

AGREEMENT

Between the

UNITED STEELWORKERS

AFL-CIO-CLC

on behalf of

USW Amalgamated Local #4

And

Town of Barre

USW LOCAL #4 Unit -103

July 1, 2024 – June 30, 2025

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RECOGNITION

Paragraph 1

The Town of Barre recognizes the United Steelworkers AFL-CIO-CLC on behalf of USW Amalgamated Local #4 as the exclusive bargaining representative for all full-time and part-time employees located at the Municipal Building at 149 Websterville Road the Town of Barre in respect to rates of pay, wages, hours of employment, benefits and condition(s) of work for those per certification by the Vermont Labor Relations Board (VLRB) dated November 30th 2004.

AGREEMENT

Paragraph 1

Agreement entered into as of July 1, 2024 by and between the Town of Barre (hereinafter called the "Employer") of Websterville, VT and its successors and assigns and the United Steelworkers AFL-CIO-CLC on behalf of USW Amalgamated Local #4 (hereinafter called the "Union"). In consideration of the mutual covenants herein contained, it is agreed to as follows:

Paragraph 2

The Employer shall furnish employees a copy of this Agreement. New employees shall be furnished a copy following thirty (30) days of employment. The Town and the Union shall share the cost of the printing.

ARTICLE 1 – GENERAL

Section 1.1- Public Employees.

The Union and the individual members thereof are to regard themselves as public employees and are to be governed by the highest ideals, honor and integrity in all public and personal conduct in order that they may merit the respect and confidence of the general public.

Section 1.2 – Working Days.

For the purposes of this Agreement, working days are defined as Monday through Friday, thirty-seven and one half (37 ½) hours, excluding holidays and weekends.

ARTICLE 2 – TERM

Section 2.1 - Term of Agreement.

This Agreement shall be effective from the July 1, 2024 and shall continue in full force and effect through June 30, 2025 and from year to year thereafter, unless either party gives notice to the other, not less than sixty (60) days prior to June 30, 2025 or prior to June 30th of any year thereafter, that it desires to alter, amend or terminate any or all of the terms hereof.

Section 2.2 - Contrary to Law Understanding.

If any provisions or portions of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or portion of such provision shall be stricken and shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event that a provision is found to be contrary to law, the Employer and the Union shall meet with-in forty-five (45) calendar days to negotiate new language.

Section 2.3 – No Waiver – No Agreements.

No agreement, alteration, understanding, variation, waiver or modification of this Agreement shall be made by an employee, or, group of employees with the Employer, and, in no case shall it be binding upon the parties hereto, unless such agreement is made in writing and ratified by the Union and the Employer. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 3 – UNION SECURITY

Section 3.1 – Condition of Employment.

Employees employed in any position covered by this Agreement and hired on or after its effective date may, on or after the 30th calendar day following the beginning of such employment, become members in good standing with the Union.

Section 3.2 – Remain in Good Standing

Employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, or who become a member in good standing after the effective date of the Agreement, may remain in good standing.

Section 3.3 – Definition of a Full-time Permanent Employee

A full-time permanent employee is one who is hired and performs thirty-seven and one-half (37 ½) hours of work on a regular basis, Monday through Friday (the days the Town offices are open), each calendar year except for vacations, holidays, personal or sick leave. All employees in this category are eligible for participation in all fringe benefits – vacations, holidays, personal days, sick leave, insurance(s) and pension.

Section 3.4 – Definition of a Part-time, - Twenty-four (24+) Plus Hours Employee.

An employee who is scheduled to work twenty-four (24+) or more hours but less than thirty- seven and one half (37 1/2) per week on a regular basis will be eligible for fringe benefits on a pro-rated basis of their hours as a fraction of a normal work week. Benefits will be limited to vacation, bereavement, holidays and sick leave. A regular part-time employee is one who is hired and performs less than thirty- seven and one half (37 1/2) of work on a regular basis.

Section 3.5 – Employee Supervisor Notification

The Town will provide a list to each employee stating who their supervisor is and notify them immediately of any change, with a copy provided to the Local Union President.

Section 3.6 - Flex Time.

The employees recognize that the public must receive service during advertised business hours, the hours the Municipal Building are advertised to be open, and there are limited number of staff to cover the offices. Management will consider Flex Time request within the following parameters submitted by the Unit Chair to the Town Manager:

- The lunch break may be adjusted from one (1) hour to one-half (1/2) hour and the starting time or completion time within the Municipal Building's regular business hours may be adjusted accordingly;
- All adjustments must be balanced within the same work week;
- In the event of conflicting requests, that can be accommodated, seniority will determine which employee's request is approved;
- Request can be made for a specified time period or open ended.

Section 3.7 – Orientation Time.

The Town will schedule all new employees for an orientation with pay for a Union presentation. The Union shall give its presentation at the Town offices. The orientation shall be no longer than one hour and will be paid at straight time.

ARTICLE 4 – CHECK OFF

Section 4.1 – Dues

The Employer will deduct, and submit, Union dues as designated by the International Secretary-Treasurer of the United Steelworkers, P. O. Box 644485, Pittsburgh, PA 15264-4485 from the wages of those employees who execute individual Check-Off Authorization Card (Union Form

530). Said dues will be reported on USW Form R-115, or, as directed by the International Secretary-Treasurer by the end of the month. The Employer shall submit a copy of USWA Form-115 to the Local Union Financial Secretary, showing the amount of dues collected and individually paid for each member of the bargaining unit, and, the period of time covered by the remittance.

Section 4.2 – Initiation Fee.

The initiation fee for new members will be as determined by the USW International Constitution and shall be deducted by the Employer and remitted to the International Treasurer in the same manner as the dues deductions (USW Form-115), after proper notice of such new members.

Section 4.3 – New Hires.

The Employer will list the names of new hires during the given month of hire, including their date of hire and job classification. This too shall be transmitted on the USW Form-115.

ARTICLE 5 - HOURS OF WORK/OVERTIME

Section 5.1 – Work Week.

Unless agreed upon under Article 3, Section 3.6. all time worked in excess of seven and one-half (7 ½) hours in a particular day will be paid, or at the employee’s discretion be given compensatory time off, at the rate of time and one-half (1 ½).

Section 5.2 – Emergency Call-in.

If a permanent employee is required to work outside their regularly scheduled work hours, the employee shall receive a minimum of two (2) hours at the rate of time and one-half (1 ½) their regular rate of pay, or, at the employees’ option, compensatory time off.

Section 5.3 – Overtime Distribution.

Whenever there are two (2) or more employees in the classification, overtime will be distributed fairly and equally, with the most qualified senior employee within the classification being asked first. Overtime refused will be calculated as time worked for purposes of equitable distribution.

Section 5.4 – Lunch Period.

