

Agenda Summary
July 10, 2024

Agenda Item No. A-6
IBEW Contract Ratification

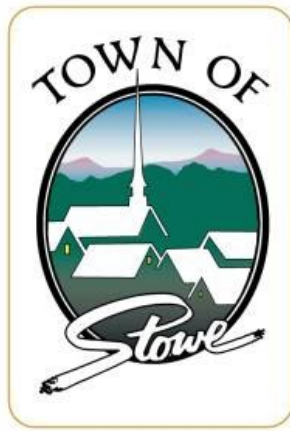
Summary: The IBEW has approved the enclosed three-year contract. IBEW employees include the highway, Fire/EMS, Library, Water, and Wastewater employees. The contract adjusts wages to current market conditions to help attract and retain employees. It also recognizes the merger of Fire/EMS. All full-time Fire/EMS employees will be cross-trained and serve both roles. Finally, it requires all employees to pay 10% of their health insurance premiums.

Town Plan Impact: N/A

Fiscal Impact: \$200,000 +/- in additional compensation that will be covered by the FY'25 General Fund, Water Fund, and Sewer Fund contingencies.

Recommendation: Move to approve the enclosed IBEW contract from 7/1/24 to 6/30/27.

**An Agreement
by and between
the Town of Stowe, Vermont**



and

**the International Brotherhood
of
Electrical Workers Local 300**



July 1, 2024 - June 30, 2027

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PREAMBLE

Whereas, the International Brotherhood of Electrical Workers Local 300 (hereinafter "Union") filed a petition for election of collective bargaining representative on behalf of a group of employees of the Town of Stowe (hereinafter "Town") with the Vermont Labor Relations Board on July 25, 2000; and

Whereas, the Vermont Labor Relations Board issued a findings of fact, opinion and order regarding the composition of said Union dated November 2, 2000; and

Whereas, the Vermont Labor Relations Board issued an order of certification (Docket No. 00-49) dated December 14, 2000, following an election held on November 28, 2000; whereby the Union was certified as the exclusive bargaining representative of a group of employees of the Town of Stowe; and

Whereas, both the Town and the Union desire to establish an effective collective bargaining relationship between them, to provide means for the amicable settlement of grievances and disputes, to set the classification and wage schedule of bargaining unit members, and to provide reasonable and fair working conditions for such employees.

Now therefore, in consideration of the mutual promises and agreements herein, the parties hereby enter into a new Agreement and agree as follows:

Article 1. Definitions

1.1 Grievance shall mean a claim or dispute involving the application, meaning or interpretation of any portion of this Agreement.

1.2 Initial probationary period shall mean the time frame during which an employee is being evaluated by the Town to determine if they are suitable for the position hired. This period shall be for a minimum of six (6) months from the date of hire and may be extended for up to one (1) year maximum from the date of hire.

1.3 Probationary employee shall mean an employee who is serving an initial probationary period and is not entitled to any grievance proceedings as set forth herein and is not subject to a "just cause" standard for discharge.

1.4 Provisional employee shall mean a regular full-time employee who has been promoted or voluntarily transferred to another position within the Bargaining Unit, during which time (not to exceed six (6) months) they shall be evaluated by the Town to determine if they are suitable for that position while being entitled to the grievance proceedings as set forth herein and all other benefits applicable under this Agreement.

1.5 Regular full-time employee shall mean an employee who has completed their initial probationary period and is scheduled to work a minimum of forty (40) hours per week, fifty-two (52) weeks per year, leave time notwithstanding.

1.6 Regular part-time employee shall mean an employee who has completed their probationary period and is scheduled to work at least one thousand five hundred sixty (1,560) hours per calendar year, but less than forty (40) hours per week for fifty-two (52) weeks per year.

1.7 Sexual harassment shall mean an unwelcome sexual advance or other verbal or physical conduct of a sexual nature that interferes with an employee's work performance or behavior that creates an intimidating, hostile or offensive work environment; or a request for sexual favors made either explicitly or implicitly as a condition of employment; or inappropriate remarks about a person's clothing, body or sexual activities; or repeated leering or ogling; or unwelcome and offensive touching, patting or pinching of another person's body parts; or any type of assault of a sexual nature.

1.8 Temporary assignment shall mean a job assignment that differs from the employee's regular job description due to increased responsibility. A temporary assignment shall be classified as such when its duration is more than eight (8) consecutive work hours and less than one thousand forty (1,040) work hours, but this may be extended upon mutual agreement of both parties.

1.9 Light duty assignment shall mean a job classification that requires less than normal physical exertion due to a physical impairment or medical condition as certified by a qualified physician.

1.10 Creditable service shall mean the actual time for which an employee is compensated by the Town, to include all forms of paid leave. It shall not include overtime, call-in pay, on-call pay, time spent on unpaid leaves or periods when an employee is suspended for disciplinary reasons, nor shall the receipt of insurance payments be considered Town compensation for purposes of calculating creditable service.

1.11 Immediate family shall consist of grandfather, grandmother, mother, father, brother, sister, aunt, uncle, nephew, niece, son, daughter, grandchild, spouse, civil union partner and in-laws, to include all such relatives by virtue of blood, marriage, adoption or legal guardianship.

Article 2. Recognition of Union

2.1 The Town hereby recognizes the Union as the exclusive bargaining agent for all employees of the Highway Department, Water Department, Waste Water Department, Library and Fire/Emergency Medical Services (EMS) Department, with

the understanding that Department Heads, Superintendents and Executive Assistants are not part of the Union. Nor shall it apply to any employees working less than one thousand five hundred and sixty (1,560) hours per calendar year, or any contracted persons as defined by Vermont state law.

2.2 The Town agrees that a representative of the Union will have an opportunity to meet with each new employee who is hired to fill a position which is covered by this agreement, to discuss the benefits of becoming and remaining a member of the Union.

2.3 The Town agrees to deduct Union dues and other voluntary contributions from the paycheck of any employee who submits a signed authorization form. Said deductions shall be remitted to the Union treasurer with a list of contributors on or before the 15th day of the following month and every month thereafter.

Article 3. Management Rights & Responsibilities

3.1 Except as otherwise specifically provided in this Agreement, or otherwise mutually agreed to in writing by the parties, the Union recognizes the Town's exclusive rights to manage, direct and supervise the operations of all Town departments and employees, including, but not limited to the following examples:

- (a) To direct employees in the performance of official duties;
- (b) To hire, promote, transfer, assign and retain employees in the positions within the Bargaining Unit;
- (c) To maintain the efficiency of all municipal operations;
- (d) To determine the methods, means and personnel by which municipal operations are to be conducted;
- (e) To relieve (layoff) employees from duties because of a lack of work or for financial reasons;
- (f) To take whatever reasonable action may be necessary to protect public health and safety;
- (g) To contract out for goods and services, provided that the Town shall meet and confer with the Union prior to entering into a contract for services that are performed by employees of the Bargaining Unit;
- (h) To determine plans and programs to be undertaken by the departments;
- (i) To increase, decrease, create, disband, modify or change existing methods or facilities or services;

- (j) To develop work rules and regulations, including, but not limited to the adoption and implementation of workplace safety policies, and to instruct employees as to appropriate procedures;
- (k) To exercise sole discretion in the appointment, reappointment and term of service of any Town employee in the Bargaining Unit whose position is established by the Stowe Town Charter, upon a vacancy or expiration of the appointed employee's term, provided that once such an employee has successfully completed the initial probationary period, any reappointment thereafter shall not be subject to a probationary or provisional status;
- (l) To create new positions and corresponding job descriptions, provided, however, the Town shall meet and confer with the Union to determine the wage grade for Bargaining Unit positions within departments where the Union is recognized as the exclusive bargaining representative.

3.2 The Town agrees to guarantee equal opportunity to all qualified applicants and employees with respect to initial appointment, advancement, and general working conditions, without regard to age, race, creed, color, gender, gender identity, sex, sexual orientation, national origin, religious or political affiliation.

3.3 The Town shall indemnify and save harmless (within the limits of the Town's insurance as prescribed by law) for loss or damage, all Bargaining Unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of their job responsibilities. (Note: the Town shall not pay or reimburse any employee for their personal legal expenses incurred by the use of their own attorney unless ordered by a court or specifically authorized by the Selectboard.)

3.4 The Town shall have the exclusive right to hire or promote whomever it deems to be the person most qualified and likely to succeed in the position to be filled. The Union shall have no role in the hiring process, nor shall the Union have any input into the initial step (wage rate), provided the Town complies with the pay grade and wage classification system applicable to the positions subject to this Agreement as set forth herein.

3.5 In the event this Agreement is silent on any terms and conditions regarding Bargaining Unit employees, the Town shall have the exclusive right to make management decisions as it deems reasonable.

Article 4. Union Rights & Responsibilities

4.1 The Union shall be allowed to install bulletin boards in conspicuous places

approved by the Town in each of the departments where Bargaining Unit employees work. Town approval shall not be unreasonably denied. Bulletin boards shall not exceed sixteen square feet in size.

4.2 Bargaining Unit employees shall be allowed access to their personnel files and any other public records during normal work hours, while on unpaid breaks or leave. Employees shall be entitled to copies of said materials at no charge at the earliest possible convenience of the record holder.

4.3 Bargaining Unit employees shall not be denied their rights to free speech or any other constitutional rights, provided, however, they do not use privileged information for personal reasons and their conduct during work hours does not impair the operations of Town government in any way.

4.4 The Union agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to age, race, creed, color, sex, sexual orientation, and national origin, religious or political affiliation.

4.5 The Union shall hold the Town harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the Union in exercise of its responsibilities as set forth herein. In addition, the Town shall be held harmless for any and all costs or claims in the event that an insurance carrier denies coverage of a claim or portion thereof. Furthermore, the Town shall not be liable for any act or omission of any insurance carrier, its employees or agents, or any person furnishing professional services provided pursuant to the insurance coverage as set forth herein.

4.6 The Union shall have the exclusive right to establish and enforce its own by-laws. Nothing herein shall be construed to allow the Town to interfere or infringe upon Union procedures as they relate to Union internal affairs and organizational issues.

Article 5. Grievance Procedures

5.1 Any grievance which may arise between the Union, or any employee of the Bargaining Unit and the Town shall be settled in the simplest and most direct manner. The procedures (unless changed or any step thereof is waived as evidenced by a written agreement or memorandum signed by both parties) shall be as follows, effective as of the date this Agreement is ratified by the parties:

Step 1. Any employee or group of employees having a grievance shall first present the grievance orally to their Department Head within five (5) working days after the event giving rise to the grievance or upon receipt of written notification, whichever comes last. If the grievance is not resolved to the satisfaction of the employee, then the grievance may be appealed as noted in step 2.

