

# **COLLECTIVE BARGAINING AGREEMENT**

AFSCME Local 1369 of the Vermont AFL-CIO

& The Town of Waterbury



January 27, 2026  
Through April 30, 2030

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## **PREAMBLE DIGNITY AND RESPECT ON THE JOB!**

**Section 1. WORKING CLASS POWER:** We hold the dignity and power of workers in the highest regards and seek to uplift all workers through a democratic decision making process, with rights for all, within the Vermont AFL-CIO. As such, all Union workers shall have a say in their own working conditions and shall be paid a fair day's pay for a fair day's work. The Union and the Town further hold the public good in the highest regard, and mutually commit to defending democracy in Waterbury, Vermont.

**Section 2. MORE HARMONIOUS RELATIONS:** This Agreement entered into by the Town, and the Union has as its purpose the promotion of more harmonious relations between the Town and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of salaries and all other conditions of employment.

**Section 3. STATEMENT OF MUTUAL VALUES:** The parties to this Agreement believe that we have inherent and mutual obligations, responsibilities and privileges that are a basic foundation on which we conduct ourselves with each other as Management and Union. We believe that these obligations, responsibilities and privileges we mutually share include the following:

- To treat each other with dignity, courtesy, and respect;
- To give and receive equal treatment without prejudice or favoritism;
- To give and receive the necessary orientation, training, supervision and resources to maximize our performance;
- To know priorities and to have opportunities to help shape priorities;
- To give and receive fair, reasonable, and equitable compensation in return for an honest day's work;
- To have a fair process for resolving differences that respects our dignity and privacy.

**Section 4.** This Preamble alone or any section thereof, shall not be used as the exclusive basis for a grievance.

## **ARTICLE I UNION RECOGNITION**

**Section 1.** This document serves as a COLLECTIVE BARGAINING AGREEMENT (hereinafter "Agreement") between AFSCME Local 1369 of Council 93 of the Vermont AFL-CIO and the Town of Waterbury. Throughout this document the terms "Employer" and "Town" are equivalent and interchangeable. This Agreement serves as the binding document setting the terms and conditions of employment for Town of Waterbury workers along with the rights established by their Union.

**Section 2.** The Town recognizes the Union as the Exclusive Bargaining Representative of all permanent workers employed by the Town of Waterbury with the exception of the following positions as well as future positions of a similar nature who are not managerial, or confidential in nature.

- Library Director, Municipal Manager, Road Commissioner, Tax Collector, Collections Manager, Natural Disaster Preparedness Coordinator, Emergency Management Director, Highway Foreperson/Superintendent, Public Works Director, Engineer, Health Officer, Deputy Health Officer, Animal Control Officer, Tree Warden, Minute Taker, Recreation Director, Town Clerk, Town Treasurer, Mechanic, and all employees of the Fire Department.

**Section 3.** For purposes of benefits, rights, and the scope of this Agreement, a full-time employee is understood as a person who works 30 hours a week or more. The Union agrees the benefits provided by the Vermont Municipal Employees Retirement System are defined by statute and not subject to negotiation.

**Section 4.** The Union acknowledges the Town's need to hire seasonal workers. These positions shall not receive the same or greater rate of pay as Union members in comparable bargaining unit positions, and shall never be used as a means to eliminate Union positions or reduce the regular hours worked by Union members. These positions have no other benefits. Seasonal appointments shall not extend beyond six months in a calendar year without approval from the Union.

**Section 5.** The Town 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 6.** The Town 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.

**Section 2. UNION OFFICER LISTS:** The Union agrees to provide the Municipal Manager and Selectboard Chair 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:** Town 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.

This article shall not be subject to the grievance and arbitration procedures if remittances are not made due to errors in accounting, lack of staff, or other uncontrollable circumstances, provided corrections and remittances are made in a timely manner.

**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 Town, including reasonable attorney's 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 of the date of this ratification. This procedure allows for a Steward to meet with new hires on the clock to review the Union contracts. This section is subject to whatever changes may occur in the 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 one (1) hour two times in a calendar year, to hold a Union meeting during regular work hours. The Union representative shall notify the Town Manager in writing to 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 not to 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 reasons. 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 (no less than five times per year, two being each Fall) and discuss various issues. However, this committee shall not be empowered to alter this Agreement or to settle formal Grievances. A member of the Selectboard, EFUD (if EFUD has a similar provision in their CBA and wishes to take part), and the Library Board may also attend at the request of either the Union or the Town. The Union shall appoint no more than four Union members to attend these meetings on behalf of the Union. Topics of discussion may include, but are not limited to, Town & Department Budgets, rendering or improvement of public services, research & implementation of new technologies or software, workplace morale, improved standard operating procedures, etc. This committee shall meet no less than five (5) times per year, but may meet more frequently as appropriate by mutual agreement of the Union and the Town. For no less than two meetings of the Labor Management Committee each Fall, the committee shall discuss and address any changes in benefits and to address any budget concerns throughout the year, and to prepare for the following budget season.

**Section 5. UNION BENEFITS:** The Town shall be transparent in regards to benefits. As a matter of policy by the employer, if any non-Union management employees receive a better or more generous healthcare, dental, vision, or pension benefit, or aspects of said benefits, the Town, in writing shall be obligated to inform the Union of the details of the difference in benefit, who received it, and when. The Union, at its discretion, may reference this information in subsequent rounds of Contract negotiations as it sees fit.

**Section 6. 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 7. 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. Such Hiring Committees shall play an advisory role concerning the hiring process.

**Section 8. LIBRARY BILL OF RIGHTS:** The Employer shall abide by the American Library Association Bill of Rights and guidelines.

**Section 9. UNION-UPPER MANAGEMENT COMMUNICATION:** The Union Chapter Chair, Stewards, and the Town Manager shall conduct periodic check in meetings to keep the Union and Management informed and in communication regarding emerging issues or concerns. These meetings may also include a representative from the Selectboard, EFUD (if EFUD has a similar provision in their CBA and wishes to partake), or the Library Board if any party requests it. Such meetings shall be no less than twice per calendar year, but by mutual agreement by the Union and Town may occur more frequently as seems appropriate.

**Section 10. MANAGER MEETINGS WITH STAFF:** On a monthly basis the Town Manager shall hold a staff meeting with town office staff and a separate monthly meeting with Public Works employees. The Library Director shall also hold monthly meetings with their staff. The purpose of this staff meeting is to keep staff informed about the various programs, projects, changes, and challenges pending before the town and in the shop buildings.

**Section 11. 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 12. 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 13. 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, up to ten Union Officers shall suffer no loss in their regular pay when engaged in the Collective Bargaining process.

**Section 14. 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 15. 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 16. JUST CAUSE & PROGRESSIVE DISCIPLINE:** No Union member shall be the subject of discipline, corrective or adverse actions by the Employer without Just Cause, and when discipline is found to be warranted, it shall be progressive in nature.

**Section 17. UNION REPRESENTATION:** Any time a Union member is required to engage in a meeting or discussion with Management, a Supervisor, or HR which 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 Local Union President and/or Union Chapter Chair, Steward, or Union Representative present.

**Section 18. 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 19. PAID UNION LEAVE:** The Union Chapter Chair shall be afforded up to twenty (20) hours of paid Union leave per calendar year to attend Union Conventions, Union Training. Unused Paid Union Leave shall carry no cash value and shall not rollover into any new calendar year.

**Section 20. 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 21. POLITICAL ACTION:** The employer shall deduct such political education fund (PAC) fee 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 22. UNION POSTINGS:** The employer agrees to provide space at Union job sites for the use of the Union for posting pertinent Union information.

**Section 23. 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 24. LABOR BOARD ENFORCEMENT ACTION:** 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 25. RIGHT TO DEFEND DEMOCRACY:** The Town of Waterbury recognizes the importance of civic engagement and democratic participation. In support of these values, the Town 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 Town with at least 14 working day's 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 Town.
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 Town. 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 Town's core essential operation. The Union shall hold harmless and indemnify the Town, including reasonable attorney's fees, from any and all claims or charges arising from the Union Action outlined in this Section.

**Section 26. UNION 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 per calendar year the Union may call for a 24 hour day of Union action on a date of its choosing so long as it is not within any of the restricted vacation dates mentioned in this Agreement. Union members who engage in such Union activity shall suffer no loss of pay or benefits. However, such a day shall be postponed due to weather conditions or emergency conditions that require the more full participation of Union workers to better serve the public interest. Union members shall respond to emerging public emergencies even once the Union Day is underway.

1. **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.

**Section 27. 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 28. RIGHT TO RETURN TO UNION:** Any employee covered by this Agreement who leaves the Union Bargaining Unit for another position within the organization during their Trial period, shall have the right to return to the Bargaining Unit within one (1) year, so long as there is an appropriate open position available.

**Section 29. 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 30. LEGAL PROTECTION:** Subject to a reservation of rights, 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. The Employer reserves the right to provide such representation through its own counsel or to contract for services at the Employer's discretion.

**Section 31. DOG FRIENDLY WORKPLACE:** Town and Library staff may bring their dog to the office on an occasional basis, provided that all of the following conditions are met:

1. The dog's vaccinations are current;
2. The dog always remains under the staff member's control while on town property;
3. The staff member notifies all office colleagues of their intention to bring the dog, providing

as much advance notice as possible. Should any employee object through email to the Town Manager/Library Director and Steward, the staff member shall not be allowed to bring in their dog; and

4. The staff member is responsible for cleaning up after their dog and ensuring it does not disrupt the workplace or create safety concerns.

This Section does not apply to registered medical service animals.

**Section 32. APPRECIATION OF UNION STAFF & GOOD TOWN GOVERNMENT:** At least twice each calendar year, the Selectboard shall dedicate time during a public meeting to recognize Union staff anniversaries and notable staff achievements. This practice ensures the Town's appreciation for staff service and achievements is publicly acknowledged and celebrated.

