

AGREEMENT

Between

CITY OF BURLINGTON

and

LOCAL 1343 OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

Effective Dates

July 1, 2014 – June 30, 2018



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This AGREEMENT is made and entered into this — day of October, 2015 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 and Recreation, Public Works, Library and Airport, as well as the City Clerk/Treasurer's Office, the Assessor, the Community Economic Development Office, and the Recycling Program, all "civilian" employees of the Police Department and building custodians in City Hall and the Auditorium. 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 Attendants who work more than twenty (20) hours a week shall also be covered by this Agreement. Parking Attendants who work less than twenty (20) hours per week, work in a position that does not have a fixed termination date, and are employed for more than ninety (90) days shall be only be covered by this Agreement for limited purposes as more fully described herein.

## ARTICLE II

### Non-Discrimination

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

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. Notwithstanding the above, all employees covered by this Agreement who fail voluntarily to acquire or maintain membership in the Union shall be required as a condition of employment, beginning on the 91st day following the beginning of such employment, to pay to the Union a service charge in an amount not to exceed the Union's regular dues as a contribution toward the negotiation and administration of this Agreement and the representation of such employees. The City shall automatically deduct this amount from the employee's pay commencing on the second payday following completion of the probationary period. 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.

### 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.

## ARTICLE V

### Seniority

5.1 Seniority shall be defined as an employee's length of continuous full-time or part-time service since his/her 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 his/her 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 s/he 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 his/her 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 his/her 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 his/her last held position, if warranted by his/her seniority.

5.5 For purposes of layoff, an employee who is transferred from part-time to full-time status does not take his/her part-time seniority with him/her. For purposes of vacation selection, departmental seniority shall be controlling, provided that, when transferring an employee, the Department Head or his/her 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 permanent employee status. Any permanent 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 permanently 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 his/her employment, and remains so until he/she has 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 permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Permanent employees shall acquire seniority credit, and their seniority shall be retroactive to the date of initial employment, less any adjustments.

6.4 Any permanent employee who becomes a special probationary employee remains so until he/she has successfully completed a required special probationary period of three (3) months

or has 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 she/he can completely and satisfactorily perform the job within the special probationary period, the City shall return the employee to his/her 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 her/his 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 her/his 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 his/her previous job under this section, another employee who had moved into the position is displaced, the displaced employee shall return to her/his 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 his/her 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 Dispatcher 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 permanent employee who moves into the position of Public Safety Dispatcher shall complete a special probationary period of six months.

## ARTICLE VII

### Filling of Vacancies

7.1 For the purposes of this Article, a permanent 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 permanent 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 Union job 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 Union member bids for a posted position, he or she shall complete and file at the personnel 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 three (3) weeks of the date he or she commences work in the new position, elect, in writing to return to the position previously held.

## 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 Personnel 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 Personnel 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 she/he is 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 Personnel 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 she/he is to be laid off will have the right to displace a less senior employee in a position for which she/he is 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 his/her 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 her/his desire to transfer into an existing or anticipated vacancy, or of her/his 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 her/his desire to transfer into any other existing or anticipated vacancy or vacancies or of her/his 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 she/he 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 his/her 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 her/his 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 him/her 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 she/he is 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, she/he shall have the right to return to the job classification she/he 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 his/her 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, she/he 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 he/she asserts that a Department has permanently assigned to his/her 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 believe 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 who 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 his/her 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 he/she 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 deny 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 his/her 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 his or her 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 his or her 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 his/her 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 his or her 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 his/her 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 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 1<sup>st</sup>. 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 1<sup>st</sup>. Employees who become eligible for any of the five (5) categories of longevity payments (excluding 10 through 14 years) 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, 2014 through June 30, 2018, shall be as set forth in Appendix C to this Agreement. Retroactive to July 1, 2014, covered employees who are employed on the execution date of this Agreement shall receive an increase of 1% to their previous year's base pay for the period of July 1, 2014, to June 30, 2015.

Retroactive to July 1, 2015, covered employees who are employed on the execution date of this Agreement shall receive an increase of 1.5% to their previous year's base pay for the period of July 1, 2015, to June 30, 2016;

Effective July 1, 2016, then-current employees shall receive an increase of 2.5% to their previous year's base pay for the period of July 1, 2016, to June 30, 2017.

Effective July 1, 2017, then-current employees shall receive an increase of 2.75% to their previous year's base pay for the period of July 1, 2017, to June 30, 2018.

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 his/her 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. An employee may be assigned to work in a lower-rated classification at the same rate of pay s/he receives in his/her regular classification. When an employee is assigned to a lower classification, if s/he may not work in said lower classification if s/he is replaced in his/her own classification by a lower classified employee.

9.6 An employee who is placed by his/her superintendent, assistant superintendent or foreman in charge of a work crew consisting of two (2) or more employees, including employees hired on a seasonal basis, shall be regarded as a group leader and shall receive compensation at a rate of ten (10%) percent in excess of his 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.

Whenever an employee is directed by the employee's supervisor to work in a classification higher than his/her 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.

An employee may be assigned to work in a lower-rated classification at the same rate of pay s/he receives in his/her regular classification. When an employee is assigned to a lower classification, s/he may not work in said lower classification if s/he is replaced in his/her own classification by a lower classified employee.

9.7 Effective July 1, 2014, 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 \$.80 (eighty cents) per hour in addition to their base pay for all such hours and effective July 1, 2015, \$1.10 (one dollar and ten cents) per hour.

## 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, Equipment Maintenance Division, and construction crew of the Water 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 Attendants and Parking Operations Shift Leaders: The nature of the work of Parking Attendants and Parking Operations Shift Leaders 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 the work of Parking Attendants and Parking Operations Shift Leaders. Accordingly, the following provisions will apply to Parking Attendant and Parking Operations Shift Leaders employees notwithstanding any other provisions of this Article or the Agreement:

- i) The City will schedule Parking Attendants and Parking Operations Shift Leaders to a regular work week consisting of shifts scheduled Friday through Thursday and schedule Parking Attendants and Parking Operations Shift Leaders 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;
- iii) The City's parking facilities shall be considered as one work site. The City may direct Parking Attendants and/or Parking Operations Shift Leaders to work in any City parking facility once an employee is on-site for his/her assigned shift. In an emergency or an unanticipated circumstance, the City may direct a Parking Attendant and or Parking Operations Shift Leaders to work at another site prior to their arrival at their scheduled site. Employees shall be compensated for travel time between parking facilities during a shift; and

- iv) Meal Breaks – Parking Attendants and Parking Operations Shift Leaders shall not have a specified meal break period but may eat on site during work. Consequently, Parking Attendants and Parking Operations Shift Leaders shifts shall be scheduled without consideration of the usual one half-hour unpaid meal break and will be paid for all scheduled hours. Other breaks will be provided consistent with the current Agreement. The City can direct other employees, supervisors or other managers to cover the work of Parking Attendants and Parking Operations Shift Leaders while they take other breaks provided for by the Agreement.

10.3 Overtime and Compensatory Time.

- a. Overtime: Available overtime work shall be equitably distributed and voluntary as far as is reasonably practical among permanent employees in the job classification in which the overtime work is to be performed.

Permanent 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 his or her 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. Parking Attendants and Head Cashiers Special Rule: Parking Attendants and Parking Operations Shift Leaders shall be paid overtime for the hours worked in a workday that meet both of the following conditions: the hours exceed eight (8) hours in one workday and exceed the hours the Parking Attendant is regularly scheduled to work on that particular day.

e. Compensatory Time: Employees entitled to overtime may, with the approval of the Department Head or his 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 permanent 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 \$1.30 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 \$1.45 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 4:00 p.m.) differential shall be paid at the rate of \$1.25 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 Call-In

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. All employees who are on call shall receive \$30.00 on call pay for each day or portion thereof during which the employee is placed on call. 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 \$30.00 (over and above the regular \$30.00 on call pay, for a total of \$60.00) in the event that the employee is placed on call during any part of a holiday (actual or observed) except that only one such additional \$30.00 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 his/her regular shift, he/she will be allowed to return at the commencement of his/her regular shift. An employee who has been called in before his/her 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 Payments: Any employee called to work outside his/her regularly scheduled shift shall be paid time and one-half for such work, but in no case shall the payment for such call-back 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. An employee who is called by telephone by his/her 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 Distribution 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 Distribution 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, storekeeper, and heavy equipment operator. 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 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. Meter Analysts: Commencing July 1, 1994, one Meter Analyst position will be on-call for the entire week. Weekly duty shall be voluntary and shall be rotated among 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 Meter Analysts who have not volunteered to participate in the rotation.

h. Airport Electrician: The airport electrician may be required to make himself available to be called in to work to perform his duties at times when he is not scheduled to work.

i. Call-In After Alcohol Consumption. Employees who are called in to work outside of their regular or scheduled call in hours who acknowledge that they have consumed alcohol and decline to report for duty for that reason shall not be subject to an alcohol test or disciplinary action. However, if an employee has already been placed on call or is already on a scheduled call in, and he/she is called in and have consumed alcohol, he/she is directed to report that alcohol consumption and understands that he/she 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.

#### 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 Drivers 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  
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 his/her 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 insure

minimum staffing is available to carry out necessary functions. Employees who are scheduled to work on 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. Employees who work (whether scheduled or called in) on the observed holiday shall be entitled to additional holiday pay for the day the holiday is observed, unless the employee also works (whether scheduled or called in) on the actual holiday, in which case he/she shall be entitled to additional holiday pay for the actual holiday, not the observed holiday. Additional holiday pay as referenced in this section shall be at the rate of one and one-half times 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.

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 .....	Six and two-thirds (6 2/3)
Sixty (60) months .....	
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 his/her 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 his/her annual vacation leave, except that an employee with less

than two (2) years of employment shall be allowed to accumulate his/her 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 his/her 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 his/her 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 Personnel 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 his/her Department Head or designee to take vacation leave on a day at a time basis consistent with the procedure set forth in paragraph 13.29.

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 City and the Union have agreed to a new sick leave plan for employees. 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 his/her regular duties. Sick leave shall not be considered a benefit that an employee may use at his/her discretion, but shall be used only in case of actual sickness.

Sick leave shall also be granted to allow an employee to care for a sick or disabled member of his/her immediate family. Immediate family includes: spouse, domestic partner, parents, siblings, children, 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. Sick leave may also be utilized for doctor's appointments not able to be scheduled outside of working hours. 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 on account of accident or sickness must:

- i) Inform his/her immediate supervisor or Department Head of such fact at the first reasonable opportunity, or as defined by Department Directives;
- ii) If the employee is convalescing at home, he/she must report to his/her immediate supervisor either in person, by telephone or letter at least once per week. If the employee is away from his/her 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 his/her regularly scheduled workweek (excluding advance pay, military leave, disciplinary action and legislative service) shall have his/her 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 his/her 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 his/her designee, in order to determine sick leave eligibility, may require:

- i) a certificate of disability from his/her physician (specifying the expected length of the sick leave and/or any work restrictions or light-duty assignments upon return to work) in order to be eligible for benefit for that particular absence (unless otherwise noted, a certificate of disability from a physician 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 his/her designee upon a

determination that the employee's condition is not sufficiently serious to justify sick leave.

d. Wellness Bonus

Beginning January 1, 2016, 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/Know Your Numbers campaign 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 his/her 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 his or her vested sick leave bank to 1) supplement pay when using short term disability as more fully described below; 2) if he/she exhausts their active sick leave; and 3) if he/she 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 his/her 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 permanent 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. 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 his/her active sick leave bank for FY01.

#### 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, his/her estate) shall receive an amount equal to his/her salary at the time of his/her 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 his/her salary at the time of his/her

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 his/her active sick leave bank for FY01. A permanent 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 permanent employee who dies while employed in active service with the City or who terminates employment shall (in the case of death his 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 30<sup>th</sup>. If the employee has more than three hundred sixty (360) hours of accrued vacation on June 30<sup>th</sup>, 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 his/her 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.

#### Family Medical Leave

13.9 For the purposes of the Family Medical Leave Act ("FMLA") and the Parental Family Leave Act ("PFLA") the twelve (12) month period shall be set from July 1 to June 30. Effective July 1, 2011, for the purposes of the Family Medical Leave Act ("FMLA") and the Parental Family Leave Act ("PFLA"), the twelve (12) month period shall be on a rolling forward basis and an approved leave shall begin on the first day of the absence. If an employee suffers an

on-the-job injury which also qualifies as a serious health condition under the FMLA and the PFLA, the City may run the FMLA/PFLA leave simultaneously with the workers' compensation leave/work related disability leave. See Section 13.24, Military Leave for FMLA leave provisions related to military service.

