

This AGREEMENT is made and entered into this — day of July, 2022 by and between the City of Burlington, Vermont, hereinafter referred to as the City, and Local 1343 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the Union.

PREAMBLE

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:

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

ARTICLE I

Recognition

The City recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all eligible employees of Parks, Recreation and Waterfront, Public Works, Library and Airport, as well as the City Clerk/Treasurer's Office, the Assessor, the Community Economic Development Office, , all "civilian" employees of the Police Department and any other City department, office, or body which are not already organized into an existing bargaining unit. The term "employee" as used in this Agreement shall refer to these aforementioned employees (see Appendix A for a list of covered positions). Notwithstanding the above, the Union does not represent and this Agreement does not apply to employees who work less than twenty (20) hours per week, employees who work less than one hundred (100) days per year, or limited service employees hired for a specific time period or to complete a specific job. Parking Ambassadors who work more than twenty (20) hours a week shall also be covered by this Agreement.

Limited Service employees are covered by this Agreement, however such employees shall not accrue Union Seniority, be eligible for the City pension benefit, or have recall rights. If a Limited Service employee is employed for more than two years, said worker shall become a regular City employee with all the rights, protections, and responsibilities provided for in this Collective Bargaining Agreement.

The City retains the unilateral ability to eliminate limited service positions at any time. These decisions shall not be grievable and the elimination of a position does not entitle an employee in that position to another City position.

ARTICLE II

Anti-Discrimination and Union Security & Rights

2.1 The provisions of this Agreement shall be applied equally to all employees. Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information or crime victim status.

2.2 Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful union membership or non-membership activity or status. The Human Resources Office shall provide to the local Union Treasurer, within five (5) days of completion of the probation period, the name, date of hire, job title and department of a new employee in a bargaining unit position. The City shall collect dues on a weekly basis in the amount certified by the Union from employees who have provided written authorization for this deduction to the City. The Parties agree that the Union solely controls the process for determining periods of time that bargaining unit members can opt-out of paying membership dues. The Union agrees to indemnify the City and any department thereof and hold same harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article.

2.3 The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit. The Parties agree that the Union solely controls the

process for determining whether non-dues paying bargaining unit members may be charged a fee for service for tasks like grievance administration.

2.4 Upon the request of the Union or the City, up to three times a year, a Labor Management Committee shall be convened for the City overall, and, up to once a year, for a specific department within the City. A meeting shall occur within thirty days of receiving the request. Additional meetings during the fiscal year may occur upon mutual agreement of the parties. A Citywide Labor Management Committee shall be composed of persons who qualify for service on the Union bargaining team and those persons from Management as the City may appoint. Departmental Labor Management Committees will be composed of up to 4 persons from the Union, all employees in the Department, and up to 4 persons from Management. A Labor Management Committee shall meet regularly, but not more than once per month unless mutually agreed upon and shall discuss issues of interest to Labor or Management.

2.5 Upon receipt from the Union of an employee's written authorization form permitting the deduction of a fixed amount of wages for a Political Action Committee (PAC) designated by AFSCME, or a purpose as may be lawfully determined by the Union and defined in the employee's written authorization form, the City shall deduct the specified amount from that employee's wages. To end a PAC deduction, the employee must provide written notice of the termination to both City payroll and the Union. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the city in reliance on the signed authorization form furnished to the City by the Union or for the purpose of complying with any of the provisions of this section.

ARTICLE III

City Functions

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, except as otherwise specifically agreed to in this Agreement, or otherwise specifically agreed to in writing between the parties; these rights include, but are not limited to, the right:

To plan, direct and control Department activities, to determine Department policies and to establish standards of service offered to the public;

To schedule and assign work to employees;

To determine the means, methods, processes, materials and equipment utilized by the City, and to introduce new or improved methods, equipment or facilities;

To determine the qualifications and staffing of jobs;

To create, revise and eliminate jobs, or to lay off employees due to lack of work or funds or for other legitimate reasons;

To hire and terminate employees, including the right to hire part-time and seasonal employees;

To maintain order, and to suspend, discipline and discharge employees for just cause;

To make, publish and require observance of reasonable rules and regulations;

To promulgate ordinances or other regulations incidental to the management of the City affecting the public health, safety and welfare.

ARTICLE IV

No Strike No Lock Out

4.1 The City and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the terms of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

4.2 The Union agrees to notify all officers, representatives, and members of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

4.3 The City may discharge or discipline any employee who violates this Article and any employee who fails to carry out his responsibilities under this Article. Any disciplinary measures taken by the City against employees who violate this Article shall not be reviewable through the grievance procedure, except on the basis that the employee did not in fact violate this Article.

4.4 In the event of any violation of paragraph 4.1 of this Article, there shall be no financial liability on the part of the Signatory International Union, Local and/or the officers thereof, provided that the Signatory International and Local Union promptly after notice of the beginning of such action shall (1) publicly and privately declare such action to be a violation of this Agreement and promptly order their members to return to work, and (2) take other prompt and vigorous steps to end the

slowdown, work stoppage, strike or any interference with the work of the City.

4.5 Except in limited circumstances, bargaining unit members will not be made to cross an official union picket line of striking City of Burlington employees. These limited circumstances are emergencies and situations in which essential services, as reasonably defined by the Mayor, can only be provided by crossing a picket line.

ARTICLE V

Seniority

5.1 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 paragraph 5.3 herein.

5.2 Each City department (within the bargaining unit) shall prepare a departmental seniority list for both full-time and part-time employees as soon as practicable after the effective date of this Agreement, and such a list shall be updated no later than January 1 of each year. Such list shall be posted on the departmental bulletin board and a copy sent to the Union. Any employee aggrieved by their placement on the seniority list may appeal through the grievance procedure.

5.3 Seniority for all purposes shall be terminated for any of the following reasons:

- a. Voluntary quit;
- b. Discharge for just cause;
- c. Failure to report for work within five (5) working days after notice of recall is given; however, if the City is advised by the recalled employee, either in person or in writing, within said period that they will report for work within two (2) weeks after notice of recall, this extension of time will be granted; reasonable exceptions to these

limits may be agreed to in cases of proven sickness or injury to the employee or death in their immediate family;

d. Absence for three (3) consecutive working days without reporting to the City unless impossible to do so;

e. Failure to report for work at the end of a leave of absence or extension thereof;

f. Failure to be recalled from lay-off or return to work due to any non-occupationally- connected illness or accident for a period of twelve (12) months;

g. Normal retirement, i.e. other than for medical disability. An employee who is on disability retirement and who subsequently returns to work will be awarded seniority equal to the amount of time earned at the time of retirement.

5.4 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, except that the foregoing shall not apply until such an employee has been in the new position for one (1) year. An employee returning to the bargaining unit under this section shall return to their last held position, if warranted by their seniority.

5.5 For purposes of layoff, an employee who is transferred from part-time to full-time status does not take their part-time seniority with them. For purposes of vacation selection, departmental seniority shall be controlling, provided that, when transferring an employee, the Department Head or their designee may, in addition to seniority as hereinbefore described, consider the (i) needs of the department, (ii) experience of the employee(s) and (iii) any requests for transfers. Transfers shall not be used as a disciplinary measure. Seven (7) days' advance notice shall be provided prior to any permanent transfer, longer than four (4) weeks.

5.6 An employee who is on disability retirement and then returns to work will be awarded seniority within AFSCME equal to the amount of time earned at the time the employee went out on disability retirement.

ARTICLE VI

Probation and Probationary Periods

6.1 All new employees shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who moves into a new position other than on a temporary basis shall be considered as a special probationary employee, and must successfully complete a special probationary period before being regularly appointed to the new position. All probationary employees and special probationary employees shall receive an employee evaluation on or near the midpoint of their probationary period.

6.2 Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed a probationary period of three (3) months. The probationary period may be extended at the Department Head's request with consent of the Union for a period of up to three (3) months.

6.3 During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for nor the disciplinary action, discharge, layoff or dismissal may be the subject of a grievance. Upon the successful completion of the probationary period, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Regular employees shall acquire seniority credit, and their seniority shall be retroactive to the date of initial employment, less any adjustments.

6.4 Any regular employee who becomes a special probationary employee remains so until they have successfully completed a required special probationary period of three (3) months or have elected to return to the previously held position under Section 7.4. The special probationary period may be extended by the Department Head for a period of up to three (3) months; such an extension shall be subject to the grievance provisions of this Agreement.

6.5 Special probationary employees shall be entitled to all benefits of non-probationary members of the bargaining unit except as specifically set forth in this Article. If the special probationary employee is disciplined, discharged, laid-off or dismissed, such action shall be subject to the grievance provisions of this Agreement.

6.6 If the special probationary employee fails to demonstrate that they can completely and satisfactorily perform the job within the special probationary period, the City shall return the employee to their previous job if the position still exists and if the position is not occupied by a more senior employee. If the employee is unable to return to their previous job because it no longer exists or because it is occupied by a more senior employee, the employee may exercise displacement rights in accordance with Section 8.4, unless the employee already exercised displacement rights to move into the position for which the special probation has failed. If the employee is unable to return to their previous job and is also ineligible to exercise displacement rights, the employee shall be considered on layoff with recall rights in accordance with Section 8.10. If, as a result of an employee's return to their previous job under this section, another employee who had moved into the position is displaced, the displaced employee shall return to their previous job if the position still exists and is not occupied by a more senior employee. If, because the previous position no longer exists or is occupied by a more senior employee, the employee is unable to return to their previous job, the employee may

exercise displacement rights in accordance with Section 8.4.

6.7 Notwithstanding the provisions of paragraph 6.2, a new employee hired into the position of Public Safety Emergency Communications Specialist shall complete a probationary period of six months, except that seniority, vacation accumulation and other benefits for such employee shall commence at the completion of three months of employment consistent with the provisions of this contract. Notwithstanding the provisions of paragraph 6.4, a regular employee who moves into the position of Public Safety Emergency Communications Specialist shall complete a special probationary period of six months.

ARTICLE VII

Filling of Vacancies

7.1 For the purposes of this Article, a regular vacancy is created when the City determines to increase the work force and to fill a new position in the bargaining unit or when terminations, promotions, resignations, retirements or demotions take place in the bargaining unit and the City determines to replace the previous incumbent.

7.2 The City shall post notice of regular bargaining unit vacancies on all appropriate bulletin boards a minimum of seven (7) working days prior to proceeding with hiring process. Such notice shall state the department, position, classification, rate of pay and qualifications for the job. Each posting department shall keep on file for a period of at least sixty (60) days a copy of each posted notice with a notation stating the date of initial posting.

7.3 Whenever a bargaining unit position becomes vacant, the City agrees to either post the job vacancy or notify the Union in writing that the position is being abolished within thirty (30)

working days from the date the vacancy commenced. If any bargaining unit member bids for a posted position, the employee shall complete and file at the Human Resources office a union job bid form and job application. The City shall consider the applicants and award the position within fifteen (15) working days following the close of the posting period. For a job which is posted, between applicants presenting relatively equal job qualifications, priority shall be given in the following order: by seniority within the specific job function within the department, by seniority among other bargaining unit employees in the department, other bargaining unit employees, other City employees, employees from outside the City workforce. Qualifications shall include, but not be limited to: prior training, prior relevant work experience, prior work performance and educational background.

7.4 A bargaining unit employee who bids for and is awarded a vacant position may, within two (2) weeks of the date they commence work in the new position, elect, in writing to return to the position previously held.

7.5 When a first round interview committee is convened to recommend candidates to fill a bargaining unit position, the City will notify, either verbally or in writing, the Union Steward from the department for which the position is being filled. If the department does not have a Union Steward, the City will notify an alternative Union representative as designated by the President of the Union (designated alternate), such as the Vice President or Chapter Chair. The Union Steward, or designated alternate if there is no Union Steward in the department, will recommend a union member who is from that department and has direct knowledge of the position being filled, to serve as a full member of the first round interview committee. If the Union Steward or designated alternate does not recommend a Union representative within two (2) business days of notification, the committee will proceed without a Union representative.

ARTICLE VIII

Layoff and Recall

8.1 The City 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.

8.2 Whenever layoffs are contemplated, the City shall notify the Union as early as possible. At the same time the City (through its Human Resources Department) shall request immediate notification by Department Heads of any vacancies which exist or are anticipated within the next 60 days. At the time that any notices of individual lay-offs are sent, the City shall have a current list of actual and anticipated vacancies on file at the Human Resources Department. 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 President and such notice shall be considered notice to the employee.

8.3 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 City 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 City notifies an individual of layoff, the City (through the Human Resources Office) shall provide to the employee a current list (including current job descriptions) of actual vacancies and vacancies anticipated within sixty (60) days of any notice of layoff.

8.4 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.

8.5 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 City of the employee's desire to transfer into an existing or anticipated vacancy, or of their desire to displace under Section 8.4. 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 Section 8.4) 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 City 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 Section 8.4) 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 City 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.

8.6 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 (to the extent that sick leave is available for cash out on termination), earned vacation leave and/or leave without pay under Section 13.26 of this Agreement 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. The employee shall not be eligible to also receive pay for unused sick leave in connection with the current layoff.

8.7 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 City 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.

8.8 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 at the Commission level within five (5) work days of notification of the Department Head's decision. If a grievance is not resolved at the Commission level, the Union may, within five (5) work days of the date of the Commission's decision, 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 City and the Union agree to make a good faith effort to expedite the arbitration process.

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

8.10 A laid off employee 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.

8.11 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 City 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.

