

AGREEMENT

Between

CITY OF WINOOSKI

And

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

(A.F.S.C.M.E.)

July 1, 2022 – June 30, 2025

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ARTICLE I. GENERAL

A. Recognition

The City of Winooski, Vermont, hereby recognizes the Union, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, as the sole exclusive bargaining agent for the non-exempt City employees in the Public Works Departments, with respect to wages, hours of work and working conditions. For the purpose of identification, the Union shall be classified as having an agency shop status.

B. Bargaining Unit

- (1) The bargaining unit, for purposes of this Agreement, shall consist of all full-time, non-exempt employees of the Public Works Departments, and all full-time employees of Parking Enforcement. Parking Enforcement employees shall receive all the rights and benefits afforded to Department of Public Works employees unless this Agreement narrowly and intentionally defines any one benefit specifically as different for Parking Enforcement. It is further agreed that any and all reference in this Agreement to “Public Works Director” and “Manager” or “Supervisor” shall be considered synonymous with “Parking Enforcement and Manager”.
- (2) With the exception of Public Works Superintendents, no one outside the bargaining unit shall perform work normally done by those employees within the Union covered by this Agreement. The City shall have the right to:
 - (a) augment the present working force by using part-time, or temporary employees to include employees of other City Departments and Department of Corrections work crews and by contracting with bona fide independent contractors
 - (b) use volunteer groups (i.e., PTO, youth groups) to perform work within the parks. These volunteers will receive no compensation from the City and will, at times, work with the public works staff.
- (3) The union shall be notified of all classification of employees who will be doing bargaining unit work one business day before said employee’s starting date.

C. Management Rights

The operation of the Public Works Department and the direction of the Departments’ employees, including the right to plan, direct and control department activities; to schedule and assign work to employees; to determine the means, methods, processes, materials and equipment; to establish performance standards and evaluation procedures to accomplish the effective, efficient and courteous function of the Department and its employees; to determine the manning of positions; to create, revise and eliminate positions; to provide effective and courteous professional services; to establish and/or revise and require the observance of reasonable rules and regulations; to require

participation in in-service training programs of the City; to formulate or promulgate ordinances or other regulations incident to the management of the City affecting the public health, safety and welfare; and to hire, terminate, suspend, demote, discipline and discharge employees for just cause are the rights solely of the City.

The foregoing enumeration of the City's rights shall not be deemed to exclude other City rights not specifically set forth. The City retains all rights not otherwise specifically nullified by this Agreement.

D. Discrimination

- (1) The parties to this Agreement agree that there shall be no discrimination against any person in violation of federal and state workplace/employment discrimination laws and regulations.
- (2) There shall be no discrimination by agents of the City against an employee because of their Union activity or membership.

E. Union Representative

The City agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and Local 1343 to enter the premises for individual discussions of work conditions with employees, provided care is exercised by such representatives so that they do not interfere with the performance of duties assigned to the employee, and that they notify the Director of Public Works or in his/her absence, the City Manager in advance of their presence.

F. Personnel Exempt from this agreement

Employees and personnel exempt from this agreement shall include, without limitation, the following:

- Confidential employees
- Supervisory employees
- Administrative office personnel
- However, Administrative office personnel and/or any other employee group which is not already organized into a Union, or managerial, supervisor, or confidential in nature shall be granted voluntary Union recognition by the City through card check, if and when a majority of the employee group signs Union cards. Immediately following recognition, these employees shall have all the rights under this Collective Bargaining Agreement, except for those in the following sections, which shall be subject to bargaining:
 - I.H. Probationary Period
 - I.I. Seniority

- III. Benefits
- IV. Work Schedule
- V. Uniforms
- VII. Rates of Pay
- Part-time under thirty (30) hours, for fifty-two (52) weeks a year.

G. Union Security

- (1) The Union agrees that it shall save harmless the City against any and all actions, claims, demands, losses or expenses, including reasonable attorneys' fees, in any manner resulting from action taken by the City at the request of this Union under this Article.
- (2) Union dues shall be deducted bi weekly from the wages of each employee who executes and remits to the City a form of authorization for payroll deduction of Union dues. Remittance of AFSCME specified dues shall be deducted each biweekly with payment to Council 93 (address to be provided by the Union Treasurer) within ten (10) working days after the month in which the dues are deducted. Such deductions shall be made for the convenience of the employees and the Union and shall not impose upon the City any obligations or liabilities other than those specifically and expressly provided for in this Article.
- (3) Union members shall remain Union members for the life of this Agreement, but shall have the ability to resign their Union membership by submitting a written letter of resignation to the Union and the City during the thirty (30) day window prior to the expiration of this Agreement.
- (4) The City agrees to deduct from wages of any employee who is a member of the Union a political PAC deduction as may be lawfully defined by the Union. Such authorization must be executed by the employee or lawfully by the Union and may be revoked by the employee at any time by giving written notice to both the City and the Union. The City agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deduction have been made and the amount deducted during the period covered by the remittance.
- (5) No employee shall suffer discipline for refusing to cross a Union picket line.

H. Probationary Period

- (1) Each newly hired employee becomes a probationary employee upon the date of their employment, and remains so until they have successfully completed a probationary period of twelve (12) months. The probationary period may be extended at the Department Head's request with mutual consent of the Union for a period of up to three (3) months.

- (2) 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. In the case of layoff, bumping and recall, there shall be no successful completion of the probationary period, however, the employee shall attain regular employee status and receive all benefits normally afforded to regular employees, including seniority. Regular employees shall acquire seniority credit, and their seniority shall be retroactive to the date of employment, less any adjustments.
- (3) Employees may be permitted to use accrued time during their probationary period. This includes but is not limited to vacation and sick time. Request by an employee to use accrued time during the probationary period is subject to the relevant provisions of this agreement.

I. Seniority

- (1) Seniority is defined as an employee's most recent period of continuous service to the City. Temporary work time shall apply to seniority if a temporary employee is hired into a regular position, has worked full-time hours during their temporary status and has not had a break in service.
- (2) Seniority shall terminate upon any of the following conditions:
 - (a) Discharge
 - (b) Voluntary quitting (resignation)
 - (c) A lay-off for a period of twenty four (24) months or more
 - (d) If any employee fails to accept and report for work within ten (10) working days after receipt of written notification of their recall.
 - (e) Termination for cause.
 - (f) Retirement
- (3) The principle of seniority shall govern and control in all cases of promotion, transfer, decrease or increase in workforce, assignment to shift work, providing the employee is qualified for the job. Seniority shall govern in choice of vacation period.
- (4) On or before December first in each calendar year, the City shall prepare and post on the proper bulletin board for each department a seniority list setting forth the name of each employee and the month and year of their most recent employment by the City. The seniority list so posted shall become effective on January first following its initial posting unless objections thereto are received by the City on or before December fifteenth following the date of its posting. Said seniority list shall remain in effect for the calendar year following its effective date.

J. Work Force Reduction Procedure

In the event that the City reduces the workforce, an employee with the least seniority shall be laid off first, the employee with the greatest seniority shall be rehired first, provided that they are qualified to fill the vacant position, and no new employees shall be hired until the laid off employees have been given the opportunity to return to work, provided, however, that enough of them are qualified to fill the position(s). Termination will be effective June 30th but with not less than sixty (60) days' notice.