#### Injury Leave

13.10 An employee injured on the job, however slightly, must report the fact immediately to his/her supervisor. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an, accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties. An employee shall be entitled to compensation for such leave pursuant to the provisions of Paragraph 14.12 herein. In the case of such injuries causing absences of three (3) days or less, the employee will receive injury leave, not to be charged against sick time.

#### 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 his/her family and to relieve him/her 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 his/her work for the required period necessary to perform this duty.

13.18 The employee shall endorse over to the City the compensation which s/he receives 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

s/he is dismissed.

#### Maternity/Paternity leave

13.19 Maternity leave shall be treated as a temporary disability. Employees who are unable to work as certified by a medical doctor because of pregnancy, miscarriage, abortion, childbirth or recovery therefrom or adoption shall be granted a maternity leave without pay during the period of disability if sick leave or vacation has been exhausted or if the employee has elected not to use accrued sick leave or vacation.

13.20 An employee may elect to use accrued sick leave in an amount not to exceed twenty (20) days for paternity leave as a result of a spouse's pregnancy, miscarriage, abortion, adoption or childbirth.

13.21 Parental Leave – An employee may take parental leave as provided for by the federal leave act and regulations (“Family and Medical Leave Act) and the state leave act (“Parental and Family Leave Act”).

#### Leave Without Pay

13.22 Upon affirmative recommendation of the Department Head and approval of the Personnel 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 Personnel 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 permanent employee who has completed the probationary period shall be entitled to military leave without pay as herein provided: 13.24 Any permanent 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 his 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 his/her temporary replacement.

## ARTICLE XIV

### Employee Benefits

14.1 The benefits described below are provided to permanent, 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, 2014 through June 30, 2018, the City will make available to all eligible employees health benefits consistent with the terms, conditions and limitations as specified in APPENDIX B, except that beginning effective January 1, 2016, the following changes will take effect:

- The copay for office visits will increase from \$10 to \$15;

- The copay for prescriptions will increase from \$10 to \$15;

-A copay of \$100 for each emergency room visit will be added;

-No Medicomp benefits will be offered.

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:

For fiscal year 2015, no change: contributions remain at 3.61%

For fiscal year 2016, retroactive to July 1, 2015, the total employee contribution will be 16% of the amount budgeted by the city for the total cost of health insurance for the fiscal year ("the City's total Health Fund Budget (Fund 150)"), which is equivalent to 4.16% of each employee's wages.

For fiscal year 2017, 16.5% of the total cost of health insurance, which is currently estimated to be approximately 4.41% of wages.

For fiscal year 2018, 17% of the total cost of health insurance, which is currently estimated to be approximately 4.65% of wages.

Notwithstanding the above, during the term of this contract, the individual employee contribution shall not exceed 5% of wages. In addition, if at the end of each fiscal year, the total contractual contribution made by all employees exceeds the percentage set for that fiscal year (16% for FY16, 16.5% for FY17, 17% for FY18), the overage will be credited to the total employee contribution in the following fiscal year, thus reducing the percentage of wages required from employees that next fiscal year.

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 his or her 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 his or her 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. 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, he/she must have the initial doctor's visit with a City-appointed doctor. If the employee wishes to use his/her 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 his/her probationary period is encouraged to pursue educational courses and seminars during other than working hours

which are designed to upgrade or improve his/her 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 his/her 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 his/her 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 – Effective July 1, 2014, employees' contribution to their retirement,

based on a percentage of the employees' base pay, shall be three percent (3%). Effective retroactive to July 1, 2015, for all employees employed at the time of execution of this contract, employees' contribution to their retirement shall be 3.4% of their base pay. Effective July 1, 2016, for all employees employed at the time of execution of this contract, the contribution shall be 3.8% of base pay. Effective July 1, 2017, for all then-current employees, the contribution shall be 4.2% of base pay.

b. Triggers -

i) Notwithstanding subsection a. above, if the City's Actuarially Determined Employer Contribution (ADEC) exceeds \$9 million for fiscal year 2017, the employee contribution for FY17 will increase by the percentage required to make up the amount over \$9 million, except that the contribution will not increase by more than 1% (that is, to a maximum of 4.8%).

(A) The required percentage increase will be determined by calculating the amount over \$9 million attributable to Class B employees.

(B) This increased contribution will continue only until the end of the fiscal year, at which time the employee contribution would reset to 4.2% for the following fiscal year (as agreed above).

(C) If the 1% additional contribution is not sufficient to cover the overage attributable to Class B employees, in addition the City shall have the right to re-open this Agreement by providing written notice to the Union no later than thirty (30) days following the receipt of the ADEC. If the City elects to re-open, all economic issues in the Agreement shall be re-opened.

ii) Notwithstanding subsection a. above, if the City's Actuarially Determined Employer Contribution (ADEC) exceeds \$9 million for fiscal year 2018, the employee contribution for FY18 will increase by the percentage required to make up the amount over \$9 million, except that the contribution will not increase by more than 2% (that is, to a maximum of 6.2%).

(A) The required percentage increase will be determined by calculating the amount over \$9 million attributable to Class B employees.

(B) This increased contribution will continue only until the end of the fiscal year, at which time the employee contribution would reset to 4.2%.

(C) If the 2% additional contribution is not sufficient to cover the overage attributable to Class B employees, in addition the City shall have the right to re-open this Agreement by providing written notice to the Union no later than thirty (30) days following the receipt of the ADEC. If the City elects to re-open, all economic issues in the Agreement shall be re-opened.

c. 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.

d. 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.

e. 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 with a maximum cap of 2.75%. Employees hired on or after January 1, 2006 will have retirement system benefits based on the following. For employees retiring at age sixty-five (65) or thereafter, one and four-tenths (1.4) percent of his average final compensation multiplied by his 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 his creditable service at age sixty-five (65) in excess of twenty-five (25) years; 2) the early retirement penalty factors identified in Appendix G shall apply; 3) COLA will equal the CPI-U with a maximum of 2.75%; and 4) there shall be no half COLA or no COLA options available for these employees.

f. 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.

g. 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%

#### 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 he/she 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, he/she 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.

## ARTICLE XV

### Discipline

15.1 An employee who has completed his/her 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) 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 s/he has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that s/he has 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 his/her answer shall be attached to the file copy. The employee shall subsequently have the right to see and/or reproduce any documents s/he has 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.

## 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 his/her representative shall present his/her grievance to his/her immediate supervisor. If the immediate supervisor cannot make solution satisfactory to both parties within one business day, the employee shall resume his/her regular duties. If the dispute involves the employee's workload or schedule, s/he 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 s/he 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 him/her 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 shall wear the work uniform or protective garment 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. Employees may purchase, on an as-need basis, uniforms, winter jacket, safety footwear or other work related apparel approved by the Department Head or his 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 sums 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, etc., the employees 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 and Head Cashiers – Notwithstanding the above, Parking Attendants and Head Cashiers will receive this benefit on a prorated basis based on the number of hours worked as more fully described in Article XX. Parking Attendants and Head Cashiers 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 and Head Cashiers 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 he/she 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 his/her 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 his/her 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 one (1) day 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.

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 Copies of this Agreement shall be printed at the expense of the City and the City will provide copies of the Agreement to all employees as herein defined who are members of the

bargaining unit within ninety (90) days of the second party's execution of the Agreement.

## ARTICLE XX

### Parking Attendants and Parking Operations Shift Leaders

20.1 Wages and Benefits – Parking Attendants: There are two categories of Parking Attendants according to the number of the Parking Attendant's scheduled hours. Parking Attendants will be hired into one of the two categories and reviewed annually on their anniversary date. As used herein, "benefits" refers to all forms of compensation other than wages as defined by the Willis Plan, including, but not limited to, insurances, leaves and holidays.

- a. Parking Attendants who are regularly scheduled for 20 hours or more per week of work, not counting seasonal or overtime work, in a position that does not have a fixed termination date and are employed for more than 90 days shall:
  - i) Have full representation by AFSCME.
  - ii) Receive full benefits if work 35 hours or more per week and prorated benefits if work 20-34 hours per week.
  - iii) Have his/her level of benefits set at date of hire and reset as needed.
  - iv) Receive the City's retirement benefits if work 1200 or more hours per year.
  - v) Beginning on July 1, 2000, be compensated under the Willis Plan at grade 6 at step 1.
- b. Parking Attendants who are scheduled for less than 20 hours per week of work in a position that does not have a fixed termination date and are employed for more than 90 days shall:
  - i) Be considered limited part-time employees consistent with the terms of the City's Personnel Policy.

- ii) Be represented by AFSCME for pay rate increases, grievances.
- iii) Receive no benefits.
- iv) Beginning on July 1, 2000, be compensated under the Willis Plan at grade 6 at step 1.
- v) Not receive any future step movement. The only future increase these Parking Attendants shall receive will be COLA increases as negotiated by AFSCME in the future.

20.2 Wages and Benefits – Parking Operations Shift Leaders: As used herein, “benefits” refers to all forms of compensation other than wages as defined by the Willis Plan, including, but not limited to, insurances, leaves and holidays. Parking Operations Shift Leaders who are regularly scheduled for 20 hours or more per week of work, not counting seasonal or overtime work, in a position that does not have a fixed termination date and are employed for more than 90 days shall:

- a. Have full representation by AFSCME.
- b. Receive full benefits if work 35 hours or more per week and prorated benefits if work 20-34 hours per week.
- c. Have his/her level of benefits set at date of hire and reset as needed.
- d. Receive the City’s retirement benefits if work 1200 or more hours per year.

20.3 Seniority for Parking Attendants and Parking Operations Shift Leaders: those employees working 20 or more hours a week will accrue seniority for the purposes of steps on the salary schedule. Beginning July 1, 2000, those Parking Attendants and Parking Operations Shift Leaders who have been continuously working twenty (20) or more hours a week for the City immediately preceding July 1, 1999, will annually receive one (1) step for every two (2) years of Parking Attendant or Parking Operations Shift Leaders service respectively, prior to July

1, 1999. Effective January 1, 2003, the Parking Attendants identified in Appendix E who have not yet received all of their step credit for years worked prior to July 1, 1999 shall have the step credit accelerated to January 1, 2003. As of January 2, 2003, all prior service shall have been fully credited and the annual additional step for service prior to July 1, 1999 is terminated. The annual recognition of one (1) step for every two (2) years of prior service shall end once all years of prior service have been recognized. For all other purposes, the seniority of Parking Attendants and Parking Operations Shift Leaders will begin as of his/her date of hire by the City. Employees working less than twenty (20) hours a week will not accrue seniority for any purpose, including, but not limited to, salary steps.

20.4 The City commits to those individual Parking Attendants and Parking Operations Shift Leaders employed by the City on July 1, 1999, (see Appendix E attached hereto) that once the individual Parking Attendant and/or Parking Operations Shift Leader is consistently scheduled for 40 hours of work per week, not including seasonal or overtime work, the City will not reduce that individual's hours below 35 hours per week, except that the City reserves all of its lay-off rights under the Agreement existing as of July 1, 1999.

20.5 The City will offer individual Parking Attendants who are working at least fifteen (15) hours a week as of the date of the execution of this Agreement, April 3, 2006, a minimum of twenty (20) hours and as much as twenty-four (24) hours a week. Such employees must accept such additional hours in order to be qualify for benefits.

## 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. Notwithstanding this provision, the parties agree that the Memorandum of Agreement 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.

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, 2014, unless otherwise noted and shall remain in full force and effect until the 30th day of June, 2018. 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.

## 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 to that 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

##### B. 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.

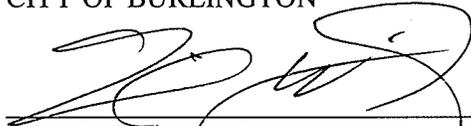
If the employee must pay for the second analyst, the City has the right to withhold the cost of the second analysis from the employee's paycheck.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this  
30<sup>th</sup> day of October, 2015, by their duly authorized representatives.

