

INVESTIGATIVE REPORT
HRC Case No.: E08-0004

CHARGING PARTY: Ursula Stanley

RESPONDENT: Vermont Agency of Transportation

CHARGE: employment/ parental and family leave

SUMMARY OF CHARGE: In her Charge of Discrimination of November 28, 2007, Ursula Stanley stated that she is employed by the Vermont Agency of Transportation. Pursuant to Vermont's Parental and Family Leave Act, Ms. Stanley took unpaid parental leave. During that leave period, the Agency failed to credit her with the sick leave, annual leave and personal leave she would have accrued had she been working rather than on leave. Ms. Stanley alleges that such failure violates the Act.

SUMMARY OF RESPONSE: In its response of January 4, 2008, the Vermont Agency of Transportation admitted Ms. Stanley's factual allegations but denied that such action by the Agency violated the Parental and Family Leave Act.

PRELIMINARY RECOMMENDATIONS: This investigative report makes a preliminary recommendation that the Human Rights Commission find that there are reasonable grounds to believe that the Agency of Transportation violated Vermont's Parental and Family Leave Act by its failure to credit Ms. Stanley with accrued sick leave, annual leave and personal leave while she was on parental leave.

DOCUMENTS

- = A.G. legal memo regarding HRC Case No. E02-0014, 10/2/02
- = Charge of Discrimination, 11/28/07
- = AOT's response to Charge, 1/4/08

- = Memo in support of AOT's position, 3/24/08
- = Memo in support of Ms. Stanley's position, 4/10/08

I. FACTS

A. UNDISPUTED FACTS

The facts detailed in paragraphs 1-3 below, are not disputed by the parties.

1. Ursula Stanley is employed by the Vermont Agency of Transportation (AOT).

2. Pursuant to Vermont's Parental and Family Leave Act, Ms. Stanley took an unpaid parental leave from April 30, 2007 to August 13, 2007.

3. During Ms. Stanley's parental leave, AOT did not credit her with the sick leave, annual leave and personal leave she would have accrued had she been working during that period.

II. ANALYSIS

Vermont's Parental and Family Leave Act (VPFLA), 21 V.S.A. §470 et. seq., requires that during "any 12-month period, an employee shall be entitled to take unpaid leave for a period not to exceed 12 weeks" for a variety of medical and family reasons,

including the employee's pregnancy. The VPFLA subsection at issue in the present matter, 21 VSA §472 (c), consists of two sentences:

The employer shall continue employment benefits for the duration of the leave at the level and under the conditions coverage would be provided if the employee continued in employment continuously for the duration of the leave. The employer may require that the employee contribute to the cost of the benefits during the leave at the existing rate of employee contribution.

In brief, Ms. Stanley asserts that this provision required she receive all of her AOT employee benefits during her parental leave, including health insurance benefits and accrual of sick leave, annual leave and personal leave. AOT asserts that this provision only required it to maintain Ms. Stanley's health insurance benefits, but did not require it to provide accrual of leave time.

A. PLAIN MEANING

The Legislature did not provide clarifying definitions to guide interpretation of the statutory subsection at issue. In a 2002 opinion, the Vermont Supreme Court stated, "Where the Legislature has not

defined a statutory term, we must be guided by the plain and commonly accepted meaning ...” Embree v. Balfanz, 174 Vt. 560, 561 (2002). In a recent case, the Court had the following to say about the importance of the plain meaning of a statute as the starting point of its interpretation (also known as “statutory construction”):

Our paramount goal in interpreting a statute is to give effect to the Legislature's intent. The definitive source of legislative intent is the statutory language, by which we are bound unless it is uncertain or unclear. Where plain and unambiguous, we presume the Legislature intended the express meaning of that language and we enforce it according to its terms without resorting to statutory construction.

State v. Deyo, 181 Vt. 89, 95, 915 A.2d 249, 254 (2006). (Citations and internal quotation marks omitted.) However, the Vermont Supreme Court has also stated:

[We] will not enforce the common and ordinary meaning of statutory language if doing so would render the statute ineffective or lead to irrational results. When the plain meaning of statutory language appears to undermine the purpose of the statute, we are not confined to a literal interpretation, but rather must look to the broad subject matter of the statute, its effects and consequences, and the purpose and spirit of the law to determine legislative intent.

Town of Killington v. State, 172 Vt. 182, 189 (2001). (Citations

omitted.)

