

AGREEMENT

AFSCME Local 1369 of the Vermont AFL-CIO

And The Edward Farrar Utility District



Upon Ratification
Through December 31, 2029

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ARTICLE I: UNION RECOGNITION

Section 1. This document serves as a AGREEMENT between AFSCME Local 1369 of Council 93 of the Vermont AFL-CIO and the Edward Farrar Utility District (EFUD). Throughout this document the terms “Employer”, and “EFUD” are equivalent and interchangeable. This AGREEMENT serves as the binding document setting the terms and conditions of employment for EFUD workers along with the rights established by their Union.

Section 2. The Employer recognizes the Union as the Exclusive Bargaining Representative of all permanent workers employed by the Edward Farrar Utility District (EFUD) who are not managerial or confidential in nature.

Section 3. The Union acknowledges the District’s right to hire seasonal workers. These positions shall be classified as non-exempt and eligible for overtime pay at one and one-half (1½) times their regular hourly rate for hours worked in excess of forty (40) per week. These positions have no other benefits. If a seasonal appointment extends beyond six months, the position shall be reclassified as a permanent position, the probationary period in this Agreement shall be waived, and the employee shall become eligible for Union membership and all benefits and protections outlined in this Agreement.

Section 4. The Employer may hire temporary workers to fill in for Union members who are on workers comp or extended excused leave. Such temporary workers shall not be part of the Union, shall receive no benefits, and shall not be paid an hourly rate higher than the Union member they are filling in for. Upon the return of the Union member they are covering for, they shall be dismissed.

Section 5. The Employer will not aid or abet, promote, or finance any other Labor group, organization, or individual which purports to engage in collective bargaining for the purpose of undermining the Agreement or changing any conditions in this Agreement.

ARTICLE II: UNION REPRESENTATIVES

Section 1. UNION VISITATION: Union Representative shall retain the right to have access to worksites staffed by Union members covered by this Agreement. The Union Representative shall provide EFUD with prior notice and shall be accompanied by an EFUD steward.

Section 2. UNION OFFICER LISTS: The Union agrees to provide the Employer with a list of Union officers and to notify the Employer of any changes.

ARTICLE III: UNION SECURITY – UNION DUES

Section 1. UNION DUES/WE ARE A UNION SHOP: Employer agrees to deduct Union dues from wages owed to employees as set forth in this Article, and in amounts certified by the Union, each pay period and remit to the Treasurer of the Union within fifteen (15) calendar days after the

month in which the dues were deducted. Such remittance shall be accompanied by a list of employees with the amount deducted for each employee. All Bargaining Unit employees who are Union members on the effective date of this Agreement shall remain Union members for the duration of the Agreement, minus the 30-day window prior to the Agreement's expiration. Any Bargaining Unit employees who join the Union during the life of this Agreement shall likewise remain Union members for the life of this Agreement, minus the 30-day window prior to the Agreement's expiration. Members may resign their Union membership only during the 30-day window prior to the expiration of this Agreement by providing a signed written letter of resignation to both the Employer and the Union.

Section 2. FEE FOR SERVICE:

Any non-members of the Union covered by the Collective Bargaining Agreement who may require/request Union services shall be charged an hourly fee by the Union of \$250 an hour (plus provide a \$1000 retainer) or an amount set by the Union. The notification concerning said fees as well as the collection of said fees shall be the sole responsibility of the Union.

Section 3. EMPLOYER HELD HARMLESS:

The Union shall hold harmless and indemnify the Employer, including reasonable attorneys' fees, from any and all claims or charges arising from the limitation on termination of Union membership outlined in this Article.

Section 4. When hiring new employees the employer shall comply with all requirements of 21 V.S.A. §1738, as revised, as of the date of this signing. This procedure allows for a Steward to meet with a new hire, on the clock, to review union contracts. This article is subject to whatever changes may occur in law.

ARTICLE IV: UNION RIGHTS

Section 1. UNION YES: Workers shall be protected in the exercise of the right, without fear of penalty or reprisal, to join the Union and to exercise all of their rights, enshrined in this Collective Bargaining Agreement and by law, as Union members.

Section 2. UNION MEETINGS: As needed, the Union shall be allowed no more than 1 (one) hour, two times in a calendar year, to hold a Union meeting during regular work hours. The Union representative shall, in writing to the District Manager request this meeting. This meeting is strictly to discuss Union business and if it has concluded in less than one (1) hour employees shall report back to work. In the case of Emergency Situations (or if there is an emerging weather event) this meeting may be postponed. Employees who opt to not attend the meeting shall continue his/her previously assigned task(s).

Section 3. UNION WORK IS UNION WORK: Work traditionally done by the Union shall only be done by the Union. The employer may request to the Union that this right be waived in specific instances and for good reason. The Union is within its power to agree or disagree with this request.

Section 4. LABOR MANAGEMENT COMMITTEE: A Labor Management Committee shall be convened at the request of the Union or Management for the purposes of discussing any and all

issues of mutual or unilateral concern. Upon such a request being made, the parties shall be obligated to meet and discuss various issues.

Section 5. UNION & PERSONNEL POLICIES: No Personnel Policies shall be created that fall into contradiction to this Agreement. Any Personnel Policy that falls into contradiction with this CBA shall have no force among Union members.

Section 6. UNION SEAT ON HIRING COMMITTEES: The Union will select a Bargaining Unit employee to participate in the interview process as part of a Hiring Committee when a vacancy exists within the bargaining unit. When a management employee is hired, EFUD shall endeavor to have Bargaining Unit employee(s) as part of a hiring committee. Such Hiring Committees shall play an advisory role concerning the hiring process.

Section 7. REASONABLE WORKLOADS: The Union and the employer agree that it is important to establish reasonable workloads. Bargaining Unit employees who have concerns about their workload may make such concerns known to their supervisor, who will work with the Bargaining Unit employee to reach a reasonable resolution. However, the employer retains the discretion to determine and assign reasonable workloads in order to effectively operate.

Section 8. UNION ORIENTATIONS: A Union officer assigned by the Local Union President and/or Union Chapter Chair shall be afforded up to one hour to meet with newly hired bargaining unit employees, on a one-on-one basis, in order to review the rights and responsibilities of the Collective Bargaining Agreement. This meeting shall be conducted on the clock, without loss of pay for the newly hired bargaining unit employee and Union officer. When or if the employer establishes formal orientations for new hires, the Union shall be allotted one hour to meet privately with new hires as part of said orientation process.

Section 9. GRIEVANCE INVESTIGATION & OTHER UNION ACTIVITIES: The Local Union President, Union Chapter Chair, and Union Stewards or their designees shall be granted time off without loss of pay during working hours to investigate and settle grievances which may arise with the Employer, represent Union members in disciplinary proceedings, to engage in Union related activities jointly with the employer.

Section 10. UNION INFORMATION REQUESTS: The Employer shall comply with any and all reasonable Information Requests submitted by the Union which aim to grant the Union access to information relating to representing its membership, maintenance & enforcement of the Collective Bargaining Agreement, or to be reasonably informed during the Collective Bargaining process.

Section 11. CONTENTS OF PERSONNEL FILES: No adverse material shall be placed in a Union member's Personnel File without it first being shown to the employee. When adverse material is placed in a worker's Personnel File, the impacted worker shall have the right to craft a written rebuttal to said materials which shall also be placed in their file. Workers, upon request, shall be granted access to their Personnel File to review its contents.

Section 12. JUST CAUSE & PROGRESSIVE DISCIPLINE: No Union member shall be the subject of discipline, corrective, or adverse actions by the Employer without Just Cause. When

discipline is found to be warranted, it shall be progressive in nature.

Section 13. UNION REPRESENTATION: Any time a Union member is required to engage in a meeting or discussion with Management or a Supervisor that is disciplinary in nature, or when such a discussion could be reasonably thought to lead to discipline, the Union member in question shall have the right to have the Union Chapter Chair or Steward present.

Section 14. RIGHT TO A HEARING: No Union member can or shall be suspended without pay or terminated by the Employer without the impacted Union member first being offered the ability to exercise their right hold a meaningful pre-disciplinary hearing (with Union Representation) in order to present their version of events/facts.

Section 15. PAID UNION LEAVE: The Union Chapter Chair shall be afforded up to two workdays of paid Union leave per calendar year to attend Union Conventions, receive Union trainings, and/or participate in the political process concerning Union issues at the Statehouse. Unused Paid Union Leave shall carry no cash value and shall not roll over into any new calendar year. Associated expenses shall be the responsibility of the Union.

Section 16. EXTENDED UNION LEAVE: Workers elected to any Union office or selected by the Union to do work which takes them from their regular employment for an extended period of time shall, at the written request of the Union, be granted a leave of absence without pay or benefits and shall accrue no additional leave. The leave of absence shall not exceed 2 years and shall be renewed or extended for a period not to exceed 1 year upon request of the Union.

Section 17. POLITICAL ACTION: The employer shall deduct such political education fund (PAC) fees from the pay of members who request such deduction, or as may be lawfully determined by the Union, and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are being transmitted.

Section 18. UNION POSTINGS: The employer agrees to provide space at Union job sites for the use of the Union for posting pertinent Union information.

Section 19. WE DO NOT CROSS PICKET LINES: Under non-emergency situations, no Union member shall suffer discipline for refusing to cross a union picket line.

Section 20. DEFEND DEMOCRACY: EFUD recognizes the importance of civic engagement and democratic participation. In support of these values, the District agrees that not more than once per calendar year, the Union may engage in a General Strike that is both called for and ratified by AFSCME Council 93 or the Vermont AFL-CIO which is general and regional in nature and scope, for the specific purpose of promoting and defending democratic principles under the following conditions:

1. Notice: The Union will provide the District with at least 14 working days' notice prior to the planned action. The Union shall make the commitment to maintaining essential public services through minimal staffing, reasonably determined in consultation with the Union, as decided by the District.

