

TOWN OF MILTON, VERMONT

PUBLIC WORKS AGREEMENT

and the

**A.F.S.C.M.E. COUNCIL 93,
LOCAL 1343. AFL-CIO
CHAPTER 10**

July 1, 2021 – June 30, 2024

6/28/2021 version

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ARTICLE I- GENERAL PROVISIONS

SECTION 101 – Recognition

The Town of Milton recognizes Local 1343, AFSCME Council 93, AFL-CIO, as the exclusive bargaining representative of employees of the Highway, and Water/Wastewater Divisions, and Administrative Division employees in several Town of Milton departments as listed in the “position listing” attached to this document as Appendix A.

SECTION 102 - Distribution of Agreement

The Union shall furnish each employee a copy of this Agreement. New employees shall be furnished a copy on the date of hire.

SECTION 103 - Savings Clause

Should any provision or any portion of a provision of this Agreement be held to violate a Federal or State law, all other provisions shall remain in force. In this case the Employer and the Union shall meet within forty-five (45) days to negotiate new language.

SECTION 104 - Modification of Agreement

No agreement, alteration, understanding, variation, waiver or modification of this agreement shall be made by any employee or group of employees with the Employer and in no case shall be binding upon the parties hereto, unless such agreement is made in writing and ratified by the Union and the Employer. The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

SECTION 105 - Duration of Agreement

A. This Agreement shall be in effect from July 1, 2021 until June 30, 2024.

B. Either party may notify the other party of its desire to modify this Agreement by written notice postmarked no later than January 1st proceeding the first day of July upon which the successor agreement would become effective.

C. This Agreement shall be automatically extended unless either party gives written notice of a desire to modify or amend the Agreement at least six (6) months prior to the expiration date of this Agreement. During negotiations, this Agreement shall remain in full force and effect.

SECTION 106 - Non-Discrimination

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, ethnicity, religion, color, creed, national origin, sex, age, disability, sexual orientation, marital status, political affiliation, status as a U.S. veteran or membership in the Union.

SECTION 107 - Personnel Rules and Regulations

This Agreement supersedes the Personnel Rules and Regulations. Any rule or regulation not specifically altered by this Agreement shall remain in full force and effect. Rules and Regulations of the Town of Milton shall prevail where they are not in conflict with this Agreement.

SECTION 108 - Management Rights

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the operation of the Town departments and the direction of the working force, 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 maintain the efficiency of the departments and their employees; to determine the staffing in jobs; to create, revise and eliminate jobs; formulate or promulgate ordinances or other regulations incidental to the management of the Town affecting the public health, safety and welfare; to hire and terminate; to require physical examinations on a case by case basis; to conduct alcohol and drug testing, to maintain order, and to suspend, demote, discipline, and discharge employees for just cause are rights solely of the Town.

No job description shall include the words, or words to the effect, of the "other duties as assigned." Where such words, or words to that effect, may presently exist, they shall be changed to state "other related duties as assigned." Here it is mutually agreed by the Town and the Union that even while the Town has the broad authority to assign duties to Union members which otherwise may not be listed in the job descriptions, it is also understood that assigned duties must relate to the general scope of work traditionally assigned to the position in question.

SECTION 109 - No Strike no Lockout

The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. The Union agrees; therefore, that during the term of this Agreement there shall be no strikes, work stoppages or other concerted refusals to perform work by the employees covered by this Agreement.

The Town agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

Any disciplinary measures taken by the Town against employees who violate this Article shall not be reviewable through the grievance procedure, except on the defense that the employee did not in fact interrupt work as defined.

In the event of any violation of paragraph 1 of this Section, there shall be no financial liability on the part of the Signatory International union, Local and/or officers thereof, provided that the Signatory International and Local union involved 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 strike, work stoppage or other concerted action by the employees.

Under no circumstances will any worker covered by this agreement be required to cross a Union picket line.

ARTICLE 2 - UNION RIGHTS

SECTION 201 - Union Security Clause

All employees in the Bargaining Unit must, as a condition of employment, be a Member of the Union or pay an agency fee equal to Union dues beginning with the first day of the month following the completion of the probationary period. Members shall start paying Union dues or agency fee beginning with the first day of the month following the end of probation. The Union agrees to provide all agency fee payers with an annual written notice of their right to apply for a refund of that portion of their agency fee payments to which they may be entitled as required by law.

SECTION 202 - Payroll Deduction of Union Dues

The Employer agrees to deduct Union dues, as certified by the Union, each pay period and remit to the Treasurer of the Union within fifteen (15) working days after the month in which the dues were deducted. Such remittance shall be accompanied by a list of employees with the amount deducted for each.

Union members shall remain Union members for the life of this agreement. Union members may only resigned from the Union during the 45-day window prior to the expiration of this agreement by providing a signed resignation letter to both the Union and the Town. Existing AFSCME members will be proactively informed of their rights under the Janus ruling before this Contract is in force and union-track staff coming off probation during the term of this agreement will be informed of their rights under Janus prior to making a decision to join.

SECTION 203 - PEOPLE Deductions

The Employer agrees to deduct from the wages of any employee who is a Member of the Union a PEOPLE deduction as provided for in a written authorization. The Employer 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 deductions have been made and the amount deducted during the period covered by the remittance. PEOPLE (Public Employees Organized to Promote Legislative Equality) is an AFSCME Political Action Committee.