K. New Classification

- (1) The City agrees that it shall notify the Union, in writing, whenever it intends to create a new job classification or to modify an existing job classification. The new job classification or modified job classification shall be based on a mutually agreed system. The Union shall have fifteen (15) days in which to request collective bargaining with respect to the salary to be assigned to said new or upgraded classification. If the City and the Union fail to agree with respect to the salary level, the Union may commence a grievance and arbitration procedure. It is understood and agreed that the salary be the only item of negotiation and during any grievance procedure, that the salary level set by the City shall be put in effect subject to such adjustments as may be made during collective bargaining or by an arbitration award.
- (2) Upon creation of a new position to be covered by this Agreement, the City Manager shall give notice on appropriate Department Bulletin Boards and by mail to all employees on extended sick leaves, lay-off or vacation. Such notice shall remain posted for seven (7) calendar days. All interested employees shall reply, in writing, to the Department Head within the seven (7) day period. Within five (5) working days following the end of the posting period, the Department Head may award the position to the most qualified applicant. If there is/are no qualified employee(s) as determined by the City, the Department may seek to fill the vacancy from outside the bargaining unit.

L. Job Posting

Within thirty (30) days of the vacancy in an existing position, the City Manager shall give notice on the appropriate Department Bulletin Board, and by mail, to all employees on extended sick leave, lay-off or vacation, of their intention to (a) abolish the position, or (b) open the position for application. Positions that are in Level I or Level II of the pay scale shall be posted and advertised publicly as soon as practically possible. Should a qualified internal candidate apply for the position, that candidate will be given preference in the hiring process. Positions that are in Level III of the pay scale shall be posted internally five (5) working days. Current employees may apply during the internal posting period and selection for the position shall follow the City's typical hiring practices to place the most qualified internal candidate in the position. I no internal

candidate is qualified, or no internal applicants apply, the City shall post and advertise for the position publicly as soon as the internal posting period is complete.

M. Temporary Assignments

Bargaining Unit Members may be assigned to a lower rated job at the same rate of pay they receive on their regular job assignment on a temporary or seasonal basis. If a Bargaining Unit Member is given a temporary assignment, and is required to work more than two (2) days on said assignment, the City shall provide a date in which they expect the employee to return to their regular job. At no time, shall the temporary assignment be longer than ninety (90) days without mutual agreement. Employees who will be assigned seasonally to a different supervisor will be notified five days in advance.

N. Safety Committee

A Safety Committee shall be appointed. The Committee shall be composed of seven (7) members. The union shall be represented by one (1) representative from the Street Team and one (1) representative from the Water Resources Team. The Shop Steward shall be one of the two union representatives on the Committee. The City shall be represented by three (3) supervisory personnel. Two (2) members from Public Safety will also be appointed. Said Committee shall appoint its own chair and meet at least semi-monthly to review safety practices. The City shall attempt to comply with such safety recommendations as may be drawn up by the committee and approved by the City Manager.

O. Labor Management Committee

For the purpose of ongoing communication and building a stronger relationship between Bargaining Unit Members and management, the parties shall convene a Labor Management Committee. The Labor Management Committee's purpose shall be to discuss on going issues and concerns. The committee will meet quarterly and will consist of two bargaining unit members and two members of management. The committee may agree to meet more or less frequently as needed.

The committee shall not negotiate any new contract terms. Grievances will follow the procedure outlined in this document. One member of the committee will take notes and record discussion at each meeting. Notes kept will be shared with the entire team as well as the Bargaining Unit.

P. Agreement

Should any provisions of this Agreement be found to be in violation of any Federal or State Law

or City Charter or City Ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE II. Definitions

Disability – A condition in which an employee is unable to perform the essential functions of the positions as determined by a qualified medical professional which may be confirmed by a medical professional of the City’s choice at the City’s expense.

Employee - Bargaining Unit Member

Emergency - A declaration, by the City Manager, or the City Manager’s designee, which is based on a natural or manmade disaster.

Extended Family – A person related to the employee as a grandparent, aunt, uncle, or sibling in-law.

Immediate family – A person related to the employee as spouse, child, parent, parent equivalent, parent-in-law, step-parent or child, sibling or a member of the employee’s household with a special relationship to the employee.

Public Works Employees – All employees certified by the Vermont Labor Relations Board in docket #92-62.

Weingarten Rights Bargaining Unit members may request to have present their union representative, officer or steward in meetings that could in any way lead to discipline, termination, or affect their working conditions. Bargaining Unit members may respectfully request to postpone a meeting until representation is available provided that the postponement is for a reasonable amount of time.

Work Day – Begins at midnight each day.

Work Week – A period of time between midnight on Sunday and 11:59 p.m. the following Saturday night.

ARTICLE III. Benefits

A. Compensatory Time

The City agrees that all employees may elect to receive compensatory (comp) time in lieu of overtime pay. Compensatory time shall accrue at the same rate that overtime is computed. Compensatory time-off shall be scheduled with seventy-two (72) hours’ notice at the convenience of the employee, subject to operational requirements of the Department. If an employee has used all of their earned sick time, Compensatory time may be used upon the approval of the City Manager. A note from a doctor may be requested by the City.

The employee shall have the right to accumulate no more than 80 hours of compensatory time.

Compensatory time may be cashed in quarterly with the last paycheck of the quarter using a form provided by the City. Unused time will automatically be paid out in the last check of the fiscal year, except for any portion of that time to be used by September 1 is requested and approved prior to July 1.

B. Paid Holidays

- (1) Employees shall receive Holiday Pay for thirteen (13) holidays per year. The following holidays will be observed and employees shall be paid two (2) times his/her regular rate of pay for all hours of work performed on the following days:
 - (a) New Year's Day
 - (b) Martin Luther King's Birthday
 - (c) President's Day
 - (d) Memorial Day
 - (e) Juneteenth
 - (f) Independence Day
 - (g) Bennington Battle Day
 - (h) Labor Day
 - (i) Indigenous People's Day
 - (j) Veteran's Day
 - (k) Thanksgiving Day
 - (l) Post-Thanksgiving Day
 - (m) One Half day Christmas Eve
 - (n) Christmas Day
 - (o) One Half Day New Year's Eve
- (2) If any of the holidays listed in item (1) fall on a Sunday, the following Monday shall be considered the holiday. If the holiday falls on a Saturday, the preceding Friday shall be considered the holiday.
- (3) Probationary employees shall be entitled to holiday pay.
- (4) Employees shall have one "floating holiday" on a day of the employee's choice which may be taken in accordance with the rules applicable to taking vacation. The floating holiday shall accrue on January 1st^t of each year. Should an employee be called into work on a declared floating holiday, they shall be paid at a rate of two (2) times the employee's regular rate of pay. This floating holiday may not be accumulated from year to year.

C. Insurance

Health Insurance

The City will offer to eligible employees, a group health and major medical insurance. The City

will offer options for one-person, two-person, or family coverage plans and employees must opt for one of the plans (Single employees will be permitted to opt for the two-person plan for the purposes of including a ‘Domestic Partner’ under the coverage by completing the required affidavits and declarations for employees with such coverage prior to July 1, 2011. No such coverage will be available after that date). The City agrees not to change the health insurance carrier or plans offered during the contract period. However, it is understood that certain changes in plan design are outside of the City’s control and that the City must abide by changes made by the carrier or in the regulations governing the City’s health insurance. A change in provider will require coordination with the bargaining unit.

The City will offer an amount equal to 90% of the Blue Cross Blue Shield Silver High Deductible or a comparable plan’s premium based on the Single, Two Adult, Adult and Child(ren), and Family rates. Employees will be enrolled in the Vermont Health Connect Exchange and be allowed to purchase any of the offered policies available with these funds. If the employee purchases a plan that is more expensive than this plan, they will pay the entire extra premium cost. If the employee selects a less expensive plan, they will pay less, including making no payment for a less expensive plan. The City will retain any additional premium savings.

The City will also offer a Health Reimbursement Account in the amount of \$4,500 for a Single and \$9,000 for two person and family plans.

New employees must elect coverage within thirty (30) days of their date of hire and will be covered on the first of the following month in accordance with the provisions prescribed by the Policy.

