

**AGREEMENT BETWEEN**

**STATE OF VERMONT**

**and**

**VERMONT HOMECARE UNITED,  
AMERICAN FEDERATION OF STATE COUNTY  
AND MUNICIPAL EMPLOYEES  
COUNCIL 93 - LOCAL 4802**

Effective: July 1, 2024 -June 30, 2026

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## PREFACE

WHEREAS, the Vermont General Assembly has passed Act No. 48 which adds Ch. 20 to 21 V.S.A. relating to Independent Direct Support Providers (the Act) and such Act became effective on signature by the Governor on May 24, 2013; and

WHEREAS, pursuant to such Act, Local 4802 of the American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO petitioned the Vermont Labor Relations Board (VLRB) for certification as the exclusive bargaining agent for such Independent Direct Support Providers in the State of Vermont (Providers); and

WHEREAS, on October 13, 2013, the VLRB conducted an election and on the basis thereof certified Vermont Homecare United, American Federation of State, County and Municipal Employees (AFSCME) Council 93, Local 4802 (hereinafter referred to as "AFSCME" or as the "Union") as the sole and exclusive representative of such Independent Direct Support Providers for collective bargaining with the State of Vermont; and

WHEREAS, in or about November of 2023, the State of Vermont (State) and the Union commenced negotiations concerning the terms and conditions of a successor collective bargaining agreement relating to the mandatory subjects of bargaining and permissive subjects of bargaining as set forth in the Act;

NOW, THEREFORE, it is agreed by and between AFSCME Local 4802 and the State of Vermont, acting by and through its Secretary of Human Services, as follows:

**ARTICLE I:**

**DECLARATION BY THE PARTIES**

**No Employment Relationship**

The relationship between the State and Union will be in accordance with 21 V.S.A. §1640(c).

**ARTICLE II:**

**DURATION OF AGREEMENT**

**2.1 Duration**

The duration of this CBA shall be for two (2) years commencing as of July 1, 2024, and terminating as of midnight, June 30, 2026.

**2.2 Procedure for Negotiation of Successor Agreement**

If either party to this CBA should wish to modify or amend the terms and conditions hereof effective on and after July 1, 2026, it shall provide written notice to this effect to the other party not later than September 30, 2025. If such a notice is given by either party, negotiations between the parties relating to such successor agreement shall commence not later than November 15, 2025. Negotiations will be carried out in accordance with the terms and conditions of said Act.

**ARTICLE III:**

**SCOPE OF NEGOTIATIONS**

**31. Working Relationship**

The State and Union agree to work together to improve and increase the quality, choice, and efficiency of community-based long-term care services in Vermont. Furthermore, the State and Union agree to the full terms and provisions of this CBA and understand that this CBA was reached in good faith and after ample discussion of the terms. The State and Union agree that this CBA recognizes and respects the valuable public service of Providers, their critical responsibility as the providers of community-based long-term care in the State of Vermont, and the need to recognize Providers for their professional dedication to the disabled and elderly citizens of the State.

**3.2 Obligation to Bargain**

Nothing contained in this CBA shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the Act to the extent that the State has jurisdiction over those subjects. This specifically includes the subjects of collective bargaining specified by the Act.

**ARTICLE IV:**

**RECOGNITION**

The State hereby recognizes the Union as the authorized sole representative of covered Providers pursuant to the Act for purposes of collective negotiation as set forth in the above referenced Act. The State shall not, during the term of the CBA, bargain with any other organization of Independent Direct Support Providers with respect to negotiating and enforcing the terms and conditions covered by this CBA.

The Union understands and agrees that the State needs to and will communicate with other organizations, unions, and committees on matters of concern to providers and the Providers generally. Notwithstanding the foregoing, the State agrees that such communication will in no manner diminish or adversely affect the selected sole right of the Union to represent covered Providers for purposes of negotiating and enforcing this CBA. The parties also recognize that other agencies and/or contractors, subcontractors, and other authorized agents of the State may continue to be responsible for implementation and administration of certain provisions of this CBA as specifically provided herein or as directed by the State.