SECTION 204 - Union Committees

- A. The grievance committee shall consist of the Union Chairperson, Steward and Grievant(s).
- B. The negotiation committee shall consist of the Union Representative and two Members of the bargaining unit.
- C. Members of the grievance and negotiating committees shall be paid for all pre-approved straight time investigating grievances and attending joint meetings between committee Members and the employer. All meetings shall be scheduled during normal working hours.

Union representatives shall not be compensated for time spent in grievance and adjustment meetings outside their regular working hours. Union representatives will not be compensated for time spent in conventions, in handling internal Union affairs or in preparing for Union/Town meetings. The Town may, on a case by case basis, pre-approve Union related training concepts

that fall under Section 304.

SECTION 205 - Visitation

Union representatives shall be granted access to employees during working hours, for discussion of grievances and negotiations, provided work is not unreasonably interfered with.

ARTICLE 3 - WORKING CONDITIONS

SECTION 301 - Hours of Work

Normal working hours for the Public Works Department are 7:00 AM to 3:30 PM., Monday through Friday with one half (1/2) hour for lunch. Summer hours for the Highway Division between Memorial Day and Labor Day will be 6:00AM through 4:00PM. This will be known as "summer hour work schedule". Summer hours may be extended to earlier in to the spring or into the fall upon discretion of the Town. The Highway Division supervisor will design the summer hour work schedule to ensure appropriate work coverage Monday through Friday. Changes to an employees work schedule will be given with reasonable notice and will not be unreasonably changed. The summer hours agreement continuance is subject to positive division (Highway Division) annual performance evaluation by the department. Supervisor. Normal working hours for the finance, planning, zoning and clerk offices shall be 8:00AM to 5:00 PM, Monday through Friday, with one hour for lunch. Custodian hours will be flexible.

SECTION 302 - Pay Day

Compensation will be received on Fridays on a bi-weekly basis, no earlier than 8:00 a.m. in the Town Managers office.

SECTION 303 - Health and Safety

The Town of Milton and its employees agree to be vigilant in pursuit of a safe and healthy working environment. Towards this goal, the employees will observe current safety measures in the work place at all times. The employees agree to participate in safety training and health and safety committees as organized. The Highway Division will designate no less than one employee to serve on a Wellness Committee, to advise the Town on areas to improve health and wellness for employees.

SECTION 304 - Training

Employees are encouraged to discuss promotional opportunities with their Supervisors and/or Division Heads. Whenever possible, in-service training programs may be established in conjunction with the daily work schedule, which may provide assistance in preparing for promotional opportunities.

On the job training: An in-service training program shall be established to prepare mid-management (and prospective mid-management) personnel for the duties and responsibilities of management positions. At a minimum, employees identified for potential management roles will be required to attend a training program, approved by the Town Manager, in all of the following areas: communication skills, project management, and critical thinking skills.

Additionally, on the job training programs for all employees shall be established and shall include demonstrations, assignments or reading material, lecture courses or other devices as may be available for the purpose of improving the effectiveness and broadening the knowledge of employees in the performance of their duties. All Town employees may be required to engage in such on-the-job training or outside training as may be deemed necessary or desirable by the Town Manager and the appropriate Division Head.

Orientation - To assist new Town employees, each new employee shall receive an orientation to the Town Division and position. This orientation shall include, but not be limited to:

- Town Policies
- Specific policies and procedures of the Division
- An introduction to co-workers
- A review of the expectations and requirements of the position, with an identification of significant dates or deadlines
- Training in specific job functions or operation in which the employee is not specifically trained. Such training will normally be provided by the Supervisor or designated co-worker. Training here does not include external training which would require time off from the job or additional expense to the Town except in the case of the police department.

SECTION 305 - Tuition Reimbursement

Employees will be reimbursed 100% for tuition cost as funds permit for pre-approved, successfully completed courses that are either part of a job related degree program or specific to the employee's immediate position. Successful completion is considered a completion grade of B- or better.

SECTION 306 - Licenses

The Town of Milton will cover the expenses for renewing a Commercial Driver's license (CDL), Water licenses and or Wastewater licenses for the maximum time period permitted under Department of Motor Vehicles or the appropriate regulatory agency guidelines. It is expected that the employee will retain their required license in good standing. Loss of the CDL shall be considered just cause for discharge. This is particularly true if the employee is also in violation of the Town of Milton Drug and Alcohol Policy.

SECTION 307- Clothing

A. Winter clothing allowance for Water and Sewer: One (1) pair of insulated overalls and one coat for each employee during the term of this Agreement, supplied and owned by the Town to be stored in the work place, except for unusual circumstances.

B. The Town of Milton will provide each Public Works Department employee with 7 short sleeved and 7 long sleeved T-Shirts, 2 heavy duty sweatshirts with similar insignia, and 2 jackets bearing the Town's insignia and name. Annually, after the initial distribution, the Town will provide 5 replacement T-Shirts in each sleeve length, 2 sweatshirts and 1 jacket. DPW employees will have an annual stipend of \$200 with a vendor of the Town's choice, to be used for the purchase of pants and/or shorts of their choosing.

C. Protective equipment- The Town of Milton agrees to provide coverage for acceptable

safety toed boots for \$230 annually during the term of this agreement. This benefit will be pro-rated for each Public Works employee given their approximate length of service within this Agreement. The Town also agrees to provide a hard hat and safety boots for the Zoning Administrator/Health Officer as may be needed, but not more frequently than once per year.