The Lunch hour will be flexible for each employee with a one-half (1/2) hour lunch in lieu of coming in a half-hour late or leaving a half-hour (1/2) early, which must be mutually agreed, in advance, between the supervisor and employee, or, any other mutually agreed upon arrangements.

Section 5.5 – Daily Breaks -

Employees will be permitted a fifteen (15) minute break to be scheduled by management, between the hours of 9:30 a.m. and 10:30 a.m. Employees will be permitted fifteen (15) minute break, to be scheduled by management, between the hours of 2:00 p.m. and 3:00 p.m. The afternoon and morning breaks may be combined, with prior management approval, if employees wish to participate in a wellness activity.

ARTICLE 6 – WORK FORCE CHANGE

Section 6.1 – Promotions.

When the Employer determines a vacant permanent position based in the Barre Town Municipal Building is to be filled, or, it creates a new position that would be covered by this contract, such opening, before seeking outside applicants shall be posted on the Union bulletin board for a period of at least five (5) working days before the job is awarded. All interested employees shall notify the Town Manager, in writing, within the five (5) day period.

Section 6.2 – Absent Employees.

Employees who are legally away from the job for reasons of vacation, personal day(s) or any approved leave(s) shall be notified by the Town of such position open on the date of the posting, with a record of the notification kept by the Town. The absent employee will adhere to the same time frames as set forth for the response.

Section 6.3 – Job Award.

When skill and qualifications to perform a job are relatively equal, the position will be awarded to the applicant with the most seniority.

Section 6.4 – Trial Period.

The employee awarded the position must successfully complete the thirty (30) working day trial period to become proficient at the job. If the applicant does not satisfactorily complete the trial period, it may be extended by mutual agreement or the employee will be returned to their former position.

ARTICLE 7 – HOLIDAY SCHEDULE

Section 7.1 Declared Holidays.

The following days are declared official holidays on which employees, so far as practical, except as hereinafter provided, shall be excused from attendance of duty:

<i>Section 7.1, Sub-Section a)</i>	New Years Day	January 1st
<i>Section 7.1, Sub-Section b)</i>	Memorial Day	Last Monday in May
<i>Section 7.1, Sub-Section c)</i>	Independence Day	July 4 th
<i>Section 7.1, Sub-Section d)</i>	Labor Day	First (1 st) Monday in September
<i>Section 7.1, Sub-Section e)</i>	Veteran’s Day	November 11 th
<i>Section 7.1, Sub-Section f)</i>	Thanksgiving Day	Fourth (4 th) Thursday in November
<i>Section 7.1, Sub-Section g)</i>	Day After Thanksgiving	Friday after Thanksgiving
<i>Section 7.1, Sub-Section h)</i>	Christmas Day	December 25 th
<i>Section 7.1, Sub-Section i)</i>	Five (5) Floating Holidays	to be awarded July 1, each year

Section 7.2 – Saturday/Sunday/ Holiday time

Any of the days within the holiday schedule above falls on a Saturday the observance shall be on the preceding Friday. Should the holiday fall on a Sunday the observance will be on the following Monday. This arrangement can be adjusted by a mutual agreement between the parties.

Section 7.3 – Holiday Pay for Working

Should an employee work during any of the listed holidays, compensation shall be at the rate of one and one-half (1 ½) times the regular hourly rate of pay plus the holiday pay. The two (2) holidays in which members are paid 2x’s hourly rate will be Thanksgiving and Christmas.

Section 7.4 – Caps on Floater Holidays.

Employees shall not carry over more than two (2) years’ worth (10) days) of floater holidays. At the first of each July any floater holiday hours greater than the equivalent of ten (10) days shall be paid out to the employee at the wage rate in effect as of that July.

Section 7.5 – New Hires Floater Holiday Award.

From their date of hire to the next July 1, the number of floater holidays awarded to new hires will be:

<u>Hire Date</u>	<u>Number of Days Awarded</u>
<u>July 1 - Aug 30</u>	5
<u>Sept 1 - Oct 31</u>	4
<u>Nov 1 – Dec 31</u>	3
<u>Jan 1 – Feb 28</u>	2
<u>March 1 – April 30</u>	1
<u>May 1 – June</u>	0

ARTICLE 8 – VACATION SCHEDULE

Section 8.1 – Six (6) Month Vacation Schedule

Employees who have completed six (6) months of continuous service shall receive five (5) paid vacation days.

Section 8.2 –Vacation Benefit Schedule

An employee who has completed one (1) or more year(s) of continuous service shall receive the vacation days accumulating monthly on the employee’s anniversary date according to the following schedule;

<u>Years</u>	<u>Days</u>
One (1) to Six (6)	= Two (2) weeks\ten (10) days or .833 day per month
Six (6)	= Three (3) weeks\Fifteen (15) days or 1.25 days per month
After Thirteen (13)	= Four (4) weeks\Twenty (20) days or 1.6666 days per month
After Twenty (20) years	= Five (5) weeks\Twenty –five (25) days or 2.083 days per month

Section 8.3 – Vacation Request

Employees shall submit their vacation requests annually or quarterly. All request forms for time off will be distributed the first (1st) week of December and must be returned by the fifteenth (15th). Employee’s selecting to submit “time off schedules” quarterly must return it by December 15th, March 15th, June 15th and September 15th.

Vacation request will be granted based on seniority. In the event more than one (1) employee request the same date:

- A. Employees that submit an annual time off schedule prior to the deadline will have preference, except if a more senior employee submits a quarterly request in the first (1st) quarter, and;
- B. Employees that submit quarterly requests will have next preference, and;
- C. Employees that submit requests beyond the deadline will only be eligible for vacation dates that remain available.

This does not, however, prohibit more than one (1) employee being granted the same vacation period.

An employee asking for one (1) week off takes precedence over a senior person asking for only one (1) day off.

Section 8.4 - Vacation Reply

Supervisors will have five (5) days following the submission deadlines for vacation reply to approve or deny the request. If the request is denied, it shall state the reason(s) for denial. The

employer must have reasonable cause for denial of vacation time. Requests submitted after the deadline will be approved on a case by case basis.

Section 8.5 – Right to Deny

The Town Manager reserves the right to grant or deny extensions for the use of accrued vacation time beyond the timelines defined above. Extensions will be granted with the underlying reason being that the employee was unable to take accrued vacation time as a result of an extended restriction or action by the Town.

Section 8.6 - Termination

Upon termination of employment an employee will be entitled to be paid for all accumulated but unused vacation time at the rate of pay the employee is receiving at the time of termination. Vacation time earned since the last anniversary date shall be prorated and paid upon termination.

Section 8.7 - Vacation Right in Case of Layoffs or Separation

An employee who is laid off, resigns, or retires prior to taking his\her vacation from his\her previous eligibility date shall be compensated by check for this unused vacation time at the time of separation.