**Section 33: 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 Town. The Union shall use Town 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 34. PRINTING & DISTRIBUTION OF THIS CBA:** This Collective Bargaining Agreement shall be posted on the town website and workers may use town machines to print the Agreement. All new hires will be provided a copy of this Agreement on their first day on the job. If this Contract is not printed directly, in house, it shall be printed by a Unionized print shop.

## **ARTICLE V MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by this Agreement, a well established past practice, or involving a mandatory subject of bargaining, all management functions and responsibilities, whether or not possessed or exercised by the Town prior to execution of this Agreement are reserved exclusively to the Town. 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:

1. To determine qualifications, eligibility, and licensure requirements of vacant bargaining unit positions;
2. To conduct interviews in accordance with Article 4, Section 7;
3. To make hiring decisions; to conduct background checks when required by law, or as deemed necessary for applicants to applying to vacant bargaining unit positions;
4. 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 Town);

5. To perform evaluations and establish evaluation procedures;
6. To determine performance standards and productivity requirements;
7. To determine all other professional standards;
8. To determine assignment of administrative time;
9. To determine notice time for changes in employment status, provided that no reduction in force is carried out without the Town first providing 60 calendar days notice to the impacted workers;
10. To discipline and discharge bargaining unit employees for just cause;
11. To lay off, assign, transfer, promote, and demote employees;
12. To determine and change shifts, starting and quitting times, (so long as 30 days notice is provided to the Union), and whether or not to use a time clock;
13. To determine meal and break times and duration, meeting times, on call times, and requirements;
14. To require overtime, work on holidays, and time-off;
15. To require protecting of proprietary information;
16. To organize, enlarge, reduce, or discontinue a function, position, department, or location;
17. To determine whether any part of the whole organization shall continue to operate;
18. To determine the size and composition of the work force at any single location;
19. To determine the number and location of offices, buildings, facilities, and physical plants;
20. To require employees to use new technology, tools, equipment or labor saving devices, provided that the Town will provide reasonable training to Union members for all such means of maintenance and production;
21. To establish new jobs or change job content when vacancies are posted;
22. To determine the standards of service to be provided;
23. To reasonably establish, change, administer, and enforce work rules, policies, and procedures relating to the job duties performed by bargaining unit employees;
24. To determine training needs, and how and when personnel shall be trained;
25. To provide, eliminate, or change terms of benefits offered by the Town specifically relating to benefits not memorialized in this Agreement;
26. To reasonably determine the manner, means, and methods by which all operations of the Town shall be carried out;
27. And to take other such reasonable action as the Town deems necessary to maintain the efficiency of its operations.

**Section 3.** All management functions and responsibilities specifically reserved to the Town in this Agreement are retained by and vested exclusively in the Town. The Town's exercise of any management right or function in a particular manner shall not preclude the Town from exercising the same in any other manner which does not expressly violate a specific provision of this Agreement. The Town'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.** None of the provisions of this Agreement shall operate to preclude the Town 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.

## **ARTICLE VI**

### **ANTI-RACISM – NO DISCRIMINATION – NO HARRASMENT**

**Section 1. NO DISCRIMINATION:** No employee covered by this agreement shall be discriminated against by the Employer or Union on the basis of race, color, creed, national origin, ancestry, sexual orientation, gender, gender identity or expression, genetic information, HIV/AIDS status, military status, religion, protected veteran status, age, disability, physical or mental impairment, actual or perceived pregnancy, childbirth or related medical conditions, marital/civil Union status, education level, political affiliation, Union activity or Non-Union Activity, or any other basis protected by federal, state or local law or ordinance or regulation. 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 that 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, color, creed, national origin, ancestry, sexual orientation, gender, gender identity or expression, genetic information, HIV/AIDS status, military status, religion, protected veteran status, age, disability, physical or mental impairment, actual or perceived pregnancy, childbirth or related medical conditions, marital/civil Union status, education level, political affiliation, Union activity or Non-Union Activity, or any other basis protected by federal, state or local law or ordinance or regulation. 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, anti-fascist, and anti-discriminatory culture based on social equity is an appropriate subject of discussion at Labor Management Committee meetings.

**Section 4. MUTUAL ACCOUNTABILITY AT ALL LEVELS:** Discrimination, harassment, and sexual harassment complaints filed by the Union or Union members regarding the Town Manager

or Library Director shall be taken seriously by the Selectboard, Library Board, or the Library Commission, and handled promptly and fairly. An independent investigation process will be initiated to ensure impartiality upon receiving such complaints. The investigation may be conducted by a third party mutually agreed upon by the Union and Employer. The Selectboard and Library Commissioners shall acknowledge the complaint within 14 calendar days and shall have an official response within forty-five (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.

**Section 5.** Upon the written request of the Town to the Union, the Union shall provide the Town with the anti-discrimination and anti-harassment policy of the Union as defined by the International Union (AFSMCE).

**Section 6.** Whereas the philosophy of the Klan and the American Nazi Party and other organizations which call for the oppression and annihilation of racial, ethnic, and religious minorities has no legitimate place in democratic society, and shall not be tolerated within this workplace.

## **ARTICLE VII** **JOB DESCRIPTIONS**

**Section 1. 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:** Library job descriptions are current as of October 1, 2025 and 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.

During the 365 days following the ratification of this Agreement, the Town may revise job descriptions based on changing duties, required skills, abilities, regulations, or other added criteria for a job description. The Town also may revise job descriptions based on modern requirements that require the position to be facile with modern technologies. However, after the 365-day period has passed, any changes the Town wishes to make to job descriptions for existing Union eligible positions must be signed off on by the Union Chapter Chair within 10 days. Proposed changes to such job descriptions shall be provided to the Town 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. If there is no response from the Union Chapter Chair within 10 days the proposed changes are presumed approved.

**Section 3. JOB DESCRIPTIONS FOR NEW POSITIONS:** The Town 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 Town does this it shall provide the job description to the Union Chapter Chair. The Union shall then have ten (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 Town 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.

**Section 4. JOB DUTIES:** Job descriptions may, at times, included 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 and 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) for the Highway Department, and three (3) months working in Summer (June through August) for Parks & recreation. Therefore, only for the Highway Department and Parks & Recreation 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 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 Town shall establish a seniority list which shall be brought up to date on January 1st of each year. A copy of said list shall be sent to the Union. Any objection to the seniority list shall be reported to the Town Manager 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.

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 opening bargaining unit position, and when the Town 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.

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

1. Voluntary quit;
2. Discharge for Just Cause;
3. Failure to report for work within five (5) working days after notice of recall is given; However, if the Town Manager 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;
4. Absence for three (3) consecutive working days without reporting to the Town Manager unless impossible to do so;
5. Failure to report for work at the end of a leave of absence or extension thereof;
6. 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;
7. 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. An employee returning to the Bargaining Unit under this section shall return to their last held position, if warranted by their seniority.

## **ARTICLE X** **LICENSES, 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 relevant Department Head or Municipal 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 rate, or if applicable, at their Overtime rates.

**Section 2. CDL CLASS A & B TRAINING:** CDL class and training will be provided by the Town. If the Town pays for the employee to take a CDL training course, the employee will stay employed with the Town for a minimum of two years after completion or if the employee chooses to separate from the Town, the employee shall repay the cost of the course at a prorated rate based on the time that has passed since the license was obtained at the time of separation. The Town shall have the authority to deduct from an employee's vacation bank as a means to obtain reimbursement. All employees hired before September 1, 2025, in the Highway Department shall have the right to have the Town pay for their CDL class and training, and all time worked for the Town shall count towards this two year commitment.

**Section 3. CDL RENEWAL:** Employees who need a commercial driver's license to fulfill their job responsibilities shall be reimbursed by the Town for the cost of obtaining the renewal.

**Section 4. VLA MEMBERSHIP:** All Union Library workers shall have their Vermont Library Association membership and dues fees paid by the Town.

**Section 5. 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 employees job, shall be paid in full by the Town. Additionally, the Town will cover any and all renewable costs or continuing education costs that may be accrued while laboring for the Town.

**Section 6. EDUCATIONAL INCENTIVE:** The Town acknowledges the value for all staff members, including department heads, to receive regular professional development activities that are related to their job duties, career advancement or public administration. The Town shall endeavor in good faith to provide such opportunities.

## **ARTICLE XI** **POSTING OF VACANCIES & UNION JOB BIDDING**

**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 vacancy occurs, 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 by the most qualified candidate, and the Town may hire from outside of the Union. Only when more than one equally qualified internal applicants bid for a position, and the Town 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. In the event the employee is returned to a former position for failure to qualify, the employee will be entitled to the rate of pay of the former position on the date the employee resumes work in the former position.

If an individual from outside the Union is selected, the regular Probationary period defined in this Agreement shall apply.

When an internal Union candidate is selected for the vacancy they shall be permitted to occupy the vacancy for a period of 30 working days in order to qualify for the position. This trial period shall start within 3 working days of the award. At the end of the 30-day trial period, the employee shall be retained, considered qualified and allocated to said job permanently if the necessity for said job continues to exist, unless Management determines that the applicant does not meet all the minimum job qualifications based upon the job description. If Management determines that the employee does not meet all said minimum job qualifications, the employee shall be given written notice informing him/her as to the reasons why he/she has been determined unqualified. In such event, the employee shall be returned to his/her former position.

The only exception to the above will be the award of bids into certain positions which may require the individual hired into the position to possess a state license at the time of hire. In the event that no one bidding on a job has the necessary license for the job, the employee closest to meeting the licensing requirements may be awarded the bid.

Under extraordinary circumstances where an employee's performance in an awarded job is so deficient as to constitute danger to the health and safety of other employees or to constitute a clear and present danger to property of others, the employee may be removed from the vacancy immediately and restored to his/her former job provided, however, that in such event the employee shall be immediately informed in writing with a copy to the Union Chapter Chair as to the cause for his/her immediate removal.

## **ARTICLE XII** **SAFETY COMES FIRST! - HEALTH AND SAFETY**

**Section 1. HEALTH & SAFETY COMMITTEE:** Any Health and Safety concerns may be addressed at Labor and Management Committee meetings.