2. **Participation:** An employee's participation in the Union Action shall be voluntary and those employees choosing to participate may use accrued vacation or comp time to cover their regularly scheduled hours of work and receive pay; otherwise, participating employees will not be paid. An employee choosing to participate shall not face any disciplinary action or retaliation for their involvement in activities related to the action.
3. **Duration:** The Union Action shall not extend beyond three working days in length, unless otherwise mutually agreed upon by the Union and the District. During the action, employees shall be available and responsive to any unforeseen emergency or situation that may require immediate attention and shall endeavor to work in the best interest of the public.
4. This Section shall not be construed to interfere with the District's core essential operation. The Union shall hold harmless and indemnify the District, including reasonable attorneys' fees, from any and all claims or charges arising from the Union Action outlined in this Section.
5. In the event of any violation of this section, the District 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.
6. Any employee who continues to engage in the strike upon the passage of forty-eight (48) hours after notice by the District shall be subject to immediate discharge. Such discharge shall not be grievable.

Section 21: The Union retains the right to strike during the term of this Agreement should the Labor Relations Board order the employer to take corrective actions in relation to an Unfair Labor Practice filed by the Union, and should the employer fail to carry out the Labor Board order.

Section 22. SOLIDARITY DAY: As long as essential facilities and services remain minimally staffed and operational, and upon two weeks' notice by the Union to the employer, once a per calendar year the Union may call for a 24-hour day of Union action on a date of its choosing. However, such a day shall be postponed due to weather conditions or emergency conditions that require the greater participation of Union workers to better serve the public interest. Union members shall be response to emerging public emergencies even once the Union Day is underway. Time may be paid through accrued vacation or compensation time.

Section 23. UNION ROSTERS: Upon request, the employer will provide to the Union the names, positions, rates of pay, work email, personal email, home phone number, cell phone number, mailing address, and Union status.

Section 24. UNION PAYCHECK & JOB SECURITY: Under no circumstances shall any Union member suffer the impacts of a reduction in force without the employer first providing the Union and the impacted Union member, in writing, no less than 60 calendar days advance notice.

Section 25. LEGAL PROTECTION: The Employer agrees to pay the cost of legal representation for any employee who is the party to litigation in which it is alleged that, in the course of their employment, the employee acted in a negligent manner, subject to a reservation of rights letter. The Employer reserves the right to provide such representation through its own counsel or, at its discretion, to contract for services.

Section 26. DOG FRIENDLY WORKPLACE: EFUD permits employees to bring a dog into the workplace on an occasional basis only, subject to the following conditions:

1. Vaccinations and registered: The dog must have current vaccinations as required by applicable laws and regulations. The dog must also be registered.
2. Control: The dog must remain under the direct control of the employee at all times while on Town or District property.
3. Notification: The employee must provide advance notice of the intention to bring a dog to the workplace, including notice to all office colleagues, the District Manager, Director of Public Works, and the Union Representative. Notice shall be provided as far in advance as practicable.
4. Responsibility: The employee is fully responsible for cleaning up after the dog and ensuring that the dog does not cause disruption, interfere with work performance, or create health or safety concerns.
5. Objections: If any employee objects to the presence of the dog, the dog shall not be permitted in the workplace.
6. Exemptions: Service dogs are exempt from these provisions. Therapy dogs, however, are subject to this policy.

Section 27: BARGAINING RIGHTS: Whenever the Union and Employer engage in bargaining, the Union Chapter Chair and Union Stewards shall be provided paid release time, as needed, should any bargaining sessions be held during regular working hours. Any bargaining is done after working hours shall not be paid time. The decision to bargain during or after working hours shall be made by the Union, in consultation with the District. The Union shall use District-facilities to conduct meetings. Further, while the Union and Employer may mutually agree to additional bargaining ground rules, in no event shall such ground rules prevent the Union from communicating opening and transparently with its Union members while bargaining is underway.

Section 28. DISTRIBUTION OF THIS CBA: This Collective Bargaining Agreement shall be posted on the municipal website and can be printed on District machines.

ARTICLE V: MANAGEMENT'S RIGHTS

Section 1. Except as specifically limited by this Agreement, a well-established past practice, or a mandatory subject of bargaining, all management functions and responsibilities, whether or not possessed or exercised by the District prior to execution of this Agreement are reserved exclusively to the District. The exercise of the functions and responsibilities set forth in this Article shall be neither arbitrary nor capricious. These rights and limitations shall be applicable to the entirety of this Article.

Section 2. The management functions and responsibilities referred to in Section 1 above shall include, but not be limited to, the right:

- A. to determine qualifications, eligibility, and licensure requirements of vacant bargaining unit positions;
- B. to conduct interviews, consistent with the inclusion of bargaining unit members as specified in the union rights section of this contract.
- C. to make hiring decisions;
- D. to conduct background checks when required by law or as deemed necessary for applicants applying to vacant bargaining unit positions;
- E. to require physical and/or medical examination of employees when there is a reasonable cause for concern (however, when and if Management requires such medical examinations of existing Union employees, all costs will be paid by the District);
- F. to perform evaluations and establish evaluation procedures;
- G. to determine performance standards and productivity requirements;
- H. to determine all other professional standards;
- I. to determine assignment of administrative time;
- J. to determine notice time for changes in employment status, provided that no reduction in force is carried out without the District first providing 60 calendar days' notice to the impacted workers;
- K. to discipline and discharge bargaining unit employees for just cause;
- L. to lay off staff;
- M. to reassign staff between the water and wastewater functions; reassignment shall not result in a change in pay or benefits;
- N. whether or not to use a time clock;
- O. to require overtime, work on holidays, and time off;
- P. to require protection of proprietary information;
- Q. to organize, enlarge, reduce, or discontinue a function, position, department, or location;
- R. to determine whether any part of the whole organization shall continue to operate;
- S. to determine the size and composition of the work force at any single location;
- T. to determine the number and location of offices, buildings, facilities, and physical plant;
- U. to require employees to use new technology, tools, equipment, or labor-saving devices (provided, however, that the District will provide reasonable training to Union members for all such means of maintenance and production);
- V. to establish new jobs when a vacancy is posted;
- W. to determine the standards of service to be provided;
- X. to reasonably establish, change, administer, and enforce work rules, policies, and procedures relating to the job duties performed by bargaining unit employees;
- Y. to determine training needs and how and when personnel shall be trained;
- Z. to provide, eliminate, or change terms of benefits offered by the District (specifically relating to benefits offered by the District but which are not memorialized in this Collective Bargaining Agreement);
- AA. to reasonably determine the manner, means and methods by which all operations of the District shall be carried out;
- BB. and to take such other reasonable action as the District deems necessary to maintain the efficiency of its operations.

Section 3. All management functions and responsibilities specifically reserved to the District in this Agreement are retained by and vested exclusively in the District. The District's exercise of any management right or function in a particular manner shall not preclude the District from exercising the same in any other manner that does not expressly violate a specific provision of this Agreement. The District's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise the same.

Section 4. Management has the right to assign EFUD staff to perform work for the Town of Waterbury, subject to operating needs. This work shall not be precedent setting, and EFUD staff have no rights to any future work based on past practice.

Section 5. None of the provisions of this Agreement shall operate to preclude the District (with mutual agreement with the Union) from taking such action as it deems necessary for the care and protection of customers, the public, employees, equipment, and facilities in the event of an emergency as declared by the EFUD Commissioners

ARTICLE VI: ANTI-RACISM – NO DISCRIMINATION – NO HARASSMENT

Section 1. NO DISCRIMINATION: No employee covered by this agreement shall be discriminated against by the Employer or Union on the basis of race, creed, national origin, sexual orientation, gender, an actual or perceived pregnancy, gender identity or expression, marital status HIV/AIDS status, military status, religion, protected veteran status, age, disability, political affiliation, Union activity, or Non-Union Activity. The Employer further agrees that there will be no discrimination against any member for their adherence to any provision of the Agreement. The Union agrees there will be no discrimination against any management employee, union eligible employee who has opted not to become a member of the union, or elected official for their adherence to any provision of this Agreement.

Section 2. NO HARASSMENT: The Employer and the Union are committed to providing a work environment free of unlawful harassment. Sexual harassment, and harassment based on race, creed, national origin, sexual orientation, gender, an actual or perceived pregnancy, gender identity or expression, marital status, HIV/AIDS status, military status, religion, protected veteran status, age, disability, political affiliation, Union activity, or activity as an elected official or non-union employee.

The Employer further agrees that there will be no discrimination or harassment against any member for their adherence to any provision of the Agreement. The Union agrees there will be no discrimination against any management employee, union eligible employee who has opted not to become a member of the union, or elected official for their adherence to any provision of this Agreement.

All such harassment is unlawful and/or unacceptable. Retaliation for having reported or threatened to report such harassment shall not be tolerated.

Section 3. BUILDING AN ANTI-RACIST/ANTI-DISCRIMINATION CULTURE: Acts of

discrimination based on race and other protected characteristics will not be tolerated by the Employer or the Union and all complaints will be promptly investigated and addressed in accordance with the Policies and Practices of the Employer.

If the Union is made aware of a complaint involving alleged acts of discrimination based on race and other protected characteristics by a Union member, the Union may take further appropriate action (beyond those taken by the Employer) to rectify the situation according to the internal processes within the Union.

Union members are empowered and encouraged (and may be mandated by State of Vermont law) to report any known acts of discrimination which may be suffered by members of the public to the Employer. Such allegations of discrimination will likewise be promptly investigated and addressed, by the Employer, in accordance with Policies and Practices.

Establishing a broad anti-racist and anti-discriminatory culture based on social equity is an appropriate subject of discussion at Labor Management Committee meetings.