Section 8.8 – Payment in case of Death

In the event an employee dies, a payroll check, [payable to the employee], for the payment of wages, accrued vacation, floating holiday(s) and compensatory time shall be mailed to the employee’s last known address.

Section 8.9 – Pay Out

On their anniversary date, members in the bargaining unit will be paid off for vacation time they have in excess of two (2) years vacation accrual.

ARTICLE 9 – NO STRIKE/NO LOCKOUTS

Section 9.1 No Strike/No Lockout

The Union agrees that during the term of this Agreement neither the Union nor its members shall encourage or engage in any strikes, stoppages, slowdowns, or other interruptions of work, and the Employer agrees there shall be no lockouts.

ARTICLE 10 – UNION REPRESENTATIVE

Section 10.1 – Access

The Local Union President shall be granted access to any bargaining unit members during working hours for the purpose of investigating grievance(s) and\or to attend joint meetings. All meetings shall be scheduled during work hours.

ARTICLE 11 – POSTING OF NOTICES

Section 11.1 Posting of Union Notice

The Union shall have the right to post its notices on bulletin board(s) provided for such purposes. The Employer will make every effort to provide non-public locations at the work location(s), preferably in a place where employees usually congregate for breaks and\or lunches.

ARTICLE 12 – DISCIPLINE & DISCHARGE

Section 12.1 – Just Cause.

The right to discharge, suspend or otherwise discipline employees shall continue with the Employer, provided however that no such action shall be taken without just cause. The Employer agrees promptly upon the discipline, suspension or discharge of any employee to give written notice thereof to the Local Union President.

Section 12.2 – Grievance Processing

An employee who has completed their probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be processed through the grievance procedure in accordance with Article 13, except that in the case of discharge. The grievance shall be submitted in writing at Step 1 of the grievance procedure within five (5) working days of the date of the discharge, or in the event that the Town shall provide prior written notice of discharge, then the grievance shall be submitted in writing within five (5) working days of the date of the written notice of discharge.

Section 12.3 – Union Representation

The employee shall have a Union representative present, per their request, at all steps listed below except oral reprimand.

Section 12.4 – Discharge and Discipline Recognition.

The parties jointly recognize the corrective value of disciplinary action, and, accordingly the Employer will:

Section 12.4, Sub-Section a). Impose discipline within a reasonable time of the offense, or its knowledge thereof. Reasonable time being ten (10) working days. The disciplinary period may be extended by mutual agreement if more time is required. The employer shall give the Local Union President notice of the extension.

Section 12.4, Sub-Section b). Apply discipline reasonably, uniformly and consistent with the degree of severity of the offense.

Section 12.4, Sub-Section c). Employ a system of progressive discipline.

i) *First (1st) Offense - Oral Reprimand.* Oral reprimand which will be documented and signed as to the general nature of the reprimand (not agreeing to the content of the document), with a copy sent to the Local Union President

ii) *Second (2nd) Offense (of a similar nature within twelve (12) months of the first offense) - Written reprimand.* Written reprimands shall be written by the employee's immediate supervisor. The reprimand will be presented to and explained to the employee by the employee's immediate supervisor. A copy of the written reprimand will be sent to the Local Union President.

iii) *Third (3rd) Offense (of a similar nature and within twelve (12) months of the second (2nd) offense) – Written Reprimand with Suspension.* The employee shall be suspended up to ten (10) days without pay at the discretion of the Town Manager.

iv) *Fourth (4th) Offense (of a similar nature within twelve (12) months of the third (3rd) offense) - Written Dismissal.* The employee will be afforded an opportunity to meet with the Town Manager prior to the decision to dismiss.

Section 12.5 – Progressive Discipline Bypass

Nothing in this section shall prohibit the Employer from bypassing progressive discipline for just cause. Failure of the Employer to apply progressive discipline in any case shall not in and of itself be deemed a violation of the "Just Cause" standard. The Employer may repeat steps in progressive discipline and does not have to automatically advance to the next step.

Section 12.6 – Disciplinary Action Application

Disciplinary action shall be given privately and with Union representation (Weingarten Rights), when requested, before or during a meeting and/or interview by the employer.

Section 12.7 – Removal from Employee’s Record

Records of Disciplinary Action will be removed from all employee’s record(s), according to the plan presented below, provided there have been no further disciplinary action taken against the employee. If there are new (additional) disciplinary actions, the waiting period for all prior (earlier) actions begin anew on the date of the new action

<u>Disciplinary Action</u>	<u>Waiting Period for Removal</u>
Record of oral reprimand	One (1) year
Written reprimand	Two (2) years
Written reprimand with suspension of less than five (5) days	Five (5) years
Written reprimand with suspension of five (5) days or more	Seven (7) years

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURES

Section 13.1 – Grievance Reporting

Any grievance or dispute which may arise between the parties limited to the application, meaning or interpretation of this Agreement, shall be reported to the employee’s immediate supervisor within eight (8) working days of its occurrence and shall be settled as follows.:

Section 13.2 – Step 1 The employee, or, group of employees concerned and\or the Unit Griever and\or steward shall endeavor to adjust the issue with the supervisor where the issue developed within eight (8) working days from the date of the notice to the supervisor. Said response shall be in writing and dated.

Section 13.3 – Step 2 If the grievant(s) or the Union is not satisfied with the supervisor’s response, the matter shall be put in writing and presented to the Town Manager within eight (8) working days from the date of the written response from the supervisor. The Town Manager, grievant(s) and Union shall meet and endeavor to adjust the matter within eight (8) working days from the receipt of such presentation to the Town Manager. The Town Manager shall have eight (8) working days to make his\her determination and\or appropriate adjustments and present it to the grievant (s) and Union in writing.

Section 13.4 – Step 3 If the grievant(s) and\or Union is not satisfied with the determination of the Town Manager, the grievant(s) and\or Union may present the matter in writing to the Barre Town Select Board in care of the Town Clerk within eight (8) working days from the receipt of the Town Manager’s decision. The Barre Town Selectboard shall endeavor to adjust the dispute within sixteen (16) working days. Within said sixteen (16) working days, the Barre Town Selectboard shall issue their finding and final determination, in writing, to the grievant(s) and the Union.

Section 13.5 – Step 4 If the grievance is still unsettled, either party, may, within ten (10) working days from the date of the Barre Town Select Board’s final determination, shall notify the other party of its

intent to request arbitration by forwarding a copy of its request for an Arbitration Panel on the forms provided by the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS) or Labor Relations Connection (LRC) as mutually agreed upon. The arbitration proceedings shall be conducted by an arbitrator by the agreed upon agency and pursuant to its rules and regulations. The cost of the arbitrator shall be shared equally by the Town of Barre and the Union. It is agreed that the decision of the arbitrator is final and binding.

