

TOWN REVIEW DRAFT 1

May 22, 2027

Article 1. Scope of the Agreement

Section 1. Recognition

This Agreement between Town of Stockbridge (hereinafter "Town of Stockbridge" "Town," or "Employer") and Teamsters Local 597 (hereinafter the "Union") covers all work of the type and nature currently performed by the ~~Department of Public Works: Foreman, Public Works of The Town of Stockbridge locations or those added during the life of this contract by mutual written agreement of the Parties,~~ Town Highway Department as outlined in the job descriptions established by the ~~Employer~~ Town.

Notwithstanding the foregoing paragraph, the provisions of this Agreement will, to the extent allowed or required by law, be applied without evidence of Union representation to all ~~DPW Highway Department~~ Employees by The Town of Stockbridge at the locations covered under Certification of Representative VLRB Docket No. 26-03 and any future locations which are used as an extension of these operations only.

Except as expressly and specifically limited by this Agreement, the Town of Stockbridge retains and reserves all rights, powers, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Vermont and the United States. These rights include, but are not limited to, the right to direct the workforce; assign and schedule work; determine staffing levels; establish, modify, and enforce work rules and operational procedures; determine methods, means, and personnel by which operations are conducted; determine qualifications; hire, promote, transfer, lay off, discipline, and discharge employees; require overtime; determine schedules and shifts; subcontract work; utilize contractors and other outside assistance; respond to emergencies; establish productivity and performance standards; determine equipment usage; organize and reorganize operations; and take any actions necessary to maintain efficient municipal operations and essential public services.

The exercise of management rights shall not be subject to bargaining except where expressly required by this Agreement or applicable law. The failure of the Town to exercise any management right shall not constitute a waiver of that right.

Section 2. Non-Bargaining Unit Employees

~~Supervisory personnel and Subcontractors not covered by this agreement or other non-unit Employees must not perform work recognized to be the work of the employees covered by this Agreement except in cases of emergency or circumstances where bargaining unit employees are unavailable or have refused such work. In such cases, the Union Steward or Business Agent will be notified as soon as possible.~~

The Town retains the exclusive right to determine who performs work, how work is performed, and whether work will be performed by bargaining unit employees, supervisors, contractors, temporary personnel, or other persons. No work shall be considered exclusively bargaining unit work unless expressly stated in this Agreement. The Town's decisions regarding assignment of work, subcontracting, operational methods, staffing, or use of non-unit personnel shall not be subject to grievance or arbitration.

Section 3. Definitions

"Emergency" for the purpose of this agreement is defined as a circumstance beyond the control of the Employer or the Employee and not known to or anticipated by either the Employer or the Employee prior to the occurrence.

Section 4. Mutual Respect

Management, members of the bargaining unit and their representatives must treat each other with mutual respect and only put forward information which they believe to be accurate and truthful. This mutual respect includes a recognition of the parties and members of the bargaining unit to report crimes that they witness to the police during the execution of their duties.

Section 5. Single Bargaining Unit

It is the intent of the parties that each of the groups of represented employees referenced in Section 1 of this Article will be governed by this Agreement. All employees covered by this Agreement constitute one (1) bargaining unit. ~~The Parties agree that the inclusion in this Master Agreement of provisions, riders or supplements relating solely to bargaining unit members working in different geographic locations or Employer facilities is for convenience only and is not intended to create separate bargaining units.~~

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Article 2. Union Security

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all its non-probationary employees in the classifications of work covered by this Agreement ~~at its Vermont locations~~ pursuant to the Certification as follows All full-time and regular part-time employees performing job duties as defined in statute, 21 V.S.A. § 1724 (a)(2)(B)(i) of the Vermont Labor Relations Act including Road Foreman and ~~Public Works~~ Highway Crew employed by the Employer at its facilities located at 1996 Blackmer Blvd, Stockbridge, VT 05772 or any locations attached to the Town that are developed during the duration of this agreement.

Section 2. Check-off of dues

The Employer agrees to deduct Union dues and initiation fees as certified by the Union and as authorized by the bargaining unit Employee on an Application, Check-off Authorization and Assignment form provided by the Union (attached as Appendix A), and to remit to the Secretary Treasurer of the Union prior to the end of the month in which the dues were deducted. Such remittance must be accompanied by a list of employees with the amount deducted for each.

The Employer's obligation to deduct Union dues shall cease upon receipt of notice from the Employee directed to both the Employer and the Union in accordance with the provisions set forth in Appendix A (Check-off Authorization).

Section 3. D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all Employees covered by the Agreement voluntary contributions to D.R.I.V.E (Democratic, Republican, Independent Voter Education). D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from their paycheck on a weekly basis for all weeks in which the Employee earned a wage. The Employer shall transmit a check to Teamsters National D.R.I.V.E. on a monthly basis, in one check, the total amount deducted along with the name of the Employee on whose behalf the deduction is made, the Employee's social security number and the amount deducted from the Employee's paycheck.

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Article 3. Protection of Rights

Section 1. Picket Lines

~~It is not a violation of this Agreement, nor will it be cause for discharge or disciplinary action, in the event an Employee refuses to enter upon the property of an Employer involved in a primary picket line, consistent with applicable law. The Union and the Employer will confer as necessary to evaluate their respective obligations in the event of a primary labor dispute.~~

Section 2. Struck Goods

~~It is not a violation of this Agreement, and it will not be a cause for discharge or disciplinary action, nor will such Employee be permanently replaced for refusing to enter upon the property of an Employer whose Employees are on strike, for the purpose of picking up or delivering goods to or from such Employer. The Employer further agrees that it will not enter into a contract or subcontract under which its Union Employees would be required to handle struck goods, or to perform services normally performed by striking Employees of the other Employer. This clause will not be interpreted to interfere with mutual aid agreements, except in the event of an ongoing work stoppage, this clause will be read broadly in favor of allowing mutual aid agreements to the extent they are allowed elsewhere in the collective bargaining agreement.~~

Because the Town provides essential public services, including highway maintenance, emergency response, and public safety functions, the Union and employees covered by this Agreement shall not engage in any strike, work stoppage, slowdown, sick-out, refusal to work, refusal to cross picket lines, or other concerted activity that interferes with municipal operations. The Town may discipline employees for violations of this section, up to and including discharge.

Nothing in this Agreement shall interfere with the Town's authority to maintain essential municipal services, respond to emergencies, utilize contractors or mutual aid, assign work, or continue operations during labor disputes involving third parties. Employees shall perform assigned work notwithstanding the existence of labor disputes involving other employers, including picketing or strikes.

Section 3. Successor Employer

~~The parties agree that successors or assignees who may assume the operations of work covered by this Agreement after its execution must uphold all terms and conditions provided for in this Agreement. The Employer agrees that any successors or assignees will be informed of the existence of this Agreement.~~

The Town retains the unrestricted authority to determine the organization, structure, and delivery of municipal services. Any successor obligations shall arise solely as required by applicable law and not by operation of this Agreement.

Section 4. Union Bulletin Board

The Employer agrees to allow a locking bulletin board at the Town Garage in a location easily accessible to the Employees for the posting of information originating from and authorized by the Local Union. The only material to be posted on this board will be information as provided above. The Union will be responsible for distributing keys to the stewards.

Section 5. Union Access

~~The business agents and field representatives of the local union will have access to the premises where the members perform their duties.~~

Authorized union representatives may access Town premises for legitimate representational purposes upon reasonable notice to the Employer, provided such access does not interfere with work operations, emergency response activities, equipment usage, safety requirements, or supervisory responsibilities. The Employer may reasonably regulate the time, place, and manner of such access.

Article 4. Shop Stewards

The Employer recognizes the right of the Union to designate Shop Stewards and alternates. The authority of the Shop Stewards and the alternates so designated by the Union shall include but not be limited to, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.
- B. The representation of co-workers at meetings with management conducted for the purpose of determining whether discipline should be imposed, and meetings where it is being imposed;
- C. Making reasonable requests for relevant information related to grievances or to determine whether a grievance exists, subject to applicable confidentiality requirements, legal privileges, and the Employer's operational needs.
- D. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:
 - 1. have been reduced to writing; or
 - 2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to handle goods, or any other interference with the Employer's business.

Steward activities conducted during working hours shall require prior supervisory approval, which shall not be unreasonably denied, and shall be subject to operational requirements.

~~Business agents and a steward are permitted 30 minutes paid time to orient new employees about the union and to talk about the benefits of union membership, and to explain and answer any questions about the application of the collective bargaining agreement. A Union Business Agent and/or steward may meet with newly hired bargaining unit employees for up to thirty (30) minutes for the purpose of explaining union membership and the collective bargaining agreement. Such meetings shall occur at a mutually agreeable time during the employee's orientation period and in a manner that does not interfere with municipal operations or employee training responsibilities.~~

The employer agrees to notify the Local Union within a week of the hiring of new employees via email to the union business agent and chief steward, and to work with the union to schedule such meetings, ~~so that they will not interfere with the Steward's normal working hours, if possible.~~ All time spent by employees in orientation will be paid time at the applicable rate of pay.

~~The Shop Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by this agreement or official action of the Union.~~

~~Stewards or the designated alternate will be permitted time to investigate, present and process grievances on the property of the Employer, and off the property, as long as time has been approved by the Employee's manager for which approval will not be unreasonably withheld, conditioned, or delayed. Stewards or designated alternates may request reasonable unpaid release time to investigate and process grievances. Any such release time shall be subject to prior Employer approval based upon operational needs, staffing requirements, and public service obligations. The Employer retains sole discretion regarding whether grievance activities may occur during working hours or off Town property.~~ Stewards and alternates must notify the manager of the need and general nature, but need not relay the content of the investigation. ~~The Employer provides~~ ~~reference~~ must work with the steward or alternate to identify an acceptable time, and the union and its members will be held harmless for any delays incurred by the employer during these processes. Stewards, alternates and bargaining unit members will be paid for all time spent in meetings, with management, held for the purpose of discussing grievances, investigatory meetings or meetings regarding the issuance of discipline. Such time spent performing duties under this article will count towards hours worked for the purpose of computing overtime. ~~The Employer~~ will work with the steward to schedule meetings so as to minimize the impact to business operations. Investigation of grievances must be conducted in a manner which minimizes the impact on the steward's job duties and the Employer's business operations, ~~but this in no way will be interpreted to impede the steward from investigating the same.~~

The Employer will not interfere in any manner with any of the shop steward or designated alternate's rights to engage in concerted activities not specifically prohibited herein.

~~Given the nature of the steward's duties, the Employer agrees to release stewards and alternates from scheduled work assignments so that they may attend any trainings the Union offers from time to time with proper notice. Stewards or alternates may use accrued CTO to make up any work hours missed due to their attendance at a Union training to maintain full time benefits, if applicable.~~

~~The Employer may permit stewards or designated alternates reasonable unpaid release time to attend union-sponsored steward training programs, provided the Union provides reasonable advance notice, and the absence does not interfere with municipal operations, staffing requirements, emergency response obligations, or public services. Approval of release time shall remain within the discretion of the Employer.~~

~~Employees may use available accrued CTO, subject to normal scheduling and approval requirements, to maintain compensation or benefits eligibility during approved absences.~~

There must be a steward or available bargaining unit member of the employee's choice present whenever the Employer meets with the employee about grievances, or discipline or to conduct investigatory interviews. The steward retains the same rights. Meetings or interviews must not begin until the steward or designated bargaining unit member is present. All meetings will be scheduled through the ~~chief~~ steward at a mutually agreed time.