8.12 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 President 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 City 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.

8.13 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.

8.14 An employee recalled into a position different from a position previously held shall be considered a special probationary employee and shall be subject to the provisions of Article 6 related to special probation except that an employee who is dismissed for failure to succeed in a special probationary period shall return to layoff status without loss of recall seniority.

ARTICLE IX

Rates of Pay

9.1 The City and the Union agree that the City of Burlington Comprehensive Classification and Compensation Plan dated August, 1988 achieves three mutual objectives: (1) The objective evaluation of all City positions within the bargaining unit; (2) the establishment of their comparative worth; and (3) the formulation of a compensation structure whose foundation is based upon these elements; and further agree that the Plan shall be incorporated herein by reference and shall govern the classification and compensation of employees during the term of this contract.

9.2 Reclassification of Union Positions

This section describes the rights and responsibilities of City Departments as well as those of AFSCME and AFSCME employees solely to provide a comprehensive overview of the reclassification process. AFSCME and AFSCME employees shall only be able to enforce the provisions of this section specifying their rights and responsibilities.

a. Procedure for reclassification request: A Department Head or manager shall contact the Human Resources Department to report proposed changes in an existing job description and request that the description be updated. The Department shall provide Human Resources with a written memorandum outlining the reason(s) for the request for classification or reclassification, to include a description of whether the duties are new or have been reassigned from another position, why the additional or fewer responsibilities or qualifications are appropriate for this position, and the operational changes in the department that justify that the position be classified or reclassified.

An employee can also request reclassification if the employee asserts that a Department

has permanently assigned to their position additional significant functions which require additional skills and knowledge. The employee shall provide to the Human Resources Department a written and dated request that specifically describes each such function.

If the employee or the Department Head believes that the changes warrant reclassification, the requesting party will then fill out a “Personnel Information Questionnaire.” The requesting party must submit the original and three (3) copies of the completed Personnel Information Questionnaire to Human Resources. If the requested reclassification would affect the organizational structure of the Department (i.e., if the supervisory chain of command is altered or other employees are affected by the change), the Department should supply the current and the proposed organizational charts showing the relation of the position to the rest of the Division or Department along with a written explanation of any other impact to the Department of the proposed reclassification of the position.

The Human Resources Department will then schedule meetings with the affected employees and supervisor or manager to review requests for changes in functions. Once approved by the supervisor, the revised job description shall be forwarded to the Department Head for final approval. The Human Resources Department will then send the position description to the Union president who will have ten (10) working days from the date sent to provide the Human Resources Department with comments and or suggestions.

If the Human Resources Department determines that the documentation meets the standard for reclassification as described in section b, a classification committee shall analyze the request as outlined by the *City of Burlington Guide to Position Measurement* (“Guide”) of the Willis Classification Plan. The classification committee shall be comprised of three members, one of whom

shall be a staff person from the Human Resources Department and who shall serve as a voting member. The Union shall be given advance notice of the classification committee meeting. The requesting party shall be given the opportunity to present the request to the classification committee. The resulting grade may be higher, lower, or the same as the existing grade. The Human Resources Director will review the impact of the proposed reclassification on the organization and structure of the affected Division, Department and the City. The Human Resources Director shall note their position regarding the proposed reclassification to the Finance Board, the City Council or the arbitrator.

If the requesting party does not wish to contest the classification committee's decision, that recommendation shall be forwarded to the Finance Board for approval. The Finance Board shall review the impact of the request on the affected Department and the City in its entirety to determine whether the request is within current budgetary limits. If the Department seeks to implement the reclassification during the current budget year, the Department shall provide specific information about the funding for the reclassification within its existing budget (i.e., the line item from which funds will be transferred).

If denied based on financial grounds, the decision of the Finance Board shall be final and no additional requests for reclassification of that position will be heard during the subsequent six (6) month period, or until such time as funding can be secured, whichever is earlier.

Alternatively, if upon review the Finance Board determines that the proposed reclassification is within the current budgetary limits and approves the request, it shall be submitted to the City Council for final approval. The City Council shall review the proposed reclassification in light of the comments of the Finance Board and the Human Resources Director and issue a final

decision on the reclassification. If the request is denied based on organizational or financial grounds, the Council's decision shall be final and no additional requests for reclassification of that position will be heard during the subsequent six (6) month period.

If a proposed reclassification is approved for a higher classification, it shall be effective on the date of approval by the City Council or as otherwise indicated in the Council's order. If however, the employee demonstrates both that the employee gave written notice to Human Resources of the additional, permanently assigned functions which resulted in a higher classification, and that the employee has been performing those additional functions continuously since the notice, the City Council shall order that the higher classification be effective as of the date of the employee's notice.

If either the Finance Board or the City Council denies the reclassification and it is determined both that the employee provided the Human Resources Department written notice of the additional, permanently assigned functions which resulted in a higher classification, and that the employee has been performing those functions continuously since the notice, the Finance Board shall direct the Department to pay the employee for the higher classification work back to when Human Resources received the employee's notice and request for reclassification. The Finance Board shall also direct the Department to terminate the assignment of the additional responsibilities to the employee.

If a reclassification for a lower grade is approved and causes an incumbent employee to move from their former classification grade to a classification grade with lower pay, then one calendar year after the City Council's decision, the employee will be placed within the new, lower classification grade at the step level that reflects their years of service with the City.

An employee's anniversary date will not change as a result of a reclassification of a position.

b. Standard for Reclassification: If a position description needs to be amended to reflect additional or fewer responsibilities and/or requires additional or lesser qualifications, it may be submitted for a reclassification review to ensure its appropriate placement within the City's Classification Plan. Reclassification reviews may involve a single position or an entire class.

A position may be reclassified to a higher grade only if it is demonstrated that:

- The position will perform additional, significant functions that are not addressed in the current job description; and
- The functions require added skills and knowledge such that a higher grade placement is warranted.

A position may be reclassified to a lower grade if functions identified in the job description are no longer being performed by this position.

The Human Resources Director shall make an initial determination whether the documents submitted appear to meet either of the above standards for reclassification. If the submission as outlined in subsection (a) does not demonstrate sufficient grounds for reclassification, the requesting party shall be notified. If the department is the requesting party, no additional requests for reclassification for that position will be heard during the subsequent six (6) month period. If the employee is the requesting party, the employee can file an appeal of the Human Resources' decision using the arbitration provisions of the grievance procedures of this Agreement. The arbitrator shall only decide whether the employee can demonstrate that the standard for a reclassification stated above was met given the information submitted to the Human Resources Department.

c. Appeal of classification committee decision: Once the classification committee makes a determination, if the Department is the requesting party, the grade placement decision reached by the committee is final for six months and no additional requests for reclassification of that position shall be heard during that six months period.

Alternatively, if the employee is the requesting party and contests committee's decision, the employee may utilize the arbitration provisions of the grievance procedures of this Agreement to appeal the committee's decision.

The appealing party must demonstrate that the committee made an error(s) in its analysis and that the error(s) resulted in the decision against the appealing party. If the appealing party can demonstrate both, then the arbitrator shall determine the position's classification using the *City of Burlington Guide to Position Measurement* ("Guide") of the Willis Classification Plan.

d. Placement after promotion or reclassification: Promotions occur when an individual applies for and is awarded an existing vacant position in a classification with a higher grade. In addition, an employee may serve in a position that is reclassified. If an employee is promoted or is in a position that has been reclassified to a higher grade, the employee will enter that higher grade at the lowest step which ensures at least a five (5) percent increase over their current rate. With the approval of the Human Resources Director, the employee shall be placed at a higher step based on exceptional qualifications including years of relevant experience. Years of previous experience that are equivalent or substantively similar to the necessary knowledge, skills, and responsibilities of the new position may be converted to additional steps at a 3:1 ratio. Prior relevant experience that is not substantively similar may be factored in at a higher ratio. The new rate shall not be less than the minimum for the grade nor more than 10% above the employee's

current rate. The decision of the Human Resources Director may be appealed to the City Council Human Resources Committee.

If promoted, the employee's anniversary date and the effective date of the rate change will be the date of the change of position.

e. Reorganization: In the event of reorganization of a Department which has met the City's administrative requirements as determined by the City's Personnel Policy, the Department will follow the classification procedure for adding new or reclassified positions and obtain final approval of the Human Resources Committee and Finance Board before posting or promoting into the vacant positions.

f. Transfer: If as a result of a transfer in lieu of layoff which causes an employee to move from their former classification grade to a classification grade with lower pay, then the employee will be placed within the new grade at the step level that reflects their years of service with the City. If a current union employee voluntarily applies for and is hired in a vacant position in the same Department or in any other City Department and such position is assigned a lower classification grade than the employee's former position, that change in positions shall be considered a voluntary transfer and the employee shall have no rights to pay under their former classification. If a current union employee voluntarily applies for and is hired into a vacant position in the same Department or in any other City Department and the position is at the same classification as the employee's former position, upon hire, the employee shall be placed at the next step of that grade.

g. Step Increase. If an employee does not receive written notice of less-than-satisfactory performance within thirty (30) days prior to the employee's anniversary date, the

employee will automatically receive a step increase for which the employee is otherwise eligible under Appendix C. For an employee who has received notice of less-than-satisfactory performance, once the employee is performing satisfactorily, the supervisor may, with the approval of the Department Head, grant the step increase. The step increase will not be retroactive. The employee's eligibility date for the future step increases shall remain unchanged.

9.3 Longevity

a. An annual longevity pay increment shall be granted to eligible employees according to the following schedule based upon years of continuous service with the City:

<u>YEARS</u>	<u>AMOUNT</u>
Commencing 10 through completion 14	\$ 500.00
Commencing 15 through completion 19	\$ 730.00
Commencing 20 through completion 24	\$ 880.00
Commencing 25 through completion 29	\$ 1,030.00
Commencing 30 through completion 34	\$ 1,180.00
Commencing 35 and each year thereafter	\$ 1,330.00

Such payments shall be made consistent with the provisions of this Article. Effective June 7, 2011, "continuous years of service with the City" shall mean the employee has worked without interruption in one or more positions covered by the AFSCME bargaining unit for the period of years specified in the table above. Years worked in temporary positions or other non-AFSCME positions prior to the employee being covered by this Agreement do not count as years of continuous service.

b. Employees may designate on their pay report the week during October or November in which they wish to receive the first half of two equal installments of their longevity bonus. If the

employee does not timely make a request for payment, the City will pay the first half of the two installments on December 1st. Employees may designate on their pay report the week during April or May in which they wish to receive the second half of the two equal installments of their longevity bonus. If the employee does not timely request the payment, the City will pay the second half of the two installments on June 1st. Employees who become eligible for any of the six (6) categories of longevity payments during the six-month period(s) between payments shall have the amount for that period pro-rated. Only employees who have applied for membership on the date a longevity payment is due and who subsequently become members shall be eligible for such payments. Employees leaving employment who are entitled to longevity shall have it pro-rated at time of termination.

9.4 Wages: The pay schedules in effect for the period of this Agreement, from July 1, 2022 through June 30, 2026, shall be as set forth in Appendix C to this Agreement. Those schedules reflect the following cost of living increases to the prior year's base pay:

- (a) Retroactive to July 1, 2022, for covered employees who are employed on the execution date of this Agreement, 7.2%;
- (b) On July 1, 2023, 4.8%;
- (c) On July 1, 2024, 3%; and
- (d) On July 1, 2025, 3%.

Employees who are paid less than the hourly amount on their step and grade that is set by the City and known as the Livable Wage (calculated with health care) will receive a supplemental payment until their step and grade hourly payment reaches the hourly amount of the Livable Wage. When their step and grade reach the hourly amount as set by the City as the Livable Wage, the supplemental payment shall terminate.

9.5 Whenever an employee is directed to work in a classification higher than the employee's own for a period in excess of two (2) hours during any work day, such employee shall be compensated, for all continuous time worked in such higher classification, at a rate in the higher classification which at a minimum provides an increase equal to a 5% increase over the employee's existing salary in the employee's own classification, but in no event shall such increase be less than the minimum nor more than the maximum allowed for such higher classification. All such higher assignments must be stated in writing and signed by the supervisor in advance of the work performed. Under no circumstances may an employee receive both higher classification pay and group leader pay for the same period of time.

9.6 An employee who is placed by the employee's supervisor or manager in charge of a work crew consisting of two (2) or more employees, including employees hired on a seasonal basis, for a period in excess of two (2) hours during any work day shall be regarded as a group leader and shall receive compensation at a rate of ten (10%) percent in excess of the employee's base rate for all time actually worked in that capacity. Such assignment to be a group leader must be made in writing and name the two (2) or more crew members not counting the group leader. The group leader's supervisor must approve the group leader assignment documentation in advance. Under no circumstances may an employee receive both higher classification pay and group leader pay for the same period of time.

9.6 A 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. When an employee is assigned to a lower classification, the employee may not work in said lower classification if the employee is replaced in their own classification by a lower classified employee.

9.6(B) 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 ten (10%) in excess of the employee's base rate.

9.7 Emergency Communications Specialists II who are assigned by the Department supervisor to do field training of dispatchers and do actually perform such training shall receive \$1.10 (one dollar and ten cents) per hour in addition to their base pay for all such hours.

ARTICLE X

Hours of Work

10.1 Definitions.

The definitions in this article apply only to full-time, i.e. forty (40) hours per week, positions.

Workday: The normal workday shall consist of either eight (8) or ten (10) consecutive hours of work, excluding a meal period, within a twenty-four (24) hour period.

