

AGREEMENT BETWEEN

TOWN OF BARRE

AND

LOCAL #1369, COUNCIL 93,  
DEPARTMENT OF PUBLIC WORKS CHAPTER  
AFFILIATED WITH THE  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
AFL-CIO

July 1, 2022 – June 30, 2024



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## PREAMBLE

This agreement entered into by the Town of Barre, hereinafter referred to as the Employer, and Local #1369, Council 93, Department of Public Works Chapter, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 RECOGNITION

1.1 The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining wages, hours and other conditions of employment, for the employees of the Town of Barre Public Works Department, excluding office and clerical help.

## ARTICLE 2 PART-TIME OR SEASONAL EMPLOYMENT

2.1 A part-time employee is one who is employed for not more than twenty (20) hours per week.

A seasonal employee is one who is employed less than one hundred and twenty (120) work days per year.

Part-time and seasonal employees shall not receive a wage rate greater than the posted wage rate of the classification in which the employee is working.

It shall be the Town's prerogative to add employees for part-time or seasonal work as long as they do not replace fulltime employees.

The provisions of this contract shall not apply to part-time or seasonal employees.

## ARTICLE 3 DISCRIMINATION AND COERCION

3.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliations, or sexual orientation. The Union shall share equally with the employer the responsibilities for applying this provision of this agreement.

All reference to employees in this agreement designate both sexes and wherever the male gender is used it shall be considered to include male and female employees.

The employer agrees not to interfere with the right of employees to become members of this Union and





there shall be no discrimination, interference, restraint, or coercion by the employer or any employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union or for any other legal cause.

The union agrees not to interfere with the right of employees to refrain from becoming union members and there shall be no discrimination, interference, restraint, or coercion by the union or any union member or representative because of any employee's membership status, position, or legal employee activity.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

#### ARTICLE 4 MANAGEMENT RIGHTS

4.1 Except as clearly and specifically limited by this agreement, the Town retains all rights, powers, privileges, discretion, authority, and prerogatives that it had or may have acquired absent this agreement.

4.2 Without inferring limitation upon any other right, power, or authority, discretion, privilege, or prerogative exclusively retained and vested to the Town, the Town retains the right to subcontract any or all of the work of the Public Works Department by administrative or legislative policy.

#### ARTICLE 5 UNION SECURITY

5.1 Any present employee may cancel their own Union membership in accordance with this Article. Any future employee may choose to become a Union member or choose not to join the Union, and later may choose to reverse those decisions in accordance with this Article. Non-union members may pay an Agency Service Fee, in the amount the individual chooses, as a contribution towards the administration of the agreement.

Members of the Union shall remain members of the Union for the duration of this Agreement. A member may resign the Union membership only during the 30 day window prior to the expiration of this Agreement by providing a signed resignation, in writing, to the Union and the Town.

#### ARTICLE 6 DEDUCTION OF DUES

6.1 The Town agrees to deduct agency service fees or Union dues, as the case may be, on monthly basis, from the pay of employees who have given written authorization to the Town for such deductions and to transmit the amounts collected to the Treasurer of the Union as designated in writing to the Town by the Union.

In the event the employee does not have any pay for a particular period or in the event the employee does not have a sufficient sum due him/her after deductions have been made for taxes, social security, pension, health insurance premium, or other deductions required by Law, or other deductions elected by the



employee (such as but not limited to AFLAC, EyeMed) it will be the responsibility of the Union to collect the dues directly from the employee.

When an employee is not on the payroll, and is returned to said payroll, then the Town will renew its deductions so long as the authorization is valid.

The Union shall indemnify, defend, and hold the Town harmless against any and all actions, claims, demands, losses or expenses, suits, or other form of liability, including reasonable attorney fees, which may arise out of, or by reason of, action taken or not taken by the Town for the purpose of complying with any of the provisions of this Article.

Remittance of the amount of deductions will be made to the Union Treasurer within ten (10) working days after the month in which dues are deducted.

Dues and fees must be authorized by the employee to the employer on the form attached to this Agreement as Appendix F.

6.2 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction, or a deduction of another political PAC as may be set up by Local 1369, as provided for in a written authorization or as may be lawfully defined by the Union. Such authorization must be executed by the Union and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## ARTICLE 7 SENIORITY

7.1 Seniority for the purpose of job security, promotions, and filling permanent or temporary vacancies means an employee's length of continuous service in the bargaining unit since the date of last hire into a position covered by this agreement.

7.2 Seniority for the purpose of benefit levels means an employee's length of continuous service with the town.

7.3 The employer shall post a seniority list, every July and every time there is a change, on the Union bulletin boards with a copy to the Chapter Chair.

7.4 BREAKS IN CONTINUOUS SERVICE. An employee's seniority record shall be broken as applicable to Section 7.1 and 7.2 by voluntary resignation; retirement; absent without Town approval, unless employee can show proof of emergency circumstances such that the employee was unable to contact the Town within three (3) working days; fails to return to work within the prescribed time after recall; is laid off for a period in excess of six (6) months; has exhausted all of the Town benefits (sick leave, disability insurance, etc.) and is not working; fails to return to work within three (3) consecutive work days after termination of authorized leave of absence; fails to return to work within three (3) consecutive work days after termination of State or Federal Family Leave; and discharge for just cause.



## ARTICLE 8

### PROBATIONARY PERIOD – PERMANENT EMPLOYEES

8.1 Except as otherwise provided, new employees and those hired after a break in continuity shall be regarded as probationary employees for the first three hundred and sixty-five (365) calendar days of service and during such period are not entitled to the rights and protection provided in the agreement. Upon successful completion of the probationary period, the employee shall be deemed a fulltime permanent employee and his/her seniority shall date back to his/her date of hire. During the probationary period, employees receive all benefits except, sick leave, during the first six (6) months, and vacation pay during the first twelve (12) months.

## ARTICLE 9

### WORK FORCE CHANGES

9.1 PROMOTIONS. When the employer determines a vacant permanent position covered by this contract is to be filled or creates a new position, such opening shall be posted by the employer on the bulletin board indicating the job description, qualifications (skills and ability), work schedule, and rate of pay. All openings shall be posted on the bulletin board within five (5) working days of the vacancy announcement first being published in the newspaper. All interested employees shall apply in writing to the Town Manager within five (5) working days following the posting of the opening if they desire to be considered for the position.

The posted position shall be awarded with seniority the determining factor when among the employees involved the qualifications (skills and ability) to perform the work required as described in the job description are relatively equal.

The applicant awarded the position must successfully complete the trial period for up to sixty (60) days. If the applicant does not satisfactorily complete the trial period, the applicant will be returned to his/her former position, and the next qualified applicant shall be awarded the position.

#### 9.2 TEMPORARY ASSIGNMENTS:

a. Temporary Assignments – General – The Superintendent of Public Works shall have authority to make temporary assignments to work at a higher/lower classification. Employees temporarily assigned to another classification shall receive their rate of pay or the rate of pay of the classification transferred to, whichever is higher.

Employees temporarily assigned to a higher paying classification shall receive the higher rate of pay for actual hours worked.

b. Temporary Assignments – Equipment Operation – For the following pieces of equipment there shall be a list of qualified operators in the number that also follows: grader (5); excavator (5); vactor (5); backhoe (5). Current lists of qualified operators shall be listed by seniority and shall be kept posted on the Union bulletin board. Temporary equipment operator assignments shall be made from the list of qualified operators. In most instances such assignments shall be given to the most senior qualified operator on the appropriate list.