~~The steward, or their designated alternate, will be permitted reasonable time off without pay to attend union meetings called by the Local Union, the employee will be allowed to use paid time off if they are otherwise scheduled to work to maintain full time benefits, if applicable. The employer shall be given the schedule of these meetings in advance in January of each year.~~

Stewards or designated alternates may request unpaid leave to attend union meetings sponsored by the Local Union. Any such leave shall be subject to prior Employer approval based upon operational needs, staffing requirements, and public service obligations. Employees may use available accrued paid leave, subject to normal approval and scheduling procedures, for approved absences related to union meetings in order to maintain benefits eligibility, where applicable. The Union shall provide the Employer with the anticipated schedule of recurring union meetings annually, when available.

The Employer and the Union agree that not less than thirty (30) days, but not more than sixty (60) days after ratification of this agreement, the Union will hold an election for the position of Shop Steward, if possible. The Employer agrees to provide a suitable location on the premises to hold said election. The Union agrees to notify the Employer as soon as possible of the date, times and results of such election.

~~The local union will receive copies of all Loudermill Letters on the same day that they are issued to the employees.~~

Where the employee has requested union representation or where otherwise required by law, the Employer will provide the Union with a copy of any Loudermill notice issued to a bargaining unit employee within a reasonable period of time following issuance to the employee.

Article 5. Grievance Procedure

Section 1. Definitions

The term "grievance" means a claim that there has been a violation or misapplication or dispute regarding the written or implied terms of this Agreement. All grievances must be submitted in writing to enter the step process below.

Grievances involving claims of improper pay rates or improper payment of wages or benefits or any continuing circumstances are considered "continuing grievances".

The phrase "working days" or "workdays" means Monday through Friday with the exception of holidays listed within this agreement.

The exclusive remedy for alleged violations of this Agreement shall be the grievance and arbitration procedure set forth herein, except where compliance would require unlawful conduct or expose the employee to an immediate and serious safety hazard. Employees shall work as directed and thereafter grieve any dispute concerning wages, hours, working conditions, assignments, scheduling, discipline, or interpretation of this Agreement. No employee shall refuse work, delay operations, or fail to comply with supervisory instructions based upon a claimed contract violation or pending grievance.

Section 2. Grievances

Employees are encouraged to bring complaints or concerns about any aspect of their employment to the attention of their supervisor.

Any grievance that may arise between the parties as to the employer-employee relationship that cannot be settled by normal negotiations must be resolved in the following manner, and there will be no interruption of work during such procedure.

All parties reserve the right to call witnesses or provide written testimony at any and all steps of the grievance and arbitration process.

All written answers will be provided to the union business agent via email. Written responses required under this Agreement may be transmitted electronically, including by email, to the Union Business Agent or other designated Union representative. Inadvertent technical or transmission issues shall not invalidate an otherwise timely response where the Employer has made a good-faith effort to provide notice.

Section 3. Step Process

Step 1

~~If any employee covered by this agreement files a grievance it will be filed in writing within fifteen (15) working days of when the employee became aware of, or reasonably should have become aware of the event prompting the grievance. The grievance will be discussed with the grievant,~~

~~steward and the supervisor concerned. The supervisor will have up to fifteen (15) working days after receipt of the grievance to provide a written answer to the grievant, with a copy to the Steward and Local Union Business Agent. The supervisor is obligated to provide the written answer within this time frame.~~

Any employee covered by this Agreement who wishes to file a grievance must submit the grievance in writing within fifteen (15) working days after the employee knew or reasonably should have known of the event giving rise to the grievance. The grievance shall identify the relevant facts, the provision(s) of the Agreement allegedly violated, and the remedy requested.

The grievance may be discussed with the grievant, the steward, and the appropriate supervisor or Employer representative.

The Employer will make reasonable efforts to provide a written response within fifteen (15) working days following receipt of the grievance. Written responses may be provided electronically to the grievant, steward, or designated Union representative. Failure to respond within the stated time period shall not automatically result in the grievance being granted, but shall permit the Union to advance the grievance to the next step of the procedure.

Step 2

~~If there is no resolution to the grievance at Step 1, the grieving party may appeal to Step 2. The Grievant, the Shop Steward, the Chief Steward and [Employer provided reference] will meet and discuss the grievance within fifteen (15) working days of the grievance being appealed to Step 2. The [Employer provided reference] will have up to fifteen (15) working days from the day of this meeting to provide a written reply to the employee, steward and Union Business Agent. The [Employer provided reference] is obligated to provide the written answer within this time frame.~~

If the grievance is not resolved at Step 1, the Union may appeal the grievance to Step 2 by submitting the appeal in writing within fifteen (15) working days following receipt of the Step 1 response.

The grievant, steward, and appropriate Employer representative may meet to discuss the grievance within fifteen (15) working days following the appeal, unless the parties mutually agree otherwise.

The Employer will make reasonable efforts to provide a written response within fifteen (15) working days following the Step 2 meeting. Written responses may be provided electronically to the grievant, steward, or designated Union representative. Failure of the Employer to respond within the stated time period shall not automatically grant the grievance, but shall permit the Union to advance the grievance to the next step of the procedure.

Step 3

In the case that no resolution is reached after the Step 2 hearing, the grieving party has fifteen (15) working days to submit the dispute to arbitration. The fifteen (15) working day period begins when the Union Business Agent receives a copy of the Step 2 reply from the employer.

If the grievance is not resolved at Step 2, the Union may submit the grievance to arbitration by written notice to the Employer within fifteen (15) working days following receipt of the Step 2 response. If the Employer does not respond within the applicable time limits, the Union may advance the grievance to arbitration, but such failure shall not automatically grant the grievance.

Section 4. Arbitration

All grievances referred to arbitration under the auspices of the Grievance Step procedure may be referred to arbitration at the discretion of the union once the Step 2 answer has been received, or in the case of the Step 2 answer not being received in a timely manner, the grievance may be referred to arbitration upon the lapse of the negotiated time period.

All grievances referred to arbitration must be decided through Tri State Arbitration Associates and will be processed in accordance with the Tri State Arbitration Associates' rules and procedures. Both parties are responsible for the establishment of a relationship with Tri State Arbitration Associates union or employer committees as applicable.

The findings of the Arbitration Panel will be final and binding upon both parties, and the panel has no authority to modify or amend the written terms of the agreement. The fee of the arbitration panel are to be split evenly between the parties. The parties agree that witnesses in the employ of The Town of Stockbridge must be given leave from work for a reasonable amount of time to allow them to participate in any hearing to which they are called as a witness.

Grievances properly advanced to arbitration shall be submitted to a mutually agreed-upon neutral arbitrator. If the parties are unable to agree upon an arbitrator, either party may request a panel of arbitrators from the American Arbitration Association, the Federal Mediation and Conciliation Service, or another mutually agreeable arbitration service. The arbitration shall be conducted in accordance with the applicable rules of the selected arbitration service unless otherwise agreed by the parties.

The arbitrator shall have no authority to add to, subtract from, modify, ignore, or amend the terms of this Agreement. The arbitrator's decision shall be final and binding upon the parties, subject to applicable law.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear its own costs, including attorney's fees and witness expenses, except as otherwise required by law.

Employees required by the Employer or subpoenaed to appear as witnesses during scheduled working hours shall be granted reasonable time away from work for participation in the arbitration proceeding, provided such absences do not unreasonably interfere with municipal operations.

Section 5 Failure to Act and Comply

~~Failure of the Union to take action within the specified time limits will be deemed to be an acceptance of the decision of the Employer, and failure of the Employer to adhere to the timelines herein must result in the grievance being granted by the next step employer representative or by the arbitrator, whichever comes first.~~

~~If the Union or the Employer fail to comply with the decision of the arbitrator, either party shall have the right to take all legal action to enforce the award made.~~

Failure of the Union to comply with the time limits set forth in this Article shall constitute withdrawal of the grievance unless the parties mutually agree in writing to extend the applicable time limits. Failure of the Employer to respond within the specified time limits shall permit the Union to advance the grievance to the next step of the grievance procedure, but shall not result in the grievance being automatically granted. The time limits set forth in this Article may be extended by mutual written agreement of the parties.

If either party fails to comply with a final and binding arbitration award, the other party may pursue any lawful remedies available for enforcement of the award.

Article 6. Discipline

Section 1. Just Cause

~~The Employer must not discipline any employee except in cases where clear and convincing evidence of just cause is found to exist.~~

~~In any case where sufficient just cause is found to exist the employer must always follow progressive discipline as outlined within the agreement.~~

The Employer may discipline or discharge employees for just cause. The Employer may utilize progressive discipline where appropriate; however, the Employer reserves the right to impose more

severe discipline, up to and including immediate discharge, depending upon the seriousness of the offense or misconduct.

Section 2. Investigations and Complaints

~~Complaints will not be used as the sole basis for disciplinary actions against an Employee. Prior to taking disciplinary action on a complaint, the Employer will investigate including discussing the complaint with the Employee and the Shop Steward or Union Business Agent and provide the Employee with an opportunity to respond. The Employee's response to the complaint will be placed in the Employee's personnel file. There will be no circumstances under which anonymous complaints are the sole element used in relation to the discipline of any employee. The nature of the complaint must also be shared with the Employee and must be included in the Employee's personnel file.~~

~~Any employee who is subject to an investigation that may result in discipline will be notified immediately that they are being investigated, after a complaint/incident has been verified.~~

~~In any instances where a record is being kept during an investigatory meeting, the union or the employer will provide, upon request, a copy of their notes from the meeting.~~

~~The employer will generally refrain from work group emails relating to complaints until after the employer has investigated the complaint, unless the complaint does not merit investigation. When the employer does retrain employees they will develop constructive feedback beyond please don't do this, which will include what the employer wants the employee to do in future situations of the same nature.~~

The Employer may investigate complaints, misconduct, workplace concerns, policy violations, safety issues, operational issues, or employee conduct as the Employer deems appropriate. Employees shall be provided a reasonable opportunity to respond to allegations before discipline is imposed where required by law or principles of just cause.

Employees who are the subject of an investigatory interview that the Employer reasonably believes may result in discipline shall be afforded any representation rights required by law.

The Employer may consider complaints, witness statements, documentary evidence, operational records, supervisory observations, and other relevant information in determining whether discipline is warranted. Anonymous complaints may be considered as part of an investigation but shall not, standing alone, constitute the sole basis for discipline absent corroborating evidence.

The Employer retains discretion regarding the manner, scope, timing, documentation, confidentiality, and administration of investigations consistent with applicable law and principles of just cause.

Investigatory materials, interview notes, deliberative materials, and confidential investigative information shall not automatically be subject to disclosure except as otherwise required by law.

The Employer may communicate operational expectations, workplace standards, safety reminders, coaching, or corrective guidance to employees or work groups as the Employer deems appropriate.