In short, the legislative intent of a statute should first be sought in the plain meaning of its language, unless such plain meaning leads to an irrational result, in which case the statute may then be interpreted in a non-literal manner to implement the intention of the Legislature. This investigation believes that the statutory subsection at issue is not ambiguous and that the plain and commonly accepted meaning of its language requires employers to continue all of an employee's employment benefits, including accrual of leave time.¹

The key sentence of the subsection at issue reads,

The employer shall continue employment benefits for the duration of the leave at the level and under the conditions coverage would be provided if the employee continued in employment continuously for the duration of the leave.

The plain and ordinary meaning of employment "benefits" includes health insurance, retirement contributions, leave time and more. See, e.g., the list of "benefits" listed on the web site of the Vermont Department of Human Resources.² See also the definition of

¹ This Analysis will address in a subsequent section the question of whether application of the plain meaning would lead to an irrational result.

² <http://www.vermontpersonnel.org/jobapplicant/compensation.php>

“employment benefits” contained in the federal counterpart of VPFLA, the Family and Medical Leave Act:

all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions . . .

29 USC §2611(5). Further, the subsection at issue in this case does not include a modifier in front of the phrase “employment benefits,” plainly indicating the inclusion of all such benefits.

The word “coverage” has multiple meanings; however, the plain and ordinary meaning of that word in the context of this subsection is “inclusion” and refers to all those benefits included in an employee’s employment package. For example, the primary definition of “coverage” in Webster’s Third International Dictionary (2002)³ is “the act or fact of including or treating.”⁴ This investigation believes that the key sentence of the subsection unambiguously states that, while an employee is on VPFLA leave, an employer is required to continue providing all benefits included in the employee’s benefit package while

³ Note that the Vermont Supreme Court recently referred to Webster's Third International Dictionary (2002) as an authoritative source. See In re Stormwater NPDES Petition, 180 Vt. 261, 269, 910 A.2d 824, 830 (2006).

⁴ Similarly, Random House Webster's Unabridged Dictionary includes the following as its tertiary definition of "coverage": "the extent to which something is covered." Note that the Vermont Supreme Court referred to an earlier edition of this dictionary in Carter v. Gugliuzzi, 168 Vt. 48, 54 (1998).

s/he was working. If the Legislature had wished to limit application of the sentence to health insurance, it would have been simple to insert the few words necessary to accomplish that end.

B. IRRATIONAL RESULT

As noted above, the Vermont Supreme Court has announced it will not enforce the plain meaning of a statute where doing so “would render the statute ineffective or lead to irrational results.” Town of Killington, supra. This investigation believes that enforcement of the plain meaning of the statutory subsection at issue would lead to neither ineffectiveness nor irrational results.

The stated purpose of the VPFLA is to strengthen families by providing leave for birth, adoption and for serious illness, thereby giving employees "security about their employment and the well-being of their children, parents and other family members." 21 V.S.A. §470(b). Providing annual, personal and sick leave accrual during unpaid leave is completely consistent with this purpose.

Allowing such accrual would, doubtless, be an expense to employers. Not only is there the price of hiring additional employees to cover the work hours lost to accrued leave, but many employers,

including the State of Vermont, compensate employees for unused annual leave time.⁵ This investigation does not, however, believe the expense caused by allowing accrual of leave benefits during VPFLA leave would amount to an “irrational result.” By way of examples: a full time employee with less than five years of classified State employment generally accrues 3.69 hours of annual leave and the same amount of sick leave each two week pay period.⁶ An individual with over 30 years of classified State employment will generally accrue 7.38 hours of annual and sick leave each pay period.⁷ Hence, if a new State employee took the full 12 weeks of VPFLA leave, during that leave period s/he would accrue 22.14 hours of sick leave and the same hours of annual leave. Under the same scenario, a very long term State employee would accrue 44.28 hours each of sick leave and annual leave. The VPFLA incorporates measures to assure that such accruals would not grow further, primarily by limiting VPFLA leave to a maximum of 12 weeks of VPFLA leave per year. Additionally, because the leave is unpaid, it is unlikely that an employee would use VPFLA leave any more than absolutely necessary. Assuming, for the sake of

⁵ State employers are not compensated for unused sick or personal leave.

⁶ State of Vermont Personnel Policy and Procedures Manual §14.0.

⁷ Id.

simplicity, that a full time employee works 2000 hours per year (40 hours per week x 50 weeks per year), 44.28 hours of sick leave (that might not be used) and 44.28 hours of annual leave would accrue during an unpaid leave period taken by a very long term State employee. To this investigation, these numbers do not demonstrate an "irrational result."