Section 4. MUTUAL ACCOUTABILITY AT ALL LEVELS: Discrimination, harassment, or sexual harassment complaints filed by the Union or Union members regarding management shall be handled promptly and fairly. An investigation process will be initiated to ensure impartiality upon receiving such complaints. The EFUD Commissioners shall acknowledge the complaint within 14 calendar days and shall have an official response within 45 calendar days. The investigation findings will be documented, and any necessary corrective actions will be addressed appropriately. Retaliation against any Union member for filing a complaint is strictly prohibited.

ARTICLE VII: JOB DESCRIPTIONS

Section 1. EXISTING JOB DESCRIPTIONS: Each employee shall have a job description that sets forth the employee's duties and responsibilities. Each job description shall state with particularity the job title or classification, duties of the job, pay scale, qualifications and further (where applicable) shall specifically designate which piece of equipment and/or vehicle is associated with the job. Job descriptions for each job title or classification shall be standardized excepting (where applicable) only the designation of the piece of equipment and/or vehicle associated with the particular job.

Revised job descriptions shall typically seek to not materially enlarge or contract the functions, duties, responsibilities, or qualifications which have historically been associated with the designated job title or classification in the past.

Section 2. REVISIONS TO JOB DESCRIPTIONS: Job descriptions that have been crafted or updated on or after November 1, 2022, or prior to one year after the ratification of this agreement, shall be considered approved by the union. All existing job descriptions shall be provided to the Union upon ratification of this Agreement and upon request thereafter. Any and all job descriptions updated prior to one year after ratification of this agreement shall be provided to the Union no less than ten days prior to going in effect. Such updated job descriptions shall be done by the District in good faith and shall not be crafted in a manner so as to decrease a

positions rate of pay or infringe on mandatory subjects of bargaining without the mutual agreement of the District and the Union.

After 365 days of ratification of this agreement, the District may revise job descriptions based on changing duties, required skills, abilities, regulations, or other criteria. The District also may revise job descriptions based on changes in technology. However, any changes the District wishes to make to job descriptions for existing District (Union eligible) positions must be signed off on by the Union Chapter Chair. Proposed changes to such job descriptions shall be provided by the District to the Union Chapter Chair and shall go into effect upon the Chapter Chair signing off on the proposed changes. The Union Chapter Chair shall act in good faith and shall endeavor to not unreasonably withhold their signature without good cause.

Revised job descriptions, including any proposed change in paygrades, shall be provided to the Union Steward.

Section 3. JOB DESCRIPTIONS FOR NEW POSITIONS: The District also reserves the right to create new positions and new job descriptions for those new positions, and to attach a wage to the description. When the District does this, it shall provide the job description to the Union Chapter Chair. The Union shall then have 10 calendar days in which to request collective bargaining with respect to the wage to be assigned to the revised job description. It is understood and agreed that wage be the only item of negotiation, that failures of the parties to agree on a rate of pay shall result in binding arbitration to resolve the matter, and that the wage rate set by the District shall be put into effect subject to such adjustments as may be made during collective bargaining or any ruling by the VLRB or an Arbitrator.

Upon creation of a new position to be covered by this agreement, the District Manager shall give notice on appropriate department bulletin boards. Such notice shall include the full job description, the rate of pay, and the proposed hours of work. Such notice shall be posted for 10 calendar days. All interested employees shall reply in writing to the District Manager within the 10 calendar days. When interviewing candidates for the position, the District shall give first priority to internal applicants within the bargaining unit. If the District does not believe the internal applicant is fully qualified for the position, the District may seek qualified applicants from outside the bargaining unit. The decision to hire internal applicants versus seeking outside candidates lies solely with the District and shall not be grievable so long as such a hiring decision was not discriminatory in nature (as defined by the non-discrimination clauses of the CBA).

Section 4. JOB DUTIES: Job descriptions may, at times, include wording such as "Other Related Duties As Assigned" but under no circumstances shall they include more open-ended wording such as "Other Duties As Assigned." Job descriptions may also include wording such as "other related information technologies, computing systems, information systems, digital systems, computer systems, and IT systems as required."

ARTICLE VIII: PROBATIONARY PERIOD

Section 1. PROBATION: New employees shall be evaluated for an initial six (6) month

probationary period from the date of hire. In the event that an employee is granted a leave during their probationary period, the probationary period shall be extended by the length of said leave. Further, this six-month probationary period must include 3 months working in winter (December through March) and 3 months working in Summer (June through August). Therefore, the original probationary period may be longer than six months in order to meet this requirement. In addition, the probationary period may be extended by an additional three (3) months by mutual agreement of the Union and Employer. At all times during the probationary period, employment is considered to be "at-will," and the employment relationship may be terminated by the Employer at any time for any lawful reason. All employees hired prior to September 1, 2025, upon ratification of this Agreement, shall not be on any probationary status and shall have all the rights, protections, and privileges of this Collective Bargaining Agreement.

ARTICLE IX: SENIORITY

Section 1. SENIORITY: Seniority shall be defined as an employee's length of continuous full-time or part-time service since their last date of hire, less any adjustments due to layoffs or other breaks in service for any of the reasons for termination of seniority specified in Section 3 herein.

Section 2. SENIORITY AS RULING FACTOR: The Employer shall establish a seniority list which shall be brought up to date on January 1st of each year and shall be posted on Division bulletin boards for a period of not less than 30 days. A copy of said list shall be mailed to the Union. Any objection to the seniority list shall be reported to the Employer within 10 days of posting or it will be considered approved. Seniority within the Union-eligible employee workforce shall be recognized. Seniority shall be based on the length of time an employee has worked as a full-time Union-eligible employee within the Department. The principle of seniority shall govern and control in all cases of promotion within the Union, transfer, and decrease or increase in the workforce, as well as preference and assignments to shift work and choice of vacation.

It is agreed that seniority shall not be considered in an emergency. Except as otherwise defined herein, an "emergency" shall be deemed to mean any event or incident not of a reasonably recurring nature relative to which the interest of the public at large is threatened.

In the event that two or more Union employees bid for an open bargaining unit position, and when the District decides that an internal applicant shall be awarded the position and multiple candidates appear equally qualified for the position, seniority shall determine who is awarded the position.

A separate seniority list shall be kept, by department, for part-time Union eligible workers.

Section 3. BREAK IN SENIORITY: Seniority for all purposes shall be terminated for any of the following reasons:

- a. Voluntary quit;
- b. Discharge for Just Cause;
- c. Failure to report for work within five (5) working days after notice of recall is given;

However, if the Employer is advised by the recalled employee, either in person or in writing, within said period that they will report for work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable exceptions to these limits may be agreed to in cases of proven sickness or injury to the employee or death in their immediate family;

- d. Absence for three (3) consecutive working days without reporting to the Employer unless impossible to do so;
- e. Failure to report for work at the end of a leave of absence or extension thereof;
- f. Failure to be recalled from lay-off or return to work due to any non-occupationally-connected illness or accident for a period of twelve (12) months; or
- g. Retirement.

However, a worker's seniority shall be restored if a separated employee returns to service within one year (365 days) after the break in service occurred.

Section 4. PROMOTION OUTSIDE BARGAINING UNIT: Any employee promoted to a supervisory position or transferred outside of the Bargaining Unit shall not lose their seniority, but shall not accumulate Bargaining Unit seniority for the time worked outside of the Bargaining Unit.

ARTICLE X: LICENCES, CERTIFICATIONS, & FURTHER EDUCATION

Section 1. PAID TRAININGS: Employees shall be compensated for all classroom time when attending mandatory/regulatory education, conferences, or training courses. All education, conferences and training courses must receive prior approval from the Director of Public Works or the District Manager. Travel to and from training shall be paid at the rate as determined by the IRS Mileage Reimbursement Rate. When calculating mileage an employee's normal commute shall be factored in, such that the reimbursement only covers mileage in addition to the regular commute. For travel to and from, as well as time spent participating in the above activities, employees will receive compensation at their standard hourly rates or, if applicable, at their overtime rates.

Section 2. OPERATING LICENSES: The Employer will cover the expenses for Water licenses and/or Wastewater licenses for the maximum time period permitted or the appropriate regulatory agency guidelines.

Section 3. CDL REIMBURSEMENT: Employees who have a commercial driver's license shall be reimbursed by the employer for expenses associated with maintaining the license.

Section 4. ALL OTHER LICENSE & EDUCATIONAL REQUIREMENTS: Any and all other license and/or educational requirements (with the exception of non-commercial drivers licenses and other educational requirements or certifications that may serve as a prerequisite for applying to bargaining unit positions) that may be required as a condition of employment, or used as part of the employee's job, shall be paid in full by the employer. Additionally, the employer will cover any and all renewable costs or continuing education costs that may be accrued while laboring for the District.

Section 5. EDUCATIONAL INCENTIVE. The District acknowledges the value for all staff members, including department heads, to participate in regular professional development activities that are related to their job duties, career advancement, or public administration. The District shall endeavor in good faith to provide such opportunities.

ARTICLE XI: POSTING OF VACANCIES

Section 1. VACANCIES & BIDDING: When a vacancy occurs within any Division that continues for more than a 30-day period, said vacancy shall be posted within 10 working days from the time the 30-day period ends, providing the need to fill said vacancy exists in the opinion of Management. In the event a vacancy is posted, any Union employee may make application to Management for that position. Vacancies shall be filled in accordance with Article IX, Seniority. As specified in Article IX, vacancies shall be filled by the most qualified candidate, and the employer may hire from outside of the union. Only when more than one equally qualified internal applicants bid for a position, and the District decides to fill the position from within, shall seniority be the determining factor.

The employee who is awarded the position shall be entitled to pay at the rate established for the new position into which he/she has successfully bid. Such rate shall be paid starting on the date the employee begins to work in the new position.

ARTICLE XII: SAFETY COMES FIRST! - HEALTH AND SAFETY

Section 1: Health and safety is a top priority of both Labor and Management and all health and safety related concerns and issues shall be a proper subject of discussion in the broader Labor Management Committee as established in the Union Rights Article of this Agreement.