D. The Town agrees to purchase each member assigned to the public works duties a pair of rubber boots for their use.

E. The Town agrees to provide up to \$100 per year in Town of Milton branded apparel for employees not otherwise provided clothing under this section.

F. At the discretion of the employer, employees who leave Town employment within thirty (30) days of using their clothing stipends may have the cost of such clothing withheld from their final paycheck.

G. Any member with a suitable quantity of work clothing, in good repair, at the discretion of their supervisor, may choose to receive a stipend once per fiscal year equal to 50% of the usual cost of one or more of those items. This includes insulated overalls, coats, short and long sleeved t-shirts, sweatshirts, pants and shorts. For members covered by the \$100 per year allowance for Milton branded apparel, they may also choose a stipend for \$50 per fiscal year in lieu of purchasing those items.

SECTION 308 – On-Call

Water/Wastewater On-Call Pay and Rotation

Effective July 1, 2018, an employee designated as on-call will receive a stipend of \$140 per week. Effective July 1, 2019 an employee designated as on-call will receive a stipend of \$155 per week. Effective July 1, 2020 an employee designated as on-call will receive a stipend of \$185 per week. Hours worked shall include vacation time, sick time, compensatory time, doctor appointment time, and personal leave. In no case shall an employee who is away from the area on any combined leave be eligible for the on-call differential.

ARTICLE 4 - COMPENSATION

SECTION 401 - Rate of Pay

- Effective July 1, 2021, there will be 2% annual Base Pay adjustment with 1% Step increase. Effective July 1, 2022, there will be 1.5% annual Base Pay adjustment with 1% Step increase. Effective July 1, 2023, there will be 1% annual Base Pay adjustment with 1% Step increase.
- A. All Bargaining Unit Members who are not at the maximum step of the attached Wage and Classification Schedule shall advance to the next higher step on July 1 of this agreement.

- B. Bargaining Unit Members who are at the maximum step of their job grade on July 1, 2021 shall receive the full 2% annual Base Pay adjustment with 1% Step increase.
- C. Between July 1, 2021 and October 31, 2021, the Town & Union shall work towards an adjustment of the grade and step scale to ensure no current Union members remain at the top step of their pay grade, thus allowing for full step and COLA adjustments each July 1 of the last two years of the new contract. This task shall be completed prior to Jul 1, 2022.

SECTION 402 - Overtime

- A. Overtime will be paid to non-exempt employees compensated on an hourly basis, working in excess of forty (40) hours per pay period. The pay period begins Sunday at 12:00 AM and ends on Saturday at 11:59 PM.

SECTION 403 - Call In

Public Works employees who are paid on an hourly basis who have left their place of employment and are recalled to work prior to their normal shift shall be guaranteed a minimum of four (4) hours pay. However, employees who are called in to work early, one (1) hour or less prior to the start of their shift shall receive a minimum of 2 hours pay.

ARTICLE 5 - FRINGE BENEFITS

SECTION 501 - Vacations

- A. All full time permanent employees are eligible for the following paid annual leave benefits:

<u>YEARS OF SERVICE</u>	<u>DAYS</u>	<u>PER MONTH</u>
<u>START DATE THROUGH YEAR FOUR (4) INCLUSIVE</u>	<u>10</u>	<u>0.833</u>
<u>FIRST DAY OF YEAR FIVE (5) THROUGH YEAR FOURTEEN (14) INCLUSIVE</u>	<u>17</u>	<u>1.417</u>
<u>FIRST DAY OF YEAR FIFTEEN (15) OR MORE INCLUSIVE</u>	<u>22</u>	<u>1.833</u>

- B. The schedule above will apply to all individuals in this bargaining unit.

C. Employees leave requests are to be filed with and approved by the Division Head (in the case of a Division Head the Town Manager). All employees shall take at least one block of five (5) vacation days per fiscal year. This is to insure adequate time away from duty for rest and relaxation. This block of vacation time shall include five (5) vacation days within a seven (7) day period. Vacation time shall be submitted for approval to the Division Head or his/her designee. Requests for blocks of leave of five (5) days or more shall be submitted for approval no less than eight (8) weeks prior to the start of vacation time. Requests to take more than two (2) full calendar weeks at one time must have prior specific approval from the Town Manager upon recommendation by the Department Head. Working in lieu of vacation shall not be permitted except in emergency as declared by the Division Head and/or Town Manager, but in

no event without the approval to the Town Manager.

All other requests for annual leave time may be granted if submitted for approval at least seven (7) days before the leave is to occur. Approval of leave requests submitted less than seven (7) days prior to the date requested shall be at the discretion of the Department Head and his/her designee. Vacation time may be taken in any increment provided that it is pre-approved.

D. Employees may use vacation time for or in lieu of sick leave, bereavement leave, compensatory time or personal leave.

E. Employees suffering from any illness/injury, prior to or during their annual leave, and upon reasonable notification to the Division Head, (in the case of a Division Head - Town Manager) shall be entitled to convert those days to sick leave days. The Division Head/Town Manager may request verification by requiring a certificate from an attending physician if the conversion is to be in excess of three (3) days.

F. Employees may convert accrued sick time into vacation days at a ratio of three (3) sick days = (1) vacation day, up to a maximum total of up to (3) vacation days annually.