**Section 2.** The following measures are to be implemented at the town office within six months of ratification of this first Collective Bargaining Agreement (2026):

1. Provision of one automated external defibrillators (AEDs) for the highway garage; and
2. Police escort on tax due dates upon request.

**Section 3. COMMITMENT TO WORKER SAFETY:** The Town agrees to make every effort to provide a safe and healthy workplace for all employees in compliance 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, as

well as any subsequent (health & safety related) rules, regulations and measures that may be adopted by the Town.

**Section 4. RIGHT TO PERSONAL PROTECTIVE EQUIPMENT:** Union members will be issued adequate Personal Protective Equipment (PPE) by the Town (including but not limited to hard hats, gloves, & visibility vests) and shall not suffer discipline of any kind if the Town 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 5. SAFE EQUIPMENT:** The Town 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 such operations.

**Section 6. 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 7. RIGHT TO REFUSE UNSAFE WORK ORDERS:** No Union member shall unreasonably suffer discipline because they refused perform a task, directive, or job that carries with it exposure 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 immediate supervisor and/or Union Steward. If the supervisor and/or Union Steward reasonably affirm mutual concern about the unreasonable level of danger posed by such potential action, the Union Steward shall immediately inform the Town, and the task shall not be carried out until the stated concerns are reviewed and by Management. If Management concurs with the Union Steward and/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 and/or immediate supervisor and the Union Member in question still maintain 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 Town may not terminate employees for actions taken (or not taken) under these conditions until and unless a third party Arbiter first rules on if the Union's safety concern had adequate merit. The Arbitration process shall be governed by the Grievance Procedure outlined in this CBA. Lessor forms of discipline that may be taken by the Town can be immediately carried out according to the Discipline section of this CBA and is subject to the Grievance Procedure.

If the nature of the safety dispute is not time critical and essential, and if Management and the Union Steward and/or immediate 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 Town, the issue in dispute may be submitted directly to the Arbitration step of the grievance procedure for timely resolution.

**Section 8. SAFE STAFFING:** To promote safety and well-being of persons working for the Town, the Town shall maintain a workforce that is sufficiently staffed two or more employees will be present when chainsaws are in use, when tire chains or grader blades are being put on, and/or when cold patching or anytime it is reasonably asserted that non-mundane working conditions represent a heightened danger to Union members. The public works foreperson or any other non-Union employees present shall count towards staffing requirements. To better guarantee safe working conditions in the Library, two employees will be on duty and onsite at all times when the Library is open to the public, and further, when closing, it shall be a requirement that whenever a Library staff person leaves the building (for any reason), said person, prior to vacating, shall check in with other staff so they are informed about their departure. For the Municipal Office, two employees shall be on duty at all times, consisting of the Town Clerk, Assistant Town Clerk, Administrative Assistant, Lister, and Tax/Utility Billing Clerk. Prior to vacating, staff shall check in with other staff so they are informed about their departure.

**Section 9. INCLEMENT WEATHER & SANITARY WORKING CONDITIONS:** In temperatures below 10 degrees Fahrenheit employees who would be exposed to weather during their work, the foreperson in good faith shall on a rotating basis allow workers to have warm up periods in a heated enclosure.

For Municipal Office and Library employees there shall be at least one working toilet in the facility.

**Section 10. FIRST AID TRAINING:** All employees may attend certification courses on Automatic External Defibrillator (AED), Cardiopulmonary Resuscitation, and Basic First Aid. The training shall require prior approval by the department head or municipal manager. The costs associated shall be borne by the Town.

### **ARTICLE XIII** **BOOTS, UNIFORMS, AND CLOTHING**

**Section 1. CLOTHING AND BOOTS:** All public works employees shall be credited with a uniform/clothing allowance in the amount of \$500.00 for each fiscal 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 Town will not provide any reimbursements that do not have a steel or composite toe. On an annual basis amounts listed above shall increase by a rate of 2% each year on January 1, starting 2026.

**Section 2. CLOTHING STIPEND FOR OFFICE WORKERS & LIBRARY STAFF:** The Town additionally agrees to provide non-probationary office and library based Union members a reimbursement allowance of \$100 per year towards the purchase of professional looking clothing apparel. These allowances shall be available to workers in the first full pay period after July 1 of each year (or with new hire, on a pro rated basis after completion of their probationary period). On an annual basis the amount listed above shall increase by a rate of 2% each year on July 1.

**Section 3. CLOTHING PROVIDED BY TOWN:** All non-office based and non-library based workers shall receive up to 11 pants and 11 shirts and two work jackets by the Town each year, as requested by the employee. The Town shall provide public works employees with special equipment and special clothing as needed and determined by the Town, 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. OFFICE STAFF:** For Office Staff all schedules shall remain as is in place as of May 1, 2025. These schedules shall not be changed unless by mutual agreement with the Union.

**Section 2. MEAL BREAK:** Meal breaks will continue as prescribed as of May 1<sup>st</sup> 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.

A thirty (30) minute lunch is mandatory for the public works department. The lunch shall generally be taken at times that are convenient for the employee and public works foreperson. Lunches shall generally be staggered such that work tasks are continually completed throughout the day. Lunch breaks shall be taken at the job site. The lunch period shall fall between 11:00 a.m. and 1:00 p.m.

**Section 3. FOUR DAY WORK WEEKS:** Highway Department summer work (April 15 through October 12) shall consist of four (4) consecutive ten (10) hour days (the 4-10s summer hours shall only go into effect each year if, a of the Highway Department vote to do so in April of any given year). When working these summer hours, time-and-a-half overtime shall be paid for time worked over ten (10) hours a day (as scheduled) or more than 40 hours a week. Holidays that fall on such ten (10) hour workdays shall be paid at a rate of ten hours

Should two or more employees desire, they may work 5 days per week at 8 hours per day.

**Section 4. REQUIRED NOTIFICATION OF CHANGES IN SCHEDULES:** Should the Employer seek to implement permanent changes to established shift schedules, the Town shall provide 30 days' notice to the Union.

**Section 5. LIBRARY HOURS:** The above notwithstanding, the hours of work in place at the Library as of May 1, 2025, shall remain unchanged except by mutual agreement between the Union and the Town.

## **ARTICLE XV** **WATER & COFFEE PROVIDED BY TOWN**

**Section 1. DRINKING WATER:** It shall be the responsibility of the Town 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 Town for all employees at the Town buildings.

## **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 1%. All existing employees upon ratification of this Agreement (2026) shall receive a 1% step increase annually (for 20 years). The step increase will be adjusted annually on July 1<sup>st</sup> of each year.

New Employees hired after ratification of this agreement will be subject to a second separate step schedule found in Appendix A.

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 as well as a longevity bonus of \$1,000 per year, starting July 1, 2026. Workers shall be paid on a bi-weekly basis beginning on July 1, 2026.

**Section 2. 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 an increase of 3% on July 1<sup>st</sup> of each year.

**Section 3. 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:

1. A new employee may not be paid more than an existing employee with similar experience.
2. The Union Shop Steward will be notified of the nature and/or amount of the revised rate adjustment and the proposed implementation date.

## **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 (1 1/2) 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. HOLIDAY PAY:** Double-time shall also be paid for time worked on Christmas Day (December 25), New Year's Day (January 1), Thanksgiving Day (fourth Thursday in November), July 4, and Labor Day (first Monday in September), as further defined in the Paid Holiday Article of this Agreement. Overtime pay shall be provided to any employees that work on holidays as defined in this contract. Holiday pay shall be provided for hours worked during the 24-hour holiday pay.

**Section 5. 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. In cases where an employee works an hour past their regular stop time on a Monday, they may choose (with approval) to come in a hour later on a day later that 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. Compensation time may only be used at the discretion of management such that any negative impact on operations is limited. The compensatory time bank shall be limited to 100-hours for public works employees. Other employees shall not be eligible to accrue compensation time. For non-public works employees all comp time must be used by March 1, 2027. For public works employees they must be at or below 100-hours by March 1, 2027. 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 and may be cashed out, in whole or in part, at the time an employee departs Town service.

## **ARTICLE XIX DIFFERENTIAL PAY PUBLIC WORKS**

*This article only applies to public works employees:*

**Section 1. SECOND SHIFT DIFFERENTIAL:** A shift differential in the amount of \$2.00 per hour will be paid for all hours worked on regularly scheduled shifts between the hours of 4:30 p.m. and 11:00 p.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.

**Section 2. THIRD SHIFT DIFFERENTIAL:** A shift differential in the amount of \$2.50 per hour for hours worked on regularly scheduled shifts between the hours of 11:00 p.m. and 7:00 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.

**Section 3. WEEKEND DIFFERENTIAL:** The weekend day (7:00 a.m. to 4:30 p.m.) differential shall be paid at the rate of \$2.00 per hour. 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.

*Shift differentials for public works only applies to regularly scheduled shifts and does not pyramid with work performed at overtime hours.*

## **ARTICLE XX DIFFERENTIAL PAY LIBRARY**

**Section 1.** A shift differential of twenty-five cents (\$0.25) per hour, shall apply for hours worked outside of the regular Monday to Friday, 9 a.m. to 5 p.m.

## **ARTICLE XXI 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 three hour minimum payments for two calls that occur within the same four hour period. In the event that the employee completes the requisite task in less than three hours they may remain at work and complete other available tasks, if there are other tasks that

need to be done and cannot wait until regularly scheduled hours.

## **ARTICLE XXII ON CALL PAY**

**Section 1. ON CALL ASSIGNMENT:** At the discretion of the town there may be a need to have public works employees on-call to provide staff coverage in the event of an emergency need. Employees shall normally be considered on call during the winter months as clearing roads of ice and snow is considered normal operating activities. This provision specifically provides for activities that are in addition to clearing roads of ice and snow, such as being available to check roads during off hours, and responding to emergencies.