- Step 2. A written grievance shall be submitted to the Town Manager within five (5) working days of the informal meeting with the Department Head. The grievance must specifically identify the provisions of this Agreement that are disputed and the desired outcome and shall be signed by the affected party (or parties). The Town Manager will schedule an informal hearing to review the matter with the Department Head and grievant and/or with their Union representative within five (5) working days of receipt of the grievance. The Town Manager shall render a written decision on the matter within five (5) working days of the hearing. If the grievance is not resolved to the satisfaction of the employee, then the grievance may be appealed as noted in step 3.
- Step 3. An appeal of the Town Manager's decision (or lack thereof) shall be submitted in writing to the Selectboard within five (5) working days after the date on which the Town Manager is supposed to respond in writing. The Selectboard shall convene a hearing in executive session within fifteen (15) days at their sole convenience, to consider evidence and testimony from the Town Manager, the Department Head, the grievant and/or their Union representative. The Selectboard shall render a written decision on the matter, signed by a majority of the Selectboard members, within ten (10) days of the close of the hearing. If the grievance is not resolved to the satisfaction of the employee, then the grievance may be appealed as noted in step 4.
- Step 4. The Union shall notify the Selectboard and Federal Mediation and Conciliation Service (FMCS) in writing of its intent to seek a resolution of the grievance before an independent arbitrator within fifteen (15) days of the Selectboard decision. In so much as possible, FMCS shall provide both parties with a list of arbitrators within thirty (30) days of such notice. (This process shall continue until such time as both parties agree on the selection of an arbitrator.) Thereafter, in so much as possible, the arbitrator shall hold a hearing and decide the issue presented within thirty (30) days, but no later than sixty (60) days of being selected. The decision of the arbitrator shall be in writing and shall be binding on the parties. The arbitrator shall confine themselves to the issue(s) raised during the grievance as submitted during step 2, and the decision shall be limited to interpreting and applying the terms of this Agreement. The arbitrator shall have no authority to impose penalties, add to, subtract from, alter, disregard or modify any provision of this Agreement. A copy of the decision shall be delivered promptly to each of the parties, but no later than thirty (30) days after the close of the hearing.

5.2 Failure by the grievant or the Union to adhere to the deadlines within this grievance procedure shall terminate the grievance as null and void. Failure of the Town or its representative to render a decision within the specified time shall be

construed as denial of the grievance. The cost of the arbitrator and FMCS will be divided equally between the parties.

5.3 ACKNOWLEDGEMENT OF ARBITRATION

The parties acknowledge this Agreement contains an agreement to arbitrate. Upon execution of this Agreement, the parties understand that they will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves the question of constitutional or civil rights. Instead, the parties agree to submit any such dispute to an impartial arbitrator.

Article 6. No Strike/No Lockout

6.1 The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. The Union agrees that there shall be no strikes, work stoppages, or other refusals to perform work by the employees covered by this Agreement, nor any instigation thereof during the term of this Agreement.

6.2 In the event of any violation of Section 6.1, the Town shall promptly and publicly declare such action to be a violation of this Agreement and the Union shall promptly thereafter order its members to return to work and take other prompt action and vigorous steps to end the strike, work stoppage or other concerted refusal to perform work by the employees.

6.3 Any employee who continues to engage in any work stoppage action upon the passage of forty-eight (48) hours after notice by the Town shall be subject to immediate discharge.

6.4 The Town agrees that it shall not lockout its employees during the term of this Agreement.

Article 7. Disciplinary Action

7.1 The Town may exercise its right to discipline, suspend or discharge an employee for just cause. Just cause shall include, but shall not be limited to situations where an employee:

- (a) is convicted of a felony while an employee of the Town;
- (b) exhibits uncivil or discourteous attitudes or behavior through the use of indecent, abusive, impolite, offensive, rude, lewd and/or slanderous language towards the public or other Town officials or employees;

- (c) violates the work conditions or fails to comply with other applicable employment terms and conditions as set forth herein;
- (d) is absent from work without their Department Head's permission except for unforeseen emergencies or fails to promptly notify their Department Head of a need for authorized leave without good reason;
- (e) is repeatedly tardy for work;
- (f) acts recklessly or endangers themselves or others;
- (g) refuses or fails to perform job assignments or the reasonable orders of a Department Head;
- (h) falsifies municipal records or time sheets or removes official records from Town property without authorization by their Department Head;
- (i) misappropriates or willfully damages property not owned by the employee during work;
- (j) commits any acts of violence or threatens violence toward another person during work;
- (k) leaves work early without their Department Head's permission;
- (l) displays conduct unbecoming of a Town employee;
- (m) violates any written Town policies, especially with regards to safety;
- (n) is found to have misrepresented their application credentials;
- (o) commits an act of sexual harassment or falsely accuses someone of committing an act of sexual harassment;
- (p) posts or publicly displays materials or information on Town property which is aimed at the public, other employees or any Town official and is derogatory in nature;
- (q) see also Sections 7.10, 14.20, 14.21, 14.22, 14.26 and 14.27.

7.2 The Department Head or Town Manager may bring any violation of this Agreement to the attention of the employee and impose disciplinary action.

7.3 Disciplinary action may be dispensed in the following manner, although it need not be administered in this order:

- (a) verbal warning, with documentation or memo to personnel file
- (b) written warning
- (c) suspension without pay
- (d) demotion
- (e) discharge

7.4 Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Department Head or Town Manager, subject to the employee's right of appeal in accordance with the provisions of Article 5.

7.5 If an employee is demoted, they shall be notified in writing of the effective date, reason, new job description and new pay rate, provided, however, the employee's base wage rate shall not be reduced by more than ten percent (10%). Said notice shall also contain a statement informing the employee of their rights of appeal under the grievance proceedings as set forth herein.

7.6 If the Town contemplates the suspension of an employee, said employee may be immediately placed on paid administrative leave and notified in writing of the alleged offense and be given an opportunity to explain their circumstances at the convenience of the Town official(s) involved. If an employee is subsequently suspended, they shall be notified in writing of the effective date(s), reason and duration. Said notice shall be presented upon their return to work, or within seventy-two (72) hours of the suspension taking place, whichever comes first. Said notice shall also contain a statement informing the employee of their rights of appeal under the grievance proceedings as set forth herein. A suspension shall be unpaid (suspended employees shall not be eligible for leave pay) and shall not exceed two (2) weeks. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

7.7 If the Town contemplates the discharge of an employee, said employee may be immediately placed on paid administrative leave and notified in writing of the alleged offense and be given an opportunity to explain their circumstances at the convenience of the Town official(s) involved. If the employee is subsequently discharged, they shall be informed of the reason(s) for discharge and of the effective date within seventy-two (72) hours of the discharge taking place. Said notice shall also contain a statement informing the employee of their rights of appeal under the grievance proceedings as set forth herein.

7.8 All actions of a disciplinary nature shall become a part of that person's permanent personnel file, unless otherwise set forth in the disciplinary notice.

7.9 Employees shall be required to acknowledge all records of disciplinary action inserted into their personnel file with a signature affixed to the document and returned to the Town Manager or Department Head, whether or not they agree with the action. Employees shall be entitled to submit a written rebuttal of a disciplinary action for insertion in their personnel file, provided such correspondence is received by the Town Manager within five (5) working days of the notice being acknowledged by the employee. Every disciplinary notice shall include a statement advising employees of their right to grieve and/or refute the disciplinary action as set forth in this Agreement.

7.10 In the event an employee is the recipient of three (3) disciplinary actions (not including verbal warnings) within a five (5) year period and the previous two (2) disciplinary actions are part of that employee's personnel file, (have not been previously purged) that employee shall be immediately discharged for misconduct.

Article 8. Vacancies & Promotions

8.1 The Town shall provide the Union with written notice of any employment vacancies that exist within Town government. At a minimum, the notice shall include the pay grade, step pay range, job title, a summary of duties and the minimum qualifications. The Union shall cause said notice to be displayed on all its Union bulletin boards for a minimum of seven (7) days. The Town shall send a memo of notification specifying vacancies to each shop steward to be posted.

8.2 Existing Town employees will receive preference in the filling of vacancies over non-Town employees provided that the employee is equally or better qualified as determined solely by the Town.

8.3 When an employee accepts a promotion or voluntarily transfers to another position, if he or she fails to satisfactorily complete the provisional employment period for reasons other than misconduct or if the employee submits a written request for re-assignment, they may be reassigned to the position from which they were promoted with all pay and benefits appropriately applied, (as set forth herein), if that position (or some other mutually acceptable position) is available, otherwise the employee shall be laid off.

(a) Notwithstanding the provisions of Article 14.1, the Town reserves the right to transfer employees from one department to another department provided that such a transfer does not result in a wage rate reduction or lower pay grade classification, (unless it is the result of a demotion for disciplinary reasons as set forth in Article 7). The Union may request a meeting with the Town in the event the Union is of the opinion that such a transfer should include a pay grade reclassification or if the job transfer does not make good use of the affected employee's job skills or work place potential. Within six (6) months of the transfer, if the employee that is involuntarily transferred fails to meet the Town's employment expectations for reasons other than misconduct, he or she

shall be reassigned to their previous position, (or some other mutually acceptable position), with all pay and benefits appropriately applied.

Article 9. Seniority

9.1 If two or more employees submit a request for leave on the same day for the same period and the Department Head determines that each request cannot be approved for staffing reasons, the employee(s) with the most creditable service shall be given preference. In the event the employees have the same amount of creditable service, preference shall be based first on date of hire, and secondly on the date on which the employment application was received by the Town.

Article 10. Layoffs & Labor Force Reductions

10.1 In the event the Town implements a reduction in the labor force and two or more people are employed in the same position classification identified for said reduction, the Town shall determine which employee(s) are most qualified to remain employed, based on qualifications and job performance.

10.2 Laid off employees shall be entitled to all insurance benefits as set forth herein through the last day of the next full month following the effective date of layoff and two (2) weeks severance pay (base wage only), less any employee contributions for insurances.

10.3 Laid off employees shall be given hiring preference for any Town vacancies (upon employee application if the Town determines the employee to be qualified) for one year as of the date of the layoff. Laid off employees shall also be given the right to reinstatement to their former position if the Town decides to fill said position within one (1) year of the layoff, provided the Town shall notify the employee in writing at their last known address and the employee affirmatively responds in writing within seven (7) days. The provisions of Section 10.1 shall be used to determine which employees are called back.

10.4 If an employee is laid-off, they shall be paid all accumulated leave pay in one lump sum in accordance with the provisions of Section 12.17 as of the effective date of layoff. In the event a laid off employee is reinstated within one (1) year of layoff, they shall have all previous creditable service restored and shall be immediately eligible for ETO that would have otherwise been allocated at the start of a fiscal year.

10.5 The Town reserves the right to reclassify regular full-time positions as regular part-time positions or irregular positions upon twenty-one (21) days written notification to the affected employee and the Union. The Town shall utilize the procedures set forth in Section 10.1 when necessary to select which employees are to be reclassified. An employee reclassified as regular part-time shall continue to be subject to all of the

terms and conditions of employment that are applicable for regular part-time employees as set forth herein.

10.6 In recognition of the serious impacts and potential hardships that layoffs or a reduction in work hours can impose on affected employees, the Union may request a meeting with the Town to discuss such implications, at which time it may also submit written alternatives to staff reductions.

Article 11. Compensation, Hours of Work, Overtime, Promotions

11.1 Employees shall be paid an hourly wage pursuant to the wage classification plan attached hereto as Appendix A.

11.2 The wage classification plan shall be adjusted annually, (effective on July 1), based on the change in CPI-U Northeast Region Urban for the year ending October 31st when compared to the previous year ending -October 31st. The minimum increase, however, shall be one and one-half percent (1.5%).

11.3 The Town reserves the right, using its sole discretion, to increase an employee's step classification or reclassify an employee's job title and wage grade upon request of the Union at any time during this Agreement for compelling reasons.

11.4 **Advancement:** Employees shall be entitled to advance one (1) step (but not beyond step 25) upon the completion of a probationary or provisional employment period. In addition, all bargaining unit employees shall advance one step (but not beyond step 25) each year on July 1.

11.5 **Promotions:** Employees promoted to a different Bargaining Unit position at a higher grade shall be entitled to a minimum five percent (5%) base wage increase using the wage classification plan, (but not beyond step 25).

Employees in the EMS department who are promoted to the position of Lieutenant, shall receive a ten percent (10%) base wage increase using the wage classification plan, but not beyond step 25. Employees who are classified as Lieutenant and who are promoted to the position of Captain, shall receive a ten percent (10%) wage increase above the Lieutenant wage rate.

11.6 **Overtime:** Employees shall be paid at a rate of one and one-half (1.5) times their regular base wage for all actual time worked in excess of forty (40) hours per week upon authorization by the Department Head. An employee on temporary assignment shall obtain authorization from the Town -Manager prior to working overtime.