## **ARTICLE V:**

### **NON-DISCRIMINATION**

#### **5.1 Prohibition Against Discrimination**

Subject to the abiding understanding and agreement that the State shall not be regarded as the employer of the Providers covered by this CBA, the Union and the State are mutually committed to a policy of nondiscrimination with respect to legally protected categories, including, without limitation, the categories of race, age, color, religion, creed, sex, sexual orientation, political affiliation, country of national origin, ancestry, veteran status, citizenship status, gender identity or expression, mental or physical disability, marital status or labor organization affiliations.

#### **5.2 Union Activity**

Each Provider shall have the right to join and participate in the Union without fear of penalty or reprisal by the State. The State shall remain neutral on the question of Union membership. All questions addressed to the State concerning Union membership and representation will be processed in a manner consistent with this Section and may be referred to the Union.

#### **5.3 Fair Representation**

The Union recognizes its responsibility as the selected sole representative of Providers for purposes of negotiating and enforcing this CBA and agrees to fairly represent all Providers to the extent required by the Act.



## ARTICLE VI:

### STATE-UNION RELATIONSHIP WITH PROVIDERS

The State and the Union agree to cooperate in an effort to achieve high quality independent Provider services 'in Vermont. To this end, and consistent with the mutually accepted principles that the State is not the employer of Providers covered by this Agreement and that the State is not the appellate adjudicator or guarantor of the relationship between the actual employer and Providers, the State and the Union agree as follows:

1. That like all Vermont citizens, Providers should not be subject to illegal discrimination based upon the protected characteristics set forth in Article V hereof;
2. That also like all Vermont citizens, Providers shall have the right to file appropriate complaints with the Vermont Attorney General's Office, the U.S. Equal Employment Opportunity Commission or the Vermont Human Rights Commission whenever they believe that there has been unlawful discrimination against them because of such protected characteristics;
3. That Providers for whom correct, complete and timely (by the deadline established by the Fiscal Employer/Agent for the State (FE/A) for payment in the next pay period) payment forms for delivered Provider services have been submitted to the FE/A in compliance with program requirements are entitled to be reimbursed in a timely manner for such covered services. However, in no case shall the State make a direct payment to a Provider for services rendered. Any impediments that may now exist with the FE/A will be a proper subject for discussion by the Joint Committee referenced in Article X hereof;
4. That Providers may utilize the Grievance Adjustment Procedure set forth in Article IX of this CBA in response to alleged violations of this CBA by the State. Alleged violations of subsections 1, 2 and 3 hereof shall not be subject to the Grievance Adjustment Procedure set forth herein, but alleged violations of subsections 5, 6 and 7 hereof shall be subject to such Grievance Adjustment Procedure;
5. That the State shall maintain the confidentiality of any information that it may come to possess concerning Providers that it is legally obligated to treat as confidential information;
6. That Providers may request photo identification, a business card, or other reliable means of identification from anyone interacting with a Provider and claiming to be an employee of the State; and
7. That the Union may develop appropriate identification cards for Providers provided they are not the same as or deceptively similar to identification cards for State employees.

**ARTICLE VII:  
COMPENSATION**

**7.1 Minimum Rate**

Effective as of the first full pay period beginning on or following July 1, 2024, the minimum rate for all covered Provider services shall be increased 5% to \$14.75 per hour or to an amount that is equal to \$0.30 greater than the State of Vermont minimum wage, whichever is greater.\*

Effective as of the first full pay period following July 1, 2025, the minimum rate for all covered Provider services shall be increased 5% to \$15.49 per hour or to an amount that is equal to \$0.30 greater than the State of Vermont minimum wage, whichever is greater.\*

\*Minimum rate shall be adjusted accordingly if at any time during the fiscal year the State of Vermont minimum wage is increased and the current minimum rate is less than \$0.30 greater than the new State of Vermont minimum wage.

**7.2 Minimum Daily Rate**

Notwithstanding Section 7.1 hereof, for those covered Providers who are providing respite services which involves sleep time, and who are consequently paid on the basis of a daily compensation rate, such daily compensation rate shall increase by 5% as of the first full pay period beginning on or following July 1, 2024, to a minimum of either \$236.00 dollars per day or a daily compensation rate that is calculated to be equal to \$0.30 greater than the State of Vermont minimum wage, whichever is greater.\*\*

Such daily compensation rate shall increase by 5% as of the first full pay period following July 1, 2025, to a minimum of either \$247.84 dollars per day or a daily compensation rate that is calculated to be equal to \$0.30 greater than the State of Vermont minimum wage, whichever is greater.\*\*

\*\*Minimum daily rate shall be adjusted accordingly if at any time during the fiscal year the State of Vermont minimum wage is increased and the current minimum daily rate is calculated to be less than \$0.30 greater than the new State of Vermont minimum wage.