Workweek: The normal workweek shall consist of either five (5) or four (4) consecutive workdays, Monday through Friday, totaling forty (40) hours, except as otherwise provided for herein. Except where they currently exist as of the effective date of this contract, no position shall be scheduled a ten (10) hour workday/four (4) day workweek unless such schedule is mutually agreed to by the City and the employee in said position.

Continuous Operations: Continuous operation is an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

Time and One-Half: Time and one-half shall mean one and one-half (1½) hours pay for each hour worked.

Work Shift: A regular work shift shall consist of either eight (8) or ten (10) consecutive hours, excluding a meal period.

Double Time: Double time shall mean two (2) hours pay for each hour worked.

Flexible Scheduling: Flexible scheduling shall be defined as the development and implementation of an irregular work shift (or shifts) for a particular employee in order to accommodate special needs of the employee and/or the Department.

10.2 Work Schedules.

a. General Provisions: It is recognized that employees' daily and weekly work schedules and assignments are based on operating requirements and subject to change. The City retains the right to schedule straight time, overtime hours, number of shifts, and shift assignments, subject only to the limitations as set forth herein. Whenever the City makes or alters shift assignments, consideration shall be given to the seniority of qualified employees. Employees covered by this Agreement working less than thirty-six (36) hours per week on a regular basis may be assigned a normal work day other than as set forth in this Article.

All employees, except those covered in paragraph 10.2(b), shall be scheduled to work a regular work shift, and each shift shall have a scheduled starting and quitting time. Except for emergency conditions, work schedules shall be changed only after giving seven (7) calendar days' notice to the employee and for reasonable cause. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards. All employee work shift shall provide for:

- i) One (1) reasonable meal period; and
 - ii) A fifteen (15) minute rest period during each one-half (1/2) shift as is feasible. Employees shall be allowed an opportunity, and shall be provided reasonable facilities, to clean up prior to the end of each one-half shift.
 - iii) Employees required to remain on the job site during the scheduled lunch period shall be paid for such lunch period.

b. Street Division, Fleet Maintenance Division, and construction crew of the Water Resources Division of the Public Works Department Employees: These employees shall be scheduled to work a regular work shift, and each shift shall have a scheduled starting and quitting time. Except for emergency conditions, work schedules shall be changed only after giving seven (7) calendar days' notice to the employee and for reasonable cause. Such hours shall include a paid one-half hour lunch period at the regular rate of pay, which shall be taken at the job site unless otherwise specifically directed by the supervisor at the commencement of the shift, and one ten (10) minute break during each one-half shift as is feasible. Reasonable procedures for lunch breaks, rest periods, and clean up shall be established by the Department.

c. ECS Continuous Operations Schedule: Work schedules for such operations shall be negotiated and agreed upon by the department and the employees involved in such continuous operations with the approval of Local 1343, AFSCME. At the time of execution of this Agreement, the parties have agreed that work schedules shall be reviewed at least annually, but no changes will be made if the Department and the employees are happy with the existing schedule. If a change is proposed to the schedule, all affected employees must be involved and their input considered before any change is implemented. Emergency Communication Specialists will bid for shifts twice per year in March and September for tours of duty effective the first Sundays in April and October, respectively, or when otherwise agreed on by the parties. When a new ECS is released from training,

the supervisor will ask all ECS to determine if there is interest in the open shift. If there is no interest, the newest ECS will assume the open position. If there is interest, there will be a rebid.

d. Dispatch Scheduling: Unless emergency conditions or unanticipated circumstances exist, and approval is granted by the appropriate supervisors, all shifts should be kept to the ten (10) hour limit and employees should not work more than fifteen (15) consecutive hours.

Only one dispatcher will be granted time off per twenty-four (24) hour scheduled work day but other time off on that same day may be granted off depending on the needs of the operation as determined by the Burlington Police Department.

New or vacated shift positions will be filled on the basis of seniority so long as there is sufficient experience on the shift.

In order to maintain staffing levels to ensure public safety needs are met, the Police Fire Communication Center may temporarily hire Non-AFSCME bargaining unit personnel to cover a position vacancy* which results in at least 80 hours of available overtime. This temporary hire shall end when the position is filled with a new bargaining unit employee. *Section 13.26 addresses filling open hours created by approved leave of absences.

e. Flexible Scheduling: Flexible scheduling may occur subject to the following conditions:

- i) The Department Head must, in all cases, authorize flexible scheduling;
- ii) A flexible schedule may be terminated by either the employee or the Department Head at any time for any reason, in which case regular scheduling shall occur;
- iii) An employee who works on the basis of flexible scheduling shall be entitled to overtime only when authorized hours of work in a week exceed forty (40); and

iv) The decision to terminate flexible scheduling in any given case shall not be grievable.

f. Parking Service Agents, Airport Ambassadors and Working Forepersons: The nature of the work

of Parking Service Agents, Airport Ambassadors and Working Forepersons is such that it must be responsive to the needs of the public, the needs of business owners and the seasons. In order for the City to be responsive to these needs, the City must have flexibility in scheduling work.

Accordingly, the following provisions will apply to Parking Service Agents, Airport Ambassadors and Working Forepersons employees notwithstanding any other provisions of this Article or the Agreement:

i) The City will schedule Parking Service Agents and Airport Ambassadors to a regular work week consisting of shifts scheduled Friday through Thursday and schedule Working Forepersons with two consecutive days off. Shifts may be scheduled on any of the seven (7) days of the week;

ii) A regularly scheduled shift will consist of at least four (4) hours, but not more than ten (10) hours within a twenty (20) hour period. A shift will have a scheduled starting and ending time, except that the ending of the shift may fluctuate in response to special events, unanticipated circumstances, or emergencies;

10.3 Overtime and Compensatory Time.

a. Overtime: Available overtime work 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.

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 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.

b. Rest Periods: 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 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.

c. Rest Day: An employee who has completed their regular workday and who thereafter continues to work twelve (12) consecutive hours of overtime may elect to use the following regular workday for rest and charge it to sick leave or vacation time or take such time without pay. Such time shall not count in the computation of sick leave usage for purposes of requiring notes from a physician pursuant to 13.3(c) or 13.13 (sic 13.2(c)). An employee who works sixteen (16) consecutive hours and is on call is entitled to eight (8) hours rest—that is, unless the employee agrees otherwise, or a major emergency occurs, the employee will not be called in to work or required to start a regular shift for at least eight (8) hours. If the employee misses some or all of a regular shift for this rest period, the employee may charge the time to sick leave or vacation time without penalty as described, or take such time without pay.

d. Compensatory Time: Employees entitled to overtime may, with the approval of the Department Head or designee, be allowed compensatory time at time-and-one-half in lieu of such

overtime consistent with the provisions of the Fair Labor Standards Act. (Appendix D) Employees allowed compensatory time in lieu of overtime may utilize such time consistent with the procedure set forth in paragraph 13.25. Once each fiscal year employees may trade in for cash any amount of compensatory time earned during that fiscal year. Compensatory time not so traded in may be accrued from year to year, consistent with and subject to limitations set forth in the Fair Labor Standards Act.

The estate of a regular employee who dies shall be paid all of the compensatory time due that employee at the time of the employee's death as per the procedure set forth in Appendix D Section 4.

10.4. Weekend and Shift Premium Pay.

a. Other than continuous operation positions, positions currently assigned a workweek consisting of five (5) consecutive days which includes Saturday and/or Sunday shall be compensated at a premium rate of twenty-five (25%) percent above their hourly base rate for such Saturday and/or Sunday work. The Parks Department shall assign weekend work on a scheduled basis, and employees of that Department may exchange such weekend work assignments with other qualified Department employees so long as the work requirements of the Department are adequately covered. Scheduled employees shall give the Department reasonable notice of any such work exchange.

b. Notwithstanding the provisions of paragraph 10.4(a), it is understood and agreed that only those positions that were receiving the twenty-five percent (25%) premium provided for in paragraph 10.4(a) as of June 30, 1991 shall be paid such premium, and with respect to those positions, the premium shall be paid only for so long as such position(s) is filled by an employee whose date of hire with the City is on or before June 30, 1991. Employees hired by the City on or after July 1, 1991 and who occupy one of the aforementioned positions, as well as any new positions created, shall not be entitled to the twenty-five percent (25%) premium, but shall be eligible for a weekend day shift

differential as provided for in paragraph 10.4c. Under no circumstances shall an employee be entitled to receive both a twenty-five percent (25%) premium and weekend day shift differential.

c. A shift differential in the amount of \$1.50 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. and \$1.65 per hour for hours worked on regularly scheduled shifts between the hours of 11:00 p.m. and 7:00 a.m. The weekend day (7:00 a.m. to 4:30 p.m.) differential shall be paid at the rate of \$1.45 per hour. Under no circumstances shall an employee be entitled to receive both premium pay under paragraph 10.4(a) or 10.4(b) and weekend day shift differential. 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.

10.5 On-Call, Call-Ins

a. General Provisions: Whenever employees are required to make themselves available during periods when they are not scheduled to work, they shall be so informed, and thereafter for the period specified shall be considered to be on call. Unless other arrangements are specifically agreed to by the Department Head, an employee who is on call shall be expected to report to work within 30 minutes of being called, or within normal commuting time if longer than 30 minutes, except that reasonable accommodations shall be made if weather conditions result in a longer commuting time.

b. Substitutes: Employees who are on-call may arrange for substitution by a qualified employee for their on-call duties, provided that notice of any such substitution is given to the supervisor by the employee originally placed on-call at the time the employee is first placed on-call, unless otherwise arranged with the supervisor, and provided further that the proposed substitute is approved by the supervisor as being qualified to perform the tasks which may be required during the

on-call period. In the event of substitution, failure of the substitute to report to work if called in shall be just cause for discipline of the substitute. In the event of an approved substitution, on-call pay shall be paid by the City to the substitute and the employee originally placed on-call shall be deemed to have released the City from any obligation with respect to on-call pay.

c. Extension of On Call Periods/Airport Rules: Except for emergency situations, periods initially specified as on-call periods shall not be extended once the on-call period has begun, unless the employee agrees to the extension. At the Airport emergency shall be strictly defined to enable the City to comply with Federal regulations which require immediate removal of any precipitation from primary movement areas at all times in order for the Airport to maintain operations. On Saturdays and Sundays the Airport shall initiate notice of extension of on call periods by 2:00 p.m.

d. On-Call Pay. Effective on July 1, 2022, all employees who are on call shall receive \$40.00 on call pay for each day or portion thereof during which the employee is placed on call. This on-call pay will increase by \$2.00 to \$42.00/day on July 1, 2023, an additional \$3.00 to \$45.00/day on July 1, 2024, and \$3.00 to \$48.00/day on July 1, 2025. For purposes of this section a day shall be the twenty-four (24) hour period commencing with the end of the employee's last scheduled shift, and any successive twenty-four (24) hour period until the commencement of the employee's next scheduled shift. Employees shall receive an additional \$40 as of July 1, 2022) ("holiday on-call" payment) over and above the regular on-call pay, for a total of \$80.00 as of July 1, 2022, \$84 as of July 1, 2023, \$90 as of July 1, 2024, and \$96 as of July 1, 2025) if the employee is placed on call during any part of a holiday (actual or observed) except that only one such holiday on-call payment shall be made to an employee who is on call during both the actual and observed holiday in any one instance.

Employees who are called in shall be compensated at a rate of 1.5 times their regular rate for all hours worked until the commencement of their regularly scheduled shift. If an employee is called in and then sent home prior to the commencement of their regular shift, the employee will be allowed to return at the commencement of their regular shift. An employee who has been called in before their regular shift may elect with approval of the employer to leave after working 8 consecutive hours or to take accumulated compensatory time or vacation during all or part of the regularly scheduled shift that follows. Sick Leave may be used only when approved by the Department Head in accordance with the appropriate provisions of Article XIII of the contract.

The employer may elect to send the employee home for all or part of the regularly scheduled shift when there is evidence that the workplace health and/or safety are in jeopardy. This may be covered by accumulated leave of the employee's choosing including Sick Leave, under pertinent provisions of the contract. If an employee elects to go home for all or part of a regularly scheduled shift with approval of the employer but without using accumulated leave that employee will be considered to have declined overtime for purposes of administration of internal overtime rotation lists.

e. Minimum Call-In Payments: Any employee who is called to work outside their regularly scheduled shift shall be paid the time and one-half described above for such work, except as provided below the payment for such call-back shall not be less than for (i) two (2) hours in the case of a scheduled call-back, and (ii) three (3) hours in the case of unscheduled call-back, except that there shall be no pyramiding or stacking of minimum payments. For example, an employee who is called-in and receives the three-hour minimum pay will not receive a second three-hour minimum pay unless the employee is allowed to go home and is called back again more than three hours after

the initial call-back began. An employee who is called-in less than two hours before their scheduled shift and continues to work through their regular shift is paid all time worked before the regular shift, plus one hour, at time-and-a-half and then receives their regular pay for their regular shift. For example, an employee who is scheduled to work at 7 am but is called in to begin work at 6 am receives two hours at time-and-a-half and then begins regular pay at 7 am.