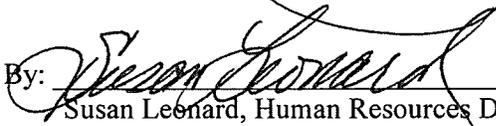
In the presence of:

CITY OF BURLINGTON

Edm Blackwood  
Witness

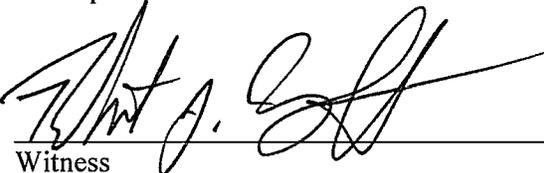
By:   
Miro Weinberger, Mayor

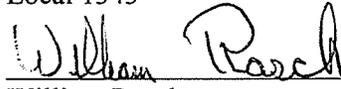
Ben J  
Witness

By:   
Susan Leonard, Human Resources Director

In the presence of:

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

  
Witness

By:   
William Rasch

Susan H Glennon  
Witness

  
Witness

**APPENDIX A  
LIST OF COVERED POSITIONS**

**Department Description**

**Job Title**

AIRPORT  
AIRPORT  
AIRPORT  
AIRPORT  
AIRPORT  
AIRPORT  
AIRPORT  
AIRPORT  
AIRPORT

EQUIPMENT MAINTENANCE TECH  
EQUIPMENT MAINTENANCE FOREMAN  
AIRPORT MAINTENANCE WORKER I  
AIRPORT MAINTENANCE WORKER II  
AIRPORT OPERATIONS SPECIALIST  
ELECTRICAL FOREMAN  
ELECTRICIAN I  
FOREPERSON  
WORKING FOREMAN

CITY ASSESSOR

ASSOCIATE ASSESSOR

CLERK/TREASURER  
CLERK/TREASURER  
CLERK/TREASURER  
CLERK/TREASURER  
CLERK/TREASURER  
CLERK/TREASURER  
CLERK/TREASURER

ACCOUNTING ASSISTANT  
CUSTOMER SERVICE SUPERVISOR  
CUSTOMER SERVICE ASSOCIATE C/T  
FINANCIAL ASSISTANT ACCOUNTING  
FINANCIAL ASSISTANT PAYROLL  
JUNIOR ACCOUNTANT  
LICENSING, VOTING &

RECORDS COORDINATOR

CLERK/TREASURE

TAXI LICENSING & ASSISTANT LICENSING, VOTING & RECORDS  
CLERK

CODE ENFORCEMENT  
CODE ENFORCEMENT

CODE ENFORCEMENT INSPECTOR  
CODE ENFORCEMENT ADMIN ASSISTANT

FIRE DEPT

OFFICE ASSISTANT II FIRE

FLETCHER FREE LIBRARY  
FLETCHER FREE LIBRARY  
FLETCHER FREE LIBRARY  
FLETCHER FREE LIBRARY

ACQUISITIONS SUPERVISOR  
CIRCULATION CHIEF  
COMPUTER LAB ASST/REF AID  
LIBRARIAN

FLETCHER FREE LIBRARY  
FLETCHER FREE LIBRARY  
FLETCHER FREE LIBRARY  
FLETCHER FREE LIBRARY

LIBRARY ASST I  
LIBRARY TECH ASST  
PAGE  
YOUTH SRVC CLERK

PARKS AND RECREATION  
PARKS AND RECREATION

ADMINISTRATIVE SECRETARY PARKS  
ARBORIST TECHNICIAN  
ARENA MAINTENANCE WORKER  
ASSISTANT SUPERINTENDENT CEMETERY  
BIKE PATH MAINTENANCE SPECIALIST  
BUILDINGS AND EVENTS MAINTENANCE SPECIALIST  
CEMETERY MAINTENANCE WORKER  
CUSTODIAN I

PARKS AND RECREATION  
PARKS AND RECREATION

EVENT PLANNER  
FACILITIES COORDINATOR  
FACILITIES MAINTENANCE SPECIALIST  
OFFICE ASSISTANT II CEMETERY  
OFFICE ASSISTANT II MILLER  
PARKS ADMINISTRATIVE ASSOCIATE  
PARKS BUILDINGS MAINTENANCE WORKER  
PARKS GROUNDS MAINTENANCE SPECIALIST  
PARKS GROUNDS MAINTENANCE WORKER  
PARK MAINTENANCE SPECIALIST LEDDY  
RECREATION SERVICES REPRESENTATIVE  
RECREATION SPECIALIST  
SITE COORDINATOR  
WORKING FOREMAN TREES AND GREENWAYS  
WORKING FOREMAN BUILDINGS  
WORKIGN FOREMAN GROUNDS

PLANNING AND ZONING

DEPT SECRETARY

POLICE DEPT  
POLICE DEPT  
POLICE DEPT  
POLICE DEPT  
POLICE DEPT  
POLICE DEPT

COMMUNITY SERVICE OFFICER  
EMERGENCY COM SPEC II / COM COORD  
EMERGENCY COMM SPEC I  
EMERGENCY COMM SPEC II  
FIRE / POLICE ACCOUNTANT  
INVENTORY CONTROL SPEC





## APPENDIX B

### HEALTH INSURANCE PLAN DESCRIPTION

The Health Benefit Package consists of the following Employee Group Health Plan: I

City of Burlington Group Health Plan; this is the same Plan offered to City employees in FY15 with the following amendments:

1. In-Network Office Visits: Employees shall make a \$15.00 co-pay for each office visit (to include out-patient mental health, and substance abuse counseling, urgent care & allergy injections). Chiropractic services shall be treated as an office visit subject to the \$15.00 co-pay and shall be subject to pre-approval by the Third Party Administrator after twelve visits.
2. All Other In-Network Services: For all other covered services, the Single Person deductible shall be \$200.00 with a \$600.00 out of pocket maximum. The Family deductible shall be \$400.00 with a \$1,200.00 out of pocket maximum.
3. The Prescription Drug Program will include a \$15.00 co-pay for generic, and a \$15.00 co-pay for brand.
4. Out of Network Services: All out-of-network provider services shall be subject to deductible and coinsurance. For out-of-network provider services, the Single Person deductible shall be \$500.00 with a \$1,500.00 out of pocket maximum and the Family deductible shall be \$1,000.00 with a \$2,000.00 out-of-pocket maximum.
5. There will now be a co-payment of \$100 for visits to the emergency room in addition to the employee paying 80% after meeting the \$200 deductible.
6. See Plan for further details pertaining to services covered, percent of coverage, etc.



Appendix C

TABLE 32 for FY 15

AFSCME  
With 1.0 Increase from FY14

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
6	28025.9688	28545.7641	29065.3193	29585.3546	30105.1499	30625.1853	31144.9806	31404.7582	31664.7758	31924.7935	32184.5711	32460.1947	32704.3664	32964.3841	33224.4018
	538.9609	548.9484	558.9452	568.9419	578.9452	588.9459	598.9419	603.9377	608.9380	613.9383	618.9341	624.2345	628.9301	633.9305	638.9308
	13.4740	13.7239	13.9737	14.2237	14.4736	14.7236	14.9735	15.0984	15.2234	15.3485	15.4734	15.6059	15.7233	15.8483	15.9733
7	29018.2616	29557.9844	30097.4670	30637.1898	31176.6725	31716.8754	32256.5982	32526.2195	32796.0808	33065.7021	33335.8036	33605.6650	33875.2863	34145.1477	34415.0090
	568.0435	568.4228	578.7974	588.1767	599.5514	609.9399	620.3192	625.5042	630.6939	635.8789	641.0731	646.2628	651.4478	656.6375	661.8271
	13.9511	14.2106	14.4699	14.7294	14.9888	15.2485	15.5080	15.6376	15.7673	15.8970	16.0268	16.1566	16.2862	16.4159	16.5457
8	30101.3085	30662.6394	31224.2103	31785.0610	32346.6320	32907.7228	33469.2938	33749.9592	34030.6246	34311.2901	34591.9555	34872.3809	35153.5265	35433.9518	35714.6173
	578.8713	589.6861	600.4656	611.2512	622.0506	632.8408	643.6403	649.0377	654.4351	659.8325	665.2299	670.8227	676.0294	681.4222	686.8196
	14.4718	14.7417	15.0116	15.2813	15.5513	15.8210	16.0910	16.2259	16.3609	16.4958	16.6307	16.7656	16.9007	17.0356	17.1705
9	31274.3892	31859.0088	32444.1066	33028.7282	33613.5880	34198.4477	34783.3074	35075.4972	35368.1671	35660.5970	35953.0268	36245.2166	36537.6465	36830.3164	37122.2661
	601.4306	612.6732	623.9252	635.1679	646.4152	657.6625	668.9098	674.5288	680.1571	685.7807	691.4044	697.0234	702.6470	708.2753	713.8897
	15.0358	15.3168	15.5981	15.8792	16.1604	16.4416	16.7227	16.8632	17.0039	17.1445	17.2851	17.4256	17.5662	17.7069	17.8472
10	32628.0177	33239.7675	33851.9975	34463.7474	35075.4972	35687.4871	36299.2369	36605.3519	36911.4669	37217.3418	37523.2167	37829.0916	38134.9666	38441.0816	38746.9565
	627.4619	639.2263	651.0000	662.7644	674.5288	686.2978	698.0622	703.9491	709.8359	715.7181	721.6003	727.4825	733.3647	739.2516	745.1338
	15.6865	15.9807	16.2750	16.5691	16.8632	17.1574	17.4516	17.5987	17.7459	17.8930	18.0400	18.1871	18.3341	18.4813	18.6283
11	34162.1941	34804.9155	35447.6370	36089.8783	36732.5997	37375.0811	38017.8025	38339.0432	38660.2839	38981.5246	39302.7653	39624.2460	39945.4867	40266.9675	40587.9681
	656.9853	669.3253	681.6853	694.0361	706.3961	718.7516	731.1116	737.2893	743.4670	749.6447	755.8224	762.0047	768.1824	774.3648	780.5378
	16.4241	16.7331	17.0421	17.3509	17.6599	17.9688	18.2778	18.4322	18.5867	18.7411	18.8956	19.0501	19.2046	19.3591	19.5134
12	35876.9183	36553.9726	37230.5468	37907.8412	38584.4154	39333.4968	39938.2840	40281.6130	40615.0983	40953.3854	41291.9126	41633.3208	41968.7268	42307.2540	42645.7812
	689.9407	702.9610	715.9721	728.9869	742.0080	756.4134	768.0439	774.6464	781.0596	787.5651	794.0752	800.6408	807.0909	813.6010	820.1112
	17.2485	17.5740	17.8993	18.2249	18.5502	18.9103	19.2011	19.3662	19.5265	19.6891	19.8519	20.0160	20.1773	20.3400	20.5028
13	37772.4304	38486.6987	39201.6873	39916.6759	40631.1843	41346.1729	42061.1616	42418.4158	42775.4299	43132.9242	43490.1784	43847.6727	44205.1670	44562.6613	44919.6754
	726.3929	740.1288	753.8786	767.6284	781.3689	795.1187	808.8685	815.7388	822.6044	829.4793	836.3496	843.2245	850.0994	856.9743	863.8399
	18.1598	18.5032	18.8470	19.1907	19.5342	19.8780	20.2217	20.3935	20.5651	20.7370	20.9087	21.0806	21.2525	21.4244	21.5960
14	39938.7642	40696.9691	41454.6937	42213.1386	42971.1034	43729.3082	44487.2730	44866.3754	45245.4778	45624.5803	46003.4426	46382.3049	46761.6474	47140.5098	47519.6122
	768.0632	782.6340	797.2056	811.7911	826.3674	840.9482	855.5245	862.8149	870.1053	877.3958	884.6816	891.9674	899.2625	906.5483	913.8387
	19.2013	19.5659	19.9301	20.2948	20.6592	21.0237	21.3881	21.5704	21.7526	21.9349	22.1170	22.2992	22.4816	22.6637	22.8460

TABLE 32 for FY 15

AFSCME  
With 1.0 Increase from FY14

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
15	42374.7193	43181.6625	43988.3656	44795.3087	45601.7717	46408.7148	47215.4179	47619.0095	48022.3611	48425.9527	48829.7844	49232.6557	49636.0073	50039.5989	50442.9504
	814.8984	830.4166	845.9301	861.4482	876.9571	892.4753	907.9888	915.7502	923.5069	931.2693	939.0343	946.7818	954.5386	962.3000	970.0567
	20.3725	20.7604	21.1483	21.5362	21.9239	22.3119	22.6997	22.8938	23.0877	23.2817	23.4759	23.6695	23.8635	24.0575	24.2514
16	45082.4566	45942.9399	46804.1434	47664.8668	48526.0703	49387.0337	50247.7571	50878.4789	51108.9606	51538.4424	51969.9241	52400.4058	52830.8875	53261.3692	53691.8510
	866.9703	883.5181	900.0797	916.6321	933.1937	949.7506	966.3030	974.5861	982.8646	991.1431	999.4216	1007.7001	1015.9786	1024.2571	1032.5356
	21.6743	22.0880	22.5020	22.9158	23.3298	23.7438	24.1576	24.3647	24.5716	24.7786	24.9855	25.1925	25.3995	25.6064	25.8134
17	48060.5354	48960.8011	49901.5470	50822.0528	51743.7591	52597.0397	53563.3302	54043.8232	54504.0761	54964.3290	55424.5819	55884.8348	56345.0877	56805.3406	57265.8336



Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
18	924.2411	941.9385	959.6451	977.3472	995.0723	1011.4815	1030.4487	1039.3043	1048.1553	1057.0063	1065.8573	1074.7084	1083.5594	1092.4104	1101.2660
	23.1060	23.5485	23.9911	24.4337	24.8768	25.2870	25.7612	25.9826	26.2039	26.4252	26.6464	26.8677	27.0890	27.3103	27.5317
18	51399.4698	52386.9608	53374.2116	54361.4625	55348.7134	56336.2044	57323.4553	57817.0807	58310.7062	58804.3316	59297.9571	59791.5825	60285.2080	60778.8334	61272.6989
	988.4513	1007.4416	1026.4271	1045.4127	1064.3983	1083.3885	1102.3741	1111.8669	1121.3597	1130.8525	1140.3453	1149.8381	1159.3309	1168.8237	1178.3211
	24.7113	25.1860	25.6607	26.1353	26.6100	27.0847	27.5594	27.9697	28.3800	28.7913	29.2026	29.6139	30.0252	30.4365	30.8478
19	55679.5577	56752.0406	57825.2438	58898.2069	59970.9299	61043.8930	62116.6160	62553.2176	63189.8192	63726.1807	64262.7823	64798.9037	65335.2652	65871.6267	66408.4684
	1070.7607	1091.3854	1112.0239	1132.6578	1153.2871	1173.9210	1194.5503	1204.8696	1215.1888	1225.5035	1235.8227	1246.1328	1256.4474	1266.7573	1277.0659
	26.7690	27.2846	27.8006	28.3164	28.8322	29.3480	29.8638	30.1217	30.3797	30.6376	30.8956	31.1533	31.4112	31.6693	31.9271
20	60392.7694	61559.8468	62726.9253	63894.4839	65061.5623	66228.6408	67395.9593	67979.3785	68562.7977	69146.6971	69730.1162	70313.5354	70897.4348	71480.8540	72064.2731
	1161.3994	1183.8432	1206.2870	1228.7401	1251.1839	1273.6277	1296.0761	1307.2957	1318.5153	1329.7442	1340.9638	1352.1834	1363.4122	1374.6318	1385.8514
	29.0350	29.5961	30.1572	30.7185	31.2796	31.8407	32.4019	32.6824	32.9629	33.2436	33.5241	33.8046	34.0853	34.3658	34.6463
21	63588.6090	64819.5514	66050.7340	67281.6764	68512.6188	69744.0415	70974.9839	71590.5752	72206.1664	72821.7577	73437.1089	74052.7001	74668.2914	75283.8827	75899.2338
	1222.8579	1246.5298	1270.2064	1293.8784	1317.5504	1341.2316	1364.9035	1376.7418	1388.5801	1400.4184	1412.2521	1424.0904	1435.9287	1447.7670	1459.6007
	30.5714	31.1632	31.7552	32.3470	32.9388	33.5308	34.1226	34.4185	34.7145	35.0105	35.3063	35.6023	35.8982	36.1942	36.4900
22	65450.9866	66719.3852	67987.5416	69255.9381	70524.3346	71792.7311	73060.6474	73694.9657	74329.2841	74963.6024	75597.8806	76231.7588	76866.0771	77500.1553	78134.2335
	1258.6729	1283.0651	1307.4527	1331.8450	1356.2372	1380.6294	1405.0125	1417.2109	1429.4093	1441.6077	1453.8015	1465.9954	1478.1938	1490.3876	1502.5814
	31.4668	32.0766	32.6863	33.2961	33.9059	34.5157	35.1253	35.4303	35.7352	36.0402	36.3450	36.6499	36.9548	37.2597	37.5645
23	67528.9693	68843.7032	70153.6353	71507.9841	72773.4996	74083.4317	75394.0841	76049.0501	76704.0182	77358.9822	78013.9483	78668.9144	79323.8804	79978.8465	80636.2134
	1298.6340	1323.9174	1349.1084	1375.1535	1399.4904	1424.8814	1449.8862	1462.4817	1475.0772	1487.6727	1500.2682	1512.8637	1525.4592	1538.0547	1550.6502
	32.4659	33.0979	33.7277	34.3788	34.9873	35.6170	36.2472	36.5620	36.8769	37.1918	37.5067	37.8216	38.1365	38.4514	38.7674
24	69870.3289	71227.3187	72583.8283	73940.8181	75297.3277	76654.0774	78010.5870	78689.3220	79367.5768	80045.8316	80724.3265	81402.3413	82081.0762	82759.5711	83437.5859
	1343.6602	1369.7561	1395.8429	1421.9388	1448.0255	1474.1169	1500.2036	1513.2562	1526.2996	1539.3429	1552.3909	1565.4296	1578.4822	1591.5302	1604.5690
	33.5915	34.2439	34.8961	35.5485	36.2006	36.8529	37.5051	37.8514	38.1575	38.4836	38.8098	39.1357	39.4621	39.7883	40.1142
25	72490.1931	73899.2825	75371.2755	76717.4512	78126.5506	79535.6400	80944.9694	81649.3941	82354.0588	83058.4834	83763.1482	84467.8129	85172.2375	85876.9023	86581.3269
	1394.0422	1421.1400	1449.4476	1475.3358	1502.4337	1529.5315	1556.6340	1570.1807	1583.7319	1597.2785	1610.8298	1624.3810	1637.9276	1651.4789	1665.0255
	34.8511	35.5285	36.2362	36.8834	37.5608	38.2383	38.9159	39.2545	39.5933	39.9320	40.2707	40.6095	40.9482	41.2870	41.6256

TABLE 32 for FY 15  
AFSCME  
With 1.0 Increase from FY14

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26	75425.2958	76893.2073	78360.6386	79828.7901	81296.7016	82764.3729	84232.2844	84966.2401	85699.9558	86433.9115	87167.8673	87901.8230	88635.7787	89369.4944	90103.4501
	1450.4865	1478.7155	1506.9354	1535.1690	1563.3981	1591.6226	1619.8516	1633.9662	1648.0761	1662.1906	1676.3051	1690.4197	1704.5342	1718.6441	1732.7587
	36.2622	36.9679	37.6734	38.3792	39.0850	39.7906	40.4963	40.8492	41.2019	41.5548	41.9076	42.2605	42.6134	42.9661	43.3190
27	78708.0491	80241.7452	81775.2013	83308.6574	84842.3536	86375.5696	87909.0257	88675.8738	89442.7219	90209.3299	90976.1780	91742.8100	92509.3940	93276.2420	94042.8500
	1513.6163	1543.1105	1572.6000	1602.0896	1631.5837	1661.0686	1690.5582	1705.3053	1720.0523	1734.7948	1749.5419	1764.2848	1779.0268	1793.7739	1808.5163
	37.8404	38.5778	39.3150	40.0522	40.7896	41.5267	42.2640	42.6326	43.0013	43.3699	43.7385	44.1071	44.4757	44.8443	45.2129
28	82370.1448	83976.8284	85583.5120	87190.4357	88797.3594	90403.8029	92010.4865	92814.0684	93595.3219	94420.7520	95224.0938	96027.4356	96830.5373	97634.1192	98441.7826
	1584.0412	1614.9390	1645.8368	1676.7391	1707.6415	1738.5347	1769.4324	1784.8859	1799.9100	1815.7837	1831.2326	1846.6815	1862.1257	1877.5792	1893.1112
	39.6010	40.3735	41.1459	41.9185	42.6910	43.4634	44.2358	44.6221	44.9978	45.3946	45.7808	46.1670	46.5531	46.9395	47.3278
30	89972.1208	91731.0215	93489.6822	95248.5830	96795.0040	98765.9044	100524.8052	101404.0155	102283.4659	103162.8762	104042.2865	104921.5770	105800.7873	106680.4778	107569.7681
	1730.2331	1764.0561	1797.8785	1831.7035	1861.4424	1899.3443	1933.1693	1950.0772	1966.9897	1983.8976	2000.8147	2017.7226	2034.6305	2051.5476	2068.4555
	43.2558	44.1015	44.9470	45.7926	46.5361	47.4836	48.3292	48.7519	49.1747	49.5974	50.0204	50.4431	50.8658	51.2887	51.7114



TABLE 32 for FY 16

AFSCME  
With 1.5 Increase from FY15

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
6	28446.3583	28973.9505	29501.1299	30029.1350	30556.7272	31084.5631	31612.1553	31875.8295	32139.7475	32403.8654	32667.3397	32947.0976	33194.9319	33456.8498	33722.7678
	547.0454	557.1914	567.3327	577.4834	587.6294	597.7801	607.9261	612.9967	618.0721	623.1474	628.2181	633.5980	638.3641	643.4394	648.5148
	13.6761	13.9298	14.1833	14.4371	14.6907	14.9445	15.1982	15.3249	15.4518	15.5787	15.7055	15.8400	15.9591	16.0860	16.2129
7	29453.5355	30001.3541	30548.9290	31096.7476	31644.3225	32192.6285	32740.4471	33014.1128	33288.0221	33561.6877	33835.8407	34109.7500	34383.4156	34657.3249	34931.2342
	566.4141	576.9491	587.4794	598.0144	608.5447	619.0890	629.6240	634.8868	640.1543	645.4171	650.6892	655.9567	661.2195	666.4870	671.7545
	14.1604	14.4237	14.6870	14.9504	15.2136	15.4772	15.7406	15.8722	16.0039	16.1354	16.2672	16.3989	16.5305	16.6622	16.7939
8	30552.8281	31122.5789	31692.5735	32261.8369	32831.8315	33401.3386	33971.3332	34256.2086	34541.0840	34825.9594	35110.8349	35395.4666	35680.8294	35965.4611	36250.3365
	587.5544	598.5111	609.4726	620.4199	631.3814	642.3334	653.2949	658.7732	664.2516	669.7300	675.2084	680.6820	686.1698	691.6435	697.1219
	14.6889	14.9628	15.2368	15.5105	15.7845	16.0583	16.3324	16.4693	16.6063	16.7432	16.8802	17.0171	17.1542	17.2911	17.4280
9	31743.5050	32336.8939	32930.7702	33524.1592	34117.7918	34711.4244	35305.0570	35601.6296	35898.6896	36195.5059	36492.3222	36788.8949	37085.7112	37382.7712	37679.1001
	610.4520	621.8633	633.2840	644.6954	656.1114	667.5274	678.9434	684.6467	690.3594	696.0674	701.7754	707.4787	713.1868	718.8994	724.5981
	15.2613	15.5466	15.8321	16.1174	16.4028	16.6882	16.9736	17.1162	17.2590	17.4017	17.5444	17.6870	17.8297	17.9725	18.1150
10	33117.4380	33738.3640	34359.7775	34980.7036	35601.6296	36222.7994	36843.7255	37154.4322	37465.1389	37775.6020	38086.0650	38396.5280	38706.9911	39017.6978	39328.1608
	636.8738	648.8147	660.7650	672.7058	684.6467	696.5923	708.5332	714.5083	720.4834	726.4539	732.4243	738.3948	744.3652	750.3403	756.3108
	15.9218	16.2204	16.5191	16.8176	17.1162	17.4148	17.7133	17.8627	18.0121	18.1613	18.3106	18.4599	18.6091	18.7585	18.9078
11	34674.6270	35326.9693	35979.3515	36631.2264	37283.5887	37935.7073	38588.0696	38914.1289	39240.1882	39566.2475	39892.3068	40218.6097	40544.6690	40870.9720	41196.7876
	666.8197	679.3652	691.9106	704.4467	716.9921	729.5328	742.0783	748.3486	754.6190	760.8894	767.1597	773.4348	779.7052	785.9802	792.2459
	16.6705	16.9841	17.2978	17.6112	17.9248	18.2383	18.5520	18.7087	18.8655	19.0222	19.1790	19.3359	19.4926	19.6495	19.8061
12	36415.0720	37102.2822	37789.0050	38476.4588	39163.1816	39850.4993	40537.3583	40885.8372	41224.3248	41567.6862	41911.2912	42257.8206	42598.2577	42941.8628	43285.4679
	700.2888	713.5054	726.7116	739.9319	753.1381	767.7996	779.5846	786.2861	792.7755	799.3786	805.9864	812.6504	819.1973	825.8051	832.4128
	17.5072	17.8376	18.1678	18.4983	18.8285	19.1490	19.4891	19.6567	19.8194	19.9845	20.1497	20.3163	20.4799	20.6451	20.8103
13	38339.0168	39063.9992	39789.7126	40515.4260	41240.6521	41966.3655	42692.0790	43054.6920	43417.0613	43779.9181	44142.5311	44505.3878	44868.2445	45231.1012	45593.4706
	737.2888	751.2308	765.1868	779.1428	793.0895	807.0455	821.0015	827.9748	834.9435	841.9215	848.8948	855.8728	862.8509	869.8289	876.7975
	18.4322	18.7808	19.1297	19.4786	19.8272	20.1761	20.5250	20.6994	20.8736	21.0480	21.2224	21.3968	21.5713	21.7457	21.9199
14	40537.8457	41307.4236	42076.5141	42846.3357	43615.6699	44385.2479	45154.5821	45539.3710	45924.1600	46308.9490	46693.4942	47078.0395	47463.0721	47847.6174	48232.4064
	779.5740	794.3735	809.1637	823.9680	838.7629	853.5625	868.3573	875.7571	883.1569	890.5567	897.9518	905.3469	912.7514	920.1465	927.5463
	19.4883	19.8593	20.2291	20.5992	20.9691	21.3391	21.7089	21.8939	22.0789	22.2639	22.4488	22.6337	22.8188	23.0037	23.1887
15	43010.3401	43829.3874	44648.1910	45467.2363	46285.7983	47104.8456	47923.6492	48333.2947	48742.6965	49152.3420	49562.2312	49971.1456	50380.5474	50790.1929	51199.5947
	827.1219	842.8728	858.6191	874.3700	890.1115	905.8624	921.6086	929.4864	937.3595	945.2373	953.1198	960.9836	968.8567	976.7345	984.6076
	20.6780	21.0718	21.4655	21.8592	22.2528	22.6466	23.0402	23.2372	23.4340	23.6309	23.8280	24.0246	24.2214	24.4184	24.6152
16	45758.6934	46632.0840	47506.2055	48379.8398	49253.9613	50127.8392	51001.4735	51438.6561	51875.5950	52312.5340	52749.4729	53186.4119	53623.3508	54060.2898	54497.2287
	879.9749	896.7708	913.5809	930.3815	947.1916	963.9869	980.7976	989.2049	997.6076	1006.0103	1014.4129	1022.8156	1031.2183	1039.6210	1048.0236
	21.9994	22.4193	22.8395	23.2595	23.6798	24.0999	24.5199	24.7301	24.9402	25.1503	25.3603	25.5704	25.7805	25.9905	26.2006