When an opening occurs on a list of qualified operators, the opening shall be posted on the Union bulletin board at least five (5) working days before the application deadline. Employees interested in the qualified operator position shall apply by giving the Superintendent of Public



Works a written note or letter. The Superintendent shall determine which of the applicants is best qualified to be on the operators list. When, in the Superintendent's judgement, two or more applicants are equally qualified, the applicant with the most seniority shall be added to the list.

For a period of sixty (60) days, individuals training on the pieces of equipment listed above shall not receive the higher rate of pay. The Superintendent of Public Works may remove an employee from the operator's list for not acquiring or retaining operating skills. Grievances for removal from the operator's list shall not go beyond Step 3.

9.3 LAYOFF AND RECALL. Whenever a reduction in the work force occurs, employees shall be laid off in reverse order of seniority starting with probationary employees. Layoff notices will be sent by certified letter or hand delivered to the employee fourteen (14) calendar days prior to the layoff. In the event of an increase in the work force following a layoff, employees will be recalled in reverse order of their layoff.

Employees shall retain the right to recall for a period of one (1) year.

In the event an employee refuses recall, 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 all rights to be recalled and shall be removed from the recall list.

## ARTICLE 10

### WAGES AND CLASSIFICATIONS

10.1 The Town shall be the determiner of the number and type of job classifications, the responsibilities of such classifications, and the number of persons in such job classifications.

The Town reserves the sole right to establish or alter job classifications and the work responsibilities of such classifications and the number and qualifications of any employees filling the positions within such classifications.

10.2 WAGE SCHEDULE. All employees covered by this agreement shall be compensated in accordance with the classification and wage schedule attached to this agreement and marked Appendix A. The attached schedule shall be considered a part of this agreement.

10.3 a. PAY PERIOD (See Holidays). The salaries and wages of employees shall be paid weekly on Friday following the work week. In the event this day is a holiday, the preceding day shall be the pay day. Employees may decide to have their pay deposited directly to their designated account(s), if the Town offers direct deposit paychecks. With each paycheck the Town will give the employees a statement of their balance of accrued and unused vacation, sick, and personal business days.

b. The Town may implement a bi-weekly pay period, if all other unions representing Barre Town employees agree. No less than ninety (90) days before implementation a Labor-Management Committee shall meet to work on questions, problems, concerns that a bi-weekly pay period may generate. The L-M Committee may hold additional meetings and may meet after implementation, if needed. The L-M Committee shall have three (3) members representing management and three (3) members appointed by the Union. 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 pay check. The terms and conditions in 10.3a above shall apply to a bi-weekly pay period.

10.4 The Town and Union agree to meet and negotiate the wage schedule of any new job classification it may create pursuant to Section 10.1, above.

10.5 In the case of an employee who dies, a payroll check, payable to the employee, for payment of wages, and accrued vacation and floating holiday time, shall be mailed to the employee's last known address.

10.6 It is the responsibility of the Town to provide employees with accurate pay checks which reflect the wages that are owed to them through the work they perform and as is defined in this Agreement. The Town will call for a meeting with Union officers two weeks after start-up of any new payroll program or service. A meeting with Union officers also will be held two weeks after the winter night crew begins in 2019.

## ARTICLE 11 HOURS OF WORK

11.1 The work week shall convene at 12:01 A.M. Monday morning and continue through 12:00 midnight the following Sunday night. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The regular hours of work shall be consecutive except for interruption for the lunch period.

The normal work day shall be eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at 7:00 A.M. and ending at 3:30 P.M.

11.2 Eight (8) consecutive hours of work shall constitute a work shift.

11.3 The employer reserves the right to establish a second and/or third shift. If a second and/or third shift is instituted, the time for the meal and rest period shall be negotiated.

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times.

Any shift commencing between noon and six p.m. (6 P.M.) shall entitle the working employee to a \$ .60/hr. differential in pay. Any shift commencing between 6 P.M. and 3 A.M. shall entitle the employee to a \$ .65/hr. differential.

Nothing in this agreement shall limit the Town's right to alter the normal work day and/or work week provided however that such change not take place without three (3) days advance notice to the employees and that such change shall result in an employee being scheduled to work on a regular work shift having regular starting and quitting times.

11.3a Any conditions regarding work week and work shift in 11.1, 11.2, or 11.3 notwithstanding, the Town may decide to adjust the work week or work shift as follows:

i. The work schedule for employees slated to work the two (2) bulk trash collections can be adjusted for that week (Monday – Sunday). The adjusted schedule shall be five (5)



consecutive eight (8) hour days, unless management and the employee mutually agree to an alternative schedule.

ii. Two (2) occurrences per year between April 1 and October 31, the Town may alter the normal work day and/or work week for the entire department or selected employees.

11.4 WORK SCHEDULE. Work schedule showing the employee's shifts, work days, and hours shall be posted on all department bulletin boards at all times.

## ARTICLE 12 REST PERIODS

12.1 All employees' work schedules shall provide for a fifteen (15) minutes rest period during each shift normally between 9:00-9:30 A.M.

Additionally, during snow removal operations or other emergency situations where an employee is asked to work four (4) hours prior to his/her regularly scheduled shift, the employee is entitled to and shall receive a sixty (60) minute unpaid rest period to be taken between the hours of 6:00-9:00 A.M. at the discretion of the Foreperson. The purpose of this time is for a break to eat breakfast. This time shall be taken by all employees entitled to the time and the time shall be punched out for this rest period and punched in at the end of the rest period when work is commenced.

## ARTICLE 13 MEAL PERIODS

13.1 All employees shall be granted a lunch period each work shift. Work permitting, the normal lunch period shall be scheduled for one-half (1/2) hour between 12:00-12:30 P.M.

## ARTICLE 14 CLEAN-UP TIME

14.1 Employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Insofar as possible, work schedules shall be arranged so employees may take advantage of this provision.

## ARTICLE 15 REPORTING TIME

15.1 a. Any employee who reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work shall be paid for two (2) hours at the rate of which he/she would be entitled for his/her shift.

b. Any employee who reports for and starts work as scheduled and is excused from duty before completing two (2) hours work, the employee shall be paid for two (2) hours work at the rate of which he/she would be entitled for his/her shift.



c. All employees shall punch their own cards on the time clock when reporting for and leaving work.

## ARTICLE 16 CALL TIME

16.1 Any employee called to work outside his/her regularly scheduled shift shall be paid a minimum of two (2) hours, straight or overtime pay, whichever is applicable.

16.2 All employees called in to work outside their regularly scheduled shift shall arrive at the garage ready for work a maximum of one and one-quarter (1 ¼) hr. after they have been called out to work, except in case of emergency.

16.3 When the Superintendent of Public Works (or designee) believes there is an emergency that must be dealt with as soon as possible, the Superintendent of Public Works (or designee) may, in lieu of the usual call-in system, call in employees with known short response times. If the Superintendent of Public Works (or designee) utilizes this provision for emergency response, they shall attempt to equalize opportunities for call-in overtime for all employees.

## ARTICLE 17 OVERTIME

17.1 Except for optional compensatory time described in 17.2, employees will be paid overtime at the rate of time and one-half (1/2) for all hours over eight (8) hours per day, or forty (40) hours per week. For purposes of pay, overtime work shall be rounded to the nearest one-tenth (1/10) hour worked. Vacation leave, holidays, and approved sick leave shall count as time worked for purposes of overtime computation.

