the approval of the Executive Director, as specified under sub-section (g) hereof.

8. 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 30: Parental and Family Leave

1. POLICY

It is the policy of the Department to permit employees reasonable time off to care for dependent children in instances such as illness, birth, or adoption, and in cases of serious illness of a member of an employee's immediate family or for their own serious illness. Leave for such purposes is provided by both federal and state statutes ("statutory leave"). Vermont's Parental and Family Leave Act, 21 V.S.A. §470 et seq., The Coronavirus Aid, Relief and Economic Security Act of 2020 (CARES), 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.

In the event of any conflict created by the amendment of statute or otherwise, the rights and responsibilities of the Department 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 Code of Federal Regulations ("CFR") for the Family Medical Leave Act will be the authoritative reference and/or decisions of the Vermont Supreme Court with regard to the state statute.

a. "Eligible Employee" for the purposes of the statutory leaves, means an employee who has successfully completed original probation or has worked for one (1) year, whichever occurs first, and has worked for at

least an average of twenty (20) hours per week. All references to employees in this Article are references to eligible employees.

b. "Family Leave" means a leave of absence from employment for one (1) of the following reasons:

1. The serious illness of an eligible employee; or

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

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

d. Statutory "Parental Leave" means a leave of absence from employment for one of the following reasons:

1. During the employee's pregnancy;

2. Following the birth or delivery of the employee's child; or

3. Within a year following the initial placement of a child sixteen (16) years of age or younger with the employee for the purpose of adoption. Statutory Parental Leave, by itself or in combination with Family Leave, may not exceed twelve (12) weeks in a twelve (12) month period beginning with the first day either type of leave is used. Leave taken under this Agreement will be credited against any such statutory entitlement to the full extent permitted by law.

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

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

1. incapacity of more than three (3) consecutive calendar days that involves either
(i) treatment two (2) or more times by a health care provider (or under the direction or orders of a health care provider), or
(ii) treatment by a health care provider on at least one occasion resulting in a regimen of continuing treatment under the supervision of the health care provider;

2. any period of incapacity due to pregnancy, or for prenatal care;

3. any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits for treatment, including episodic conditions such as asthma, diabetes, and epilepsy;

4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, although the individual is under the continuing supervision of a health care provider. (e.g., Alzheimer's, severe stroke, or the terminal stages of a disease); and
5. Any period of absence to receive multiple treatments from a health care provider (or on orders or referral from a health care provider) for restorative surgery or for a condition that would likely result in an absence of more than three (3) consecutive calendar days without treatment (e.g., cancer (chemotherapy, radiation), severe arthritis (physical therapy), kidney disease (dialysis)). (The foregoing is the Federal Equal Employment Opportunity Commission's summary definition; refer to the Code of Federal Regulations for the full definition).

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

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

i. "Reduced Schedule Leave" means a leave schedule that reduces an employee's usual number of working hours per work week or hours per workday. 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 Department 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 Department will continue to pay the employer's obligation portion of the employee's benefits at the same level and rate as if the employee were not on leave. After the leave expires, the Department 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 time, the employee had given notice or received notice that employment would terminate; or
2. If the Department can demonstrate by clear and convincing evidence that the employee's position would have been 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. Department'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 Department may deny the leave. The employee must provide reasonable advance notice to the Department if the employee wishes to request an extension of the leave, to the extent available. It is the Department's option whether to permit an employee to return to work in advance of the expiration of the leave granted. The State of Vermont will 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 Department has the right to require the refund of any compensation paid during the leave, except sick leave and annual leave, if the employee does not return to work.

The calculation of the amount of Family Leave or Parental Leave time used by eligible employees who are employed less than full time or by eligible employees using intermittent leave or reduced schedule leave will be made on a prorated basis consistent with 29 C.F. R. ¶825.205 as it may be amended from time to time.

4. PARENTAL LEAVE - ADOPTION, PREGNANCY AND CHILDBIRTH

a. A leave of absence without pay shall be granted upon request for up to four (4) months for employees (male or female) who have requested Parental Leave. Such Leave shall be unpaid, except as provided in section (b) below. Upon request the appointing authority can extend the leave an additional two (2) months. During approved leave extensions beyond four (4) months, this Agreement's administrative leave provisions shall be applicable, including, but not limited to, the requirement that the employee shall pay one hundred percent (100%) of their insurance benefits. Notwithstanding the foregoing, if the approved leave extension results from the employee's illness, this Agreement's medical leave provisions shall be applicable, including the Department'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 twelve (12) weeks of any accrued paid leave, including, but not limited to, sick leave, annual leave, compensatory time, and personal 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

a. 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 Department's operations. The Department 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 Department assigns the employee to an alternative position, once the need for the intermittent or reduced leave schedule is ended, the Department 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.

b. When an employee is granted Parental Leave after the birth or placement of a child, the Department, in its discretion, may grant the employee's request for intermittent leave or reduced schedule leave. However, if the mother has a serious illness in relation to the birth of a newborn then the provisions for intermittent leave/reduced schedule leave for Family Leave are applicable. If the newborn has a serious illness, then the provisions for intermittent leave/reduced schedule leave for Family Leave are applicable to either parent. Prior to the birth of a child, a pregnant employee can take intermittent leave for prenatal exams or for her own medical condition, e.g., severe morning sickness.