TABLE 32 for FY 16

AFSCME  
With 1.5 Increase from FY15

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
6	28446.3583	28973.9505	29501.1299	30029.1350	30556.7272	31084.5631	31612.1553	31875.8295	32139.7475	32403.8654	32667.3397	32947.0976	33194.9319	33456.8498	33722.7678
	547.0454	557.1914	567.3327	577.4834	587.6294	597.7801	607.9261	612.9967	618.0721	623.1474	628.2181	633.5980	638.3641	643.4394	648.5148
	13.6761	13.9298	14.1833	14.4371	14.6907	14.9445	15.1982	15.3249	15.4518	15.5787	15.7055	15.8400	15.9591	16.0860	16.2129
7	29453.5355	30001.3541	30548.9290	31096.7476	31644.3225	32192.6285	32740.4471	33014.1128	33288.0221	33561.6877	33835.8407	34109.7500	34383.4156	34657.3249	34931.2342
	566.4141	576.9491	587.4794	598.0144	608.5447	619.0890	629.6240	634.8868	640.1543	645.4171	650.6892	655.9567	661.2195	666.4870	671.7545
	14.1604	14.4237	14.6870	14.9504	15.2136	15.4772	15.7406	15.8722	16.0039	16.1354	16.2672	16.3989	16.5305	16.6622	16.7939
8	30552.8281	31122.5789	31692.5735	32261.8369	32831.8315	33401.3386	33971.3332	34256.2086	34541.0840	34825.9594	35110.8349	35395.4666	35680.8294	35965.4611	36250.3365
	587.5544	598.5111	609.4726	620.4199	631.3814	642.3334	653.2949	658.7732	664.2516	669.7300	675.2084	680.6820	686.1698	691.6435	697.1219
	14.6889	14.9628	15.2368	15.5105	15.7845	16.0583	16.3324	16.4693	16.6063	16.7432	16.8802	17.0171	17.1542	17.2911	17.4280
9	31743.5050	32336.8939	32930.7702	33524.1592	34117.7918	34711.4244	35305.0570	35601.6296	35898.6896	36195.5059	36492.3222	36788.8949	37085.7112	37382.7712	37679.1001
	610.4520	621.8633	633.2840	644.6954	656.1114	667.5274	678.9434	684.6467	690.3594	696.0674	701.7754	707.4787	713.1868	718.8994	724.5981
	15.2613	15.5466	15.8321	16.1174	16.4028	16.6882	16.9736	17.1162	17.2590	17.4017	17.5444	17.6870	17.8297	17.9725	18.1150
10	33117.4380	33738.3640	34359.7775	34980.7036	35601.6296	36222.7994	36843.7255	37154.4322	37465.1389	37775.6020	38086.0650	38396.5280	38706.9911	39017.6978	39328.1608
	636.8738	648.8147	660.7650	672.7058	684.6467	696.5923	708.5332	714.5083	720.4834	726.4539	732.4243	738.3948	744.3652	750.3403	756.3108
	15.9218	16.2204	16.5191	16.8176	17.1162	17.4148	17.7133	17.8627	18.0121	18.1613	18.3106	18.4599	18.6091	18.7585	18.9078
11	34674.6270	35326.9693	35979.3515	36631.2264	37283.5887	37935.7073	38588.0696	38914.1289	39240.1882	39566.2475	39892.3068	40218.6097	40544.6690	40870.9720	41196.7876
	666.8197	679.3652	691.9106	704.4467	716.9921	729.5328	742.0783	748.3486	754.6190	760.8894	767.1597	773.4348	779.7052	785.9802	792.2459
	16.6705	16.9841	17.2978	17.6112	17.9248	18.2383	18.5520	18.7087	18.8655	19.0222	19.1790	19.3359	19.4926	19.6495	19.8061
12	36415.0720	37102.2822	37789.0050	38476.4588	39163.1816	39850.4993	40537.3583	40885.8372	41224.3248	41567.6862	41911.2912	42257.8206			



Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
17	48781.4434	49715.5131	50650.0702	51584.3836	52519.9155	53385.9953	54387.0802	54854.4805	55321.6373	55788.7940	56255.9507	56723.1074	57190.2641	57657.4208	58124.8212
	938.1047	956.0676	974.0398	992.0074	1009.9984	1026.6538	1045.9054	1054.8939	1063.8776	1072.8614	1081.8452	1090.8290	1099.8128	1108.7966	1117.7850
	23.4526	23.9017	24.3510	24.8002	25.2500	25.6663	26.1476	26.3723	26.5969	26.8215	27.0461	27.2707	27.4953	27.7199	27.9446
18	52170.4618	53172.7652	54174.8248	55176.8845	56178.9441	57181.2475	58183.3071	58684.3370	59185.3668	59686.3966	60187.4264	60688.4563	61189.4861	61690.5159	62191.7894
	1003.2781	1022.5532	1041.8236	1061.0939	1080.3643	1099.6394	1118.9098	1128.5449	1138.1801	1147.8153	1157.4505	1167.0857	1176.7209	1186.3561	1195.9960
	25.0820	25.5638	26.0456	26.5273	27.0091	27.4910	27.9727	28.2136	28.4545	28.6954	28.9363	29.1771	29.4180	29.6589	29.8999
19	56514.7511	57603.3212	58692.6225	59781.6800	60870.4938	61959.5514	63048.3652	63593.0158	64137.6665	64682.0734	65226.7240	65770.8872	66315.2942	66860.1885	67404.5954
	1086.8221	1107.7562	1128.7043	1149.6477	1170.5864	1191.5298	1212.4686	1222.9426	1233.4167	1243.8860	1254.3601	1264.8248	1275.2941	1285.7729	1296.2422
	27.1706	27.6939	28.2176	28.7412	29.2647	29.7882	30.3117	30.5736	30.8354	31.0972	31.3590	31.6206	31.8824	32.1443	32.4061
20	61298.6599	62483.2445	63667.8292	64852.9012	66037.4858	67222.0704	68406.8987	68999.0692	69591.2397	70183.8975	70776.0680	71368.2384	71960.8963	72553.0668	73145.2372
	1178.8204	1201.6009	1224.3813	1247.1712	1269.9516	1292.7321	1315.5173	1326.9052	1338.2931	1349.6803	1361.0782	1372.4661	1383.8634	1395.2513	1406.6392
	29.4705	30.0400	30.6095	31.1793	31.7488	32.3183	32.8879	33.1726	33.4573	33.7423	34.0270	34.3117	34.5966	34.8813	35.1660
21	64542.4381	65791.8447	67041.4950	68290.9015	69540.3081	70790.2021	72039.6087	72664.4338	73289.2589	73914.0841	74538.6655	75163.4906	75788.3158	76413.1409	77037.7224
	1241.2007	1265.2278	1289.2595	1313.2866	1337.3136	1361.3500	1385.3771	1397.3930	1409.4088	1421.4247	1433.4359	1445.4517	1457.4676	1469.4835	1481.4947
	31.0300	31.6307	32.2315	32.8322	33.4328	34.0338	34.6344	34.9348	35.2352	35.5356	35.8359	36.1363	36.4367	36.7371	37.0374
22	66432.7535	67720.1759	69007.3547	70294.7772	71582.1996	72869.6221	74156.5572	74800.3902	75444.2233	76088.0564	76731.8458	77375.2352	78019.0682	78662.6576	79306.2470
	1277.5530	1302.3111	1327.0645	1351.8226	1376.5808	1401.3389	1426.0876	1438.4690	1450.8504	1463.2319	1475.6086	1487.9853	1500.3667	1512.7434	1525.1201
	31.9388	32.5578	33.1766	33.7956	34.4145	35.0335	35.6522	35.9617	36.2713	36.5808	36.8902	37.1996	37.5092	37.8186	38.1280
23	68541.9038	69876.3588	71205.9399	72580.6039	73865.1021	75194.6832	76524.9953	77189.7859	77854.5764	78519.3670	79184.1575	79848.9481	80513.7386	81178.5292	81848.7566
	1318.1135	1343.7761	1369.3450	1395.7808	1420.4827	1446.0516	1471.6345	1484.4105	1497.2034	1509.9878	1522.7723	1535.5567	1548.3411	1561.1256	1573.9669
	32.9528	33.5944	34.2336	34.8945	35.5121	36.1513	36.7909	37.1100	37.4301	37.7497	38.0693	38.3889	38.7085	39.0281	39.3489
24	70918.3838	72295.7285	73672.5857	75049.9304	76426.7876	77803.8886	79180.7458	79869.6619	80558.0905	81246.5191	81935.1914	82623.3764	83312.2924	84000.9647	84689.1496
	1363.8151	1390.3025	1416.7805	1443.2679	1469.7459	1496.2286	1522.7067	1535.9550	1549.1940	1562.4331	1575.6768	1588.9111	1602.1595	1615.4032	1628.6375
	34.0954	34.7576	35.4195	36.0817	36.7436	37.4057	38.0677	38.3989	38.7299	39.0608	39.3919	39.7228	40.0540	40.3851	40.7159
25	73577.5460	75007.7717	76501.8446	77868.2232	79298.4489	80728.6746	82159.1440	82874.1350	83589.3697	84304.3607	85019.5954	85734.8301	86449.8211	87165.0558	87880.0468
	1414.9528	1442.4571	1471.1893	1497.4658	1524.9702	1552.4745	1579.9835	1593.7334	1607.4879	1621.2377	1634.9922	1648.7467	1662.4966	1676.2511	1690.0009
	35.3738	36.0614	36.7797	37.4366	38.1243	38.8119	39.4996	39.8433	40.1872	40.5309	40.8748	41.2187	41.5624	41.9063	42.2500