Section 3. Progressive Discipline

~~The employee is entitled to at least one (1) verbal and at least one (1) written warning notice for the specific infraction cited before being subject to a short and then long suspension then, if the misconduct persists, dismissal. Warning notices, both verbal and written, and suspensions shall remain in effect and on file for one hundred and twenty (120) days and after that period of time shall not be used against the employee or referenced in any subsequent disciplinary notice and shall be removed from an employee's file. All discipline must be issued within ten (10) days of the Employer's first knowledge of the infraction. The Union will receive copies of all disciplinary letters at the time they are issued. No bargaining unit member will be required to sign a copy of their own write up, but write ups will be presented to the steward to acknowledge only that they have been received.~~

~~In addition any members of the Bargaining Unit must be notified of verified and actionable complaints against them within ten (10) calendar days of when the employer verifies the complaint. In any circumstances where there is a record being kept regarding the complaint, the members will be given the opportunity to comment upon the complaint, and the Employer will also keep that response as a record. The employer will take all possible measures to note name and contact information of the person lodging the complaint, but in the case of anonymous complaints, must at the minimum, note the date and time that the complaint was received on.~~

~~At no time will the employer use public shaming as part of their disciplinary procedure. Upon ratification, all public shaming by supervisory employees will cease and desist.~~

Discipline shall be for just cause. The Employer may utilize progressive discipline where appropriate; however, the Employer retains discretion to determine the appropriate level of discipline based upon the nature and severity of the conduct, including immediate suspension or discharge in cases of serious misconduct, safety violations, gross negligence, dishonesty, insubordination, intoxication, harassment, unlawful conduct, or other serious offenses.

Disciplinary records may be maintained in the employee's personnel file consistent with the Employer's record-retention practices and operational needs. Prior discipline may be considered in determining the appropriate level of future discipline, depending upon the nature and recency of the conduct.

Discipline shall be issued within a reasonable period of time following completion of the Employer's investigation.

The Union shall receive copies of disciplinary notices issued to bargaining unit employees where required by law or where the employee has requested Union representation.

An employee's acknowledgment of receipt of a disciplinary notice shall not constitute agreement with the contents of the notice. Employees may submit written responses to disciplinary notices for inclusion in their personnel files.

The Employer will administer discipline in a professional manner and will not intentionally humiliate employees in the workplace.

Section 4. Recording Devices.

~~No driver-facing cameras will be in use by the employer in any vehicle operated by a bargaining unit member during the course of this agreement. The employer will not rely solely upon Employer tracking devices and information received on tracking devices when disciplining employees for safety-related infractions.~~

~~Whenever a camera is put into place in the work locations of the bargaining unit, the employer will notify the bargaining unit members of the existence of the camera, the purpose of the camera and who will have access to the footage.~~

The Employer retains the right to utilize cameras, vehicle safety systems, telematics, GPS systems, electronic monitoring systems, and related technologies for legitimate operational, safety, training, security, liability, regulatory, investigative, fleet-management, and public-service purposes consistent with applicable law.

The Employer will notify employees of the general use of surveillance or monitoring systems in work locations or vehicles where reasonably practicable. Information obtained from cameras, telematics, GPS systems, or other monitoring technologies may be considered in evaluating employee performance, operational issues, safety concerns, accidents, misconduct, or disciplinary matters, provided such information is not the sole basis for discipline absent corroborating evidence where reasonably available.

Nothing in this provision limits the Employer's ability to implement safety-related technologies, comply with insurance or legal requirements, investigate accidents or misconduct, or protect municipal property and public safety.

Article 7. Work Rules, Regulations and Maintenance of Standards

Section 1. Work Rules and Regulations

This Agreement supersedes and replaces the Employer personnel policy manual for all bargaining unit Employees for issues addressed within the Collective Bargaining Agreement. This agreement supersedes the employee policy manual for all compensation and benefits for bargaining unit employees.

~~Work rules and policies in existence as of the date of execution of this Agreement which are not inconsistent with the provisions of this Agreement must remain in effect unless amended by the agreement of the parties. Work rules at each location, to the extent that they are not addressed within this Agreement, must be attached as an appendix to the agreement. The appendix and agreement will be an exclusive list of work rules.~~

~~The employer and the union agree to meet and negotiate in good faith regarding proposed policy changes or changes to a mandatory subject of bargaining not addressed herein. Any agreements reached will be put into effect.~~

~~The Employer retains the right to establish, revise, interpret, implement, and enforce reasonable work rules, operational procedures, safety requirements, personnel policies, and management directives consistent with this Agreement and applicable law. Existing work rules, policies, procedures, and practices that are not inconsistent with this Agreement may remain in effect unless modified by the Employer.~~

~~The Town may modify or implement work rules and policies as operational needs require. To the extent any proposed change involves a mandatory subject of bargaining under applicable law, the Town will satisfy any bargaining obligation required by law before implementation.~~

~~Work rules and policies are not required to be appended to this Agreement and the Agreement shall not be interpreted as containing an exclusive list of work rules, policies, procedures, operational practices, or management directives. The failure of the Town to enforce any rule, policy, or practice in a particular instance shall not constitute a waiver of its authority to do so in the future.~~

The Employer agrees to provide Employees documentation and training of newly implemented practices and procedures.

The Employees agree to cooperate with the Employer in enforcing safety rules and practices in an effort to reduce hazards and ensure safe working conditions.

No Employee will be disciplined at any time for taking or failing to take a vaccination unless otherwise required by law or regulation.

Section 2. Maintenance of Standards

~~Every bargaining unit member who is subject to the provisions of this Agreement is entitled to the highest standards respecting their hours and working conditions as currently exist, in addition to as defined by this agreement.~~

~~Employees covered by this Agreement shall receive the wages, hours, benefits, and working conditions expressly set forth in this Agreement. Except as expressly provided herein, the Employer retains the right to modify, implement, revise, or discontinue operational practices, procedures, policies, schedules, and working conditions consistent with this Agreement and applicable law.~~

Section 3. Location Specific Work Rules

It will not be a violation of this agreement and will not be cause for discipline if any of the following occur during the shift:

- Members use their cellphone if it does not interfere with their duties.

Article 8. Separation of Employment

Section 1. ~~Discharge~~ Separation From Employment

~~Upon discharge of an employee, the Employer must pay all earned wages, accrued fringe benefits and compensable accrued time off within 72 hours.~~

Section 2. ~~Resignation~~

~~An employee will endeavor to provide the Employer with at least two (2) weeks' notice of the employee's intent to resign. Upon resignation of an employee the Employer must pay all wages, accrued fringe benefits and compensable accrued time off at the close of the pay period in which resignation occurs.~~

~~Upon separation from employment, employees shall receive all wages and accrued benefits required to be paid under applicable law and this Agreement within the time periods required by applicable law and the Town's regular payroll practices.~~

~~Employees are expected to provide the Employer with at least two (2) weeks' advance notice of resignation whenever practicable.~~

Section 3. Return of Property

Upon separation of employment the employee must return to the employer all property which belongs to the employer within five (5) days, and the employer agrees that any employee must have full access to their personal property which may be stored upon the employer premises for the purpose of retrieving it within the same timeframe.

~~Section 4. Definitions~~

~~Compensable accrued time off refers to any time off for which an employee receives compensation unless it is specifically exempted by the explicit terms and conditions of this agreement.~~

Article 9. Non-Discrimination

Section 1. Employment Discrimination

In accordance with applicable law, the Employer and the Union agree not to discriminate against or deprive any qualified individual of employment opportunities with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin age, ancestry, sexual orientation, place of birth, veteran status, gender identity, victim status or against a qualified individual with a disability. Further, the Employer will comply with the provisions of Vermont and federal law pertaining to employment discrimination as may be amended from time to time.

Section 2. Protected Activity

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership or non-membership in the Union or because of any employee's lawful activity and/or support or lack of support of the Union.

Section 3. Concerted Rights

The Employer and the Union agree that an employee will not receive discipline for bringing concerns to their employer.

Section 4. Americans with Disabilities Act

The Union and Employer agree to abide by the provisions of the Americans with Disabilities Act and agree to meet and negotiate reasonable accommodations for employees qualified under the Act. An employee with a disability should bring any need for reasonable accommodation to the attention of the Employer and the Union.

Article 10. Medical Exams

Section 1. Employer exams

All medical exams required by the employer, including those required by law to perform any job duties, must be paid for, in full, by the employer for current employees covered under this agreement.

All medical examinations required by the Employer and performed outside the normal working hours of the employee must provide paid time at the Employee's regular hourly rate for all time spent traveling to and from the exam and all time spent at the location of the exam.

If the Employer designates a medical examiner as the "Employer doctor" a notice must be posted in a conspicuous place and each Employee must be provided a copy which must contain all the relevant contact information for such "Employer doctor".

The Employer will pay 100% of the cost for initial application and completion as well as renewal of any required license to perform work for the Employer for people whom are employees at the time of such application and completion or renewal.

Section 2. Disqualification, Leave.

If a question arises concerning the physical or mental qualifications of an employee, concerning their ability to continue work or to return to work, the employee will be placed on paid leave, or the employee may be offered available work in an alternative classification for which they are qualified.

Section 3. Illness Provision

If the employer requires proof that an employee is no longer sick in order for an employee to return to work, or the employer requires proof that an employee is ill under their policies to excuse an employee from work, the employer will have a program to provide for any out of pocket costs related to this requirement.

Commented [JB2]: Not reviewed.

Article 11. Seniority

Section 1. Definitions

1. Seniority:

Seniority for Employees covered by this Agreement is defined as the Employee's most recent date of hire as the effective date of this Agreement. Disputes over the seniority dates of Employees shall be brought to the attention of the Employer's representative, the Shop Steward, or the Local Union Business Agent for resolution.

The Employer also agrees to post the seniority roster in a conspicuous place and provide the Local Union and the Shop Steward with an updated seniority roster (via email) when there are changes to the roster because of the addition or deletion of Employees from the list when the changes occur.

2. Seniority Rosters:

Employees will be placed on a seniority roster.

The seniority roster will provide each employee's most recent actual date of hire as an Employee for the Employer and their classification so as to reflect their period of continuing employment for the Town of Stockbridge with no breaks in service as defined below for the Employer.

There will be only one seniority roster.

3. Break in Service:

A break in service is defined as a period when the individual's employment with the Employer was broken by termination or voluntary quit, or when an employee was absent for a period greater than twenty-four (24) months.

4. Additional Work Opportunity:

A temporary work opportunity is defined as an open shift that occurs due to illness, injury, vacation, scheduled day off, or other scheduled or unscheduled absence(s).

Commented [JB3]: Not reviewed.
Commented [JB4]: Not reviewed.