G. Monetary compensation shall not be exchanged for vacation time.

H. No more than twenty (20) annual leave days (160 hours) accrued may be carried into the next fiscal year by an employee except in the most unusual circumstances and only with prior written approval of the Town Manager. Probationary employees in the first instance are exempt from this provision.

I. In the event of death of an employee the Town shall pay to the surviving spouse, parent(s), children or if none the deceased's estate, one hundred percent (100%) of the total accumulated unused annual leave (sick & vacation).

J. If a permanent employee retires or resigns from the service of the Town, or is otherwise discontinued there from, except for cause, he/she shall be entitled to receive a lump sum payment of all accumulated annual vacation leave.

SECTION 502 - Holidays

A. All full time employees will be paid the following twelve (12) official holidays:

New Year's Day	Fourth of July	Thanksgiving
Martin Luther King, Jr. Day	Labor Day	day after Thanksgiving
President's Day	Indigenous Peoples Day	Christmas Eve
Memorial Day	Veteran's Day	Christmas

B. If a holiday falls on a weekend, Saturday holidays shall be designated as Friday off. Sunday holidays are designated as Monday off. If a holiday falls on a Friday or weekend during the "summer hour schedule" then Friday or Saturday holidays are designated as Thursday off.

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Sunday holidays are designated as Monday off.

C. If a holiday occurs during an employee's regular scheduled vacation the holiday does not lose its identity. The extra day may be added to the employee's regular scheduled vacation or taken at another time with the approval of the Division Head.

D. Employees must be at work the day before and the day after the holiday in order to be compensated for the holiday. Any absences before and/or after the holiday must be approved by the Division Head in order to be compensated for the holiday.

E. Non-exempt employees who are required and/or authorized to work on a holiday shall be paid at one and one-half (1.5) times the regular rate of pay for these holidays, in addition to the amount they are entitled to as a regular rate of pay for these holidays resulting in an actual payment of two and one half (2.5) times their regular pay. Employees who are required to work on July 4th, Thanksgiving Day, Christmas Day or New Year's Day shall receive two (2) times the regular rate of pay for these holidays in addition to the amount they are entitled to as a regular paid holiday resulting in actual payments of three (3) times their regular pay.

F. Exempt employees who opt to work on a holiday shall be allowed to take compensatory time at another time of their choice with the approval of the Town Manager.

G. Temporary and part time probationary employees are not eligible for holiday pay.

H. Non-exempt full time employees wishing to observe a religious holiday not listed above shall, at their option, be given time off without pay or have the time charged to their accrued vacation.

SECTION 503 - Sick Leave

Full time employees for the Town shall be authorized sick leave. Sick leave is a privilege that is to be used for the sole purpose of providing wage continuation when an employee is incapacitated due to illness or non-job related injury for medical treatment and for exposure to contagious disease when attendance and duties jeopardize the health of others. This provision extends to illness of a Member of the employee's household that requires the employee's personal care and attention. The sick leave policy shall be as follows:

A. All employees shall be entitled to sick leave in accordance with the following schedule:

1. Twelve (12) days per year. Accumulation begins on first day of continuous service.

2. Employees may accrue up to a total of one hundred (100) sick days (800 hours).

B. A certificate of illness from a doctor may be required to receive sick leave for more than three (3) consecutive working days or five (5) calendar days.

C. In the event of death in-line-of-duty of an Employee, the Town shall pay to the surviving

spouse, parent(s), children or if none the deceased's estate, one hundred percent (100%) of the total accumulated unused sick leave up to the maximum allowed accumulation as stipulated in paragraphs A. and B. of this section.

D. An employee absent on account of illness or injury shall promptly notify his/her Supervisor, Department Head or other person.

E. In cases where the Town questions a Member's use of sick leave, the Town may require a physical examination at the Town's expense.

F. Sick leave shall not be payable to any employee who is injured while in the employ of an outside employer.

G. To receive compensation while on sick leave an employee must notify his/her Division Head prior to or within four (4) hours after the time set for the beginning of his/her regular duties.

H. The Town will allow employees time off for doctor, dentist, hospital or other medical related appointments for a maximum of four (4) hours per contract year. Use of this time is approved by an employee's supervisor under normal procedures.

I. AFSCME employees may request payment for two (2) days of sick leave (8 hours per day) when the employee uses five (5) days or less of sick leave during a Fiscal Year. This request may be made at the end of each Fiscal Year and is subject to the approval of the Town Manager.

J. Employees may donate sick leave to another employee based on the Town's donation policy and on a pro-rated, dollar-for-dollar basis, between employees donating to a colleague with differing compensation.

SECTION 504 - Military Leave

To the extent of applicability to the Town and the eligibility of the Member, the Town shall observe the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §§ 4301 et seq. and 21 V.S.A. Chapter 5, subchapter 5 (Employment Rights for Reserve and National Guard Members), both as may be amended. In order to qualify for leave or other benefits thereunder provided, a Member is required to meet all criteria and notice obligations imposed under these statutes and applicable regulations. To the extent this Agreement provides a benefit greater than required by statute, in such case this Agreement's provision shall apply.

A. Any full time Employee who enters the active Armed Forces of the United States for a period not exceeding four (4) years (plus any involuntary extension) shall be granted a leave of absence without pay. If a voluntary extension not exceeding one (1) year is requested by the federal government, the leave shall be so extended.