TABLE 32 for FY 16

AFSCME  
With 1.5 Increase from FY15

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
26	76556.6752	78046.6054	79536.0481	81026.2220	82516.1521	84005.8385	85495.7687	86240.7337	86985.4551	87730.4202	88475.3853	89220.3503	89965.3154	90710.0368	91455.0018
	1472.2438	1500.8963	1529.5394	1558.1966	1586.8491	1615.4969	1644.1494	1668.4756	1672.7972	1687.1235	1701.4497	1715.7760	1730.1022	1744.4238	1758.7500
	36.8061	37.5224	38.2385	38.9549	39.6712	40.3874	41.1037	41.4619	41.8199	42.1781	42.5362	42.8944	43.2526	43.6106	43.9688
27	79888.6698	81445.3714	83001.8294	84558.2873	86114.9889	87671.2031	89227.6611	90006.0119	90784.3627	91562.4698	92340.8206	93118.9521	93897.0349	94675.3857	95453.4928
	1536.3206	1586.2571	1596.1890	1626.1209	1656.0575	1685.9847	1715.9166	1730.8848	1745.8531	1760.8167	1775.7850	1790.7491	1805.7122	1820.6805	1835.6441
	38.4080	39.1564	39.9047	40.6530	41.4014	42.1496	42.8979	43.2721	43.6463	44.0204	44.3946	44.7687	45.1428	45.5170	45.8911
28	83605.6970	85236.4809	86867.2647	88498.2923	90129.3198	91759.8600	93390.6438	94206.6438	94999.2518	95837.0533	96652.4552	97467.8472	98282.9954	99098.6310	99918.4094
	1607.8019	1639.1631	1670.5243	1701.8902	1733.2562	1764.6127	1795.9739	1811.6592	1826.9087	1843.0204	1858.7011	1874.3817	1890.0576	1905.7429	1921.5079
	40.1950	40.9791	41.7631	42.5473	43.3314	44.1153	44.8993	45.2915	45.6727	46.0545	46.4363	46.8181	47.2000	47.5818	47.9636
30	91321.7026	93106.9869	94892.0275	96677.3118	98246.9290	99821.1163	102032.6773	102925.0757	103817.7179	104710.1163	105602.5147	106494.9131	107387.3115	108280.6849	109173.0483
	1756.1866	1790.5190	1824.8467	1859.1791	1889.3640	1927.8345	1962.1669	1979.3284	1996.4946	2013.6561	2030.8270	2047.9885	2065.1500	2082.3209	2099.4824
	43.9047	44.7630	45.6212	46.4795	47.2341	48.1959	49.0542	49.4832	49.9124	50.3414	50.7707	51.1997	51.6287	52.0580	52.4871



AFSCME  
With 2.5 Increase from FY16  
TABLE 32 for FY 17

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
6	29157.5173	29698.2993	30238.8315	30779.8633	31320.6453	31861.6771	32402.4591	32672.7253	32943.2412	33213.7571	33484.0232	33770.7750	34024.8052	34295.3211	34565.8370
	560.7215	571.1211	581.5160	591.9204	602.3201	612.7246	623.1242	628.3216	633.5239	638.7261	643.9235	649.4380	654.3232	659.5254	664.7276
	14.0180	14.2780	14.5379	14.7980	15.0580	15.3181	15.5781	15.7080	15.8381	15.9682	16.0981	16.2359	16.3681	16.4881	16.6182
7	30189.8739	30751.3880	31312.6523	31874.1663	32435.4306	32997.4443	33558.9583	33839.4556	34120.2226	34400.7299	34681.7367	34962.4937	35243.0010	35523.7580	35804.5150
	580.5745	591.3728	602.1664	612.9647	623.7583	634.5562	645.3546	650.7590	656.1581	661.5525	666.9565	672.3556	677.7500	683.1492	688.5484
	14.5144	14.7843	15.0542	15.3241	15.5940	15.8642	16.1341	16.2690	16.4040	16.5388	16.6739	16.8089	16.9438	17.0787	17.2137
8	31316.6488	31900.6434	32484.8878	33068.3829	33652.6273	34236.3721	34820.6165	35112.6138	35404.6111	35696.6084	35988.6057	36280.3532	36572.8501	36864.5976	37156.5950
	602.2432	613.4739	624.7094	635.9304	647.1659	658.3918	669.6272	675.2426	680.8579	686.4732	692.0886	697.6991	703.3240	708.9346	714.5499
	15.0561	15.3368	15.6177	15.8983	16.1791	16.4598	16.7407	16.8811	17.0214	17.1618	17.3022	17.4425	17.5831	17.7234	17.8637
9	32537.0926	33145.3163	33754.0395	34362.2631	34970.7366	35579.2100	36187.6834	36491.6704	36796.1569	37100.3936	37404.6303	37708.6172	38012.8540	38317.3405	38621.0776
	625.7133	637.4099	649.1161	660.8128	672.5142	684.2156	695.9170	701.7629	707.6184	713.4691	719.3198	725.1657	731.0164	736.8719	742.7130
	15.6428	15.9352	16.2279	16.5203	16.8129	17.1054	17.3979	17.5441	17.6905	17.8367	17.9830	18.1291	18.2754	18.4218	18.5678
10	33945.3739	34581.8231	35218.7719	35855.2212	36491.6704	37128.3694	37764.8186	38083.2930	38401.7674	38719.9920	39038.2166	39356.4412	39674.6658	39993.1402	40311.3648
	652.7957	665.0351	677.2841	689.5235	701.7629	714.0071	726.2465	732.3710	738.4955	744.6152	750.7349	756.8546	762.9743	769.0989	775.2186
	16.3199	16.6259	16.9321	17.2381	17.5441	17.8502	18.1562	18.3093	18.4624	18.6154	18.7684	18.9214	19.0744	19.2275	19.3805
11	35541.4926	36210.1640	36878.8353	37547.0071	38215.6784	38884.1000	39552.7713	39886.9821	40221.1929	40555.4036	40889.6144	41224.0750	41558.2858	41892.7463	42226.7073
	683.4902	696.3493	709.2084	722.0578	734.9169	747.7712	760.6302	767.0573	773.4845	779.9116	786.3387	792.7707	799.1978	805.6297	812.0521
	17.0873	17.4087	17.7302	18.0514	18.3729	18.6943	19.0158	19.1764	19.3371	19.4978	19.6585	19.8193	19.9799	20.1407	20.3013
12	37325.4488	38029.8393	38733.7301	39438.3703	40142.2612	40921.5868	41550.7922	41907.9831	42254.9329	42606.8783	42959.0735	43314.2661	43663.2142	44015.4094	44367.6046
	717.7971	731.3431	744.8794	758.4302	771.9666	786.9536	799.0537	805.9228	812.5949	819.3630	826.1360	832.9667	839.6772	846.4502	853.2232
	17.9449	18.2836	18.6220	18.9608	19.2992	19.6738	19.9763	20.1481	20.3149	20.4841	20.6534	20.8242	20.9919	21.1613	21.3306
13	39297.4922	40040.5992	40784.4554	41528.3117	42271.6684	43015.5247	43759.3809	44131.0593	44502.4879	44874.4160	45246.0944	45618.0225	45989.9506	46361.8788	46733.3073
	755.7210	770.0115	784.3165	798.6214	812.9167	827.2216	841.5266	848.6742	855.8171	862.9695	870.1172	877.2697	884.4221	891.5746	898.7174
	18.8930	19.2503	19.6079	19.9655	20.3229	20.6805	21.0382	21.2169	21.3954	21.5742	21.7529	21.9317	22.1106	22.2894	22.4679
14	41551.2918	42340.1092	43128.4270	43917.4941	44706.0617	45494.8791	46283.4466	46677.8553	47072.2640	47466.6727	47860.9316	48254.9905	48649.6489	49043.8078	49438.2165
	799.0633	814.2329	829.3928	844.5672	859.7320	874.9015	890.0663	897.6511	905.2358	912.8206	920.4006	927.9806	935.5702	943.1502	950.7349
	19.9766	20.3558	20.7348	21.1142	21.4933	21.8725	22.2517	22.4413	22.6309	22.8205	23.0100	23.1995	23.3893	23.5788	23.7684

AFSCME  
With 2.5 Increase from FY16  
TABLE 32 for FY 17

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
15	44085.5986	44925.1221	45764.3958	46603.9193	47442.9432	48282.4667	49121.7404	49541.6270	49961.2639	50381.1505	50801.2869	51220.4242	51640.0611	52059.9477	52479.5845
	847.8000	863.9447	880.0845	896.2292	912.3643	928.5090	944.6489	952.7236	960.7935	968.8683	976.9478	985.0082	993.0781	1001.1528	1009.2228
	21.1950	21.5986	22.0021	22.4057	22.8091	23.2127	23.6162	23.8181	24.0198	24.2217	24.4237	24.6252	24.8270	25.0288	25.2306
16	46902.6608	47797.8861	48693.8607	49589.3357	50485.3104	51381.0352	52276.5103	52724.6225	53172.4849	53620.3473	54068.2098	54516.0722	54963.9346	55411.7970	55859.6595



Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
17	49513.1651	50461.2458	51409.8213	52358.1494	53307.7142	54186.7852	55202.8864	55677.2978	56151.4618	56625.6259	57099.7999	57573.9540	58048.1180	58522.2821	58996.6935
	961.5573	979.9692	998.3908	1016.8076	1035.2483	1052.3201	1072.0530	1081.2662	1090.4746	1099.6830	1108.8913	1118.0997	1127.3081	1136.5165	1145.7296
	24.0389	24.4992	24.9598	25.4202	25.8812	26.3080	26.8013	27.0317	27.2619	27.4921	27.7223	27.9525	28.1827	28.4129	28.6432
18	52953.0187	53970.3566	54987.4472	56004.5377	57021.6283	58038.9662	59056.0567	59564.6020	60073.1473	60581.6926	61090.2378	61598.7831	62107.3284	62615.8737	63124.6663
	1028.3601	1048.1170	1067.8691	1087.6213	1107.3734	1127.1304	1146.8825	1156.7566	1166.6346	1176.5107	1186.3868	1196.2628	1206.1389	1216.0150	1225.8958
	25.7090	26.2029	26.6967	27.1905	27.6843	28.1783	28.6721	28.9190	29.1659	29.4128	29.6597	29.9066	30.1535	30.4004	30.6474
19	57927.6199	59043.4043	60159.9380	61276.2220	62392.2562	63508.5402	64624.5744	65162.8412	65741.1081	66299.1252	66857.3921	67415.1594	67973.1765	68531.6932	69089.7103
	1113.9927	1135.4501	1156.9219	1178.3889	1199.8511	1221.3181	1242.7803	1253.5162	1264.2521	1274.9832	1285.7191	1296.4454	1307.1765	1317.9172	1328.6483
	27.9498	28.3863	28.9230	29.4597	29.9963	30.5330	31.0695	31.3379	31.6063	31.8746	32.1430	32.4111	32.6794	32.9479	33.2162
20	62831.1264	64045.3256	65259.5249	66474.2237	67688.4229	68902.6222	70117.0712	70724.0459	71331.0207	71938.4949	72545.4697	73152.4444	73759.9187	74366.8934	74973.8682
	1208.2909	1231.6409	1254.9909	1278.3505	1301.7004	1325.0504	1348.4052	1360.0778	1371.7504	1383.4326	1395.1052	1406.7778	1418.4600	1430.1326	1441.8052
	30.2073	30.7791	31.3748	31.9588	32.5425	33.1263	33.7101	34.0019	34.2938	34.5858	34.8776	35.1694	35.4615	35.7533	36.0451
21	66155.9991	67435.6408	68717.5323	69998.1741	71278.8158	72559.9571	73840.5989	74481.0446	75121.4904	75761.9362	76402.1321	77042.5779	77683.0237	78323.4694	78963.6654
	1272.2308	1296.8585	1321.4910	1346.1187	1370.7465	1395.3838	1420.0115	1432.3278	1444.6440	1456.9603	1469.2718	1481.5880	1493.9043	1506.2206	1518.5320
	31.8058	32.4215	33.0373	33.6530	34.2687	34.8846	35.5003	35.8082	36.1161	36.4240	36.7318	37.0397	37.3476	37.6555	37.9633
22	68093.5723	69413.1803	70732.5386	72052.1466	73371.7546	74691.3626	76010.4711	76670.4000	77330.3289	77990.2578	78649.9369	79309.6160	79969.5449	80629.2241	81288.9032
	1308.4918	1334.8689	1360.2411	1385.6182	1410.9953	1436.3724	1461.7398	1474.4308	1487.1217	1499.8126	1512.4988	1525.1849	1537.8759	1550.5620	1563.2481
	32.7373	33.3717	34.0060	34.6405	35.2749	35.9093	36.5435	36.8608	37.1780	37.4953	37.8125	38.1296	38.4469	38.7641	39.0812
23	70255.4514	71623.2677	72986.0884	74395.1190	75711.7296	77074.5502	78438.1202	79119.5305	79800.9408	80482.3512	81163.7615	81845.1718	82526.5821	83207.9924	83891.9006
	1351.0664	1377.3705	1403.5786	1430.6754	1455.9948	1482.2029	1508.4254	1521.5294	1534.6335	1547.7375	1560.8416	1573.9456	1587.0497	1600.1537	1613.3058
	33.7767	34.3443	35.0895	35.7669	36.3999	37.0551	37.7106	38.0382	38.3658	38.6934	39.0210	39.3486	39.6762	40.0038	40.3326
24	72691.3434	74103.1217	75514.4004	76926.1786	78337.4573	79748.9858	81160.2645	81866.4034	82572.0428	83277.6821	83983.5712	84688.9608	85395.0997	86100.9888	86806.3784
	1397.9105	1425.0600	1452.2000	1479.3496	1506.4896	1533.6343	1560.7743	1574.3539	1587.9239	1601.4939	1615.0687	1628.6399	1642.2135	1655.7882	1669.3534
	34.9478	35.5285	36.3050	36.9837	37.6622	38.3409	39.0194	39.3588	39.6981	40.0373	40.3767	40.7158	41.0553	41.3947	41.7338
25	75416.9847	76882.9660	78414.3908	79814.9287	81280.9101	82746.8914	84213.1226	84945.9884	85679.1039	86411.9697	87145.0853	87878.2008	88611.0666	89344.1822	90077.0480
	1450.3266	1478.5186	1507.9691	1534.9025	1563.0944	1591.2864	1619.4831	1633.9767	1647.6751	1661.7686	1675.8670	1689.9654	1704.0590	1718.1573	1732.2509
	36.2582	36.9630	37.6992	38.3726	39.0774	39.7822	40.4871	40.8394	41.1919	41.5442	41.8967	42.2491	42.6015	42.9539	43.3063
AFSCME With 2.5 Increase from FY16 TABLE 32 for FY 17															
26	78470.5921	79997.7705	81524.4493	83051.8775	84579.0559	86105.9845	87633.1629	88396.7521	89160.0915	89923.6807	90687.2699	91450.8591	92214.4483	92977.7877	93741.3769
	1509.0498	1538.4187	1567.7779	1597.1515	1626.5203	1655.8843	1685.2531	1699.9375	1714.6171	1729.3016	1743.9860	1758.6704	1773.3548	1788.0344	1802.7188
	37.7262	38.4605	39.1944	39.9288	40.6630	41.3971	42.1313	42.4984	42.8654	43.2325	43.5996	43.9668	44.3339	44.7009	45.0680
27	81885.8865	83481.5057	85076.8751	86672.2445	88267.6139	89862.9832	91458.3526	92256.1622	93053.9718	93851.5316	94649.3411	95446.9259	96244.4607	97042.2703	97839.8301
	1574.7286	1605.4136	1636.0938	1666.7739	1697.4589	1728.1343	1758.8145	1774.1570	1789.4995	1804.8371	1820.1796	1835.5178	1850.8550	1866.1975	1881.5352
	39.3682	40.1353	40.9023	41.6693	42.4365	43.2034	43.9704	44.3539	44.7375	45.1209	45.5045	45.8879	46.2714	46.6549	47.0384
28	85695.8394	87367.3929	89038.9463	90710.7496	92382.5528	94053.8565	95725.4099	96561.4364	97374.2330	98232.9899	99068.7666	99904.5433	100740.0703	101576.0668	102412.0633
	1647.9969	1680.1422	1712.2874	1744.4327	1776.5876	1808.7280	1840.8733	1856.9507	1872.9814	1889.0960	1905.1686	1921.2412	1937.3090	1953.3865	1969.4640
	41.1999	42.0036	42.8072	43.6109	44.4147	45.2182	46.0218	46.4238	46.8145	47.2274	47.6292	48.0310	48.4327	48.8347	49.2386
30	93604.7451	95434.6615	97264.3282	99094.2446	100703.1023	102412.0633	104583.4942	105498.2026	106413.1608	107327.8692	108242.5776	109157.7856	110072.4941	110987.7020	111892.9104



1800.0913 1835.2820 1870.4678 1905.6585 1936.5981 1976.0303 2011.2210 2028.8116 2046.4069 2063.9975 2081.5976 2099.1882 2116.7787 2134.3789 2151.9694  
 45.0023 45.8820 46.7617 47.6415 48.4150 49.4008 50.2805 50.7203 51.1602 51.5999 52.0399 52.4797 52.9195 53.3595 53.7992

TABLE 32 for FY 18

AFSCME  
 With 2.75 Increase from FY17

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
6	29959.3490	30515.0025	31070.3994	31626.3096	32181.9631	32737.8733	33293.5268	33849.1803	34404.8338	34960.4873	35516.1408	36071.7943	36627.4478	37183.1013	37738.7548
	576.1413	586.8270	597.5077	608.1983	618.8839	629.5745	640.2601	650.9458	661.6314	672.3171	683.0027	693.6883	704.3739	715.0595	725.7452
	14.4035	14.6707	14.9377	15.2050	15.4721	15.7394	16.0065	16.2736	16.5408	16.8079	17.0752	17.3424	17.6095	17.8767	18.1439
7	31020.0954	31597.0511	32173.7502	32750.7059	33327.4050	33904.8740	34481.8297	35058.5287	35635.4844	36212.1835	36789.1392	37366.0949	37943.0506	38520.0063	39096.9620
	596.5403	607.6356	618.7260	629.8213	640.9116	652.0168	663.1121	674.2025	685.2978	696.3881	707.4784	718.5687	729.6590	740.7493	751.8396
	14.9135	15.1909	15.4681	15.7455	16.0228	16.3004	16.5778	16.8551	17.1324	17.4097	17.6871	17.9645	18.2419	18.5193	18.7967
8	32177.8566	32777.9111	33378.2222	33977.7634	34578.0745	35177.8723	35778.1834	36378.2924	36978.2924	37578.0035	38177.5146	38777.0257	39376.5368	39976.0479	40575.5590
	618.8049	630.3444	641.8889	653.4185	664.9630	676.4975	688.0420	699.5815	711.1210	722.6655	734.2100	745.7545	757.2990	768.8435	780.3880
	15.4701	15.7586	16.0472	16.3355	16.6241	16.9124	17.2010	17.4895	17.7780	18.0666	18.3550	18.6435	18.9319	19.2204	19.5089
9	33431.8627	34056.8125	34682.2756	35307.2254	35932.4318	36557.6383	37182.8447	37808.0512	38433.2576	39058.4640	39683.6704	40308.8768	40934.0832	41559.2896	42184.4960
	642.9204	654.9387	666.9668	678.9851	691.0083	703.0315	715.0547	727.0779	739.1011	751.1194	763.1376	775.1558	787.1740	799.1922	811.2104
	16.0730	16.3735	16.6742	16.9746	17.2752	17.5758	17.8764	18.1769	18.4775	18.7780	19.0784	19.3789	19.6793	19.9797	20.2801
10	34878.8717	35532.8233	36187.2882	36841.2397	37495.1913	38149.3995	38803.3511	39457.8160	40111.7676	40765.7191	41419.6706	42073.6221	42727.5736	43381.5251	44035.4766
	670.7475	683.3235	695.9094	708.4854	721.0614	733.6423	746.2183	758.8042	771.3801	783.9561	796.5321	809.1080	821.6840	834.2599	846.8358
	16.7687	17.0831	17.3977	17.7121	18.0265	18.3411	18.6555	18.9701	19.2845	19.5989	19.9133	20.2277	20.5421	20.8565	21.1709
11	36518.8837	37205.9435	37893.0033	38579.5498	39266.6096	39953.4127	40640.4725	41327.2757	42014.0788	42701.1386	43387.9418	44074.7450	44761.5482	45448.3514	46135.1546
	702.2862	715.4989	728.7116	741.9144	755.1271	768.3349	781.5475	794.7553	807.9631	821.1757	834.3835	847.5913	860.7991	874.0069	887.2147
	17.5572	17.8875	18.2178	18.5479	18.8782	19.2084	19.5387	19.8689	20.1991	20.5294	20.8596	21.1898	21.5201	21.8503	22.1806
12	38351.8987	39075.6598	39798.9077	40522.9255	41246.1734	42046.9304	42893.4390	43778.5675	44704.4481	45680.3296	46706.2111	47782.0926	48907.9741	50093.8556	51340.7371
	737.5365	751.4550	765.3636	779.2870	793.1956	808.5948	821.0277	834.9412	841.8955	848.8548	855.8732	862.7683	869.7276	876.6868	883.6460
	18.4384	18.7864	19.1341	19.4822	19.8299	20.2149	20.5257	20.8735	21.0474	21.2214	21.3968	21.5692	21.7432	21.9172	22.0912
13	40378.1733	41141.7156	41906.0280	42670.3403	43434.1393	44198.4516	44962.7639	45726.3063	46490.3620	47254.6743	48018.4733	48782.6723	49546.8713	50311.0703	51075.2693
	776.5033	791.1868	805.8852	820.5835	835.2719	849.9702	864.6685	872.0128	886.7012	894.0454	901.3946	908.7437	916.0929	923.4322	930.7714
	19.4126	19.7797	20.1471	20.5146	20.8818	21.2493	21.6167	21.9838	22.1675	22.3511	22.5349	22.7186	22.9023	23.0858	23.2693
14	42693.9523	43504.4622	44314.4587	45125.2252	45935.4784	46745.9882	47556.2414	48366.7513	49177.0045	49987.5143	50797.7675	51607.9207	52418.1739	53228.4271	54038.6803
	821.0375	836.6243	852.2011	867.7928	883.3746	898.9613	914.5431	930.1298	937.9232	945.7116	953.5001	961.2984	969.0968	976.8951	984.6934
	20.5259	20.9156	21.3050	21.6948	22.0844	22.4740	22.8636	23.2532	23.4481	23.6428	23.8375	24.0325	24.2272	24.4220	24.6167

TABLE 32 for FY 18

AFSCME  
 With 2.75 Increase from FY17

Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
15	45297.9526	46160.5630	47022.9167	47885.5271	48747.6242	49610.2345	50472.5883	50904.0218	51335.1986	51766.6322	52198.3223	52628.9859	53060.1627	53491.5963	53922.7731
	871.1145	887.7031	904.2869	920.8755	937.4543	954.0430	970.6267	978.9235	987.2154	995.5122	1003.8139	1012.0959	1020.3877	1028.6845	1036.9764
	21.7779	22.1926	22.6072	23.0219	23.4364	23.8511	24.2657	24.4731	24.6804	24.8878	25.0953	25.3024	25.5097	25.7171	25.9244