On Call assignments shall cover seven (7) days of the week, beginning and ending at the start of the shift on Monday 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, the duty manager will be called. If and when the assigned on call person(s) are unavailable for any reason, it shall be the responsibility of that worker to arrange for another qualified member of their crew to cover the period when they are unavailable. When such alternative coverage is arranged, the worker filling in for the unavailable worker (and not the unavailable worker) shall receive the on-call pay for the day(s) in question.

Employees who are on call and do not respond to calls, as defined above, will be subject to discipline up to and including termination.

For Highway, the on-call system shall be in place from December 1 through the last day of March and at least one highway worker shall be on-call each week. Every Highway department employee shall be eligible for the rotation, including the foreperson.

**Section 2. ON CALL PAY:** The Town will agree to pay employees two hundred and twenty-five dollars (\$225) per week for the sole purpose of being on call. The on-call list shall be decided on order of seniority. Should no Union member sign up for any given week, the supervisor shall assign the Union member with the least amount of seniority. All payment amounts listed in this Section 2 shall increase by a rate of 2% per year starting on July 1, 2026.

Employees who are on call for the week only receive pay for their actual hours worked when responding to calls, with the exception of the minimum hours requirement listed in Article XXI, Section 1.

## **ARTICLE XXIII HIGHER ASSIGNMENT PAY & TEMPORARY ASSIGNMENTS**

**Section 1. DEFINITION:** The term "temporary" or "temporarily" as used herein shall mean assignment to another job classification for a period not to exceed 10 working days. The Town and the Union agree that temporary assignments are not to be used by the Town to replace positions

that were previously considered permanent positions. Therefore, it is agreed that the Town shall not utilize temporary assignments with respect to any job classification for more than 30 days per calendar year. Any temporary assignment that continues for more than a period of 30 days shall be considered to be a vacancy and shall be filled in accordance with the vacancy and bidding procedures set forth herein in this Agreement. Where applicable, this provision shall not affect winter maintenance and snow removal assignments which will not be deemed "temporary" within the meaning of this section.

**Section 2. TEMPORARY ASSIGNMENTS:** It is anticipated that employees will work in their assigned job classification. Employees will not be assigned to a different job classification if there is work for them in their regular job classification. When there is no work for an employee on their regular job classification, the employee may be temporarily assigned to another job classification consistent with the policies contained herein.

Employees temporarily assigned to a job classification must meet the qualifications of that job classification as determined by the municipal manager or library director.

Notwithstanding the above, all project assignments shall be at the discretion of management.

The above provisions shall not be used to effectuate discipline or punishment.

The Union Shop Steward or Chapter Chair may inquire of management as to the location of a particular employee or employees in the event they feel the job assignment is improper.

**Section 3. HIGHER ASSIGNMENT PAY:** Employees temporarily assigned will receive a 5% pay increase in their normal rate of pay. Employees temporarily assigned to a classification with a higher rate of pay shall not receive higher assignment pay unless the assignment is for a period no less than 8 hours.

**Section 4. ASSIGNMENT TO LOWER CLASSIFICATION TASKS:** An employee may be assigned to work in a lower-rated classification at the same rate of pay the employee receives in their regular classification.

**Section 5. TEMPORARY COVERAGE & COMPENSATION:** The Union and the Town agree that the following positions will cover for each other during extended absences (more than three weeks) or vacancies: Planner for the Zoning Administrator, The Tax Utility and Billing Clerk will cover for the Administrative Assistant, Accounting and Payroll Manager. If one employee covers the other position for three consecutive weeks or longer, they will receive a temporary pay increase of two dollars (\$2) per hour above their regular rate until the original employee returns or, in the case of a vacancy, until the position is filled or eliminated. This pay increase will be retroactive to the date coverage began.

## **ARTICLE XXIV** **Highway Positions**

**Section 1. CREW LEADER PAY:** When the foreperson is out for eight (8) or more hours, there shall be a crew leader appointed, and they shall receive higher pay. The foreperson will appoint the crew leader and if no appointment is made, then it will go to the highest seniority person.

**Section 2. HIGHWAY DEPARTMENT POSITIONS:** The following positions within the Highway Department shall be assigned based on the qualifications of the employee. The classification structure shall consist of three (3) pay-grade positions: Laborer, Highway 1, and Grader operator.

Outlined below are the required qualifications for each classification. Advancement from one classification to the next shall be based on the employee meeting the stated qualifications. The Town shall provide each employee with the necessary training and opportunity to advance through the classification structure.

- **Laborer:**  
This is an entry-level position requiring no prior experience.
- **Highway 1:**  
This position requires the employee to possess a valid Class A or B Commercial Driver's License (CDL). Employees in this classification are responsible for truck driving duties and are proficient in operating all equipment owned by the Town. A laborer shall automatically be promoted to Highway 1 upon earning for their CDL.
- **Grader operator:**  
The individuals responsible for operating the grader, shall receive a 10 % stipend for the hours spent operating the machinery.

## **ARTICLE XXV TRAINING PAY**

**Section 1. CDL TRAINERS:** Commercial Driver's License (CDL) training: Whenever an employee, that has completed the certified training course, is authorized by their supervisor to conduct CDL training, such employee shall receive compensation at a rate of \$2.00 per hour in excess of the employee's base rate.

## **ARTICLE XXVI MILEAGE REIMBURSEMENTS**

**Section 1. MILEAGE REIMBURSEMENTS:** Employees covered by this Agreement who are required to use personal vehicles for work when Town vehicles are not available to the employee at their work station, shall be paid the mileage rate established by the I.R.S.

## **ARTICLE XXVII GENERAL STIPENDS & BONUSES & INCENTIVES**

**Section 1. HIGHWAY WORKERS PAY GRADE PROMOTIONS:** All Highway Department

workers hired without a Class A/B CDL shall move up to the next highest pay grade, at their current step, upon earning their Class A/B CDL. This move shall be permanent.

**Section 2. POOL OPERATOR CERTIFICATION PAY:** A \$0.50 per hour raise shall be paid to all Union members who successfully obtain a Certified Pool Operator (CPO) Certification. Any individual who wishes to become a pool operator must receive prior approval from the Municipal Manager and the expense for the certification shall be borne by the Town.

**Section 3. LIBRARY CERTIFICATION INCENTIVE:** When Library workers attain a Vermont Certificate of Public Librarianship, they shall receive a one-time bonus of \$500 for the Vermont Certificate of Public Librarianship. Bonuses for the Vermont Certificate of Public Librarianship shall be retroactive for each current and future employees.

**Section 4. CELL PHONE STIPEND:** All Union employees who are subject to being on-call, and who are not issued a cell phone by the Town, shall receive a monthly cell phone stipend of \$75 per month. Management has the discretion to require the employee utilize a town issued phone, and any stipend must have prior approval.

**Section 5. WELLNESS REIMBURSEMENTS:** When available through insurance the Town will opt for a health plan that includes wellness reimbursements for employees.

**Section 6. MERIT BONUS:** Each employee is eligible for a “Merit Bonus” for meritorious service to the Town. Management shall have sole discretion to provide a merit bonus. The decision to provide an award, or to not provide an award, shall not be subject to the grievance provisions specified in this contract. The bonus is granted as a lump sum payment and is not added to the employee’s base pay. A bonus award can be granted any time during the year.

## **ARTICLE XXVIII** **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 12<sup>th</sup> hour through the end of the 16<sup>th</sup> 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 Town 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 XXIX** **REQUESTS FOR JOB RECLASSIFICATIONS**

**Section 1.** 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 Town Manager or Library Director. The Town Manager/Library Director shall review the request and make a determination. If the decision is not in favor of the change, then the individual or Union steward on their behalf, may appeal to the Selectboard. The Selectboard will have the final determination and will not be subject to a grievance.

### **ARTICLE XXX PROMOTIONS WITHIN THE UNION**

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

For employees in existence as of ratification of this agreement promotion shall carry no less than a 5% pay increase and said employees shall remain off the grid as found in Appendix A.

### **ARTICLE XXXI INJURY ON THE JOB & WORKERS' COMPENSATION**

**Section 1. WORKER'S COMP:** The Town 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 Town 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 Town shall make adjustments to ensure the employee suffers no additional loss of compensation due to payroll deductions made for tax or benefit purposes. The Town 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 Town 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 XXXII 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
- Town Meeting Day
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September

- Indigenous Peoples Day Second Monday in October or Juneteenth
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Day - December 25

**Section 2. FLOATING HOLIDAYS/Waterbury Union Employees Appreciation Day:** 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 XXXIII 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

Temporary and seasonal employees, as well as a small number of special jobs, are not eligible to accrue leave time. For eligible employees accrued vacation leave time shall be as follows:

Years of Service	Accrual Rate	Days Per Year
1 <sup>st</sup> - 5 <sup>th</sup> Year of Employment	.83 days per month	10
6 <sup>th</sup> – 10 <sup>th</sup> Year of Employment	1.5 days per month	18
10 <sup>th</sup> - 20 <sup>th</sup> year of employment	1.66 days per month	20
More than 20 yrs of employment	2.08 days per month	25

Vacation leave must be approved in advance by the appropriate supervisor based on the operational needs of the Town. Employees should request to use accrued vacation as soon as possible to maintain efficient operations. Employees may carry over accrued, but unused vacation leave time, into a subsequent calendar year, but in no instance may the amount of accrued vacation leave exceed 240 hours. Employees hired before July 1, 2013 are allowed to accrue up to 480 hours of vacation leave, and to carry up to that amount into a subsequent calendar year. As per applicable state and federal law vacation leave time is paid in full at the termination of an individual's employment at their current rate of pay. The employee can request to have that leave time paid in a lump-sum, or over a period of time. The Manager shall have the authority to approve or deny that request. However, upon the termination of employment leave time is no longer accrued, even if it is requested to be paid over a period of time. Part-time employees shall receive vacation leave time in accordance with Vermont State Law, or on a

prorated basis, whichever is greater. For eligible employees sick leave time shall be accrued as specified below in Article XXXV.

**Section 2. VACATION SCHEDULING:** Employees begin to accrue vacation time from their date of hire. They are eligible to begin using their vacation after their probationary period. Subject to the operating needs of the Department, the Town will honor vacation time, with seniority being a determining factor in the event of any conflict between employees over vacation scheduling.