17.2 **OPTIONAL COMPENSATORY TIME.** For overtime worked during a winter season (November 1 to March 31), employees may choose to take compensatory time off during the period April 1 to September 30 following the winter season. The compensatory time shall be one and one-half times the number of overtime hours with a maximum number of 50 compensatory hours or 33.34 overtime hours. Employees must note on their weekly payroll sheet that they want compensatory time instead of overtime pay.

17.3 **DISTRIBUTION.** The Town's need for, and right to, require reasonable amounts of overtime are recognized. When practicable, overtime will be requested on a voluntary basis; however, when sufficient qualified employees do not volunteer to perform the necessary work, the Town has the right to require such overtime. It is understood and agreed that an employee may refuse an assignment on occasion for good and sufficient reasons satisfactory to the Town. If an employee fails to report when he/she has agreed to work overtime or refuses an assignment without a satisfactory reason, he/she shall be subject to disciplinary action as deemed necessary by the Town.

A record of the overtime hours worked by each employee shall be posted on the department bulletin board semi-annually.



## ARTICLE 18 HOLIDAYS

18.1 The following days shall be recognized and observed as paid holiday: ~~employed before October 1, 2015:~~

- |                           |                          |
|---------------------------|--------------------------|
| 1. New Year's Day         | January 1st              |
| 2. Memorial Day           | Last Monday in May       |
| 3. Independence Day       | July 4th                 |
| 4. Labor Day              | 1st Monday in September  |
| 5. Columbus Day           | 2nd Monday in October    |
| 6. Veteran's Day          | November 11              |
| 7. Thanksgiving Day       | 4th Thursday in November |
| 8. Day after Thanksgiving |                          |
| 9. Christmas Day          | December 25th            |
| 10. Floater               | At employee's option     |
| 11. Floater               | At employee's option     |
| 12. Floater               | At employee's option     |
| 13. Floater               | At employee's option     |

~~Employees hired October 1, 2015 or later shall have two (2) Floater holidays.~~

18.1a Whenever any of the named holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the named holidays listed above falls on a Sunday, the succeeding Monday shall be observed as the holiday unless otherwise designated by the Town Manager. Employees not actively performing duties shall not receive any holiday benefit.

18.1b ELIGIBILITY REQUIREMENTS. Employees shall be eligible for holiday pay under the following conditions:

- a) The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, or sick leave, approved by the Town, and
- b) The employee worked his/her last scheduled work day prior to and following the holiday unless the employee is on a day off, vacation, sick leave or excused by the employer.

If a holiday is observed on an employee's scheduled day off during his/her vacation, he/she shall be paid a day's wages (at straight time) for the unworked holiday, or shall receive a compensatory day off, at the employee's option. The option requested by the employee shall be given in writing to the employee's Foreperson prior to leaving on vacation.

18.2a Eligible employees desiring to exercise the floater holiday shall notify the employer three (3) working days prior to the start of the requested floater holiday, and the Town shall honor the employee's requested floater holiday insofar as possible. Seniority will enter in the event of any conflict between the employees over this floater holiday scheduling where operating requirements permit. Floater holidays must be utilized during each contract year. If not taken, the employee will be paid for the day in the last paycheck of the contract year.





Except for new hires as specified below, ~~the 4 or 2, as the case may be,~~ floater holidays will be granted on July 1 of each contract year.

18.2b For eligible new hires, the number of floater holidays will be pro-rated. If hired from July 1 to September 30, inclusive, the new hire will be granted four (4) floater holidays to be used in accordance with the provision in this contract Article. If hired October 1 to December 31, inclusive, the new hire will be granted three (3) floater holidays.

If hired from Jan 1 to March 31, inclusive, the new hire will be granted two (2) floater holidays to be used in accordance with the provision in this contract Article. If hired after April 1, the new hire will have one (1) floater holiday.

18.2c Any employee terminated or resigning during the first six (6) months of employment will not be entitled to be paid for any unused floater holidays. Any employee terminated or resigning with less than one (1) year, but more than six (6) months continuous employment will be entitled to be paid for a maximum of one floater holiday not used during the contract year.

18.3 HOLIDAY PAY AND WORK. Eligible employees shall receive eight (8) hours pay at his/her regular straight time hourly rate for each such holiday. In addition, an employee who works on any of the holidays listed above, except Thanksgiving Day, Christmas Day (December 25) and New Year's Day (January 1), shall be paid at one and one-half (1 ½) his/her regular hourly rate for those hours actually worked. An employee who works on Thanksgiving Day, Christmas Day (December 25) and/or New Year's Day (January 1) shall be paid at two (2) times his/her regular hourly rate for those hours actually worked; in addition to his or her holiday pay.

## ARTICLE 19 VACATIONS

19.1 Vacation leave for all persons employed in the bargaining unit as of February 4, 2014 shall be granted as follows:

After 1 year	-	2 weeks
After 6 years	-	3 weeks
After 13 years	-	4 weeks
After 20 years	-	5 weeks

Vacation leave for all persons employed in the bargaining unit after February 4, 2014 shall be granted as follows:

After 1 year	-	2 weeks
After 6 years	-	3 weeks
After 13 years	-	4 weeks

19.2 VACATION PAY. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

Upon request submitted to the Superintendent of Public Works two (2) weeks prior to the employee taking vacation, pay for the vacation period shall be received on the payday immediately preceding the employee's vacation period.



The vacation eligibility shall be credited and become available on each employee's anniversary date of employment. The Town will honor the employee's request for scheduling of vacations insofar as possible. Seniority will enter in the event of any conflict between the employees over vacation scheduling where operating requirement permit.

New hires with prior municipal public works or road experience may be granted (at management's discretion) vacation time that could be used after at least six (6) months work with Barre Town. New hires with more than two (2) years and up to five (5) years prior experience may be granted one week of vacation time. New hires with five (5) or more years prior experience may be granted two (2) weeks of vacation time.

19.3 VACATION RIGHTS 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 at the time of separation. In the event that any of the previously described separations occur prior to the employee's anniversary date for that calendar year, the employee's vacation will be paid out on a pro-rated basis for that calendar year.

In the case of an employee who dies, vacation allowance will be treated as wages owed the employee. See Section 10.5 of this Agreement.

19.4 ELIGIBILITY REQUIREMENTS. In order to be eligible to take vacation days earned under Article 19, an employee as of his/her anniversary date of employment must have been continuously employed by the Town at least one (1) year and must have worked or been paid for at least 1600 hours during the preceding year of employment.

19.5 CHOICE OF VACATION PERIOD. Vacation time will be credited to the employee's account once a year on their anniversary date in one lump sum. See 19.3. Written requests for vacations taken in June, July and August must be submitted to the Superintendent of Public Works by May 1st of each year.

Written requests for vacations for other periods of the year must be submitted to the Superintendent of Public Works three (3) weeks in advance of taking vacation. Vacation time must be taken within twenty-four-months (24) of the employee's anniversary date. Any vacation time not used after the 12-month period will be paid to the employee the week following their anniversary date. Vacation time must be taken no less than one (1) week at a time, with the exception of five (5) days which may be taken one day or more at a time.

During the period from November 15th to April 15th, the vacation week period must correspond to a week of Friday at 3:30 P.M. to the following Friday at 3:30 P.M. because of the operating needs of the department.