B. Upon discharge from the Armed Forces the Employee shall be eligible for re-employment by the Town in the capacity in which employed at the time of departure or in a position of like seniority, status and pay, provided that an honorable discharge has been received; their service was satisfactory, they are physically and mentally able, with or without reasonable accommodation, to perform the essential functions of the available positions. An Employee returning from military leave shall submit a letter of intent regarding re-employment to the Town Manager not less than thirty (30) days preceding termination. Failure to do so shall result in forfeiture of any reinstatement rights.

C. Reserve Duty: Military leave of fifteen (15) days or less shall be granted in accordance with provisions of State Law. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of Military Regulations to determine when such leave is taken. Whenever possible, the employee involved shall notify the Division Head of such leave requested ten (10) working days in advance of the beginning date of such leave.

For any leave taken under this section, the employee may request that the Town make up the difference between the employee's compensation from military service, and the compensation the employee would have received were they working directly for the Town during the leave period. The income from military service during periods when the employee would not normally have been on Town duty (such as weekends) shall be excluded from the military income for this calculation, as will any non-salary allowances such as housing and separate rations allowances. As part of any such request the employee shall provide adequate information for the Town to determine which days the employee is entitled to additional pay, and the amount of pay due. Submission of military pay records such as copies of Leave and Earnings statements will be sufficient to meet this requirement.

SECTION 505 - Personal Leave

All full time employees shall be allowed two (2) non-cumulative Personal Days per fiscal year for religious, social or personal need. A Member shall provide his/her Division Head with as much notice as possible of the date selected for such date.

Effective, July 1, 2014 personal leave may be taken in blocks of one (1) hour.

SECTION 506 – Town Insurance

SECTION 506 A. Town Health Insurance Program

The Town provides all eligible members and their dependents with the opportunity to participate in the Town's medical and hospitalization insurance (referred to as the "Town Health Insurance Program" or "Town Health Insurance Plan" in this section.) Members may enroll in the Health Insurance Program on the first day of the first full month after they begin service with the Town. Members should verify coverage start date at the time of their enrollment. A copy of the current Town Health Insurance Plan is attached to and considered part of this contract.

At any point at which the Town determines it needs to switch health insurance carriers and/or

change health insurance programs, the Union agrees to a limited re-opener of the contract to negotiate over health insurance.

- A. The Town will be responsible for 56% of the deductible amount in FY '18 by making contributions to a Health Savings Account set up by the member. The Town's contribution to the Health Savings Account will be pro-rated for new hires with respect to their date of hire. The Town contributions to Member's Health Savings Accounts will be based upon the following schedule:
 - 50% of the Town contribution with the first payroll processed following January 1
 - 50% of the Town contribution with the first payroll processed following July 1
- B. The Town will provide employees a stipend, in lieu of health insurance, at a rate of \$4,500 per year for opting out of a single person coverage; \$6,000 per year for opting out of two-person coverage; \$7,000 per year for opting out of family coverage if the employee provides proof that they are covered by other health insurance. An employee shall not receive such stipend when both spouses work for the Town. For this purpose, the Town includes Town, School and Water/Wastewater. Further, the Town will not provide Health and Dental coverage if an employee is already covered by the same or similar health and/or dental plan. If the employee is found to have dual coverage within the Town, the employee must pay back to the Town an amount equal to the premiums paid by the Town during dual coverage. The Town at its discretion may offer a greater stipend but is not contractually obligated to do so.
- C. The Town will make available to retired Members of the bargaining unit and their dependents any medical insurance the Town is permitted to offer, at no expense to the Town.
- D. Effective for the length of this contract, and reviewable effective July 1 of each year, employees shall pay 1.5% of base pay as a contribution to health insurance. To ensure parity across bargaining units the Town agrees to match the health care contribution rate of the Milton Police Benevolence Association on a year-by-year basis insofar as if the Police pay less, so too shall members of this bargaining unit.

SECTION 506 B.- Optical Care

The Town provides vision insurance to all full time staff and dependents with the premium paid by the Town.

SECTION 506 C. - Dental Insurance

The Town provides dental insurance to all full time staff and dependents with the premium paid by the Town.

SECTION 506 D. - Life Insurance

The Town provides a Life Insurance Policy for all employees with the premium being entirely paid by the Town.

A. Continuation of coverage with Premium Payment: If an employee becomes totally disabled for a period of up to nine (9) consecutive months, his/her group life insurance will remain in force, if during that time the employee pays the premium to the Town.

B. Premium waiver for extended Disability: If the disability continues past nine (9) months, the Town will not be required to maintain the insurance.

C. Commencement of Coverage: Eligible employees are covered on the first of the calendar month coinciding with or next following, one (1) month continuous service.

D. Employees shall receive life insurance in the amount equal to two (2) times an employee's annual salary up to \$200,000.00 effective October 1, 2006.

SECTION 506 E. Long Term Disability

The Town of Milton shall provide employees Long Term Disability Insurance at no cost to the employee. The plan will contain a 90 day elimination period and will pay 60% of base pay up to \$6,000.00 per month up to age 65. Implementation of this program shall occur no later than July 1, 2006. An employee on long term disability shall be entitled to return to a job for one year from the first day of absence without the loss of pay or benefits. This provision does not apply to employees on initial probation. The Town, at its discretion, may terminate an employee on non-work related disability for more than one year.