A scheduled call-back means that the employee has been notified that they will be needed to work at a specific time before the end of the employee's last prior shift. An employee who is called by telephone by their supervisor or designee during non-work hours to provide advice related to the employee's particular work expertise, but who is not actually called back to work and not eligible for call-back pursuant to this section shall be entitled to a minimum of one (1) hour compensation at time and one-half the employee's regular rate. Any employee of the Cemetery Department called to cover a funeral in each one-half shift on Saturday or Sunday shall be credited with two (2) call-backs.

f. Winter Rules for Maintenance Division of the Airport and Streets and Water Resources Divisions of the Public Works Department: From November 1 to April 15, employees of the Maintenance Division of the Airport and the Streets and Water Resources Divisions of the Public Works Department may be required to make themselves available on a rotational basis to be called into work to perform their respective duties as conditions require.

It is understood and agreed that current practices regarding employees in certain positions (other than in the Streets Division) making themselves available to plow snow shall continue. In addition, employees of the Public Works Department who are hired by the City on or after July 1, 1991 into the positions listed below shall make themselves available to be called into work as street conditions require. These positions include the following: welder, mechanic, inventory control

specialist, and street maintenance workers. Available volunteers shall be used before employees in these positions are called in. In addition to the employees required to make themselves available as provided for herein, the City may require a maximum of six (6) employees from the Water Resources Division of the Public Works Department to be available for snow plowing responsibilities. The City shall first solicit qualified volunteers for this purpose, but in the event it does not achieve the necessary coverage, it may achieve the required 6 employees by mandating coverage. The least senior qualified employees shall be called first until the required coverage is achieved. Those employees who participate in snow plowing shall be subject to being placed on call in accordance with the provisions of this section.

g. Water Distribution /Meter Analysts: Commencing July 1, 1994, one Water Distribution/Meter Analyst position will be on-call for the entire week. Weekly duty shall be voluntary and shall be rotated among Water Distribution/Meter Analysts who volunteer and, if necessary to ensure adequate coverage, qualified water distribution employees who volunteer. In the event that there are insufficient volunteers to maintain an adequate on-call rotation, management may require Water Distribution/Meter Analysts who have not volunteered to participate in the rotation.

h. Airport Electrician: The airport electrician may be required to be available to be called in to work to perform their duties at times when they are not scheduled to work.

i. Call-In After Consumption of Alcohol, Marijuana, or Certain Prescription Drugs. Employees who are called in to work outside of their regular or scheduled call in hours, who are not on-call and who acknowledge that they have consumed alcohol, marijuana, or a prescription drug that may affect their ability to drive, operate machinery, or otherwise safely perform their job, and who decline to report for duty for that reason shall not be subject to an alcohol or drug

test or disciplinary action. However, if an employee has already been placed on-call or is already on a scheduled call-in, and is called in after the employee has consumed alcohol, marijuana, or a prescription drug that may affect the employee's ability to drive, operate machinery, or otherwise safely perform their job, the employee is required to report that consumption and understands that they shall be disciplined.

j. Court Call-back for Emergency Communication Specialists. ECS dispatchers who are called to work outside their regularly scheduled shift to testify in court shall be paid consistent with 10.5(e), except that if the court appearance is cancelled after 5 pm the previous day, the employee shall receive a \$35 call-back fee. The Department will notify the dispatcher of any cancellation by phone (at the number supplied by the employee) or work email, and the time of the call or email will determine the time of cancellation. If possible, in lieu of call-back pay, the schedule of a dispatcher who is called to testify in court will be adjusted, subject to mutual agreement of the employee and the department.

k. ECS Order-in's (former MOU)

(i) At times, the Department must order an ECS in to work when the ECS is not scheduled to work, but the Department agrees that only in extremely limited circumstances emergency circumstances might exist where more than two ECS are necessary to ensure public safety.

(ii) There are two types of order-ins: A scheduled order-in is defined as an order to fill time that is left unfilled from the regular overtime posting. An unscheduled order-in is defined as an order to fill time that is left unfilled due to an unexpected absence in the communications center.

(iii) During a scheduled order-in, if the hours actually worked during the order-in period (not including any regularly scheduled hours) are equal to or exceed three hours, the entire order-in will be compensated at twice the normal pay rate (double-time). During an unscheduled order-in, if the hours actually worked during the order-in period (not including any regularly scheduled hours) are equal to or exceed two hours, the entire order-in will be compensated at twice the normal pay rate (double-time).

(iv) An ECS who has taken a scheduled day off will be exempt from an order-in unless it is an unscheduled order-in immediately following the end of their regularly scheduled shift. The only exemption from that requirement is if the order will create an undue hardship. If an ECS is exempt under this provision, the next ECS on the list will be ordered in, and the exempt ECS will return to the first position of the order-in list upon return from the scheduled time-off. This provision does not preclude the ECS from volunteering to cover or accepting the order-in, at the ECS's own discretion.

For example, if an ECS works Sunday night 2100-0700 and has taken Monday night shift off 2000-0600, that ECS cannot receive a scheduled order-in for 0700 to 0900 on Monday morning, but can receive an unscheduled order-in in the absence of some extenuating circumstance (undue hardship), such as travel plans where the ECS has an early morning flight Monday morning. This undue hardship exemption will only occur in very limited circumstances at the discretion of the Officer in Charge or the ECS's supervisor.

The purpose of the exemption from scheduled and, in rare circumstances, unscheduled order-ins is to protect scheduled time off the ECS is using, such as vacation, personal, or other time off the ECS is entitled to by contract. This protection against order-ins does not

apply to regularly scheduled days off except in circumstances where the regularly scheduled days off lead into a period of vacation, personal, or other time off authorized by contract and the unscheduled order would be an undue hardship as described above.

(v) If an ECS is ordered in on one of the double-time holidays, the ECS will be paid

a) the holiday pay for that day (regular pay), b) double time for the time actually worked, and c) an additional half-time for all time worked in recognition of the order-in.

1. On-call for ECS: Upon implementation of an on-call system, Emergency

Communication Specialists shall be eligible for on-call pay.

10.6 Miscellaneous.

a. Safe Vehicles: It is the policy of the City to maintain all of its vehicles in a safe condition. No employee shall be required to operate an uninspected vehicle and shall not be disciplined for refusing to do so.

b. Commercial Driver's License: Employees who need a commercial driver's license to fulfill their job responsibilities shall be reimbursed by the City for the cost of obtaining the required commercial driver's license and/or any renewal thereof which comes due after July 1, 2010. Reimbursable cost under this Section shall be the difference between the cost of obtaining and/or renewing the required commercial driver's license and the cost of obtaining and/or renewing a standard driver's license.

c. Bargaining Unit Work to be Performed by Members: Except for emergency situations (including unavailability of union personnel due to absences), no non-bargaining unit employee shall perform work normally assigned to employees within the bargaining unit.

ARTICLE XI

Holidays

11.1 The following days and no others 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 - First Tuesday of March
Memorial Day - Last Monday in May
Juneteenth- June 19
Independence Day - July 4
Bennington Battle Day - August 16
Labor Day - First Monday in September
Columbus Day - Second Monday in October
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

11.2 In addition, all employees shall be allowed one (1) floating holiday per fiscal year for religious, social or personal need. An employee shall provide their Department Head with as much notice as possible of the date selected for such day, but in no case shall such notice be less than three (3) working days.

11.3 In addition to the holidays listed in paragraph 11.1 and 11.2, the day after Thanksgiving shall be a limited service day. A limited service day shall be defined as a day during which all City offices are open and all City services are provided. A Department Head shall ensure minimum staffing is available to carry out necessary functions. Employees who are scheduled to work a regular shift on a limited service day shall be entitled to another day off, which shall be taken during the fiscal year pursuant to the procedure set forth herein for the floating holiday.

11.4 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 City services) and shall receive regular compensation for that day except where other agreements exist. Each eligible employee is entitled to one day of holiday pay for each of the holidays above. An employee who is scheduled to work on either the actual or observed holiday and is excused from work that day has their holiday on and is paid for the day off. Employees who did not receive a day off and holiday pay as previously described and who work (whether scheduled or called-in) on either the actual or the observed holiday shall be entitled to additional holiday pay for the day worked, and an employee who works (whether scheduled or called-in) on both the actual and observed holidays shall be entitled to additional holiday pay for the actual holiday, not the observed holiday. Additional holiday pay for the employee who works as referenced in the previous sentence shall be at the rate of one and one-half times the regular rate of pay except that additional holiday pay on the following holidays shall be double time: 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). Additional holiday pay shall be paid over and above an employee's regular compensation for the day. An employee who works on a holiday may request from their Department Head or designee to take additional holiday pay as compensatory time and if approval is received, may take such compensatory time in accordance with section 10.3 (e) and Appendix D. An employee who voluntarily wishes to work on a holiday may request, and a supervisor may allow the employee, to work and take that holiday on another day as a day off with pay within the next six (6) months and will not be entitled to additional holiday pay. Management will not pressure employees to work on a holiday voluntarily.

11.5 In order to be eligible for holiday pay, employees must work their last regularly

scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless they are excused by the supervisor from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after a holiday because of vacation leave, personal leave, sick leave or other approved leave with pay.

11.6 If a designated holiday occurs while an employee is on vacation leave, no charge for the holiday will be made against vacation leave. If a holiday falls during a scheduled day off, the employee shall be compensated by an additional day's pay or by a day off at some later time within the fiscal year. If an additional day off is elected, it shall be taken in a manner consistent with the procedures for taking compensatory time, provided that such day off shall be scheduled so as to minimize the creation of additional overtime for the City.

11.7 In addition to the above-listed holidays, the Mayor may designate additional time off. Employees required to work such days shall receive time and one-half (1 1/2) their regular rate for each such hour worked.

ARTICLE XII

Vacations

12.1 Vacation leave may be taken as earned after completion of the probationary period according to the following schedule. Employees scheduled to work thirty-five (35) hours or less in an average workweek shall earn vacation leave on a prorated basis.

CREDITED SERVICES

HOURS OF VACATION EARNED PER MONTH

Zero (0) through
Sixty (60) months

Six and two-thirds
(6 2/3)

Over Sixty (60) through

One Hundred Twenty (120) months	Ten (10)
Over One Hundred Twenty (120) months	Thirteen and one-third (13 1/3)
Over One Hundred Eighty (180) months	Sixteen and two-thirds (16 2/3)
Over Three Hundred (300) months	(see below)

Employees with three hundred (300) months of credited service or more shall be entitled to an additional two-thirds of an hour of vacation per month, and an additional two-thirds of an hour of vacation per month for each additional twelve months of credited service over three hundred (300), to a maximum of three and one-third hours per month for those employees with three hundred forty-eight (348) months or more of credited service. Entitlements shall increase with each additional twelve (12) months of credited service between three hundred (300) and three hundred forty-eight (348) only, and shall not be pro-rated for periods of less than twelve (12) months. Vacation accruals under this paragraph may be received in the form of leave or compensation, as requested by the employee, on a straight time basis, at intervals requested by the employee.

12.2 An employee who has completed their probationary period whose employment is terminated is entitled to payment for unused vacation leave in an amount not to exceed three hundred sixty (360) hours.

12.3 Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee in an amount equal to the vacation pay earned.

12.4 Vacation time may be used by employees in addition to, or in lieu of, sick leave.

12.5 A vacation is for relaxation, and to get away from the daily routine. For this reason, employees are encouraged to take their accumulated vacation. An employee may accumulate no

more than fifty (50%) percent of their annual vacation leave, except that an employee with less than two (2) years of employment shall be allowed to accumulate their full annual vacation leave. No employee shall accumulate more than three hundred sixty (360) hours of vacation leave, except as described below.

From an employee's date of hire to the end of that fiscal year, an employee may use or carry over any accrued vacation time. For every fiscal year thereafter, an employee must use at least fifty percent (50%) of their yearly earned vacation benefit according to the above schedule. An employee may carry over, at the end of the fiscal year, a maximum of 50% of their yearly vacation benefits, up to the maximum of 360 hours. Vacation leave in excess of the authorized carry over shall be forfeited and no financial compensation may be paid at the end of the fiscal year (June 30) or upon separation, unless an extension has been granted in writing by the Department Head with the approval of the City Council, after consideration of the recommendation by the Human Resources Committee.

12.6 The rate of vacation pay shall be the employee's regular straight hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

12.7 Vacations will be taken in accordance with a schedule approved by the Department Head or designee with due regard to the operation of the Department. Employees should request vacation leave of one week or more as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Employees shall have the right to choose the time they desire for their vacation, based on their seniority and consistent with this Article, so long as the efficient operation of the Department is not adversely affected. Vacation requests shall not arbitrarily be denied and, with respect to Operation Specialists at the Airport, shall take into account

Federal Aviation Regulations which affect scheduling. Vacation requests shall be responded to within 5 work days of the request.

12.8 An employee may be permitted by their Department Head or designee to take vacation leave on a day at a time basis consistent with the procedure set forth in paragraph 13.25.

12.9 Except in the case of an emergency as determined by the Department Head, no employee shall be required to return to and appear for work during their scheduled vacation period once it has begun (including any holidays or other days off which constitute a part of the vacation period). Employees who are requested and elect to work on a scheduled vacation day shall receive time and one-half (1 1/2) for each hour worked and may elect 1) to be charged and paid for such time as vacation or 2) not to be charged for nor receive vacation time for such hours.

ARTICLE XIII

Leaves

13.1 Leave is any authorized absence during regularly scheduled hours that is approved by proper authority. Employees scheduled to work 20 or more but less than 35 hours or less in any average workweek shall earn leave on a prorated basis.

