VERMONT LABOR RELATIONS BOARD

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| GRIEVANCE OF: | ) | |
| | ) | DOCKET NO. 18-34 |
| MICHELLE LAVIGNE | ) | |

FINDINGS OF FACT, OPINION AND ORDER

Statement of Case

On August 24, 2018, the Vermont State Employees' Association ("VSEA") filed a grievance on behalf of Michelle Lavigne ("Grievant"), an employee of the Vermont Department of Environmental Conservation ("DEC"). VSEA alleged that the State of Vermont ("State") violated Article 35 of the collective bargaining agreement between the State and VSEA for the Non-Management Bargaining Unit, effective July 1, 2016, to June 30, 2018 ("Contract"), and 21 V.S.A. § 472, by denying Grievant's request to use parental leave from the date of the adoption of her child on August 3, 2017, through September 22, 2017.

The State filed a Motion for Summary Judgment on January 11, 2019. VSEA filed an Opposition to the State's Motion for Summary Judgment and a Cross Motion for Summary Judgment on January 31, 2019. The Labor Relations Board heard oral argument on the motions on February 5, 2019. in the Board hearing room in Montpelier before Labor Relations Board Members Robert Greemore, Acting Chairperson; David Boulanger and Karen Saudek. VSEA General Counsel Timothy Belcher represented Grievant. Alison Powers, Assistant Attorney General, represented the State. The Board denied the motions at the conclusion of the oral argument and proceeded to conduct an evidentiary hearing on the merits on February 5. The parties filed post-hearing briefs on February 22, 2019.

## FINDINGS OF FACT

1. The Vermont Parental and Family Leave Act was amended in 1992 to include the following provisions, which provisions continue in effect to the present:

> 21 V.S.A. § 472. Leave
> (a) During any 12-month period, an employee shall be entitled to take unpaid leave for a period not to exceed 12 weeks:
> (1) for parental leave, during the employee's pregnancy and following the birth of an employee's child or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.
> (State Exhibit 6, VSEA Exhibit 9)

2. The federal Family Medical Leave Act, 29 U.S.C. §§ 2601 et seq., was enacted in 1993 to include the following provisions, which provisions continue in effect to the present:

> . . .
> 29 U.S.C. §§ 2612(a) In general:
> (1) Entitlement to leave: . . . an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following: . . .
> (B) Because of the placement of a son or daughter with the employee for adoption or foster care.
> (2) EXPIRATION OF ENTITLEMENT – The entitlement to leave under subparagraphs . . (B) of paragraph (1) for . . placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such . . placement
> . . .
> 29 U.S.C. § 2651(b)
> State and local laws: Nothing in this Act or any amendment made by this Act shall be construed to supersede any provision of any State or local law that provides greater family or medical leave rights than the rights established under this Act or any amendment made by this Act.
> . . .
> 29 U.S.C. § 2652(a)
> (1) More protective: Nothing in this Act or any amendment made by this Act shall be construed to diminish the obligation of an employer to comply with any collective bargaining agreement . . that provides greater family or medical leave rights established under this Act or any amendment made by this Act.
> (State Exhibit 7, VSEA Exhibit 10)

3. The Deputy Administrator of the Wage and Hour Division of the United States Department of Labor issued an opinion on August 26, 2005, providing:

This is in response to your letter requesting an opinion to clarify issues surrounding the application of the Family and Medical Leave Act of 1993 (FMLA) . . to an absence for the placement of a child for adoption or foster care. You specifically inquire about an employee who has a child placed in the home for foster care and then, after a period of one or more years, decides to adopt that same child. You cite the FMLA regulations . . that state, in part, "entitlement to leave for a birth or placement for adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement…," and ask which placement date (for foster care or for adoption) qualifies the employee for leave entitlement or if both placement dates qualify for FMLA leave as separate events. . .