All employees who wish to take a vacation of more than five (5) consecutive days shall be required to receive approval from the department head, or municipal manager. Such request shall be made in writing a minimum of thirty (30) days before the requested vacation time.

For vacations less than five (5) days, employees must give notice equal to the amount of time they wish to take off.

The Town shall not be responsible for any employee expenses related to the denial of vacation time provided the denial was consistent with the contract, as stated above.

Employees that fail to schedule a vacation with the department head or supervisor, and do not report to work, shall be considered to have voluntarily resigned their positions.

For the public works department during the months of December, January, February, March and April the Town shall have the ability to limit vacation time off to include no more than two individuals, subject to the operating needs of the department.

For Municipal Office employees, the tax utility billing clerk, accounting and payroll manager, administrative assistant, and deputy town clerk shall not be able to utilize vacation times during the weeks in which property tax payments are due, or the weeks in which water sewer bills are due.

**Section 3. VACATION LEAVE BUY BACK UPON SEPARATION:** 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 XXXIV 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, 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.

## **ARTICLE XXXV** **SICK LEAVE**

**Section 1. USE OF SICK LEAVE:** Employees may take sick leave in accordance with their allotment.

**Section 2. ACCRUAL OF SICK LEAVE:** All permanent full time employees shall be entitled to one and one half (1 ½) days of sick leave at full pay for each calendar month of employment. Any employee who commenced work for the Town 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 bases for part time employees. Accrual of sick leave time shall be consistent with Section 3 of the employee handbook as follows:

For eligible employees sick leave time shall be accrued as follows:

<b>Years of Service</b>	<b>Accrual Rate</b>	<b>Days Per Year</b>
1 <sup>st</sup> -10 <sup>th</sup> Year of Employment	1 day per month	12
11+ Years of Employment	1.5 days per month	18

Employees may carry over accrued, but unused sick leave time, into a subsequent calendar year, but in no instance may the amount of accrued sick leave exceed 240 hours.

Employees hired before July 1, 2013 are allowed to accrue an unlimited amount of sick leave, and to carry that amount into a subsequent calendar year.

Unused sick leave time is not paid upon the termination of an individual's employment.

Part-time employees shall receive sick leave time in accordance with Vermont State Law, or on a prorated basis, whichever is greater.

**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 or full hour is missed, the number of sick hours charged will be prorated in fifteen (15) minute increments.

## **ARTICLE XXXVI** **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 vacation, sick, comp time, and any other accrued leave 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 XXXVII** **SHORT & LONG TERM DISABILITY & CARE**

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

**Section 2. SHORT TERM DISABILITY:** Short-Term Disability

1. Benefits for an accident will commence on the 31st day of disability.
2. Benefits for sickness will commence on the 31st day of disability.
3. 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.
4. Employees may utilize accrued sick leave to supplement their benefit up to their normal compensation. The Town is not responsible for any loss of disability coverage should the employees elect to utilize accrued time.

**Section 3. LONG TERM DISABILITY:** Long-Term Disability (LTD) Benefits

1. 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
2. Provided through a non-contributory (employer-paid) base plan
3. Monthly benefit equals 60% of basic monthly earnings
  - a. Maximum monthly benefit is \$4,000
  - b. Benefits are reduced by other applicable offsets
4. Eligible employees are automatically enrolled
  - a. Coverage begins the first day of the calendar month following the employee's hire date
5. Coverage ends on the employee's last day of employment
6. Employees should refer to the official Plan document for full details
7. Questions should be directed to the Municipal Manager

**Section 3. LONG-TERM CARE INSURANCE:** Long-Term Care Insurance

1. Offered to eligible existing employees, subject to conditions place upon the Town by the insurer;
2. Provides coverage as outlined in the insurance policy.

## **ARTICLE XXXVIII** **FAMILY MEDICAL LEAVE**

**Section 1. INFORMATION:** Upon hire, the Town provides all new employees with notices required by the U.S. Department of Labor (DOL). The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you

have any questions, concerns or disputes with this policy, you should contact the Municipal Manager in writing.

**Section 2. GENERAL PROVISIONS:** The Town will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. All FMLA statutory and regulatory provisions, guidelines, and definitions apply to FMLA leave for Town employees regardless of whether they are restated in this Policy.

**Section 3. ELIGIBILITY:** To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

1. The employee must have worked for the municipality for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the Town's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
3. The employee must work at a location where the Town has at least 50 employees within 75 miles. If the Town's number of employees falls below 50, then no employees may be eligible for federal FMLA leave (but may be eligible for Vermont Parental and Family Leave).

**Section 4. TYPE OF LEAVE COVERED:** To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for a newly placed child.
3. To care for a spouse, child or parent with a serious health condition.
4. The serious health condition of the employee.
5. A qualifying exigency arising out of the foreign deployment of the employee's spouse, child, or parent.
6. An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
  - a. A serious health condition is defined as a condition that requires inpatient care at a

hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

**Section 5. AMOUNT OF LEAVE:** An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The Town will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Town will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the Town will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If both spouses work for the Town and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If both spouses work for the municipality and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

**Section 6. EMPLOYEE STATUS AND BENEFITS DURING LEAVE:** While an employee is on leave, the Town will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

**Section 7. EMPLOYEE STATUS AFTER LEAVE:** An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

**Section 8. USE OF PAID AND UNPAID LEAVE:** A worker may choose to use sick leave, or vacation leave, or any other accrued paid leave time during the leave, up to 6 weeks. The Town may not require the worker to do so. Use of paid leave does not extend the overall leave time to which the worker is entitled.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Employees whose tenure with the Town is more than 3-years shall receive two weeks of paid FMLA. This shall be a onetime payment and shall not recur, unless said recurrence meets the following criteria:

- The employee has given birth to a child.
- The employee is the spouse of a person who has given birth to a child.
- The employee has adopted a child or has been placed with a foster child. The adoption of a new spouse's child is excluded from this policy.

**Section 9. INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE:** The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

**Section 10. CERTIFICATION FOR THE EMPLOYEE'S SERIOUS HEALTH CONDITION:** The Town will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

**Section 11. CERTIFICATION FOR THE FAMILY MEMBER'S SERIOUS HEALTH CONDITION:** The Town will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

**Section 12. CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE:** The Town will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

**Section 13. CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICE MEMBER FOR MILITARY FAMILY LEAVE:** The Town will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

**Section 14. RECERTIFICATION:** The Town may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the Town receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of their leave. Otherwise, the Town may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

**Section 15. PROCEDURE FOR REQUESTING FMLA LEAVE:** All employees requesting FMLA leave must provide the Municipal Manager with written notice of the need for the leave. Within five business days after the employee has provided this notice, the Municipal Manager will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the Municipal Manager with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the

same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the municipality's usual and customary notice and procedural requirements for requesting leave.

**Section 16. DESIGNATION OF FMLA LEAVE:** Within five business days after the employee has submitted the appropriate certification form, the Municipal Manager will provide the employee with a written response to the employee's request for FMLA leave. The Town may designate qualifying leave as FMLA leave even if an employee does not request FMLA leave.

**Section 17. INTENT TO RETURN TO WORK FROM FMLA LEAVE:** The Town may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## **ARTICLE XXXIX 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 Town 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 six (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 politics 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. Union members required to work on Town Meeting Day in order to guarantee the proper functioning of Waterbury's own Town Meeting, shall be paid at double-time rates.

**Section 4. VOTING LEAVE:** If a registered voter 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 Municipal Manager. Such time shall be at the beginning or end of a work shift unless otherwise approved by the immediate supervisor.

## **ARTICLE XL 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 Town shall pay their regular rate of pay, less any amounts paid 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 XLI** **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 XLII** **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.

If you or your spouse suffers a miscarriage you will be allowed to use bereavement.

**Section 2. DEFINITION:** Family member is defined as an employee's spouse, child, grandchild,

parent, mother-in-law, father-in-law, brothers, sisters, brothers-in-law, and sisters-in law.

## **ARTICLE XLIII** **UNPAID LEAVE OF ABSENCE**

**Section 1. UNPAID LEAVE:** Upon approval of the Municipal 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 XLIV** **HEALTHCARE**

**Section 1. HEALTHCARE PLAN:** The Town shall continue to participate in a high-deductible health care plan. Participating employees shall pay 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 Union agreement recognizes the Town currently uses MVP, but the Town 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 discussions dealing with a substitute plan and shall have the right to grieve the issue of whether such successor plan provides equivalent benefits.

Beginning in 2027, in the event health insurance premiums increases exceed 4%, the employee shall pay for 50% of the increase in premium expenses above 4% through an increased deductible.

Part-time employees will be eligible for vision insurance.

**Section 2. HEALTHCARE OPT-OUT/BUY BACK BENEFIT:** The Town will provide employees a stipend, in lieu of health insurance, at a rate of \$1,800 per year for opting out of a single person coverage; \$3,600 per year for opting out of the two-person or 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 percentage increase in the amount of property taxes levied by the Town (to exclude education taxes, which are billed by the Town and not levied).

**Section 3. BIRTH CONTROL:** If birth control options are not covered by the group medical plan, the Town will reimburse employees who are participants in the group medical plan fifty percent (50%) of the cost of the birth control, including vasectomy procedures.

**Section 4. CONTINUATION OF HEALTHCARE:** Employees who are granted leave without pay due to sickness, childbirth, or accidental disability shall continue to receive benefits under the Town's hospital and medical plan for a period not to exceed two (2) years at the Town's expense. The individual on leave shall remain responsible for their respective portions of the deductible expense.

## **ARTICLE XLV DENTAL INSURANCE**

**Section 1. DENTAL:** The Town shall provide at no cost to the employee, a dental plan of which the Town shall pay 100% premium costs for the employee, and shall be available for spouses and dependents. Changes to the current dental plan will only be made after consultation with the Labor and Benefits Committee in accordance with Article IV, Section 5.