Section 13.6 – Mutual Agreement Extension-

Unless extended by mutual agreement in writing, the failure to observe the time limits as herein, under Article 13, shall be viewed in favor of the party who met the last time limit, with the party failing to respond accordingly deemed as lost. If the Union fails to act accordingly, it will be viewed as abandoning the grievance and the Town of Barre last response will prevail. If the Town fails to act accordingly it will be viewed as in favor of the Union's resolution to the grievance under Settlement Requested.

Section 13.7 – Extreme Extension Clause -

In the event that any party should be unable to receive written notification or answer because of illness, bereavement or work assignment, required notice time limits shall be extended to begin upon person's return to available status or ten (10) working days, whichever is less.

Section 13.8 – Grievance Committee

The Union shall provide the names of the employees who will serve as Unit Grievance Committee members. This shall include the Unit Chair, Unit Griever and/or Union Steward(s). The Committee shall be allowed reasonable time off during working hours with no reduction in pay to investigate and process grievances, at the Town Manager's discretion, which shall not be reasonably denied.

ARTICLE 14 – BEREAVEMENT\INTERMENT

Section 14.1 – Five (5) Day Bereavement

In the event an employee suffers the death of a spouse, domestic partner, a child or step child, he\she will be allowed five (5) workdays days off at their current rate of pay to attend the funeral and\or its arrangements. Domestic partner is defined as someone who has been in a union of at least one (1) year and resides with the employee.

Section 14.2 – Four (4) Day Bereavement

In the event an employee's mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, spouse's father, or spouse's mother dies, the employee will be allowed four (4) work days off at their current rate of pay to attend the funeral and/or arrangements and/or memorial service.

Section 14.3 – One (1) Day Bereavement

In the event an employee suffers the death of an extended family member, i.e., uncle, aunt, or co-worker, he\she will be granted one (1) work day off at their current rate of pay to attend the funeral and/or arrangement or memorial service.

Section 14.4 – Extended Request/Special Permission

- a) Special permission to attend wakes and\or funerals for deaths outside of any of the above sections will not be unreasonably denied.

- b) If an employee needs more bereavement time other than what is stated in this Agreement (if he\she feels that he\she cannot perform his\her job properly and he\she has a slip from a physician), the Town may grant the employee the use of up to a maximum of two (2) weeks accrued sick leave for this purpose.

Section 14.5 – Interment Clause

An employee may defer one (1) of the days under Section 14.1 or Section 14.2 off for purposes of interment and will be paid their current rate of pay as a result of the deferment.

ARTICLE 15 – HEALTH CARE/ DENTAL/VISION

Section 15.1 Plan Design

a. Effective July 1, 2019 and continuing until June 30, 2024, employees shall have their choice of either the Vermont Health Connect (the Exchange) platinum Standard Co-payment plan through Blue Cross Blue Shield or the Vermont Health Connect Gold Non – Standard Rewards CDHP plan through BC–BS or an equal or equivalent plan, unless the federal or state government amend laws or change health plan offerings such that the Platinum and/or Gold CDHP plans no longer are available. The Town agrees that – should it seek to change from the Current Plans to any other plan design or carrier for any other reason during the term of the agreement – it will not do so unless the parties meet, confer and mutually agree the proposed plan is equal or equivalent or better to the plans listed above. If a dispute as to whether the plan is equal to or equivalent or better arises, the dispute shall be addressed through the Grievance and Arbitration clause of the Collective Bargaining Agreement.

b Employees shall pay fourteen percent (14%) of the premium cost of their health insurance plan.

c. Based on the amounts shown below, each calendar year employees selecting the Platinum Plan shall be responsible for the first deductible, co-payment, office visit and co-insurance:

Level of Coverage	Amount (total of 4 charges listed above)
Single	\$200
Multi-person	\$400

After the above listed amounts have been paid by the employee the Town will reimburse employees within twelve (12) days for out-of-pocket expenses for deductibles, co-payments, office visits and co-insurance. The deductible and co-pay for prescriptions shall not be reimbursed.

d. Employees selecting the Gold CDHP plan shall receive an annual health savings account (HSA) contribution from the Town. The minimum contribution amount shall be:

Single person plan	\$1,500
All multi-person plans	\$3,000

The HSA contributions shall match IRS regulations if greater than the amounts stated above.

Said contributions shall be deposited to the employee’s HSA in four equal quarterly amounts at the start of each calendar quarter. If an employee experiences a major medical bill the total HSA contribution will be deposited into the HSA. For the term of this contract provision (1/1/20)–6/30/24), if a participating employee exhausts the Town’s contribution for that specific calendar year, the remaining deductible to reach the out-of-pocket maximum shall be shared:

Town	80%
Employee	20%

Once the Town's contribution to the HSA for that calendar year is exhausted employees shall provide to the Town copies of their medical bills to verify the totals paid for medical costs only. Reimbursements for medical bills shall be based on the deductible sharing percentages listed above. The Town upon receipt of a medical bill from the employee shall deposit into the HSA account the funds necessary to cover the Town's percentage of deductible sharing within five (5) business days.

Any HSA contribution from any prior year remaining in the employee's HSA may be used to pay any qualifying medical expense incurred by the employee.

e. On an annual basis, an employee's health insurance premium share shall not exceed 12.5% of the employee's base pay.

Section 15.2 - Buy-Out

The Town of Barre agrees to make a lump sum cash payment, in lieu of health care benefits in the amount of Two Thousand (\$2,000) dollars for a family plan buy-out; One Thousand Seven Hundred Fifty (\$1,750.00) dollars for a two-person plan, and One Thousand Five Hundred (\$1,500) dollars for a single-person plan which will be paid after December 1st. This payment shall be prorated if employment is terminated during the year, or, if the employee decides to enroll in the health insurance coverage provided by the Town of Barre

Section 15.3 – Buy-Out Stipulation

No employee shall elect the buy-out option until the employee provides certification, they have health care coverage elsewhere. Election of the payment in lieu of the healthcare coverage, shall not restrict or limit any of the employee's rights to privileges the employee may have for conversion of other health insurance to the Town of Barre – supported BC\BS program under COBRA, BC\BS rules, or on the anniversary date of the BC\BS policy, which is January 1st.

Section 15.4 – Retiree Medical Coverage Before Age 65

An employee retires before age sixty-five (65). For Medicare and this policy purposes, this is called Early Retirement. Under this scenario, employees may buy (through the Town) the same policy they received as an active employee. The coverage can be for retirees and spouses by paying the full premium plus admin fees.

Section 15.5 – Additional Information – Employees are urged and encouraged to read their policy for details not described within. If planning for retirement, it is suggested that the employee contact the Town Manager and/or bookkeeper as this significant benefit for retirees does have “enrollment deadlines” that have to be adhered to.

Section 15.6 – Dental Plan

Continue the present dental coverage as presently Administered, at the One Thousand Five Hundred (\$1,500) benefit, whereas the Town furnishes full time, permanent employees with dental insurance., Delta Dental Program 3, or, a comparable program, listed under APPENDIX B. Dependent and family coverage may be purchased by employees at their own cost.