. . . Regulation 825.200(a) provides that an eligible employee's FMLA leave entitlement is limited to a total of 12 workweeks of leave during any 12-month period for, among other purposes, the "placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child" (emphasis added). The regulation is based on the Act's legislative history, which similarly emphasizes that the leave is available to care for a "child newly placed with the employee for adoption or foster care." Senate Report No. 103-3, p.24. The statutory focus on the date of placement and the legislative history indicates that only the initial date of placement with a family triggers the right to leave.

In the scenario you provide, the child would be "newly placed" at the time of the foster care placement rather than when the subsequent adoption occurs. Therefore, only the placement for foster care would be a FMLA qualifying event.
. . .
(State Exhibit 10)

4. The Contract provides in pertinent part:

. . .

**ARTICLE 35**
**PARENTAL LEAVE/FAMILY LEAVE**

1. **POLICY**

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

The following provisions integrate the basic requirements of the statutes and this collective bargaining agreement ("Agreement"), but do not create a waiver by the State or by the employees of other rights and/or obligations under this Agreement. In the event of any conflict created by the amendment of statute or otherwise, the rights and responsibilities of the State and employees will be determined by statute, except to the extent that such amendments would diminish the rights to which the employee is entitled

under the terms of this Agreement. No provisions of this Article shall be determined to diminish the entitlement of any employee to unpaid leave under either of the above referenced statutes. Leave taken under this Agreement shall be credited against any such statutory entitlement to the full extent permitted by law.

. . .

2. **DEFINITIONS**

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

. . .

(d) Statutory "Parental Leave" means a leave of absence from employment for any of the following reasons:

. . .

(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.

. . .

3. **RIGHTS AND RESPONSIBILITIES**

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

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

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

During any such leave, the State will continue to pay the employee's benefits at the same level and rate as it the employee was not on leave. . .

4. **PARENTAL LEAVE – ADOPTION, PREGANCY 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. . .

(b) During the initial four (4) months of 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. . .

. . .

(State Exhibit 1)

5. The above provisions of Article 35 of the Contract were first negotiated into the collective bargaining agreements between the State and the VSEA effective July 1, 1999 – June 20, 2001 (State Exhibits 4, 5).

6. The collective bargaining agreements between VSEA and the State that preceded the 1999-2001 agreements had the following provision on parental leave for adoption:

> An administrative leave of absence without pay shall be granted, on request, for up to six months for employees (male or female) who have adopted a child. Employees may use accumulated Compensatory time off, Personal Leave, Annual Leave (in that order) at the outset of the leave period. The amount of unpaid leave shall be granted such that the combination of paid and unpaid leave shall not exceed six months.

(State Exhibit 2)

7. Grievant is a resident of East Montpelier, Vermont. She is employed as an Environmental Technician IV by DEC. She has worked for the State since 2003.

8. Grievant has been licensed as a foster parent by the Vermont Department for Children and Families ("DCF") for several years. She has provided foster care or respite care to many children. Grievant has received training on foster care, including the proper role and relationship between the foster parent and the child placed in foster care.

9. A component of Vermont state policy on foster care, as followed and taught by DCF, is that children are placed in foster care for the purpose of reunification with their birth parents, and generally are not placed there with the purpose of the foster parents adopting the child. Foster parents are expected to observe certain limits on their relationships with children placed in their care so that the prospects of reunification are not hindered. One such limit is that foster parents are discouraged from bonding with a foster child because a foster child who develops parental bonds with a foster parent will have difficulty reuniting with his or her parents or family. The purpose of reunification of the child with his or her family is pursued unless that prospect is legally foreclosed through termination of parental rights.

10. JD is a boy who was placed in Grievant's care as a foster child in 2015 for the purpose of reunification with his parents. On October 7, 2016, JD's parents agreed to relinquish their parental rights (VSEA Exhibit 2).

11. On November 9, 2016, Grievant and her partner signed a statement of intent to adopt JD. JD was under 16 years of age at this time. Over the course of the next several months, Grievant and her partner went through the process of applying for adoption. This included working with the LUND agency to go through the adoption process and filing the necessary legal materials (VSEA Exhibit 3).