Disability

- (1) Employee benefits shall include a Disability Insurance program with a short-term disability benefit no less than sixty percent (60%) of base salary up to a maximum of one thousand dollars (\$1,000) per week. The duration of the short-term disability is determined by the insurance provider up to a maximum period of twenty-six (26) weeks. The City shall also provide long-term disability benefit. The long-term insurance benefits begin after a determination of disability is made by the insurance carrier.. The schedule of insurance for a long-term disability is defined as follows:

Long-Term Disability – 60% of the first \$8,333 of your pre-disability earnings, reduced by deductible income. The benefit waiting period is one hundred and eighty (180) days and the maximum benefit period is determined by your age when disability begins.

<u>Age</u>	<u>Maximum Benefit Period</u>
61 or younger	To age 65, or 3 years 6 months, if longer
62	3 years 6 months

63	3 years
64	2 years 6 months

- (2) New employees must apply for this insurance coverage within thirty (30) days of their date of hire. The precise date of coverage will be determined in accordance with the provisions prescribed by the Policy.

Life Insurance

This program will include not less than an amount equal to an employee’s base salary.

Vision and Dental Plans

- (1) The City shall continue in effect the vision plan provided employees during FY 2017. Employees shall pay 10% of the premium for the vision plan. If the employee is enrolled in the City provided health insurance, the vision premium shall be included in the health insurance premium deduction calculation. Employees who have opted out of the City provided health insurance plan shall pay 10% of the vision premium from their bi-weekly paychecks.
- (2) The City shall pay the premium for the employee’s basic dental plan.

Worker’s Compensation

- (1) An employee who sustains a work-related injury, as the result of which the employee is disabled, is so determined by a decision under the Worker’s 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 in accordance with Vermont State Statutes. The City agrees to continue paying an employee for the first two regular pay periods following a Worker’s Compensation claim.
- (2) That portion of City paid coverage of life insurance and for hospital and medical insurance will continue for the period of time that the employee is on a work-related disability leave.

D. Accident Leave

- (1) Accident leave, in an amount of at least three hundred and sixty-five (365) days, shall be granted to any employee injured or disabled while engaged in City employment. This will not be charged against the employee’s accumulated sick leave. Any employee qualifying for accident leave will receive from the City the difference between their normal weekly pay and any benefits received through Worker’s Compensation. While

on Workers' Compensation an employee will continue to accrue seniority, vacation, sick, and personal time as prescribed in this contract. This special compensation will be from date of injury.

- (2) Any employee injured or disabled while engaged in City employment shall be entitled to immediate restoration of their job within twenty-four (24) months of the date of injury. Following the twenty-four (24) month period, an employee shall be entitled to the first position which becomes vacant for which they are qualified.
- (3) Determination of injury or disability arising out of City employment may be required by the City Manager to be certified by two (2) physicians, one of whom may be chosen by the City.
- (4) These accident leave benefits will only be available to employees who fill out a first report of injury form within forty-eight hours of a work-related injury.

E. Accrued Time Off

Employees are granted sick, vacation, and personal time during the course of employment. All reports of intent to use accrued time must be reported to the person designated by the Director of Public Works as defined herein and noted as 'the department'.

F. Sick Leave

- (1) Sick leave shall not be considered a privilege which an employee may use at the employee's discretion, but shall be allowed only in case of actual sickness or disability of the employee, or to meet doctor's appointments, or to take physical examination. Sick leave shall not be granted for injuries, illnesses, and occupational diseases covered by Worker's Compensation, but may be used to supplement payments from Worker's Compensation up to the employee's base pay. Sick leaves shall be granted to allow an employee to care for a sick or disabled member of his/her immediate family.
 - a. Management shall provide a response to planned sick time requests, for the purpose of Family Medical Leave, Vermont Parental and Family Leave, or planned appointments for which sick time may be used, within five (5) days or the request shall automatically be approved.
- (2) An employee shall make every effort to notify the department at (802) 655-1957 or a number provided by the Operations Manager with notice to employees before the beginning of the scheduled work shift of any inability to report for work, except in cases of emergency.
- (3) Bargaining Unit Members shall earn 80 hours of sick leave annually.
 - a. Sick Time balances existing at the time of this agreement will remain intact.
- (4) Bargaining Unit Members employed in benefits eligible positions on the date of this agreement will maintain their current accrued back of sick time. No additional sick time

shall accrue until the members bank falls below 80 hours, at which time members will accrue sick time to a maximum of 80 hours.

- (5) A request for authorization of sick leave must be completed after the employee returns to work. For sick leave in excess of three (3) consecutive working days, the Public Works Director may require a certificate from the attending physician stating that such illness prevented the employee from working. A certificate is not required if the sick leave is taken as a result of an immediate family member's illness. The Public Works Director may also require the absent employee to be examined by a physician appointed by the City. The expense of any examination shall be incurred by the City. If the Public Works Director provides an employee written notice of the excessive use or abuse of sick leave, the director may require that the employee provide the above-described physician's certificate for each separate absence of three (3) days or less.
- (6) Any unused sick leave shall be accumulated and have no value upon termination but will be restored should the employee be recalled from a layoff.

G. Vacations

- (1) Vacation benefits are computed on a calendar year basis, January 1 through December 31.
- (2) Vacation will be taken in accordance with the monthly schedule approved by the department. Vacation time in excess of 3 days will be scheduled a minimum of two weeks in advance. Vacation of less than 3 days will be scheduled a minimum of 3 days in advance. Employees who request vacation with less notice than indicated above shall be granted such request when the absence of the employee will not unduly disrupt the operation of the department.
 - a. Management shall provide a response to vacation time requests within five (5) days of the request or it shall automatically be approved.
- (3) Employee vacation time shall be earned on a biweekly basis, at the end of each pay period, according to the following schedule:

Years of Service	Vacation Hours (Total Annual Accrual)	Vacation Days (Total Annual Accrual)
0-5	80	10
6-10	140	17.5
10-15	200	25

16-20	260	32.5
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- (4) Vacation time balances existing at the time of this agreement will remain intact. Once a bargaining unit member uses vacation time and fall below the cap set forth in number 8 below, future vacation time will accrue up to the new cap only.
- (5) Vacations will be taken in accordance with the schedule approved by the department with due regard to the operation of the Department.
- (6) An employee whose employment is terminated is entitled to payment for unused accrued vacation leave. Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee for the total accrued vacation time.
- (7) Vacation time may be used by employees in addition to or in lieu of sick time, only after five consecutive days of sick time have been taken and three days' notice have been given.
- (8) Vacation time is for relaxation and to get away from the daily routine. For this reason, employees are encouraged to take their vacation during the year in which it is earned. An employee may accumulate no more than fifty percent (50%) of their annual vacation leave up to a maximum of thirty (30) days except with the approval of the City Manager.
- (9) The rate of vacation pay shall be the employee's hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.
- (10) All employees suffering from service connected injuries prior to their vacations, shall be eligible to receive Worker's Compensation benefits and cancel their vacation request.
- (11) Employees shall have the right to choose the time they desire for their vacation, based on their seniority unless otherwise agreed, as long the efficient operation of the Department is not adversely affected.
- (12) Vacation requests shall not be arbitrarily denied.
- (13) No employee shall be required to return to work during their schedule vacation period time once it has begun. The City reserves the right to request a return to work during a vacation if the employee can be reached. Employees who are requested to work on their vacation shall receive two (2) times their regular pay for each hour worked and may elect, (a) to be charged and paid for such time as vacation or, (b) not to be charged for nor receive vacation time for such hours.

H. Personal Days

Employees will accrue sixteen (16) hours personal time each year after they have completed five (5) years of employment. Personal Days must be used in the year earned and cannot be carried over. Personal Days carry no cash value at retirement or termination and will be scheduled by the employee at least three days in advance. Personal days will renew on January 1st of each year.

I. Bereavement Leave

Bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of a member of their family and to relieve them of the concern over loss of earnings on the regularly scheduled work days immediately following the death.