Section 15.7 – Vision Plan

The Town will provide eye care reimbursement up to Two Hundred and Fifty (\$250.00) dollars per year for eye exams, glasses or contact lenses. The employee must provide the Town with an invoice from the provider. Members will be able to “roll-over” all unused amounts from year to year for a maximum of one thousand (\$1,000) dollars for the life of this Agreement.

Section 15.8 – Health & Fitness

The employer agrees to pay up to fifty (50%) percent of the monthly membership fee of a fitness club up to a maximum of thirty (\$30) dollars per month. The employee will be responsible for the initial registration fee. The employer will have the right to cancel their portion if any employee who misses three (3) or more months of their portion of payment(s) in any calendar year.

ARTICLE 16 – LIFE INSURANCE /DISABILITY INSURANCE(S)

Section 16.1 – Life Insurance

Life insurance shall be at the rate of two (2) times the employee’s annual salary with a maximum of Sixty Thousand (\$60,000) dollars, at the Town of Barre’s expense. Coverage shall begin following thirty (30) calendar days following the date of the employee’s hire.

Section 16.2- Conversion Privilege

In the event of termination of employment, the employee may convert all or part of his\her life insurance by making written application and paying the first (1st) premium during the thirty-one (31) day period following termination. No medical evidence shall be required.

Section 16.3 – Accidental Death & Dismemberment Insurance

Accidental Death and Dismemberment Insurance shall be at the rate of two (2) times the employee’s annual salary with a maximum of Fifty Thousand (\$50,000) dollars, at the Town of Barre’s expense. Coverage shall begin following thirty (30) calendar days following the date of the employee’s hire.

Section 16.4 – Accident & Sickness Short Term Disability

If an employee is unable to work due to an off-the-job injury\sickness, he\she shall receive seventy (70%) percent of their base weekly wages, up to a maximum of Five Hundred (\$500.00) dollars per week for a maximum of forty-eight (48) weeks due to disability due to accident and/or sickness. Short term disability begins on the thirty-first (31st) day after sickness and/or disability.

Section 16.5 – Workers Compensation

Employer will continue paying the premiums as if he\she were still actively employed.

ARTICLE 17 – SICK LEAVE

Section 17.1 – Notification

An employee who is unable to report to work shall notify their supervisor as far in advance of their normal work schedule as possible.

Section 17.2- Sick Leave Accrual

An employee covered under this Agreement is entitled to accumulate one (1) day per month for every month of continuous service. There will be no maximum amount of days that can be accumulated. The cap on annual usage is forty-five (45) days. If an employee runs out of sick days, he\she may use any of their accrued vacation time, if authorized by their supervisor. Such request shall not be unreasonably withheld. An employee shall accrue sick leave upon employment but shall not be eligible until he\she has completed six (6) months of consecutive employment. Should the employee quit or is discharged for just cause, he\she shall forfeit the time accumulated.

Section 17.3 – Merit Pay

An employee who does not call in sick during any one (1) calendar quarter shall receive, as merit pay, the sum of Seventy-five dollars (\$75.00). The calendar quarters shall commence on July 1 of each fiscal year.

Section 17.4 – Transfer of Sick Leave

An employee who has accumulated sick leave, may, transfer up to three (3) of their sick days to an employee who has exhausted all of their paid time off. The transfer shall be at the lower of the two (2) rates – that of the employee in need of additional sick leave or the employee who has elected to transfer up to any of the three (3) days.

Section 17.5 – Three (3) Day Sick Leave for Family.

An employee may use sick leave for the purposes below:

- The employee is sick or injured.
- The employee obtains professional diagnostic, preventive, routine, or therapeutic health care.
- The employee cares for a sick or injured parent, grandparent, spouse, child, brother, sister, parent in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment or accompanying the employee’s parent, grandparent, spouse, or parent-in-law to an appointment related to his or her long-term care.
- The employee is arranging for social or legal services or obtaining medical care or counseling for the employee or for the employee’s parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, or stalking. As used in this section, “domestic violence,” “sexual assault,” and “stalking” shall have the same meanings as in 15 V.S.A. & 1151.
- The employee 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.

ARTICLE 18 – LAYOFF AND RECALL

Section 18.1 – Layoff Notice

Layoff notices will be sent by certified letter or hand delivered to the employee fourteen (14) calendar days prior to the layoff.

Section 18.2 – Recall

In the event of an increase in the work force following a layoff, employees will be recalled in reverse order of their layoff (last one laid off in a job classification will be the first employee in the job classification recalled).

Section 18.3 - Recall Period.

Employees shall retain the right to recall for a period of one (1) year. One (1) year of additional year of recall rights will be granted providing the employee notifies the Town in writing by certified mail that they wish to remain on the recall list prior to the expiration of the initial one (1) year recall date.

Section 18.4 - Refusal of Recall

In the event an employee, or does not answer recall within seven (7) working days of returned signature card or return of certified letter sent to the employee’s last known address, this shall be deemed to have given up rights to be recalled and shall be removed from the recall list.

ARTICLE 19 – LEAVE OF ABSENCE/PERSONAL DAYS

Section 19.1 – Parental Leave & Family Leave

The Union and the Town agree to adhere to the rules, regulations, provisions and guidelines of the Family Medical Leave Act (FMLA) and the Vermont Family Medical Leave Law (VTFMLL). In

the event the employee has, at the time of need for parental or family leave, accrued vacation days, accrued holidays, accrued sick leave or accrued personal leave, such paid leave days may be used during such leave and may be used to extend such leave, provided the employee gives as much notice as possible regarding the use of accrued leave for purposes of this article. During approved family or medical leave, the employee will be required to pay only their usual percent (as determined by this contract) of the monthly health insurance premium for the length of time set out below. After the length of time shown below, the employee shall pay 100% of the premium.

CONTRACT YEAR	LENGTH OF TIME EMPLOYEE PAYS USUAL %
2019-2020	6 months from start of approved family or medical leave
2020-2021	6 months from start of approved family or medical leave
2021-2022	9 months from start of approved family or medical leave
2022-2023	12 months from start of approved family or medical leave
2023-2024	12 months from start of approved family or medical leave

Sub-Section 19.2 – Unpaid Leave of Absence

An employee with one (1) or more years of continuous service, upon approval by the Town Manager or Selectboard, may be granted a leave of absence not to exceed one (1) year for good cause. Request for leave of absence must be made in writing to the Town Manager through their supervisor. The written request must state the date the leave would begin and the date the employee will return to work and not to exceed one (1) year. The employee will explain the good cause for the request. The Town shall respond to the request within a reasonable amount of time, and if the request is denied, the Town shall give reasonable clarity in writing.