## ARTICLE 20 PERSONAL AND FAMILY LEAVE

20.1 Each permanent employee shall be eligible for one (1) working day off without pay and when actively performing duties one (1) working day off with pay each year after one year of employment, for personal business of a compelling nature which cannot be conducted during non-working hours. The paid personal day must be paid within the contract year. The said two (2) days cannot be on consecutive days



nor shall an employee take off less than one-half (1/2) day at a time without the employer's permission for other than emergency situations. Any employee desiring to exercise a personal day off shall notify the employer no later than ten (10) hours prior to the start of the requested personal day. Failure to abide by the foregoing shall constitute a basis for discipline. However, the employee will be excused as soon as possible upon notification of an emergency situation exists and his/her immediate supervisor is notified.

In emergency cases, more than two (2) days without pay may be recommended by the Superintendent of Public Works to the Town Manager for personal business of a compelling nature which cannot be conducted during non-working hours.

20.2 Eligible employees shall be granted family leave, if qualified under State and/or Federal Family Leave Act. See Appendix H.

20.3 WELLNESS VISITS. Employees actively performing duties shall be allowed up to sixteen (16) hours per contract year for non-emergency, scheduled doctor and dental visits for themselves, their dependent children, and incapacitated spouses. There shall not be any accumulation of unused hours. Employees must submit an appointment card or receipt when requested by the Superintendent of Public Works. For eligible new hires the sixteen (16) hours of wellness time shall be pro-rated based on their hire date. If hired July 1 through December 31, inclusive, the new employee shall be allowed to use sixteen (16) hours during the remainder of the contract year. If hired January 1 through March 31, inclusive, the new employee shall be allowed to use eight (8) hours during the remainder of the contract year.

## ARTICLE 21

### BEREAVEMENT PAY

21.1 An employee who is actively performing his/her duties is entitled to up to four (4) working days with pay as needed in the event an employee suffers the death of his/her mother, father, spouse, domestic partner, child, resident child of the household, brother, sister, stepmother, stepfather, stepson, or stepdaughter and provided further that the funeral and/or arrangements must take place during an employee's scheduled workday. In addition to the foregoing, an employee shall be granted one (1) day for attending the funeral of an employee's father-in-law, mother-in-law, grandparents of the employee or employee's spouse, sister-in-law, brother-in-law, aunt or uncle provided the funeral occurs on the employee's scheduled work day. For the purpose of this article, an aunt or uncle shall be defined as the sibling of an employee's parent.

21.2 If an employee needs more bereavement time other than what is stated in this agreement (if he/she feels he/she cannot perform his/her job properly and he/she has a doctor's certificate), the Town may grant the employee the use of up to a maximum of two weeks accrued sick leave for this purpose.

## ARTICLE 22

### SICK LEAVE AND INSURANCE BENEFITS

22.1 Except as otherwise provided, the Town of Barre will provide the following insurance and benefits as provided by its existing plans. See Appendix D for policy details.



a) Group Life Insurance –The life insurance benefit is two times annual earnings to a maximum of \$50,000.

b) Group Accidental Death and Dismemberment Insurance –The Principal Sum, equal to the life insurance benefit will be paid in addition to such life insurance benefits, for accidental loss of life, or loss of two limbs, sight of both eyes, or one limb and the sight of one eye. Loss must occur within 90 days of the accident.<sup>22</sup>

c) Group Accident and Sickness Insurance – A weekly benefit of 70% of ~~your~~ basic weekly earnings to a maximum of \$700.00. Weekly benefits will begin on the 31<sup>st</sup> day of disability and will continue, for 48 weeks.

22.2 a) Sick Leave – Employees shall earn sick leave at the rate of one work day for each month actively performing duties.

Accumulation of sick leave credit will commence on the date of employment but will not be available for use until six months of continuous service have been completed. The sick leave benefit will be equal to a full day's base pay and will be payable for as many days as the employee has accumulated in sick leave.

Sick leave may be used for reasons other an employee's own illness to care for certain family members in accordance with 21 V.S.A. §§ 481-486, and Earned Sick Time Administrative Rules (refer to "Vermont's Earned Sick Time Act" poster on the Union bulletin board). An employee who uses more than five (5) days sick leave in any calendar year or exhibits a pattern of being chronically ill or absent at certain times will be interviewed by the Town Manager to determine the reasons for this use. Employees unable to report to work because of sickness shall notify their immediate supervisor no later than fifteen (15) minutes before the shift begins, except in case of emergency, or the time will be charged as unpaid leave. In the absence of the immediate supervisor a responsible party at the work location should be notified. Accrued sick leave shall not be payable to any employee upon voluntary or involuntary separation from employment with the Town of Barre. The granting of sick leave with pay shall be allowed in the cases of actual sickness, hospitalization, or disability of the employee when not qualified under the State of Vermont Worker's Compensation laws. A doctor's certificate may be required after three (3) consecutive days sick leave or a pattern indicating abuse of the sick leave benefit.

Sick leave with pay shall not be given whenever an employee is eligible to receive Accident and Sickness Insurance under Section 22(c), above, for the pay period when said sick leave would otherwise be paid.

22.2 b) Non-Use of Sick Leave Bonus - Employees that use no sick leave during a six (6) month (26 week) period shall be paid a \$150.00 bonus on the next pay day. To qualify for this bonus an employee must have actually worked 110 days during the 6 month (26 week) period. Holidays shall count as days actually worked.

22.3 Dental Insurance - The Town will furnish its full-time permanent employees with dental insurance. Coverage shall consist of Delta Dental Insurance, Program 3 or a comparable program. Dependent and family coverage may be purchased by employees at their own expense. (See chart, Appendix D).





ARTICLE 23  
INJURY IN THE COURSE OF DUTY

23.1 When an employee of the Public Works Department is unable to work due to a compensable work related injury they may be eligible for such Worker's Compensation benefits as provided by the laws of the State of Vermont. Time lost before Worker's Compensation insurance benefits begin shall be paid by the Town but shall not be charged against the employee's sick leave benefit.

ARTICLE 24  
MILITARY SERVICE

24.1 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 a 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.

24.2 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 into active service under the supervision of the United States shall be granted an unpaid leave of absence for the period of service.

A. When an employee reports for active duty service as stated in this paragraph (24.2), the Town is responsible for the following:

- (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);
- (2) To provide or extend the same benefits as employees who have been furloughed (laid off) or to employees on non-military leave (jury leave, educational leave, etc.);
- (3) To provide the following health care benefits while employee is performing active military service –
  - (i) If period of service is less than 31 days, the Town will charge the employee only the employee share of the cost of the coverage;
  - (ii) If the period of service is 31 days or more, the Town is permitted but not required to charge the employee up to 102% of the entire premium, including the part that the employer normally pays in the case of active employees.
- (4) For immediate and prompt reinstatement of employee benefits upon arrival from active duty;
- (5) For reinstating the employees health plan coverage, including family members without exclusion of “pre-existing conditions”;
- (6) Treating the returning employee for seniority purposes, as if he or she had been continuously employed.



B. The employee is responsible for the following:

- (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.
- (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 31 days, the employee is required to report for work "no later than the beginning of the first regularly scheduled work period on the first calendar day following the completion of service and the expiration of eight 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 31-180 days, the employee is required to submit an application for reemployment within 14 days after the end of the period of service.
  - (iii) If the period of service is 181 days or more, the individual must submit the application for reemployment within 90 days.