Section 2. COMMITMENT TO WORKER SAFETY: The Employer agrees to make every effort to provide a safe and healthy workplace for all employees in compliance, and to comply to the utmost with Federal, State, and local laws relating to safety, sanitation, and health. Likewise, the Union and each employee covered by this Agreement shall cooperate to the fullest to ensure compliance with the above in the promotion and safety, safe work habits, good housekeeping, and agree to comply with all safety rules and regulations currently in effect, as well as any subsequent (health & safety related) rules, regulations, and measures that may be adopted by the Employer.

Section 3. RIGHT TO PERSONAL PROTECTIVE EQUIPMENT: Union members will be issued adequate Personal Protective Equipment (PPE) by the District (including but not limited to hard hats, gloves, and visibility vests) and shall not suffer discipline of any kind if the District fails to provide required PPE and the Union member then chooses to not perform work where that PPE is required by VOSHA and/or Department of Health guidelines.

Section 4. SAFE EQUIPMENT: The Employer shall be responsible for keeping all equipment in safe operating condition. Employees responsible for operating equipment shall report any unsafe condition(s) immediately to their supervisor. Employees responsible for operating equipment acknowledge they have an active role in maintaining safe equipment and shall take steps to ensure

equipment is appropriately maintained, greased, etc. to ensure safe operation.

Section 5. ROAD WORK: All employees (where applicable) working in or around public highways shall wear the current ANSI approved reflective safety clothing as prescribed by OSHA/VOSHA, and other sanctioned Federal and State agencies governing highway safety.

Section 6. RIGHT TO REFUSE UNSAFE WORK ORDERS: No Union member shall suffer unreasonable discipline because they refused perform a task, directive, or job that carries with it exposure to unreasonable danger beyond a routine nature to themselves, their co-workers, or the public. If and when a Union member is ordered to perform a task, directive, or job that is outside the mundane and traditional job duties that said worker asserts exposes them to danger, the worker asserting this concern shall first contact their Union Steward and immediate supervisor. If the Union Steward or supervisor reasonably affirms mutual concern about the unreasonable level of danger posed by such potential action, the Union Steward shall immediately inform the Employer, and the task shall not be carried out until the stated concerns are reviewed and by Management. If Management concurs with the Union Steward or supervisor that the task is in fact unreasonably dangerous, the task shall not be carried out. If Management asserts that the task is not unreasonably dangerous, and if the task is of an immediate nature, Management may order the Union member to go forward with the task. If the Union Steward or supervisor and the Union Member in question still maintains that the task is too dangerous to undertake, the Union member may still refuse to carry out said task, but as a result may be subject to disciplinary action from Management. However, when a dispute of this nature arises, the Employer may not terminate employees for actions taken (or not taken) under these conditions until and unless a third-party Arbiter first rules on the merit of the Union's safety concern. The Arbitration process shall be governed by the Grievance Procedure outlined in this CBA. Lessor forms of discipline that may be taken by the Employer can be immediately carried out according to the Discipline section of this CBA and are subject to the Grievance Procedure.

If the nature of the task about which a safety dispute has arisen is not time-critical and essential, and if Management and the Union Steward or supervisor disagree about the validity of the safety concern, the dispute between the Union and Management regarding what is dangerous shall be resolved through the Grievance Procedure. Upon mutual consent between the Union and Employer, the issue in dispute may be submitted directly to the Arbitration step of the grievance procedure for timely resolution.

Section 7. FIRST AID TRAINING: All EFUD employees may attend certification courses on Automatic External Defibrillator use (AED), Cardiopulmonary Resuscitation, and Basic First Aid. Such Employees shall recertify every two years following initial certification and on a schedule that ensures certifications do not lapse. The costs associated shall be borne by the Employer. These trainings will be scheduled by the District and shall occur on the clock. The District may choose to provide these training opportunities to other Union Members, but such training must be pre-approved by the department head or District Manager.

Section 8. STATE OF EMERGENCY: In the event that a State of Emergency or Public Health Emergency is declared by the President of the United States or the Governor of Vermont, the Union is empowered to invoke its right to bargain over may bargain the impacts of any changes in

working conditions or health and safety hazards as may rise out of the emergency or as may be precipitated by governmental mandates.

ARTICLE XIII: BOOTS, UNIFORMS, AND CLOTHING

Section 1. CLOTHING AND BOOTS: All EFUD employees shall be credited with a uniform/clothing allowance in the amount of \$500.00, beginning in 2026, for each year of this Agreement, which shall be prorated for the year in which an employee is hired. These allowances shall be provided on a reimbursement basis. With this allowance, employees shall purchase uniforms, winter jacket, safety footwear, or other work-related apparel. All apparel must be approved by the foreperson or public works director. The District will not provide any reimbursement for boots that do not have a safety toe. The amounts listed above shall increase by a rate of 2% each year on January 1.

Section 2. CLOTHING PROVIDED BY EMPLOYER: All non-office-based workers shall receive up to 11 pants and 11 shirts and two work jackets by the employer each year, as requested by the employee. The Employer shall provide public works employees with special equipment and special clothing as needed and determined by the employer, including but not limited to rubber boots, rain suits, aprons, and other items needed for safety. These items are to be supplied and/or replaced as needed.

ARTICLE XIV: HOURS OF WORK, BREAK TIMES, CLEAN UP TIME

Section 1: Hours of Work: For Wastewater Department workers, the routine work schedule shall consist of 40 hours per work week divided among five tours of duty of four 9-hour tours and one 4-hour tour. The 4-hour tour shall be flexible if a holiday falls during the week.

For Water Department workers, the routine work schedule shall consist of 40 hours per work week divided among four tours of duty of four 10-hour tours. The schedule will be revolving based on the on-call rotation.

Management retains the right to change work schedules as it sees fit. However, in all events, the Wastewater operators shall maintain their 4.5-day work schedules and the Water operators shall maintain their 4-day work schedules. In addition, Union members shall not be regularly scheduled to work on Saturdays and Sundays, with the exception of weekend rounds. Compensation for weekend rounds shall equal the employee's 3-hour "call-out" pay.

Lastly, EFUD shall endeavor to cross-train water and wastewater operators. EFUD shall not implement a one-person weekend assignment until at least a full year of cross-training has occurred after ratification of this agreement. To effect a smooth transition to one-person weekend rounds, a second operator will be scheduled and compensated for the weekend rounds but will not be required to be on site unless circumstances require. This "shadowing" will last six months.

Section 2. MEAL BREAK: Meal breaks will continue as prescribed as of May 1, 2025.

Employees who work more than four (4) consecutive hours of overtime shall be given either a

one-half hour rest period with pay or an additional one-half hour of compensation for each four (4) hour period. In cases where a rest period is given it shall be given as soon as is practical given the nature of the work being performed. This provision shall not apply if the employee does not work beyond the end of any such four (4) hour period.

Section 3. REQUIRED NOTIFICATION OF CHANGES IN SCHEDULES: Should the Employer seek to implement permanent changes to established shift schedules, the Employer shall provide 30 days' notice to the Union and, at the request of the Union, shall meet to bargain the effects.

ARTICLE XV: WATER & COFFEE PROVIDED BY EMPLOYER

Section 1. DRINKING WATER: It shall be the responsibility of the employer to furnish drinking water on jobs where it is not readily available. It shall be the responsibility of the Union to see that the water containers are not stolen, destroyed, or lost.

Section 2. COFFEE: Coffee shall be provided by the employer for all employees at all job sites.

ARTICLE XVI: FAIR DAYS PAY FOR FAIR DAYS WORK - RATES OF PAY & STEP SYSTEM

Section 1. PAY GRADES & ANNUAL STEP RAISES: All Union positions shall be assigned a pay grade. All pay grades shall have a step chart with 20 steps. The value of each step shall be 0.5%.

Section 2: All existing employees upon ratification of this Agreement shall be placed in the step schedule that is specified in Appendix A. Employees hired after the ratification of this contract shall be subject to the step schedule as specified in Appendix A.

Section 3: Employees who have reached the highest step in the pay scale, and will no longer receive step increases, will receive the COLA increase outlined below and a longevity bonus of \$1,000.

Section 4: Workers may be paid on a bi-weekly basis beginning on July 1, 2026. Management shall provide reasonable notification to the Union prior to this change occurring.

Section 5. ANNUAL COST OF LIVING ADJUSTMENT: Pay for positions within the bargaining unit will be outlined in a pay scale to include pay grades and steps within each pay grade. Annual adjustments will be 3.0%. The increase shall be provided on July 1st of each year, beginning in 2026.

Section 6. NEW HIRE RATE OF PAY: New hire starting salary shall be Step 1 for the relevant pay grade in Appendix A. Alternatively, if Management deems that a salary rate other than the rate specified in Appendix A (Step 1) for new hires does not appropriately recognize the applicant's years of experience, a revised rate may be implemented using the following process:

A. Management will determine the proposed rate by allocating six months of service for each

year of the applicant's experience in a related position up to a maximum of 10 years. Any such pay rate shall not exceed the base rate paid to the most senior worker in that department.

B. The Union Shop Steward will be notified of the nature and/or amount of the revised rate adjustment and the proposed implementation date.

C. Deviations from sections (A) and (B) above can be made via mutual agreement between the Union and EFUD.

ARTICLE XVII: OVERTIME RATES OF PAY & DOUBLE TIME & FLEX TIME

Section 1. TIME-AND-ONE-HALF OVERTIME: Available overtime work opportunities shall be equitably distributed and voluntary as far as is reasonably practical among regular employees in the job classification in which the overtime work is to be performed. Regular employees shall be given priority in available overtime work. Each department shall prepare an overtime list to foster the proper distribution of overtime; such list shall be made available for review by each department's steward. All employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of eight (8) hours in a workday (or ten (10) hours for employees on a ten-hour workday or nine (nine) hours for employees on a nine-hour workday) or forty (40) hours in a workweek. Sick time, vacation time, holiday time, or other approved paid absences shall be counted as hours worked. There shall be no pyramiding of overtime pay. When it becomes necessary for employees to be called in for overtime work, and where such work is in a department with an active on-call system in place, the on-call worker(s) shall be called first, then the worker(s) assigned to the next on-call rotation, then the rest of the department list shall be called until such time as enough workers respond to the overtime request required to address the issue.