C. AOT'S ARGUMENTS

AOT presented several arguments which are addressed below.

1. Plain meaning

AOT asserts that the subsection at issue unambiguously limits its application to health insurance benefits. In support of this assertion, AOT argues that the Legislature's choice of the word "coverage" in the subsection indicates that it applies to insurance, and that the plain meaning of the statute does not include a reference to any benefits other than insurance.

This investigation disagrees. As noted above, dictionaries show several definitions of the word "coverage"; only one of those definitions is the extent of protection offered by an insurance policy.

There are well over 200 uses of the word "coverage" in

Vermont's statutes, and most of the statutory instances refer to insurance. The more decisive point is that the word "coverage" is used in several other senses in Vermont's statutes. Such other uses include the following:

- > coverage of a permit - see, e.g., 6 VSA §4860(a)
- > coverage of a statutory provision - see, e.g., 27A VSA §1-109
- > coverage of special education services by independent schools - see, e.g., 16 VSA §826(b)
- > legal services coverage by the Defender General - see, 23 VSA §1202(g)
- > lot coverage and land coverage (i.e., the footprint of building(s)) - see, e.g., 24 VSA §4423(a)(4); 24 VSA §4003(b)(2)
- > coverage of broadband service - see, e.g., 30 VSA §8078(b)(3)

In the instance of the statutory subsection at issue, this investigation believes the word "coverage" plainly refers to all the benefits included in an employee's employment package.

AOT argues further that the second sentence of the subsection bolsters its assertion that "coverage" refers solely to insurance. That second sentence reads:

The employer may require that the employee contribute to the cost of the benefits during the leave at the existing rate of employee contribution.

AOT states that this sentence provides "convincing proof" that the

subsection at issue refers solely to insurance, “the cost of which employees commonly share.” AOT points further to the use of the article “the” in the phrase “the benefits,” and that the Legislature chose that phrase rather than a phrase such as “some of the benefits.”

This investigation does not believe these points constitute convincing proof at all. That second sentence plainly refers to those employment benefits for which an employee was making a financial contribution prior to taking VPFLA leave; however, it does not in any way indicate that the sentence which precedes it refers only to those benefits toward which the employee had been contributing.

2. Irrational result

In its memorandum of law, AOT does not expressly state that interpreting the subsection at issue to require accrual of annual and sick leave during VPFLA leave would lead to an irrational result. The memorandum does state that such an interpretation would lead to an “illogical result,” but does not specify what that result would be. This investigation infers from the materials provided by AOT that the allegedly illogical result is the cost of such accrual. Specifically, AOT has provided this investigation with an affidavit by John Berard, Labor

Relations Specialist serving Vermont's Department of Human Resources. Mr. Berard states that, based on his analysis of pertinent data, should Vermont State employees be allowed to accrue sick leave and annual leave during VPFLA leave, the cost to the State would be between \$127,757 and \$201,000 per year.

While this investigation respects the need to contain costs, in light of the State's total compensation to all executive branch State employees, \$495,945,730⁸, this investigation does not believe the expense of providing for accrual of leave time in conformity with the statutory subsection at issue would lead to an irrational financial result or an irrational result of any sort.

The Human Rights Commission, like the Judiciary, is not "free to read unwarranted meanings into an unambiguous statute, even to support a supposedly desirable policy not effectuated by the [statute] as written." N. Singer, Sutherland Statutes and Statutory Construction §46.01 (6th Ed. 2000).

3. Investigator's subjective understanding

Setting aside, for the moment, all precepts of law and the

⁸ State of Vermont Workforce Report - FY 2007, prepared by Vermont Department of Human

language of law, the heart of the plain meaning doctrine in this matter resides in the subjective experience of each individual reader of the statutory subsection. If the reader comes away from this reading experience with reasonable confidence that s/he understands the meaning of the two sentences, to that reader, the meaning is plain. If that reader then discusses those two sentences with others and finds they share her/his understanding, then the reader will have confirmed that her/his understanding constitutes the subsection's plain meaning. This has been the experience of the undersigned investigator.

The undersigned investigator first read the VPFLA during calendar year 2000, reading for content and not in light of a dispute. This investigator came away from that reading experience understanding that the subsection at issue required all benefits to continue throughout a VPFLA leave. In 2001, the Governor's Commission on Women⁹ published a booklet entitled The Vermont Guide to Parental and Family Leave. The booklet contains the following question and answer:

Q. While an employee is on [VPFLA] leave, must the employer continue to provide the usual employment benefits?

Resources, at page 60.