7. SHORT-TERM FAMILY LEAVE

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

1. To participate in preschool or school activities directly related to the academic educational advancement of the employee's child, stepchild, foster child or ward who lives with the employee, such as a parent-teacher conference.
2. To attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse or parent-in-law to routine medical or dental appointments.
3. To accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being.
4. To respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee or the employee's parent, spouse or parent-in-law.

b. The Department 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 31: **Military Leave**

1. POLICY

a. A bargaining unit employee inducted into the Armed Forces of the United States either by draft or voluntary enlistment for active service shall be granted a leave of absence without pay for the duration of his or her active duty, and shall be reinstated to his or her position after being relieved of military duties in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) 38 U.S.C. §§ 4301-4334, or such additional rights as specified in section 2(b) below.

b. A bargaining unit employee entering the Armed Forces for active duty for training shall be granted a leave of absence without pay for the period of service and shall be reinstated to his/her position after being relieved of military duties in accordance with USERRA, or such additional rights as specified in section 2(b) below. The provisions of this paragraph shall not be construed as limiting in any way the benefits described elsewhere in this Article.

c. A bargaining unit 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 step and across the board pay increases, but shall not, however, be entitled to any merit increases that may have been authorized, except as the guidelines relating thereto shall provide.

d. A bargaining unit employee on leave of absence for active service or active duty for training who returns to Department 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 RIF rights. However, he or she shall not accrue such leave rights during the period of leave of absence.

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

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

g. MILITARY TRAINING

A permanent-status or limited-status bargaining unit employee who is a member of the Organized Reserve or National Guard shall be allowed military leave with pay, at the rate of his or her normal base salary prorated as appropriate, for any authorized training, UTA, AT Period, or other State or Federal service up to a maximum of fifteen (15) workdays scheduled by military authority in any Federal Training Year - October 1 to September 30. A permanent-status or limited-status bargaining unit employee who has more than fifteen (15) days of authorized military duty scheduled in one Federal Training Year shall not be entitled to leave with pay for those days in excess of fifteen (15), and shall be placed in an off payroll status or leave of absence, unless he or she elects to use accumulated annual, personal leave, or compensatory time leave credits for the period of absence.

h. A permanent-status or limited-status part-time bargaining unit employee shall be granted military leave with pay for such military duty on a prorated basis.

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

j. MISCELLANEOUS MILITARY OBLIGATIONS

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

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

k. INACTIVE DUTY TRAINING

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

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

2. RESPONSIBILITIES

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

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

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

3. NO LOSS OF OTHER BENEFITS

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

Article 32: Court and Jury Duty

1. It shall be the policy of the Department to encourage employees to recognize and perform their civic responsibilities.

2. A bargaining unit employee summoned for court or jury duty shall be excused from work for the time necessary to perform such duty when he or she furnishes timely notice of subpoena or summons to his or her supervisor. Attendance at court in connection with an employee's official duties shall not be considered absence from work.

3. The Department encourages 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 bargaining unit 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. If the employee receives his/her State wages, he/she shall decline the per diem compensation from the court, except that employee may retain mileage and meal reimbursement from the court.

5. An employee who requests accrued annual leave or compensatory time off to appear as defendant or party-plaintiff in civil or criminal actions shall be granted such time off, including an employee who has been suspended without pay, except in the instance where the court appearance is related to the matter for which he or she was suspended.

6. An employee may use annual leave, personal leave or compensatory time off for his or her absence due to court or jury duty, in which case he or she shall then be entitled to keep the court or jury duty pay received.

7. Notwithstanding the above, employees are advised that State law prohibits the payment of witness fees or other compensation to Department employees when the Department is a party to the case (plaintiff or defendant).

8. It is the obligation of the employee to immediately notify his or her supervisor as soon as he or she is called for court or jury duty.

Article 33: Expenses Reimbursement

1. All bargaining unit employees, when away from home and office on official duties, shall be reimbursed for actual expenses incurred for travel accommodations, postage, parking, tolls, telephones, telegraph, express, other incidentals, and reasonable subsistence as detailed below. Expenses shall be paid out of the appropriations made for the support of their respective departments.

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

IN-STATE:		OUT-OF-STATE	
Breakfast	$ 5.00	Breakfast	$ 6.25
Lunch	$ 6.00	Lunch	$ 7.25
Dinner	$12.85	Dinner	$18.50

In state mid-tour meals are not reimbursable expenses, except for lunches after an overnight stay when away from home and official duty station. Department employees participating in meetings, seminars, conventions, training or conference sessions shall be reimbursed for out-of-pocket meal expenses incurred without regard to location of the meal or meal maximum provided the meal is a necessary part of a prearranged or programmed meeting in which all participants are served from a pre-selected menu with no control over the cost of the meal. "Necessary" means the employee must attend the meal and the employee must pay for the meal. In certain cases, when an in-state lunch is not the mid-tour meal and is otherwise eligible to be reimbursed under this Article, the maximum allowable reimbursement will be six dollars ($6.00).