Section 2. WORK DONE OUTSIDE REGULAR SCHEDULE: Any work done outside of the employee's regular scheduled shift shall be paid at time-and-one-half rates (unless such work qualifies for a higher rate of pay subject to this Agreement).

Section 3. DOUBLE-TIME OVERTIME: If an employee works 16 consecutive hours, hours 12 through 16 shall be paid at double-time rates.

Section 4. FLEX TIME: At the discretion of an individual Union member, so long as there are no negative impacts on operations, and with approval of the supervisor, workers may flex their time in a given week. For example, in cases where an employee works an hour past their regular stop time on a Monday, they may choose (with approval) to come in an hour later or leave an hour earlier on a day later in the week. Flex time, when implemented, must be used in the same week in which the additional time was worked.

ARTICLE XVIII: COMPTIME

Section 1. COMPTIME: Employees entitled to overtime shall be allowed compensatory time at time-and-one-half in lieu of such overtime consistent with the provisions of the Fair Labor Standards Act. Employees allowed compensatory time in lieu of overtime may utilize such time

consistent with the procedure set forth in this Agreement concerning time off requests for vacation leave. The compensatory time bank shall be limited to 100-hours. Compensatory time not traded in may be accrued from year to year, consistent with and subject to limitations set forth in the Fair Labor Standards Act. Overtime hours designated as compensation time shall be used as time off, and the employee shall not be able to receive a cash payment for these hours. If an employee leaves EFUD they shall be paid for any accumulated compensatory time, up to 100-hours. Compensation time shall be eligible for a cash payment shall the District Manager deem an Emergency Circumstance Leave Buyback is granted.

ARTICLE XIX: DIFFERENTIAL PAY

Section 1. SECOND SHIFT DIFFERENTIAL: A shift differential in the amount of \$2.25 per hour will be paid for all hours worked on regularly scheduled shifts between the hours of 4:30 p.m. and 6:00 a.m. All shift differentials provided for herein shall apply only to time actually worked and shall not apply when an employee is on any paid or unpaid leave or for any hours of work compensated at overtime rates.

ARTICLE XX: MINIMUM PAY FOR BEING CALLED INTO WORK & WEEKEND ROUNDS

Section 1. CALL OUTS: Any time an employee is called into work after their regularly scheduled shift, the employee shall be paid a minimum of three (3) hours at the overtime rate for any call-in outside of the regularly scheduled shift. This three-hour OT minimum shall be credited to a worker even when such a call-in rolls into their regular start time and shall be in addition to their regular pay. There shall be no limits to how many call-in periods are triggered in a 24-hour period. However, a worker shall not receive two minimum payments for two calls that occur within the same three-hour period.

For Water and Wastewater Department employees who can resolve issues from home shall be paid one (1) hour at the overtime rate if the issue can be resolved without physically going to EFUD facilities which includes distribution and collection. If the issue cannot be resolved within that first hour, then the three (3) hour minimum will be applied.

Section 2. WEEKEND ROUNDS FOR EFUD: Weekend rounds for EFUD workers shall be paid as set out in Article XIV. If work is completed in less than three hours impacted worker may return home. Any call-ins after worker has left job site shall trigger Section 1 of this Article.

ARTICLE XXI: ON-CALL PAY

Section 1. ON-CALL ASSIGNMENT: The Employer recognizes the need for an on-call rotation and overtime requirements with regard to work disciplines and normally assigned tasks for EFUD employees. On Call assignments shall cover seven (7) days of the week, beginning and ending at the start of the shift on Tuesday morning. On call employees must call back within 10 minutes of receiving a message and must arrive at the work site within 50 minutes (or no less than the time it takes to drive from their home to the worksite). The on-call person will be the first person to respond to any callouts. However, if the on-call person is on a mandatory rest time or otherwise

unavailable, the on-call person shall be determined by order of seniority.

Both the Water and Wastewater departments shall maintain a year-round on-call rotation.

ARTICLE XXII: EXPENSE REIMBURSEMENTS

Section 1. EXPENSE REIMBURSEMENTS: Employees covered by this Agreement who are required to use personal vehicles for work when Employer vehicles are not available to the employee at their work station, shall be paid the mileage rate established by the I.R.S. and in effect on July 1, for each year of this Agreement. Employees shall only be reimbursed for miles driven in excess of their regular commute.

ARTICLE XXIII: GENERAL STIPENDS & BONUSES & INCENTIVES

Section 1: Individuals hired after the ratification of this agreement shall be classified as Junior Operators unless they have already been awarded a class 4C water treatment license or Wastewater Operator Grade 2 license. Individuals hired without these licenses shall automatically become regular, full operators once they are able to obtain these licenses.

In the event a Junior Operator becomes a full operator they shall be classified on the step and grade schedule at the lowest step that provides a minimum increase of 5.0%.

Section 2. CELL PHONE STIPEND: All Union employees who are not issued a cell phone by the District shall receive a monthly cell phone stipend of \$50 per month.

Section 3. MERIT BONUS: Each employee is eligible for a merit bonus as determined by the EFUD Commissioners. The bonus amount, and the reason for providing the bonus, shall not be precedent setting or subject to grievance.

Section 4. EFUD employees who are also members of the Waterbury Fire Department shall have the option to respond to emergency calls during work hours so long as District operations are not disrupted. Employees shall be able to utilize their compensation or vacation time during these hours so they do not suffer any loss of pay.

ARTICLE XXIV: LONGEVITY BONUS

Section 1. Individuals whose length of service results in them not receiving a step increase shall receive an annual longevity bonus of \$1,000. The payment shall occur during the first pay period after July 1st.

ARTICLE XXV: MAXIMUM HOURS OF WORK IN EMERGENCY SITUATIONS

Section 1. MAXIMUM HOURS OF WORK: Under no circumstances, except in dire emergency situations, will an employee work in excess of sixteen (16) consecutive hours. Should an employee work for sixteen (16) consecutive hours, the employee will be paid double-time from the end of the 12th hour through the end of the 16th hour (and for any time worked beyond 16 hours) of this

work period. Employees are required to have a minimum of eight (8) hours of 'rest time' between shifts of 16 hours (or more). If the 'rest time' overlaps with the beginning of an employee's next scheduled shift, the Employer will pay the first four hours of rest time without the use of accrued leave. For any remaining hours of rest period that occur during a regular shift the employee shall either extend the next scheduled shift to complete eight (8) hours, use vacation time, comp time, or sick time to make up the eight hours, or not be paid for any hours lost as a result of taking the required rest time. For purposes of this provision, should a sixteen (16) hour shift occur on a holiday, worked time and/or applicable overtime shall be paid in addition to holiday pay.

ARTICLE XXVI: REQUESTS FOR JOB RECLASSIFICATIONS

Section 1. RECLASSIFICATION OF UNION POSITIONS: An individual or union steward may request an upward pay grade class for a job based upon an added responsibility or job duty to the District Manager. The Manager shall review the request and make a determination. If the decision is not in favor the change, then the individual or union steward, on their behalf, shall be eligible to make an appeal to the District Commissioners, and the individual or union steward has the right to attend a hearing of the Commissioners. The Commissioners shall make a final determination that shall not be subject to appeal or grievance.

ARTICLE XXVII: PROMOTIONS WITHIN THE UNION

Section 1. PROMOTION RAISES: Union members who are promoted to a position that carries a higher pay grade will move to the step in their new pay band which provides a minimum of a 5% increase in their hourly rate of pay.

ARTICLE XXVIII: INJURY ON THE JOB & WORKER'S COMPENSATION

Section 1. WORKER'S COMP: The Employer shall abide by the law concerning the Worker's Compensation benefit. If a Union worker is absent due to an injury covered by Worker's Compensation, the Employer agrees to pay the difference between the Worker's Compensation benefit and the employee's after-tax wages for a period of one (1) year and the employee shall also continue to accumulate sick and vacation time. In the determination of the "difference" owed to the employee, the Employer shall make adjustments to ensure the employee suffers no additional loss of compensation due to payroll deductions made for tax or benefit purposes. The Employer also agrees to guarantee the employee return rights to a job, for two (2) years. In determining an employee's after-tax wages an average shall be taken from the prior 13-pay periods. Nothing herein precludes the Employer from hiring temporary help from outside the bargaining unit to fill the position left by an employee on extended Worker's Compensation. Upon the employee's return to work, the temporary employee shall have no job rights and shall be terminated.

ARTICLE XXIX: PAID HOLIDAYS

Section 1. PAID HOLIDAYS: The following days shall be recognized as holidays:

- New Year's Day - January 1
- Martin Luther King, Jr.'s Birthday - Third Monday in January
- President's Day - Third Monday in February

- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Indigenous Peoples Day or Juneteenth (upon mutual agreement between the individual employee and the District).
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Day - December 25

Section 2. FLOATING HOLIDAYS: In addition, all employees shall be allowed one (1) floating holiday per fiscal year for religious, social or personal need.

Section 3. OBSERVED HOLIDAY & HOLIDAY PAY: Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. On a designated holiday employees shall be excused from all work (except as scheduled or called in by a Department Head to maintain essential services) and shall receive regular compensation for that day.

ARTICLE XXX: PAID VACATIONS

Section 1. VACATIONS: Employees electing to utilize vacation shall be entitled to be free from work for the duration of the assigned weekly schedule inclusive of both scheduled and on-call hours. Vacation time requests shall not be unreasonably denied and may be taken in one-hour increments.