**ARTICLE VIII:**

**INCENTIVE PAYMENT AND BONUSES**

**Year One**

All eligible bargaining unit members who work more than 1,000 hours from July 1, 2024, through June 30, 2025, shall receive a bonus of \$1,000 in the first full pay period following August 1, 2025, provided they commit to working for three (3) months after receipt of said bonus.

All eligible bargaining unit members who work between 500 and 1,000 hours from July 1, 2024, through June 30, 2025, shall receive a bonus of \$500 in the first full pay period following August 1, 2025, provided they commit to working for three (3) months after receipt of said bonus.

Bargaining unit members will be notified in writing in advance about the processing of any bonus and given the option of opting out of the bonus payment as reflected in Appendix A.

## **ARTICLE IX:**

### **GRIEVANCE ADJUSTMENT PROCEDURE**

#### **9.1 Definition**

For purposes of this CBA, the term "grievance" shall mean the Union's complaint regarding the improper application of one or more terms of the CBA by the State and/or its FE/ A, the failure by the State and/or its FE/A to abide by any agreement reached and set forth in this CBA, or the discriminatory application of a rule or regulation by the State and/or its FE/A, which has not been resolved to a satisfactory result through informal discussion with the State. While the State is willing to have appropriate discussions with the Union concerning appropriate protocols for complaints between Service Recipients and Providers, this type of complaint shall not be regarded as a grievance under this CBA. Additionally, subsections 1, 2 and 3 of Article VI shall not be subject to this Grievance Adjustment Procedure as above indicated.

Should the State fail to adhere to the timelines identified below, the grievance shall be considered denied and the Union may advance the grievance to the next step.

Should the Union fail to adhere to the timelines identified below, the grievance shall be deemed to have been fully waived and withdrawn.

#### **9.2 Informal Discussion Step**

Within a period of fifteen (15) State business days from the date a Provider knew or should have known of an event giving rise to a grievance under the terms and conditions of this CBA, the Union may file a grievance with the Secretary of Human Services with a copy thereof being simultaneously provided to the General Counsel for the Agency of Human Services. The grievance shall state in brief terms the nature of the complaint; when the alleged violation of the CBA by the State occurred; the name of the alleged violator, if known; the Section(s) of the CBA alleged to have been violated and the relief being requested. Upon receipt of such a grievance, the Secretary or designee will meet with the aggrieved Provider and/or the Union within seven (7) State business days in an effort to informally resolve the issue. If such a resolution occurs, it shall be referenced in a letter to the Union no later than ten (10) State business days after successful completion of the Informal Discussion and held on file at the Agency. Any resolutions reached during the informal Discussion Step shall be non-precedent setting for the parties.

#### **9.3 Formal Consideration of Grievance**

If a filed grievance is not successfully resolved within the seven (7) State business day informal discussion period, the Union may, within ten (10) State business days thereafter ask for formal review of the grievance by the Agency of Human Services. The Secretary or designee shall then, within ten (10) State business days thereafter arrange a meeting with the Union at which the Union will be afforded the opportunity to offer evidence supporting the claim that there was a violation of the CBA by the State. The Secretary or designee shall render a decision affirming or denying the grievance within ten (10) State business days of the close of the grievance meeting.

If the grievance is affirmed, the Secretary or designee may also order the implementation of an appropriate remedy.

#### **9.4 Consideration of Unresolved Grievance by Vermont Labor Relations Board**

If a grievance is not resolved to the satisfaction of the Union following its formal consideration by the Secretary or designee, the Union shall have the right to appeal to the Vermont Labor Relations Board for a hearing and final determination in accordance with the rules and regulations of such Board.