⁹ Now the Vermont Commission on Women

A. Yes, employment benefits continue. Under the Vermont law, employers can require employees to continue their contributions to the cost of the benefits at the existing rate. During leave, employees earn their vacation and sick leave, and whatever other benefits the employer provides.

Although published by the Governor's Commission on Women, the inside back cover of the booklet gives credit to Kate Hayes, then Director of the Civil Rights Unit of the Office of the Attorney General¹⁰, "for editorial assistance and for helping to clarify Vermont's parental and family leave law." Additional credit is given to the Vermont Human Rights Commission. The undersigned investigator was employed by the Commission at the time of publication of this booklet, and was aware of the active role played by the Commission's then Executive Director, attorney Harvey Golubock, in the writing of the booklet. It was apparent that this investigator's understanding of the subsection was shared by representatives of the Governor's Commission on Women, the Office of the Attorney General and the Human Rights Commission, confirming for him that his understanding

¹⁰ Ms. Hayes is currently a Vermont District Court judge.

constituted the subsection's plain meaning.¹¹

In light of the Charge brought by Ms. Stanley, this investigator sought other published opinions on the issue. This resulted in further confirmation written by people who appear to be intelligent readers. See Attachment A for examples of such sources. To this investigator's knowledge, the only persons who have interpreted the statutory subsection in its present form as applying solely to health insurance benefits are those representing responding parties before the Vermont Human Rights Commission.

This investigator has attempted to approach this case with fresh eyes and to vigorously hunt for ambiguity in the statutory subsection. This investigator has, however, failed to find such ambiguity; that, in combination with an apparent consensus of understanding by independent readers of the subsection, leads this investigator to believe that the plain language of the subsection simply does not support the interpretation proposed by AOT.

¹¹ On April 3, 2008, while attending to business unconnected to the present matter, the undersigned investigator had occasion to pass through the waiting area of the Office of the Attorney General. At that time he observed multiple copies of this booklet on display alongside

4. Beyond Plain Meaning and Irrational Result

Because this investigation believes the statutory subsection at issue plainly means that all employment benefits shall continue during VPFLA leave, it believes it is not necessary to engage in any further construction of the subsection. However, in the event that the Human Rights Commissioners believe that the subsection is ambiguous, some of AOT's additional arguments are addressed below.

(a) 3 VSA §207(b)(1)

AOT points to 3 VSA §207(b)(1) which reads as follows:

Except as provided in this section, a volunteer shall not be deemed a state employee and shall not be subject to the provisions of law relating to state employment and a collective bargaining agreement between the state of Vermont and the Vermont State Employees' Association, Inc., including those relating to hours of work, rates of compensation, leave, and state employees [sic] benefits.

AOT argues that the Legislature does not consider leave time an inherent component of employment benefits because, in this statute, "leave" is specified separately from "benefits."

This investigation disagrees. 3 VSA §207 was passed into law in 1947, and its substance has not been altered since then. The

other informational pamphlets and booklets, all apparently available to the general public.

predecessor to the VPFLA, the Maternity Act, was passed into law in 1989; it is in the same statutory title as §407. It is difficult to argue that legislative intent was equivalent in both cases, or that the subsection at issue was revised with the linguistic nuances of 3 VSA §207 in mind. Additionally, it is highly unusual to import a definition from one title of Vermont statutes to another unless the definition is found in Title 1, Chapter 3, entitled "Construction of Statutes." That chapter contains definitions of key terms in Vermont's statutes, but neither the word "benefits" nor the word "leave" is defined in that chapter.

AOT would do well to peruse 3 VSA §330(f)(3), a subsection of a statute which regards an internship program intended to attract individuals to train for State jobs. That subsection reads as follows:

Unless authorized by the approved plan, Vermont internship program participants shall participate in on-the-job training of at least 20 hours per week. They are eligible for state classified medical and life insurance plans as well as leave benefits in the same manner and to the same extent as state employees working similar schedules.

This statute was passed into law in 1989, the same year as the

Maternity Act. Here, the Legislature chose to use the phrase “leave benefits,” making clear the obvious – that leave time is an employment benefit.