## **ARTICLE XLVI VISION PLAN**

**Section 1. VISION:** The Town provides vision insurance to all full-time staff with the premium paid by the Town and is available to spouses and dependents. The Vision benefit shall be prorated for part-time employees.

## **ARTICLE XLVII EMPLOYEE ASSISTANCE PROGRAM**

**Section 1. EPA:** An Employee Assistance Program (EAP) is offered by the Town to the Union. Information concerning EAP along with contact information shall be provided to employees by the Department of Human Resources, or in the absence of a Department of Human Resources, the Municipal Manager.

## **ARTICLE XLVIII REDUCTION IN FORCE & RECALL**

**Section 1. LAYOFFS:**

1. The Town 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.
  
2. Whenever layoffs are contemplated, the Town 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.

3. 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 Town 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 Town notifies an individual of layoff, the Town shall provide the employee a current list (including current job descriptions) of actual vacancies and vacancies anticipated within sixty (60) days of any notice of layoff.
4. 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.
5. 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 Municipal Manager of the employee's desire to transfer into an existing or anticipated vacancy, or of their desire to displace under Sub-Section 4 above. 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 4) 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 Municipal Manager 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 4) 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 Municipal Manager 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.
6. 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.

7. 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 Town 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.
8. 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 Town and the Union agree to make a good faith effort to expedite the arbitration process.
9. In the event that a laid off employee remains unemployed, the Town shall allow them to buy the current medical insurance coverage for eighteen (18) months at the group rate which the Town 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.
10. 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:**

1. 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.
2. 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 Town 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.

3. 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 Town 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.
4. 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.
5. 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 LIII UNEMPLOYMENT INSURANCE**

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

### **ARTICLE LIV DEFINED BENEFIT PENSION PLAN**

**Section 1. DEFINED BENEFIT PENSION:** All full-time eligible Bargaining Unit members, hired after the ratification of this first Collective Bargaining Agreement (2026), 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. PART-TIME EMPLOYEES:** Part-time employees who work 20 hours a week, but less than 24 hours a week are eligible to participate in the 457 deferred compensation plan. The employee may contribute any amount chosen.

**Section 3. FULL-TIME EMPLOYEES:** Full-time Employees may also elect to contribute to the 457 plan deferred compensation plan.

### **ARTICLE XLIX LIFE INSURANCE**

**Section 1. LIFE INSURANCE:** The Town will furnish life insurance 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 minimum benefit of twenty-five thousand dollars (\$25,000.00) and a

maximum benefit of fifty thousand dollars (\$50,000.00), with double indemnity for accidental death for any cause to age sixty-five (65). The Town will retain Life Insurance coverage with waiver of premium for the Union membership. This policy will stay in force and provide full benefit coverage during any illness, for the term of the illness or until age 65.

## **ARTICLE L 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:

1. Verbal warning;
2. Verbal reprimand;
3. Written reprimand;
4. A maximum of a three-day suspension;
5. 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 LI GRIEVANCE PROCEDURE**

**Section 1. DEFINITIONS:**

1. A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against the Town involving the meaning, interpretation, or application of the express provisions of this Agreement, or a claim that the Town has taken disciplinary action without just cause.
2. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, limited service days, and holidays on which Municipal Offices are closed.

**Section 2. TIMELINE:** No grievance shall be processed unless it is submitted:

1. within ten (10) business days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence or reoccurrence of the event giving rise to the alleged grievance; except
2. by the end of the second business day after the Department's action in the case of a disciplinary suspension, discharge or layoff from work. If a grievance is not presented within the time limits set forth above, it shall be considered "waived".

**Section 3. PROCESS:** A grievance shall be processed in the following manner. Related grievances may be consolidated and processed as a single issue, and shall only be processable beyond Step 1 of the grievance procedure by or in conjunction with the Union representative. Every effort will be made to resolve the grievance at the lowest possible level.

**Step 1:** The employee and or their representative shall present their grievance to their immediate supervisor. If the immediate supervisor cannot make solution satisfactory to both parties within one business day, the employee shall resume their regular duties. If the dispute involves the employee's workload or schedule, they shall continue to work as assigned until the dispute shall be resolved. The employee shall prepare a written statement of the grievance which shall be submitted to the Department Head within three (3) business days after receipt of the immediate supervisor's answer. The grievance shall state the complaint and the action requested. The Department Head shall, within five (5) business days of receipt, attempt to negotiate a settlement or adjustment of the grievance with the employee. If a satisfactory settlement cannot be reached within said period, the Department Head shall render a written decision within three (3) business days, and forward a copy of the decision and the grievance to all parties. If a satisfactory settlement cannot be reached within said period, the Department Head shall render a written decision within three (3) business days, and forward a copy of the decision to the Town Manager.

Either Department Head or grievant may request that the Town Manager intervene in an effort to resolve the grievance. In such case, the Town Manager shall attempt to negotiate a settlement or adjustment of the grievance with the employee during a period of seven (7) business days after receipt of the decision of the Department Head or during such longer period as the parties may agree upon. If a satisfactory settlement cannot be reached within said period, the Town Manager shall render a written decision within three (3) business days after the end of the said period and deliver a copy thereof to the parties.

**Step 2:** If the Town Manager is unable to negotiate a settlement or adjustment of the grievance, or if none is requested as provided for herein, the Union may submit the grievance for appeal within ten (10) business days of receipt of the decision by the Department Head. All other appeals will be submitted to the Selectboard Chair with copies to the Town Manager and Department Head. A hearing shall be scheduled at which both parties may present their positions on the grievance. The Selectboard shall receive from the Town Manager, prior to the hearing, a copy of the grievance and any denials and responses thereto as well as any relevant portions of the Agreement. The Selectboard shall render a written decision within seven (7) business days after the receipt of the grievance from the employee.

**Step 3:** The grievance is not resolved as a result of the written decision of the Selectboard, the Union may proceed to arbitration. The fees and expenses of the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of its representatives and witnesses.

**Section 4. APPEAL:** If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Town and the Union representatives involved in each step.

**Section 5. ARBITRATION REQUEST:** The Union, upon written notice to the town within thirty (30) days following the unsuccessful consideration of the grievance by the Selectboard, may request arbitration of any grievance which involves the interpretation or application of a specific term or provision of this Agreement. Arbitration is possible only if such grievance has not been settled after being fully processed through the grievance procedure in accordance with the provisions of this Article. If the Town and the Union are not able to agree on the selection of an arbitrator within a period of seven (7) business days after the date of such written request, such grievance may be referred by either party to the Federal Mediation and Conciliation Service for selection of an arbitrator in accordance with the rules of the service and using the alternate, strike out methodology if the grievance is not so referred within thirty (30) business days after the request for arbitration, it shall be considered settled and shall no longer be subject to the grievance or arbitration provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

**Section 6. ARBITRATOR AUTHORITY:** The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and they shall have no power to add or subtract from, alter, or modify any of said provisions.

**Section 7. REPRESENTATION:** An aggrieved employee shall be entitled to have a Union representative present to assist them at all stages of the grievance procedure.

## **ARTICLE LII** **WAIVER OF BARGAINING DURING CONTRACT TERM**

**Section 1.** This constitutes the entire agreement of Town 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 Town 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 LIII SEPARABILITY**

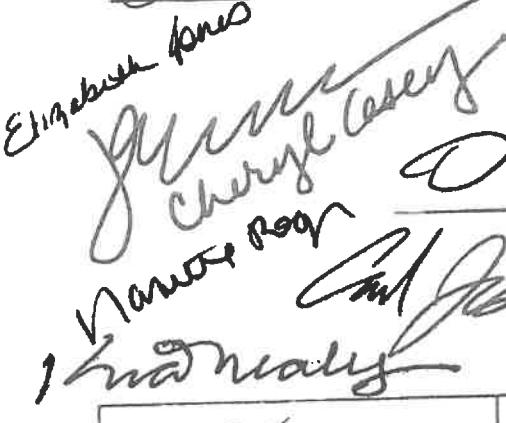
**Section 1.** Should any provision of this Agreement be found to be in violation of any federal, state or local law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In addition, the parties agree to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

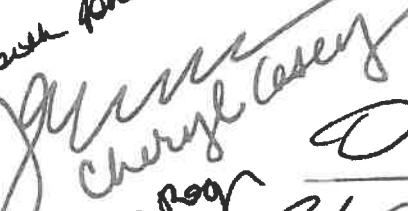
### **ARTICLE LIV DURATION**

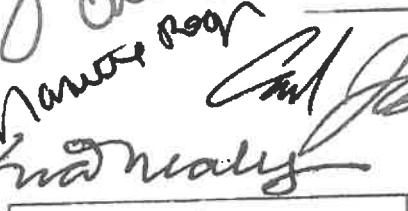
**Section 1.** This Agreement shall be in effect from date of ratification, through July 1, 2030. Should a successor Agreement not be executed by the expiration date, this Agreement shall remain in full force and effect until a successor agreement is executed and ratified.

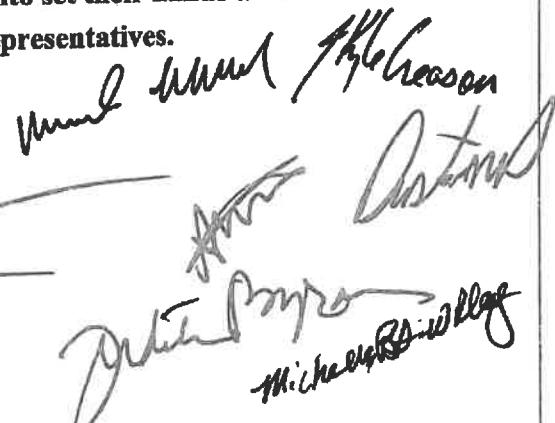
### SIGNATURES

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this  
30<sup>th</sup> day of Jan 2026 by their duly authorized representatives.