Section 2. Additional Work Opportunities

1. Additional Work Opportunities:

~~The Employer will use qualified employees to fill work opportunities whenever work opportunities exist. Work opportunities will be offered to qualified employees, first within their classification, in seniority order, and then to all other qualified employees. Overtime will be offered voluntarily between May 1st and October 31st and in accordance with the process described herein.~~

~~There will be no mandatory overtime issued between May 1st and October 31st.~~

~~All notifications for extra work must be made available and sent out via text message to qualified employees.~~

~~The Employer retains the sole authority to determine whether additional work opportunities, overtime assignments, or extra shifts are necessary and how such work will be assigned in order to maintain efficient municipal operations and essential public services.~~

~~When the Employer determines that additional work is available, the Employer may offer such work to qualified bargaining unit employees based on operational needs, qualifications, availability, skill, experience, reliability, and, where practicable, seniority. The Employer shall not be required to assign overtime or additional work opportunities strictly by seniority.~~

~~The Employer retains the right to require overtime, extend shifts, modify schedules, and assign employees to work outside their regular schedules when necessary to address operational requirements, emergencies, weather events, staffing shortages, public safety concerns, equipment failures, road conditions, or other municipal needs.~~

~~The Town will make reasonable efforts to distribute voluntary overtime opportunities fairly among qualified employees where practicable; however, the Employer's operational judgment shall govern all overtime assignments.~~

~~The Employer may use telephone, text message, email, radio communication, in-person notice, or other reasonable methods to notify employees of additional work opportunities. Failure to reach an employee shall not restrict the Employer's ability to assign the work as needed.~~

Section 3. Seniority Rights

Providing they meet all qualifications, and subject to the provisions of this agreement, bargaining unit employees, in the order of seniority, will have preference to:

- A. Work opportunity in the event of a layoff.
- B. Recall to work from layoff.
- C. Selection of vacations from the vacation schedule.
- D. Offers of work and schedules as described in this Article.

Section 4. Seniority-Layoffs, Recall, and Notification

When there is a lack of work within a classification, the least senior employee may be subject to layoff in reverse order of their seniority.

Employees will receive at least two weeks prior notice of an extended layoff. An extended layoff is defined as a period of 30 calendar days or more without a work call.

Employees will be recalled in their order of seniority within their respective classification of the work available, provided they are qualified to perform such work by a proper license and endorsement.

Employees must provide the employer with their current phone numbers and addresses to facilitate recall to work as provided herein.

Recall after an extended layoff must be for a bona fide return to work offer, it being understood that a bona fide work offer would consist of no less than 32 hours of regular work being available for a minimum of four (4) work weeks.

Upon receipt of receipt of Notice of Recall, the Employee shall make themselves available to report to work as soon as reasonably possible. If an Employee recalled working fails to make themselves available for work within a twenty-one (21) day period, the employee shall forfeit all seniority recall rights with the employer unless such failure to report is due to a proven illness or injury. Notwithstanding the foregoing, an Employee who is employed by another Employer at the time of recall who promptly notifies the Employer of that fact, and also notifies the Employer of their intent to return to work, may give the other Employer up to three (3) workweeks notice, and shall make themselves available to work for the Employer at the conclusion of the notice period.

If the Employer fails to notify an Employee of a known extended layoff of 2 calendar weeks or more, the Employee must receive their normal weekly average pay for the balance of the 2-calendar week period.

Employees laid off will maintain their seniority with the Employer for a period of twenty-four (24) months. If the layoff exceeds twenty-four (24) months, they shall be removed from the Employer's seniority roster.

Commented [JB5]: Not reviewed.

Section 5. Trial Period

~~Newly hired Employees will be hired on a probationary basis for a trial period of one hundred and eighty (180) calendar days. During the probationary period, employees may be dismissed without cause and without protest from the Union. Upon satisfactory completion of the probationary period, the Employee will be added to the applicable seniority roster with a seniority date which must be the Employee's first day of employment in the trial period. Shop stewards, alternates and/or authorized agents of the Local Union may schedule one hour to meet with newly hired Employees, within one week of hiring, to introduce the Employee to the Union, explain the membership application, initiation fees, dues, and to provide the new employee with forms and applications and any other information deemed relevant to the Employee coming into good standing with the Local Union.~~

~~Before the end of their one hundred and eighty (180) day probationary period, any unacceptable employees must be dismissed by the employer in accordance with the language above.~~

~~The employer will not use an excessive number of newly hired employees as a subterfuge to defeat the intent and purposes of this agreement.~~

Newly hired employees shall serve a probationary period of one hundred eighty (180) calendar days. During the probationary period, employees may be disciplined or discharged without recourse to the grievance or arbitration procedure.

The Employer may extend the probationary period for up to an additional ninety (90) calendar days where the Employer determines additional time is necessary to evaluate the employee's performance, attendance, conduct, qualifications, operational suitability, licensing, training progress, or ability to perform the requirements of the position. The Employer will notify the employee and the Union of any such extension.

Upon successful completion of the probationary period, the employee shall be placed on the seniority roster with seniority retroactive to the employee's original date of hire.

Section 6. Maintenance of Seniority

Any Employee absent due to a work-related illness or injury recognized as compensable under Vermont's Workers' Compensation statutes will maintain their employment with the Employer, provided that, within two years, the following conditions are met:

1. The Employee recovers from the injury within two (2) years of the onset of disability.
2. The Employee keeps the Employer informed of their interest in reinstatement and their current mailing address.
3. The Employee is physically capable of performing either their prior job, if available, or an alternative suitable position.

Reinstatement must be with all benefits earned up to the date of injury, including both seniority and accrued leave time. Employees will be reinstated to the exact position and shift which they held before the beginning of their disability, except for any changes which they would have been able to select due to their seniority.

Any Employee covered by the terms of this Agreement will continue to accrue and maintain seniority if absent due to a proven on-the-job illness or injury recognized as compensable under Vermont's Workers' Compensation statutes for a period of twenty-four (24) consecutive months from the first date of absence. An Employee covered by the terms of this Agreement will continue to accrue and maintain seniority if absent due to a proven off-the-job illness or injury or medical disqualification as described in Article 10 of this agreement for a period of twenty-four (24) months from the first date of absence.

Section 7. Seniority Broken.

Seniority, as defined in this agreement, is only to be broken by the following:

1. Termination with Just Cause.
2. Voluntary quit.
3. Retirement.
4. Failure to return from an authorized leave of absence.
5. Layoff of more than twenty-four (24) consecutive months
6. Failure/inability to return from an on-the-job injury or illness of more than twenty-four (24) consecutive months.
7. Failure/inability to return from an off-the-job injury or illness or medical disqualification of more than twenty-four (24) consecutive months.
8. Failure to answer or accept a recall notice from layoff.

An employee is deemed to have resigned if the employee gives the employer a notice stating as much, effective on the date indicated on the notice.

Commented [JB6]: Not reviewed.

Article 12. Hours/Classifications of Work and Overtime

Section 1. Attendance

~~Each employee is expected to work on their assigned schedule or give notice of absence to the employer at least one hour prior to the start of their shift if they are unable to be available at the scheduled start time of their scheduled assignment. The employer will continue to work with and assist employees who need flexible hours and starting times due to family obligations, as long as~~

~~the employer is notified and is able to make the requested changes consistent with the needs of the business. Work will start when employees reach the location, based on the scheduled start time. The employer will give consideration to any and all exigent circumstances that are encountered within the call-out window.~~

Employees are required to report to work as scheduled and fit for duty. Employees who are unable to report to work or who will be late must notify the Employer as soon as practicable, but no later than one hour prior to the start of a scheduled shift.

Attendance, scheduling, reporting locations, starting times, and work assignments shall be determined by the Employer based upon operational needs. Any temporary flexibility granted by the Employer shall be discretionary, case-specific, and shall not create any continuing entitlement or past practice.

Section 2. Overtime

Employees will receive compensation at time and one-half (1.5x) their regular hourly rate of pay for all hours worked in excess of:

- Ten (10) hours between May 1st through October 31st should employees elect to work an alternative work week.
- Eight (8) hours during all other periods of the year.

Employees shall receive holiday pay for all holidays recognized in this Agreement, whether or not the employee is scheduled to work on a holiday, provided the employee meets the eligibility requirements below.

a) Holiday Pay (Not Worked)

Full-time employees will receive holiday pay at their regular straight-time hourly rate for the number of hours equal to their regularly scheduled workday as defined in this agreement:

- Eight (8) hours for ~~Public Works~~Highway Crew employees and eight and one-half (8.5) hours for Foreman employees during the period November 1st through April 30th.
- Ten (10) hours for ~~Public Works~~Highway Crew employees and ten and one-half (10.5) hours for Foreman employees during the period May 1st through October 31st, when a four (4) day work week is in effect.

b) Holiday Worked

Employees who are required to work on a recognized holiday shall be compensated in accordance with Section 2 of this Article (double time and/or triple time as applicable), in addition to their holiday pay described in subsection (a).

c) Eligibility Requirements

To be eligible for holiday pay, an employee must:

- Work their full scheduled shift immediately preceding and following the holiday, unless excused by the Employer; or
 - Be on approved paid leave.
- d) Holiday on Non-Scheduled Workday
If a holiday falls on an employee's regularly scheduled day off, the employee will receive holiday pay as provided in subsection (a), or an alternative day off with pay, as mutually agreed between the Employer and the employee.

Hours worked on any holiday recognized in this Agreement are compensated at the rate of double times (2x) the employee's regular rate of pay, and three times (3x) the employee's regular rate of pay if they are working a holiday and on overtime. The holidays to which this applies are New Year's Day, Martin Luther King Jr's Birthday*, President's Day*, Town Meeting day, Memorial Day, Juneteenth, Independence Day, Bennington Battle Day, Labor Day, Columbus Day/Indigenous People's Day*, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

*Indicates the observed federal holiday.

In cases where a Holiday falls on a Saturday, this will be observed on the preceding Friday. Holidays falling on a Sunday will be observed the Following Monday. In cases between the period of 5/1-10/31, a Holiday should fall on a Friday, and the employee has elected to work the optional four (4) day work week, this will be observed on the following Monday.

Commented [JB7]: Not reviewed.

Section 3. Classifications

Employees are classified as ~~Public Works~~Highway Crew, ~~Public Works~~Highway Foreman, and Full-Time, Part-Time. ~~Employees classified as Full Time at the time of the issuance of the certification will remain full time employees unless otherwise agreed.~~

A. CRAFT A DEFINITION FOR PUBLIC WORKS CREW.

B. CRAFT A DEFINITION FOR DPW FOREMAN

~~F. "Full time Public Works Crew employees" Normal workdays during the period beginning November 1st through and including April 30th, all Public Works Crew employees shall work a standard schedule of five (5) consecutive eight (8) hour days, Monday through Friday.~~

- ~~(a) The regular workday shall consist of eight (8) hours, exclusive of unpaid meal periods.~~
- ~~(b) The regular workweek shall consist of forty (40) hours.~~
- ~~(c) No alternative four (4) day work week schedule shall be available during this period.~~

~~During the period beginning May 1st through and including October 31st, the regular workday for Public Works Crew employees shall consist of ten (10) hours when a four (4) day work week is in effect.~~

~~Each member shall be scheduled to work a shift with regular starting and quitting times, unless mutually agreed upon by the Union and the Employer. Full-time employees are eligible for benefits at the regular level. Full-time employees will not be required to work outside of their job classification.~~

~~G. "Full time Foreman employees" Normal workdays during the period beginning November 1st through and including April 30th, all Foreman employees shall work a standard schedule of five (5) consecutive eight and one half (8.5) hour days, Monday through Friday.~~

~~(a) The regular workday shall consist of eight and one half (8.5) hours, exclusive of unpaid meal periods.~~

~~(b) The regular workweek shall consist of forty (40) hours.~~

~~(c) No alternative four (4) day work week schedule shall be available during this period.~~

~~During the period beginning May 1st through and including October 31st, the regular workday for Foreman employees shall consist of ten and one half (10.5) hours when a four (4) day work week is in effect.~~

~~Each member shall be scheduled to work a shift with regular starting and quitting times, unless mutually agreed upon by the Union and the Employer. Full time employees are eligible for benefits at the regular level. Full time employees will not be required to work outside of their job classification.~~

~~H. Any changes to the work schedule will only be made after negotiation and agreement with the union.~~

~~I. Work Schedules for any new positions added during the life of this agreement will be negotiated and agreed to by the union before they are implemented.~~

Section 4. Work call-ins.