13.2 The following sick leave benefit shall apply to all employees hired after July 1, 2000. Effective February 1, 2001, this sick leave benefit shall also apply to all employees hired prior to July 1, 2000 except as modified by their election of Option 1 or Option 2 as described below and as described in section (e), Transition from a previous sick time benefit. Sick leave shall mean any leave attributable to any physical or mental sickness or accident that prevents an employee from performing the employee's regular duties. Sick leave shall not be considered a benefit that an employee may use at their discretion, but shall be used only for the reasons stated

below

Sick leave may be used to care for the employee's own physical or mental illness, injury, or medical condition that prevents them from performing their regular duties as scheduled. Sick leave shall also be granted to allow an employee to obtain professional diagnostic, preventative, routine or therapeutic healthcare that cannot be scheduled outside of working hours; to care for a sick, injured or disabled member of their immediate family, including helping that individual obtain diagnostic, preventative, routine, or therapeutic health treatment, or accompanying them to an appointment related to long-term care; or to arrange for social or legal services or obtain medical care or counseling for themselves or an immediate family member who is a victim of domestic violence, sexual assault, or stalking or is relocating because of any of these. Immediate family includes: spouse, party to a civil union, domestic partner, parents, parent-in-law, grandparent, siblings, children, grandchildren, and foster children. Other close family members who reside in the employee's home are also considered immediate family. In addition, sick leave may be used for dependent care due to emergencies. "Emergencies" are, by definition, unexpected, short-term events, such as illness of a daycare provider or when the school or business (including a care facility) where an immediate family member is normally located during the employee's workday is closed for public health or safety reasons. Supervisors should use their best judgment to determine whether specific, individual cases fall within the general intention of this policy. Except as otherwise provided in this Article, no employee shall be entitled to payment for unused sick leave upon separation from City employment.

a. Eligibility

In order to be eligible for sick leave, an employee who is absent from work for any of the

reasons provided in this section must:

1. Inform their immediate supervisor or Department Head of such fact at the first reasonable opportunity, or as defined by Department Directives;

2. A supervisor may require an employer to provide reasonable proof that the employee's use of earned sick time is for one of the reasons stated in this section.

3. If the employee is out for more than one workweek, they or their surrogate (spouse, adult family member, or other responsible party) must report to the employee's immediate supervisor either in person, by telephone or electronic communication at least once per workweek, unless the circumstances make such notice impracticable. If the employee is away from their place of residence, a physician's statement explaining why such an absence is necessary, along with an estimate of the required period of absence, must be submitted.

b. Accrual of Sick Leave

Employees shall accrue ten (10) days (eighty (80) hours) of sick time per year. Sick time will be accrued on a monthly basis (6.67 hours/month). Employees could accrue up to a maximum of 15 sick days (120 hours). Except as otherwise provided in this section, any employee eligible for sick leave benefits who is paid less than their regularly scheduled workweek (excluding advance pay, military leave, disciplinary action and legislative service) or who is a part-time employee shall have their sick leave prorated for that week, based on a forty (40) hours workweek.

Persons who earn sick leave have the exclusive rights to its use and it shall not be shared.

No employee shall be paid for sick leave that has not yet accrued.

c. Certification of Illness

If a Department Head or their designee has reason to believe that an employee may be

taking sick leave unnecessarily or has engaged in a pattern of abuse of sick leave, or if an employee is out of work for three (3) consecutive working days due to illness, the Department Head or their designee, in order to determine sick leave eligibility, may require:

- i) a certificate from their physician or other care provider (specifying the nature of the reason for leave, the expected length of the sick leave and/or any work restrictions or light-duty assignments expected upon return to work) in order to be eligible for benefit for that particular absence (unless otherwise noted, a certificate from a physician or care provider shall be the responsibility of the employee);
- ii) a medical examination performed by a physician chosen by the City Department at its expense; or in the event of absence due to accident or sickness, the Department reserves the right to require a doctor's certificate to confirm the employee's fitness for return to work.

Sick leave may be denied by the Department Head or their designee upon a determination that the employee's condition is not sufficiently serious to justify sick leave.

d. Wellness Bonus

Each employee (even those who do not receive their health benefits through the City and have accepted a cashout under 14.5) will be eligible for up to \$400.00 per year as a wellness bonus. Wellness bonuses are available if an employee provides proof of participation in the following wellness activities in the amounts stated:

- i) Annual physical examination with primary care physician or physician's assistant--\$100.
- ii) Annual or semi-annual dental examination (cleaning) with dentist or dental

assistant--\$100.

iii) Completion of annual online risk assessment by the stated deadline--\$100.00.

Deadline will be identified each year no less than three months after start of fiscal year.

iv) Participation in a list of approved wellness activities designated by Human Resources--\$50.00 each for up to total of \$100.00. For purpose of example only, these activities may include: proof of health club or gym membership, proof of enrollment in a weight management program, proof of completion of a smoking cessation program, proof of completion of any of the preventative care screenings included in the City's health plan, such as mammogram, annual gynecological exam, colonoscopy, prostate exam, or proof of participation in any of the offerings included in the City's EAP program.

e. An employee may petition the Human Resources Director to add a particular wellness activity to the list of approved activities at any time. The HR Director will respond to the request within ninety days. Eligibility for that activity will become effective at the first of the month following approval. The decision of the HR Director as to whether an activity is added to the list is final.

f. Proof of participation means a statement or receipt from a health care provider to the employee's insurance carrier for services provided or a receipt for payment to a wellness provider such as a health club or a sworn statement signed by a provider that the employee attended at least 80% of the sessions in a wellness program. Employees may submit the proof of participation to the City's healthcare administrator at the address provided by Human Resources; the administrator then will provide a list of approved activities to the City's payroll department or provider on a monthly basis. Payment will be made to the employee at the next payroll following receipt of the administrator's list. If none of those methods of proof is available, the Human Resources Director,

at their discretion, may accept other proof of participation.

g. Transition from a previous sick time benefit

To transition to the sick time plan on February 1, 2001, employees hired prior to July 1, 2000 will maintain their existing hours of accrued sick time in a 'vested sick leave bank'. An employee may use their vested sick leave bank to 1) supplement pay when using short term disability as more fully described below; 2) if the employee exhausts their active sick leave; and 3) if the employee is an option 2 employee, to convert to vacation consistent with current rules. An employee's right to sick leave pay out upon retirement will be consistent with their current rights under Option 1 or 2, whichever is applicable. Only Option 1 employees will be eligible for the sick leave bonus as described in Option 1 and Section 13.2 (d).

13.3 The City and the Union previously adopted a sick leave plan, which is set forth in part below and designated as Option 1. All employees on regular employment status as of June 30, 1986 made a one-time election in writing as to whether they would continue to follow the terms and conditions of the previous sick leave plan, which is set forth below and designated as Option 2. The employees who elected Option 2 are identified in Appendix E. Such choice was then considered final and non-revocable during the term of each individual's employment. It was understood and agreed that all employees hired on and after July 1, 1986 shall participate in the new sick leave plan (Option 1). It is understood and agreed pursuant to this Agreement that all employees, whether hired before July 1, 2000 or afterwards, are covered by the Sick Leave Plan described in Section 13.2 and only limited portions of the original Option I and II plans, as described below, are available to employees hired before July 1, 2000.

OPTION 1

Any unused sick leave earned prior to February 1, 2001 shall be accumulated and part of an employee's vested sick leave bank except for those days the employee elected to contribute to their active sick leave bank for FY 01.

Unused Sick Leave Upon Separation:

13.4 During the term of this Agreement, when an employee dies while employed in active service with the City or retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System, the employee (in the case of death, their estate) shall receive an amount equal to their salary at the time of their retirement or death for one-third the amount of accumulated unused sick leave up to the maximum; however, the maximum payment to which an employee is entitled shall not exceed payment for five (5) weeks.

13.5 When an employee resigns in good standing or is laid off from active service with the City, the employee shall receive an amount equal to their salary at the time of their resignation for one-fourth (1/4) the number of days of accumulated unused sick leave up to the maximum; however, the maximum payment shall not exceed payment for three (3) weeks.

13.6 Employees with accumulated unused sick leave in excess of the maximum earned prior to June 30, 1986 may elect upon retirement to use the balance of such excess leave, if any, towards "years of service" as credit under the city's Retirement System.

OPTION 2

13.7 Any unused sick leave earned prior to February 1, 2001 shall be accumulated and become an employee's vested sick leave bank except for those days the employee elected to contribute to their active sick leave bank for FY 01. A regular employee who retires from active service with the City and is immediately eligible for retirement benefits pursuant to the City's Retirement System

is entitled to payment for unused accrued sick leave in an amount not to exceed five (5) weeks. A regular employee who dies while employed in active service with the City or who terminates employment shall (in the case of death the employee's estate) be entitled to payment for unused accrued sick leave in an amount not to exceed one hundred twenty (120) hours. Upon the accumulation of at least two hundred forty (240) hours of sick leave in the employee's vested sick leave bank, an employee may convert sick leave to vacation leave at the ratio of one (1) hour of vacation leave for every two (2) hours of sick leave up to a maximum of forty (40) vacation hours per year. An employees' conversion of sick leave to vacation may result in the employee's accrued vacation exceeding the three hundred sixty (360) hour vacation accrual limit during the fiscal year and this is permissible unless the employee has more than 360 hours on the books on June 30th. If the employee has more than three hundred sixty (360) hours of accrued vacation on June 30th, the employee will forfeit any hours in excess of three hundred sixty (360).

Short Term Disability Benefit

13.8 The following short-term disability plan is implemented for all employees as follows:

a. Description: The short-term disability plan provides for income protection during periods of inability to work due to a serious health condition of the employee (as defined under Section 6.20 Parental, Medical, Family Care and Short-term Family Leave Policy) due to non-work-related sickness or injury.

b. Eligible Employees: Regular full-time and part-time employees with regularly scheduled hours of at least twenty (20) hours per week.

c. Eligibility Period: Employees will become eligible for Short-Term Disability after

one year of continuous active employment.

d. Benefit Waiting Period: Employees will be eligible for a short-term disability benefit after an absence from work for a period of ten (10) consecutive workdays.

e. Weekly Benefit: Employees will receive a benefit equal to 75% of their regular compensation.

f. Maximum Period of Benefit: Employees will initially be entitled to benefits for a ninety (90) day period of disability. Consistent with terms of BCO Personnel Ordinance Section 24-2 (Examination of Disabled Employee), during the ninety (90) day period of short-term disability, the employee will be examined by the City's Medical Examiner. If a determination is made that the employee will be unable to return to full employment within six (6) months of onset of illness or disability, the employee will be referred to the Disability Retirement Program at the end of the initial ninety (90) day period. If the Medical Examiner confirms that the employee will be able to return to full duty within six (6) months of onset of illness or disability, the employee will be eligible for continuation of the short-term disability benefit for an additional three (3) months, with a maximum benefit period of six (6) months.

g. Benefit Onsets: Employees may choose to substitute accrued sick, vacation, and/or personal time for unpaid time during the 10-day waiting period and to supplement their short-term disability benefit to provide 100% of compensation.

h. Application Process: In order to be eligible, an employee must provide documentation from a health care professional (as defined under Section 6.20) regarding the existence and diagnosis of the serious health condition and to provide additional certification as requested to confirm continued disability. The employee may also be required to be examined by

the City's Medical Examiner to determine the employee's eligibility or their ability to safely perform the job.

i. Return to Work: After the waiting period, if an employee is medically cleared to return to work and returns to full duty on a part-time basis of at least 4 hours per day, such employee shall receive the short-term disability benefit (75%) for the remaining hours of the work day.

13.9 Family Medical Leave

a) Eligibility. Employees who have been employed with the City for at least 12 months and have worked at least 1250 hours (not including any leave or unpaid time) may be eligible to take FMLA leave for any of the following purposes:

- for the birth of a child (including prenatal care for the mother) and to care for the newborn child;
- for the placement of a child with the employee for adoption or foster care (including court or counseling proceedings necessary for the adoption);
- to care for an immediate family member with a serious health condition;
- because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
- for qualifying exigencies arising out of the fact that the employee's immediate family member is a covered military member on covered active duty; or
- for military caregiver leave to care for a covered service member who is the employee's spouse, child, parent, or next of kin and who has a serious injury or illness.

b) Definitions. An "immediate family member" means a child, stepchild, or ward who lives

with the employee, foster child, parent, spouse or domestic partner, or parent of the employee's spouse or domestic partner.

A "serious health condition" means an illness, injury, impairment, accident, disease, or physical or mental condition that

- poses imminent danger of death;
- requires inpatient care in a hospital, hospice, or residential medical care facility;
- requires continuing in-home care under the direction of a physician; or
- requires continuing treatment by a health care provider involving
 - a required absence of more than 3 consecutive calendar days;
 - any treatment or incapacity relating to the same condition that also includes at least two treatments by a health care provider or one treatment with a continuing regimen of treatment;
 - a chronic or long-term condition for which treatment may be ineffective;
 - absences for multiple treatments and recovery if the untreated condition likely would result in incapacity for more than 3 days; or
 - incapacity related to pregnancy or prenatal care.

A "qualifying exigency" includes:

- any issue arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of **seven** days from the date of notification;
- military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and

informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;

- certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- making or updating financial and legal arrangements to address a covered military member's absence;
- attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the

termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member; or

- any other event that the employee and Employer agree is a qualifying exigency.

A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A "serious injury or illness" for military caregiver leave is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.

(c)(1) Amount of Leave. An eligible employee is entitled to take up to 12 weeks of unpaid leave during a 12 month period for the birth or adoption of a child or for the serious health condition of the employee or an immediate family member or up to 26 workweeks of unpaid leave during that single 12 month period for military caregiver leave.