## ARTICLE 25 JURY DUTY

25.1 Employees shall be granted a leave of absence with pay any time 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.

Any employee excused from Jury Duty by noon of any day will report for work for the afternoon portion of the work shift.

## ARTICLE 26 HEALTH INSURANCE

26.1 Effective July 1, 2022 and continuing until June 30, 2024, except if changed through the procedure described in 26.3, the Town agrees to furnish employees with the Vermont Health Connect (the Exchange) Platinum Standard Co-payment plan through BC-BS.

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

<u>Level of Coverage</u>	<u>Amount (total of 4 charges listed above)</u>
Single	\$300
2-person	\$450
Parent +child/ren	\$450
Family	\$600



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

26.3. During the life of this Agreement the parties agree to explore, in good faith, alternatives to the current health insurance plan with no obligation of the need for agreement.

The Town may substitute a health insurance plan that is equivalent or better than what is mentioned in 26.1 with no increase in "out of pocket" or "deductible" expenses. Each year percentage (%) of premium is based on actual premiums paid to the plan. The Town will provide the Union coverage information on the proposed "new" plan so that the Union can evaluate whether the "new" plan is equal or better than the Standard Co-payment plan from BC-BS Vermont Health Connect Platinum.

If the Union determines that the proposed plan is not equal or better than the Health Connect Platinum plan from BC-BS, then the parties will submit the dispute to arbitration before the "new" plan is implemented.

The decision of the Arbitrator will be binding on the parties.

If a dispute as to whether the plan is equal to or better arises after it is implemented, the dispute shall be addressed through the Grievance and Arbitration clause of the Collective Bargaining Agreement.

26.4 The Town of Barre agrees to make a lump sum cash payment, in lieu of the health insurance benefit to any eligible employee who elects no health insurance coverage.

The amount to be paid per calendar year shall be:

For an employee eligible only or single person coverage.....\$1,500

For an employee eligible for 2-person (employee plus spouse) or employee plus child or children coverage.....\$2,000

For an employee eligible for family coverage.....\$2,500

The lump sum cash payment in lieu of health insurance shall be paid at the end of the calendar year. The payment in lieu of health insurance shall be pro-rated if employment is terminated during the year or if the employee decides to enroll in the health insurance coverage. No employee may elect this option unless he/she shall first certify to the Town Manager that he/she has other health insurance coverage. Election of this payment in lieu of premium benefits shall not restrict or limit any of the employee's rights to privileges the employee may have for conversion of other health insurances to the Town-supported B.C./B.S. program under COBRA, B.C/B.S. rules, or on the anniversary date of the B.C/B.S. policy (January 1).

26.5 Employee's Share Of Premium - The employees' share of the premium cost for their health insurance coverage shall be:

Contract year 2022-2023.....12%



Contract year 2023-2024.....12%

26.6 Retiree Medical Coverage - Employees who retire at the normal retirement age (age 62 years and at least 20 years employment service with the Town) or who reach 55 years of age and 30 years of employment service with the Town shall, upon retirement, be eligible to continue health insurance coverage. In the event the retiree elects single person coverage, the Town shall pay 60% of the premium and the retiree shall pay 40%. If the retiree elects either 2-person or family coverage, the retiree will be responsible for 100% of the elected coverage, less the Town's share which is equal to 60% of the single person premium. Retiree's share of the monthly premium shall be paid to the Town by the 15 day of the preceding month, i.e. retiree's share of November's premium is paid to the Town by October 15.

Retiree's eligibility for coverage through the Town's health insurance policy shall terminate when the retiree is eligible for Medicare or other health insurance or non-payment of monthly premium.

## ARTICLE 27 WORK RULES

27.1 The employer may adopt reasonable rules and regulations or amend existing rules pertaining to operations and conduct of its employees, providing such rules do not abridge the terms of this contract.

27.2 REVISING. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive work days before becoming effective.

27.3 INFORMING EMPLOYEES. The employer further agrees to furnish each employee in the bargaining unit with a copy of all existing and new work rules. New employees shall be provided with a copy of the rules at the time of hire.

27.4 ENFORCING. Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement, providing the rules are uniformly applied and enforced.

Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## ARTICLE 28 SAFETY, HEALTH & WELFARE

28.1 The Town of Barre, in order to have a safe place to work, agrees to comply with all laws applicable to its operations concerning the safety of the employees covered by this agreement. All such employees shall comply with all safety rules and regulations. The Town also provides all safety clothing and devices required by law. It shall be grounds for disciplinary action should any employee fail to utilize any safety equipment provided by the Town.

28.2 The Town will pay the full cost and cleaning of a standard uniform. Mechanics shall be provided eleven (11) sets (shirts and pants) of uniforms and one new pair of coveralls, or a mechanic may choose a Class 3 coat with liner in lieu of coveralls, every three (3) years. (Coveralls to be provided in the Fall of 2024.) Mechanics also will be provided one summer and





one winter jacket. Employees other than mechanics shall be provided seven (7) sets (shirts and pants) of uniforms, two jackets (one summer and one winter) and one (1) Class 3 coat with liner every three (3) years. (Class 3 coats to be provided in the Fall of 2024.) New employees will be provided the appropriate number of uniforms for their position and a pair of coveralls or Class 3 coat with liner, as appropriate for their position.

28.3 Each contract year (July – June) the town will reimburse each employee for the purchase of work boots/shoes as shown below.

Contract year 2022-2023.....up to \$180 (Those employees who submitted for reimbursement before this contract was signed and received the \$160 maximum shall be reimbursed up to \$180.)

Contract year 2023-2024.....up to \$200

During the months July – December employees will provide the Town with receipts for the purchase of work boots and/or shoes, and the reimbursement will be payable within fourteen (14) days.

28.4 The Town shall pay up to \$100.00 per year, upon presentation of a doctor's receipt and prescription, for prescription safety eyewear. The prescription safety eyewear benefit is not an automatic annual benefit.

28.5 The Town will supply each employee with three (3) pairs of work gloves every contract year. A mechanic may choose to receive three (3) pairs of mechanics gloves instead of work gloves. The Town will select the mechanics gloves, if a mechanic opts to receive mechanic gloves.

#### ARTICLE 29 CARE OF EQUIPMENT

29.1 It shall be the responsibility of any employee having custody of any Town equipment or property to see that it is properly cared for, kept clean, and returned to its place of storage. As soon as any employee discovers an unsafe condition or that a repair is necessary, he/she shall report such condition to his/her immediate supervisor and a report shall be made to the Foreperson if repairs are necessary. Also it will be the responsibility of the employee to fill out any checksheet required by the Town in regards to his/her piece of equipment prior to operation each day unless the Foreperson specifically waives this requirement by signing the employee's checksheet.

#### ARTICLE 30 UNION BULLETIN BOARDS

30.1 The employer agrees to furnish and maintain a 4' X 4' bulletin board located by the time clock to be used by the Union.



30.2 The Union shall limit its posting of notices and bulletins to such bulletin board. Only union members shall post information on the union bulletin board, however no offensive or harassing material may be posted on the bulletin board. The board shall be used only for official union business and be presented on union letterhead (or logo), or for union related material provided by the Town.

### ARTICLE 31 DISCIPLINE AND DISCHARGE

31.1 Disciplinary action or measures shall include only the following:

- Oral Reprimand
- Written Reprimand
- Suspension With Pay
- Suspension Without Pay (up to 2 weeks)
- Discharge

The Town of Barre believes in a system of progressive discipline which will normally follow the disciplinary steps in the order indicated above. However, the order of disciplinary actions taken shall be appropriate to seriousness of the offense or infraction. More severe disciplinary measures are not necessarily preceded by less severe disciplinary measures in every instance.