~~When an employee is called in and required to work at any time other than their normally scheduled shift, they will be guaranteed a minimum of four (4) hours' work or pay at 1.5x their applicable regular rate of pay. All hours paid for call in during any given work week will constitute "hours actually worked" or "worked time" for the purpose of determining overtime pay eligibility. There will be no "make work" for the purpose of filling up an employee's time. Once the reason they were called in has been addressed, they will be allowed to leave. Employees who are called in will receive the appropriate amount of ready made pay. When an employee is called into work outside of their regularly scheduled shift, the employee will be compensated for mileage at the Internal Revenue Service (IRS) standard mileage rate in effect at the time of travel. Mileage reimbursement shall be calculated from the employees location at the time they are called in to the work location, and for the return trip from the location back to the originating location. Such mileage reimbursement shall be paid in addition to all other applicable compensation, including but not limited to call in pay and overtime.~~

Employees called back to work outside their regularly scheduled shift shall be compensated for actual hours worked at the applicable overtime rate, with a minimum call-back guarantee of () hours at the applicable overtime rate. The Employer retains the authority to assign work reasonably related to operational needs during the call-back period.

Paid call-back minimum guarantees for hours not actually worked shall not be counted as hours worked for purposes of calculating overtime.

Mileage reimbursement shall be provided only where required by the Town's personnel policies or applicable law and shall not apply to ordinary commuting between an employee's residence and the regular reporting location.

Section 5. Breakdowns

~~Employees whose scheduled work shift is affected by a breakdown of equipment owned or controlled by the Employer must be compensated at the appropriate contractual hourly rate during the period of breakdown and until relieved from duty, or the balance of their scheduled shift, whichever is greater. An employee relieved before the end of their regular shift may be reassigned to other work for the balance of the shift.~~

Employees whose work is interrupted due to equipment breakdowns or operational disruptions may be reassigned to other available work consistent with operational needs.

Employees who are directed to remain on duty during such periods shall be compensated for all hours worked in accordance with this Agreement.

Nothing in this provision guarantees employees a minimum amount of work or pay beyond hours actually worked or regularly scheduled hours already commenced.

Section 6. Pay for Meeting Attendance

- 1) Employees will be paid for all hours of attendance at any meetings required by the Employer. Time spent in such meetings will be considered hours actually worked for purposes of computing overtime eligibility.
- ~~2) Employees will be paid for all hours of attendance at any Town Meetings. Time spent at such meetings will be considered hours actually worked for the purposes of computing overtime eligibility.~~

Section 7. Newly Created Work Opportunities

Any time the employer develops a new or newly opened full-time position or schedule, current full-time employees will be given preference to that position through a sign-up bid posted at all locations and advertised via email. The position must be awarded to the most senior full-time employee who signs the bid and is qualified to perform the work. They will have a period of five business days to sign the bid. In the event that no full-time employee selects the positions, any and all part-time employees will be notified prior to the position being advertised to the public, and

part-time employees will have at least fourteen (14) calendar days to consider the position before it is advertised outside of the company. They will be notified in the same manner in which they are notified of any work opportunity. Should such an employee sign onto the position, they must be awarded the position in order of the highest seniority part-time employee, and if no part-time employee signs up. If the employer decides they will offer the position to outside hires who are not qualified, and will require training, they must offer the same training to unqualified internal hires who desire to take the position prior to offering the same to outsiders.

Section 8. Hiring Preferences

Full-time employees who wish to fill a part-time position will be allowed to fill such positions prior to any outside hires.

Commented [JB8]: Not reviewed.

Section 9. Extension of Shifts

~~No member of the bargaining unit will be required to work a shift longer than their regularly scheduled shift. If a member of the bargaining unit voluntarily accepts an assignment that is longer than their shift hours, they shall work the whole assignment which they have accepted. It isn't a violation of this agreement, nor will it be a subject of disciplinary action, in the case of a member of the bargaining unit who refuses to accept an assignment longer than their shift, even in emergency situations.~~

Because the Town provides essential public services, including highway maintenance and emergency response, employees may be required to work beyond their regularly scheduled shifts during emergencies, severe weather, flooding, infrastructure failures, staffing shortages, or other operationally necessary situations as determined by the Employer. The Town will make reasonable efforts to distribute overtime fairly where practicable; however, operational needs and public safety requirements shall govern all overtime assignments.

Section 10. On Call

~~Those employees who are assigned as being "On Call" will receive \$150 (This will not be retroactive and will begin upon the execution of this contract.) for the week they are "On Call". Only during the period of May 1st through and including October 31st, only one member of the bargaining unit will be required to be on call. The on-call list during the period specified will be rotated fairly in seniority order unless mutually agreed to by two members of the bargaining unit. If they are called to report to work, they will receive four (4) hours minimum overtime pay but will not receive additional four (4) hours minimum if they are called back to work within the same four (4) hour block of time.~~

The Town retains sole discretion to establish, assign, modify, and administer on-call schedules based upon operational requirements, emergencies, weather conditions, staffing levels, and municipal needs. On-call assignments shall not be subject to grievance except for claims of arbitrary or discriminatory assignment practices.

Employees called back to work shall be compensated in accordance with applicable overtime provisions, with a minimum call-back guarantee of two (2) hours.

Article 13. Payroll Period / Time Sheets/ Expense Reimbursement

~~Section 1. Assigned Hours and Workweek~~

~~The normal work week will consist of forty (40) hours starting at 12:00 AM Monday up through and including 11:59 PM the following Sunday.~~

~~These days will be consecutive and scheduled as follows:~~

~~Employees covered by this agreement will have the option collectively to elect to work a four (4) day week between May 1st and October 31st for a predetermined length of time throughout that window. Should any member of the bargaining unit not opt for a condensed work week, the entire group will not be eligible for this option. The selection process shall be submitted to the employer no later than the 2nd Friday in April. The employer will be notified in writing, and a copy of this selection will also be provided to the Union by the Employer.~~

~~Public Works Crew will have the option of the following schedules during this period:~~

~~May 1st through and including October 31st.~~

~~Monday— Thursday, four (4) consecutive ten (10) hour days~~

~~Also,~~

~~Foreman will have the option of the following schedules during this period:~~

~~May 1st through and including October 31st.~~

~~Monday— Thursday Four (4) consecutive ten (10.5) hour days~~

~~During the period beginning November 1st through and including April 30th, all Public Works Crew employees shall work a standard schedule of five (5) consecutive eight (8) hour days, Monday through Friday.~~

~~(a) The regular workday shall consist of eight (8) hours, exclusive of unpaid meal periods.~~

~~(b) The regular workweek shall consist of forty (40) hours.~~

~~(c) No alternative four (4) day work week schedule shall be available during this period.~~

~~During the period beginning November 1st through and including April 30th, the Foreman employees shall work a standard schedule of five (5) consecutive eight (8.5) hour days, Monday through Friday.~~

~~(a) The regular workday shall consist of eight (8.5) hours, exclusive of unpaid meal periods.~~

~~(b) The regular workweek shall consist of forty (40) hours.~~

~~(c) No alternative four (4) day work week schedule shall be available during this period.~~

Section 1. Work Hours. The Employer retains the sole authority to establish, modify, assign, and discontinue work schedules, shifts, starting times, and workweeks based upon operational needs, staffing requirements, weather conditions, public safety considerations, and efficient municipal operations.

The Employer may implement alternative work schedules, including four-day workweeks, for some or all employees when the Employer determines such schedules are operationally appropriate.

The Employer may consider employee preferences regarding alternative schedules, but the implementation, continuation, modification, or discontinuation of any alternative schedule shall remain within the discretion of the Employer and shall not be subject to employee vote or approval.

The Employer will provide reasonable notice of permanent schedule changes when practicable.

Section 2. Compensation and Paychecks, Workweek

Compensation will be paid on a weekly basis. Paychecks will be issued no later than Thursday following the closing of the pay period by the end of the day for the preceding weekly pay period.

Section 3. Payroll Deductions

In addition to withholding that may be required by law (e.g., income tax, payroll taxes, child support, etc.), the Employer must make the following payroll deductions following authorization from the employee in the form required by the Employer:

- a. Union dues and initiation fees.
- b. Deposits to a savings account, checking account, IRA, or 403B Plan.
- c. Health Savings Account and Section 125 Cafeteria Plan, and any other benefit.
- d. DRIVE contributions

Commented [JB9]: Not reviewed.

Section 3. Breaks

Each employee will be entitled to thirty minutes of paid break, which will be split up and used at their discretion throughout the day, as well as an unpaid thirty-minute meal period to be taken at the time of the employee's choosing, but within the first six hours of starting work. Employees will be entitled to an additional 15 minutes of paid break for every two hours they work beyond their shift. In addition to these breaks, any employee who works 12 or more hours will be entitled to an additional 30-minute paid meal period.

Commented [JB10]: Not reviewed.

Section 4. Schedule Cancellation

~~When all or part of a DPW Workers scheduled workday is cancelled by the employer, they will receive eight (8) or ten (10) hours of pay for that day, depending on their work schedule indicated in Section 1 of this article. When all or part of a Foremen scheduled workday is cancelled by the employer, they will receive eight (8.5) or ten (10.5) hours of pay for that day, depending on their work schedule indicated in Section 1 of this article. If an employee's workday is not cancelled and they are unable to attend work due to weather, they must notify the employer and may use the scheduled CTO to cover the day. This will not be held against them in any way.~~

The Employer retains the authority to cancel, delay, suspend, modify, or shorten work shifts or operations due to weather conditions, emergencies, equipment failures, operational needs, lack of work, safety concerns, or other circumstances affecting municipal operations.

Employees shall be compensated for actual hours worked and any minimum reporting pay otherwise required by this Agreement or applicable law. The Employer may reassign employees to other available duties consistent with operational needs during scheduled work hours.

Employees who are unable to report to work due to weather or travel conditions shall notify the Employer as soon as practicable and may request use of available accrued leave in accordance with normal leave procedures. Approved use of accrued leave for weather-related absences shall not by itself constitute misconduct; however, employees remain subject to attendance, notice, and operational requirements under this Agreement.

Section 5. Expense Reimbursement

If an employee has incurred any expenses on behalf of the Employer, they must submit the receipt to their supervisor, itemizing the expense, purpose, and date. The rate of mileage reimbursement for work-related travel shall be the rate established by the Internal Revenue Service, as of January 1 of each calendar year. Once the Employee has submitted receipt(s) for expenses, the Employer must make such payment to the employee in the current payroll cycle in which it was submitted.

Commented [JB11]: Not reviewed.