11.7 **Shift Schedules:** Except for Fire/EMS, the regular workday will consist of eight (8) hours which shall be consecutive, broken only by a half hour unpaid meal period allowed.

11.7.1 Except for Fire/EMS, the regular work week shall consist of five (5), consecutive eight (8) hour days as indicated below subject to the provisions of Article 14. Hours worked with the Town's approval in lieu of posted hours at the request of, or to suit the convenience of the employee, shall not constitute a change of schedule:

Library: Eight (8) hour shifts Monday thru Saturday
Water: 6:30 a.m. to 3:00 p.m.
Wastewater: 7:00 a.m. to 3:30 p.m.
Highway: 4:00 a.m. to 12:30 p.m. (Winter)
6:00 a.m. to 4:00 p.m. (Summer)

11.7.2 **Fire/EMS Shift Schedule:** Fire/EMS employees' pay period shall consist of fourteen (14) consecutive days, beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following second Saturday. The Fire/EMS work week shall consist of seven (7) twelve (12) hour shifts per pay period.

Employees who are scheduled to work the evening shift (6:00 p.m. to 6:00 a.m.) shall receive a shift differential of one dollar (\$1.00) an hour above and their normal straight time rate for all hours worked during said shift.

11.7.3 Paychecks will be issued on a bi-weekly basis not later than 12:00 noon on Thursday, except in the event of an unforeseen emergency in which case the Town will issue pay checks as soon as practical in accordance with applicable state and federal laws.

11.7.4 The Town agrees to pay a one-time, two-hundred- and fifty-dollar (\$250) bonus to employees within a department who voluntarily agree to move to a two-week pay period. All employees within the department must move to the two-week pay period to receive the bonus. Such bonus shall be awarded the first pay period following the agreement to move.

11.8 **On-Call**

Summer On-call: Employees shall be paid at a rate of ten percent (10%) of their base wage rate for all actual time assigned as on-call status by their Department Head. On-call status time shall not be considered hours actually worked for the computation of overtime or creditable service.

Winter On-Call: Highway employees shall be paid twenty-one dollars (\$21) per day for each day assigned as on-call status by their Department Head. On-call status time shall not be considered hours actually worked for the computation of

overtime or creditable service. The winter on-call schedule shall be from November 15th, through April 15th, or at the discretion of the Department Head.

In the event an employee receiving on-call pay fails to report to work within one hour of being called-in, or is on leave of any kind, the employee shall forfeit on-call pay eligibility for the remainder of that calendar day. Repeated instances of this shall be cause for disciplinary action.

Except for highway employees on winter on-call, employees shall not be entitled to on-call pay while being compensated by the Town for any other purpose.

11.9 **Call-In:** Employees shall be paid at a rate of one and one-half (1.5) times their regular base wage for call-in pay upon reporting to work after having been authorized to leave the workplace or when directed by their Department Head to report to work more than two (2) hours prior to the scheduled start of the work day. Notwithstanding the provisions of Section 14.1, employees notified at least seventy-two (72) hours in advance of an early workday start or scheduled overtime that requires a return to the work place (for staff meetings or training or specific purposes) shall not be eligible for call-in pay.

Employees called in for duty outside their normal work day, shall receive a minimum call-in pay period shall be three (3) hours.

Employees called outside their normal work day, and who can accomplish the task remotely, without having to travel to the office or other location, shall receive a minimum call-in pay period of one hour.

Employees shall not be entitled to call-in pay while being compensated by the Town for any other purpose.

11.10 Employees required by a Department Head to work on an observed holiday shall be entitled to either (a) double time and one-half (2.5) for the time actually worked or (b) time and one-half (1.5) for the time actually worked plus accumulation of leave time for the holiday. Employees of EMS and Library, required to work the actual holiday, not the observed holiday, shall be entitled to either (a) double time and one-half (2.5) for the time actually worked or (b) time and one half (1.5) for the time actually worked plus accumulation of leave time for the holiday. If EMS and Library employees are required to work both the actual holiday and the observed holiday, they will only be entitled to regular time worked on the observed holiday, unless eligible for overtime based on time worked. Employees may choose whatever option they desire when time sheets are submitted.

11.11 **Temporary Upgrades:** Employees who have been placed on temporary assignment to fill-in for a Department Head shall be paid an hourly wage rate commensurate with the Step 1 level for the wage grade most recently held by that Department Head or a step level that is at least ten percent (10%) more than their

current pay level (whichever is higher). The rate of pay for all other temporary assignments shall be an hourly wage rate commensurate with the Step 1 level for the wage grade most recently held by that employee or a step level that is at least five percent (5%) more than his or her current pay level (whichever is higher).

11.12 Upon the recommendation of the Department Head, the Town Manager may award an employee with a meritorious bonus of one (1) day's pay, or other recognition, for exemplary conduct above and beyond the call of duty.

11.13 Employees temporarily assigned to a light duty job classification because of a worker's compensation injury that occurred while working for the Town, shall continue to be paid their previous wage rate, subject to any wage increases set forth herein, for up to one year from the date of the injury. Employees may voluntarily accept light duty assignments (if available) while recovering from a non-work related medical condition or after a worker's compensation administrative leave period has expired at a pay rate commensurate with that position.

11.14 Employees shall maintain daily time tracking to be used as the basis for determining all compensation periods. Time tracking shall note all work arrival times, departure times, (except for paid breaks) and authorized leaves, (using a Town clock and the next closest minute). Time tracking shall be signed by the employee and submitted to the Department Head when so directed.

11.15 Employees, at the time of completion of one (1) year of service at step twenty-five (25) and on each successive anniversary of this date be paid a bonus which is equal to two (2) percent of their base pay specified as step twenty-five (25) in their pay grade, which shall not be built into base pay.

11.16 Employees shall not be entitled to receive any -step increases (Section 11.4), while serving a probationary or provisional period, or while on unpaid leave or administrative leave.

11.17 Upon approval of the Department Head, (which shall not be unreasonably denied), an employee may accrue and utilize compensatory time in lieu of overtime pay, subject to the following conditions:

- (a) comp time shall be earned at a rate of 1.5 hours for every hour actually worked in excess of forty (40) hours per week;
- (b) the maximum amount of comp time to be accrued shall not exceed forty (40) hours.
- (c) comp time must be utilized prior to the use of any Earned Time Off leave.;
- (d) the use of comp time leave shall be considered creditable service.

Article 12. Benefits for Regular Full-Time Employees

12.1 Upon proof of payment submitted to the Department Head, the Town shall reimburse each employee up to two hundred dollars (\$200.00) per fiscal year towards the cost of membership at a health club of the employee's choice.

12.2 Employees and their spouse/civil union partner and/or children shall be eligible for a fifty percent (50%) reduction in fees to participate in programs of the Stowe Parks & Recreation Departments. This shall not include activities of the Stowe Parks & Recreation Departments that require an admission cost or fee to a third party.

12.3 Education & Licenses

(a) The Town may in its sole discretion, reimburse any employee for reasonable costs attributable to continuing education, training, certification, licensing and testing whenever such items are required by law to legally perform the duties assigned to that employee or in the event such items are required by the employee's Department Head. (This shall not apply to instances where an employee's license or certification was revoked by the issuing authority or deemed legally invalid for cause except upon expiration, nor shall it apply to Class 1 driver's licenses.) Employees shall be compensated for time spent engaged in these endeavors upon prior authorization of the Department Head, which shall not be unreasonably denied.

Highway Department employees who complete their Commercial Driver's License (CDL) Class B training and certification while under the Town's employment, and said training is paid for by the Town, shall reimburse the Town the cost of the training, up to a maximum of \$5,000, if they voluntarily separate employment from the Town within two (2) years from the date in which they received their certification. Employees whose separation is other than voluntary (e.g., layoff, termination), shall not be obligated to reimburse the Town. Reimbursements, if any, should be made prior to the employee's separation from the Town unless the Town and the employee create an arrangement which allows payment over an agreed upon period of time.

Fire/EMS employees who complete their AEMT certification while under the Town's employment, and said training is paid for by the Town, shall reimburse the Town the cost of the training if they voluntarily separate employment from the Town within two (2) years from the date in which they received their certification. Employees whose separation is other than voluntary (e.g., layoff, termination), shall not be obligated to reimburse the Town. Reimbursement, if any, should be made prior to the employee's separation from the Town unless the Town and the employee create an arrangement which allows payment over an agreed upon period of time.

Fire/EMS employees who complete their paramedic certification while under the Town's employment, and said training is paid for by the Town, shall reimburse the Town the cost of the training if they voluntarily separate employment from the Town within three (3) years from the date in which they received their certification. Employees whose separation is other than voluntary (e.g., layoff, termination), shall not be obligated to reimburse the Town. Reimbursement, if any, should be made prior to the employee's separation from the Town unless the Town and the employee create an arrangement which allows payment over an agreed upon period of time. Based on recommendation by the chief, prior authorization by the Town Manager to pursue paramedic certification is required. The Town shall pay 50% of the cost of tuition. Any grants or other funding toward the certification shall reduce the cost between the Town and the employee equally.

(b) In order to encourage further development of its employees, the Town may, as determined solely by the Town;

1. Reimburse an employee for non-required reasonable expenses attributable to college courses costs, attendance at technical schools, certification advancement, professional training, achievements, or similar efforts,

2. Promote,

3. Otherwise reward employees, provided such endeavors are of a clear benefit to the Town and designed to improve the quality of performance and bring more efficiency and economy to municipal operations.

12.4 Insurances

(a) The Town shall provide a choice between two medical insurance plans to regular full-time employees beginning the first day of the month following employment as follows: (i) Blue Cross/Blue Shield Freedom Plan Option 1; or (ii) - Exclusive Provider Organization (EPO) Plan with vision rider. Town Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider's rules. The Town shall contribute ninety percent (90%) of the premiums for the Plans. Employees shall be allowed to contribute to their costs of such plans on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions shall be calculated in fifty-two (52) weekly (or 26 bi-weekly for Fire/EMS) payroll deductions over the course of a calendar year. Contribution amounts are subject to change as plan premiums increase or decrease each plan year (beginning January 1).

In the event that any or all of the health insurance plans identified in Article 12.4 (a) become unavailable, or there is a change in benefits available due to health

insurance reform measures undertaken by the state or federal government, the Town shall provide reasonably comparable coverage (considering overall cost to the Town and coverage for employees). If the Town is not able to do so due to regulatory changes, such as a single payer health care system, the contract shall be reopened for the purpose of negotiating the effects of the changes as it pertains to Article 12.4(a).

(b) Full-time employees who “opt-out” of medical insurance coverage shall be eligible to receive a stipend equal to fifty percent (50%) of the premium for a single person Exclusive Provider Organization (EPO) Plan beginning upon the first day of the month following employment without subscribing to the Town’s health insurance. Payment of the stipend will be divided by the number of paychecks in a calendar year and equal installments shall be included in the employee’s weekly or bi-weekly (Fire/EMS) paycheck.

The employee will annually be required to provide the HR Director with proof of insurance coverage elsewhere if he or she takes advantage of this benefit.

(c) The first day of the month following employment, the Town shall provide regular full-time employees with a Northeast Delta Dental Plan #2 and shall include an Orthodontic Rider (Coverage D-A). Employees may select a single plan, two-person plan, family plan, or make plan changes as necessary depending upon eligibility and in accordance with the provider’s rules. The Town shall pay ninety-five percent (95%) of the premiums. Employees shall be allowed to contribute to their costs of such plans on a pre-tax basis through an IRS approved Section 125 Premium Offset Plan. Employee contributions shall be calculated in fifty-two (52) weekly (or 26 bi-weekly Fire/EMS) payroll deductions over the course of a calendar year. Contribution amounts are subject to change as plan premiums increase or decrease each plan year (beginning July 1).