Sub-Section 19.2. i – Use of Accrued Time

Employees will be required to use all compensatory time; floater holiday time and vacation time at the beginning of the leave of absence, except the employee may reserve a total five (5) vacation days or floater holidays or a combination thereof for the use upon returning to work. When the sources of paid time-off are exhausted the remainder of the leave shall be unpaid.

Sub-Section 19.2, ii – Return of Materials.

The supervisor or the Town Manager, if the supervisor is unavailable, may require the employee to return all Town materials before leave of absence is effective.

Sub-Section 19.2, iii – Suspension of Benefits

Sick leave, vacation and floater holidays will not accrue during the leave of absence, except for those periods during which the employee uses accrued paid time off. Health insurance and other insurance benefits can be maintained during the unpaid period of the absence according to other Town policies or State and Federal Laws that may apply and provided the employee pays the full monthly premium in advance if required by the policy or law. Upon returning to employment with the Town, the employee will receive credit for all unused sick days earned prior to the leave of absence.

Sub-Section 19.2, iv – Return to Position and Seniority

- a) The employee will be reinstated to his/her position, if the position has not been eliminated and the employee returns to work the day after the leave of absence has ended. If an employee does not return to work on the designated day, unless due to proven illness, the employee shall be subject to discipline including termination. A written notice shall be sent to the address in the employee’s personnel file. An employee must give the supervisor, or, in the supervisor’s absence, the Town Manager, two (2) weeks written notice if he/she decides to resume work sooner than originally planned. Extensions must be submitted in writing to the Town Manager, via the supervisor, one (1) month before the approved leave is scheduled

to end. Request for extensions beyond the one (1) year maximum will not be approved.

- b) Employees will accrue union seniority for the duration of the leave.

Section 19.3 – Permanent Employee Personal Day.

Each permanent employee shall be eligible when actively performing work for two (2) working days off with pay each year of employment, for personal business of a compelling nature which cannot be conducted during non-working hours. The paid personal days must be used within the contract year. Supervisors may ask employees to state the reason for personal business requiring paid time off from work. Employees may invoke a privacy right for matters the employee does not wish to reveal to his/her supervisor. In such cases, the supervisor may (but does not need to) refuse to approve the request for use of a personal day. If the supervisor does not approve the request, the employee may take the request for approval to the Town Manager.

Section 19.4 – Personal Day(s).

The Town will make every reasonable effort to accommodate the employees request. Requesting personal time off and personal leave shall be taken during the fiscal year in which it is granted.

Section 19.5 – Emergency Situation(s)

In emergency cases, more than two (2) days without pay may be allowed upon recommendation by the employee’s supervisor to the Town Manager. Such action will be allowed for personal business of a compelling nature which cannot be conducted during non-working hours.

Section 19.6 – Wellness Visits

Employees actively performing duties shall be allowed up to sixteen (16) hours per year for non-emergency scheduled doctor and/or dental visits for themselves, their dependent children and their incapacitated spouse. There shall not be any accumulation of unused hours. Hours used do not affect sick time usage nor the sick time benefit pay.

ARTICLE 20 – JURY DUTY PAY / WITNESS PAY

Section 20.1 – Jury Duty

Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty. If the employee earns less while serving on jury duty than the employee’s regular weekly wage, the employer will pay the difference when provided with a copy of the check received by the employee from the Court. The employee may request payment (s) on the usual payday (s) that equals the difference between the employee’s usual daily wage and what the court is expected to have paid. The court payment will be assumed to be the current daily court payment. The employee is to provide a copy of any court paychecks to the town so that any discrepancy can be reconciled. Any employee excused from Jury Duty by noon of any day will report to work for the afternoon portion of the daily shift.

Section 20.2 – Witness Pay

Any employee who is subpoenaed as a witness connected with Town business shall be granted a leave of absence to perform said duties. The employee may receive his/her regular pay or his/her witness pay, whichever is greater. Any employee who elects to receive his/her regular pay will turn in (sign over) his/her witness pay to the employer. Employee shall return to work promptly if the jury duty ends before noon.

ARTICLE 21 – MILITARY LEAVE

Section 21.1 - Training and/or Governor Call-ups of National Guard

Any employee who is a member of a reserve force of the United States or of any state and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or a state, shall be granted an unpaid leave of absence not to exceed three (3) weeks for such activity.

Section 21.2 – Active Duty

Any employee who is a member of a reserve force of the United States or of any state and who is ordered by the appropriate authorities in to active service under the supervision of the United States or a state shall be granted an unpaid leave of absence for the period of service.

Sub-section a.

When an employee reports for active service as stated in this paragraph, the Town is responsible for the following:

Sub-section a - (1)

To provide employment upon returning from active military service under the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA);

Sub-section a - (2)

To provide or extend the same benefits to employees who have been furloughed (laid off) or to employees on a non-military (jury leave, educational; leave etc.);

Sub-section a - (3)

For providing the following healthcare benefits while the employee is performing active military service:

i) If the period of service is less than thirty-one (31) days, the Town will charge the employee only the employee share of the cost of coverage.

(ii) If the period of service is thirty-one (31) days or more, the Town is permitted, but not required, to charge the employee up to one hundred and two (102%) percent of the entire premium, including the part that the employer normally pays in the case of active employees.

Sub-section a – (4)

For immediate and prompt reinstatement of employees benefits upon arrival from active duty;

Sub-section a – (5)

For reinstating the employees' health plan coverage, including family members without exclusion of "pre-existing conditions".

Sub-section a – (6)

Treating and returning employee for seniority purposes, as if he or she had been continuously employed.

Sub-section b The employee is responsible for the following.

Sub-section b – (1)

Providing advance notice for leave of absence for military duty either orally or in writing to the Town. Failure to do so could result in forfeiture of protections under USERRA.

Sub-section b – (2)

For reporting to work or reclaiming their position with the Town in the following manner per Federal Law:

- (i) If the period of service is less than thirty-one (31) days, the employee is required to report for work “no later than the beginning of the first (1st) regularly scheduled work period on the first (1st) calendar day following the completion of service and the expiration of eight (8) hours after a period allowing for the safe transportation of the person from the place of that service to the person’s residence.
- (ii) If the period of service is thirty-one (31) days to one hundred and eighty (180) days, the employee is required to submit an application for re-employment within fourteen (14) days after the end of the period of service.
- (iii) If the period of service is one hundred and eighty-one (181) days or more, the individual must submit the application for re-employment within ninety (90) days.

ARTICLE 22 – UNION COMMITTEE(S)

Section 22.1 – Union Unit (Committee)

The Unit shall be comprised of three (3) individuals to serve as Unit Officers. This shall be the Unit Chair, Unit Griever and Unit Recording Secretary. The Union shall also appoint a steward to serve the bargaining unit members. Names of employees holding these positions shall be forwarded to the employer on an annual basis, or, if there is a change of the position(s).