If the employer has reason to reprimand an employee, it shall be done in private so as not to embarrass the employee before other employees or the public.

It is agreed that nothing herein in any way prohibits the Town from disciplining or discharging for just cause an employee regardless of his/her seniority when in the Town's determination such action is necessary because of an employee failing to fulfill his/her responsibilities as an employee. Grounds for discharge shall include, but not be limited to fighting on the job, drunkenness on the job, drinking alcohol on the job, use of substances resulting in an altered state of consciousness or diminished capacity, theft, and conviction of a crime constituting a felony under Vermont law. Post-probationary employees may grieve any disciplinary action pursuant to the grievance and arbitration article of this agreement except conviction of a felony.

31.2

- A. The Employer shall not suspend or discharge an employee who has successfully completed his/her original probation period without just cause.
- B. The Employer may place an employee on administrative leave with pay for the purpose of investigating allegations of impropriety or misconduct. This is not a disciplinary action and is not subject to the grievance procedure.
- C. If the Employer determines that there may be just cause to suspend or discharge an employee the Employer shall provide the employee and the Union Steward with written notice of the action contemplated and will give the employee an opportunity to meet with the Town Manager. The purpose of such meeting is to give the employee the



opportunity to review the charges and to provide the Town Manager with facts or arguments as to why suspension or discharge would not be appropriate. The employee has the right to representation by the union at any such meeting. The Town Manager may relieve the employee of his/her duties and place the employee on paid administrative leave until such time as a final decision is made. An employee will be provided with written notice of the reasons for the suspension or discharge.

- D. When an employee is called to a meeting with a representative of the employer, the purpose of which is to impose discipline or to determine whether discipline should be imposed, the employee will be informed of his/her right to Union representation.

## ARTICLE 32 RECORDS

32.1 The employment records of any employee shall be made available upon request by the representative of the Union, with the consent of the involved employee, to be utilized in the connection with the enforcement or carrying out of the terms and provisions of this agreement, subject to any such request being in writing and signed by the involved employee. It is understood the aforementioned records will not be removed from the area where they are generally maintained, and shall be used by the Union under the supervision of the employee of the Town of Barre who is regularly employed in the office in which the records are kept.

32.2 ADVERSE MATERIAL. No adverse material shall be placed in an employee's personnel file without employee's knowledge. Any adverse material appropriately placed in an employee's personnel file shall be removed per the following table provided there are no new (additional) disciplinary actions 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. The provision for removal of adverse material shall also apply to adverse material placed in an employee's files before June 30, 1997.

Disciplinary Action	Waiting Period Before Removal
Record of Verbal Warning .....	1 year
Written Reprimand.....	2 years
Suspension Less Than 5 Days.....	5 years
Suspension 5 Days Or More .....	7 years

## ARTICLE 33 GRIEVANCE AND ARBITRATION PROCEDURE

33.1 The name of the employees selected as steward, secretary and chapter chairperson shall be certified in writing to the employer within two working days after their designation and/or change by the local Union and the individuals so certified shall constitute the Union Grievance Committee. With the approval of the Town Manager, or Manager's designee, the grievance committee members may be granted time off during working hours to investigate and process grievances.



33.2 GRIEVANCE PROCEDURE. Any grievance or dispute which may arise between the parties limited to the application, meaning or interpretation of this agreement shall be reported in writing to the Superintendent within five (5) working days of its occurrence and shall be settled in the following manner:

STEP 1. The employee or employees concerned and/or their steward shall endeavor to adjust the matter with the Superintendent within five (5) working days from the date of notice to the Superintendent.

STEP 2. If the grievant(s) or Union is not satisfied with the determination of the Superintendent of Public Works, the grievant(s) may present the matter in writing to the Town Manager within five (5) working days from the date of receipt of the decision of the Superintendent of Public Works. The Town Manager and the grievant(s) or the Union shall meet and endeavor to adjust the matter within six (6) working days from the receipt of such presentation to the Town Manager. Within said six (6) days, the Town Manager shall make his/her determination of appropriate adjustments, if any. Said findings shall be presented in writing to the grievant(s) and Union.

STEP 3. If the grievant(s) or the Union is not satisfied with the determination of the Town Manager, the grievant(s) may present the matter, in writing, to the Selectboard, in care of the Town Clerk within five (5) working days from the receipt of the Town Manager's decision. The Selectboard shall endeavor to adjust the dispute within sixteen (16) working days. Within said sixteen (16) days, the Selectboard shall issue its findings and final determination, in writing, to the grievant(s) and Union.

STEP 4. If the grievance is still unsettled, either party may, within fifteen (15) working days from the date of receipt of the Selectboard's final determination, challenge the determination and within said fifteen (15) days 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 Federal Mediation and Conciliation Service. The arbitration proceedings shall be conducted by an arbitrator from the Federal Mediation and Conciliation Service and pursuant to its rules and regulations. The parties hereto shall share equally the arbitrator's costs, if any.

It is agreed that the decision of the arbitrator shall be final and binding upon the parties.

33.3 Unless extended by mutual agreement in writing, the failure to observe the time limits as herein shall constitute abandonment of the grievance and settlement on the basis of the last Town answer.

In the event that any party should be unable to receive a written notification or answer because of illness, bereavement or work assignment, required notice time limits shall be extended to begin upon such person's return to available status or seven (7) days, whichever is less.

#### ARTICLE 34 RETIREMENT BENEFITS

34.1 The Town of Barre will provide the retirement benefits as provided by its existing plan: Vermont Municipal Employees Retirement System, Plan B. The Town reserves to right to consider and select other retirement plans to replace the existing plan provided they offer equal or better coverage.





ARTICLE 35  
LONGEVITY BONUS

35.1 Effective the first payroll after ratification of this Agreement, an hourly longevity bonus of 2¢ per completed year of work with the Town shall be added to the employee's base pay rate.

35.2 Longevity bonus hourly rate shall be added onto the hourly wage rates in Appendix A.

For purposes of this article, a week worked shall exclude time not worked due to layoff, compensable injuries under Worker's Compensation, and disciplinary actions.

ARTICLE 36  
125 PLAN

36.1 The Town shall adopt a 125 plan that the employees may participate in by authorizing certain pre-tax payments. Town to supply plan information.

ARTICLE 37  
TOOL INSURANCE

37.1 The Town will provide tool insurance for mechanics required to furnish their own tools as condition of employment. The insurance coverage will be for the actual cash value of required inventoried tools. The Town reserves the right to establish rules and regulations concerning tools insured by the Town.

ARTICLE 38  
VISITS BY UNION REPRESENTATIVES

38.1 The employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether district council representative or international representatives, shall have access to the premises of the employer at reasonable times and reasonable places to see that terms of the agreement are being followed, provided such visits are not abused, do not interfere with the duties being carried on by the employees, and provided further that the Town Manager or his/her designee is advised reasonably in advance of any such visit.

ARTICLE 39  
NO STRIKE, NO LOCKOUT

39.1 The Town and the Union subscribe to the principle that differences shall be resolved peacefully and by appropriate means without interruption of work. The Union agrees, therefore, that there shall be no strikes, work stoppages or other concerted refusals to perform work by the employees covered by this agreement.