Vacation leave accrual rates shall be as follows:

Years of Service	Accrual Rate Per Month	Hours Per Year
1 st – 5 th Year of Employment	6.67	80
6 th – 10 th Year of Employment	10.00	120
11 th – 20 th Year of Employment	12.00	144
More than 20 Years of Employment	13.33	160

The District Manager has the right to provide new hires with accrued vacation time at his/her discretion.

Vacation accrual rates shall be pro-rated for part-time employees.

Section 2. VACATION SCHEDULING: Employees begin to accrue vacation time from their date of hire. Subject to the operating needs of the Department, the Employer will honor vacation time, with seniority being a determining factor in the event of any conflict between employees over vacation scheduling.

Section 3. VACATION LEAVE BUY-BACK UPON SEPERATION: A worker who leaves employment for any reason during the year will be compensated for their accrued vacation leave.

In the event of their death, such payment will be made to their spouse or next-of-kin as stipulated by the employee in writing.

ARTICLE XXXI: PERSONAL LEAVE

Section 1. PERSONAL LEAVE: All employees shall receive one (1) day per year of personal leave on actual hours worked. Personal leave shall be taken at a time requested by the employee with, when practical, prior written approval by supervisor. Such approval shall not be unreasonably denied.

Personal Leave shall be granted to part time employees on a pro-rated basis. A personal leave day shall be consistent with an employee's regularly scheduled shift time (i.e. 8 hours for an 8-hour shift, 10 hours for a 10-hour shift).

ARTICLE XXXII: SICK LEAVE

Section 1. USE OF SICK LEAVE: Sick leave may be used to care for the employee's own physical or mental illness, injury, or medical condition that prevents them from performing their regular duties as scheduled.

Section 2. ACCRUAL OF SICK LEAVE: All permanent full-time employees shall be entitled to sick leave as specified below:

Years of Service	Accrual Rate Per Month	Hours Per Year
1st - 10th Year of Employment	8.00	96
6th - 10th Year of Employment	12.00	144

Any employee who commenced work for the Employer on or after the 16th of any month shall not be awarded sick leave for that month. Sick leave shall accrue in a pro-rated basis for part time employees.

Section 3. SICK LEAVE INCREMENTS: All personnel will be charged one hour of sick time for each hour of sick time taken. In event less than a full workday is missed, the number of sick hours charged will be prorated based on 15-minute increments.

ARTICLE XXXIII: SICK LEAVE DIRECT DONATIONS

Section 1. SICK LEAVE DIRECT DONATIONS: Employees may voluntarily donate accrued leave (to include sick leave, vacation leave, "floaters", and comp time) to another employee who will have such donation time credited as "sick" leave. Employees wishing to receive donated leave must have exhausted all accrued time before any donated time will be transferred to their accruals. The rate of donation shall be counted as hours, and there shall be no adjustment for an employee's respective rate of pay.

ARTICLE XXXIV: SHORT- & LONG-TERM DISABILITY AND LONG-TERM CARE

Section 1. DISABILITY COVERAGE: The Employer shall provide at no cost to the employee Short-Term and Long-Term Disability insurance coverage. It is understood that the Employer's sole obligation is to purchase an insurance policy and the Employer may change carriers at its discretion so long as the benefits are reasonably comparable.

Section 2. SHORT TERM DISABILITY:

- a. Benefits for an accident will commence on the 31st day of disability
- b. Benefits for sickness will commence on the 31st day of disability.
- c. Payments will continue for a maximum of 22 weeks. The benefit amount shall not be less than 66 2/3% of the employee's normal compensation up to \$500 per week.
- d. Employees may utilize accrued sick leave to supplement their benefit up to their normal compensation. The District is not responsible for any loss of disability coverage should the employees elect to utilize accrued time.

Section 3. LONG TERM DISABILITY:

- a. Available to eligible employees:
 - a. Regular full-time employees
 - b. Regular part-time employees working a minimum of twenty (20) hours per week
 - c. Must have been employed for at least thirty (30) days
- b. Provided through a non-contributory (employer-paid) base plan
- c. Monthly benefit equals 60% of basic monthly earnings
 - a. Maximum monthly benefit is \$4,000
 - b. Benefits are reduced by other applicable offsets
- d. Eligible employees are automatically enrolled
 - a. Coverage begins the first day of the calendar month following the employee's hire date
- e. Coverage ends on the employee's last day of employment
- f. Employees should refer to the official Plan document for full details
- g. Questions should be directed to the District manager.

Section 4. LONG-TERM CARE INSURANCE: Long-Term Care Insurance shall be offered to existing employees subject to restrictions placed by the insurer, and at employee expense.

ARTICLE XXXV: FAMILY MEDICAL LEAVE

FAMILY MEDICAL LEAVE: The District shall follow all state and federal laws concerning the family medical leave act.

ARTICLE XXXVI: POLITICAL LEAVE

Section 1. POLITICAL OFFICE LEAVE: Employees appointed or elected to the Vermont State Legislature shall be granted a leave of absence with pay. The Employer shall pay the difference between the payment the employee receives from the Legislature and their regular pay.

Section 2. CONTINUATION OF BENEFITS & SENIORITY WHILE IN OFFICE: Any Union member who is elected to a State office, provided that their elected office leave does not exceed four (6) months duration, shall not constitute a break in service. Vacation and sick leave shall accrue and fringe benefits will be provided.

Section 3. TOWN MEETING DAY: Town Meeting Day shall be a paid day off to allow Union Members to engage in the local democracy in their communities. As a matter of course, Town Meeting Day shall be treated in every regards the same as if it were a paid holiday (on the actual day it occurs) as if defined and provided for in the Paid Holiday Article of this Agreement. Should the Town in which the EFUD employee resides in a community that utilizes Australian ballot process exclusively and does not have a town meeting, then Town Meeting Day shall be treated as a regular workday. Participation in town meeting is mandatory to utilize this benefit.

Section 4. VOTING LEAVE: If an employee does not have sufficient time outside the regular working hours within which to vote, he/she may request to take off such working time as will, when added to his/her voting time outside working hours, enable him/her to vote, upon approval by the District Manager. Such time shall be at the beginning or end of a work shift unless otherwise approved by the immediate supervisor.

ARTICLE XXXVII: JURY DUTY LEAVE

Section 1. JURY DUTY: An employee summoned to Jury Duty will be excused from their work for the required period to perform this duty. During the time an employee is serving on Jury Duty, the Employer shall pay their regular rate of pay, less any amounts paid to the employee for their service on jury duty. Employees summoned to Court or other public body on any matter not related to work in which they are not personally involved (as a plaintiff or defendant) shall be granted a leave of absence with pay for the period necessary to fulfill their civic duties. Employees summoned to Court shall provide a copy of the summons to the Department Head.

ARTICLE XXXVIII: MILITARY DUTY LEAVE

Section 1. MILITARY LEAVE: Any regular employee who has completed the probationary period shall be entitled to military leave without pay as provided by applicable Federal laws under 38 USC Subchapter I, General, §4301 et. seq. and Subchapter II, Employment and Reemployment Rights, and Limitations; Prohibitions, §4311 et. seq.; and applicable State Law, 21 V.S.A. Subchapter 5, Employment Rights for Reserve and National Guard Members, §491 et. seq.

In addition, Union members who are eligible may take up to 12 weeks of leave from employment to deal with “qualified exigencies” caused by the call to active duty of members of the National Guard, Military Reserves, some retirees and regular duty Armed Forces personnel who are deployed to a foreign country in accordance with the federal Family Medical Leave Act as amended, 29 U.S.C. 201 et. seq. and its regulations, all as they may be amended from time to time (“FMLA”). Also in accordance with the FMLA, an eligible employee may take up to 26 weeks of leave to care for a member of the Armed Forces, including the National Guard and Reserves, who is undergoing medical treatment, recuperation or therapy in an out-patient status or is on the

temporarily disabled retired list due to a serious injury or illness that occurred while on active duty. Eligible employees are limited to a combined total of 26 weeks of FMLA leave for all qualifying reasons during a 12-month period with the regular 12-week limit applying to other FMLA reasons for leave. The 12-month period shall be on a rolling forward basis and an approved leave shall begin on the first day of absence.

Military Reserve Training or National Guard Service: A regular employee who has completed their probationary period and who is a member of the National Guard or any reserve component of the United States Armed Forces, will be allowed leave of absence for official training or duty in accordance with State and Federal law. Compensation for this period of military leave shall be computed on the basis of the difference between military base pay received including housing, food and other monetary compensation and the amount designated as the straight time weekly salary for the position of the employee. A copy of the military pay voucher shall be submitted prior to authorization for payment to the employee for the period of leave.

ARTICLE XXXIX: BEREAVEMENT LEAVE

Section 1. LOSS OF SPOUSE OR CHILD: In the event of death of the spouse or child of an employee, the employee shall be granted ten (10) days leave of absence with full pay to make necessary adjustments.

Section 2. Paid bereavement leave of up to three (3) days may be available to an employee who wishes to take time off due to the death of a family member other than a spouse or child. The employee should notify their supervisor as promptly as possible of the request for leave. Bereavement leave may be denied if necessary for District operations.

Family member is defined as an employee's spouse, child, grandchild, parent, mother-in-law, father-in-law, brother, sister, brother-in-law, and sister-in law.

Paid bereavement leave may be taken near the time of the death or the time of scheduled service and the time may be split between those times. Total paid bereavement leave may not exceed three days. Paid bereavement shall also be provided in the event of a miscarriage suffered by an employee or their spouse.

Employees are allowed up to four hours of bereavement leave to attend the funeral of an employee or retiree of the municipality.