**ARTICLE X:**

**STATE-PROVIDER COOPERATION COMMITTEE**

The parties agree that they shall mutually establish a State-Provider Cooperation Committee (SPCC) for the purpose of discussing issues not specifically addressed in this Agreement. Each party to this Agreement shall appoint not more than four (4) representatives to serve on the SPCC. The SPCC will meet at the request of either party, up to four (4) times per year. Current FE/A personnel will attend SPCC meetings if their attendance is requested by either party for the purpose of discussing any on-going operational issues with the current FE/A. The SPCC shall consider what changes can be made that can improve the FE/A's payment processing system. If all parties to this Agreement agree, including the FE/A, changes can be made to the FE/A's payment processing system and other FE/A functions while this Agreement is in effect. Otherwise, the Committee shall not be authorized to conduct collective bargaining or to make any specific amendments to the CBA. The Committee is authorized to deliver to the AHS Secretary and to the Union any recommendations it believes appropriate for the improvement of the relationship between Providers and Service Recipients and between the State and Providers.

The SPCC may establish protocols for the location and scheduling of its meetings and for a workable organizational structure including rotating chairs from both sides as well as rotating responsibility for taking the minutes of the Committee's meetings. Any Service Recipient whose Provider is named a member of this Committee shall be encouraged to allow the Provider to attend all Committee meetings. However, the Providers will receive no additional compensation for their service on this Committee.

## **ARTICLE XI:**

### **UNION MEMBERSHIP, REPRESENTATION, DUES, SERVICE FEES AND PEOPLE**

#### **11.1 Provider Option**

All Providers shall have the option of becoming a member of the Union. The State agrees to arrange for the deduction of union dues (expressed as a percentage of gross pay) from payments received by Providers who have elected to join the Union in a manner that promotes ease of administration and that is mutually acceptable to the State and the Union.

#### **11.2 Frequency of Deduction**

The aggregate amounts to be deducted under Section 11.1 above shall be deducted once per pay period in a manner that promotes ease of administration and that is mutually acceptable to the State and the Union. Notwithstanding the foregoing, the Union agrees and acknowledges that Union dues cannot be withheld for any Provider that is not eligible for, or otherwise does not receive, any payments during a pay period. Subject to 11.1 above, deductions of Union dues shall begin no later than thirty (30) days from the end of the first pay period during which a Provider received payment for services following the State's receipt of the verification under Section 11.4 hereof.

Within sixty (60) days following the full execution of this CBA, the Union shall certify in writing by an authorized representative of the Union and provide the State and the FE/A:

1. The amounts of Union dues for each Provider to be withheld for such period; and
2. A listing of Providers for whom Union dues are to be withheld for such period, including each Provider's name, address, and unique identifying number if applicable.

Any subsequent changes to the above shall be communicated to the State and the FE/A by the Union thirty (30) days in advance of any effective date of change.

#### **11.3 Termination of Deduction**

Any Provider for whom Union dues have previously been withheld under this Agreement may terminate their dues deduction by providing thirty (30) calendar days advance written notice to the FE/A and the Union.

#### **11.4 Verification**

The Union will provide the FE/A with written or electronic verification that those Providers who have elected to join the Union have authorized the deduction and withholding of the Union dues from their wages. Electronic verification shall be made in a format agreed upon by the State and the Union.

### **11.5 Deductions by Direct Deposit**

All deductions shall be remitted to the Union via direct deposit within five (5) business days after the end of each pay period and shall be accompanied by an electronic report, which includes the pay period, the Provider's name, address, email address (if in the possession of the State), employee ID or other unique identifying number, wages paid and hours worked in the pay period, and the membership dues deducted for each Provider.

Notwithstanding the above, Provider information maintained by the State and/or the FE/A shall be kept confidential, except as otherwise provided for in Federal and/or State statute, rules, or regulations.

### **11.6 Indemnification**

The Union shall fully indemnify and hold the State and the FE/A harmless against any and all claims, suits, or other forms of liability which may arise out of any action taken or not taken by the State and the FE/A for the purpose of complying with the provisions of this Article.

### **11.7 Union's PEOPLE Fund**

The State also agrees to deduct from the program payments of Union members who so request in writing, voluntary contributions or contributions as may be lawfully defined by the Union, provided that no Union member may be required to make contributions against their will and any Union member who has agreed to make contributions may stop making contributions at any time, to the Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) fund, or to another legal PAC as may be organized by AFSCME, in a manner that promotes ease of administration and that is mutually acceptable to the State and the Union.