39.2 The Town agrees that during the term of the agreement it will not lock out any of the employees covered by this agreement.

39.3 Any disciplinary measures taken by the Town against employees who violate this Article shall not



be reviewable through the grievance procedures, except on the basis that the employee did not in fact violate the Article.

39.4 In the event of any violation of paragraph 1 of this Article, there shall be no financial liability on the part of the Signatory International Union, local and/or officers thereof, if such parties promptly after notice of the beginning of such action shall: (1) publicly and privately declare such action to be a violation of this agreement and promptly order their members to return to work and (2) take other prompt and vigorous steps to end the strike, work stoppage or other concerted effort to perform work by the employees.

39.5 Employees shall not be required to act as strike breakers or to go through picket lines except during emergencies.

#### ARTICLE 40 PAYROLL DEDUCTIONS

40.1 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.

#### ARTICLE 41 SAVINGS CLAUSE

41.1 Should any article, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decisions; upon the issuance of such decisions the parties agree immediately to negotiate a substitute for the invalidated articles, section, or portion thereof.

#### ARTICLE 42 INCLUSION OF THIS AGREEMENT

42.1 The parties agree that this agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term thereof and settles all demands and issues on all matters subject to collective bargaining including any demands made by the Union or the Town during negotiations.

#### ARTICLE 43 COMMERCIAL DRIVER'S LICENSE

43.1 Town will allow an employee a maximum of two (2) hours with pay during working hours to obtain a commercial driver's license renewal.



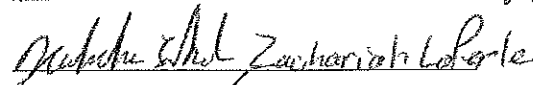
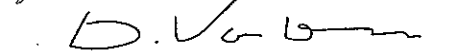


ARTICLE 44  
TERM


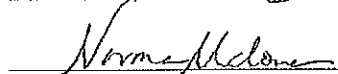

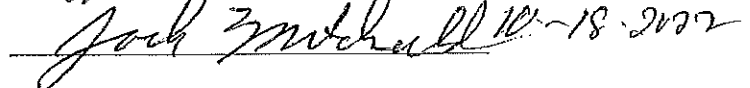
44.1 This agreement shall be effective July 1, 2022. This agreement will continue in full force and effect until June 30, 2024, and from year to year thereafter unless either party gives notice to the other that it desires to modify this agreement by January First of the last year of the agreement or by January First of any extended year of the agreement.

44.2 This agreement shall automatically extend until altered, amended or terminated by mutual agreement of the parties, in writing. Should negotiations continue beyond June 30 of said year, all items negotiated and ratified shall become retro-active to July 1 of that year unless a different date is agreed to by the parties.

FOR THE UNION

 Michael Melivier  
 Edward Lator  
 Zachariah Lefort  
 D. Van

FOR THE TOWN

 Paul  
 Norm  
 Jack  
 Jack Mitchell 10-18-2022



APPENDIX A  
WAGES

Effective July 1 of each new contract year, there shall be across the board hourly wage rate increases as listed below:

July 1, 2022.....6.25%

July 1, 2023.....4.0%

CLASSIFICATION	7/1/22	7/1/23
Lead Water Operator	29.23	30.40
Water System Operator*	28.32	29.45
Mechanic A	28.00	29.12
Mechanic B	27.50	28.60
Heavy Equip. Operator	27.86	28.97
Sewer and Water	27.06	28.14
Light Equip. Operator A	26.86	27.93
Public Works Person	26.86	27.93
Custodial/Handy Person/Mechanic	26.86	27.93
Sewer & Water Ut. Ass't.	26.86	27.93
Mechanic Helper	23.64	24.59
Laborer A	23.12	24.04
Laborer B	20.50	21.32

Upon the Union signing this contract the employees covered by the contract shall receive an one-time bonus paid in a separate check, equal to 1.75% of the employee's base annual pay (2080 hours x base hourly pay rate) as of June 30, 2022. Between July 1, 2023 and July 15, 2023 the employees covered by this contract shall receive an one-time bonus, paid in a separate check, equal to 2% of the employee's base annual pay as of June 30, 2023.

An employee appointed to serve temporarily as Department Leader shall receive an additional \$3.00 an hour above that individual's regular rate for all time spent in that assignment.

The hourly rate for the Heavy Equipment Operator classification shall be \$1.00 an hour higher than the hourly rate for the Public Works Person classification during year one of this contract and will change in years-two per the increase in wages. The Parties agree that this provision to increase the premium pay for a person working as Heavy Equipment Operator shall be implemented following ratification of this Agreement.

\* A qualified town union member filling in for the W.S. Operator shall be paid an hourly rate equal to the Sewer & Water rate plus one-half the difference between the W.S. Operator's rate and the Sewer and Water Person's rate. An employee currently licensed as a Class 4 water system operator and assigned to the Water System Operator position shall be paid the Water System Operator rate for all regular hours worked while filling in for the Water System Operator.

New Employees:

Starting Rate - \$3.00/hour less than full time rate

After twelve (12) months - \$2.00/hour less than full rate

After twenty-four (24) months - \$.1.00 per hour less than full rate

After thirty-six (36) months – full rate





A new employee with prior public works or road department experience may be given credit for prior experience and begin work at a pay rate higher than the starting rate.

APPENDIX B  
ACKNOWLEDGMENT OF ARBITRATION

We understand that this agreement between the Town of Barre and Local #1369, AFSCME, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of Constitutional or Civil Rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

FOR THE UNION

Michael Metivier  
Edmund Lapan  
Edward Lapan  
D. V. Lapan

FOR THE TOWN

Paul L. Lapan  
Norman Lapan  
J. R.  
Jack Mitchell 10/18/2022

DATE 10/12/22

DATE 10/18/22



APPENDIX C  
JOB DESCRIPTIONS

<u>CLASSIFICATION</u>	<u>DESCRIPTION</u>
MECHANIC A	Qualified & required to work on any machine or piece of equipment, capable of performing complete overhaul, capable of welding & body work, and handling these duties and the Garage Foreman's duties when the foreman is absent and designated by DPW.
MECHANIC B	Qualified & required to work on any machines and pieces of equipment, capable of performing complete overhaul, and capable of welding and body work.
MECHANIC HELPER	Is an assistant to Mechanic A & B.
HEAVY EQUIP. OPERATOR	Qualified & normally required to operate heavy equipment some of the time and is able to operate one or more pieces of equipment.
LIGHT EQUIP. OPERATOR A	Qualified & normally required to operate light equipment most of the time and is able to operate most pieces of light equipment, trucks w/plows and wings, sewer rodder & flushing machine, smaller than 4-ton roll, tractor w/mower or sweeper, and operate loader when loading own truck.
PUBLIC WORKS PERSON	Person who is qualified & normally operates most of the various tools owned by the town & possesses most of the trade skills; can drive 1 -ton trucks with plows.
LABORER A	Performs variety of unskilled tasks which require physical strength & coordination in Public Works Dept. such as cleaning gutters, digging ditches, sweeping streets w/a broom, & shoveling
LABORER B	Unskilled entry level
SEWER & WATER	Qualified & normally responsible for the safe and effective operation of the pumping stations & parshall flumes, operates flusher & sewer rodder, knows location of system, and lays & repairs lines. Responsible for supplies and ordering of same.
SEWER & WATER UTILITIES ASST.	Performs duties of Sewer & Water Person for weekend checking of plants, or assist Sewer & Water Person when needs help on the job. When S&W Person is absent, & designated by the P.W. Director, will receive pay of S&W Person.
CUSTODIAL/HANDY PERSON/MECHANIC	Duties assigned to Mechanic B & Night Mechanic. Such duties are not exclusive of occasional assignment as P.W. Person extra*.Custodial handyperson duties to include, without limitation, all routine maintenance and repair on the Town Office Building and other public building as assigned. Typical duties include washing floors, vacuuming, sweeping, emptying trash, washing windows, painting walls and trim, depositing recycled materials, etc.