  
Elizabeth Jones  
The Union

  
Glenn Chayh  
Union Representative

  
Carol Jones  
The Selectboard

  
Michaela Bierman  
The Selectboard

  
Jennifer Broome  
Michaela Bierman

 Kristin	 Alyssa	 Michaela
 Kristin		

## SIGNATURES

**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this**  
**\_\_\_\_\_ day of \_\_\_\_\_, by their duly authorized representatives.**

**The Union**

A handwritten signature in black ink, appearing to read "David R. Brown".

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**Union Representative**

**The Selectboard**


## SIGNATURES

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this  
30<sup>th</sup> day of Jan 2026, by their duly authorized representatives.

The Union

Union Representative

The Selectboard



Alyssa Johnson      Mike Bard      Roger Clapp

Kane Sweeney



Victoria Taravella

**APPENDIX A**  
**PAY GRADES AND STEP GRIDS**  
**Employees hired after ratification of agreement (2026)**

	Highway Laborer	Highway 1	Grader Operator	Planning Director	Zoning Administrator
Step 1	\$ 26.78	\$ 28.00	\$ 28.00	\$ 34.00	\$ 32.00
Step 2	\$ 27.85	\$ 29.12	\$ 32.03	\$ 35.36	\$ 33.28
Step 3	\$ 28.97	\$ 30.28	\$ 33.31	\$ 36.77	\$ 34.61
Step 4	\$ 30.12	\$ 31.50	\$ 34.65	\$ 38.25	\$ 36.00
Step 5	\$ 30.27	\$ 31.65	\$ 34.82	\$ 38.44	\$ 36.18
Step 6	\$ 30.43	\$ 31.81	\$ 34.99	\$ 38.63	\$ 36.36
Step 7	\$ 30.58	\$ 31.97	\$ 35.17	\$ 38.82	\$ 36.54
Step 8	\$ 30.73	\$ 32.13	\$ 35.34	\$ 39.02	\$ 36.72
Step 9	\$ 30.88	\$ 32.29	\$ 35.52	\$ 39.21	\$ 36.90
Step 10	\$ 31.04	\$ 32.45	\$ 35.70	\$ 39.41	\$ 37.09
Step 11	\$ 31.19	\$ 32.62	\$ 35.88	\$ 39.60	\$ 37.27
Step 12	\$ 31.35	\$ 32.78	\$ 36.06	\$ 39.80	\$ 37.46
Step 13	\$ 31.51	\$ 32.94	\$ 36.24	\$ 40.00	\$ 37.65
Step 14	\$ 31.66	\$ 33.11	\$ 36.42	\$ 40.20	\$ 37.84
Step 15	\$ 31.82	\$ 33.27	\$ 36.60	\$ 40.40	\$ 38.03
Step 16	\$ 31.98	\$ 33.44	\$ 36.78	\$ 40.60	\$ 38.22
Step 17	\$ 32.14	\$ 33.61	\$ 36.97	\$ 40.81	\$ 38.41
Step 18	\$ 32.30	\$ 33.77	\$ 37.15	\$ 41.01	\$ 38.60
Step 19	\$ 32.46	\$ 33.94	\$ 37.34	\$ 41.22	\$ 38.79
Step 20	\$ 32.63	\$ 34.11	\$ 37.52	\$ 41.42	\$ 38.99
Step 21	\$ 32.79	\$ 34.28	\$ 37.71	\$ 41.63	\$ 39.18

**APPENDIX A**  
**PAY GRADES AND STEP GRIDS**  
**Employees hired after ratification of agreement (2026)**

	<b>Accounting &amp; Payroll Manager</b>	<b>Assistant Town Clerk</b>	<b>Tax/Utility Billing Clerk</b>	<b>Administrative Assistant</b>	<b>Recreation Program Coordinator</b>	<b>Assessor</b>
Step 1	\$ 30.00	\$ 22.00	\$ 25.00	\$ 25.00	\$ 50,000	\$ 70,000
Step 2	\$ 31.20	\$ 22.88	\$ 26.00	\$ 26.00	\$ 52,000	\$ 72,800
Step 3	\$ 32.45	\$ 23.80	\$ 27.04	\$ 27.04	\$ 54,080	\$ 75,712
Step 4	\$ 33.75	\$ 24.75	\$ 28.12	\$ 28.12	\$ 56,243	\$ 78,740
Step 5	\$ 33.91	\$ 24.87	\$ 28.26	\$ 28.26	\$ 56,524	\$ 79,134
Step 6	\$ 34.08	\$ 25.00	\$ 28.40	\$ 28.40	\$ 56,807	\$ 79,530
Step 7	\$ 34.25	\$ 25.12	\$ 28.55	\$ 28.55	\$ 57,091	\$ 79,928
Step 8	\$ 34.43	\$ 25.25	\$ 28.69	\$ 28.69	\$ 57,377	\$ 80,327
Step 9	\$ 34.60	\$ 25.37	\$ 28.83	\$ 28.83	\$ 57,663	\$ 80,729
Step 10	\$ 34.77	\$ 25.50	\$ 28.98	\$ 28.98	\$ 57,952	\$ 81,132
Step 11	\$ 34.94	\$ 25.63	\$ 29.12	\$ 29.12	\$ 58,241	\$ 81,538
Step 12	\$ 35.12	\$ 25.75	\$ 29.27	\$ 29.27	\$ 58,533	\$ 81,946
Step 13	\$ 35.30	\$ 25.88	\$ 29.41	\$ 29.41	\$ 58,825	\$ 82,356
Step 14	\$ 35.47	\$ 26.01	\$ 29.56	\$ 29.56	\$ 59,119	\$ 82,767
Step 15	\$ 35.65	\$ 26.14	\$ 29.71	\$ 29.71	\$ 59,415	\$ 83,181
Step 16	\$ 35.83	\$ 26.27	\$ 29.86	\$ 29.86	\$ 59,712	\$ 83,597
Step 17	\$ 36.01	\$ 26.40	\$ 30.01	\$ 30.01	\$ 60,011	\$ 84,015
Step 18	\$ 36.19	\$ 26.54	\$ 30.16	\$ 30.16	\$ 60,311	\$ 84,435
Step 19	\$ 36.37	\$ 26.67	\$ 30.31	\$ 30.31	\$ 60,612	\$ 84,857
Step 20	\$ 36.55	\$ 26.80	\$ 30.46	\$ 30.46	\$ 60,915	\$ 85,282
Step 21	\$ 36.73	\$ 26.94	\$ 30.61	\$ 30.61	\$ 61,220	\$ 85,708

**APPENDIX A**  
**PAY GRADES AND STEP GRIDS**  
**Employees hired after ratification of agreement (2026)**

	<b>Deputy Library Director</b>	<b>Youth Services Librarian</b>	<b>Circulation Assistant</b>	<b>Technology Librarian</b>	<b>Patron Services Librarian &amp; Outreach Coordinator</b>	<b>Adult Program Coordinator</b>
Step 1	\$ 26.00	\$ 25.00	\$ 20.60	\$ 25.00	\$ 22.00	\$ 22.00
Step 2	\$ 27.04	\$ 26.00	\$ 21.42	\$ 26.00	\$ 22.88	\$ 22.88
Step 3	\$ 28.12	\$ 27.04	\$ 22.28	\$ 27.04	\$ 23.80	\$ 23.80
Step 4	\$ 29.25	\$ 28.12	\$ 23.17	\$ 28.12	\$ 24.75	\$ 24.75
Step 5	\$ 29.39	\$ 28.26	\$ 23.29	\$ 28.26	\$ 24.87	\$ 24.87
Step 6	\$ 29.54	\$ 28.40	\$ 23.40	\$ 28.40	\$ 25.00	\$ 25.00
Step 7	\$ 29.69	\$ 28.55	\$ 23.52	\$ 28.55	\$ 25.12	\$ 25.12
Step 8	\$ 29.84	\$ 28.69	\$ 23.64	\$ 28.69	\$ 25.25	\$ 25.25
Step 9	\$ 29.98	\$ 28.83	\$ 23.76	\$ 28.83	\$ 25.37	\$ 25.37
Step 10	\$ 30.13	\$ 28.98	\$ 23.88	\$ 28.98	\$ 25.50	\$ 25.50
Step 11	\$ 30.29	\$ 29.12	\$ 24.00	\$ 29.12	\$ 25.63	\$ 25.63
Step 12	\$ 30.44	\$ 29.27	\$ 24.12	\$ 29.27	\$ 25.75	\$ 25.75
Step 13	\$ 30.59	\$ 29.41	\$ 24.24	\$ 29.41	\$ 25.88	\$ 25.88
Step 14	\$ 30.74	\$ 29.56	\$ 24.36	\$ 29.56	\$ 26.01	\$ 26.01
Step 15	\$ 30.90	\$ 29.71	\$ 24.48	\$ 29.71	\$ 26.14	\$ 26.14
Step 16	\$ 31.05	\$ 29.86	\$ 24.60	\$ 29.86	\$ 26.27	\$ 26.27
Step 17	\$ 31.21	\$ 30.01	\$ 24.72	\$ 30.01	\$ 26.40	\$ 26.40
Step 18	\$ 31.36	\$ 30.16	\$ 24.85	\$ 30.16	\$ 26.54	\$ 26.54
Step 19	\$ 31.52	\$ 30.31	\$ 24.97	\$ 30.31	\$ 26.67	\$ 26.67
Step 20	\$ 31.68	\$ 30.46	\$ 25.10	\$ 30.46	\$ 26.80	\$ 26.80
Step 21	\$ 31.83	\$ 30.61	\$ 25.22	\$ 30.61	\$ 26.94	\$ 26.94

**APPENDIX B**  
**PAY GRADES AND STEP GRIDS**  
**Employees hired before ratification of agreement (2026) [incumbents]**