- (1) In the case of the death of an immediate family member, an employee hired on or after July 1, 2011 shall be granted up to 5 days absence without loss of pay and an employee hired before July 1, 2011 shall be granted up to 10 days.
- (2) In the case of the death of an extended family member, and upon the verbal request of the employee, the Department Head will grant up to 3 days leave with pay.
- (3) All other requests for bereavement leave will be forwarded to the Department Head.
- (4) An employee, in addition to the above-mentioned defined leave, may use accrued vacation leave to supplement bereavement leave.
- (5) An employee may use two days of additional bereavement leave to attend a funeral that is more than one hundred and fifty (150) miles away.

J. Leave of Absence

A leave of absence, with or without pay, may be granted only by the City Manager. Accrued Leave time will not accumulate during unpaid leave of more than one month.

K. Jury Duty

- (1) An employee summoned to jury duty will be excused from their work for the required period to perform this duty.
- (2) During the time an employee is serving on Jury Duty, the City shall pay them their regular rate of pay.
- (3) Employees summoned to Court or other public body on any matter not related to work in which they are not personally involved (as a plaintiff or defendant) and employees appointed or elected to State Legislature shall be granted a leave of absence with pay for the period necessary to fulfill their civic duties.
- (4) Employees summoned to Court shall provide a copy of the summons to the Department Head.
- (5) The City shall pay the difference between the payment the employee receives from the court, other public body or the legislature and their regular pay.

L. Military Leave

Military leave shall be provided by the City in accordance with the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. ‘ 4301, et seq. and Employment Rights for Reserve and National Guard Members, 21 V.S.A. ‘ 491, et seq. In addition to the benefits

available under these acts, an employee on an active duty assignment covered by such acts of no more than ninety (90) days shall receive the assignment difference between their weekly salary and the allowance which the employee receives while on active duty, providing such allowance is less than the employee's regular salary.

M. Family Leave and Parental Leave

Family and Medical Leave (FMLA) shall be granted in accordance with the Family and Medical Leave Act shall follow the policy as outlined in the City's Personnel Manual. The City agrees to maintain a policy that complies with Federal and State law. The Steward will be notified of any changes made due to changes in state statute or federal law. Any changes to the policy that apply outside of legal requirements will require bargaining. Nothing in this practice shall prevent the City and the Union from bargaining for special benefits above and beyond that which is legally required under this policy. Worker's Compensation is not subject to FMLA and is covered separately in this contract under Accident Leave and Insurances.

Disability will be covered for twenty-six (26) weeks rolling forward from date notification is sent by the City. Employee will be terminated at twenty six (26) weeks and is eligible for recall up to two years from the start of disability for the next open position for which they are qualified.

For more details, see Appendix B – Employee Rights under the Family and Medical Leave Act.

N. Training/Staff Development Leave

O. Emergency Leave

In the event that an employee has been involved in a traumatic work-related incident, up to ten (10) days paid leave will be granted to the employee, if necessary. This leave will not be charged against the employee's accumulated sick leave or vacation time.

P. Opt-Out Program

- (1) Employees who are regularly scheduled to work thirty (30) hours or more per week and who have comprehensive health insurance coverage that is not provided or paid for by the City are eligible for the Opt-Out choice. The City offers Opt-Out in order to recognize the needs of our diverse workforce by providing maximum flexibility in health care choices available to employees and their families.
- (2) This alternative allows employees who are covered under a non-City funded comprehensive health insurance plan to 'opt-out' of coverage and receive a cash payment in lieu of medical benefits. Employees choosing Opt-Out will receive \$100 per week, for a total of \$5200 per year. Payment will be made on a biweekly basis and will be subject

to ordinary income taxes.

- (3) With this choice, an employee would opt-out for themselves and their eligible dependents. This option applies to comprehensive health insurance coverage only. For employees with dependent coverage, opt-out is for employee and family, there is no other choice. Health insurance benefits through the City of Winooski will be made available to Opt-Out participants should they lose their coverage provided by another source. Enrollment in the City's insurance program is available only during the month of July.
- (4) Employees choosing to enroll in the Opt-Out program must do so during the month of July, enrollment is not available during the remainder of the year.
- (5) Participants in the Opt-Out program must sign a release and show proof of comprehensive health insurance benefits through another source.

Q. Pension Plan

- (1) The City provides to eligible employees a retirement plan which pays benefits in addition to those earned from FICA/Social Security. The City will maintain a 401 plan, a 457 plan as well as a plan with the Vermont Municipal Employees Retirement System (VMERS). Eligibility for these plans is as follows:
- (2) All benefits eligible bargaining unit members may elect to contribute to the voluntary 457 Plan. Members may elect to contribute any amount between 1% of their gross pay, and the maximum contribution amount set annually by the IRS.
- (3) Bargaining Unit Members who were employed on January 1, 2009 and were enrolled in the City's 401 retirement plan, and elected to remain in that plan at that time, may continue to remain in the City sponsored 401 Plan. The City will continue to contribute 5% of the members gross pay to the plan. Should the member also enroll in the voluntary 457 plan and contribute an amount of 6% or more, the City will contribute 6% of the members gross pay to the 401. Members enrolled in the 401 retirement plan will be subject to applicable vesting schedules and IRS rules.
- (4) All Bargaining Unit Members who began employment after January 1, 2009 are required to enroll in the VMERS Group B Plan as a condition of employment, consistent with the resolution passed by Winooski City Council on September 8, 2008 and the rules and regulations set forth by VMERS. Contribution rates for members and the City are set annually by VMERS.

R. Innovative Program Leave

- (1) The City Manager, within departmental operational requirements and budget constraints, may authorize an employee to take up to three (3) months leave at fifty percent (50%) pay and full benefits to research and develop proposals, programs, policies, etc. to implement cost saving and/or productivity enhancement measures in the Department.

- (2) Eligible employees may qualify for Educational Incentive or Innovative Project Leave after five (5) years of continuous service in the Department.
- (3) Only one (1) employee may be eligible to take Educational Incentive or Innovative Project Leave at any given time.
- (4) Eligible employees receiving leave benefits shall be required to maintain employment with the Department for two (2) years following completion of the leave or upon their resignation repay the City the full costs of leave at their current salary.
- (5) Employees receiving leave shall be eligible to apply for leave after an additional five (5) years of continuous employment following the leave.

S. Commercial Driver's License

The City recognizes that certain positions within the bargaining unit require the member to acquire and maintain a Commercial Driver's License (CDL). To that end the City will maintain a procedure that is compliant with the rules and regulations required by Federal and State law for CDL driver's including but not limited to random drug testing, initial drug screening and record checking for new hires, and annual motor vehicle record checking. Bargaining unit members will receive a copy of this procedure annually and will acknowledge such receipt with their signature. The City shall pay the difference in cost between a State driver's license and cost for a commercial driver's license.

T. Health Club Benefit

Employees shall be eligible to receive reimbursement for sixty percent (60%) of a health club membership subsidy (not to exceed six hundred dollars (\$600) for an individual or family membership). The City shall provide payroll deductions for membership dues less the subsidy.

ARTICLE IV. WORK HOURS

A. Work Day

The normal work day shall be defined below in section C, Work Shift and shall include, with two (2) fifteen minute breaks; one in the morning to be used as a coffee break, and one at mid-day to be used as a lunch break.

B. Work Week

The normal work week shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday inclusive, except for employees described in Section E of this article.