Section 6. Training / Licenses / Travel

- A) For training/licensing required by the Employer, an employee's time in attendance and travel when such travel is outside of the normal work area will be paid. Time spent in required training will constitute "hours actually worked" or "worked time" for the purpose of computing overtime.
- B) Any licensing fees to maintain a license or establish a license will be covered by the Employer.
- C) For elective training, which is approved by the employer as being work-related and beneficial to the Employer, the employee's mileage and tuition will be reimbursed upon satisfactory completion of the course.

D) For travel that includes tolls/ferry fees, this expense will be reimbursed to the member in the following payroll cycle.

Commented [JB12]: Not reviewed.

Employees shall be required to maintain an active cell phone and data service plan to conduct Town business. Employees will receive an allowance of Fifty (\$50) per month to help cover expenses incurred to maintain an active phone and data plan. The Employee will not be required to provide documentation or receipts in connection with this allowance and shall have total discretion over expenditure on the allowance. Payment will be made in the first payroll period of each month beginning the first payroll period after ratification of this agreement.

Commented [JB13]: Not reviewed.

Section 7. Attendance

~~Punctual and regular attendance is an essential responsibility of each employee. Employees are expected to report to work as scheduled, on time, and prepared to start working. Employees are also expected to remain at work for their entire work schedule. If, and only if, an employee is unable to cover time away from work with paid time off, they will be subject to discipline upon reaching eighty hours in a one-year period of time.~~

Punctual and regular attendance is an essential function of employment. Employees are expected to report to work as scheduled, on time, prepared to work, and to remain at work for their scheduled shift unless excused by the Employer.

Employees who are unable to report to work or who will be late must notify the Employer as soon as practicable in accordance with Town procedures. Excessive absenteeism, tardiness, failure to provide proper notice, abuse of leave, or patterns of attendance that interfere with municipal operations may result in discipline, regardless of the availability of paid leave.

Article 14. Bereavement Leave

Section 1. Bereavement Leave

An employee must be granted up to five (5) regular workdays off with pay in the event of the death of a member of the employee's immediate family. For this Section, the term "immediate family" means spouse or civil union partner, domestic partner, child, stepchild, foster child, parent, stepparent or parent-in-law, grandparent, aunt, uncle, niece, nephew, grandparent-in law, grandchild or sibling. Days taken will be scheduled at the discretion of the employee and need not be consecutive.

Commented [JB14]: Not reviewed.

Article 15. Unpaid Leave of Absence

Section 1. Leave Requests

Any employee desiring unpaid leave of absence for personal reasons may request such leave from the Employer and the Union. Both parties must mutually agree to such leave of absence, and the maximum leave of absence shall be ninety (90) days, which may be extended an additional thirty (30) days upon mutual agreement of the Employer and Union. A request for a leave of absence must be in writing, stating the length of the leave requested, the general reason for the leave, and the expected return to work date. Leave will not be granted to engage in other employment, except as may be required by law. An employee on unpaid leave is not eligible to receive or accrue pay, benefits, or paid time off, but may continue in any insurance plan by paying the required premium. Unpaid leave granted under this section shall be in addition to any unpaid leave that may be available to the employee under the provisions of applicable state or federal law.

Commented [JB15]: Not reviewed.

Section 2. Time Off for Official Union Business

~~The Employer agrees to grant necessary and reasonable time off, without pay and without discrimination or loss of seniority rights, to any Employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business. The Union's consideration of the reasonableness of the request for time off for Union activities may include such factors as the number of Employees affected, so there will be no interruption of the Employer's operations.~~

~~The Employer agrees to grant the necessary time off without loss of seniority to any employee who is appointed or elected to a full-time paid Union representative position.~~

Employees designated by the Union may request unpaid leave to attend official union conventions, training programs, or other union business. Any such leave shall be subject to prior Employer approval based upon operational needs, staffing requirements, scheduling considerations, emergency response obligations, and the Town's ability to maintain municipal services. Approval shall not be unreasonably denied where the requested absence will not materially interfere with operations.

Article 16. Statutory Leave

Section 1. Newborn, Adoption, and Dependent Care Leave of Absence

A. During any 12 months, an employee who meets eligibility criteria established by the Vermont Parental and Family Leave Act ("VTPFLA"), 21 VSA Section 472 et seq. or, if applicable, the federal Family and Medical Leave Act ("FMLA"), is entitled to take unpaid leave for a period not to exceed 12 weeks during any twelve (12) month period and the threshold to qualify for such leave is 750 hours in a year.

1. For parental leave, during the pregnancy of an employee or their spouse and/or following the birth or miscarriage of an employee's child, or within a year following the initial placement of a child 18 years of age or younger with the employee for adoption or foster care.

2. For family leave, for the serious illness of the employee or the employee's family member.

B. During the leave, the employee may use accrued paid time off leave at the employee's discretion, consistent with existing provisions of this Agreement. Utilization of accrued paid time off leave shall not extend the leave provided herein.

C. Employee eligibility for insurance will continue for the duration of the leave, and insurance coverage will continue with the employee paying the regular employee contribution (if any) and the Employer paying the regular Employer contribution.

D. In the case of the birth of a newborn or adoption, the employee shall give reasonable advance notice of intent to take leave before the anticipated commencement of the leave. In the case of leave requested due to serious illness of the employee or a family member, the employee may be required to provide a physician's certification to verify the condition, amount, and necessity for the leave requested.

E. The employer may not mandate that an employee use unpaid leave congruently with workers' compensation when an employee is out of work due to a compensable work injury.

An employee may return from leave earlier than estimated with prior notification to their supervisor. An employee who initially requests leave of less than twelve (12) weeks but later determines a need to extend the leave to twelve (12) weeks, must be granted an extension upon reasonable written notice.

Section 2. Short-Term Family Leave

An employee who meets eligibility criteria established by Vermont statute, 21 VSA Section 472a is entitled to take unpaid leave, not to exceed four hours in any 30 days and not to exceed 24 hours in any 12 months for the following purposes: to participate in preschool or school activities directly related to the academic advancement of the employee's family member, or to accompany the

employee's family member to routine medical or dental appointments; or to accompany the employee's family member to appointments related to their care of well-being; or to respond to a medical emergency involving the employee's family member. Employees shall submit requests for leave for child-related school activities or professional service appointments as far in advance as possible under the circumstances.

Section 3. Town Meeting Leave

An employee who meets eligibility criteria established by Vermont statute, 21 VSA Section 472b, has the right to take unpaid leave from employment, or can use CTO for the purpose of attending their annual Town meeting, provided the employee notifies the Employer at least seven (7) days before the date of the Town Meeting.

Section 4. Leave, crime victims.

An employee who meets eligibility criteria established by Vermont statute, 21 VSA Section 472c, is entitled to take unpaid leave for the purpose of attending a deposition or court proceeding related to a criminal proceeding in cases where the employee is a 'victim' as defined in 13 VSA §5301 and the employee has a right or obligation to appear at the proceeding; or to attend a relief from abuse hearing pursuant to 15 VSA §11-3 when the employee seeks the order as a Plaintiff.

Section 5. Use of Paid Leave

The employee may use accrued paid leave to cover any approved absence under this Article, provided that such leave is used in increments of at least one (1) hour.

Section 6. Legislative Leave

Any person who, to serve as a member of the General Assembly, must leave their full-time position in the employment of the Employer, is entitled to temporary or partial leave of absence for the purpose of allowing such employee to perform any official duty in connection with their elected office. Such leave of absence must not cause loss of job status, seniority, or the right to participate in insurance and other employee benefits during the leave of absence.

An Employee who intends to seek election to the General Assembly must comply with all the notice requirements of 21 V.S.A. §496.

Section 7. Voluntary Firefighter and EMT Duty

Any employee who acts as a volunteer firefighter or ambulance worker/first responder may respond to calls in their general area in the case of an emergency without any retaliation or disciplinary action by the employer.

Section 8. Bereavement Leave

Employees may take a leave of absence from employment due to the death of a family member that occurs not more than one year after the family member's death. Bereavement leave includes

leave taken in relation to the administration or settlement of the deceased family member's estate. Leave taken in relation to the administration or settlement of the deceased family member's estate shall not occur more than one year after the family member's death.

Section 9. Definitions

Family member for the purpose of this section means, regardless of age, an employee's biological, adopted, or foster child; an employee's stepchild or legal ward; a child of the employee's spouse or civil union or domestic partner; or a child to whom the employee stands in loco parentis, regardless of legal documentation; an individual to whom the employee stood in loco parentis when the individual was under 18 years of age; or any individual for whom the employee provides caregiving responsibilities similar to those of a parent-child relationship, a parent of an employee or an employee's spouse or civil union or domestic partner, regardless of whether the relationship to the employee or the employee's spouse or civil union or domestic partner is a biological, foster, adoptive, or step relationship, a legal guardian of an employee or employee's spouse or civil union or domestic partner; or a person who stands in loco parentis for the employee or who stood in loco parentis when the employee or employee's spouse or civil union or domestic partner was under 18 years of age, a person to whom the employee is legally married under the laws of any state or a civil union or domestic partner of an employee, or a grandparent, grandchild, or sibling of the employee or the employee's spouse or civil union or domestic partner, regardless of whether the relationship to the employee or the employee's spouse or civil union or domestic partner is a biological, foster, adoptive, or step relationship.

Article 17. Court Appearances

Section 1 - Jury Duty.

Employees on jury duty will be paid at their normal pay rate, less than any payment received from the court, for the duration of any service on a jury. This payment will not exceed forty (40) hours in a given work week. Employees will be compensated for lost hours only. Employees on second shift will not be required to attend work after the completion of jury duty on any given day. Employees on third shift must designate with the employer the day that they will receive off when they work jury duty, but it will be the day immediately before, or the day immediately following their service.

Employees who are called for jury duty shall notify their supervisor and provide their supervisor with a copy of the jury duty summons as soon as practicable so that adequate plans can be made to provide coverage. In order to receive payment as set forth above, the employee may be required to provide the employer with a copy of the notice or summons if it is requested.

While serving on jury duty, the employee is deemed present for the purpose of accumulating benefits.

Section 2. Required Court Appearances.

Whenever an employee is required to testify in court on the Employer's business or appear under subpoena to testify on matters relating to the Employer's business, the employee must be compensated for all the employee's scheduled work hours that they cannot work on that day.

Commented [JB16]: Not reviewed.

Article 18. Military Leave

Section 1. Benefits while on leave are protected by USERRA.

Employees in the military of the United States, including the National Guard, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act, must be granted all rights and privileges provided by USERRA and any other applicable state and federal laws.

If an employee and their family are not eligible for medical benefits through the United States, the employee's healthcare will be paid for a period of up to 12 months in the event they are called to perform military service, and they will remain on the seniority list without a break for the duration of that service, regardless of the length of such service.

Employees who are called to any form of military service or obligation, and whose normal weekly pay exceeds any military service pay, will be offered a pay differential that will raise their net pay to the same amount that they would receive if they were regularly employed by the Employer. In the case where employees must miss work time due to temporary drill duties, they will be compensated for the missed work time. This compensation will not be taken from an employee's accrued CTO hours. Employees who are departing for or returning to any form of military service or obligation will be designated a travel day at the beginning and end of their service, which will be included in their paid military leave.

Employees out on military leave for any duration will continue to maintain and accrue seniority for the duration of the leave.