SECTION 506 F. Short-Term Disability Insurance

Effective January 1, 2010 the Town will provide Short Term Disability insurance at no cost to the Member. The Plan contains a fourteen (14) day elimination period due to injury and sickness. The Plan will pay sixty percent (60%) of the weekly earnings to a maximum benefit of one thousand one hundred dollars (\$1,100) per week.

SECTION 507 - Pension

Agreement between the State of Vermont and the Town of Milton.

A. The Town and the employees of the Town of Milton elected to be covered by old age and survivors insurance (OASI) (Social Security).

B. The Town agreed that all appropriate provisions representing old age and survivor's insurance coverage, as continued in Title II of the Federal Social Security Act 3371 ET seq. of the Vermont Revised Statutes Annotated as amended, shall be part of the agreement.

C. All its employees will be covered by the plan except those performing services specifically excluded by Federal and State Law.

D. The provisions of the manual of rules and regulations (as it is now and may be amended from time to time) issued by the State of Vermont are part of the agreement.

E. The Town shall appropriate and set aside sufficient funds to make the necessary wage contribution payments required for the insurance and administrative cost.

F. The Town joined the Vermont Municipal Employees Retirement System (VMERS) effective July 1, 1995 under the following guidelines:

1. Effective July 1, 1995, all full time employees, having completed one (1) full year of satisfactory, continuous service, with the Town of Milton, may participate in the Vermont State Employee Retirement Plan, and will be credited with one (1) year of service with the Plan.
2. Employees hired after July 1, 2000 will be enrolled in either the VMERS Plan "B" or defined contribution "DC" program ninety (90) days from the date of hire. This is an irrevocable option. New employees who fail to elect to participate in the DC program within the 90 days will automatically be placed in the "B" plan upon reaching the end of that period.
3. Employee's in the "A" plan may elect annually to convert to the "B" plan, according to existing VMERS rules for voting and plan conversion.

SECTION 508 – Bereavement

A. Purpose - The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by death of an immediate family member of his/her family and to relieve themselves of concern over the loss of earnings on the regularly scheduled work days immediately following the death. If a death and/or funeral occur during the employee's vacation, the employee, at his/her choosing, may convert those vacation days to be charged against sick leave.

B. For purposes of this section, the term "immediate family" includes only: spouse, domestic partner (to be inclusive of same-sex domestic partners), children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, great grandparents, a person for whom the employee or the employee's spouse is the legal guardian, and any other relative domiciled in the employee's household.

C. Bereavement Leave General - An employee may request and the Town Manager, upon recommendation of the Division Head or his/her designee may grant bereavement leave not to exceed two (2) days for family members other than those listed in B. above. Any leave granted in this case shall be charged against the employee's accumulated sick leave, if any.

D. In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) days paid leave unless the family member is an employee's spouse, domestic partner or (same-sex domestic partner), or child or step-child in which case the employee will be entitled to five (5) days paid leave. Part-time employees' days will be based on their actual

hours worked.

If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional day off with pay.

SECTION 509 - Employee Assistance Program

The Town and the Union shall jointly develop and maintain an employee assistance program.

SECTION 510 - Personal Vehicles/Use of Town Vehicles

The Road Foreman will be provided with a municipal pick-up strictly for Town use preferably within the Town boundaries of Milton. A log book shall be kept by the Road Foreman identifying daily use of this vehicle that will be available for inspection at any time by the Town. The Road Foreman will be permitted to have direct access to a vehicle at all times on a year round basis.

SECTION 511 - Drug and Alcohol Policy

The Town of Milton's Drug and Alcohol Policy shall be incorporated as a binding addendum to this Agreement.

SECTION 512 – Mileage Reimbursement

The Town shall reimburse employees for the authorized use of personal vehicles the IRS mileage rate in effect on the November 15th prior to the start of the fiscal year each July 1st. However, in the event the IRS rate decreases, the mileage rate paid shall never exceed the maximum non-taxable IRS approved rate. This provision shall take effect July 1, 2006.

SECTION 513 – Worker's Compensation

When an employee has suffered an injury in the performance of their regular work duties and has been verified to return to work and resume full duties, an employee may be granted 2 hours (weekly) of time for physical therapy for continuing injuries that do not impair work performance that were caused as a result of the work injury for a period of three months from the time they return to work and resume full duties. The need for physical therapy appointments must be verified and documented. An employee on worker's compensation shall be entitled to return to a job for one year from the first day of absence without the loss of pay or benefits. This provision does not apply to employees on initial probation or to an employee who's injury was due to a terminable offense of failing to adhere to safety requirements. An employee on worker's compensation for more than one year shall be entitled to return to work in accordance with Vermont worker's compensation law.

ARTICLE 6 - PERSONNEL ACTIONS

SECTION 601 - Probation

All original appointments will be probationary in nature during the first consecutive twelve months of employment. All promotional appointments will be probationary in nature for the first (6) months. The Division Head shall, five (5) days prior to the termination of the initial probationary period, give notice in writing to the employee of such action and the reason(s) for same. A copy of the notice shall be filed with the Town Manager and inserted in the employee's records. The

probationary period is regarded as an integral part of the selection process. It is utilized for carefully observing the employees work, for securing the most effective adjustment of a new employee to the position and for rejecting any employee whose performance does not meet the required work standards. During this period, supervisory personnel shall observe the employee to ascertain the degree of adjustment and consistency of satisfactory work performance. At any time during the probationary period, any probationary employee may be dismissed upon the recommendation of the Division Head. Any rejected probationary employee who was promoted or transferred shall be reinstated in his/her former position. Any employee affected by this reinstatement procedure shall have the right to return to his/her former position even though it shall be necessary to lay off a person.