C. Work Shift

- (1) Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work a regular work shift, and each shift shall have a regular starting and quitting time. Shifts for each group are outlined below.
 - (a) The Department Head shall notify the employee no less than five (5) working days in advance of changing their established shift. Any hours worked in an employee’s different shift without the five (5) days’ notice shall be paid at a rate of one and one half (1 ½) times the employee's regular rate of pay, in addition to the accepted shift differential.
- (2) If mutually agreed upon by employees and supervisor, ten (10) consecutive hours of work shall constitute a work shift for the purpose of a four day work week.
- (3) The Public Works Division is comprised of different departments that require specific skill sets relevant to each. In addition there are parallel skills required across the entire division which allows for cross-departmental support to address situations that necessitate all personnel tend to the task at hand. Such situations include; water breaks, sewer plugs, weather emergencies, staff shortages, etc. However, for the most part, each department operates as its own entity.
- (4) Due to the nature of the task/responsibilities of each department it is often required that the normal shift definition, as well as shift differential pay will vary. Furthermore, certain positions within the bargaining unit may be assigned to different departments during different times of the year, based on seasonal needs of the division.
- (5) The following are the Public Works Departments and their normal assigned shift hours as defined. Any hours worked outside the normal shift by employees assigned to that specific department constitutes shift differential pay.

Department	First Shift	Second Shift	Third Shift
Water	0700-1500 / 7AM-3PM	1500-2300 / 3PM-11PM	2300-0700 / 11PM-7AM
Storm Water	0700-1500 / 7AM-3PM	1500-2300 / 3PM-11PM	2300-0700 / 11PM-7AM
Waste Water	0700-1500 / 7AM-3PM	1500-2300 / 3PM-11PM	2300-0700 / 11PM-7AM
Streets	0600-1400 / 6AM-2PM	1400-2200 / 2PM-10PM	2200-0600 / 10PM-6AM
Grounds & Facilities	0600-1400 / 6AM-2PM	1400-2200 / 2PM-10PM	2200-0600 / 10PM-6AM
Downtown & Parking	0600-1400 / 6AM-2PM	1400-2200 / 2PM-10PM	2200-0600 / 10PM-6AM

D. Work Schedule

Work schedules, showing the employee's shifts, work days and hours shall be posted on all Department Bulletin Boards at least one (1) week in advance except in the case of emergency situations.

E. Continuous Operations

- (1) Employees involved in continuous operations are defined as being any employee(s) engaged in an operation for which there is a regularly scheduled work period of eight (8) hours per day, seven (7) days per week. The work week shall consist of five (5) consecutive eight (8) hour days.
- (2) The City agrees to no loss of pay due to a change in pay periods.
- (3) The City agrees that if an employee reports to work at the start of their shift and is sent home due to a lack of work, that they shall receive eight (8) hours of pay at their regular rate of pay.

F. Overtime

- (1) The City recognizes that overtime assignments, whether assigned as an extension of the work day, or assigned on a specific date and time may require specific knowledge and/abilities or may fall within a specific work function. For that reason, depending on the task at hand, overtime may be assigned with consideration given to work disciplines and normally assigned tasks between the Street Team and the Water Resources Team.
- (2) Under no circumstances will an employee work in excess of sixteen (16) consecutive hours. Should an employee work for sixteen (16) consecutive hours, the employee will be paid double time from the end of the 12th hour through the end of the 16th hour of this work period. Employees are required to have a minimum of eight (8) hours of 'rest time' between shifts of 16 hours. If the 'rest time' overlaps with the beginning of an employee's next scheduled shift, the city will pay the first four hours of rest time without the use of accrued leave. For any remaining hours of rest period that occur during a regular shift the employee shall either extend the next scheduled shift to complete the eight (8) hours, use vacation time, comp time, or sick time to make up the eight hours, or not be paid for any hours lost as a result of taking the required rest time. Use of sick time, as it may be otherwise used to cover the eight (8) hour rest time shall not count towards the accumulation of overtime at one and one half (1 ½) rates. See 'On-Call' for more information below. For the purpose of this provision, should a sixteen (16) hour shift occur on a holiday, worked time and/or applicable overtime shall be paid in addition to holiday pay.

- (3) One and one half (1 ½) times the employee's regular hourly pay shall be paid for work under any of the following conditions, but compensation shall not be paid two (2) times for the same hours:
- (a) All work performed in excess of eight (8) hours per day or forty (40) hours per week. Sick leave (except as stipulated in (2) above), vacation leave, holidays and/or any approved absences shall be included in the computation of a work week for the payment of overtime. However, should the City and the Union agree to 10-hour shifts, work performed in excess of eight (8) hours per day shall not be considered overtime, but work performed in excess of ten (10) hours per day will be overtime.
 - (b) Any work done during a shift change without the proper five (5) working days' notice as described in Section C(1)(a) of this Article.
 - (c) Any time an employee is called in to work after their regularly scheduled shift, the employee shall be paid a minimum of four (4) hours at the overtime rate for any call-in outside of the regularly scheduled shift. Employees must fully complete the call-in sheet to be eligible for the four (4) hour minimum.
 - (d) Any work done outside of the employee's regularly scheduled shift.
- (4) The opportunity to work overtime shall first be offered to the assigned on-call staff person. The employee within a work team or job function who has the least number of overtime hours to their credit shall be offered overtime following on-call staff person if additional support is needed. The Department will publish an overtime list after review by the Union Steward (updated at a minimum of biweekly) to ensure all personnel know their standing. When called to work overtime and an employee does not accept the assignment or does not answer the phone, this will be considered refuse time and the next qualified employee will be called and offered the overtime. This procedure shall be followed until the required number of employees have been selected for the assignment. Employees that are already working on the specific job shall be offered the overtime. If the employee currently working on the specific job refuses the overtime, it will then be offered to the next qualified employee with the fewest hours on the latest overtime list. Overtime will be offered to all bargaining unit members, despite what department, following the overtime protocol with that department's bargaining unit personnel first, the rest of the bargaining unit members second, then temporary/seasonal workers. Any overtime hours due to training shall not be calculated into the biweekly overtime list. Members following this procedure, for calling in employees, in good faith will not be disciplined.

For the sole purpose of winter operations (i.e., snow removal), the Public Works Department agrees to waive the five (5) day notice for a change in shift as long as the change from first to third shift does not occur in the same work week, as defined in Section B of Article III.

- (5) The record of all overtime hours offered to each employee shall be posted on the General Bulletin Board.
- (6) Overtime work shall be voluntary except in emergency situation.

G. On Call

The City recognizes the need for separate on-call rotations and overtime requirements with regard to work disciplines and normally assigned tasks between the Street Team and the Water Resources Team.

It is understood that each team has specialized skills and training required for the tasks performed by the respective teams. For that reason, Street Team employees will not participate in the Water Resources on-call rotation, and Water Resources Team employees will not participate in the Street on-call rotation. There will be three exceptions to this rule 1) Street Team employees will assist in call-ins related to facilities needs 2) In the event of a call in for a sewer plug or a broken water line, the Street Team will support the Water Resources Team by evaluating the situation and determining if it is necessary for a Water Resources Team member to be called in to assist with the issue. 3) In the event of an emergency as determined by City Management.

Temporary and Seasonal personnel may be utilized to supplement regular full-time personnel on the respective teams after all bargaining unit members are offered the work first and refuse, in compliance with the current CBA. Temporary and Seasonal personnel will be called in when necessary to execute tasks which they are routinely assigned after all bargaining unit members are offered the work first and refuse, in compliance with the current CBA.

1) Call in Compensation for the Street Team. The City will agree to pay employees \$350.00 (three hundred and fifty dollars) per week (\$40 per weekday and \$75 per weekend day) for the sole purpose of carrying a pager in order to respond. The on-call list will be on a rotation with qualified (must have CDL and be a qualified operator or higher) bargaining unit personnel who will have their choice of weeks. During any week in which there is a holiday, on-call employees will receive additional pay of \$25 (twenty-five dollars) when the holiday falls during their on-call rotation. During such times that the holiday falls on a Monday it is the responsibility of the employees involved to work in the transition of the pager.