ARTICLE XL: UNPAID LEAVE OF ABSENCE

Section 1. UNPAID LEAVE: Upon approval of the District Manager, an employee may be granted leave without pay for a specified period of time. At the expiration of a leave without pay, the employee shall return to the same position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. During leave without pay in excess of thirty (30) calendar days, vacation and sick leave shall not accrue. However, in the event of leave without pay necessitated by sickness or disability, and employee may continue to receive all benefits for a period not to exceed two (2)

years.

ARTICLE XLI: HEALTHCARE

Section 1. The District shall continue to participate in a high-deductible health care plan. Participating employees shall pay for the first portion of the related deductible, in the amounts of \$2,000 for a single person plan and \$4,000 for all other plans. The District shall have the authority to change carriers if a substitute plan with equivalent benefits is available. The union shall have the right to participate in discussion dealing with a substitute plan, and shall have the right to grieve the issue or whether the successor plan provides equivalent benefits.

Section 2. Beginning in 2027, in the event health insurance premiums increases exceed 4.0%, the employee shall pay for 50% of the increase in premium expenses through an increased in their portion of the deductible expense.

Section 3. HEALTHCARE OPT-OUT/BUY BACK BENEFIT: The Employers will provide employees a stipend, in lieu of health insurance, at a rate of \$1,800 per year for opting out of the single person coverage; \$3,600 per year for opting out of the family coverage if the employee provides proof that they are covered by other health insurance. This shall be reimbursed via payroll on a bi-weekly basis. These amounts shall increase in 2027 and future years consistent with the average percentage increase in water and sewer rates as determined by the District Commissioners.

Section 4. BIRTH CONTROL: If birth control options are not covered by the group medical plan, the Employer will reimburse employees who are participants in the group medical plan fifty percent (50%) of the cost of the birth control, including vasectomy procedures after the employee provides the town with a receipt for such purchase.

Section 5. CONTINUATION OF HEALTHCARE: Employees who are granted leave without pay due to sickness, childbirth, or accidental disability shall continue to receive benefits under the Employer's hospital and medical plan for a period not to exceed two (2) years at the Employer's expense. The individual on leave shall remain responsible for their respective portion of the deductible expense.

ARTICLE XLII: DENTAL INSURANCE

Section 1. DENTAL: The Employer shall provide at no cost to the employee a dental plan of which the Employer shall pay 100% premium costs for the employee, and the plan shall be available for spouses and dependents at the employee's expense.

ARTICLE XLIII: VISION PLAN

Section 1. VISION: The Employer provides vision insurance to all full-time staff with the premium paid by the Employer, and is available to spouses and dependents at the employee's expense.

ARTICLE XLIV: EMPLOYEE ASSISTANCE PROGRAM

Section 1. EAP: An Employee Assistance Program (EAP) is offered by the Employer to the Union. Information concerning EAP along with contact information shall be provided to employees by the District Manager.

ARTICLE XLV: REDUCTION IN FORCE & RECALL

Section 1. LAYOFFS:

A. The Employer in its discretion shall determine whether layoffs are necessary and shall determine which job classifications within the Bargaining Unit shall be adversely affected. Layoffs shall ordinarily be for lack of work and/or lack of funds. In the event of a layoff or reduction in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

B. Whenever layoffs are contemplated, the Employer shall notify the Union as early as possible. Notices of individual layoffs shall be provided, in writing, by the Department Head to each individual employee who is to be laid off no later than sixty (60) days prior to the effective date of such layoff. If an employee is unavailable to receive notice of layoff for a period of 5 calendar days from when said notice is prepared, the Department Head may provide said written notice to the Union Chapter Chair and such notice shall be considered notice to the employee.

C. An employee who is given notice that they are to be laid off shall have the right to transfer into any vacancy existing at the time of notice of layoff, or any vacancy expected by the Employer to become available within sixty (60) days of the time of notice of layoff, if the employee is qualified by training or experience for the position. Whenever the Employer notifies an individual of layoff, the Employer shall provide to the employee a current list (including current job descriptions) of actual vacancies and vacancies anticipated within sixty (60) days of any notice of layoff.

D. An employee who is given notice that they are to be laid off will have the right to displace a less senior employee in a position for which they are otherwise qualified by prior preparation and/or experience as the displaced employee, provided, however, that an employee may exercise displacement rights only into a job classification which is equal to or lower than their own, or into a higher job classification if previously held by the employee and the employee is otherwise as qualified by prior preparation and/or experience as the displaced employee. In addition, a part-time employee may only displace another part-time employee, not a full-time employee.

E. An employee who has received written notice of layoff shall have fourteen (14) calendar days from receipt of said notice to provide written notice to the Employer of the employee's desire to transfer into an existing or anticipated vacancy, or of their desire to displace under Sub-Section D. Said written notice shall be sent by the employee to the Department Head of the Department in which the new position is located. Such notice shall state which position is desired and include sufficient proof of qualifications for the job. Upon being so notified, the Department Head shall

decide within five (5) working days whether the applicant meets the qualifications for the job in question and so notify the employee, in writing. If the Department Head decides that an employee does not meet the qualifications (as provided in Sub-Section D) for the job in question, the employee shall have fourteen (14) calendar days from receipt of written notice of non-qualification to provide written notice to the Employer of their desire to transfer into any other existing or anticipated vacancy or vacancies or of their desire to displace. Said written notice(s) shall be sent to the Department Head(s) of the Department(s) in which the new position(s) is (are) located. Preferences among positions (if more than one are listed by the employee) may be stated by the employee. Notice(s) shall include sufficient proof of qualification for the job(s). Upon being so notified, each Department Head shall decide within five (5) working days ten (10) working days if the applicant has more than three (3) applications pending at the time) whether the applicant meets the qualifications (as provided in Sub-Section D) for the job(s) in question, and so notify the employee, in writing. Should an employee receive notice that the employee is qualified for more than one job, the employee shall have five (5) working days to notify the Employer of which position is desired. Said notice shall be sent by the employee to the Department Head for the Department in which the position is located.

F. If transfer is requested and permitted, the employee shall make the transfer as soon as is practical after the new position is available. In the event that the new position will not be available until after the effective date of layoff, the employee may be assigned duties within their original or new job description or request sick leave, earned vacation leave and/or leave without pay in order to bridge the gap between layoff and transfer into the new position. In the event that an employee does use sick leave as provided herein, the employee's sick leave accumulation shall be reduced one day for each day used.

G. If displacement is requested and permitted, the displaced employee shall be promptly given a sixty (60) day notice of layoff and shall have the same rights as the employee who originally received such notice. The displacing employee shall move into the new position as soon as is practical as determined by the Department Head of the Department into which the employee is moving. Unless the Union and the Employer otherwise agree, the displaced employee may be assigned duties only within their original job description for the balance of any period between displacement and relocation or layoff. The displaced employee may also request earned vacation leave for some or all of the balance of the period between displacement and relocation or layoff.

H. An employee who is not permitted by the Department Head to transfer into a vacant position or to displace an employee may utilize the Grievance and Arbitration procedure by filing an appeal of the Department Head's decision. If a grievance is not resolved, the Union may proceed to Arbitration under this Agreement provided that an employee may utilize arbitration only once per notice of layoff. In the event that the Union does proceed to Arbitration under this section, the Employer and the Union agree to make a good faith effort to expedite the arbitration process.

I. In the event that a laid off employee remains unemployed, the Employer shall allow them to buy the current medical insurance coverage for eighteen (18) months at the group rate which the Employer pays. An administrative fee as permitted by COBRA may be added to the group rate after the first 12 months of coverage under this Article. Employees on layoff status shall be afforded preferred consideration for any part-time or seasonal work which is available and may be

permitted under the Collective Bargaining Agreement.

J. Part time employees cannot displace full time employees. Part time employees can only displace other part time employees. However, full time employees can displace part time employees.

Section 2. RECALL RIGHTS:

A. Laid off employees will enjoy recall rights for two (2) years from the date they are laid off, but will accrue seniority for a maximum of one (1) year. If there is a recall, employees on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

B. If any employee is recalled to a position in a lower related job classification, they shall have the right to return to the job classification they held prior to being laid off in the event it subsequently becomes available so long as the employee still meets the qualifications for the job. The Employer shall not hire new employees for vacant bargaining unit positions, regardless of the source of funding of such position, as long as there are still Bargaining Unit employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

C. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union Chapter Chair and respective Steward, provided that the employee must notify the Department within ten (10) days after receiving notice of recall of their intention to return. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee to the Department Head.

D. Once an employee has been afforded the opportunity of recall under this section and has refused such recall, they shall be deemed to have waived all recall rights under this section except that if an employee is recalled to a lower rated job classification the employee shall have the right to refuse the recall without waiving any rights to subsequent recall.

E. The normal Union Job Bidding process outlined in this Agreement shall not be adhered to in cases where Union workers have suffered a layoff and have the right to return to their old position as part of this Recall process.

ARTICLE XLVI: UNEMPLOYMENT INSURANCE

Section 1. UNEMPLOYMENT INSURENCE: The Employer shall contribute to the Vermont Department of Employment and Training on behalf of its employees whenever they are eligible for unemployment compensation benefits.

ARTICLE XLVII: DEFINED BENEFIT PENSION PLAN & EARLY RETIREMENT INCENTIVE

Section 1. DEFINED BENEFIT PENSION: All full-time eligible Bargaining Unit members, hired

after the ratification of this first Collective Bargaining Agreement (2025), are required to enroll in the VMERS Group DB Plan B or DC as a condition of employment, consistent with the rules and regulations set forth by VMERS.

Section 2. 457 Deferred Compensation Plan: Full-time Employees may also elect to contribute to the 457 plan deferred compensation plan.

ARTICLE XLVII: LIFE INSURANCE

Section 1. LIFE INSURANCE: The Employer will furnish life insurance for employees in an amount equal to two (2) times the base annual earnings rounded to the nearest one thousand dollars (\$1,000.00). Such insurance shall have a maximum benefit of one hundred fifty thousand dollars (\$150,000.00). Such insurance is subject to coverage changes as determined by the carrier. Major coverage changes shall be relayed to the Union.