12. The Vermont Superior Court, Chittenden Unit, issued an adoption decree on August 3, 2017, ordering the adoption of JD by Grievant and her partner. JD was under 16 years of age at this time (VSEA Exhibit 4).

13. Grievant sent a letter on July 19, 2017, to the State of Vermont Department of Human Resources, that provided in pertinent part:

> I am writing to give you notice of my intention to take parental/adoption leave. . . .I am proposing to take 7 weeks of parental leave for our (to be) newly adopted son.
>
> . . . I would like my leave to start July 31, 2017. I understand these weeks can be unpaid or using leave time. The schedule of coding I would propose is unpaid, sick and vacation time if acceptable. My planned return to work date would be September 18, 2017. I would propose to work from home one day a week starting on September 4, 2017 to allow me to get caught up on emails to be on track and address any questions or issues that arise during my parental leave, again if this would be acceptable.
>
> . . . I am very grateful for this time to promote the stability and security of our family; this leave will give our family a positive impact on the health and overall bonding time during the early days of adoption.
>
> I look forward to your favorable reply to my request. . .
> (VSEA Exhibit 5)

14. Grievant started her leave on August 3, 2017, without a formal response to her request for parental leave. She returned to work on or about September 25, 2017. During the course of her leave, she used 130.5 hours of sick leave, 87.25 hours of unpaid leave, and 62.25 hours of annual leave (VSEA Exhibit 6, State Exhibit 12).

15. On October 12, 2017, Human Resources Manager Laurie Bouyea-Dumont informed Grievant in an email that a final decision had been made by the Department of Human Resources to deny her request for parental leave. She stated: "It has been determined both the Collective Bargaining Agreement and the Federal law start the eligibility clock for "initial placement of a child" at the point the child enters the home for foster care, not when the family begins adoption proceedings." (VSEA Exhibit 6, p. 70-71)

16. VSEA filed a Step III grievance on behalf of Grievant on October 18, 2017, contending that Grievant was improperly denied parental leave for the adoption of her son (VSEA Exhibit 7).

17. On November 8, 2017, when the Step III grievance was pending decision by the Department of Human Resources, Gillie Hopkins of the DCF Family Services Division) ("DCF-FSD") sent an email to Amanda Gilman-Bogie of the Department of Human Resources. The email provided in pertinent part:

> I am writing to you as the Permanency Planning Program Manager at DCF-FSD. In my role I am responsible for offering consultation and training to FSD staff regarding permanency planning for children who have experienced abuse and/or neglect, and I also oversee our permanency finalization and subsidy programs.
>
> I am writing regarding the case of Michelle Lavigne, an employee of the Department of Environmental Conservation, and a parent who adopted a child in August of 2017 who was a child in DCF custody. Michelle requested parental leave following the finalization of her child's adoption. The leave was denied and that denial is now being grieved. My Deputy Commissioner, Karen Shea, has supported my reaching out to you on behalf of the Department to provide some additional information which we hope will aid DHR in making your decision.
>
> The process of adopting a child through DCF is typically long and arduous. Leave standards which are applied in cases of private adoption simply do not appropriately meet the needs of families formed through child welfare adoption. . . . it is important to note that, in practice, the average length of time from a petition that child abuse or neglect has occurred to the disposition of that case is actually 5.6 months, the average length of time from petition to TPR (Termination of Parental Rights) order is 18.7 months, and the average time from petition to adoption is 26.4 months . . . Parents cannot be identified as

"pre-adoptive" until the time that a TPR is filed . . . and they cannot adopt the child until the TPR request has been decided, a possible appeal period has occurred, the Supreme Court would then need to hear and decide the case, and only then can the family complete all the necessary paperwork to finalize the adoption (averages 8.2 months from TPR order to adoption). Furthermore, 80% of children involved with DCF are adopted by the person who is caring for them at the time the petition to terminate parental rights is issued, so the likelihood that a child has been residing with a foster parent for longer than 12 months at the time of adoption is almost certain.