2) Water Resources On Call Pay and Rotation. The City will pay employee \$280 (two hundred and eighty dollars) per week (\$40 per day) for the sole purpose of carrying a pager in order to respond to Water Resources emergencies. On call employees will receive an additional pay of \$25 (twenty-five dollars) when a holiday falls during their on call rotation.

Pager assignments shall cover seven (7) days of the week, beginning and ending at 0700 hours each Monday morning. On call employees will be provided with a pager and must call back within

10 minutes of receiving a message and must arrive at the work site within 50 minutes. The on-call person carrying the pager will be the first person to respond to any callouts. However, if the on-call person is on mandatory rest time, the duty manager will be called.

Should an on-call week become available and no employee signs up to cover the time, the employee with the least amount of overtime on the most current overtime list, and not taking an approved vacation at the time, shall be assigned the week.

Bargaining unit members who are on a vacation of up to two days will be eligible to sign up for the on call rotation during their vacation, subject to the response time requirements outlined above. Bargaining unit members who are on a vacation of two days or more will not be eligible to sign up for the on call rotation during their vacation.

Bargaining unit members who call in sick must speak with their supervisor. The supervisor will arrange for the pager to be given to another employee. If no other bargaining unit member volunteers, the manager may assign on call duties to another member or may use temporary or seasonal employees to fill in until the member returns from sick time.

Storm Watch-The Public Works Director (or designated representative) will have the right to place additional bargaining unit employees on call for a predicted impending storm. Storm Watch personnel must be assigned prior to 12:00 noon of the current work day and prior to 12:00 noon on Friday for weekends or prior to a holiday. Storm watch pay will equal \$25 per day for the employees assigned to storm watch.

All Qualified Public Works Employees shall be given the opportunity to be 'On Call.' Temporary or seasonal employees may be called in as outlined above but will not receive any on-call compensation outside of the regular pay as required under FLSA.

ARTICLE V. UNIFORMS AND EQUIPMENT

A. Uniforms

The City agrees to furnish work uniforms for employees in the bargaining unit that shall consist of work shirts and pants as well as the following related apparel. These items are the only approved uniform apparel. As determined by the City, all appropriate apparel will carry a minimum of City name/logo (at the expense of the City), and optional employee name. The 'City of Winooski' will be the approved name/logo.

Shirts: Five (5) Grey Tee shirts with three (3) replacements allowed per year and two (2) moderate weight sweat or flannel shirts-Green or Grey

Jackets: One (1) light and one (1) heavy winter jacket

Reflective rain jacket & pants: One (1) set

All VOSHA recommended personal protective equipment

On an annual basis, the City will agree to provide access to approved vendors from which each Union member may place orders for items from the following list totaling no more than \$1000 per fiscal year:

- Jeans or work trousers
- Work socks
- Safety shoes/boots
- Winter Weather Gear
- Shorts
- Sweatshirt
- Work gloves
- Other articles or work-related clothing with Supervisor approval

Uniforms are only to be worn during work hours, and kept in clean serviceable condition. Uniforms, footwear, and related apparel will be worn as directed and in a manner to present and maintain a clean and professional appearance. Uniforms may be worn while travelling to and from work and may be worn for reasonable business on the way to and from work. Failure to maintain and/or inappropriate use of uniforms and related apparel at other times may be considered misuse of City property. With Department Head approval, any substantially damaged article of work clothing can be replaced on a case-by-case basis regardless of the wear, without impacting the individual employee's allotment.

B. Equipment

All employees shall sign for tools which they remove from their normal workplace and they shall be responsible for those tools except in the case of a bona fide theft.

ARTICLE VI. DISCIPLINE/DISCHARGE/GRIEVANCE

A. Discipline and Discharge

- (1) An employee who has completed their probationary period shall not be disciplined except for just cause. Any such written action taken by the City shall be subject to the Grievance and Arbitration procedures of this Agreement.
- (2) Disciplinary action by the City may be in the form of oral or written reprimand or suspension without pay. The foregoing is an illustrative and exhaustive list of disciplinary actions which can be utilized by the City. The parties agree that there are appropriate cases that may warrant the City bypassing progressive discipline procedures for applying discipline in different degrees.

- (3) The City shall not discharge any employee without just cause. Prior to discharge, both the employee and the Union Steward shall be notified in writing that the employee is subject to discharge. Such notification shall state the reason(s) for the dismissal and inform the employee of their rights to a Loudermill hearing, that is, to appeal the dismissal to the City Council at Step Three of the Grievance Procedure. Upon the date of discharge (completion of five (5) working days suspension), the Union shall have the right to take up the discharge at Step Three of the Grievance Procedure and the matter shall be handled in accordance with the Grievance Procedure through the Arbitration Step if deemed necessary by either party. The employee shall remain suspended without pay through the completion of the Grievance Procedure.

B. Grievance and Arbitration Procedure

- A. **Definition:** A grievance shall be construed, for the purpose of this Agreement, to mean a claim or dispute involving the interpretation and/or application, either in whole or in part, of any written and presently operative portion or provision of this contract.
- B. **Time Limits:** All the time limits in this Grievance Procedure shall consist of working days. The grievance shall, in all Steps of the formal Grievance Procedure herein provided for, be entitled to be represented by a representative of the Union. No grievance shall be determined except in accordance with the procedures specified in this contract. Failure by the grievant to adhere to those procedures within the specified time periods shall render the grievance null and void. Failure of the appropriate administrative body to render a decision in favor of the grievant shall not be subject to appeal.
- C. **Informal Procedures:** Any objection to management's interpretation of the contract shall be addresses to the individual who made the decision to attempt to resolve the matter prior to entering into a formal grievance process. In no case shall this delay the grievance process by more than five working days.
- D. **Intent:** It is the intention of the parties that grievances be settled at the lowest possible step. Department Union Stewards will therefore be granted reasonable time, subject to the City's operating needs and not to exceed two (2) hours per week, per grievance, to investigate and process filed grievances during working hours without loss of pay. Such time may not be used to initiate grievances.
- E. **Grievance Procedures**
 - a. **Step One-**The Grievant, their representative, or a representative of the Union acting on their behalf shall file with the Director of Public Works, a written grievance setting forth the specific issue(s) being grieved and setting the redress sought. The Director shall, within five (5) working days of their receipt of the grievance, render a decision in writing, copies of which will be sent to the grievant and the Union Steward. The

Director may hold meetings, as they determine necessary, with the grievant, the Union representative or other parties they may deem appropriate to solicit information. No grievance shall be considered unless it is filed at the appropriate step within ten (10) working days of the incident which gave rise to the grievance. If the grievance is not settled at this step, then the parties will proceed to Step Two.

- b. **Step Two**-The grievant, their representative, or a representative acting on their behalf, shall file with the City Manager a written grievance setting forth the specific issue(s) being grieved and the redress sought. The City Manager shall, within seven (7) working days of their receipt of the grievance render a decision in writing, copies of which to be sent to the grievant, the Union Steward and the Department Head involved. The City Manager may hold any meetings they deem necessary to solicit pertinent information.
- c. **Step Three**-If the grievance is not solved at Step Two, the grievant shall, within fifteen (15) working days, personally or through a union representative forward the grievance to the head of the City Council setting forth the reason for the dissatisfaction with the decision rendered at Step Two and outlining the redress sought. The City Council shall, within fifteen (15) working days of the receipt of the grievance, meet either as a whole or by committee, to consider the substance and adjudication of the matter, and shall within five (5) working days after such meeting render a decision, copies of which shall be sent to the grievant, the Union Steward and the City Manager.
- d. **Step Four**-If the grievance is not resolved at Step Three, the grievant shall personally or through a Union representative, within thirty (30) days of receipt of the City Council's decision request binding arbitration on the matter. Such request shall be made in writing and delivered to the City Manager by certified mail. The arbitrator shall be determined by a mutual agreement between a Union representative and the City Manager. Should the parties be unable to agree upon an arbitrator, the arbitration shall be requested from the Federal Mediation and Conciliation Service. Cost of the arbitration shall be borne equally by both parties in the grievance. The arbitrator shall be empowered to include in any award remedies as they judge to be proper, but the arbitrator shall have no power to add to, delete from, amend or in any matter alter the existing contract.
- e. If a grievance is to be filed over a discharge it will be filed at Step Three of the Grievance Procedure.