Within two (2) weeks prior to the termination of the probationary period or an extension thereof, the Division Head shall submit in writing to the Town Manager a recommendation regarding the permanent employment of the employee. At the end of the probationary period or an extension thereof, any probationary employee must either be given permanent appointment, rejected or dismissed without cause. The failure of the Town to give notice of said decision shall in no way constitute a waiver of its right to reject or dismiss an employee.

SECTION 602 - General Types of Disciplinary Action

A. An employee who has completed the probationary period shall not be disciplined, suspended or discharged except for just cause.

B. Disciplinary action shall follow a procedure of progressive discipline. This is based upon the generally accepted standard that the discipline imposed will reflect the magnitude, nature and/or recurrence of the infraction.

C. The parties to this Agreement hereby recognize that the history of disciplinary action will be applied to all future personnel actions in inverse order to the scale of previous discipline. Documentation will remain in the personnel file for the duration of the individuals employ with the Town. Past incidents of disciplinary action by the Town will be recognized in any subsequent personnel action however on an inverse basis to the date and magnitude of the previous violation. Any verbal and or written warnings will count towards progressive discipline for a year except that if a second written warning is issued within a two year period, it shall continue to count towards progressive discipline for 3 years. More serious disciplinary infractions such as suspension or other measures identified in the Administrative Code shall be valid as a basis for progressive discipline for up to three years. An example of this relationship would be: a verbal warning documented in writing that may stay "active" in the personnel file for twelve (12) months. This infraction would in no way be considered beyond the twelve (12) month period for an unrelated disciplinary infraction. This same disciplinary action would in no way be considered at all beyond one (1) year, for any disciplinary action, like or unlike the initial violation, except as indicated above.

SECTION 604 – Compensatory Time Accrual Limitations

Employees may opt to take compensatory time in lieu of overtime during the workweek, beginning on Sunday and ending on Saturday; however, the compensatory time taken counted as

hours worked shall only be eligible for compensatory time earned at a rate of 1:1 up to the amount of compensatory time taken. Compensatory time taken shall continue to be counted as time worked for the purposes of calculating overtime pay. Employees shall be allowed to carry over a maximum of 32 hours of compensatory time into the next fiscal year; carryovers of time exceeding 32 hours shall only be allowed at the discretion of the Town Manager.

Illustration: If an employee takes three (3) hours of compensatory time in a workweek and subsequently works five (5) hours of overtime in the same work week, the compensatory time taken shall not be counted as eligible for further accrual as compensatory time given in lieu of overtime. The employee may be compensated for the three (3) hours of compensatory time on a 1:1 basis or be paid overtime for it.

SECTION 605 - Grievance and Arbitration Procedure

A. The term grievance means any dispute between the Employer and/or the Union or any employee covered by this Agreement.

B. Grievances shall be processed as follows:

Step 1: An employee or the Union must present a grievance to the immediate Supervisor within two (2) working days after the alleged incident was known or should have been known by the grievant. Such grievance may be expressed verbally or in writing. The Supervisor shall respond to the grievance committee in writing within five (5) working days.

Step 2: If no satisfactory agreement is reached, the grievant or Union shall present a written grievance to the Town Manager within five (5) working days of the answer in Step 1. The Town Manager shall meet with the grievance committee within ten (10) working days after receipt of the grievance. The Town Manager shall respond to the grievance committee, in writing, within the five (5) working days of the meeting.

Step 3: If the grievance is still not settled, the Union and not an individual employee may request arbitration. Arbitration must be requested within thirty (30) working days of receipt of the Town Manager's decision. Submission to arbitration shall be accomplished by sending a notice of the Union's intent to the Town Manager. The parties shall attempt to mutually agree on the services of an arbitrator. If unable to agree on an arbitrator the Union shall submit a request to the Federal Mediation and Conciliation Services (FMCS) for a list of arbitrators. The arbitrator shall be chosen in accordance with Paragraph C. All costs shall be borne equally by the parties.

C. The parties, beginning with the Employer, shall each alternately strike one (1) name from the list. The last name remaining shall serve as the arbitrator. If the Town and Union are not able to agree on the selection of an arbitrator within a period of seven (7) working days, after the date of such written list, such grievance may be referred by either party to the American Arbitrator's Association for selecting an arbitrator in accordance with their Rules. If the grievance is not referred within ten (10) days to the American Arbitration Association then it

shall be considered settled and shall no longer be subject to the grievance or arbitration provisions of this Agreement.

D. Working days shall mean Monday through Friday, excluding days the Municipal Offices are closed.

H. Time limits may be extended by written mutual agreement.

F. It is acknowledged that the Town of Milton has been authorized by the electorate to follow the procedure for interest arbitration provided in the Municipal Labor Relations Act, 21 V.S.A. Chapter 22, in the event that negotiations with AFSCME for a successor collective bargaining agreement reach an impasse. Absent a rescission of that decision by the electorate, the parties agree that they will follow the statutory procedure for interest arbitration.

SECTION 606 - Seniority

Seniority shall mean the length of service since most recent date of hire. Transfers, demotions, promotions do not constitute the last day of hire.