While Michelle and her husband began caring for their child in October of 2015, DCF was not able to identify them as an adoptive resource until we had case planned with his birth parents in an attempt at reunification, and when those efforts proved unsuccessful, petitioned the Court to terminate the birth parents' rights. The family signed the "intent to adopt," which is required for us to identify a family as an adoptive resource, in November of 2016. The adoption occurred on August 3, 2017.

Additionally, the impact of the abuse and/or neglect of a child, then removal from parents, and subsequent experience of the child welfare system, often leaves children to be unsettled in their attachments to intended and adoptive parents. . . As such, parents who adopt are almost universally advised to take measures above and beyond those a parent by birth has to take to bond with their child. Children who have been involved with the child welfare system often have behavioral issues which sustained them in their birth home, but which create challenges for the people who later go on to adopt them. A parent deciding to take a parental leave after adoption finalization, following the long and arduous road of uncertainty for them and their child is commendable. It is a way for the parent to let their child know they are not going anywhere, and that they are a priority to the parent. Right up until the day of adoption that assurance to the child can't be made, and it often was never consistently made by birth parents. Parental leave following a child welfare adoption is almost certainly in the best interest of that child and family, and even likely helps to mitigate some of the negative impacts of the abuse and/or neglect the child has previously experienced.

I hope this information regarding our processes and recommendations aids the Department of Human Resources in understanding the issues in this matter.

(VSEA Exhibit 8)

## OPINION

Grievant contends that the State violated Article 35 of the Contract by denying Grievant's request to use parental leave from the date of the adoption of her child on August 3, 2017, through September 22, 2017. Article 35 provides that "(a)n eligible employee is entitled to a total

of twelve (12) weeks of unpaid . . statutory Parental Leave within a twelve (12) month period beginning the first day . . Leave is used". Statutory "Parental Leave" is defined in Article 35 as "a leave of absence from employment . . . (w)ithin a year following the initial placement of a child sixteen (16) years of age or younger with the employee for the purpose of adoption."

In interpreting the provisions of collective bargaining agreements in resolving grievances, the Board follows the rules of contract construction developed by the Vermont Supreme Court. The cardinal principle in the construction of any contract is to give effect to the true intention of the parties. Grievance of Cronan, et al, 151 Vt. 576, 579 (1989). A contract must be construed, if possible, to give effect to every part, and from the parts to form a harmonious whole. In re Grievance of VSEA on Behalf of "Phase Down" Employees, 139 Vt. 63, 65 (1980). The contract provisions must be viewed in their entirety and read together. In re Stacey, 138 Vt. 68, 72 (1980).

A contract will be interpreted by the common meaning of its words where the language is clear. Id. at 71. If clear and unambiguous, the provisions of a contract must be given force and effect and be taken in their plain, ordinary and popular sense. Swett v. Vermont State Colleges, 141 Vt. 275 (1982).

If analysis of the contract language results in a determination that the language is clear and unambiguous, extrinsic evidence under such circumstances should not be considered as it would alter the understanding of the parties embodied in the language they chose to best express their intent. Hackel v. Vermont State Colleges, 140 Vt. 446, 452 (1981). The Board will not read terms into a contract unless they arise by necessary implication. In re Stacey, 138 Vt. at 71. The law will presume that the parties meant, and intended to be bound by, the plain and express

language of their undertakings; it is the duty of the Board to construe contracts; not to make or remake them for the parties, or ignore their provisions. In re Stacey, 138 Vt. at 71.

Ambiguity exists where the disputed language will allow more than one reasonable interpretation. In re Grievance of Vermont State Employees' Association and Dargie, 179 Vt. 228, 234 (2005). The threshold question of whether a contract is ambiguous is a question of law. Isbrandtsen v. North Branch Corp., 150 Vt. 575, 577 (1988). Grievance of Spear, 32 VLRB 202, 206 (2012). In making this determination, we may consider evidence as to the circumstances surrounding the making of the agreement as well as the object, nature and subject matter of the writing. Isbrandtsen, 150 Vt. at 578. Spear, 32 VLRB at 206. Ambiguity will be found where a writing in and of itself supports a different interpretation from that which appears when it is read in light of the surrounding circumstances, and both interpretations are reasonable. Isbrandtsen, 150 Vt. at 579. Spear, 32 VLRB at 206.