ARTICLE VII. RATES OF PAY

i. Hourly Wages

- (1) Hourly wages are presented in Appendix A. All employees who receive a satisfactory or higher annual evaluation shall move up one step. Employees who have reached the highest step in the

pay scale, and will no longer receive step increases, will receive the COLA increase outlined below and a \$1,000 one-time bonus to be paid with the first pay check issued after July 1 each year.

- (2) Pay for positions within the bargaining unit will be outlined in a pay scale to include pay grades and steps within each pay grade. The pay scale will be adjusted annually on July 1. For FY23, the adjustment will be 5% plus a \$1000 one-time bonus. Thereafter, annual adjustments will be determined using Consumer Price Index (CPI-U), and will be based on the U.S. Department of Labor statistics for the Northeast Urban zone using the report released for the preceding October to October and will be the 12-month average. If COLA for this period falls below 1% Appendix A increases by 1%. If COLA for this period is between 1% and 2%, Appendix A increases by 2%. If COLA for this period is above 2% Appendix A will increase by the value of COLA.
- (3) The pay plan will consist of three grades Level I, Level II, Level III and twenty (20) steps.
- (4) Positions will be placed in the pay scale based on the minimum qualifications for the position.
 - a. Level I shall be an entry level position and minimum qualifications shall include, but not be limited to, one year of work experience.
 - b. Minimum qualifications for Level II shall include Commercial Drivers' License Minimum qualifications for Level III will include, but not be limited to; a professional license, demonstration of minimum skills outlined in the job description and demonstration of basic leadership skills outlined in the job description.
- (5) Newly hired bargaining unit employees will normally be placed at step one (1) of the pay scale in their grade. At the time of hire and at the request of the Director of Public works, a new employee may be placed at a step higher than step one (1) based on the City's hiring and promotion procedures. In no case shall a newly hired bargaining unit member be placed above a step five (5) in the pay scale.
- (6) Bargaining unit members may be promoted within the pay scale based on the City's hiring and promotion procedures. The hiring and promotion procedure will include but not be limited to:
 - a. Promotion from Level I to Level II when an employee in good standing meets the minimum qualifications for Equipment Operator II.
 - b. Promotion from Level II to Level III may occur when an opening for Level III exists and an employee meets the minimum qualifications for the position. Promotion to Equipment Operator III will require a posting and selection process as outlined in Article I, Section L of this contract and the City's hiring and promotion procedures.
- (7) Bargaining unit members will move up a step in the pay scale each year effective July 1. Members hired after May 1 of each year will not receive a step increase on July 1 of that year, but will receive a step increase the following July 1 and each July 1 thereafter.
- (8) Members who are promoted within the pay scale will move to the step which provides a minimum of a 5% increase in their hourly rate of pay.
- (9) Incentive pay: A \$0.50 per hour raise shall be paid to all members who successfully obtain a

Certified Pool Operator (CPO) Certification.

B. Proficiency Based Promotion

1. Employees will have an opportunity during their annual performance evaluation to discuss with their supervisor an application for promotion to a higher classification based on their capabilities in the areas described in Proficiency Chart for their appropriate division as established by management. An employee who believes that they are capable of performing in all areas at the level required of a higher grade position shall submit a written application to the Director on a form approved by the City and Union.
2. Evaluation - Within thirty (30) days following receipt of an application for promotion, the Director shall meet with the employee and their supervisor to discuss the application for promotion and to review the qualifications of the employee for the higher classification. If the Director is satisfied that the employee meets the requirements for the new position, he shall notify the employee, who shall be promoted to the new classification. The Director may schedule a proficiency evaluation for employees seeking proficiency designation in a skill set for a higher position. In these cases the Director will convene a review panel consisting of three evaluators to determine proficiency according to the Chart. The Panel will consist of the Director, the employee's immediate supervisor, and a peer trainer or an outside evaluator selected by the Director or his designee and skilled in the operation of the appropriate equipment. The panel shall review the employee's qualifications and training, and conduct appropriate skills tests as deemed necessary by the Panel. The results of the review and skills testing, along with the Panel's recommendation, shall be provided to the Director, who shall approve promotions based on positive recommendations from the review panel. Copies of the review and skills testing, along with the Director's determination, shall be provided to the employee. An employee who is determined not qualified for the promotion shall be provided a list of areas and equipment needing improvement, and shall be entitled to reapply for promotion in six (6) months following the previous determination.
3. Training- Employees interested in furthering their skills so as to qualify for promotion may request training on specific equipment or functions to help provide depth of skills within the Department. Such requests shall be made in writing to the employee's immediate supervisor. The City will make training opportunities available to employees requesting it, including periodic training on equipment on a rotating basis, as well as training on equipment at other training facilities, and shall establish training schedules for such employees. Training on equipment shall be balanced with project production, and shall be subject to the operating needs of the Department as well as budgetary considerations. Employees will also be expected to train on equipment on their own time. The City shall allow employees to use equipment after work hours on their own time in order to facilitate such training. Any such training will be done consistent with safety rules agreed to by the parties.

4. Voluntary - The proficiency system will be the only advancement option between EOI and EOII. No employee will be disciplined or otherwise penalized for electing not to seek promotion to a higher classified position. Employees employed as of the date of contract execution in specific grade classifications shall be entitled to remain in those classifications even though they may not meet the proficiency criteria in every area as reflected in the Proficiency Charts established by management, nor shall such employees be required to become proficient in areas not previously required of them for their position unless otherwise mandated by State regulation. Such grandfathered employees who elect to remain in their grade level shall be entitled to continue to perform the job assignments and operate the equipment they have traditionally been assigned and operated, and shall not be involuntarily removed from such assignments or equipment.

B. Shift Differential

- (1) American Federation of State, County and Municipal Employees will receive an additional \$0.75 per hour for work performed on the second shift.
- (2) American Federation of State, County and Municipal Employees will receive an additional \$1.00 per hour for work performed during the third shift.

C. Hiring Practices

The City will hire the best possible candidates for the vacant positions.

The new employee must meet all of the qualifications outlined in the job description for the position. Pay scale placement for newly hired employees is outlined in Section A Hourly Wages. Decisions on placement will be at the time of hire and not be negotiable thereafter.

D. Pay Period

Employees shall be paid on a biweekly basis for hours worked during the previous two weeks.

ARTICLE VIII. MISCELLANEOUS

A. Employee Protection

It shall be the responsibility of the City to keep all equipment in safe operating condition; likewise, it shall be the responsibility of each individual employee to report any unsafe condition(s) immediately to their supervisor.

B. Bulletin Boards

Announcements shall be posted in conspicuous places where employees enter and/or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of

routine matters, agree that it would be improper to post derogatory or inflammatory written material on such bulletin boards. Notices posted on bulletin boards shall not be removed by either party to this Agreement without permission from the party posting such notice.

C. Personnel Records and Files

The information in an employee file is available to the employee at any time. The file itself (paper records) is the property of the City. Should the employee wish to have a copy of the contents of their file, they shall make an appointment with Human Resources to receive a copy. The employee is free to verify the completeness of the record under the supervision of a staff member from Human Resources.