Grade	Step 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
16	48192.4839	49112.3279	50032.9419	50953.0425	51873.6564	52794.0137	53714.1143	54174.5496	54634.7283	54634.7283	55094.9059	55555.0855	56015.2642	56475.4428	56935.6215	57395.8001
	926.7785	944.4678	962.1720	979.8662	997.5703	1015.2895	1032.9637	1041.8183	1050.6679	1050.6679	1059.5174	1068.3670	1077.2166	1086.0662	1094.9158	1103.7654
	23.1695	23.6117	24.0543	24.4967	24.9393	25.3817	25.8241	26.0455	26.2667	26.2667	26.4879	26.7092	26.9304	27.1517	27.3729	27.5941
17	50874.7771	51848.9301	52823.5914	53797.9985	54773.6784	55676.9218	56720.9657	57208.4234	57695.6270	57695.6270	58182.8906	58670.0341	59157.2377	59644.4413	60131.6448	60619.1025
	985.5962	1004.4685	1023.3506	1042.2278	1061.1295	1078.6281	1098.8543	1108.2979	1117.7364	1117.7364	1127.1750	1136.6136	1146.0522	1155.4908	1164.9294	1174.3729
	24.6399	25.1117	25.5838	26.0557	26.5282	26.9657	27.4714	27.7074	27.9434	27.9434	28.1794	28.4153	28.6513	28.8873	29.1232	29.3593
18	54409.2268	55454.5414	56499.6020	57544.6625	58589.7231	59635.0378	60680.0983	61202.6286	61725.1588	61725.1588	62247.6891	62770.2194	63292.7496	63815.2799	64337.8102	64860.5946
	1054.0691	1074.3199	1094.5659	1114.8118	1135.0578	1155.3038	1175.5496	1185.6775	1195.8005	1195.8005	1205.9235	1216.0464	1226.1694	1236.2924	1246.4154	1256.5432
	26.3517	26.8580	27.3641	27.8703	28.3764	28.8827	29.3889	29.8950	29.8950	29.8950	30.4012	30.9073	31.4134	31.9195	32.4256	32.9317
19	59520.6294	60667.0979	61814.3363	62961.3181	64108.0432	65255.0250	66401.7502	66975.3694	67548.9886	67548.9886	68122.3512	68695.9704	69269.0763	69842.4389	70416.3147	70989.6773
	1144.6275	1166.6750	1188.7372	1210.7946	1232.8470	1254.9043	1276.9567	1287.9879	1299.0190	1299.0190	1310.0452	1321.0764	1332.0976	1343.1238	1354.1599	1365.1861
	28.6157	29.1669	29.7184	30.2699	30.8212	31.3726	31.9239	32.4753	32.4753	32.4753	32.9767	33.4781	33.9795	34.4809	34.9823	35.4837
20	64558.9824	65806.5721	67054.1618	68302.2648	69549.8546	70797.4443	72045.2907	72668.9572	73292.6237	73292.6237	73916.8036	74540.4701	75164.1366	75788.3165	76411.9830	77035.6495
	1241.5189	1265.5110	1289.5031	1313.5051	1337.4972	1361.4893	1385.4864	1397.4799	1409.4735	1409.4735	1421.4770	1433.4706	1445.4642	1457.4578	1469.4512	1481.4448
	31.0380	31.6378	32.2376	32.8376	33.4374	34.0372	34.6372	34.9370	35.2368	35.2368	35.8369	36.4368	37.0367	37.6366	38.2365	38.8364
21	67975.2891	69291.1484	70607.2645	71923.1239	73238.9833	74555.3560	75871.2154	76529.2734	77187.3314	77187.3314	77845.3894	78503.1908	79161.2488	79819.3068	80477.3648	81135.1662
	1307.2171	1332.5221	1357.8320	1383.1370	1408.4420	1433.7468	1459.0518	1471.7168	1484.3718	1484.3718	1497.0267	1509.6767	1522.3317	1534.9867	1547.6416	1560.2917
	32.6804	33.3131	33.9458	34.5784	35.2110	35.8439	36.4765	36.7929	37.1093	37.1093	37.7419	38.3747	39.0073	39.6400	40.2726	40.9052
22	69966.1456	71322.0428	72677.6834	74033.5806	75389.4779	76745.3751	78100.7590	78778.8360	79456.9129	79456.9129	80134.9899	80812.8102	81490.6305	82168.7074	82846.5277	83524.3480
	1345.5028	1371.5777	1397.6478	1423.7227	1449.7977	1475.8726	1501.9377	1514.9776	1528.0176	1528.0176	1541.0575	1554.0975	1567.1375	1580.1775	1593.2175	1606.2575
	33.6376	34.2894	34.9412	35.5931	36.2449	36.8968	37.5484	37.8744	38.2004	38.2004	38.8523	39.5042	40.1561	40.8080	41.4600	42.1119
23	72187.4764	73592.9076	74993.2058	76440.9848	77793.8022	79194.1004	80595.1685	81295.3176	81995.4667	81995.4667	82695.6158	83395.7649	84095.9140	84796.0631	85496.2122	86196.3613
	1388.2207	1415.2482	1442.1770	1470.0189	1496.0347	1522.9635	1549.9071	1563.3715	1576.8359	1576.8359	1590.3003	1603.7647	1617.2291	1630.6935	1644.1579	1657.6717
	34.7055	35.3812	36.0544	36.7505	37.4009	38.0741	38.7477	39.0843	39.4209	39.4209	39.7575	40.0941	40.4307	40.7673	41.1039	41.4418
24	74690.3554	76140.9575	77591.0464	79041.6486	80491.7374	81942.0829	83392.1718	84117.7295	84842.7739	84842.7739	85567.8184	86293.1194	87017.9072	87743.4649	88468.7660	89193.5538
	1436.3530	1464.2492	1492.1355	1520.0317	1547.9180	1575.8093	1603.6956	1617.6486	1631.5918	1631.5918	1645.5350	1659.4831	1673.4213	1687.3743	1701.3224	1715.2606
	35.9088	36.6082	37.3034	38.0008	38.6980	39.3952	40.0924	40.4412	40.7898	40.7898	41.1384	41.4871	41.8355	42.1844	42.5331	42.8815
25	77490.9518	78997.2476	80570.7865	82009.8393	83516.1351	85022.4310	86528.9834	87282.0030	88035.2793	88035.2793	88788.2989	89541.5751	90294.8514	91047.8710	91801.1472	92554.1668
	1490.2106	1519.1778	1549.4382	1577.1123	1606.0795	1635.0467	1664.0189	1678.5001	1692.9861	1692.9861	1707.4673	1721.9534	1736.4394	1750.9206	1765.4067	1779.8878
	37.2553	37.9794	38.7360	39.4278	40.1520	40.8762	41.6005	41.9625	42.3247	42.3247	42.6867	43.0488	43.4110	43.7730	44.1352	44.4972
AFSCME With 2.7% Increase from FY17 TABLE 32 for FY 18																
26	80628.5334	82197.7092	83766.3717	85335.8041	86904.9799	88473.8991	90043.0749	90827.6628	91611.9940	91611.9940	92396.5819	93181.1698	93965.7577	94750.3456	95534.6769	96319.2648
	1550.5487	1580.7252	1610.8918	1641.0732	1671.2496	1701.4211	1731.5976	1746.6858	1761.7691	1761.7691	1776.8573	1791.9456	1807.0338	1822.1220	1837.2053	1852.2936
	38.7637	39.5181	40.2723	41.0268	41.7812	42.5355	43.2899	43.6671	44.0442	44.0442	44.4214	44.7986	45.1758	45.5531	45.9301	46.3073
27	84137.7484	85777.2471	87416.4892	89055.7312	90695.2299	92334.2153	93973.4573	94793.2066	95612.9560	95612.9560	96432.4487	97252.1980	98071.7164	98891.1834	99710.9328	100530.6822
	1618.0336	1649.5624	1681.0863	1712.6102	1744.1390	1775.6580	1807.1819	1822.9463	1838.7107	1838.7107	1854.4702	1870.2346	1885.9945	1901.7535	1917.5179	1933.2774
	40.4508	41.2391	42.0272	42.8153	43.6035	44.3914	45.1795	45.5737	45.9678	45.9678	46.3618	46.7559	47.1499	47.5438	47.9379	48.3319
28	88052.4750	89769.9962	91487.5174	93205.2952	94923.0730	96640.3375	98357.8587	99216.8759	100052.0245	100052.0245	100934.3971	101816.7700	102699.1428	103581.5156	104463.8884	105346.2612
	1693.3168	1726.3461	1759.3753	1792.4095	1825.4437	1858.4680	1891.4973	1908.0168	1924.0774	1924.0774	1941.0461	1957.5607	1974.0754	1990.5850	2007.1046	2023.6242
	42.3329	43.1587	43.9844	44.8102	45.6361	46.4617	47.2874	47.7004	48.1019	48.1019	48.5262	48.9390	49.3519	49.7646	50.1776	50.5927



30 96178.8756 98059.1147 99939.0972 101819.3363 103472.4376 ##### 107459.5403 108399.4032 109339.5227 110279.3856 ##### 112159.6247 113099.4876 114039.8639 #####  
1849.5938 1885.7522 1921.9057 1958.0642 1989.8546 2030.3712 2066.5296 2084.6039 2102.6631 2120.7574 2138.8416 2156.9159 2174.9901 2193.0743 2211.1486  
46.2398 47.1438 48.0476 48.9516 49.7464 50.7593 51.6632 52.1151 52.5671 53.0189 53.4710 53.9229 54.3748 54.8269 55.2787



**APPENDIX D**  
**COMPENSATORY TIME**

(a) Compensatory time

(1) Employees of a public agency which is a State, a political subdivision of a State, or an interstate governmental agency may receive, in accordance with this subsection and in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half hours for each hour of employment of which overtime compensation is required by this section.

(2) A public agency may provide compensatory time under paragraph (1) only –

(A) pursuant to –

(i) applicable provisions of a collective bargaining agreement, memorandum of understanding, or any other agreement between the public agency and representatives of such employees; or

(ii) in the case of employees not covered by subclause (i), an agreement or understanding arrived at between the employer and employee before the performance of the work; and

(B) if the employee has not accrued compensatory time in excess of the limit applicable to the employee prescribed by paragraph (3). In the case of employees described in clause (AXii) hired prior to April 15, 1986, the regular practice in effect on April 15, 1986, with respect to compensatory time off for such employees in lieu of the receipt of overtime compensation, shall constitute an agreement or understanding under such clause (AXii). Except as provided in the previous sentence, the provision of compensatory time off to such employees for hours worked after April 14, 1986, shall be in accordance with this subsection.

(3) (A) If the work of an employee for which compensatory time may be provided included work in a public safety activity, an emergency response activity, or a seasonal activity, the employee engaged in such work may accrue not more than 480 hours of compensatory time for hours worked after April 15, 1986. If such work was any other work, the employee engaged in such work may accrue not more than 240 hours of compensatory time for hours worked after April 15, 1986. Any such employee who, after April 15, 1986, has accrued 480 or 240 hours, as the case may be, of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation.

(B) If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

(4) An employee who has accrued compensatory time off authorized to be provided under paragraph (1) shall, upon termination of employment, be paid for the unused compensation time at a rate of compensation not less than –

- (A) the average regular rate received by such employee during the last three years of the employee's employment, or
  - (B) the final regular rate received by such employee, whichever is higher.
  
- (5) An employee of a public agency which is a State, political subdivision of a State, or an interstate governmental agency –
  - (A) who has accrued compensatory time off authorized to be provided under paragraph (1), and
  - (B) who has requested the use of such compensatory time, shall be permitted by the employee's employer to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the public agency.
  
- (6) For purposes of this subsection –
  - (A) the term "overtime compensation" means the compensation required by subsection (a), and
  - (B) the terms "compensatory time" and "compensatory time off" mean hours during which an employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate.

**APPENDIX E  
PARKING ATTENDANTS AND  
PARKING OPERATIONS SHIFT LEADERS**

PARKING ATTENDANTS  
Hired on or before July 1, 1999

TERMINATION/  
RESIGNATION

Cornish, Charles E.  
Perry, John S.  
Roberts, Richard R.



APPENDIX G  
 BURLINGTON EMPLOYEES RETIREMENT SYSTEM  
 CLASS B MEMBERS  
 Early Retirement Factors

Age of Retiree	Months											
	0	1	2	3	4	5	6	7	8	9	10	11
55	0.356	0.359	0.362	0.365	0.368	0.371	0.375	0.378	0.381	0.384	0.387	0.390
56	0.393	0.396	0.400	0.403	0.406	0.410	0.413	0.416	0.420	0.423	0.426	0.430
57	0.433	0.437	0.441	0.444	0.448	0.452	0.456	0.459	0.463	0.467	0.471	0.474
58	0.478	0.482	0.487	0.491	0.495	0.499	0.504	0.508	0.512	0.516	0.521	0.525
59	0.527	0.534	0.538	0.543	0.548	0.552	0.557	0.562	0.566	0.571	0.576	0.580
60	0.585	0.590	0.596	0.601	0.606	0.612	0.617	0.622	0.628	0.633	0.638	0.644
61	0.649	0.655	0.661	0.667	0.673	0.679	0.685	0.691	0.697	0.703	0.709	0.715
62	0.721	0.728	0.735	0.742	0.748	0.755	0.762	0.769	0.776	0.783	0.789	0.796
63	0.803	0.811	0.818	0.826	0.834	0.841	0.849	0.857	0.864	0.872	0.880	0.887
64	0.895	0.904	0.913	0.921	0.930	0.939	0.948	0.956	0.965	0.974	0.983	0.991
65	1.000											