Section 2. Qualifying Exigency Leave

For 12 months, an employee shall be entitled to take unpaid leave for a period not to exceed twelve (12) weeks for a qualifying exigency as defined in 29 C.F.R. § 825.126 that is related to active-duty service by a family member in the U.S.

Commented [JB17]: Not reviewed.

Article 19. Uniforms

Section 1. Uniform garments

Employees must be provided with uniform items by the employer, as is consistent with the current practice, except as indicated within the agreement. The Employer must maintain the uniform. The uniform package is understood to include both indoor and outdoor items, including items to keep employees safe during inclement weather. Employees will be allowed to attach Velcro patches to their vests with American Flags and/or Teamsters logos.

Footwear and Uniform Allowance:

There will be an annual uniform allowance that also includes footwear of \$1500 per contract year to provide for each employee to purchase their pants and safe work boots of their choice. This will be a stipend to employees no later than the last pay period in August.

Commented [JB18]: Not reviewed.

Commented [JB19]: Not reviewed.

Article 20. Safety, Training, and Equipment

Section 1. Unsafe Equipment

An employee must promptly notify the Employer in writing of any defective equipment or equipment-related problems. No employee will be required to operate an unsafe vehicle or other equipment they reasonably and objectively believe to be unsafe. The Employer agrees that it will not require any employee to take out onto the highway any vehicle that is in an unsafe condition.

Section 2. Tagging of Equipment

Any equipment that is found to be unsafe shall be appropriately tagged and reported to the designated Employer Supervisor so that it cannot be used by other employees until the equipment has been repaired.

Maintenance records must be made available upon request.

Section 3. Employed Equipment

It will not be a reason for discipline if an employee refuses to operate a vehicle if such a vehicle is not equipped with the safety appliances prescribed by law.

If the employee writes up defects on their vehicle condition reports and no consideration is given to the defects noted, the matter shall be reported to the Union, and the Union and Employer must meet to discuss the adjustment of the matter.

All vehicles equipped with air conditioning/heat must have a properly working air conditioning/heat system. All vehicles in service between November 1st and April 30th must be equipped with tires rated by the manufacturer for winter service.

All vehicles in service must be supplied with the following equipment in addition to those items required within a commercial vehicle by law, with a proper storage compartment for the same:

- Fire extinguisher
- Shovels
- Snow Brush
- Handheld direct current rechargeable flashlight

The employer will offer a training program on an annual basis for each member of the bargaining unit to safely and effectively direct traffic on company property if such is a required duty that members must engage in. No member of the bargaining unit will be permitted to do so until they have completed this training.

The Employer will provide a minimum of three (3) functioning two-way radios, along with an adequate supply of batteries to ensure continuous operation throughout the entire shift, for communication with bargaining unit members and the Town.

Article 21. Worker's Compensation Claims

Section 1. Mandatory Coverage

The Employer must provide workers' compensation coverage for all bargaining unit employees.

The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. Any employee who sustains a work-related injury shall report the event to their supervisor, or the Employer Representative, as soon as possible, under normal circumstances, no later than the end of the shift.

Section 2. Injury on the Job

An employee injured on the job who is sent home or to a hospital, or who otherwise requires medical attention and cannot complete the assignment, will receive their applicable hourly rate for the balance of their regular shift or until they have been evaluated by a physician, whichever happens last. The employer agrees to schedule Temporary Alternate Work assignments for those employees who are injured on the job in the same manner as they have in the past.

Section 3. Transport

The Employer agrees to provide any employee injured on the job with proper transportation from the job site to the medical facility and return to the job site or the employee's home, if required.

Section 4. Required Information

The Employer agrees to supply to the injured employee with an information sheet giving the names, addresses, and phone numbers of the Company's workers' compensation representative and any other pertinent information related to claim payment.

Section 5. Continuance of Benefits

The Employer must continue the employee's Employer group medical health plan for up to twelve (12) months, at the employer's contribution of the plan cost, while the employee is absent due to a work-related injury.

Commented [JB20]: Not reviewed.

Commented [JB21]: Not reviewed.

Article 22. Extra Contract Agreement

~~The Employer agrees not to enter into any agreements individually or as a group with its employees that are in contradiction to this Agreement or which address issues that are to be bargained over with the unit's certified representative. Any such agreements are invalid as they are outside of the contractual agreement.~~

The Employer will not enter into individual agreements with bargaining unit employees that are intended to waive, modify, or undermine the material terms of this Agreement or the Union's status as the exclusive bargaining representative with respect to mandatory subjects of bargaining.

Nothing in this provision shall prohibit the Employer from communicating directly with employees; issuing operational directives; administering personnel matters; resolving disciplinary or grievance matters; entering into lawful settlement agreements; providing temporary accommodations; or addressing individual employment matters consistent with this Agreement and applicable law.

Article 23. Complete Agreement

~~The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are outlined in this Agreement. The Employer and the Union may, upon completion of this Agreement, mutually agree to negotiate individual side agreements relating to issues not raised in negotiations which are mandatory subjects of bargaining affecting the bargaining unit. The parties further agree that any agreements negotiated by mutual agreement during the term of this Agreement will be subject to ratification by the parties. The employer and the union agree that any change in the mandatory subject of bargaining would not be contrary to the clear or implied language of this agreement must be negotiated between the parties.~~

The parties acknowledge that during negotiations leading to this Agreement, each party had the opportunity to make proposals and bargain with respect to wages, hours, terms and conditions of employment, and other mandatory subjects of bargaining. This Agreement constitutes the full and complete agreement between the parties and supersedes all prior negotiations, understandings, and agreements concerning matters addressed herein. During the term of this Agreement, neither party shall be obligated to bargain further with respect to any subject or matter referred to or covered in this Agreement, except as otherwise expressly required by law or expressly provided in this Agreement.

The parties may mutually agree to negotiate written side agreements during the term of this Agreement. Any such side agreement must be reduced to writing and signed by authorized representatives of both parties.

Nothing in this provision shall diminish the Employer's management rights reserved elsewhere in this Agreement.

Article 24. Savings Clause

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

Article 26. Employee Conduct

GENERAL:

Employees and the Employer must comply with the provisions of this Article.

Section 1. Drug Free Workplace.

Every employee of the Employer is prohibited from engaging in the manufacture, distribution, possession and/or use of a controlled substance or alcohol in the workplace, or being under the influence of illegal drugs, a controlled substance, or alcohol, including but not limited to the improper use of prescription drugs, while performing job related duties on the organization's property and/or in its vehicles, and/or while conducting any organization business.

All employees are encouraged to make use of generally available counseling and treatment resources for substance abuse problems.

The employer agrees to work with employees who identify themselves as suffering from substance abuse issues, and will work with employees as they complete a drug and alcohol rehabilitation program as directed by an SAP, and agree to allow such employees to have an unpaid leave of absence until cleared to return to duty by the SAP.

Section 2. Sexual Harassment

The Employer and the Union agree that all employees have the right to work in an environment free from all types of discrimination, including sexual harassment. The Employer prohibits sexual harassment of employees in any form. It is also illegal under state and federal law for any employee, male or female, to sexually harass another employee. Such conduct may result in disciplinary action up to and including dismissal.

No supervisor or member of management will ever threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, assigned duties, or any other condition of employment or career development.

The Employer also prohibits retaliation against employees who bring sexual harassment charges or assist in investigating charges. Any employee who brings a sexual harassment complaint or who assists in the investigation of such a complaint will not be adversely affected in terms and conditions of employment, nor be discriminated against or discharged because of the complaint.

If an allegation of sexual harassment or retaliation is found to be credible, the Employer will take appropriate corrective action. The employer will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. Any employee or supervisor who has been found to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a warning to dismissal.

Any employee who believes they have been the target of sexual harassment or retaliation may also file a complaint by writing or calling any of the following state or federal agencies:

1) Vermont Attorney General's Office, Civil Rights Unit, 109 State Street,

Montpelier, VT 05602, (802) 828-3171; or

2) Equal Employment Opportunity Commission, 1 Congress Street, Boston, MA 02114, (617) 565-3200.

During the pendency of any investigation into workplace violence or sexual harassment claims made against a member of the bargaining unit by another member of the bargaining unit, the employer must not station the members at the same duty station or in a duty station where they would be expected to come into regular contact with each other during the routine execution of their duties.

Section 3. Theft

Any proven occurrence of employee theft, affecting the workplace or the Employer's clients, may result in disciplinary action, up to and including dismissal.

Section 4. Job Safety and Seat Belts.

Good health and safety are in everyone's interest. Dangerous circumstances or practices must be reported by an employee to their supervisor immediately.

A new employee will receive a safety orientation relating to the responsibilities and equipment required for their job, as well as the location of first aid supplies. The Employer will provide ongoing safety training sessions, which staff will be required to attend.

The Employer's safety and health mission is to ensure that its facilities and operations are safe for employees. The Employer's goal is zero lost-time accidents. The objectives of the Employer's commitment to workplace safety and health are as follows:

The safety and health of our employees are considered a priority.

As a condition of employment, each employee is expected to conduct their daily tasks in a manner that is consistent with this priority on safety.

Each employee is required to comply with safety rules and procedures; and

The Employer will communicate safety rules and procedures clearly to all employees.

Proper use of seat belts and shoulder harnesses is always required for all employees when, for any purpose or business of the organization, they are operating or riding as a passenger in any motor vehicle if such is available.

The Employer agrees to provide current and up-to-date policy, safety, operations, and any other type of manual needed in daily operations.

Section 6. Safety and Training, and Bill of Rights

The members of the bargaining unit have the right to certain employer-paid training, working conditions, and a safe work environment.

1. Members of the bargaining unit have the right to pay for a fair day's work.
2. All bargaining unit members will be always treated with dignity and respect by members of management, each other, and members of the public.
3. All members of the bargaining unit have the right to be issued sufficient safety items upon request to complete their duties, including Yak-Trax, Hard Hats, Safety Glasses / Goggles, Hearing Protection, Respirators / Masks, and hydration supplies.
4. Bargaining unit members have the right to maintain possession of their communication devices.

Commented [JB22]: Not reviewed.

Article 27. Paid Time Off

Section 1. Definitions and Procedures:

Combining Time Off combines most paid time off into a single program that gives members of the bargaining unit individual responsibility and flexibility in the management of paid time off.

CTO provides paid time off for sick time and personal days. Members of the bargaining unit may accrue Combined Time Off and roll over any unused hours into the next contract year, not to exceed forty (40) hours.

Section 2. Accrual

All bargaining unit members are eligible to accrue CTO at the below indicated rates for every hour worked.

29-1 CTO Accruals

Years of Service	Per month	Per Contract Year
0-5 Years	8.00 Hours	96 Hours
5-10 Years	9.33 Hours	112 Hours
10+ Years	10.66 Hours	128 Hours

Employees will begin accruing CTO from the start of employment.

The standing practice of CTO being preloaded for each employee at the beginning of the Calendar year will remain the current practice for the duration of this agreement.

Employees accrue CTO for each pay period as provided for within this article. An employee earns a portion of a CTO hour for each worked hour and each paid time off hour used. The minimum amount of paid time for which CTO is earned is a quarter hour.

The accrual rates for employees are based on years of service as indicated in the chart above.