	Highway Laborer	Highway 1 (Carl James)	Highway 1	Grader Operator	Driver (Abair)	Planning Director
Step 1	\$ 26.78	\$ 26.78	\$ 28.84	\$ 28.84	\$ 31.32	\$ 38.46
Step 2	\$ 27.85	\$ 30.00	\$ 30.50	\$ 33.55	\$ 32.57	\$ 40.00
Step 3	\$ 28.97	\$ 31.20	\$ 31.72	\$ 34.89	\$ 33.88	\$ 41.60
Step 4	\$ 30.12	\$ 32.45	\$ 32.99	\$ 36.29	\$ 35.23	\$ 43.26
Step 5	\$ 30.27	\$ 32.61	\$ 33.15	\$ 36.47	\$ 35.41	\$ 43.48
Step 6	\$ 30.43	\$ 32.77	\$ 33.32	\$ 36.65	\$ 35.58	\$ 43.70
Step 7	\$ 30.58	\$ 32.94	\$ 33.49	\$ 36.83	\$ 35.76	\$ 43.91
Step 8	\$ 30.73	\$ 33.10	\$ 33.65	\$ 37.02	\$ 35.94	\$ 44.13
Step 9	\$ 30.88	\$ 33.27	\$ 33.82	\$ 37.20	\$ 36.12	\$ 44.35
Step 10	\$ 31.04	\$ 33.43	\$ 33.99	\$ 37.39	\$ 36.30	\$ 44.58
Step 11	\$ 31.19	\$ 33.60	\$ 34.16	\$ 37.58	\$ 36.48	\$ 44.80
Step 12	\$ 31.35	\$ 33.77	\$ 34.33	\$ 37.76	\$ 36.66	\$ 45.02
Step 13	\$ 31.51	\$ 33.94	\$ 34.50	\$ 37.95	\$ 36.85	\$ 45.25
Step 14	\$ 31.66	\$ 34.11	\$ 34.68	\$ 38.14	\$ 37.03	\$ 45.47
Step 15	\$ 31.82	\$ 34.28	\$ 34.85	\$ 38.33	\$ 37.22	\$ 45.70
Step 16	\$ 31.98	\$ 34.45	\$ 35.02	\$ 38.53	\$ 37.40	\$ 45.93
Step 17	\$ 32.14	\$ 34.62	\$ 35.20	\$ 38.72	\$ 37.59	\$ 46.16
Step 18	\$ 32.30	\$ 34.79	\$ 35.37	\$ 38.91	\$ 37.78	\$ 46.39
Step 19	\$ 32.46	\$ 34.97	\$ 35.55	\$ 39.11	\$ 37.97	\$ 46.62
Step 20	\$ 32.63	\$ 35.14	\$ 35.73	\$ 39.30	\$ 38.16	\$ 46.86
Step 21	\$ 32.79	\$ 35.32	\$ 35.91	\$ 39.50	\$ 38.35	\$ 47.09

**APPENDIX B**  
**PAY GRADES AND STEP GRIDS**  
**Employees hired before ratification of agreement (2026) [incumbents]**

	<b>Zoning Administrator</b>	<b>Accounting &amp; Payroll Manager</b>	<b>Assistant Town Clerk</b>	<b>Tax/Utility Billing Clerk</b>	<b>Administrative Assistant</b>	<b>Assessor</b>
Step 1	\$ 35.00	\$ 33.00	\$ 24.74	\$ 26.78	\$ 27.27	\$ 87,547
Step 2	\$ 36.40	\$ 34.32	\$ 26.00	\$ 27.85	\$ 28.36	\$ 91,049
Step 3	\$ 37.86	\$ 35.69	\$ 27.04	\$ 28.97	\$ 29.50	\$ 94,691
Step 4	\$ 39.37	\$ 37.12	\$ 28.12	\$ 30.12	\$ 30.68	\$ 98,478
Step 5	\$ 39.57	\$ 37.31	\$ 28.26	\$ 30.27	\$ 30.83	\$ 98,971
Step 6	\$ 39.76	\$ 37.49	\$ 28.40	\$ 30.43	\$ 30.98	\$ 99,466
Step 7	\$ 39.96	\$ 37.68	\$ 28.55	\$ 30.58	\$ 31.14	\$ 99,963
Step 8	\$ 40.16	\$ 37.87	\$ 28.69	\$ 30.73	\$ 31.29	\$ 100,463
Step 9	\$ 40.36	\$ 38.06	\$ 28.83	\$ 30.88	\$ 31.45	\$ 100,965
Step 10	\$ 40.57	\$ 38.25	\$ 28.98	\$ 31.04	\$ 31.61	\$ 101,470
Step 11	\$ 40.77	\$ 38.44	\$ 29.12	\$ 31.19	\$ 31.76	\$ 101,977
Step 12	\$ 40.97	\$ 38.63	\$ 29.27	\$ 31.35	\$ 31.92	\$ 102,487
Step 13	\$ 41.18	\$ 38.82	\$ 29.41	\$ 31.51	\$ 32.08	\$ 103,000
Step 14	\$ 41.38	\$ 39.02	\$ 29.56	\$ 31.66	\$ 32.24	\$ 103,515
Step 15	\$ 41.59	\$ 39.21	\$ 29.71	\$ 31.82	\$ 32.40	\$ 104,032
Step 16	\$ 41.80	\$ 39.41	\$ 29.86	\$ 31.98	\$ 32.57	\$ 104,552
Step 17	\$ 42.01	\$ 39.61	\$ 30.01	\$ 32.14	\$ 32.73	\$ 105,075
Step 18	\$ 42.22	\$ 39.81	\$ 30.16	\$ 32.30	\$ 32.89	\$ 105,601
Step 19	\$ 42.43	\$ 40.00	\$ 30.31	\$ 32.46	\$ 33.06	\$ 106,129
Step 20	\$ 42.64	\$ 40.20	\$ 30.46	\$ 32.63	\$ 33.22	\$ 106,659
Step 21	\$ 42.85	\$ 40.41	\$ 30.61	\$ 32.79	\$ 33.39	\$ 107,192

**APPENDIX B**  
**PAY GRADES AND STEP GRIDS**  
**Employees hired before ratification of agreement (2026) [incumbents]**

	<b>Deputy Library Director</b>	<b>Technology Librarian</b>	<b>Patron Services Librarian &amp; Outreach Coordinator</b>	<b>Adult Program Coordinator</b>
Step 1	\$ 27.81	\$ 26.53	\$ 22.75	\$ 23.18
Step 2	\$ 30.00	\$ 28.00	\$ 23.66	\$ 25.00
Step 3	\$ 31.20	\$ 29.12	\$ 24.61	\$ 26.00
Step 4	\$ 32.45	\$ 30.28	\$ 25.59	\$ 27.04
Step 5	\$ 32.61	\$ 30.44	\$ 25.72	\$ 27.18
Step 6	\$ 32.77	\$ 30.59	\$ 25.85	\$ 27.31
Step 7	\$ 32.94	\$ 30.74	\$ 25.98	\$ 27.45
Step 8	\$ 33.10	\$ 30.90	\$ 26.11	\$ 27.58
Step 9	\$ 33.27	\$ 31.05	\$ 26.24	\$ 27.72
Step 10	\$ 33.43	\$ 31.20	\$ 26.37	\$ 27.86
Step 11	\$ 33.60	\$ 31.36	\$ 26.50	\$ 28.00
Step 12	\$ 33.77	\$ 31.52	\$ 26.63	\$ 28.14
Step 13	\$ 33.94	\$ 31.68	\$ 26.77	\$ 28.28
Step 14	\$ 34.11	\$ 31.83	\$ 26.90	\$ 28.42
Step 15	\$ 34.28	\$ 31.99	\$ 27.03	\$ 28.56
Step 16	\$ 34.45	\$ 32.15	\$ 27.17	\$ 28.71
Step 17	\$ 34.62	\$ 32.31	\$ 27.30	\$ 28.85
Step 18	\$ 34.79	\$ 32.48	\$ 27.44	\$ 29.00
Step 19	\$ 34.97	\$ 32.64	\$ 27.58	\$ 29.14
Step 20	\$ 35.14	\$ 32.80	\$ 27.72	\$ 29.29
Step 21	\$ 35.32	\$ 32.96	\$ 27.86	\$ 29.43

**APPENDIX C**  
**Work Schedules as of May 1, 2025**

<b>Department</b>	<b>Hours</b>
Municipal Offices	8 a.m. to 4:30 p.m.*
Highway	6 a.m. to 2:30 p.m. during winter 7 a.m. to 3:30 p.m. during summer
Library	10 a.m. to 8 p.m. Monday through Wednesday 10 a.m. to 5 p.m. Thursday and Friday 10 a.m. to 2 p.m. on Saturday

\*There is no formal break period for Municipal Office employees, however everyone is allowed to take 30 minutes and are paid for 40 hours/week.

## Side Letter Agreement Between AFSCME Local 1369 & Town of Waterbury

01/06/26

Whereas AFSCME Local 1369 and the Town of Waterbury are close to mutually ratifying a Collective Bargaining Agreement;

Whereas that Agreement, should it be ratified, does not provide for the accumulation of Compensatory Time for Union Office Staff;

And whereas both the Union and the Town recognize that Neal Leitner, presently in the position of Planning Director currently has numerous comp time hours accumulated and further has come to rely on the accumulation of Comp Time as a benefit of his job;

And whereas the Union and the Town value the good work done by Neal Leitner and wish to retain him in his employment;

Let it therefore be resolved that Neal Leitner shall be permitted to retain any and all comp time he has on the books regardless of the relevant clauses of the new Collective Bargaining Agreement (once it is ratified);

Let it further be resolved that Neal Leitner, as a Union member, shall continue to be able to accumulate comp time during this career with the Town of Waterbury provided that he shall not be able to accumulate more comp time until and unless he falls under 50 hours of accumulated comp time.

Finally, it is agreed that Neal Leitner shall have a rolling 50 hour cap on the amount of comp time he can have banked at any given time.

This side letter agreement shall go into effect upon ratification of the first Collective Bargaining Agreement and shall continue to carry force so long as Neal Leitner remains as a Union member within the AFSCME Local 1369 bargaining unit.

For The Union



David Van Deusen

1/06/25

For The Town

  
Alysa Johnson  
1/30/26

Selectboard Chair