ARTICLE XLIX: PROGRESSIVE DISCIPLINE

Section 1. JUST CAUSE: No employee shall be disciplined or discharged except for Just Cause.

Section 2. PROGRESSIVE DISCIPLINE: Except as provided for below, discipline shall be progressive in nature and of the following order for similar infractions:

- Verbal warning;
- Verbal reprimand;
- Written reprimand;
- Three-day unpaid suspension;
- Termination

Section 3. UNION REPRESENTATION: When discipline is being issued, or when a Union member is questioned by management in regard to a matter that could reasonably lead to discipline, the Union member shall have a right to have a Union Steward or Union Rep present.

Section 4. RIGHT TO A HEARING: No Union member will suffer a suspension or termination without first having the meaningful opportunity to present their version of events at a formal hearing with the support of a Steward or Union Rep.

Section 5. EGREGIOUS ACTIONS: The progressive nature of the system of discipline can be forgone in favor of a more severe disciplinary outcome in the event the infraction warrants such action

Section 6. EXCEPTION FOR PROBATIONARY EMPLOYEES: The provisions of this article shall not apply to disciplinary action, including suspensions and/or terminations, involving employees during their probationary period.

ARTICLE L: GRIEVANCE PROCEDURE

Section 1. GRIEVANCE PROCEDURE: Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this agreement, shall be settled in the following manner.

Step 1. The Union representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within five (5) working days of the date of the grievance or knowledge of its occurrence. The supervisor and/or department head shall attempt to adjust the matter and shall respond to the representative within three (3) working days.

Step 2. If the grievance has not been settled in a manner satisfactory to the employee, it shall be presented in writing to the District Manager within five (5) working days of the Step 1 response. The District Manager may hold a hearing on the grievance. If any employee is required or requested to be present at such a hearing, shall be paid at the normal rate of pay. Employees are entitled to be represented at all such hearings by a Union representative and/or legal counsel (at the employee's expense). The District Manager shall give his/her answer in writing within five (5) working days after receipt of Step 2 grievance.

Step 3. If the grievance has not been settled in Step 2, the employee may request in writing, within five (5) working days, a hearing before the District Commissioners. Said hearing may be public or in executive session at the employee's discretion. The Commissioners agree to provide an answer in writing within five (5) working days after said hearing.

Step 4. If the grievance is not settled in Step 3, either party may request arbitration. Written notice must be given to the other party of intent to arbitrate within fifteen (15) days after the reply of the Commissioners is due, as set forth in Step 3.

ARTICLE LI: WAIVER OF BARGAINING DURING CONTRACT TERM

Section 1. This constitutes the entire agreement of Employer and the Union, arrived at as a result of collective-bargaining negotiations, except to the extent there are written amendments signed and ratified by both parties.

Section 2. Except by mutual agreement, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject matter may not have been within the knowledge contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 3. Either party may propose to the other party that any provision of this contract be reopened for discussion at any time; however, such reopening must be by mutual agreement and the refusal to agree to such reopening by either party does not deprive that party of its rights or relieve the other party of its obligations under this Agreement, nor can such refusal form the basis for any grievance, other recourse at law or before any court, board or administrative agency of the

state or federal government.

ARTICLE LII: SEPARABILITY

Section 1. Should any provision of this Agreement be found to be in violation of any federal, state or local law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In addition, the parties agree to meet and bargaining about the invalidated provisions.

ARTICLE LIII: DURATION

Section 1. This Agreement shall be in effect from the date of ratification through July 1, 2029. Should a successor Agreement not be executed by the expiration date, this Agreement shall remain in full force and effect until either (1) a successor agreement is executed and ratified, or (2) an impasse in negotiations is reached, or (3) one party gives the other party at least 21 days' written notice of termination of the Agreement. Neither party may rely on sections 2 or 3 in the previous sentence to end this agreement after the expiration date unless the parties have utilized mediation services.

This Agreement shall automatically renew on an annual basis unless the Employer or the Union, no less than 30 days prior to the expiration of this Agreement, notified the other party, in writing, that they wish to renegotiate it.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this
30th day of April, by their duly authorized representatives.

The Union

The Employer



Kerry Ryan

Authorized Union Representative

**Chair, Edward Farrar Utility District
Commission**

**APPENDIX A
PAY GRADES AND STEP GRIDS**

Current Staff						
Date	Step	Matt	Tony	Kenny	Kyle	Grant
Current		\$33.19	\$32.85	\$40.33	\$40.33	\$24.72
7/1/26	Step 1	\$37.19	\$36.79	\$41.74	\$41.74	\$29.00
7/1/27	Step 2	\$38.49	\$38.08	\$43.20	\$43.20	\$30.02
7/1/28	Step 3	\$39.84	\$39.41	\$44.71	\$44.71	\$31.07
7/1/29	Step 4	\$40.04	\$39.61	\$44.94	\$44.94	\$31.22
7/1/30	Step 5	\$40.24	\$39.81	\$45.16	\$45.16	\$31.38
7/1/31	Step 6	\$40.44	\$40.00	\$45.39	\$45.39	\$31.53
7/1/32	Step 7	\$40.64	\$40.20	\$45.62	\$45.62	\$31.69
7/1/33	Step 8	\$40.84	\$40.41	\$45.84	\$45.84	\$31.85
7/1/34	Step 9	\$41.05	\$40.61	\$46.07	\$46.07	\$32.01
7/1/35	Step 10	\$41.25	\$40.81	\$46.30	\$46.30	\$32.17
7/1/36	Step 11	\$41.46	\$41.01	\$46.53	\$46.53	\$32.33
7/1/37	Step 12	\$41.67	\$41.22	\$46.77	\$46.77	\$32.49
7/1/38	Step 13	\$41.88	\$41.43	\$47.00	\$47.00	\$32.65
7/1/39	Step 14	\$42.09	\$41.63	\$47.24	\$47.24	\$32.82
7/1/40	Step 15	\$42.30	\$41.84	\$47.47	\$47.47	\$32.98
7/1/41	Step 16	\$42.51	\$42.05	\$47.71	\$47.71	\$33.15
7/1/42	Step 17	\$42.72	\$42.26	\$47.95	\$47.95	\$33.31
7/1/43	Step 18	\$42.93	\$42.47	\$48.19	\$48.19	\$33.48
7/1/44	Step 19	\$43.15	\$42.68	\$48.43	\$48.43	\$33.65
7/1/45	Step 20	\$43.36	\$42.90	\$48.67	\$48.67	\$33.81

New Hires			
Step	Water Operator	Wastewater Operator	Junior Operator
Step 1	\$29.00	\$29.00	\$23.00
Step 2	\$29.15	\$29.15	\$23.12
Step 3	\$29.29	\$29.29	\$23.23
Step 4	\$29.44	\$29.44	\$23.35
Step 5	\$29.58	\$29.58	\$23.46
Step 6	\$29.73	\$29.73	\$23.58
Step 7	\$29.88	\$29.88	\$23.70
Step 8	\$30.03	\$30.03	\$23.82
Step 9	\$30.18	\$30.18	\$23.94
Step 10	\$30.33	\$30.33	\$24.06
Step 11	\$30.48	\$30.48	\$24.18
Step 12	\$30.64	\$30.64	\$24.30
Step 13	\$30.79	\$30.79	\$24.42
Step 14	\$30.94	\$30.94	\$24.54
Step 15	\$31.10	\$31.10	\$24.66
Step 16	\$31.25	\$31.25	\$24.79
Step 17	\$31.41	\$31.41	\$24.91
Step 18	\$31.57	\$31.57	\$25.04
Step 19	\$31.72	\$31.72	\$25.16
Step 20	\$31.88	\$31.88	\$25.29

Memorandum of Understanding #1

AFSCME Local 1369 & Edward Farrar Utility District

Whereas AFSCME Local 1369 and the Edward Farrar Utility District are close to mutually ratifying a Collective Bargaining agreement; and

Whereas the parties have engaged in discussions to clarify certain provisions and mutual understandings related to the draft agreement;

Now, therefore, the parties agree to the following:

1. Purpose

This memorandum of understanding (MOU) memorializes the parties' mutual agreements and interpretations regarding specific provisions of the initial Collective Bargaining Agreement, which expires on December 31, 2029.

2. Terms of Agreement

A. Scheduling (Article XIV – Hours of Work, Break Times, Clean Up Time)

The parties agree that one-person weekend schedules shall consist of six- (6-) hour shifts.

B. On-Call Pay

The parties agree that on-call pay shall remain as it currently stands. There shall be no on-call pay provision included in the Collective Bargaining Agreement.

C. Paid Holidays (Article XXIX)

The parties agree to the following regarding paid holidays:

- The Collective Bargaining Agreement provides for twelve (12) holidays, consisting of eleven (11) state/federal holidays and one (1) floating holiday.
- Each holiday shall be considered eight (8) hours in duration.
- An employee's annual holiday bank shall be calculated as ninety-six (96) hours (12 holidays x 8 hours).
- For the duration of the initial Collective Bargaining Agreement, the five (5) current employees shall receive an additional twelve (12) hours of holiday time, for a total of one hundred eight (108) hours annually.
- This additional twelve (12) hours shall not apply to any new employees hired during the term of the agreement.

KLA

3. Duration


This MOU shall remain in effect for the duration of the initial Collective Bargaining Agreement unless modified by mutual agreement of the parties.

4. Integration

This MOU shall be appended to and incorporated into the Collective Bargaining Agreement between AFSCME Local 1369 and the Edward Farrar Utility District.

5. Signatures

For AFSCME Local 1369:



Authorized Union Representative

For Edward Farrar Utility District:



Chair, Edward Farrar Utility District Commission

Date: 30 Apr 2026