If a contract is ambiguous, it is appropriate to look to the extrinsic evidence of bargaining history, custom or usage, and established past practices to ascertain whether such evidence provides any guidance in interpreting the meaning of the contract. Nzomo, et al. v. Vermont State Colleges, 136 Vt. 97, 101-102 (1978). Grievance of Majors, 11 VLRB 30, 35 (1988). Grievance of Cronan, 151 Vt. at 579. Burlington Area Public Employees Union, Local 1343, AFSCME, AFL-CIO v. Champlain Water District, 156 Vt. 516, 520-521 (1991). Bargaining history is relevant to the extent that it reveals the result contemplated by the parties and their true intentions when they negotiated the contract language. Grievance of Gorruso, 150 Vt. 139, 145 (1988). Grievance of Cole and Cross, 28 VLRB 345, 371-372 (2006). Grievance of Candon, 31 VLRB 398, 407 (2011).

VSEA contends that Article 35 is clear and unambiguous in granting Grievant the right to take parental leave within the first year of when the placement of child JD with her became one for the purposes of adoption. VSEA contends that whether the date of placement is when Grievant initiated the adoption process on November 4, 2016, or the date of the final adoption decree on August 3, 2017, her August and September 2017 leave met the standards to take parental leave.

The State contends that Article 35 of the Contract is clear and unambiguous in providing that the one year requirement to take parental leave is triggered when a child is initially placed with an employee. The State asserts that this interpretation of the Contract is supported by Article 35 providing that the Code of Federal Regulations (C.F.R.) for the Family and Medical Leave Act "will be the authoritative reference" if further clarification is needed for any of the definitions contained in Article 35. The State maintains that, because the applicable C.F.R. regulation states that an employee's "entitlement to leave for . . . placement for adoption or foster care expires at the end of the 12-month period beginning on the date of . . . placement", this further verifies the plain language reading of "initial placement" in Article 35. Since JD was initially placed in Grievant's care more than a year prior to adoption, the State contends that a conclusion is required that Grievant was not entitled to parental leave upon her adoption of JD.

In addressing the threshold question of whether the contract language is ambiguous, we need to determine whether one or both of these interpretations is reasonable. In making this determination, we consider evidence as to the circumstances surrounding the making of the agreement as well as the object, nature and subject matter of the writing. Specifically, we have considered Findings of Fact Nos. 1,2, 4, 5 and 6 as evidence of surrounding circumstances.

These findings provide the evolution of the contract language relating to paternal leave in light of state and federal statutory enactments.

The applicable provision in Article 35 of the Contract was first placed in the collective bargaining in 1999 after the Vermont Parental Leave Act was amended in 1992 guaranteeing up to 12 weeks of leave following the adoption of a child to be taken within one year of initial placement for the purposes of adoption, but making no reference to placement in foster care. The language of Article 35 also came in the wake of the passing of the federal Family and Medical Leave Act in 1993 which provides for 12 workweeks of leave because of placement of a child with an employee for adoption or foster care.

The current language in Article 35 of the Contract essentially adopts the language of the Vermont Parental Leave Act which makes no mention of any triggering event other than placement for adoption. The parties had the choice of adopting either the state model or the federal model for parental leave, and they chose the state model. The evidence surrounding the adoption of the contract language, and the contract language in and of itself, indicate clearly and unambiguously that the parties intended the trigger of the one year limit on the use of parental leave as the initial placement for purpose of adoption. There is nothing to indicate that the parties intended the one year limit to also be triggered by placement for foster care, contrary to the provisions of the federal statute.