(d) The first day of employment, the Town shall provide eligible employees with a term life insurance policy having a face value of fifty thousand dollars (\$50,000.00), with additional coverage for accidental death and dismemberment in such amounts as is provided in conjunction with the life insurance coverage. The Town shall pay the entire cost of these premiums. It is understood that Life/ADD insurance disbursements shall be made in accordance with the provider’s rules.

(e) The first day employment, the Town shall provide eligible full-time employees with a long-term disability insurance policy (“LTD”) that pays sixty percent (60%) of the employee’s monthly pay, up to five thousand dollars (\$5,000.00) per month, commencing after one hundred eighty (180) consecutive calendar days of disability, and continuing until the eligible employee reaches up to age sixty-five (65). The Town shall pay the entire cost

of these premiums. Employees determined to be eligible for long-term disability insurance shall be considered to be on unpaid disability leave up until one year after the disability began or six months after LTD eligibility, whichever comes first. Upon the exhaustion of the administrative leave, if the employee is still unable to return to work, the employee shall be considered to have voluntarily terminated their status as a Town employee in good standing as if the employee tendered their resignation, with proper notice. During any period of disability covered by this paragraph, the Town shall reinstate the employee upon medical clearance to return to work. It is understood that employees shall be subject to the eligibility standards and disbursement rules established per the plan documents or insurance policy relating to the LTD insurance coverage. All medical benefits shall be provided to the employee while on long-term disability consistent with the terms of this agreement. However, after 26 weeks of disability, employees shall no longer accrue earned time off or sick leave.

(f) The first day of employment, the Town shall provide eligible full-time employees with a short-term disability insurance policy ("STD") that pays sixty-six and two-thirds percent (66 2/3%) of the eligible employee's weekly pay, up to six hundred fifty dollars (\$650.00) per week, after fifteen (15) consecutive calendar days of disability, for a period not to exceed twenty-six (26) weeks. The Town shall pay the entire cost of these premiums. Employees determined to be eligible for short-term disability insurance shall be considered to be on an unpaid disability leave up until one year after the disability began or one year after STD eligibility or six months after LTD eligibility, whichever comes first. During this period of short-term disability, the Town shall reinstate the employee to their position or to another position it deems suitable, consistent with state and federal leave laws, upon medical clearance to return to work. It is understood that employees shall be subject to the eligibility standards and disbursement rules established per the plan documents or insurance policy relating to the STD insurance coverage. All medical benefits shall be provided to the employee while on short-term disability. However, after 26 weeks, an eligible employee shall no longer accrue earned time off or sick time.

(g) In the event the plans being offered are no longer available to the Town, the Town reserves the right to substitute an equivalent plan or better as may be available after meeting and conferring with the Union.

(h) In the event an employee's weekly paycheck is not sufficient to make that employee's insurance contribution for any reason, the employee shall make arrangements to pay the balance within seven (7) days of the payment shortfall. Otherwise, the Town shall automatically deduct the amount due from the next paycheck, or if that amount is not sufficient, the employee shall be removed from the Town's coverage.

(i) The Town will offer an IRS recognized Flexible Benefit program to

include a health care reimbursement plan and a dependent care reimbursement plan. Voluntary participation shall be open to regular full-time and part-time employees. Pre-taxable income contributions shall be made based on fifty-two (52) weekly payroll deductions over the course of a calendar year. Disbursements shall be handled in accordance with federal regulations as determined by the plan administrator.

12.5 Retirement

(a) All new regular employees, excluding Fire/EMS, working a minimum of thirty (30) hours/week shall be enrolled in Group B of the Vermont Municipal Employee Retirement System ("VMERS") upon date of hire.

Employees who have been participating in the VMERS may continue to do so in accordance with the existing program rules. For existing and new employees who enroll in the VMERS, the Town shall contribute up to a total amount equal to ten-point six percent (10.6%) of the employee's gross wages towards the combined employee and employer contributions. Employees shall pay the difference, if any, as dictated by the VMERS Board of Trustees through pre-tax payroll deductions. An employee who so chooses, may purchase years of service from the VMERS using existing Town of Stowe Retirement Plan funds in accordance with state and federal regulations. The Town will not, however, contribute towards any employee's account for any loss realized by individuals who change plans.

(b) Fire/EMS employees shall be enrolled in Group D of the Vermont Municipal Employee Retirement System ("VMERS") upon date of hire. The Town shall contribute the employer contribution rate set by the VMERS Board of Trustees. Employees shall pay the rate as dictated by the VMERS Board of Trustees through pre-tax payroll deductions. .

(1) The Town shall provide employees with at least one annual statement;

(2) Administrative expenses for the plan shall be paid using plan funds to be deducted from the plan value prior to employee allocation;

(3) An employee's vested percentage in their account is determined under the following schedule and is based on Years of Service. An employee will always, however, be 100% vested upon their Early or Normal Retirement Age.

Vesting Schedule

<u>Years of Service</u>	<u>Percentage</u>
1	0%
2	50%
3	100%

(4) No age limitations shall be applicable.

(c) Any existing employee who so chooses may purchase years of service from the VMERS using existing Town of Stowe Retirement Plan funds in accordance with state and federal regulations. The Town will not; however, contribute towards any employee's account for any loss realized by individuals who change plans.

(d) In addition to the retirement options (a) and (b) as set forth herein, the Town shall also make payroll deductions for any employee that voluntarily contributes to a Section 457 Deferred Compensation Plan in accordance with IRS regulations. The Town shall provide weekly payroll deductions and pay employee authorized contributions on a monthly basis (at no charge to the employee) to any IRS recognized Section 457 provider selected by the employee. The total amount of contribution, however, shall not exceed the maximum amounts allowed by law.

(e) Upon the retirement of any employee with 20 years or more of creditable service to the Town, the Town shall make available its health insurance program to the employee, the employee's spouse, and any minor dependents at the expense of the subscriber, for as long as the employee or the employee's spouse shall live. Any employee that retires with less than 20 years of creditable service shall be eligible to participate in the Town's medical insurance program in accordance with the applicable provisions of COBRA. Payment of premiums must be received by the Town Accounting Department by the 15th of the month prior to the month of coverage; otherwise, the employee shall be dropped from the plan.

12.6 Earned Time Off

(a) The Town shall provide regular full-time employees with compensated earned time off ("ETO") to be used as paid time-off for vacation, illness, Union work, personal or bereavement reasons, upon authorization by the Department Head which authorization shall not be unreasonably denied. Earned Time Off shall be accrued based on hours worked and shall be earned and paid out at straight time rates.

Employees accrue ETO on their anniversary date at the following accrual rates:

- Start of employment to end of 3 years of service – 10 hours per month not to exceed 120 hours per year;
- Start of 4th year of service to end of 6 years of service – 13.34 hours per month – not to exceed 160 hours per year;
- Start of 7th year of service to end of 9 years of service – 16.67 hours per month – not to exceed 200 hours per year;
- Start of 10th year of service to end of employment – 20 hours per month – not to exceed 240 hours per year.

(b) Except for the first year of employment, an employee must use at least 50% of their annual accrual of ETO each year, or as otherwise approved by the Town Manager for exceptional circumstances.

(c) ETO may be accumulated from fiscal year to fiscal year up to a maximum of 800 hours as of their anniversary date of employment.

(d) Employees shall request ETO from their Department Head as far in advance as possible, but at least seventy-two (72) hours prior to the leave, except in the case of unforeseen illness or emergencies, in which case employees shall notify their Department Head prior to the start of the work day or as soon thereafter as reasonably practicable. Leave approval shall be granted on a first-come, first-served priority, but may be denied in order to ensure adequate staffing levels or respond to an emergency situation. Once approved, employees may be asked to voluntarily report to work (under call-in pay provisions) in the event of an unforeseen emergency if they are available.

(e) Employees may, at any time upon two week's written notice submitted to their Department Head, utilize accumulated leave time as a cash benefit (treated as wages) at a buy-out rate of sixty percent (60%), provided the employee has used at least eighty (80) hours of paid leave as time-off from work within the previous twelve (12) months. For example: an employee may cash in 80 hours of leave time and be paid for 48 hours.

(f) Employees may utilize leave pay to accumulate compensatory time, overtime or wages.

12.7 Sick Leave

(a) The Town shall provide regular full-time employees with eighty (80) hours or paid time off annually, to be used for sick leave.

(b) Employees shall, on their date of hire, be provided with their first year's accrual of eighty (80) hours in one lump sum. Starting their second year of employment and for each year thereafter, such employees shall accrue sick

leave at a rate of 6.66 hours per month. The maximum sick leave time accrual for an employee shall be 480 hours.

(c) Employees may use accrued sick leave for the following purposes:

- The employee is sick or injured.
- The employee obtains professional diagnostic, preventative, routine, or therapeutic health care.
- The employee cares for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, including helping that individual obtain diagnostic, preventative, routine, or therapeutic health treatment, or accompanying the employee's parent, grandparent, spouse, or parent-in-law to an appointment related to their long-term care.
- The employee is arranging for social or legal services or obtaining medical care for counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, who is a victim of domestic violence, sexual assault, stalking, or who is relocating as the result of domestic violence, sexual assault, or stalking. As used in this section, "domestic violence", "sexual assault", and "stalking" shall have the same meanings as in 15 V.S.A. §1151.
- The employee cares for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild, or foster child, because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.
- To cover and time off not covered by worker's compensation or disability including waiting periods for eligibility if the employee is ultimately determined to be eligible.
- To substitute for unpaid time off under Family Medical Leave or the Vermont Parental and Family Leave Act (collectively referred to as "FMLA").
- For bereavement leave to attend funerals and/or to meet other related needs in the event of the death of an immediate family member (as defined in this section). Up to three (3) days per occurrence.

(d) Employees shall request leave from their Department Head as far in advance as possible, but at least seventy-two (72) hours prior to the leave, except in the case of unforeseen illness or emergencies, in which case employees shall notify their Department Head prior to the start of the workday or as soon thereafter as reasonably practicable. Employees shall make reasonable efforts to avoid scheduling routine or preventative health care or other appointments during regular work hours.

(e) Any consecutive use of sick leave in excess of three (3) days, or a suspected abuse of sick leave including but not limited to frequent use or a

pattern of absences will require the employee to provide medical certification.

(f) Employees shall not be compensated for unused sick leave upon separation of employment.

12.8 Holiday Pay

(a) The following events are recognized as paid holidays for employees of the Town:

- New Year's Day
- President's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve (1/2 day)
- Christmas

(b) Employees shall be entitled to paid leave for the holidays listed above in accordance with their regular work schedule.

(1) In the event a holiday falls on a Saturday, it will be observed on the preceding Friday. In the event a holiday falls on a Sunday, it will be observed on the following Monday.

(2) The Town Manager shall, on or before July 1st of each fiscal year, issue a list to all employees indicating the actual dates when the Town will observe legal holidays.

(c) In the event that the observed holiday falls on an employee's regularly scheduled day off, he or she will receive 8 hours (4 hours for Christmas Eve) of additional pay during the applicable pay period; however, the additional hours shall not count as hours worked towards the computation of overtime.

(d) In the event of a work emergency as determined solely by the Department Head or Town -Manager, employees may be called in to work on holidays if they are available, provided, however, employees of the Highway Department are expected to be available for snow removal operations during winter months.

(e) Employees shall not be eligible for holiday pay, or any benefits related thereto while on administrative leave.

(f) Holiday pay shall be considered as creditable service and shall count as hours actually worked towards the computation of overtime pay unless it is a scheduled day off.