(b) Specificity of language

AOT argues that, if the Legislature had intended to require employers to continue accrual of leave benefits during VPFLA leave, it would have said so in the statute. This argument is easily met by its logical counter-argument: if the Legislature had intended to require employers to continue only health insurance benefits during VPFLA leave, it would have said so in the statute. Robes v. Town of Hartford, 161 Vt. 187, 193 (1993) (in considering statutory language, Vermont’s Supreme Court “presume[s] that the Legislature chose its words advisedly”). See also, Coral Gables, Inc. v. Christopher, 108 Vt. 414, 420 (1937)(had the Legislature wished a different outcome, “it would have been a very simple matter to have expressed it in the act”). Indeed, AOT’s argument appears weaker than the counter-argument because AOT illogically asserts that the plural term “employment benefits” is meant to refer to a singular benefit, health insurance.

(c) Prior versions of the VPFLA

AOT provides a synopsis of the previous versions of VPFLA, along with comments made by citizens and lobbyists while each version was considered by the Legislature. AOT concludes from its research that the "Legislature's primary concern was in striking a delicate balance between the needs of Vermont families, and the needs of employers ..."

Aside from emphasizing this "primary concern," AOT does not provide any evidence that, in striking such a balance, the Legislature chose to limit the benefits employers must continue during VPFLA leave. In any event, the comments of citizens and lobbyists do not indicate the intention of the Legislature unless expressly adopted or otherwise ratified.¹² No such adoption or ratification occurred.

(d) 1997 amendment to VPFLA

AOT notes that in 1997, the last time substantive amendments were made to the VPFLA, the Legislature made extensive changes to the law. AOT states that it is noteworthy that there appears to have

¹² Further, "remarks of a legislator, even the sponsor of the bill, will not override the plain meaning of a statute." N. Singer, Sutherland Statutes and Statutory Construction §46.04 (6th Ed. 2000).

been no discussion regarding continuation of benefits in the Legislative committees considering the amendments. AOT concludes that the lack of discussion reflects an understanding that leave benefits were not intended to accrue during VPFLA leave.

This investigation is not willing to make such an assumption regarding the silence of legislative committees. This investigation does, however, find it noteworthy, that the 1997 amendment adopted some, but not all, of the language of the its federal counterpart, the federal Family and Medical Leave Act, as detailed below:

Vermont's 1992 Parental and Family Leave Act included the following predecessor to the current subsection at issue:

The employer shall continue employment benefits for the duration of the leave. The employer may require that the employee pay the entire cost of the benefits during the leave at existing employer rates.

In 1994, the federal Family and Medical Leave Act became effective. That law included the following provision:

[D]uring any period that an eligible employee takes leave under section 2612 of this title, the employer shall maintain coverage under any "group health plan" . . . for the duration of such leave at the level and under the conditions coverage would have been

provided if the employee had continued in employment continuously for the duration of such leave.

29 USC 2614(c)(1). With this provision, the federal law explicitly limited an employer's duty to continue benefits solely to health insurance benefits.

In 1997, Vermont's Legislature amended the state provision regarding continuation of benefits, resulting in the current version of 21 VSA §472(c), the subsection at issue. In the 1997 amendment of the subsection, the Legislature used much, but not all, of the wording from the federal statute. The part of the federal language our Legislature chose not to use was the portion limiting that subsection's coverage to health insurance benefits. This serves as a further indication that Vermont's Legislature intended to require employers to continue all benefits during VPFLA leave, not just health insurance.

(e) Department of Human Resources interpretation

AOT notes that Vermont's Department of Human Resources interprets the subsection at issue not to require accrual of leave benefits during VPFLA leave. Ordinarily an agency's interpretation of a statute it administers is entitled to some deference. Levine v. Wyeth,

A.2d _____, 2006 WL 3041078 (Vt.) (citing Chevron, U.S.A., Inc. v. Natural Res. Def. Council, 467 U.S. 837 (1984)). However, such deference applies only where a statute is ambiguous. Id. Such is not the case here.

(f) Collective bargaining agreements

AOT notes that the collective bargaining agreements between the State of Vermont and the union representing state employees does not provide for accrual of leave benefits during unpaid VPFLA leave. By the terms of VPFLA, such a collectively bargained for provision is invalid. See 21 VSA §472(g), which states in part, "A collective bargaining agreement ... may not diminish rights provided by this subchapter."

D. CONCLUSION

This investigation believes that the plain meaning of the statutory subsection at issue requires employers to provide their employees continuation of all employee benefits during VPFLA leave. Surely, many will disagree with the policy set forth in the subsection. Those individuals may wish to ask the Legislature to amend the statute.

However, pursuant to the statute as it currently stands, AOT is required to credit Ms. Stanley with the leave benefits she accrued during her parental leave.