Section 22.2 – Safety and Health Committee

There shall be two (2) members of the bargaining unit to serve on a Health and Safety Committee. Names of the employees holding these positions shall be forwarded to the employer on an annual basis, or, if there is a change in position(s). Safety and Health Meetings will be scheduled on an as needed basis. The employer agrees to make reasonable efforts to provide a safe, clean and wholesome work environment and to comply with all federal and state laws.

Section 22.3 – Negotiations Committee

The negotiations committee shall consist of the USW International Representative, Local Union President and two (2) members of the bargaining unit.

Section 22.4 – Committee’s Paid Time

Members of any of the above committees shall be paid for all lost time incurred as a result of their duties. All meetings shall be scheduled during normal working hours when practical.

ARTICLE 23 – WAGES

Section 23.1 Wage Rate.

The Town will pay wages as outlined under Appendix A of this Agreement.

Section 23.2 – Pay Period.

The salary and/or wages of employees shall be paid weekly on Friday of the following work week. In the event Friday falls on a holiday, the preceding day shall be the pay day.

The Town may implement a bi-weekly pay period, if all other unions representing Barre Town employees agree, but no sooner than July 1, 2019. The first week after the weekly pay period ends the Town shall provide a paycheck covering three (3) days, for those employees who worked or were on approved paid time-off. The next week the Town shall provide a paycheck covering

seven (7) days, for those employees who worked or were on approved paid time-off. The following week there would be no paycheck. Implementation of bi-weekly pay period shall not change, negate or delete provisions in Section 23.3, 23.4, or 23.5.

Section 23.3 – Payroll Deposit(s).

Employees may decide to have their pay deposited directly to their designated account(s), if the Town offers direct deposit paychecks.

Section 23.4 – Employee Payroll and Deduction(s).

With each paycheck, the Town will give the employees a statement of their balance of accrued vacation and unused vacation, sick and personal days.

Section 23.5 – Automatic Payroll Deductions.

The Town agrees to make automatic payroll deductions and deposits for any employee who requests and authorizes such action for the purpose of the employees' credit union and Christmas Club contributions. Such payroll deductions and deposit arrangements shall be limited to the same arrangements as now offered for non-bargaining unit employees of the Town and such additional arrangements as the Town may, from time to time, offer during the term of this contract.

Section 23.6 – Section 125.

The Town offers a Section 125 Plan that the employees may participate in by authorizing certain pre-tax payments. The Town shall supply Plan information to the employees with a copy of the same sent to the Local Union.

Section 23.7 – Mileage.

The Town agrees to reimburse any employee mileage at the rate set by the federal government for anyone utilizing their vehicle while on authorized Town business.

ARTICLE 24 – TEMPORARY SERVICES

Section 24.1 – Management's Rights –

In recognition by the Union of the Employer's management rights and non-delegable fiduciary responsibilities and in recognition by the Employer of the Union's concern for job security, it is agreed that such actions directed by the Employer to negotiate or study the feasibility of contracted services covered by the Agreement shall be made in writing to the Recording Secretary of USW Amalgamated Local #4, prior to or at the commencement of such study or negotiations

Section 24.2 – Temporary Services.

The Town is authorized to contract for services that provide part-time, seasonal or temporary contractual services, subject to the following restriction There shall be no layoff or loss of work hours for current or future employees within this unit due to the use of these services.

ARTICLE 25 – JOB CLASSIFICATIONS

Section 25.1 – Establish Job Classifications.

Subject to negotiations between the Town and the Union, job classifications, grades and compensation ranges for all positions in the bargaining unit will be established. These classifications shall be continued to be maintained unless changed or modified per Section 24.2 or Section 24.3.

Section 25.2 – Revised Job Descriptions.

Revised job descriptions, and the appropriate wage schedule, will be in effect for all new hires, transfers, or, job bidding.

Section 25.3 – Additions and/or Changes.

In the event that new positions are established within the area covered by the bargaining unit, or, if the duties and work assignments result in a change in job requirement, new classifications shall be established within ninety (90) calendar days, or existing classifications revised within thirty (30) calendar days subject to negotiations between the Town and the Union.

ARTICLE 26 – LONGEVITY BENEFITS

Section 26.1 Longevity Benefits.

After one year of continuous service a permanent employee shall receive longevity benefits in addition to all other weekly wages and is not considered as part of the employee's base wage according to the following Sub-sections:

Section 26.1, Sub-section a): One (1) to thirty (30) years, three (\$.03) cents per hour for each year of service.

Section 26.1, Sub-section e b): Thirty-one plus, three and one half (\$.035) per hour for each year of service.

ARTICLE 27 – TRAINING / EDUCATIONAL REIMBURSEMENTS

Section 27.1 – Training and/or Educational Authorization

The Town and Union agree on the need and desirability of continuous training and education. All training must be approved by the Department Head or by the Town Manager or his designee.

Relevant department heads, and the Town Manager when there is no relevant department head, will make members of the bargaining unit aware of training opportunities germane to the unit member's work. Sources for training opportunities could be:

- UVM Extension Service (Town Officials Education Conf.)
- Vermont League of Cities and Towns
- Vermont state agencies
- Vermont associations such as VT Planning Assoc., VT Association of Listers and Assessor's, and VT Municipal Clerk and Treasurer's Association.

Members may request approval to attend a training. The department head or Town Manager (when there is no department head) will answer the request no later than five (5) business days from receiving the request, approval can be rescinded if the employee is needed in the office due to extenuating circumstances.

Section 27.2 – Tuition and Expenses

The Town will pay tuition and other incidental expenses for any Town directed training.

Section 27.3 – Training Opportunities

Opportunities for training shall be distributed equally amongst employees relative to their job requirements when possible.

Section 27.4 – Seniority Rules

If more than one (1) department employee request work related education reimbursement and submits a training for educational requests to their supervisor and/or Town Manager which would be concurrent, seniority shall prevail as to the approval of the employee's training for educational request, unless, both employee's plans could be approved.

Section 27.5 – Consideration Points

Consideration by management relative to approval of training will include costs, conflicts with work schedules, direct relation of the training request to performance of employee’s duties with the Town.

Section 27.6 – Reimbursement/Employment Policy

Employees who avail themselves of the work-related educational reimbursement program and are reimbursed One Thousand Dollars (\$1,000.00) or more of educational training in any Town of Barre fiscal year shall be required to remain employed by the Town of Barre for a period of twelve (12) months from the reimbursement date. With prior approval and a written agreement between the Town and the employee, the Town will pay an employee’s work-related training registration fee or education course tuition or registration fee. The employee must successfully complete the training or education course (earning a passing grade or certificate of completion). If the employee does not successfully complete the course or training, the employee must reimburse the Town within a reasonable time, commencing with release of grades or completion of the course. As stated above, any employee for whom the Town pays \$1,000 or more in training fees or education tuition in advance during a fiscal year must remain employed by the Town of Barre for a period of twelve (12) months from the completion of the course or training.