12.9 Worker's Compensation

(a) Worker's compensation issues shall be administered in accordance with the provisions of 21 VSA Chapters 9 and 11, and any applicable state regulations promulgated thereto.

(b) During such time as an employee is unable to work due to a worker's compensation injury claim that has not been lawfully invalidated, an employee shall be eligible for unpaid administrative leave for up to one (1) year after the date of the injury, provided the employee reports their injury to the Department Head within forty-eight (48) hours. During this administrative leave, the employee shall continue to be eligible for all benefits as set forth in this Agreement during this one-year period except that after 26 weeks, the employee will stop accruing any ETO or sick leave time for their sick leave bank. During this administrative leave, employees may, at their discretion, substitute in any of their sick leave or ETO time to supplement any payments they receive pursuant to 21 V.S.A. Chapter 9.. Federal and state withholdings and pension payments shall only be applied to the Town's portion of compensation. Other required withholdings, such as for health insurance, mandatory child care payments, etc. shall also be deducted from the Town's payments. The one (1) year administrative leave period shall not renew in the event a qualified physician determines the injury is a recurrence or the result of a relapse of the original injury. Compensation (wages and leave pay) paid by the Town to the injured employee during the administrative leave period shall be considered creditable service.

(c) These provisions shall not apply when the employee's work place injury:

- (1) occurs while in the employ of someone other than the Town;
- (2) is the result the employee's own gross negligence or horseplay;
- (3) is a condition that existed prior to being employed by the Town.

(d) Upon the exhaustion of administrative leave and all other leave benefits as set forth herein, if the employee is still unable to return to work, the employee shall be considered to have voluntarily terminated their status as a Town employee in good standing (unless a claim is otherwise determined to be fraudulent) as if the employee tendered a two (2) week notice.

(e) An employee injured at work who fails to immediately report back to work (in accordance with the work schedule in effect at that time) upon a “fit for duty” medical diagnosis or an employee found to be working for someone other than the Town while on paid administrative leave due to a worker’s compensation injury shall be discharged.

(f) The Town reserves the right to have any employee who is out of work due to a worker’s compensation claim evaluated by medical professional(s) of its choice at Town expense (including mileage reimbursement) at mutually convenient times. The Town, at its discretion, may require injured employees to work in a temporary light duty capacity if such work is approved by a medical doctor.

12.10 Family and Medical Leave (see Appendix B)

12.11 Jury Duty & Court Appearances

(a) Jury leave will be granted in accordance with the provisions of 21 VSA §499. Employees on jury leave who miss work shall receive their regularly scheduled work week base pay in exchange for transfer to the Town of any compensation (not including mileage) received for their attendance.

(b) In the event an employee must miss work due to a court appearance for work related reasons or to recount an event witnessed during work hours, the employee shall receive their regular pay in exchange for transfer to the Town of any compensation (not including mileage) received for attendance.

(c) In the event an employee must miss work due to a court appearance for non-work related reasons, such time shall not be compensable as actual work time, but the employee may utilize available leave pay.

(d) Employees who will miss work due to a court appearance must notify their Department Head as soon as practicable and furnish written evidence of a subpoena, summons, etc., in order to be paid wages for actual work time.

(e) For the purposes of this Section, court time shall also include administrative hearings, quasi-judicial proceedings, depositions and consultations with legal counsel in preparation of a court case.

12.12 Military Leave

Military leave shall be granted in accordance with the provisions of 21 VSA §491-493 and pursuant to federal law. Employees on military leave may elect to use any of their accrued ETO in such increments as they desire, (up to 40

hours per week), to meet insurance contribution payments or for any other reason.

12.13 Unpaid Administrative Leave

(a) Upon the successful completion of the initial probationary period, employees may, with prior written approval of the Selectboard, be granted an unpaid leave of absence of no more than six (6) months for compelling and urgent personal reasons. During such a time, employees shall not be entitled to any benefits, but they may continue to receive insurance benefits through the Town at their own cost.

(b) Employees accepting full-time employment elsewhere while on unpaid administrative leave shall be immediately discharged from employment by the Town. However, this provision shall not apply to employees who are laid off.

12.14 Clothing, Equipment & Tool Allowances

(a) Employees of the Waste Water Department and Water Department shall be provided a uniform allotment of up to \$700.00 per fiscal year for approved uniforms (shirts, pants, jackets, hats and work gloves) and \$350.00 per fiscal year for work boots/shoes with a safety toe to be worn at all times during the work day unless otherwise directed by the Department Head. Unused balances from any annual uniform allotment can be carried forward to the following fiscal year. However, this carried-forward balance plus the current year uniform allotment cannot exceed an amount that is twice the annual uniform allotment. All shirts, jackets and hats will be ordered by the employee with a town logo affixed to it. Pants will be ordered by the employee and subject to taxation in accordance with IRS regulations. The Benefits Coordinator will take taxes out of employee pay checks quarterly for this purpose. The Town shall provide at its expense a washer and dryer for the wastewater and water departments.

(b) Employees of the Fire/EMS and Highway, Departments shall be issued uniforms and personal protective gear at Town expense to be worn at all times during the work day (using common sense and following safety procedures) unless otherwise directed by the Department Head as follows: 11 long sleeve shirts, 10 t-shirts, 11 pairs of pants, 1 winter jacket, and 1 spring / fall jacket. Pants are subject to taxation in accordance with IRS Regulations. The Benefits Coordinator will take taxes out of the employee pay checks monthly for this purpose. The Town shall be responsible for contracting and paying for the cleaning of the uniforms. In addition, except for Fire/EMS, the Town shall provide up to \$350.00 per fiscal year for work boots/shoes with a safety toe to be worn at all times during the work day unless otherwise directed by the Department Head.

(c) All personnel who are on-call shall be provided with a beeper or pager at no cost to the employee.

(d) The Town shall provide all employees with the necessary tools of the trade and safety gear, as required by law or otherwise determined by the Town, to perform the essential duties of the position. The Town reserves the right, however, upon notice during the hiring process, to require certain employees, (such as the Town Mechanic), to provide basic tools as is customary to the profession. In such cases, the Town may thereafter purchase such tools as it deems necessary, and the employee shall continue to use their own tools.

(e) All personal equipment, protective gear, (excluding footwear), tools, communication devices, etc., purchased for an employee shall remain the property of the Town. As such, it is incumbent upon each employee to properly maintain and care for these materials at all times. All such items provided to employees by the Town shall be returned to the Town when directed by the Department Head, Town Manager or upon employment separation. Employees shall be responsible for providing replacements of such items, except for losses attributable to normal wear and tear or incidents beyond the control of the employee, in which case the Department Head shall authorize replacements at Town expense.

(f) No Town owned motorized vehicles or power equipment shall be utilized for any reason, including personal use by Town employees or removed from Town work sites without specific authorization by the Department Head or Town Manager.

(g) In the event that an employee's personal clothing is torn or damaged while working, the Town shall reimburse the employee for reasonable costs upon proof of payment for the replacement article.

12.15 Travel & Meal Allowances

(a) From time-to-time employees may be required to use their personal vehicle in the performance of official duties for the Town. Employees shall be notified of such a condition at the time of hire and this requirement shall be set forth in applicable job descriptions as well. Employees required to use their personal vehicle shall maintain a valid driver's license and comply with all applicable Vermont vehicle standards at all times. Upon specific authorization of the Department Head or Town Manager to use a personal vehicle for official Town duties, employees shall be reimbursed on a monthly basis, (or at some other interval acceptable to both parties) at a rate commensurate with the federal government's mileage allowance upon submission of completed mileage forms as provided by the Town and the processing of such within a reasonable amount of time by the Finance Department.

(b) Whenever employees have been authorized to travel for work purposes by the Department Head or Town Manager, such employees shall be reimbursed for all reasonable travel expenses, upon proof of payment. Business-related meal expenses shall be reimbursed for actual expenses, but in no case more than the standard meal allowance set by the Internal Revenue Service.

(c) Employees authorized (or required) by the Town to utilize a Town owned vehicle and/or a Town credit card for official purposes, shall use the utmost care and diligence to safeguard Town property and minimize Town liability at all times.

12.16 Volunteerism

(a) In recognition of the important role that volunteers play in the provision of emergency services in the Town of Stowe, employees who serve on active duty and are in good standing with the Stowe Fire Department, Stowe Emergency Services, and/or the Stowe Mountain Rescue, may leave their regular work duties (using reasonable discretion with regards to their activities at the time of a call) in order to provide emergency services. Employees who serve in this capacity shall have made prior arrangements with their Department Head to deal with these situations. The Town reserves the right, however, to revoke such authorization upon a determination that repeated, abrupt, unscheduled departures are adversely impacting departmental operations.

(b) During such times as employees are performing emergency services while they are scheduled to be working their regular job as noted above, they shall continue to be paid by the Department to which they are assigned as actual hours worked at their normal rate of pay in accordance with the provisions of Article 11. However, said employees shall not be entitled to on-call pay, call-in pay or any other form of compensation by the Town for emergency services performed during regularly scheduled work periods.

(c) In recognition of the vital role that volunteerism plays in our community, employees may alter their normal work schedule in order to participate in volunteer activities of a civic nature. Any such activities are permitted at the sole discretion of the employee's Department Head and shall be treated as uncompensated time. The employee may, at their discretion, choose to use eligible leave time, flexible scheduling, or similarly eligible methods to make-up for the time away from work. The employee must make prior arrangements with their Department Head to provide coverage for their position (if required) during the period the employee is absent from work.

12.17 Benefits Upon Separation

- (a) Upon employment separation from the Town, employees shall be entitled to receive one hundred percent (100%) of their accumulated ETO, up to the maximum of 1,040 hours before 6/30/15 and up to 800 hours after 7/1/15, except as noted in subparagraph (b) below.
- (b) Employees who resign with less than two week's written notice shall be entitled to receive fifty percent (50%) of their accumulated ETO pay up to the maximum amount of 520 hours before 6/30/15, (1,040 divided by 2) and 400 hours after 7/1/15 (800 divided by 2).
- (c) If an employee has sufficient ETO to cover the advanced notice, employees may provide formal notice of their retirement up to sixty calendar days in advance of their retirement date. They shall not continue to accrue earned time off or sick time but may continue to receive all other medical benefits (e.g. health, dental, vision, retirement, disability and life insurance.)
- (d) Except as noted in Section 10.2, insurance benefits at Town expense shall cease as of the last day of the month on which the employee stopped working. Thereafter continued coverage shall be in accordance with COBRA regulations.
- (e) The Town reserves the right to place employees on a two (2) week paid administrative leave in conjunction with a pending separation, whether voluntary or otherwise, during which period the employee shall continue to be eligible for all benefits except wage rate increases.
- (f) Except as otherwise specifically noted in this Agreement, the Town reserves the right to credit re-hired employees with previously earned creditable service, or portions thereof.
- (g) In the event of the death of an employee, their designated beneficiary (or spouse or estate) shall be entitled to receive payment for unpaid wages and one hundred percent (100%) of accrued ETO up to the maximum of 1,040 hours before 6/30/15 and 800 hours after 7/1/15.