3. All travel and lodging expenses must be pre-approved by the Department, and the department and State Finance rules must be followed. Employees shall be expected to make a reasonable effort to procure lodging and meals with as little expense as possible while not unreasonably sacrificing personal convenience and comfort. The maximum allowable reimbursement for lodging shall be the government rate offered by the facility providing overnight accommodations to employees.

4. Reimbursement for other work-related expenses not covered above arising from emergency or other unusual circumstances will be made at the discretion of the Executive Director only after application for reimbursement is made by the employee in writing. Such application will include the nature and amount of the expense, the date on which it occurred and full written justification for the reimbursement.

5. General Principles of Reimbursement:
   a. Employees shall not be paid for travel between home and work location.
   b. Meals taken during travel not requiring an overnight away from home shall not be reimbursed unless the Executive Director has approved that in attending a required meeting or otherwise in performing his/her work assignment the employee could not have reasonably avoided taking his/her meal away from his/her home or regular duty station. Normally, an employee will not

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

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

6. The Department may revoke midday meal reimbursement privileges where there is continuing indication of abuse.

7. The Department may require the submission of receipts for any of the above expenses.

8. Work locations shall not be changed for the purpose of avoiding reimbursement of expenses.

Article 34: Mileage Reimbursement

1. For authorized automobile mileage actually and necessarily traveled in the performance of official duties, a Department employee shall be reimbursed at the applicable rate established by the Federal General Services Administration ("GSA"), unless the employee is traveling in a Department-owned or leased vehicle.

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

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

Article 35: Contract Printing

The Department and VSEA shall share responsibility for timely agreement on the final language of the Agreement. The parties shall sign originals of the Agreement, which shall control in the event of any dispute over the contents hereof. Each party shall be responsible for printing their own copies for their constituents.

Article 36: Insufficient Funds

If the General Assembly appropriates insufficient funds to implement this or any successor Agreement, or any portion hereof which is specifically identified by the parties hereto as requiring a specific appropriation in order to be implemented, the parties will return to bargaining as statutorily established under 3 V.S.A 982. Negotiations will be held, normally in May or June of the year in which insufficient funds are appropriated, on the items in this or any successor Agreement affected by that appropriation, in order to reach agreement on such items, based on the amount of funds actually appropriated by the General Assembly.

If, despite the best efforts of both parties, negotiations on a new agreement are not completed by the expiration date of its predecessor agreement, or any agreed-upon extension thereof, the terms of that agreement will remain in effect until the new agreement is ratified. The new agreement, with negotiated changes, will become effective either as of or retroactive to the July 1 following the original expiration date of its predecessor.

Article 37: 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 38: Term of Agreement And Procedure For Negotiating Successor Agreement

1. The term of this Agreement shall be for two years, commencing as of July 1, 2022 and shall remain in effect until June 30, 2024 unless renewed in accordance with the provisions hereof.

2. This Agreement shall renew from year to year following its expiration date unless written notice is given of the intent to negotiate changes to this Agreement by one party to the other during the month of October in the year prior to the expiration date of this Agreement.

3. If such notice is given, the parties shall commence negotiations for a successor agreement no later than November 15th following receipt.

Article 39: Acknowledgment Of Arbitration (3 V.S.A. § 926)

The parties understand that this agreement contains a provision for binding arbitration as a final step of the grievance process. After the effective date of this agreement, no grievance, submitted to binding arbitration, may be brought to the Vermont Labor Relations Board, nor may a lawsuit relating to such a grievance be commenced except for the purpose of enforcing or vacating an arbitration award under Vermont's Arbitration Act. An employee who has declined representation by the employee organization or whom the employee organization has declined to represent or is unable to represent, shall be entitled, either by representing himself or herself or with the assistance of independent legal counsel, to appeal his or her grievance to the Vermont Labor Relations Board as the final step of the grievance process in accordance with the rules and regulations adopted by the Board.

Article 40: Labor-Management Committee

1. A Statewide Labor Management committee (LMC) consisting of not more than six (6) members selected by the VSEA and not more than six (6) managers selected by the Department shall meet no less frequently than quarterly to discuss a mutually agreed upon agenda which may include operational and other work-related issues not subject to collective bargaining. The Committee may meet more frequently by mutual agreement. Both sides agree to send

at least one selected representative to each LMC, but cannot guarantee any selected representative's attendance at any given meeting. The LMC cannot commit the Department to the expenditure of funds. In the event the parties call a meeting, the VSEA shall be notified at least seven (7) working days prior to the meeting and may participate.

2. 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 SAO Executive Director. 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.

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