Section 3. Compensated Hours Exempt from CTO Accrual

CTO is not accrued on hours paid under short-term disability, long-term disability, and workers' compensation programs; it does not accrue during an unpaid leave of absence; and it does not accrue on hours converted to cash through the CTO Cash-in option in this agreement.

Section 4. Use and payment of CTO

CTO will be used for scheduled absences such as vacations, planned personal absences, and scheduled medical absences or appointments, as well as unscheduled absences such as reporting to work late, unplanned illness, appointments without notice, family emergencies and transportation problems and members of the bargaining unit will not be disciplined for any absences which are covered entirely with the use of CTO time. Additionally, there will be no

disciplinary action on the part of the employer when an employee leaves before the completion of their shift due to the sudden onset of illness. In addition, CTO may be used to supplement hours while on unpaid leave of absence and during times when other leave benefits, such as short-term disability, have been exhausted. CTO must be used to supplement an employee's worked hours so that the total paid hours in any pay period are equal to their regularly scheduled hours, except in cases where law or town policy allows the employee to take the time as unpaid. CTO hours may not be used to cover extra shifts for which the employee calls out. All CTOs will be paid out at an employee's regular rate of pay but will count as hours worked for the computation of overtime.

Employees will accrue CTO hours on all paid hours beginning on the date of hire. CTO usually will not be granted during the first three months of employment.

If an employee picks up an extra shift in the pay period in which CTO time has already been taken, that employee is able to request the actualized CTO time to be credited back to their bank.

Section 5. Separation Pay

Upon separation from employment other than layoffs, an employee will be paid for all CTO remaining in their CTO bank at one hundred percent (100%) of its value based on the employee's regular rate of pay. Any hours scheduled to be cashed in at the time of separation will also be paid in the employee's last check.

Section 6. Voluntary Absence

When excess staffing exists, voluntary absence may be substituted for scheduled hours at the employee's discretion.

Section 7. CTO Cash-in

Employees may opt to exchange some of their CTO hours for wages. Employees must notify the employer no later than two weeks ahead of the closing of the last pay period of the year. The notification will include the number of hours that they desire to 'cash out'. This cash out will be a lump sum paid in a separate check from the rest of the employees' wages in the last pay period of the calendar year. All hours cashed in will be deducted from an employee's CTO bank.

Section 8.

Employees may carry over unused CTO hours into the following calendar year up to forty (40) hours.

Section 9. Vacation and Scheduling of CTO Time

All employees will be allowed to schedule CTO on a first-come, first-served basis at any time. The employer will see to it that at least one person is allowed off on any given day.

Employees should schedule their requests for at least seven days before the day they are seeking to take off. Still, in the case of an employee requesting time off 30 or more days before the day of

use, the employee will immediately be granted the time they are requesting if it is available per the stipulations of this section.

Section 10. Vacation Time

Vacation Accrual Schedule	
Years of Service	# of weeks
0-4	2
5-9	3
10+	4

An employee may not take a vacation during the employee’s probationary period. Leave must be taken in a minimum of 8 or 10-hour increments. Employees are strongly encouraged to take an annual vacation. Vacation requests must be pre-approved and should be submitted to the employee's supervisor as soon as possible, but not less than 2 weeks in advance of the requested time off. If an employee does not use all the employee's accrued vacation leave in a year, the employee may carry unused, accrued vacation leave into the next year, up to a maximum of 240 hours. Any unused, accrued vacation leave that exceeds the maximum amount of 240 hours carried forward will be forfeited. An employee who resigns from employment with the Town will be compensated for unused accrued vacation leave, with the exception that any employee who is terminated during their probationary period will not be entitled to compensation for any accrued vacation time.

Section 11. Comp Time

The employer will continue the practice of allowing for comp time and will follow all rules outlined in the FLSA. When an employer works beyond forty hours per week, they may choose to be compensated with comp time instead of overtime at a rate of 1.5 hours of comp time for every hour of overtime worked. This comp time will be received instead of overtime pay.

The decision of how to designate hours is based solely upon the preference of the employee. Employees may have up to 40 hours at any given time set aside in this bank, but any hours designated as comp time that would put the employee over 80 hours will be paid out as overtime in the employees’ regular pay.

When used, comp time will be paid at an employee’s regular rate of pay and will be considered as hours worked for the purpose of calculating overtime. Comp time may be used for any reason that CTO may be used for.

Article 28. Insurance

Section 1. Health Insurance Coverage

The employer shall continue to provide health insurance coverage to all eligible full-time employees through the Blue Cross Blue Shield Standard Gold plan, or a plan that is equivalent in benefits, coverage, and provider network.

The Employer agrees to maintain the current cost-sharing arrangement of:

- Seventy-five percent (75%) Employer contribution, and
- Twenty-five percent (25%) Employee contribution

for the duration of this Agreement.

The employer shall not unilaterally change insurance carriers, plan design, or cost-sharing structure without prior negotiations and agreement with the Local Union.

Section 2. Employee Opt-Out Incentive

Any eligible employee who voluntarily elects to decline enrollment in the Employer-provided health insurance plan will receive an annual payment of Five Thousand Dollars (\$5,000.00), subject to the following conditions:

- a. The employee must provide proof of alternative health insurance coverage that meets minimum essential coverage requirements as defined by applicable law.
- b. The opt-out payment shall be paid no later than the last pay period in November, or as otherwise mutually agreed between the Employer and the Union.
- c. Employees who elect to opt out may re-enroll in the Employer's health insurance plan during the next open enrollment period, or sooner in the event of a qualifying life event, consistent with the plan rules and applicable law.
- d. If an employee who has opted out loses their alternative coverage, they may immediately enroll in the Employer's plan, and the opt-out payments shall be prorated accordingly.

Section 3. Maintenance of Benefits

The Employer agrees that the health insurance benefits provided under this Article shall not be reduced during the term of this Agreement. Any proposed change must be negotiated with and agreed upon by the Union before implementation.

Section 4. Eligibility

Eligibility for health insurance coverage and the opt-out incentive shall be consistent with current past practice and plan requirements, unless otherwise negotiated with the Union.

Commented [JB23]: Not reviewed.

Article 29. Wages, Incentives, and Differentials.

Section 1. Shift Differential

Effective immediately, the Shift Incentives for all bargaining unit members will be as follows:

Any Employee working outside of the normal shift hours will receive a \$3 per hour shift differential for all hours worked between 7 PM and 7 AM, added to their applicable rate of pay.

Section 2. Wages

Employees will receive raises in accordance with the step-scale attached as an appendix to this agreement.

The years will be calculated on a _____ to _____ basis. The scale will be implemented on _____ 2026 and pay rates will be calculated and retroactive to that date. The scale will move annually on _____ of the year in all years thereafter and employees will receive the appropriate rate in accordance with their years of service on that date.

Once per year, on the anniversary of their date of hire, they will move to their next rate of pay in accordance with their longevity.

Section 3. Acting Foreman Compensation

When a Foreman is absent for any reason, and a bargaining unit employee is assigned by the employer to perform the duties and responsibilities of the Foreman, that employee will receive compensation as follows:

- An additional One Hundred Dollars (\$100.00) for each full workweek in which they perform the Foreman role; or
- A prorated amount of \$20.00 per day for each day the employee performs the Foreman role if the assignment is less than a full workweek.

This compensation shall be paid in addition to the employees' regular rate of pay and any other applicable premiums or overtime.

Assignment to perform the Foreman duties must be clearly designated by the Employer.

Commented [JB24]: Not reviewed.

Article 30. Retirement

Effective _____, the Employer will pay one hundred percent (100%) of the required employee contribution to the Vermont Municipal Employees' Retirement System (VMERS) Plan B on behalf of all employees covered by this Agreement.

1. Employer-paid contributions shall be made in addition to the Employer's required contributions under VMERS.
2. Employee contribution rates shall remain unchanged for purposes of benefit calculation, but employees will not be required to make out-of-pocket contributions.
3. These payments shall be treated as "pick-up" contributions in accordance with applicable IRS regulations, where permissible.
4. Employer payment of employee contributions shall not reduce or otherwise diminish credited service, average final compensation calculations, or any other benefit under VMERS.
5. This provision shall apply to all current and future employees covered by this Agreement.

Commented [JB25]: Not reviewed.

Commented [JB26]: Not reviewed.

Article X. Assessments

Project Work Safe will conduct a full and comprehensive Job Hazard Analysis within one hundred eighty (180) calendar days following the ratification of this Agreement. The purpose of this analysis is to identify, evaluate, and mitigate workplace hazards to ensure the highest standards of health and safety for all employees. The Union will be provided with the results of the analysis and allowed to review and provide input on any recommended corrective actions before implementation.

The Employer will continue to maintain a workplace safety program consistent with applicable law and recognized workplace safety practices. The Employer may utilize qualified safety professionals, governmental safety resources, consultants, insurers, or programs, including resources available through Vermont Project WorkSAFE, to assist in evaluating workplace safety, training needs, hazard identification, or compliance matters.

The Union may submit safety concerns or recommendations for the Employer's consideration; however, the Employer retains sole authority to determine whether and when any workplace safety assessment, job hazard analysis, safety audit, training initiative, or corrective action will be conducted or implemented. Nothing in this provision shall limit the Employer's authority to implement safety-related operational decisions or corrective measures.

Article X. Longevity Pay

The Town of Stockbridge will pay a longevity bonus for all eligible members of the bargaining unit. Eligibility will be determined by years of service according to the following schedule:

Commented [JB27]: Not reviewed.

\$50.00	Per week	After 2 years of service
\$75.00	Per week	After 5 years of service
\$100.00	Per week	After 10 years of service
\$125.00	Per week	After 15 years of service
\$150.00	Per week	After 20 years of service

Article X. Wage Equity for New Hires

Section 1. Purpose

The purpose of this Article is to ensure equitable compensation among employees performing similar work. The Union and the Town agree that no current employee should be paid less than a newly hired employee in the same classification.

Section 2. Wage Parity Requirement

If the Employer hires a new employee into a classification covered by this Agreement at a rate of pay higher than any existing employee in the same classification or performing substantially similar duties, the Employer will adjust the wage of the existing employee(s) to match the higher rate of pay offered to the newly hired employee.

Section 3. Scope of the Adjustment

- A. This adjustment shall apply to all current employees within the same job classification or those performing substantially similar work.
- B. Wage adjustments will be made regardless of seniority status, provided the employee meets the minimum qualifications and is actively employed in the role.

Section 4. Timing of Adjustment

Any wage adjustment required under this article shall be implemented no later than the start of the first full pay period following the newly hired employees' date of hire.

Section 5. Non-Reduction Clause

This article will not be construed to permit the reduction of any employee's wages. All adjustments shall be upward only.

Section 6. Transparency and Notification

The Town will notify the Union in writing of the starting wage of any newly hired employee within five (5) business days of hire. Upon request, the Town shall provide sufficient information to verify compliance with this Article.

Section 7. Dispute Resolution

Any disputes arising under this Article shall be subject to the grievance and arbitration procedures outlined in this Agreement.

Appendix A. Wages

Classification

Public Works Crew

	\$
YEAR ONE	32.00
	\$
YEAR TWO	34.00
	\$
YEAR THREE	36.00

FOREMAN

	\$
YEAR ONE	35.00
	\$
YEAR TWO	37.00
	\$
YEAR THREE	39.00

Commented [JB28]: Not reviewed.