Article 13. Benefits for Regular Part-Time Employees

- 13.1 Upon completion of the initial probationary period, regular part-time employees shall be eligible for the following benefits:
 - (a) Health Club Membership Reimbursement (Article 12.1)
 - (b) Parks & Recreation Departments discount (Article 12.2)
 - (c) Education and Licenses, (Article 12.3)

- (d) Health Insurance (Article 12.4(a) and (b)) (pro-rated)
- (e) Dental Insurance (Article 12.4(c)) (pro-rated)
- (f) Short & Long Term Disability (Article 12.4 (d) (f))
- (g) Flexible Benefit Program (Article 12.4 (i))
- (h) Retirement, (Article 12.5)
- (i) Earned Time Off, (Article 12.6) (pro-rated)
- (j) Sick Leave Bank (12.7) (pro-rated)
 Note: sell back same as full time employees
- (k) Holiday Pay, (Article 12.8) (pro-rated)
- (l) Workers' Compensation, (Article 12.9)
- (m) FMLA, (Article 12.10)
- (n) Jury and Court Appearances, (Article 12.11) (pro-rated)
- (o) Military Leave, (Article 12.12) (pro-rated)
- (p) Unpaid Administrative Leave, (Article 12.13)
- (q) Clothing, Equipment and Tool Allowance, (Article 12.14) (pro-rated)
- (r) Travel and Meal Allowances, (Article 12.15)
- (s) Volunteerism, (Article 12.17)
- (t) Benefits Upon Separation, (Article 12.16) (max leave time pro-rated;
 however, base wage will be used for payment of leave)

13.2 Pro-rated benefits shall be calculated based on the number of hours an employee is regularly scheduled to work during a fifty-two week period divided by 2080, expressed in a percentage of two decimal points multiplied by the Town's full-time employee benefit rate. (Example 1: the Town will pay 71.25% of the Vermont Freedom Plan premiums for an employee who is scheduled to work 1,560 hours a year because $1,560 \div 2,080 = 0.75 * 95\%$; Example 2: an employee with a cumulative total of 8,320 hours of creditable service who is scheduled to work 1200 hours a year shall be eligible for 139 hours of leave pay because $1200 \div 2080 = 0.58 * 240$).

13.3 In the event a regular part-time employee becomes a full-time employee, he or she shall be immediately eligible for all benefits accorded to a regular full-time employee based on creditable hours of service and he or she may also be exempt from serving an initial probation period upon approval by the Town Manager.

Article 14. Work Conditions

14.1 The actual work day starting and finishing times may vary from department to department and are to be established by the respective Department Heads, subject to the approval of the Town Manager. The sole consideration for determining the hours shall be the needs of the public and the ability of the Town to pay for staff to meet them. Existing work hours may be altered upon twenty-one (21) calendar days advance notice to affected employees, except in the case of an emergency in which case no notice is required, but under

these circumstances employees may be eligible for additional compensation in accordance with the provisions of Article 11. Nothing herein shall be construed to prevent the Town from relieving an employee from their regular work schedule duties for safety reasons.

- 14.2 Upon the written request of an employee, a Department Head may, using their sole discretion, allow an employee to work a flexible schedule in order to deal with personal or family commitments, take education classes, perform volunteer community services or for other compelling reasons. A Department Head may revoke such permission upon seven (7) days' notice. Employees working a flexible schedule shall not be eligible for call-in pay. If the flexible schedule was approved to allow an employee to take a tuition class that was not paid for in its entirety by the Town, the flexible schedule shall not be revoked during the term of the class.
- 14.3 The weekly pay period for all employees shall begin on Sunday at 12:01am and end on the following Saturday at 12:00 midnight. Paychecks shall be issued on a weekly basis no later than 12:00 noon on -Thursdays, except in the event of an unforeseen emergency in which case the Town shall issue pay checks as soon as practical in accordance with applicable state and federal law.
- 14.4 Employee work breaks shall be administered on a daily basis, as follows:
 - (a) Employees who work eight (8) hours or more per day but less than twelve (12) hours per day shall be eligible for a thirty (30) minute unpaid meal break and two paid breaks per day, not to exceed fifteen (15) minutes per break. However, essential staff members who are required to be on duty during meals shall be paid for meal breaks.
 - (b) Employees who work five (5) hours or more per day but less than eight (8) hours per day shall be eligible for a thirty (30) minute unpaid meal break. Essential staff members who are required to be on duty during meals shall be paid for meal breaks.
 - (c) Employees who work twelve (12) hours or more per day shall be eligible for a thirty (30) minute paid meal break, a thirty (30) minute unpaid meal break and three paid breaks per day, not to exceed fifteen (15) minutes per break.
 - (d) Employees who work less than five (5) hours per day shall not be eligible for any paid break times.
 - (e) Breaktimes shall be subject to approval by Department Heads, giving due consideration to the needs of the Town, its customers and other employees. Break times shall be taken so as to absolutely minimize any inconvenience to the public and other employees who may require assistance.

As such, they are not automatic events to be taken at an employee's discretion, but rather the use of breaks shall require mature judgment as to timing, length and frequency.

(f) At no time will two employees who are working in the same office be allowed to go on break at the same time.

(g) Meal breaks that are not paid may be taken away from the work place, but other breaks shall be subject to the discretion of Department Heads. Unpaid meal breaks shall normally be thirty (30) minutes unless otherwise authorized by the Department Head.

(h) Unused break time may not be accumulated.

14.5 The swapping of shifts shall require the pre-approval of the Department Head, at their sole discretion, provided that approval does not result in unauthorized overtime.

14.6 Employees shall be expected to keep the work place neat, clean, organized, tidy and uncluttered at all times. This includes Town vehicles, the surrounding work area and any other area open to the public which the Department Head deems to be an employee's responsibility.

14.7 Employees shall be expected to dress appropriately for work. Department Heads shall have the authority to require any employee that is inappropriately attired to change the offensive clothing. Employees sent home to change shall not be paid for time spent away from work. However, in the event that clothing is torn or damaged while working, a Department Head may allow an employee to change their clothing in the most expeditious manner possible without a loss of wages.

14.8 The Town Manager or their designee(s) may shut down non-essential services and buildings during inclement weather if the state closes their offices or to otherwise protect the employees from adverse work conditions or safety concerns. If non-essential services and buildings are shut down, employees shall continue to receive their normal rate of pay for the time they would have otherwise worked.

14.9 There shall be no smoking allowed in any Town building at any time. Employees shall only be allowed to smoke at work during approved break times and when otherwise allowed by the Department Head.

14.10 It shall be the policy of the Town to strongly discourage employees from conducting social activities with family members or friends during working hours. This applies to telephone calls, baby-sitting, casual conversations, and personal business. Although Department Heads may permit occasional

infractions, repeated abuse shall result in disciplinary action. Nothing in this paragraph shall be construed to limit the ability of an employee from responding as may be appropriate in an emergency or from having family and friends present during special events.

- 14.11 Employees who travel to work in motor vehicles shall park them in designated employee parking areas. Whenever parking areas are not provided, employees shall park their vehicles in such a way as to minimize inconvenience to the public. Town employees shall be prohibited from parking personal or Town owned vehicles on Main Street during the employee's work hours, except to load or unload deliveries.
- 14.12 It is recognized that the day an employee becomes eligible for a step increase as described in Article 11.4; it shall be applied to wages earned from that day forward.
- 14.13 During work hours (or while purporting to be engaged in the business of the Town), no Town employee shall actively take part in the solicitation of votes for a candidate for public office or participate in an election process whereby the intent is to interact with members of the general public for the purpose of affecting the outcome of a public election. However, this type of prohibition shall not include the exercise of job responsibilities which require the rendering of public facility accommodations for political candidates (in a fair and equal manner) and providing for public safety relating thereto. Town employees shall not be prohibited from lobbying for specific acts of legislation upon authorization by the Selectboard or from actively participating in a Town Meeting.
- 14.14 During work hours (or while purporting to be engaged in the business of the Town), no Town employee shall publicly disclose any non-public information which has been obtained during the course of employment with the Town, without the prior approval of the Town Manager. No one below the rank of Department Head is authorized to issue verbal press releases or conduct press conferences during work hours unless specifically authorized by their Department Head.
- 14.15 Whenever so directed, all outgoing written press releases, informational sheets, brochures, pamphlets, memorandums and other forms of official correspondence must be approved and authorized by the Department Head prior to release.
- 14.16 Except as otherwise noted in Section 14.15 above, no charges shall be made using Town accounts for a personal purpose.
- 14.17 No employee shall solicit or engage in any employment or self-employment during regular work hours or use Town vehicles, equipment or facilities in the pursuit of such employment, except in response to a Department Head's

request to provide Town agencies with items or services at bargain prices in cases where the employee normally provides such items or services to others as a business venture.

- 14.18 Employees may be subject to job performance evaluation at such times and using such forms as the Town deems reasonable. Results shall be submitted in writing to the employee, the Town Manager, and shall also become a part of the employee's personnel file.
- 14.19 The Town shall make all reasonable accommodations necessary to provide employment opportunities and service to the public in accordance with the Americans with Disabilities Act. The Town Manager shall be designated the compliance officer for the sake of administering this policy. The Town reserves the right to periodically review and modify job descriptions to ensure minimum job qualifications are accurately described so that essential functions are clearly defined. (For example, employees who perform on-site inspections must meet certain mobility requirements.)
- 14.20 All employees required to possess a valid driver's license or other certificate to perform the essential functions of their job as stated in the job description or mandated by a state or federal regulation, shall immediately notify the Town if said license or certificate is revoked or expired. Employees of the highway department must maintain a valid USDOT Federal Motor Carrier Safety Administration Medical Examiner's Certificate. (Note: The Town may require the attainment of a license or certificate as a pre-condition for employment.) No employee shall operate a Town vehicle without a valid driver's license. Employees who fail to comply with the provisions of this section may face immediate discharge, even for a first offense.
- 14.21 Employees who are required to drive while working shall maintain a valid driver's license and comply with all applicable local, state and federal vehicle regulations at all times. A Vermont driver's license shall be required within six (6) months of appointment. Any employee that receives a motor vehicle citation during work hours shall promptly notify their supervisor and provide a copy of the citation for insertion into their personnel file. Employees who regularly drive a Town vehicle shall notify their supervisor of all motor vehicle citations within thirty (30) days of issuance and provide a copy of the citation for insertion into their personnel file. Thereafter, employees shall furnish their supervisor with copies of any administrative or judicial dispensation records relating to the citation. (Dismissals or findings of not guilty shall result in those records being purged from the personnel files.) The Town reserves the right to discharge any employee for:
- (a) failure to comply with this policy;
 - (b) multiple or criminal motor vehicle citations; or

(c) the suspension or revocation of a driver's license.

- 14.22 All employees shall furnish the Town Manager with written and official documentation within seventy-two (72) hours in the event they are convicted or plead nolo contendere to a felony. Said documentation shall become a permanent part of that employee's personnel file and may result in discharge.
- 14.23 It shall be expressly understood that the Town Manager may, from time-to-time, using their sole discretion, require Town employees to submit written reports as a means of keeping informed of departmental activities.
- 14.24 To the extent practical, overtime shall be distributed as evenly as possible among the employees qualified to perform that particular job, as determined solely by the Department Head.
- 14.25 Employees shall use due diligence and comply with all written Town policies regarding perceived conflicts of interest in the exercise of the responsibilities of their job. No employee shall supervise an immediate family member.
- 14.26 Employees in a position which provides for public health and safety shall be expected to respond to emergency overtime needs whenever possible. Employees who refuse to report to work in an emergency situation when they are otherwise able to do so may be subject to disciplinary action.
- 14.27 Employees who repeatedly refuse overtime may be dropped from the overtime rotation and may also risk being discharged for being unable to fulfill the duties of the position.
- 14.28 Employees of the Town shall maintain the highest standards of conduct, cooperation, efficiency and economy in the performance of their duties. Town employees will at all times be conscious of the fact that they are the Town's representatives, and their jobs exist solely for the benefit of the citizens of Stowe and members of the general public. Employees shall extend services in a courteous, efficient, and pleasant manner; therefore, employees shall exercise constraint in dealing with displeased citizens at all times. Every employee, as a condition of employment, shall be expected to cooperate to the fullest extent with other employees, including those of other departments, in the providing of services to the public and other Town officials.
- 14.29 No employee shall be promoted or transferred whenever such a situation would result in that employee being in a position which supervises or receives supervision or is otherwise in a position to make unilateral employment decisions concerning a member of their immediate family.