The State interpretation of Article 35 of the Contract - that it clearly and unambiguously provides that the one year requirement to take parental leave is triggered simply when a child is initially placed with an employee - is not reasonable. The State's reliance on the language of Article 35, providing that the Code of Federal Regulations for the Family and Medical Leave Act "will be the authoritative reference" if further clarification is needed for any of the definitions

contained in the Article, is misguided. The State errs in not citing the complete sentence of the contract provision on which it relies: The full sentence states: "If further definitions and/or clarifications are needed, the Code of Federal Regulations 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 fair interpretation of this provision is that the Code of Federal Regulations is only relevant when the pertinent contract provision follows federal law entirely or follows both federal and state law. Where, as here, the parties have adopted Vermont law, the provision must be interpreted by reference to decisions of the Vermont Supreme Court.

The State essentially argues that the clear and unambiguous contract language, providing for parental leave within a year following the initial placement of a child with the employee for purpose of adoption, is superseded by the language of the federal FMLA as interpreted in the Code of Federal Regulations. Such a contention is contrary to the express provisions of the federal FMLA which explicitly provide that nothing in the federal statute "shall be construed to supersede" any provision of any state law or collective bargaining agreement "that provides greater family or medical leave rights than the rights established under this Act". If Vermont law and the collective bargaining agreement grant Grievant greater parental leave rights than are provided by the federal FMLA, the Vermont law and agreement take precedence over the federal law.

The State raises the potential of an employee taking parental leave twice for the placement of the same child in the employee's home if VSEA's interpretation of the Contract is accepted. The State asserts this would be the result if an employee was entitled to take parental leave pursuant to the federal FMLA upon the initial placement of a child for foster care and then again pursuant to Article 35 of the Contract upon the subsequent adoption of the same child more

than one year later. The case before us does not involve this issue and we make no determination on it. The grievance before us is limited to a case of contract interpretation involving the ability of an employee to take parental leave within one year of placement of a child with her for the purpose of adoption. It does not address an employee's right to take leave under the federal FMLA after initial placement of a child with an employee for foster care.

In sum, we conclude that the only reasonable interpretation of the applicable provision of the Contract is that advanced by Grievant and that the contract language is not ambiguous. Thus, Grievant is entitled to parental leave within a year following the initial placement of JD with her for the purpose of adoption.

The initial placement of JD with Grievant for the purpose of adoption did not occur when Grievant began caring for JD in October of 2015. At this time, the placement instead was for foster care with the purpose of an attempt of reunification of JD with his birth parents. The initial placement for the purpose of adoption did not occur until this attempt proved unsuccessful, the birth parents' parental rights were terminated, and Grievant and her partner signed the "intent to adopt" JD in November of 2016.

This was the point at which the Family Services Division of the Vermont Department for Children and Families first identified Grievant and her partner "as an adoptive resource". It is appropriate to consider this time as the initial placement for purposes of adoption under the circumstances where the intent to adopt occurred when JD was residing in the home of Grievant and her partner and they were caring for him. This date was less than a year before the adoption and initiation of Grievant's leave occurred on August 3, 2017.

We turn to deciding an appropriate remedy. Grievant requests that we order the State to adjust Grievant's records to reflect that she took authorized parental leave from August 3, 2017,

through September 22, 2017, and to make her whole for all losses. In ordering a remedy, we endeavor to make Grievant whole for the contractual violation. To make Grievant whole is to place her in the position she would have been in had the contractual violation not occurred. Grievance of Relyea, 21 VLRB 115, 127 (1998). Grievance of Lowell, 15 VLRB 291, 339-340 (1992).

If the contract violation had not occurred, Grievant would have been on authorized parental leave from August 3, 2017, through September 22, 2017. An appropriate remedy is to order the State to adjust Grievant's record to reflect that she was on authorized parental leave during this period.

ORDER

Based on the foregoing findings of fact and for the foregoing reasons, it is ordered:

1. The Grievance of Michelle Lavigne is sustained; and
2. The State of Vermont shall adjust Grievant's records to reflect that she took authorized parental leave from August 3, 2017, through September 22, 2017.

Dated this 20th day of March, 2019, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

/s/ Robert Greemore

Robert Greemore, Acting Chairperson

/s/ David R Boulanger

David R. Boulanger

/s/ Karen F. Saudek

Karen F. Saudek