SECTION 607 - Reduction in Force

In the event of a reduction in force or elimination of classification, employees shall be laid off. Lay off shall be in inverse order to seniority within each classification. Employees may displace any employee with less seniority if the employee is able to perform the duties in the job classification. Employees affected shall be given a sixty (60) days' notice.

SECTION 608 - Recall

Employees will be recalled in order of seniority. An employee notified by certified, return signature required mail, must notify the employers within five (5) working days and return within fifteen (15) working days of receiving notification or forfeit recall rights.

SECTION 609- Personnel Files

A. Information shall not be placed in an employee's file unless the employee is given a copy. An employee shall have the right to grieve any adverse information placed in the file.

B. Employees shall have the right to inspect materials in their file.

C. A Union representative shall have the right to inspect employee files in investigating and processing grievances.

SECTION 611 – Job Descriptions

The Town and Union agree to arrange a “job description committee” for the purposes of reviewing and updating, as needed, town job descriptions and duties. The purpose of the committee is to ensure the efficient and flexible delivery of government services.

ACKNOWLEDGEMENT OF ARBITRATION

We understand that this Agreement between the Town of Milton and AFSCME Council 93, AFL-CIO, Local 1343, Chapter 10, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

On behalf of A.F.S.C.M.E. Council 93 - Local 1343 - AFL-CIO - Chapter 10

Dated: 7-1-21

By [Signature], duly authorized
Bruce Trombly - Union Representative

[Signature], duly authorized
Art Garrison - Union Representative

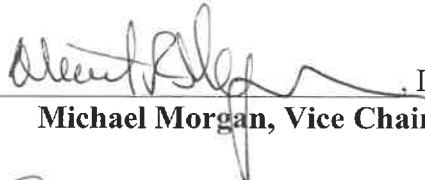
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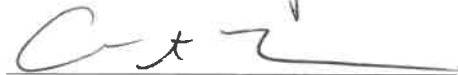
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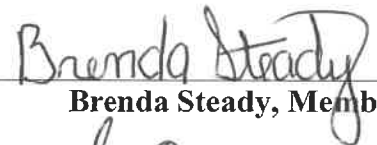
On behalf of the **Town of Milton**

Dated: 7/1/21

By , Duly Authorized
Darren Adams, Chairperson

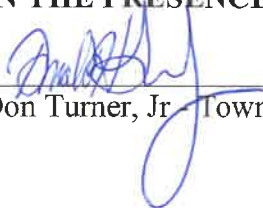
, Duly Authorized
Michael Morgan, Vice Chairperson

, Duly Authorized
Chris Taylor, Clerk

, Duly Authorized
Brenda Steady, Member

, Duly Authorized
John G. Fitzgerald, Member
M.

IN THE PRESENCE OF


Don Turner, Jr. Town Manager

APPENDIX A
POSITION LISTING

Grade	Position
1	No Current Positions
2	No Current Positions
3	No Current Positions
4	No Current Positions
5	No Current Positions
6	No Current Positions
7	No Current Positions
8	No Current Positions
9	Administrative Assistant II Maintenance Tech I (4)
10	No Current Positions
11	No Current Positions
12	No Current Positions
13	Maintenance Mechanic (1)
14	No Current Positions
15	Assistant Town Clerk Assistant Town Treasurer Equipment Operator (2)
16	No Current Position
17	No Current Positions
18	Fiscal Assistant II (1)
19	No Current Position
20	W/WW Senior Technician (3)
21	No Current Position
22	Senior Equipment Operator (1)
23	No Current Position
24	Zoning Admin./Health Officer (1) Supervising Equipment Operator (1) W/WW Chief Operator (1)

A.F.S.C.M.E. CONTRACT

JULY 1, 2021 – JUNE 30, 2024

APPENDIX B
WAGE SCHEDULE, ATTACHED SEPARATE DOCUMENT

APPENDIX C
2021 TOWN HEALTH INSURANCE PLAN SUMMARY
ATTACHED SEPARATE DOCUMENT

APPENDIX D
TOWN DRUG & ALCOHOL POLICY
AND
FEDERAL CDL GUIDELINES
ATTACHED SEPARATE DOCUMENT

Ratification:

We, the undersigned, hereby confirm this agreement represents the parameters of the working relationship between those employees covered by the American Federation of State County and Municipal Employees, Local 1343, AFL-CIO, Chapter 10 and the Town of Milton, Vermont.

On behalf of **A.F.S.C.M.E. Council 93 - Local 1343 - AFL-CIO - Chapter 10**

Dated: 7/1/21

By [Signature], duly authorized
Bruce Trombly – Union Representative

[Signature], duly authorized
Art Garrison– Union Representative

IN THE PRESENCE OF

[Signature]

On behalf of the **Town of Milton**

Dated: 7/1/21

By [Signature], Duly Authorized
Darren Adams, Chairperson

[Signature], Duly Authorized
Michael Morgan, Vice Chairperson

[Signature], Duly Authorized
Chris Taylor, Clerk

[Signature], Duly Authorized
Brenda Steady, Member

[Signature], Duly Authorized
John G. FitzGerald, Member

IN THE PRESENCE OF

[Signature]
Don Turner, Jr - Town Manager

A.F.S.C.M.E. CONTRACT

JULY 1, 2021 – JUNE 30, 2024