Article 14-A. Alcohol and Drug Testing for CDL Employees

- 14-A.1 CDL employees shall not possess, use, sell or be under the influence of any controlled substance, medication or alcohol which might affect the safe operation of a motor vehicle. Possession shall include but not be limited to concealment or storage in a locker, bag, vehicle or other place accessible to the employee during work hours. Use of an alcoholic beverage shall include but not be limited to the consumption of an intoxicating beverage regardless of its alcohol content within four (4) hours before going on-duty.
- 14-A.2 All CDL employees shall be subject to urine testing for drugs and breath tests for alcohol under the following circumstances: post-accident, random sampling, reasonable suspicion and return to duty follow-up. Drug testing shall be for the following substances: marijuana, cocaine, amphetamines, phencyclidine and opiates.
- 14-A.3 Testing facilities shall be designated by the Town. Transportation to a testing facility (if required) shall be done under Town supervision. Refusal to be tested when directed by the Town or attempts to alter test outcomes shall result in an employee's immediate discharge.
- 14-A.4 Post-accident testing shall be administered as follows: in the event that an employee is involved in a motor vehicle accident whereby there is a bodily injury (requiring medical attention or a fatality) or if the employee is cited for a moving violation, the employee shall be required to immediately (as soon as possible) submit to a test at Town expense to determine if drugs or alcohol are present. Tested employees under this paragraph are presumed to be not guilty of any violations and shall be allowed to immediately return to work, however they shall not be allowed to perform any safety sensitive functions until such time as the test results are known.
- 14-A.5 Random testing shall be administered as follows: the Town shall participate in a drug and alcohol testing consortium of its own choosing for the sake of administering the types of testing (drug and/or alcohol), time frames and actual random selections. All employees shall be required to submit to a drug and/or alcohol test immediately upon notification that their names have been selected. The Town shall pay for these tests. Tested employees under this paragraph are presumed to be not guilty of any violations and shall be allowed to immediately return to work with no restrictions pending test results.
- 14-A.6 Reasonable suspicion testing shall be administered as follows: in the event the Town Manager or Highway Superintendent or other designated Department Head has reason to suspect an employee has reported to work under the influence of a substance which might affect the safe operation of a motor vehicle or inhibit the employee's ability to perform their job, the employee shall be required to submit to testing at Town expense to determine if drugs or

alcohol are present. Testing for alcohol may also be administered by certified Police Department personnel. Tested employees under this paragraph shall be placed on administrative leave from the time the employee is returned to the workplace until such time as the test results are known. A positive test shall result in the leave being unpaid and a negative result shall result in paid leave without the depletion of accumulated ETO.

14-A.7 Except as otherwise noted herein, all follow-up testing shall be administered in accordance with the recommendations of a certified substance abuse professional, provided, however, such tests shall be done at the employee's expense and if such tests are required while the employee is on-duty, leave time may be utilized upon approval by the Department Head. Once the initial return to work test clearance has been provided, tested employees under this paragraph are presumed to be not guilty of any violations and shall be allowed to immediately return to work with no restrictions pending future test results.

14-A.8 A determination as to whether any test is positive or negative shall be made by a certified medical review officer in accordance with federal regulations. A positive test as a result of post-accident testing or return to duty follow-up shall result in an employee's immediate discharge. However, a positive test as a result of random sampling or reasonable suspicion will result in the following:

(a) An immediate suspension for up to thirty (30) days without pay until such time as a negative test is submitted by a certified testing facility, to be paid for at the employee's expense. In the event that no negative test is submitted within 30 days, the employee shall be discharged;

(b) A referral to the employee assistance program and a requirement that the employee be evaluated by a certified substance abuse professional (sap). The employee shall also be required to have the sap submit a written report to the Town Manager within thirty (30) days of the positive test result as a prerequisite for returning to work. All expenses associated with this evaluation and report shall be the responsibility of the employee. Failure to submit a written report from a sap within 30 days shall result in the employee being discharged.

14-A.9 All urine tests shall be conducted using a split container to allow for two separate samples. An employee who tests positive for a prohibited substance may immediately undertake a subsequent test at their own expense using the same laboratory or one of their own choosing subject to secure chain of custody procedures. Employees who desire a blood test to refute a positive test may do so under Town supervision using a certified laboratory at their own expense. Any attempts to consume food or beverages or alter a second test results in any way shall result in an employee's immediate discharge. In the event a re-test overturns a positive test, all disciplinary action and records related to the test shall be purged from an employee's file and the employee shall be entitled to retroactive payment of all regular wages that were missed.

- 14-A.10 Employees shall be required to notify their Department Heads before reporting to work if they are under the influence of alcohol, medication or a controlled substance. Upon notification, the employee must have a doctor's note as proof of their ability to safely operate a motor vehicle or they must wait at least four (4) hours until after an alcoholic beverage has been consumed. However, employees are expected to be available for winter storm duty free from the influence of drugs or alcohol. Repeated abuses will result in a referral to the employee assistance program and possible disciplinary action, including discharge. Employees who are unable to work a regular shift under these circumstances for reasons other than taking prescribed medication or a genuine illness shall be ineligible for leave benefits.
- 14-A.11 The Town shall notify the Federal Highway Administration and the Vermont Agency of Transportation of the name and test results (or refusal) for any person that is discharged as an employee under these provisions.
- 14-A.12 The Town Manager shall retain records of all tests and refusals. In addition, individual testing results and refusals shall be placed in each employee's personnel file as part of their confidential medical records. Information will only be released to parties other than the employee upon written authorization of the employee.
- 14-A.13 The discharge of any employee who tests positive under these provisions shall be considered a medical reason. The discharge of any employee who refuses to comply with the provisions shall be considered insubordination.
- 14-A.14 Employees shall be determined to be in non-compliance with this policy under the following circumstances:
- (a) failure to cooperate with the Town Manager in the administration of this policy;
 - (b) intoxication which results in the exhibition of behavior that is harmful or potentially harmful to the public or other employees while at work;
 - (c) failure to obtain professional treatment for alcohol or drug dependency;
 - (d) refusal to provide documentation of treatment;
 - (e) failure to meet the goals of the treatment plan in a timely fashion.
- 14-A.15 The Town will make available through an employee assistance program, confidential counseling referrals for treatment and educational programs that explain the dangers of substance abuse. The Town shall also provide periodic education about this substance abuse policy, the procedures used for testing and employee rights with regards to the testing program.
- 14-A.16 Notwithstanding the Town's ability to impose disciplinary action for violations of this policy, any employee who receives a first-time diagnosis for being

dependent on alcohol or drugs by a medical professional, a certified counselor or an accredited treatment facility shall receive the same consideration as employees with other serious illnesses. An employee so diagnosed for the first time will be placed on paid leave (if available) after any disciplinary action has been served, under the terms of this Agreement while undergoing a plan of treatment from a medical professional, a certified counselor or an accredited treatment facility. The employee will be required to present periodic documentation to the Town from the medical professional, certified counselor or accredited treatment facility, of ongoing treatment whether the employee remains on leave or in order to return to work. The Town Manager reserves the sole right to decide, without being subject to any appeal proceedings, against reinstating any employee who continues to be unable to return to work after the leave period has expired, unless a previous agreement to the contrary was reached at the time a leave of absence was granted.

Article 14-B. Drug Free Work Place

14-B.1 All workplaces owned, controlled or used by the Town shall be free from the unlawful manufacture, distribution, dispensing, possession or use of illegal drugs or controlled substances without a valid prescription.

14-B.2 It shall be a violation of this Agreement for any employee to report for work under the influence of alcoholic beverages, or report for work under the influence of illegal drugs, to use illegal drugs or become intoxicated from alcoholic beverages while on the job, or fail to inform his or her Department Head of an impaired condition resulting from the use of medication prescribed by a doctor for the employee.

14-B.3 Any employee who has a controlled substance dependency or any other controlled substance problem, shall immediately seek professional assistance or counseling.

14-B.4 The criminal conviction of any employee for the unlawful manufacture, distribution, dispensing, possession or use of illegal drugs or controlled substances without a valid prescription may be cause for immediate discharge at the discretion of the Town.

Article 15 Severability

15.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

Article 16 **Final Resolution**

- 16.1 This Agreement represents the final resolution of all matters in dispute between the parties, constitutes the entire Agreement between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

- 16.2 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 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 17 **Duration of Agreement**

- 17.1 This Agreement shall be in effect and binding upon both the Town and the Union during the period July 1, 2024 through June 30, 2027, and from year-to-year thereafter, unless either party shall submit to the other in writing at least sixty (60) days prior the expiration of the Agreement, notice of their desire to terminate or to effect changes in this Agreement.

- 17.2 This Agreement shall not be altered, amended or changed in any fashion without the prior mutual and written consent of both parties, except as noted in Article 15.

- 17.3 In the event that negotiations are underway for a successor to this Agreement, or upon termination of this Agreement without renewal, amendment, extension, or re-adoption, nothing herein shall be deemed to entitle any employee to pay increases or other changes in economic benefits previously in effect unless otherwise prescribed by law.

Article 18. **Miscellaneous Covenants**

- 18.1 The parties agree that each shall be given the opportunity to request a meeting with representatives of the other party to discuss the provisions of this Agreement or other issues relating to working conditions. Although amendments to this Agreement may be proposed and negotiated, neither party shall be obligated to accept any changes to this Agreement unless mutually agreed to.

- 18.2 In the event that a Department Head is unable to act in their official capacity as described herein, the Town Manager shall be allowed to designate some other person or agents to act in their place. In the event the Town Manager is unable to act in their official capacity as described herein, the Selectboard shall be allowed to designate some other person or agent to act in their place.
- 18.3 During such time as Union Contract negotiations are underway, the Town agrees that it will pay regular base wages for up to three (3) employees who participate in negotiations if taking place during normal work hours, provided that no two (2) employees from the same department are compensated at the same time and time spent on Union business shall not count towards the computation of overtime. In addition, employees shall be required to obtain permission from their Department Head, which shall not be unreasonably denied, whenever conducting Union business during work hours. The Town shall not pay any other employees for conducting Union business during work hours. Employees not entitled to regular pay may use leave pay as otherwise set forth herein. To the extent practical, negotiations shall take place on an evenly split basis between normal working hours and after work hours.

In WITNESS WHEREOF, this Agreement is approved, adopted and entered into by the parties hereto.

FOR THE TOWN:

FOR THE UNION:

Charles Safford Date
Town Manager

Jeffrey C. Wimette Date
Business Manager

Appendix B

Family and Medical Leave Policy

I. Policy Statement

The Town of Stowe (“Town”) provides eligible employees with time off to take care of family and medical issues consistent with the federal Family and Medical Leave Act (“FMLA”) and Vermont’s Parental and Family Leave law (“VPFL”).

II. Leave Entitlements

A. Family and Medical Leave

Subject to the definitions and requirements provided in the FMLA and VPFL, eligible employees may take up to 12 weeks of unpaid leave during the rolling 12 month period measured backward from the date the employee’s leave begins. Leave may be taken for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, civil union partner, child, parent or parent of one’s spouse or civil union partner with a serious health condition;
- for a serious health condition rendering the employee unable to perform the functions of the employee’s job.

B. Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

C. Military Family Leave

In addition to the four types of leave identified in Section II.A above, the FMLA provides for two types of military family leave.