PRELIMINARY RECOMMENDATIONS: This investigative report makes a preliminary recommendation that the Human Rights Commission find that there are reasonable grounds to believe that the Agency of Transportation violated Vermont's Parental and Family Leave Act by its failure to credit Ms. Stanley with accrued sick leave, annual leave and personal leave while she was on parental leave.

Paul Erlbaum
Investigator

Date

APPROVED:

Robert Appel
Executive Director

Date

ATTACHMENT A

> **Office of the Attorney General web site** - On two web pages of its web site, the Office of the Attorney General provides a table that compares VPFLA with its federal counterpart. The table consists of questions followed by answers regarding the federal law and the Vermont law. One question reads, "Do benefits continue during leave?" The answer regarding the federal law states, "Health insurance only." The answer regarding VPFLA states, "All benefits continue."

www.atg.state.vt.us/display.php?pubsec=4&curdoc=267

www.atg.state.vt.us/upload/1065468633Table_Compairing_Vermont_and_Federal_Family_Leave_Laws.pdf

> **Vermont Guide to Health Care Law 2006** - an on-line book published as a collaboration of the Health Law Committee of the Vermont Bar Association, the Vermont Medical Society, the Vermont Association of Hospitals and Health Systems, the University of Vermont College of Medicine, and the Vermont Law School. The chapter entitled "Employment Law" was written by Eileen M. Blackwood, Esq.; the chapter editors were Alison Bell, Esq. and Beth Danon, Esq. That chapter states the following:

[D]uring [VPFLA] leave, the employer must continue the employee's group health insurance, as well as other benefits, including any accrual of seniority, vacation, sick time, etc. on the same terms and conditions as if the employee were continuously at work.

www.vtmd.org/Guide/Employment%20Law.html#Leave%20Policies

> **Vermont Employment Law Handbook** – an on-line book published by Legal Services Law Line of Vermont, 2006, at page 23:

The employer must continue to provide all employee benefits

unchanged during your leave period, but may require you to contribute to the cost at the existing rate of employee contribution.

www.vtlawhelp.org/Data/DocumentLibrary/Documents/1142435530.5/

> Jeffrey A. Van Detta, **Constitutionalizing Roe, Casey and Carhart**, 10 Southern California Review of Law and Women's Studies 211, footnote 232 (2001):

Vermont . . . has focused its legislative efforts on a path that focuses more on providing options than imposing restrictions. Vermont has enacted a Parental and Family Leave Act . . . that extends coverage to employers with workforces as small as 10 employees and requires continuation of all employee benefits during leave.

STATE OF VERMONT
HUMAN RIGHTS COMMISSION

Ursula Stanley)
Charging Party,)
)
v.) HRC Charge No. E08-0004
VT Agency of Transportation)
Respondent)

FINAL DETERMINATION

Pursuant to 9 V.S.A. §4554, the Vermont Human Rights Commission enters the following Order:

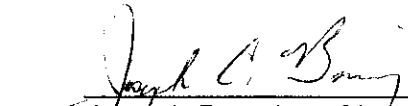
The following vote was taken on a motion to find that there are reasonable grounds to believe that the VT Agency of Transportation, the Respondent, illegally discriminated against Ursula Stanley, the Charging Party, in employment by violating 21 V.S.A. §472 (c) of Vermont's Parental and Family Leave Act.

Joseph Benning, Chair For Against Absent Recused
Nathan Besio For Against Absent Recused
Shirley Boyd-Hill For Against Absent Recused
Mary Marzec-Gerrior For Against Absent Recused
Donald Vickers For Against Absent Recused
Entry: Reasonable grounds Motion failed

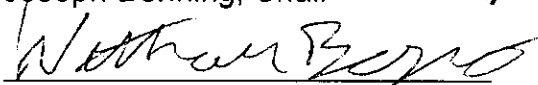
2. Because the Human Rights Commissioners found that there are reasonable grounds to believe that the Vermont Agency of Transportation, the Respondent, illegally discriminated against Ursula Stanley, the Charging Party, in violation of Vermont's Parental and Family Leave Act, a final attempt to resolve Charge No. E08-0004 through settlement shall be completed by November 21, 2008.

Dated at Montpelier, Vermont this 22nd day of May, 2008.

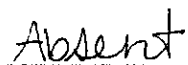
By: VT HUMAN RIGHTS COMMISSION



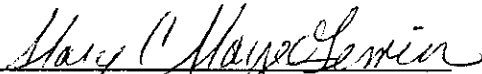
Joseph Benning, Chair




Nathan Besio



Shirley Boyd-Hill



Mary Matzec-Gerrity



Donald Vickers