- (1) No written material concerning an employee's conduct, service, character, personality or fitness for employment shall be placed in the employee's file unless the employee first has the opportunity to examine and/or copy such material.
- (2) Employees shall acknowledge that they have had an opportunity to examine such material by affixing their signature on the actual document to be placed in their personnel file. Such signature shall not be deemed to signify the employee's agreement with any of the material in the document but merely an indication that they had an opportunity to read and inspect it.
- (3) Employees have the right to see and/or reproduce the contents of their personnel file at any time during working hours.
- (4) Letters of reprimand, warning or written records of relief from duty which are more than one (1) year old and have not resulted in any further discipline against the employee shall be removed from the employee's personnel file and destroyed.

D. Weather Condition

- (1) Employees shall not be required to do any unreasonable work in the open (outside) during inclement weather, but the employee(s) must carry out assignment(s) given to them during an emergency.
- (2) The City is sensitive to employees working in temperature extremes. The Director of Public Works or their designee at their discretion, shall make reasonable efforts when the temperature is zero (0) degrees Fahrenheit or lower or ninety (90) degrees Fahrenheit or higher, to ensure employees will not be required to perform outside duties outside of the normal practice except in emergency situations.

E. Harassment

The policy on sexual and other forms of harassment shall be outlined in the City's Personnel Manual. The City agrees to maintain a policy that complies with Federal and State law. The

Steward will be notified of any changes made due to changes in state statute or federal law. Any changes to the policy that apply outside of legal requirement will require bargaining. Nothing in this practice shall prevent the City and the Union from bargaining for special benefits above and beyond that which is legally required under this policy.

F. Benefits Outside of Contract

A.F.S.C.M.E. members are entitled to any benefit afforded non-exempt staff who are not members of a bargaining unit as outlined in the City’s Human Resource Manual except where otherwise specifically noted in this contract. Such that benefits in this contract are referred to first, and benefits in the Personnel Policy are applied only where the contract is silent.

G. Arbitration and No Strike

The parties agree that in future negotiations the impasse resolution process shall include mediation. Final and binding arbitration in accordance with Section 1733 of the Municipal Employee Relations Act may be mutually agreed to by the Union and the City in the ground rules agreement for bargaining towards successor agreements. The parties further agree that when such an arbitration agreement is part of the ground rules for bargaining a successor agreement that employees with such agreement to arbitrate shall not have the right to strike.

H. Work Hours Communication:

The use of personal cell phones will not be the main link of communication during work hours. CB radios or City provided cell phones will be the main communication. After work hours will be a pager for on-call use and personal phone use for call ins only.

I. Commercial Drives license:

Class and Training will be provided by the City of Winooski. If The City pays for an employee to take a CDL training course, the employee will stay employed with the City for a minimum of two years after completion or if the employee chooses to separate from the City, they shall repay the cost of the course at time of separation.

ARTICLE IX. Code Enforcement Officers

Full-time Code Enforcement Officers (CEOs) shall receive all the rights and protections

afforded to AFCSME members under the Agreement with the exceptions below. Any and all reference in this Agreement to “Public Works Director” and “Manager” or “Supervisor” shall be considered synonymous with “Parking Enforcement and Manager.”

- a. Article I, Section B(2): Code Enforcement Officers will continue to enforce parking, life, health and safety codes of the City in tandem with and at the direction of the Fire Chief, the Assistant Fire Marshal/Fire Captain and the uniformed services division of the Police Department.
- b. Article I, Section H (1): Probation. Code Enforcement Officers shall have a probationary period of six (6) months.
- c. Article I, Section I – Code Enforcement Officers shall accrue seniority pursuant to items (1) and (2) in this section, but will have a separate seniority list from Department of Public Works employees for the purposes of all cases of promotion; transfer; decrease or increase in workforce; assignment to shift work; vacation period; Section J: Workforce Reduction Procedure; and Section L: Job Posting.
- d. Article III, Section B (2): In the event a holiday falls on a day the employee is not scheduled to work they will recognize it the closest scheduled work shift.
- e. Article III, Section G (3): Vacation time shall be earned on a biweekly basis proportionally for number of regular hours based on a 40 hour work week.
- f. Article III, Section Q: Code Enforcement Officers are enrolled in the City’s 401 retirement plan with City contributions of at least 5%. Should the Code Enforcement Officer also enroll in the voluntary 457 plan and contribute an amount of 6% or more, the City will increase its contribution to the 401 plan up to 6% of the member’s gross pay.
- g. Article IV: Code Enforcement Officers will be scheduled based on operational/municipal needs, including but not limited to 10-hour work days, a workweek based on a Sunday-Saturday schedule, and weekend days. CEOs will be scheduled for 30- hour work weeks. In the event that shift changes are necessary, CEOs shall be given 3 days’ notice. Shift changes are defined as short term schedule changes, including but not limited to coverage for planned or unplanned paid time off. Overtime will be based on operational needs. Overtime is defined as work performed in excess of forty (40) hours per week. Overtime pay is defined as 1 ½ times the employee’s regular rate. In the event that the City of Winooski must make changes to CEO work schedules to meet operational/municipal needs, the City will do so with thirty (30) days’ notice to the CEOs. Work schedules are defined as length of shift, number of work days per week, shift start time and end times, number of consecutive days worked, and days off. CEOs will not partake in any Street Team or Water Resources Team on call rotation.
- h. Article IV, Section C (5): There are no shifts for Code Enforcement Officer positions.
- i. Article V, Section A. Uniforms: The City shall provide CEOs with the following:
 - Polo shirts (5)

- j. Lined pants (2) Article VII. Rates of Pay: (9) CEOs shall be paid a premium of one dollar (\$1) per hour whenever they are training a new employee who is still on probation. This training premium will not be paid for more than six (6) weeks.

ARTICLE X. FINAL RESOLUTION AND DURATION OF AGREEMENT

A. Agreement

The City and the Union agree to meet no later than March 15, 2025, for the purpose of negotiations in a good faith effort to reach agreement for the year beginning July 1, 2025.

B. Duration

This Agreement shall be effective as of the first day of July, 2022 and shall remain in full force and effect until the 30th of June, 2025. 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.

C. Termination and Legality

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 X. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties here to set their hand and seals this _____ day of _____ by their duly authorized representatives.

WITNESSES

CITY OF WINOOSKI

By: _____

AMERICAN FEDERATION OF STATE

**COUNTY AND MUNICIPAL
EMPLOYEES LOCAL 1343**

By: _____

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

By: _____

APPENDIX A. Pay Scale

FY23										
	1	2	3	4	5	6	7	8	9	10
EO1	\$18.77	\$19.14	\$19.53	\$19.92	\$20.31	\$20.72	\$21.14	\$21.56	\$21.99	\$22.43
EO2	\$21.11	\$21.54	\$21.97	\$22.41	\$22.85	\$23.31	\$23.78	\$24.25	\$24.74	\$25.23
EO3	\$23.46	\$23.93	\$24.41	\$24.90	\$25.39	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04
Code	\$18.90	\$19.28	\$19.68	\$20.07	\$20.47	\$20.88	\$21.30	\$21.72	\$22.16	\$22.60
	11	12	13	14	15	16	17	18	19	20
EO1	\$22.88	\$23.34	\$23.80	\$24.28	\$24.76	\$25.26	\$25.76	\$26.28	\$26.80	\$27.34
EO2	\$25.74	\$26.25	\$26.78	\$27.31	\$27.86	\$28.42	\$28.98	\$29.56	\$30.16	\$30.76
EO3	\$28.60	\$29.17	\$29.75	\$30.35	\$30.95	\$31.57	\$32.20	\$32.85	\$33.51	\$34.18
Code	\$23.05	\$23.52	\$23.99	\$24.47	\$24.96	\$25.45	\$25.96	\$26.48	\$27.01	\$27.55

APPENDIX B. Employee Rights under the Family and Medical Leave Act

See following page for the poster.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