The 12 month period is a rolling period measured backward from the date the employee uses any FMLA leave, such that the employee is entitled to 12 weeks leave in any given 12 month period. The 12 month period for military caregiver leave begins with the first day that military caregiver FMLA leave is taken. Leave for the birth or care of a newborn or placement for adoption or foster care of a child must conclude within 12 months of the birth or placement.

Spouses who are both employed by the City are limited to a combined total of 26 workweeks during any 12 month period for the same birth, adoption, or foster care placement of a

child, caring for a parent with a serious health condition, or caring for a covered service member.

13.9(c)(2) Paid Family Leave

1. In accordance with all provisions of this article in terms of eligibility for family leave with regards to standards for qualifying injuries/illnesses, covered purposes and individuals, there also exists a paid family leave benefit for certain bargaining unit employees. This benefit will be phased in over the course of this agreement pursuant to the following timelines:

Effective July 1, 2022, qualified employees shall be eligible for four weeks of paid family leave if determined eligible by Human Resources at the employee's regular base wages.

Effective July 1, 2023, qualified employees shall be eligible for four weeks of paid family leave if determined eligible by Human Resources at the employee's regular base wages.

Additionally, qualified employees shall be eligible for four weeks of paid family leave at 60% of the employee's regular base wages.

Effective July 1, 2024, qualified employees shall be eligible for four weeks of paid family leave if determined eligible by Human Resources. Additionally, qualified employees shall be eligible for eight weeks of paid family leave at 60% of the employee's regular base wages.

Effective July 1, 2025, qualified employees shall be eligible for four weeks of paid family leave if determined eligible by Human Resources. Additionally, qualified employees shall be eligible for eight weeks of paid family leave at 60% of the employee's regular base wages.

2. Employee use of paid family leave will be concurrent, not in addition to, the entirety of the total leave time allowed in this article.

3. If an employee uses any amount of qualified paid family leave and subsequently leaves City

employment, their accrued vacation leave (if it exists), will be reduced according to the following schedule:

A. If an employee leaves within 12 calendar months of the last day of paid family leave, the employee's vacation leave accruals will be reduced by the amount of paid family leave used.

B. If an employee leaves within 24 calendar months of the last day of paid family leave, the employee's vacation leave accruals will be reduced by half of the amount of paid family leave used.

C. If an employee leaves more than 24 calendar months after the last day of paid family leave, the employee's vacation leave accruals will be not be reduced to account for paid family leave used.

4. Paid family leave has no cash value for employees and cannot be cashed out upon separation or for any other reason.

5. Paid family leave shall be available for situations governed by 13.9(i) as it relates to short-term family leave if qualified under the eligibility provisions of this article.

(d) Notice. An employee must notify the City in writing of the need for leave at least thirty days in advance of the date the leave is to begin, if the need for leave is foreseeable. If the need for leave is not foreseeable or not foreseeable that far in advance, the employee must give reasonable written notice as soon as practicable (within one or two days of learning of the need for leave).

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations.

The notice must include the reason for the leave, the date it is expected to begin, and its estimated duration. The City will respond in writing. While on leave, employees must report periodically on their status and intent to return to work.

(e) Payments. An employee may use any accrued vacation, sick, or other accrued paid time during this leave, but not to extend the leave beyond the 12 weeks (or 26 weeks in the case of military caregiver leave) in any 12-month period.

Employee benefits continue during the leave to the extent required by law.

(f) Certification. For any leave for a serious health condition that is expected to last five days or more in length, medical certification is required. If the certification form is not fully and sufficiently completed or is not returned within 15 days (absent unusual circumstances), leave may be denied or delayed.

For any leave for a qualifying exigency, the employee must provide the City with a copy of the covered military member's active duty orders and certification. For military caregiver leave, the employee must provide the City with a healthcare provider's certification or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA).

Certification should be updated every month, or as requested by HR or the Department Head.

The City may, at its expense, obtain a second opinion by a health care provider of the City's choice, and if that person disagrees with the employee's provider, a third opinion (by a provider jointly chosen by the employee and the City), whose opinion shall be final and binding. The employee may also be asked to obtain a fitness for duty certificate before returning from leave, if the employee was out of work for the employee's own serious health condition.

(g) Return to Work. When the employee returns from FMLA leave, the employee will return to the same job or to one that is equivalent in pay, benefits, and other terms and conditions unless the employee is a “key” employee or had already received or given notice of leaving.

(h) No Retaliation. Employees who take FMLA leave may not be discriminated or retaliated against.

(i) Short-Term Family Leave. In addition to the above leave, an eligible employee is entitled to the following short term family leave in minimum two hour segments:

- up to 24 hours unpaid leave in any 12-month period (but not more than 4 hours in any 30 day period) for any of the following purposes:
- to participate in school activities related to the academic educational advancement of the employee’s child;
- to attend routine professional appointments or accompany the employee’s immediate family member to them;
- to accompany the employee’s parent, spouse or civil union partner, or parent-in-law to other professional appointments related to their care or well-being; or
- to respond to medical emergencies involving the employee’s immediate family member.

Employees must make a reasonable attempt to schedule appointments outside of regular work hours, and must give at least seven days prior notice of the need to take leave, except in an emergency. Employees may use any accrued paid time during this short-term family leave.

Bereavement

13.11. The purpose of bereavement leave is to enable an employee to take care of personal

arrangements and problems caused by death of an immediate member of their family and to relieve the employee of the concern over loss of earnings on the regularly scheduled work days immediately following the death. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

13.12 Upon the death of an employee's spouse or child, or domestic partner, the employee may request and the Department Head shall grant bereavement leave of up to ten (10) working days immediately following such death without loss of pay. Domestic partnership shall be recognized for purposes of this Section when it is determined by the Department Head that the criteria established by the City for recognizing domestic partnerships to establish eligibility for employee benefits have been met.

13.13 Upon the death of an employee's parent, stepmother, stepfather, foster mother, foster father or unmarried live-in partner (mate), the employee may request up to and the Department Head shall grant bereavement leave up to five (5) working days immediately following such death without loss of pay.

13.14 The Department Head shall grant, upon the request of an employee, up to three (3) working days bereavement leave without loss of pay upon the death in the employee's immediate family of the employee's father-in-law, mother-in-law, grandmother, grandfather, grandchildren, sister, brother, brothers-in-law, sisters-in-law or other relative who was residing in the employee's household.

13.15 Upon the request of the employee, the Department Head may grant up to one (1) day leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned herein. An employee may use one day of accumulated sick leave to attend a funeral

covered by this paragraph that is more than 150 miles away.

13.16 An employee, in addition to the above-defined leave, may utilize vacation leave to supplement bereavement leave.

Jury Leave

13.17 An employee summoned to jury duty will be excused from their work for the required period necessary to perform this duty.

13.18 The employee shall endorse over to the City the compensation which they receive from jury service. An employee who is dismissed from jury service prior to two and one-half (2 1/2) hours before the end of this employee's work shift shall report to work as soon as possible after being dismissed.

13.19 – 13.21 [Reserved].

Leave Without Pay

13.22 Upon affirmative recommendation of the Department Head and approval of the Human Resources Director, an employee may be granted leave without pay for a specified period of time. Leave without pay in excess of thirty (30) days shall require the approval of the City Council Human Resources Committee. 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 health insurance benefits for a period not to exceed two (2) years.

Elected Office Leave

13.23 Any employee who is elected to a State office shall, upon request, be granted a leave of absence for the duration of the elected term. Provided that an elected office leave does not exceed four (4) months duration, said leave shall not constitute a break in service, vacation and sick leave shall accrue and fringe benefits will be provided. An employee on elected office leave shall be paid the difference between elected office leave pay received and the amount of straight time earnings lost by reason of such service up to a limit of an employee's regularly scheduled work day. A copy of a paycheck shall be submitted prior to authorization for payment to the employee for the period of leave.

Military Leave

13.24 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.

a. In addition, AFSCME employees 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.

b. 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.

Personal Leave

13.25 All full time employees shall be allowed two days of personal leave which, along with compensatory time and vacation time, may be used in one (1) hour blocks except when such usage will unduly disrupt the operations of the department. Employees shall request such leave as far in advance as possible but in no event, except for emergency situations, less than one (1) day.

13.26 The City may fill on a temporary basis positions of employees granted a leave of absence and the return of an employee from a leave of absence shall be regarded as just and sufficient cause for the termination of their temporary replacement.

ARTICLE XIV

Employee Benefits

14.1 The benefits described below are provided to regular, full-time employees of the City. Employees scheduled to work 35 hours or less in an average workweek shall be entitled to benefits on a prorated basis.

Insurances

Hospital and Medical

14.2 The City will make available to all eligible employees health insurance through a self-insured plan or under group insurance policy or policies issued by an insurance company or companies selected by the City. If these benefits are insured or administered by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

14.3 For the term of this Agreement, July 1, 2012 through June 30, 2026, the City will make available to all eligible employees health benefits consistent with the terms, conditions and limitations as specified in Appendix B.

14.4 a. Full Time Employees:

Employees shall contribute a set percentage of the total cost of the City's Health Fund Budget (Fund 150) by withholding of a percentage of their regular base pay on a pre-tax basis, based on the following schedule:

Effective July 1, 2022, the total employee contribution shall continue to be 20% of the City's total Health Fund Budget (Fund 150).

Notwithstanding the above, the individual employee contribution shall not exceed 6.5% of

an individual employee's base wages in FY23 and FY24. In FY25, the individual contribution shall not exceed 6.75%. In FY26, the individual contribution shall not exceed 6.95%. In addition, if at the end of each fiscal year, the total contractual contribution made by all employees exceeds 20 percent, the overage will be credited to the total employee contribution in the fiscal year following the next fiscal year, thus reducing the percentage of wages required from employees that next fiscal year. For example, an overage credited to the total employee contribution in FY20 would be applied to employee contributions in FY22.

b. Part Time Employees:

To accommodate the terms for proration for part time employees, the City will pay the following percentage of a single, two person or family premium:

For employees who regularly work 20 hours or more but less than 24 hours a week-58%

For employees who regularly work 24 hours or more but less than 30 hours a week -65%

For employees who regularly work 30 hours or more but less than 32 hours a week-75%

For employees who regularly work 32 hours or more but less than 36 hours a week-80%.

14.5 An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof an annual payment in the amount of \$1,000. Payment may be in cash, or deposited in the employee's flexible spending account. An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage. This election must be made by the employee annually on a form to be provided by the City. The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option. If the employee has a spouse covered under the City's health insurance program, the employee may not elect this cash-out option unless their

spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash out option may cancel their election if the alternative coverage from the other source should become unavailable to that employee at any time. The payment called for under this option shall be payable by the City to the employee in monthly installments.

14.6 Employees who are granted leave without pay due to sickness, childbirth, or accidental disability shall continue to receive benefits under the City's hospital and medical plan for a period not to exceed two (2) years at the City's expense. Employees who are granted leave without pay exceeding two (2) months for any reason other than sickness, childbirth, or accidental disability will be permitted to convert to the regular subscription plan being offered by the insurance carrier on a direct pay basis.

14.7 If prescription birth control pills are not covered by the group medical plan, the City will reimburse employees who are participants in the group medical plan fifty percent (50%) of the cost of prescription birth control pills after the employee provides the City with a receipt for such purchase.

Life

14.8 The City shall provide each full-time employee with a paid group term life insurance policy in an amount equal to twice the salary of the employee at time of death up to a maximum of

\$50,000. The City shall also provide accidental death and dismemberment coverage for full-time employees. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Employees may purchase additional life insurance coverage at their own expense at the group rate.

14.9 The City shall maintain a life insurance/burial benefit for retirees so that the amount shall be Ten Thousand and 00/100 Dollars (\$10,000.00).

Dental

14.10 The City shall provide a group dental plan, which is included in the health benefit. See Appendix B. New employees become eligible on the first day of the month following a minimum of thirty (30) days of continuous employment.

14.11 The benefits shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. Insurance companies include regular line insurance companies and non-profit organizations. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company.

Work Related Injury Leave

14.12 An employee who sustains a work related injury, as the result of which the employee is disabled, if so determined by a decision under the Workers' Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the employee will be paid full pay reduced by the amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits that is equal to the employee's net

pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

14.13 In no case shall an employee be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The City shall recover any amount in excess of the employee's work-related disability leave amount, and shall assist the employee in applying for Social Security or other applicable disability. Failure to report Social Security or other applicable benefits shall result in the termination of work-related disability leave.

14.14 City-paid coverage for life insurance and for hospital and medical insurance will continue for the period of time that the employee is on work-related disability leave.

14.15 An employee on work-related disability leave has the right to return to the same position held before being disabled, for a period of up to three (3) years from the date injury occurred provided the employee is fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the employee does not return to work immediately or if the employee retires or otherwise terminates employment.

14.16 If an employee suffers a work-related injury, they must have the initial doctor's visit with a City-appointed doctor. If the employee wishes to use their own doctor thereafter, they must file a Form 8 with the City in order to be reimbursed and should do so prior to the visit except in an emergency.

14.17 Once an employee is on work-related injury leave, the City can require a medical

examination at three (3) months and six (6) months to determine whether the employee will be able to return to full duty. If it is medically determined that the employee will not be able to return to duty within one year of commencement of the leave, the employee shall be referred to disability retirement in accordance with the Ordinance. All other rights under this section remain intact.