Section 27.7 – Voluntary Termination

If any employee leaves employment with the Town of Barre, they shall be required to reimburse the Town of Barre for one twelfth (1/12) of the amount of educational reimbursement made for each complete month that shall remain of the twelve (12) month retention period as set forth in Article 27 Section 27.6.

Section 27.8 – Termination/Lay Off

Employees who are terminated or who are laid off shall not be required to provide reimbursement to the Town of Barre.

ARTICLE 28 – SENIORITY

Section 28.1 – Seniority List

The Town will provide the Union with a seniority list twice each year, once in April and once in October. Said list will have the name of the employee, position held and date of latest hire.

Section 28.2 – Failure to Answer Recall

Employees will be recalled by Registered Mail Return Receipt Requested with the mailing to be sent to their last known address on file with the Town. The employee will have ten (10) working days in which to answer the recall. Failure to do so will automatically be deemed as a lack of interest in returning to employment with the Town. A copy of the recall notice shall be sent to the Local Union President.

ARTICLE 29 – PENSION PLAN

Section 29.1 – Municipal Employees Retirement System

During the term of this Collective Bargaining Agreement the Town shall provide, and the members shall enroll in, the Vermont Municipal Employees Retirement System (VEMERS) Plan B. The Town and the members shall be obligated to pay their respective percent of the members’ gross pay, as determined by the Vermont Municipal Employees Retirement System Board of Directors. Benefits for retirees or members leaving the Town’s employ shall be eligible for benefits based on Plan B. If the VEMERS is disbanded by the Vermont Legislature or if the VEMERS Board eliminates Plan B, the Town and the Union shall meet and discuss pension options for the members.

APPENDIX A --- WAGE SCHEDULE

WAGES will be effective July 1, 2019 at the two and three-quarters (2.75%) percent higher than the 2018-2019 wage rates listed in Appendix A of the 2015-2019 collective bargaining agreement. Wages rates shall increase: two and a quarter (2.25%) percent on July 1, (2020); two (2.0%) percent on July 1, (2021) and one and a half (1.50%) percent on July 1, (2022), until Union approval of the contract amendment and extension when the 2021-2022 wage rates will be increased five (5%) percent; and four (4%) percent on July 1, 2023. Wage rate effective July 1, 2024 at four (4.0%) percent higher than the 2023-2024 wage rates listed in Appendix A of the 2019-2024 collective bargaining agreement. The complete wage schedule for the term of this collective bargaining agreement is shown below. The wage rates do not include longevity.

Pay Grade	Year	Low Range Starting date - 1 yr	Medium Range 1+ yr - 3 yrs	High Range 3+ yrs
25	2019 – 2020	\$17.00 - \$17.50	\$18.00 - \$19.50	\$20.91 - \$22.49
	2020 – 2021	\$17.38 - \$17.89	\$18.41 - \$19.94	\$21.38 - \$23.00
	2021 – 2022	\$17.73 - \$18.25	\$18.78 - \$20.34	\$21.81 - \$23.46
	2024 – 2025	\$20.13 - \$20.73	\$21.33 - \$23.10	\$24.77 - \$26.64
<u>Remainder</u>	2022 – 2023	\$18.62 - \$19.16	\$19.72 - \$21.36	\$22.90 - \$24.63
	2023 – 2024	\$19.36 - \$19.93	\$20.51 - \$22.21	\$23.82 - \$25.62
23	2019 – 2020	\$15.50 - \$16.25	\$17.30 - \$18.80	\$20.29 - \$21.83
	2020 – 2021	\$15.85 - \$16.62	\$17.69 - \$19.22	\$20.75 - \$22.32
	2021 – 2022	\$16.17 - \$16.95	\$18.04 - \$19.60	\$21.17 - \$22.77
	2024 – 2025	\$18.37 - \$19.25	\$20.49 - \$22.26	\$24.04 - \$25.86
<u>Remainder</u>	2022 – 2023	\$16.98 - \$17.80	\$18.94 - \$20.58	\$22.23 - \$23.91
	2023 – 2024	\$17.66 - \$18.51	\$19.70 - \$21.40	\$23.12 - \$24.87

The position (Planning & Zoning Administrative Assistant) shall remain at Pay Grade 23.

The Assistant Town Clerk position revised in the Fall of 2011 shall be classified at Pay Grade 25.

New hires' prior relevant experience maybe acknowledged when establishing a new hire's starting wage. New hires' starting pay rate may exceed the Low Range. The more prior relevant experience the higher the starting rate might be set; however, no hire's starting rate will be set higher than any existing employee in the same pay grade.

APPENDIX B --- DENTAL PLAN(S)

Copy of the Delta Dental Plans and associated costs will be made for all employees with a copy of the same sent to the Local Union President. The maximum benefit allowable will be One Thousand Five Hundred (\$1,500.00) Dollars per year.

SIGNATORY PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective July 1, (2019).

For TOWN OF BARRE:

Thomas White
Selectboard Chairman

Paul White
Selectboard Member

Norma Malone
Selectboard Member

W. John Mitchell, III
Selectboard Member

Bob Nelson
Selectboard Member

For the *United Steelworkers of America*
AFL-CIO-CLC:

Thomas Conway,
USW International President

John Shinn,
USW International Secretary - Treasurer

D.R. McCall,
USW International Vice President Administration

Fred Redmond
USW International Vice President Human Affairs

Del Vitale,
Director District #4

Rick Sauer,
USW Staff Representative

Raymond Bettis, President
USW Amalgamated Local #4

Deborah Lefebvre, Unit #103, USW #4 Negotiator

Wendy Moore, Unit #103, USW #4 Negotiator

SIDE AGREEMENT – AUDIO RECORDING

1. **The Town and Union agree to use this side agreement to address the function of the audio recording system in the Town Clerk's office.**
2. **Per system settings, video recording with an audio component will be stored securely onsite for a period of 30 days.**
3. **Per system settings, a live audio feed is unavailable through the onsite system hardware. A live feed can be accessed by Town police officers via secured remote access, but only after they have been notified of a potentially relevant situation.**
4. **The key required to access the system hardware will be stored in the Town Manager's office.**
5. **The password required to access stored files is to be kept only by the Town Clerk and Town Manager.**
6. **Stored audio, which captures union member activity, will be accessed only as follows:**
 - a. **A report of criminal activity in the area covered by the audio recording.**
 - b. **A complaint has been registered concerning the conduct of a Town employee.**
7. **In the event a complaint has been registered concerning the conduct of a union member, the named union member may be present at the initial review of the relevant segment(s) of the audio recording. An exception will exist if the conduct being reviewed is criminal activity. At minimum, the Town Clerk and Town Manager will be present at the initial review.**