### **11.8 Union Representation and Access**

The Union shall notify the State, its agencies, and agents of the names of its official representatives and any subsequent substitutions or additions to the list of official Union representatives: A written list of official representatives and any changes shall be delivered to the appropriate agencies.

The State agrees to consider and to determine at its sole discretion the addition of Provider representatives to long-term care taskforces, working groups, or other advisory committees developed or initiated by the Executive Branch of the State that pertain to, address or impact services by Providers under this CBA.

Duly authorized representatives of the Union may have access at reasonable times to those areas of the State's premises that are open to the general public. Access to the State's premises shall be subject to the same general rules applicable to other persons and shall not interfere with or disturb the normal operations of the State. Advocates and other Provider representatives shall perform representational activities or other Union business with Providers only during the non-



working time of the Provider and shall not otherwise interfere with the covered services of the Provider.

### **11.9 Provider Orientation Materials**

Orientation materials distributed by the State or the FE/A to individual Providers shall include Union membership applications and Union orientation materials. It shall be the Union's responsibility to provide the State or the FE/A with sufficient copies of such materials for distribution by post or during any orientation and training activities.

### **11.10 Written Notice of Policy Changes**

The State will include the AFSCME Council 93 and Local 4802 President whenever it provides advance written notice of changes in State rules, guidelines and/or procedures impacting Providers' employment by consumers and payroll standards to interested persons and organizations.

**ARTICLE XII:**

**TRAINING**

The parties agree to make every effort to maintain the "amount not to exceed \$30,000" as described in, and pursuant to the same terms, (but for the years) set forth in the Agreement set to expire on June 30, 2024.

**ARTICLE XIII:**

**SICK LEAVE**

The parties agree to develop methods for educating employers and employees on the use of sick leave, through meetings of the State-Provider Cooperation Committee, *See*, Article X, above.

**ARTICLE XIV:**

**REGISTRY**

The Parties will continue to negotiate over a “registry”. If no agreement in this regard can be reached by December 1, 2024, the parties will submit this issue to fact finding with Ira Lobel, Esq. as fact finder. Neither party may submit the fact finding results to the Vermont Labor Relations Board.

**NEW ARTICLE**

**ARTICLE XV:**

**PAID TIME OFF**

The Parties will continue to negotiate over paid time off. If no agreement in this regard can be reached by December 1, 2024, the parties will submit this issue to fact finding with Ira Lobel, Esq. as fact finder. Neither party may submit the fact finding results to the Vermont Labor Relations Board.

**ARTICLE XVI:**

**COMPLETE AGREEMENT**

This CBA is the full and complete Agreement between the State and Union resulting from discussion held pursuant to the provisions of the Act. It is acknowledged that during discussions which resulted in this CBA, each and all parties had the unlimited right and opportunity to make proposals and amendments with respect to any subject or matter appropriate for this process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this CBA.

**ARTICLE XVII:**

**SAVINGS CLAUSE**

In the event that any provision of this CBA is declared invalid by any court of competent jurisdiction because of invalidity under State and Federal law, only such portion or portions shall become null and void and the balance of the CBA remain in effect. The State and Union agree to subsequently meet as soon as practicable, but no later than sixty (60) days after the final ruling, to discuss the ramifications of such judicial determination.

**ARTICLE XVIII:**

**DISTRIBUTION OF AGREEMENT**

The State agrees to appropriate distribution of the CBA either electronically or in hard copy once it is executed so that it may be conveniently accessed by those covered by its terms.

IN WITNESS WHEREOF, the State and the Union execute this CBA as of this 22 day of July, 2024 by a representative of the Union, AFSCME Council 93, Local 4802 and the Vermont Secretary of Human Services, both being duly authorized to do so.

**STATE OF VERMONT**

DocuSigned by:  
By: Jenney Samuelson  
C3FDC8F53361483...  
Jenney Samuelson, Secretary,  
Agency of Human Services  
Duly Authorized

**VERMONT HOMECARE UNITED  
AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 93 LOCAL  
4802**

David Van Deusen  
By: \_\_\_\_\_  
David Van Deusen, Vermont Staff Rep.