14.18 Educational Incentive. An employee who has completed their probationary period is encouraged to pursue educational courses and seminars during other than working hours which are designed to upgrade or improve their job-related skill or ability. Employees may apply for credit for a course or seminar, which must be approved in advance by the Department Head, who shall certify that completion of such course or seminar can reasonably be expected to help the employee in the performance of their job. "Course" shall be interpreted as three (3) semester hours, or the quarterly hour equivalent, or a specific subject. "Seminar" shall mean a one-time educational presentation. Upon proof of successful completion of an approved seminar or course (i.e., passing if it is a pass/fail grading system or C or above on a letter grading system), and subject to budgetary limitations, an employee shall be entitled to reimbursement of one-half (1/2) the cost of tuition for an approved course or seminar. Upon proof of the achievement of a B or above on a letter grading system, and subject to budgetary limitations, an employee shall be entitled to reimbursement of the full cost of tuition for an approved course or seminar. Such education reimbursements are limited to one (1) course per semester or one (1) seminar per fiscal year. Permission to participate in this education incentive shall not be unreasonably upheld. Once advance approval of the Department Head is obtained for a specific course or seminar, the City will reimburse the employee for the cost of the course of seminar consistent with the terms of this section and may not at that juncture refuse reimbursement on the basis of "budgetary limitations."

14.19 The City 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 City reserves the right to provide such representation through its own counsel or to contract for services at the City's discretion.

14.20 Retirement Benefit

a. Contribution – Employees shall contribute to the Burlington Employees' Retirement System (BERS) a percentage of their annual salary. The total contribution required from both the City and employees will be based on the annual system valuation prepared by the City's actuaries.

Effective July 1, 2022, employees shall continue to contribute a percentage so that all employees are contributing 30% (and the City is contributing 70%) of the total contribution required.

Notwithstanding the above, an individual Class B employee's contribution shall not exceed 7.00% of their eligible wages in FY23, FY24, FY25, and FY26.

b. Vesting - Effective Jan. 1, 2016, an employee will be fully vested in the Burlington Employee Retirement System after having completed five years of service with the City; there will be no more partial vesting. Any employee or former employee who was partially vested prior to Jan. 1, 2016, shall remain partially vested until the employee has completed five years of service and then becomes fully vested.

c. Withdrawal of Contributions - Any employee who leaves employment and withdraws contributions before vesting shall receive interest paid at a minimum rate of 2% per year, or such higher rate as may be set by BERS.

d. Benefits – Employees covered as of the date of this Agreement retain the current

retirement system benefits in total with the following exceptions: 1) For years of service delivered after July 1, 2006, the ½ COLA option is changed to 1.8 multiplied by years of service; 2) For years of service delivered after July 1, 2006, the No COLA option is changed to 2.0 multiplied by years of service; 3) the COLA will equal the CPI-U Northeast with a maximum cap of 2.75%.

Employees hired on or after January 1, 2006 will have retirement system benefits based on the following: 1). For employees retiring at age sixty-five (65) or thereafter, one and four-tenths (1.4) percent of the employee's average final compensation multiplied by the employee's years of creditable service at age sixty-five (65) not in excess of twenty-five (25) years, plus five-tenths (0.5) percent of such average final compensation multiplied by the number of years of the employee's creditable service at age sixty-five (65) in excess of twenty-five (25) years; 2) the early retirement penalty factors identified in Appendix F shall apply; 3) Retirement COLA shall be determined as specified in the next paragraph; and 4) there shall be no half COLA or no COLA options available for these employees.

For employees who retire on or after July 1, 2018, the retirement COLA will be determined annually by the BERS Board equal to the CPI-U Northeast Region, with a maximum COLA of 2.75%, except if the funding level of the BERS falls below 70% or its assets fail to meet the anticipated rate of return. If either of these circumstances occurs, the BERS Board can reduce or vote for no COLA for the upcoming year. On a yearly basis no COLA will be provided to employees who retire after July 1, 2018, until they reach age 65, unless the BERS is at least 81% funded.

e. Average Final Compensation - All employees hired after June 7, 2011 (the date of execution of Agreement), will have their Average Final Compensation (AFC) determined on the

basis of their five (5) highest earning years. For employees hired before June 7, 2011 (the date of execution of Agreement), the standard will remain the three (3) highest years except that if an employee has received a pay raise equaling 10% or higher in any year of the employee's last five (5) years of employment, the AFC for such an employee shall be based upon the five (5) highest years of compensation.

f. Actuarial Reduction for Early Retirement - The calculation of the Actuarial Reduction for Early Retirement shall be as follows:

- i) Regardless of hire date, there will be no change in the early retirement calculations for employees aged 60-65. If such qualifying employee was hired before January 2006, that employee will receive a 2% per year reduction for each year under the age of 65. If such qualifying employee was hired after January 2006, that employee will receive the full actuarial reduction as per Appendix G;
- ii) If retirement benefits are commenced within 6 months from the execution date of this Agreement (June 7, 2011) and not later, by an employee hired before January 2006 who is between the age of 55 through 59, such qualifying employee will receive a 2% per year reduction for each year under the age of 65, consistent with current early retirement calculations for such qualifying employees. Effective December 7, 2011 (6 months after the date of execution of this Agreement), if retirement benefits are commenced at age 55 through 59, all such employees, regardless of hire date, will receive the full actuarial reduction as per Appendix G except as provided below in subsection iii.
- iii) If prior to December 7, 2011 (6 months after the execution date of this Agreement), an employee hired before January 2006 has a total of qualifying years of service and age

equal to or greater than 82, then effective as of December 7, 2011, such a qualifying employee may commence receipt of retirement benefits at age 55 through 59 and receive a 4% per year reduction for each year under the age of 65 rather than the full actuarial reduction.

<u>Age</u>	<u>Percent of Penalty</u>
55	40%
56	36%
57	32%
58	28%
59	24%

14.21 Disability Retirement

The processing of disability claims will continue to be in accord with current practice, but this practice is incorporated into this agreement as follows:

As defined by ordinance, a claimant for disability will be obligated to establish through the City Medical examiner that the complainant is unable to perform the functions of the job then assigned. If this medical testimony is accepted by the Retirement Board the employee will qualify for disability retirement for a period of two (2) years. However, within six (6) months of the initial disability determination the employee must file an application with the Social Security Administration for a determination of disability under Social Security standards (able to perform any job in the economy). If no such application is made within six (6) months the individual will be removed from disability unless the application deadline has been extended by the Board for good cause shown. If the application to Social Security is granted, the individual will remain on disability retirement, with the appropriate offset as defined by the Retirement ordinance, until normal retirement age unless medical conditions materially change. Each year on medical disability will then count as a year worked for the City for purposes of calculating a normal

retirement benefit when the age of retirement is reached.

If, on the other hand, the individual is not approved for Social Security disability, the individual will be removed from disability retirement at the end of two (2) years unless the individual has appealed the initial Social Security determination. If an appeal is taken, the individual will remain on disability retirement for an extra six (6) months. Thereafter, the individual is removed. However, if the initial negative Social Security determination is reversed on appeal the individual will be reinstated.

For disability claims filed on or after execution of the Agreement that begins on July, 1 2009, the disability retirement income will be 66 2/3% of base pay.

Notwithstanding the foregoing, an employee who suffers a disability resulting from an off the job activity, will not be eligible for disability retirement unless the employee has been a regular city employee for two years preceding the date of injury. Except for those employees currently receiving disability retirement benefits as of July 1, 2018, an employee on disability retirement because of a non-work-related condition shall cease to accrue service credit towards retirement after two years on disability retirement.

ARTICLE XV

Discipline

15.1 An employee who has completed their probationary period shall not be disciplined, suspended or discharged except for just cause. Such action by the City shall be subject to the Grievance and Arbitration Procedures of this Agreement.

15.2 In the event a suspension or discharge is determined to be without just cause, the employee shall be reinstated in good standing with restoration of seniority rights and pay for the time

lost.

15.3 Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (notice in writing), demotion, and discharge. The measure of punishment shall in all cases be properly and reasonably related to the severity of the offense. If an employer has reason to reprimand an employee, it shall whenever possible be done in a manner that will not embarrass the employee before other employees or the public.

15.4 An employee shall have the right to have a union representative present whenever the employee is to be disciplined in any action which is intended to result in either written documentation thereof, suspension or discharge. The City shall inform an employee of such right prior to taking such disciplinary action.

15.5 No written material concerning an employee's conduct, service, character or personality shall be placed in the employee's personnel or performance evaluation file unless the employee has had an opportunity to read the material. The employee shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed, and does in no way indicate agreement with its contents. The employee shall have the right to answer any material filed and their answer shall be attached to the file copy. The employee shall subsequently have the right to see and/or reproduce any documents they have signed. At the employee's request, a copy of any written reprimand material placed in the employee's personnel file(s) shall be sent to the President of Local 1343.

15.6 Records of disciplinary action resulting in oral reprimands or written reprimands only shall automatically be removed from the employee's personnel and/or performance review files if

after one year from the date of such record entry there has been no other record entry regarding disciplinary action or complaints regarding the employee. Records of disciplinary action resulting in other sanctions shall automatically be removed from the employee's personnel and/or performance review files if after three years from the date of such record entry there has been no other record entry involving disciplinary action or complaints regarding the employee. Upon removal of disciplinary records under this section, said records will be forwarded directly to the employee. Notwithstanding the above, materials relating to a "major offense" shall not be removed from the file. For purposes of this section, a "major offense" shall mean conviction of a crime involving moral turpitude, or either a conviction or an administrative adjudication finding that the employee participated in discriminatory behavior, including sexual harassment, the excessive use of force, the violation of another's civil rights or acts involving dishonesty or theft. This provision is only applicable to events occurring after July 1, 1996.

15.7 The principle of progressive discipline shall typically be used in cases of misconduct; however, there are appropriate times when steps within the progressive discipline process may be skipped due to the severity of the misconduct.

15.8 No Union member shall suffer discipline without just cause because they refused to perform a task, directive, or job duty that carries with it exposure to unreasonable levels of danger to themselves, their co-workers, or the public. If and when a Union member is ordered to perform a task or directive that is outside the mundane and traditional job duties that said worker asserts exposes them to an unreasonable level of danger, the worker asserting this concern shall first contact their Union Steward. The worker shall remain on the worksite during this process. If the Steward reasonably affirms their concern about the danger posed by such potential action, the

Steward shall immediately inform the ranking Manager in the chain of command. If the Manager agrees that the task carries undue danger the task shall not be carried out until such time as the dangers are mitigated. If the Manager does not agree with the Steward's safety concerns, the Union member in question may be ordered to carry out the task. If the Union member still refuses to carry out that order due to safety concerns, the City may seek to impose discipline according to just cause standards. Such immediate disciplinary action may be challenged through the regular Grievance Procedure as the Union sees fit.

ARTICLE XVI

Grievance Procedure

16.1 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 City involving the meaning, interpretation or application of the express provisions of this Agreement, or a claim that the City has taken disciplinary action without just cause.

16.2 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 City Hall is closed. The term "Division Head" as used in this Article shall refer to those individuals having supervisory responsibilities and being specifically designated by their supervising Department Head to act in an administrative capacity in attempting to resolve grievances brought under this Article when grievances involve individuals reporting to the designated Division Head.

16.3 No grievance shall be processed unless it is submitted: (a) 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 (b) 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".

16.4 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 Division Head (where applicable under the definition in Section 16.2) or 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 Division Head (where applicable under the definition in Section 16.2) or 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 Division Head or the Department Head (whichever acted in accordance with previous sentence) shall render a written decision within three (3) business days, and forward a copy of the decision and the grievance to all parties. If it is the Division Head who made the decision, a copy shall also be sent to the Department Head who shall also, 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 also render a written decision within three (3) business days, and forward a copy of the decision to the Human Resources Director.

Either Department Head or grievant may request that the Human Resources Director intervene in an effort to resolve the grievance. In such case, the Human Resources Director 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 Human Resources Director 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 Human Resources Director 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. If the grievance arises in either the Police Department or the Fire Department, the appeal of the grievance will be submitted to the Chair of the Commission of the respective department with copies to the Department Head and the Human Resources Director. All other appeals will be submitted to the Chairperson of the City Council Human Resources Committee (HRC) with copies to the Department Head and the Human Resources Director. A hearing shall be scheduled at which both parties may present their positions on the grievance. The Commission or HRC shall receive from the Human Resources Director 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 Commission or HRC shall render a written decision within seven (7) business days after receipt of the grievance from the employee.

Step 3. If the grievance is not resolved as a result of the written decision of the Commission or the HRC, the Union may proceed to arbitration under Section 16.6. The fees and expenses of the Arbitrator shall be borne equally by the parties. Except as specified in Section 19.2 of this Agreement each party shall bear the expense of its representatives and witnesses.

16.5 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 City's last answer. If the City 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 City and the union representatives involved in each step. 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 City Hall is closed.

16.6 The Union, upon written notice to the City within thirty (30) days following the unsuccessful consideration of the grievance by the Commissioners or the HRC, 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 City 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 not 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.

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

16.8 An aggrieved employee shall be entitled to have a Union representative present to assist them at all stages of the grievance procedure.

ARTICLE XVII

Uniforms and Tools

17.1 All employees who are required to wear a work uniform or protective garment or footwear shall wear the work uniform or protective garment or footwear as determined by the appropriate Department Head while on the job and regularly clean such uniforms at each employee's expense.