#### TEAM LEADER

The term "Team Leader" refers to a temporary employment assignment, implemented in the discretion of the Superintendent of Public Works, or by the Town Manager in the Superintendent's absence, as deemed necessary or appropriate. An employee designated as "Team Leader" serves as a working foreman over a work crew. The Team Leader directs the activities of the work crew assigned to him/her, and is authorized to make routine and discretionary decisions consistent with his/her experience, training and ability, and consistent with the project specifications or plans, including plans and procedures related to safe working conditions. A Team Leader is responsible for and makes decisions related to the use and security of Town owned equipment and tools being used by the crew, and serves as a contact person with members of the public. The position is supervised by and reports directly to the Superintendent of Public Works, or in his/her absence to the Town Manager.

#### DEPARTMENT LEADER

The term "Department Leader" refers to a temporary employment assignment, implemented in the discretion of the Superintendent of Public Works, or by the Town Manager in his/her absence, as deemed necessary or appropriate due to the absence of Superintendent. An employee designated as "Department Leader" has oversight of the Department of Public Works ("Department"), excepting only the Shop. The Department Leader oversees the activities of the Department in the absence of the Superintendent and is authorized to make routine and discretionary decisions consistent with Town policy, project plans and specifications, including safety plans. The Department Leader is responsible for and makes decisions related to the use and security of Town owned equipment and tools, and serves as a contact person with contractors, vendors and members of the public. The position is supervised by and reports directly to the Superintendent of Public Works, or in his/her absence, to the Town Manager.

#### Lead Water Operator

Hold appropriate state certificate and is qualified and responsible for the daily operation and maintenance of the water facilities. This person possesses extensive mechanical, electrical and plumbing knowledge and skills, understands the relevant physical, chemical and electrical principles required, and possesses the ability to monitor, interpret and analyze records of the treatment process. This person understands and implements sampling plans and compliance requirements.



APPENDIX D  
NORTHEAST DELTA DENTAL BENEFITS CHART  
VERMONT LEAGUE OF CITIES AND TOWNS

**DEDUCTIBLE:** \$25.00 PER PERSON/\$75.00 FAMILY MAXIMUM – PER YEAR

COVERAGE A	COVERAGE B	COVERAGE C	COVERAGE D
<b>DIAGNOSTIC:</b> Examinations once in a 6 month period X-Rays – full-mouth/panorex X-Rays once in a 3 year period, bitewing X-Rays once each 12 month period, X-Rays of individual teeth as necessary	<b>RESTORATIVE:</b> Fillings <b>ORAL SURGERY:</b> Surgical and routine extractions <b>ENDODONTICS:</b> Root canal therapy <b>PERIODONTICS:</b> Treatment of gum disease •Periodontal prophylaxis (cleaning) <b>DENTURE REPAIR:</b> Repair of removable denture	<b>PROSTHODONTICS:</b> Bridges Partial and complete dentures Rebase and reline Crowns Onlays	<b>ORTHODONTICS:</b> Correction of malposed (crooked) teeth for dependent children up to age 19 Adult orthodontic also available
<b>PREVENTIVE:</b> Cleaning once in a 6 month period Fluoride once in a 12 month period to age 19 Space maintainers Sealants	<b>EMERGENCY TREATMENT</b> *Note: Only one cleaning is covered in a 6 month period. this can be routine (Coverage A) or Periodontal, but not both.	Note: If Coverage C is included, Delta will replace teeth missing before the effective date of a Delta plan. Full contract benefits are provided.	-
100% NO DEDUCTIBLE	80%	50%	NONE
<b>CONTRACT YEAR MAXIMUM:</b> \$750 PER PERSON		<b>Lifetime Maximum:</b>	





## APPENDIX E

DRUG & ALCOHOL POLICYThe Town of Barre Drug and Alcohol Policy for CMV Operators marked, "6/6/19" shall be considered Appendix E of this labor contract as if said Policy were presented in its entirety here. The Policy is available from the Union local officers, at the Town Manager's Office or from the DPW Superintendent.



APPENDIX F  
UNION DUES AND AGENCY FEE  
AUTHORIZATION FORMS

Dues Authorization Form

"I hereby authorize a deduction each month from my wages, Union dues in the amount as certified by the Union.

"I submit this authorization and assignment with the understanding that it will be effective and irrevocable up to the termination date of the current collective bargaining agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Agency Service Fee Form

"I hereby authorize a deduction each month from my wages, Union dues in the amount as certified by the Union.

"I submit this authorization and assignment with the understanding that it will be effective and irrevocable up to the termination date of the current collective bargaining agreement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division







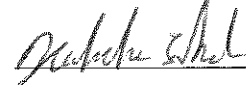
ARTICLE 44

TERM


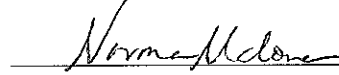

44.1 This agreement shall be effective July 1, 2022. This agreement will continue in full force and effect until June 30, 2024, and from year to year thereafter unless either party gives notice to the other that it desires to modify this agreement by January First of the last year of the agreement or by January First of any extended year of the agreement.

44.2 This agreement shall automatically extend until altered, amended or terminated by mutual agreement of the parties, in writing. Should negotiations continue beyond June 30 of said year, all items negotiated and ratified shall become retro-active to July 1 of that year unless a different date is agreed to by the parties.

FOR THE UNION

 Michael Melivier  
 Edward Laperon  
 Zachariah Laperon

FOR THE TOWN

 Paul M. Lefebvre  
 Norman McNamee  
 Jack Mitchell  
10-18-2022




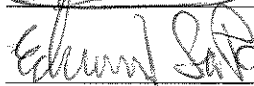



A new employee with prior public works or road department experience may be given credit for prior experience and begin work at a pay rate higher than the starting rate.

APPENDIX B  
ACKNOWLEDGMENT OF ARBITRATION

We understand that this agreement between the Town of Barre and Local #1369, AFSCME, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of Constitutional or Civil Rights. Instead, we agree to submit any such dispute to an impartial arbitrator.


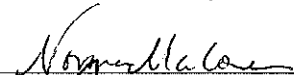
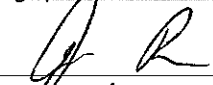
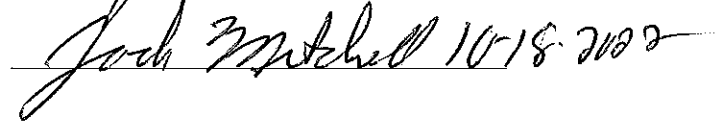
FOR THE UNION

 Michael Metivier  
 Edward Lapan  


\_\_\_\_\_  
\_\_\_\_\_

DATE 10/12/22

FOR THE TOWN

 Paul H. Latta  
 Norman MacLean  
 J. R.  
 Josh Mitchell 10/18/2022

\_\_\_\_\_

DATE 10/18/22