1. Qualifying Exigency Leave

Eligible employees with a spouse, son, daughter, or a parent on covered active duty or call to covered active duty may use their 12-week unpaid leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Covered active duty means: (a) For service members of a regular component of the Armed Forces, duty during deployment of the service member with the Armed Forces to a foreign country; or (b) for service members of the reserve components of the Armed Forces (U.S. National Guard or Reserves), duty during deployment of the service member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

2. Military Caregiver Leave

The FMLA also includes a special leave entitlement that permits eligible employees who are the spouse, son, daughter, parent, or next of kin of a "covered service member" to take up to 26 weeks of unpaid leave to care for a covered service member with a "serious injury or illness" during a single 12-month period.

A covered service member is: (a) A current member of the Armed Forces, including a member of the U.S. National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty and/or that existed before the beginning of the service member's active duty and was aggravated by service in line of duty on active duty, that renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating; or (b) a veteran, who was a member of the Armed Forces, including U.S. National Guard or Reserves at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment,

recuperation, or therapy, for a serious injury or illness, that was incurred by the member in the line of duty on active duty and/or that existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty and that manifested itself before or after the service member became a veteran.

Military Caregiver leave, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Spouses who are employed by the Town may be limited to a combined total of 26 workweeks of leave during the single 12-month period.

III. Eligibility Requirements

To be eligible for these benefits, an employee must have worked for the Town for:

- At least 12 months; and
- at least 1,250 hours during the 12-month period immediately preceding the beginning of the leave.

IV. Use of Leave

Under certain circumstances, leave may be taken intermittently by taking leave in separate blocks of time or by reducing the usual number of work hours per work week or work day. The employee requesting intermittent leave may be transferred temporarily to an alternative job (with equivalent pay and benefits) that better accommodates recurring periods of leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. The use of intermittent leave for the birth or placement of adoptive children may be taken only with the prior approval of the Town.

V. Substitution of Paid Leave for Unpaid Leave

The four types of leave identified in Section II.A above are unpaid unless the employee chooses to substitute accrued vacation leave or other accrued paid leave under the Town's applicable policies. Use of any such paid leave in this way will run concurrently with unpaid FMLA leave and will not extend the leave period beyond 12 weeks.

When taking Qualifying Exigency leave or Military Caregiver leave, the Town may require the employee to use accrued vacation leave or other accrued paid leave under the Town's applicable policies, which shall run concurrently with

FMLA leave and will not extend the leave period.

VI. Work-Related Injuries

Time off for work-related injuries that meet the criteria for a serious health condition will be charged to time off allowed under this policy.

VII. Benefits and Protections

A. Benefits Continuation

During the 12-week FMLA and/or VPFL leave, the Town must continue employment benefits for the duration of the leave on the same terms as if the employee had continued to work. Employees are required to make arrangements to continue to pay their share of premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

In the event an employee elects not to return to work upon completion of FMLA and/or VPFL leave, he/she may be required to repay the cost of any payments made to maintain insurance coverage. This repayment obligation will not apply when the employee does not return to work because of the continuation, recurrence or onset of the employee's own serious health condition or other circumstances beyond the employee's control.

During Military Caregiver leave, the Town must maintain the employee's health coverage under a "group health plan" on the same terms as if the employee had continued to work. Employees are required to make arrangements to continue to pay their share of premiums while on leave. Failure to make such premium payments may result in cancellation of coverage.

B. Job Restoration

Upon return from FMLA and/or VPFL leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other terms and conditions of employment existing on the day leave began, as long as the Town still provides such benefits.

An employee will be required to provide a return-to-work certificate prior to being restored to employment following a leave taken for his/her own serious health condition. Restoration may be delayed if the employee fails to provide the required return-to-work information.

An employee on leave does not have greater job protection than if the

employee had been continuously employed. For example, an employee will not be restored to his/her original or an equivalent job if the Town eliminated the position for reasons unrelated to the leave, or if the employee had been informed prior to requesting leave that employment would terminate.

Use of FMLA and/or VPFL leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

VIII. Employee Responsibilities

Employees must give reasonable notice of their intent to take leave to the Benefits Coordinator when the need for leave is foreseeable. The Town requests that notice be given in writing when practicable. When the need for leave is not foreseeable, the employee must provide notice as soon as practicable and generally must comply with the Town's normal paid leave procedures.

Notice should include sufficient information for the Town to determine whether the leave may qualify for FMLA and/or VPFL protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA and/or VPFL leave was previously taken or certified. Employees also will be required to provide a certification supporting the need for leave.

IX. Town Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA and/or VPFL. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, the Town will provide a reason for the ineligibility. The Town will also inform employees if leave will be designated as FMLA and/or VPFL-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA and/or VPFL-protected, the Town will notify the employee.

X. Short-Term Leave

The Town also provides eligible employees with unpaid leave each year to participate in school activities and to attend medical appointments with certain relatives consistent with the VPFL.

A. Eligibility for Short-Term Leave

To be eligible for this benefit, an employee must have continuously worked for the Town for:

- At least 12 months; and
- an average of at least 30 hours per week during the 12-month period immediately preceding the beginning of the leave.

B. Leave Entitlement

Employees may request and may take up to 24 hours of unpaid time off each year under the following circumstances:

- To participate in preschool or school activities directly related to the academic educational advancement of an employee's child, stepchild, foster child or ward who lives with the employee, such as a parent-teacher conference;
- to attend or to accompany the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's spouse, civil union partner, parent or parent of one's spouse or civil union partner to routine medical or dental appointments;
- to accompany the employee's spouse, civil union partner, parent or parent of one's spouse or civil union partner to other appointments for professional services related to their care and well-being; or
- to respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee, or involving a spouse, civil union partner, parent, or parent of one's spouse or civil union partner.

Employees may take up to 24 hours of unpaid leave during the rolling 12-month period measured backward from the date the leave begins. Leave must be taken in a minimum of two-hour segments.

Employees shall make a reasonable attempt to schedule appointments for which this leave may be taken outside of regular work hours.

C. Unpaid or Paid Short-Term Leave

Leave is unpaid unless the employee chooses to use accrued vacation or other accrued paid leave available to him/her under Town policy.

D. Notice Requirements for Short-Term Leave

Employees must provide the Benefits Coordinator with the earliest possible notice, but no later than seven days before the leave is to begin, except in the case of an emergency. In the case of an emergency, notice must be given as soon as practicable. An "emergency" means circumstances in which the required seven-day notice could have a significant adverse impact on the employee's family member.

XI. Notice of FMLA Requirements and Enforcement

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; and/or
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

APPENDIX A

STEP	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	
PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16	STEP 17	STEP 18	STEP 19	STEP 20	STEP 21	STEP 22	STEP 23	STEP 24	STEP 25
1	17.77	18.13	18.49	18.86	19.23	19.62	20.01	20.41	20.82	21.24	21.66	22.09	22.54	22.99	23.45	23.92	24.39	24.88	25.38	25.89	26.41	26.93	27.47	28.02	28.58
2	18.67	19.04	19.42	19.81	20.21	20.61	21.03	21.45	21.87	22.31	22.76	23.21	23.68	24.15	24.63	25.13	25.63	26.14	26.67	27.20	27.74	28.30	28.86	29.44	30.03
3	19.57	19.96	20.36	20.77	21.18	21.61	22.04	22.48	22.93	23.39	23.86	24.33	24.82	25.32	25.82	26.34	26.87	27.40	27.95	28.51	29.08	29.66	30.25	30.86	31.48
4	20.57	20.98	21.40	21.83	22.27	22.71	23.17	23.63	24.10	24.58	25.07	25.58	26.09	26.61	27.14	27.68	28.24	28.80	29.38	29.97	30.57	31.18	31.80	32.44	33.09
5	21.63	22.06	22.50	22.95	23.41	23.88	24.36	24.85	25.34	25.85	26.37	26.89	27.43	27.98	28.54	29.11	29.69	30.29	30.89	31.51	32.14	32.78	33.44	34.11	34.79
6	22.68	23.13	23.60	24.07	24.55	25.04	25.54	26.05	26.57	27.10	27.65	28.20	28.76	29.34	29.93	30.52	31.13	31.76	32.39	33.04	33.70	34.38	35.06	35.76	36.48
7	23.80	24.28	24.76	25.26	25.76	26.28	26.80	27.34	27.89	28.44	29.01	29.59	30.18	30.79	31.40	32.03	32.67	33.33	33.99	34.67	35.37	36.07	36.79	37.53	38.28
8	24.82	25.32	25.82	26.34	26.87	27.40	27.95	28.51	29.08	29.66	30.26	30.86	31.48	32.11	32.75	33.40	34.07	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92
9	26.24	26.76	27.30	27.85	28.40	28.97	29.55	30.14	30.74	31.36	31.99	32.63	33.28	33.94	34.62	35.32	36.02	36.74	37.48	38.23	38.99	39.77	40.57	41.38	42.21
10	27.57	28.12	28.68	29.26	29.84	30.44	31.05	31.67	32.30	32.95	33.61	34.28	34.97	35.66	36.38	37.11	37.85	38.60	39.38	40.16	40.97	41.79	42.62	43.48	44.34
11	28.96	29.54	30.13	30.73	31.35	31.97	32.61	33.27	33.93	34.61	35.30	36.01	36.73	37.46	38.21	38.98	39.76	40.55	41.36	42.19	43.03	43.89	44.77	45.67	46.58
12	30.40	31.01	31.63	32.26	32.91	33.56	34.24	34.92	35.62	36.33	37.06	37.80	38.55	39.33	40.11	40.91	41.73	42.57	43.42	44.29	45.17	46.08	47.00	47.94	48.90
13	31.91	32.55	33.20	33.86	34.54	35.23	35.94	36.65	37.39	38.14	38.90	39.68	40.47	41.28	42.10	42.95	43.81	44.68	45.58	46.49	47.42	48.36	49.33	50.32	51.33
14	33.51	34.18	34.86	35.56	36.27	37.00	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35	44.22	45.10	46.00	46.92	47.86	48.82	49.79	50.79	51.81	52.84	53.90
15	35.17	35.87	36.59	37.32	38.07	38.83	39.61	40.40	41.21	42.03	42.87	43.73	44.60	45.50	46.41	47.33	48.28	49.25	50.23	51.24	52.26	53.31	54.37	55.46	56.57
16	36.96	37.70	38.45	39.22	40.01	40.81	41.62	42.46	43.30	44.17	45.05	45.96	46.87	47.81	48.77	49.74	50.74	51.75	52.79	53.84	54.92	56.02	57.14	58.28	59.45

PAY GRADE 1

PAY GRADE 2

SECRETARY

PAY GRADE 3

LABORER

PAY GRADE 4

PAY GRADE 5

CLERICAL ASSISTANT
LIBRARY ASSISTANT
LIBRARY TECHNICIAN

PAY GRADE 6

LAB TECHNICIAN
MAINTENANCE TECHNICIAN
PLANT TECHNICIAN
TRUCK DRIVER/LABORER

PAY GRADE 7

EMT/FF
LIGHT EQUIPMENT OPERATOR
ZONING ASSISTANT
LEAD LAB TECHNICIAN

PAY GRADE 8

ADULT SERVICES LIBRARIAN
CIRCULATION LIBRARIAN
AEMT/FF
Technical Services Librarian

PAY GRADE 9

HEAVY EQUIPMENT OPERATOR
PARAMEDIC/FF

PAY GRADE 10

MECHANIC
YOUTH LIBRARIAN

PAY GRADE 11

PLANT OPERATOR

PAY GRADE 12

MECHANIC (Grandfathered for current employee as of 7.1.2013)
ASSISTANT CHIEF WATERPLANT OPERATOR
HIGHWAY FOREMAN

PAY GRADE 13

ASSISTANT LIBRARY DIRECTOR
ASSISTANT CHIEF WASTEWATER PLANT OPERATOR

PAY GRADE 14

PAY GRADE 15

CHIEF WATER PLANT OPERATOR

PAY GRADE 16

CHIEF WASTEWATER PLANT OPERATOR