17.2 All non-probationary employees shall be credited with a uniform/clothing account in the amount of \$425.00 for each fiscal year of this Agreement, which, for any amount not actually spent on a necessary work uniform or protective garment, shall be prorated for the fiscal year in which an employee is hired or leaves employment. Employees who are required to wear a uniform or protective garment shall receive an additional \$75.00 each fiscal year. In addition, employees for whom safety footwear is necessary (except those for whom the Department already provides footwear of equal or greater quality directly) shall receive an additional \$300 per fiscal year. Employees shall

purchase, on an as-needed basis, uniforms, winter jacket, safety footwear or other work-related apparel approved by the Department Head or their designee.

Employees may designate on their pay report the week during July or August in which they wish to receive in their paycheck the portion of the clothing allowance which will not be used to purchase through the City uniforms, winter jackets, safety footwear or other related apparel. If the employee does not timely make a request for payment as described herein, the City will automatically issue the clothing allowance payment not allocated for uniforms, winter jackets, safety footwear or other related apparel, in the paycheck for the last week of August. Any such sum issued to employees shall be taxed by the City as if it is regular income to the employee.

Where the full amount of an employee's clothing allowance is not applied to the purchase of City uniforms or necessary protective wear, etc., the employee shall ensure that the clothing allowance is used to purchase sufficient uniforms, etc., to be properly clothed at work.

A Department may agree with its employees to provide for uniforms, cleaning allowances, non-uniform clothing purchases or other arrangements different from those set forth herein. Any such arrangement shall be agreed to by and between the Department and the Department Union Steward, and shall be approved by the City and the Union President.

17.2(a) Parking Attendants— Notwithstanding the above, Parking Attendants will receive this benefit on a prorated basis based on the number of hours worked as more fully described in Article XX. Parking Attendants will be required to wear shirts designated by the Department of Public Works and the cost of these shirts will be subtracted from the clothing allowance. Parking Attendants are required to wear closed toe shoes while working.

17.3 An employee whose safety footwear is destroyed through no fault of the employee while the employee is engaged in City work may receive another pair of safety footwear. Employees required by the City to wear safety glasses shall be provided one (1) pair of basic frames and lens from a vendor to be selected by the City.

17.4 The term tool shall include tools, equipment or machines, not including vehicles, fixtures or office equipment, necessary to perform the duties of a job.

The City shall own all tools routinely used in the performance of a job. The use of tools which are not owned by the City shall be only as previously authorized by management.

City owned tools shall not be used for other than official City activities without the prior authorization of management.

All employees shall exercise due care when using City owned tools. Employees are responsible for tools in their possession and under their control. It shall be the responsibility of all employees to be familiar with and abide by all tool policies issued by their particular departments, as authorized below.

The City shall replace tools lost or damaged in the following circumstances:

- a. fire
- b. theft, when properly secured
- c. breakage with normal use
- d. normal wear and tear
- e. as otherwise determined by the Department Head

The employee shall be responsible for tools lost or damaged in the following circumstances:

- a. employee negligence or carelessness
- b. employee abuse, misuse
- c. employee tool policy violation

Each Department shall devise its own tool policy, not inconsistent with the foregoing and

addressing the following issues:

- a. inventory, storage and security
- b. employee access and possession
- c. transfers between or among employees within the Department
- d. lending between or among Departments
- e. lending to outside entities, not part of the City
- f. use of non-City owned tools
- g. other issues as determined appropriate by each Department.

All tool policies devised by Departments shall be agreed to by and between the Department and Department Union Steward, and shall be approved by the City and the Union President.

ARTICLE XVIII

Employee Parking

18.1 The City shall provide to employees working in City Hall and the Ethan Allen Firehouse a Commute Smart Card providing twenty (20) days per month of no cost access to a City parking area either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and five (5) days of bus transportation per month. This Smart Card shall be transferable among eligible employees. Employees shall also be eligible for a guaranteed ride home in emergency situations, as determined by the employee's supervisor.

18.2 The City shall provide to part time Library employees a pro-rated portion of twenty (20) days per month of a Commute Smart Card providing no cost access to a City parking area either within walking distance or accessible by shuttle transportation (to be provided and paid for by the City), and a pro-rated portion five (5) days of bus transportation per month. The pro-ration of these transportation benefits will be based on the number of hours the part-time Library employee is regularly scheduled to work. This Smart Card shall be transferable among eligible employees.

ARTICLE XIX

Union Representatives

19.1 A list of Union Stewards or other representatives shall be furnished to the City immediately after their designation, and the Union shall notify the City of any changes. Grievance Committee persons shall not exceed one (1) from each department or division within public works, plus the President or their designee.

19.2 Union representatives who have been excused from work by their supervisors will be compensated for time spent during their regular straight-time working hours in attending grievance adjustment meetings, negotiation sessions or other authorized City-Union meetings. Permission to attend such meetings shall not be unreasonably withheld. Compensation for attendance at negotiation sessions, shall be limited to the Union President or their designee and up to nine (9) Union stewards.

19.3 Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours.

19.4 Grievance adjustment meetings will be scheduled by the City at a time that is reasonable for both parties and that minimizes or avoids lost working time.

19.5 Up to seven Union stewards and the President, Vice President, Treasurer and Recording Secretary of the Union shall be entitled to two (2) days per year paid leave for the purpose of attending Union-related conferences or workshops. Each such day shall be taken as a whole and may not be divided into hours or partial days or transferred to another person.

19.6 Representatives of the Union shall, upon prior request, be admitted to the premises during working hours provided that such visits are not abused and do not interfere with the performance of duties assigned to the employee. The International Union Representative shall

likewise have access to the premises upon the above conditions provided that the City is given written notice as to the name of such International Representative and is further notified with respect to any change in the individual serving in such capacity.

19.7 Announcements shall be posted in conspicuous places where employees leave or enter the premises. Provided that adequate space is available, each department covered by this Agreement shall allow the Union to place a Union bulletin board on such space. The Union will construct and maintain the Union bulletin board at its own expense. All materials pertinent to the Union may be placed thereon.

19.8 The City shall provide sufficient copies of this Agreement to have at least one for each member of the Union within ninety (90) days of the second party's execution of the Agreement. A copy of the contract shall also be available on the City's website.

19.9 A Union Steward, or designee of the President, will be afforded one hour, on the clock, to meet with all new bargaining unit employees in order to go over the rights and responsibilities of the Collective Bargaining Agreement.

19.10 If as a matter of City policy, non-union management employees receive a better or more generous healthcare, dental, vision, or pension benefit, or aspects of said benefits, all Union members shall be offered said benefits too.

ARTICLE XX

RESERVED

ARTICLE XXI

Final Resolution and Duration of Agreement

21.1 This Agreement represents the final resolution of all matters between the parties

hereto, and supersedes and cancels all prior contractual agreements unless expressly stated to the contrary herein. It shall not be changed or altered unless the change or alteration has been agreed to in writing by the parties.

21.1 A Notwithstanding the provisions of Section 21.1 above, the parties agree that the Memorandum of Agreement (MOA) between them dated March 29, 2012, concerning the Water Plant Operators and Water Plant Mechanics remains in effect after execution of this Agreement until changed or altered by the parties. The parties have agreed that the current grievance concerning the Chief Operator is dropped. The Chief Operator may count as an operator under the MOA during the Chief Operator's regular hours, which are generally between 7:30 am and 4:30 pm Mon. to Fri., but will only fill shifts outside that time if no bargaining unit operator is available.

21.1 B The Union and City agree to meet and discuss the tiering of certain bargaining unit positions before July 1, 2023. If the parties do not come to agreement on how to proceed, each retains all of their rights otherwise guaranteed in this agreement, in state law, and in City ordinance and policy.

21.2 The City and the Union agree to meet no later than March 1 immediately preceding expiration of this agreement for the purpose of a simultaneous exchange of proposals. The parties further agree that no new proposals shall be submitted upon conclusion of the second negotiations session following the initial exchange.

21.3 Written notices referred to in this Agreement shall be delivered to the City Labor Attorney and to the President of the Local Union, respectively, by certified mail, return receipt requested.

21.4 This Agreement shall be effective as of the first day of July, 2022, unless otherwise

noted and shall remain in full force and effect until the 30th day of June, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin as set forth in this article and this Agreement shall remain in full force and be effective during the period of negotiations and until the new Agreement is signed by the parties.

21.5 All direct-deposit employees shall only receive electronic paystubs, detailing information such as employee gross and net wages, deductions, and leave accruals.

ARTICLE XXII

Termination and Legality

22.1 If any provision of this Agreement is subsequently found to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE XXIII

Relationship with other Laws and City Personnel Policy.

23.1 State and Federal Laws – The obligations of the Agreement shall be superseded by the City's obligations under federal laws, including but not limited to, the American's With Disabilities Act of 1990; the Age Discrimination Act of 1967 and 1975; the Civil Rights Act of 1866 and 1871; the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Employment and Re-employment Rights of Members of the Uniformed Services of 1990; and all applicable

Vermont laws, including but not limited to, the Fair Employment Practices Act; all as they may be amended, but only to the extent necessary for the City to be in compliance with such laws. Notwithstanding the above, if the Union has negotiated a benefit into the Agreement, and a state or federal law is enacted or amended which only requires the City to provide a lesser level of benefit, this section shall not be construed to deny the Union the value of the benefit negotiated into the Agreement.

23.2 To the extent that this Agreement addresses issues that are also addressed by the City's Personnel Policy, the language of this Agreement shall control and the City's Personnel Policy shall not be looked to for the purpose of supplementing or diminishing any provision of the Agreement.

23.3 It is understood and agreed that the City made changes to its Personnel Policy effective January 1, 2009, the City gave notice to AFSCME of those changes, and the parties bargained regarding those changes as appropriate. AFSCME accepts those changes as stated in the City Personnel Policy effective January 1, 2009 except as stated below in section 24.4. In particular, but not by way of limitation, AFSCME accepts and agrees to the disciplinary procedures outlined in the City's Domestic Violence Policy, Drug Free Workplace Policy, Prohibition of Illegal Drugs and Alcohol at Work and Testing of Employee and the Drug and Alcohol Testing Policy and Procedures for Employees Holding Commercial Drivers Licenses.

23.4 AFSCME and the City agreed that the following additional provisions would be applicable to AFSCME employees under the Personnel Policy's Drug and Alcohol Testing Policy and Procedures for Employees Holding Commercial Drivers Licenses.

DRUGS

Consequences of a Positive Drug Test

If an employee's test result is positive, the employee may request that the remainder of the split test be analyzed. If this second analysis result is negative, the City shall pay for second analysis. If this second analyses result is positive, the employee shall pay for second analysis. If the employee must pay for the second analyst, the City has the right to withhold the cost of the second analysis from the employee's paycheck.

23.5 Driver's Licenses/Motor Vehicle Records

The City shall confirm at its convenience, but at least once per year, that employees required to have valid driver's licenses per their job description do in fact possess them. Additionally, employees convicted of driving while intoxicated/under the influence of intoxicants (DWI), reckless endangerment, careless and negligent operation, and/or who received 10 or more points on their license at a single time or had their licenses suspended for related offenses are prohibited from driving a City vehicle or their own vehicle on City business unless explicitly authorized by the City for a period of three years from the qualifying incident(s). This provision will only be prospectively applied for all employees employed as of July 1, 2022, and any past issues of this nature will not be the subject of discipline or the loss of driving privileges in the course of employment.

When requested by the City, employees shall complete an authorization form to allow the City's insurance provider to receive information concerning motor vehicle reports and driver's license statuses for bargaining unit employees. The City, in accordance with the Fair Credit Reporting Act, will not receive any information the insurer obtains from the authorization form concerning the motor vehicle reports of bargaining unit members, including but not limited to accidents, past citations, and driver's license suspensions.

The City's insurer will transmit to the City the names of employees who have valid driver's licenses and motor vehicle records not containing any of the above enumerated issues, as well as the

names of employees who do not possess a valid driver's license and/or who have motor vehicle records issues as described above.

The City shall immediately address situations in which employees cannot meet the above standards. The City will immediately ensure that employees without valid driver's licenses or with the above-described motor vehicle records issues are barred from operating motor vehicles in the course of their employment. The City will engage the employee and the Union about how to address the employee's inability to perform the essential functions of their job due to the inability to operate a motor vehicle, examine and discuss alternative accommodations, and the City may pursue potential discipline consistent with this collective bargaining agreement. This section shall not apply to Commercial Driver's Licenses required by an employee's job description.

23.6 Global Position System Utilization

1. The City may use Automatic Vehicle Location, telematics, and Global Position System (GPS) and any evolution of these technologies for operational and programmatic purposes on certain City vehicles.
2. Monitoring of employees will be limited to legitimate operational/business purposes.
3. City will provide notice to affected employees of automatic vehicle location systems in their City vehicles. Employees will acknowledge receipt of this notice in writing.
4. The City will provide forty-five (45) days' notice to AFSCME of its intent to utilize any new technology, not identified above, that may impact terms and conditions of employment. AFSCME may, during this forty-five (45) day period, request to engage in bargaining over the impact of the City's decision.
5. Data from electronic monitoring systems may only be utilized as part of a disciplinary investigation into potential misconduct and/or to discipline employees pertaining to the

performance of their job duties if a complaint brings an employee's conduct into question. Management may not proactively monitor the GPS locations of employees for disciplinary purposes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of July 2022, by their duly authorized representatives.

In the presence of:

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor

Witness

In the presence of:

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
Local 1343

Witness

By: _____
Ron Jacobs, Local President

Witness

By: _____

By: _____

By: _____

By: _____