COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MONTPELER

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 98

JULY 1, 2014 THROUGH JUNE 30, 2017

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ATTACHMENT A	Wage Rates
ATTACHMENT B	Equipment and Level of Proficiency

This Agreement between the City of Montpelier (the "City" or "Employer"),acting by and through its Manager, and the International Union of Operating Engineers, Local 98, (the "Union").

WITNESSETH:

1. PREAMBLE.

1.1 This Agreement is designed to increase employee productivity and efficiency, and incorporates the terms of understanding between the parties pursuant to the authorizing provisions of the state collective bargaining law.

2. DUTIES OF EMPLOYEES.

2.1 **Duties and Responsibilities**. Every employee shall fulfill to the best of the employee's ability the duties and responsibilities of the employee's position. The employee shall, during the employee's hours of duty, and subject to such other laws, rules and regulations that pertain thereto, devote the employee's full time, attention, and efforts to the employee's office and employment. The employee shall not use the employee's position to secure special privileges or exemptions for the employee or others. The employee shall not use City property or equipment for the employee's private use or any use other than that which serves the public interest, without permission of the Supervisor of the Division.

2.2 **Confidential Information**. An employee shall not disclose confidential information gained by the employee by reason of the employee's official position except as authorized or required by law, nor shall the employee otherwise use such information for the employee's personal gain or benefit.

3. RECOGNITION.

3.1 In accordance with the Certification of the State Labor Relations Board, dated June 16, 1980, as amended, the City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of negotiating wages, hours, and conditions of employment for the five (5) Divisions of the Department of Public Works and the position shared with the Cemetery:

1. Street Division;
2. Equipment Division;
3. Water Division;
4. Sewer Division.
5. Wastewater Division

Exclusions:

- The Department of Public Works Director;
- Assistant Director of Public Works ;
- Engineer;
- Public Works Supervisors;
- Water Filtration Plant Employees;
- City Hall Custodian;
- Administrative Assistant

3.2 It shall be considered a violation of this Agreement for the City, through its Manager, Mayor, City Council or any Council Member, to negotiate with or make individual agreements with employees or groups of employees covered by this Agreement, except with the express prior consent of the Union. It shall be considered a violation of this Agreement for employees or groups of employees, or anyone acting in their behalf who is not a Union agent, to approach the Manager, the Mayor, City Council or any Council Member concerning any matter which is a mandatory subject of collective bargaining between the City and the Union.

4. MANAGEMENT RIGHTS.

4.1 Except as specifically limited by an express provision of this Agreement, the City, its Manager, Mayor, City Council, Department and Division heads, and all other management personnel reserve and retain all rights granted by law customarily belonging to or exercisable by public management.

5. SAFETY COMMITTEE.

5.1 A safety committee shall be appointed. The committee shall be composed of eight (8) members. The union shall be represented by one (1) representative from the Street Division, one (1) representative from the Equipment Division, one (1) representative from the Water and Sewer Divisions, and one (1) representative of Wastewater Division combined. The Shop Steward shall be one of three (3) union representatives on the committee, provided that the Assistant Shop Steward is not from the same Division as the Shop Steward. The City shall be represented by four (4) supervisory personnel. Said committee shall appoint its own chairman and meet at least semi-annually to review safety practices. The City shall attempt to comply with such safety codes as may be drawn up by the safety committee and approved by the City Manager.

6. MISCELLANEOUS PROVISIONS.

6.1 **Bulletin Board** Announcements shall be posted in conspicuous places. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards

6.2 Should any provision of the Agreement be found to be in violation of any Federal or State Law or Civil Service Rule 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.

6.3 **No Discrimination** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age, religion, ancestry, national origin, sexual orientation, or place of birth, or against a qualified disabled individual, and that all covered employees shall receive the full protection of this Agreement

6.4 **Access to Premises** The Employer agrees to permit representatives of the International Union of Operating Engineers, Local 98, to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such representatives notify the City prior to their arrival as to when they will be present on the premises and do not interfere with the performance of duties assigned to the employees

6.5 The Union agrees that during the life of this Agreement, there will be no striking, picketing, or stoppage of work, and the City agrees that there will be no lock out.

7. SHOP STEWARD.

7.1 One of the employees will be elected shop steward by the Union to attend to the interest of the Union. Any dispute or grievance concerning terms or conditions of employment shall be taken up by the steward with an Employer Supervisor. The Employer shall be furnished the name of the Union Steward immediately after his designation, and the Union shall notify the Employer of any change. The above shall be granted reasonable time off with pay at the discretion of management during working hours to investigate and settle grievances. The parties agree that there shall be every attempt to settle each and every grievance as expeditiously as possible.

8. PAYROLL DEDUCTION OF UNION DUES.

8.1 (a) The City agrees to deduct Union dues bi-weekly from the pay of employees who have given written authorization to the City for such deductions, and to transmit the amounts collected to the Treasurer of Local 98, as designated in writing to the City by the Union.

(b) In the event the employee does not have any pay for a particular period, or in the event the employee does not have sufficient sum due him after deductions have been made for taxes, social security, pension, medical insurance, or other deductions required by law, it will be the responsibility of the Union to collect the dues directly from the employee. When an employee is not on the payroll, and is returned to said payroll, then the City will renew its deductions so long as the authorization is valid.

(c) The City of Montpelier and the International Union of Operating Engineers Local 98 agree that if any employee covered by Section 8.3 of Article VIII of the agreement between the City of Montpelier and the International Union of Operating Engineers Local 98 effective the 1st day of July, 1997, does not pay the agency service fee or any portion thereof because the employee alleges that the payment or expenditure of said fee or any portion thereof is in violation of applicable federal or state law, the employee shall not be subject to discipline until such time as there has been a final judgment by a court of competent jurisdiction, including any appeal. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken by the City in reliance upon payroll deductions in accordance with authorization cards submitted by the Union to the City.

(d) Remittance of the amount of deductions will be made to the Union Treasurer within fifteen (15) working days after the month in which dues are deducted.

8.2 Any employee who becomes a member of the Union shall be required, as a condition of employment, to maintain Union membership during the life of this Agreement.

8.3 **Agency Service Fee** (a) Employees are not required to join the Union as a condition of employment, but non-probationary employees covered by this Agreement who elect not to join the Union shall, during the term of this Agreement, pay an agency service fee in an amount not to exceed the Union dues. Upon written notice from the Union that an employee has not paid the agency service fee as aforesaid, such employee will be subject to such discipline, including discharge, as the City deems appropriate. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this section.

(a) All employees will be cautioned not to interfere with the rights of each other as they relate to union and non-union activities.

(b) This section (8.3) shall be subject to the Constitution and laws of the United States of America and the State of Vermont.

9. DISCRIMINATION AND COERCION.

9.1 There shall be no discrimination by either Union or Employer against any employee because of his activity, membership or non-membership in the Union. If an agent of the City gives an order, that employee is expected to obey the order and grieve later. Refusal to comply with this standard shall constitute insubordination.

10. GRIEVANCE AND ARBITRATION PROCEDURE.

10.1 (a) A grievance is defined as a question of interpretation or application of the express written provisions of this Agreement and shall be processed as follows:

STEP 1. The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor within three (3) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days of receiving the grievance.

STEP 2. If the grievance still remains unadjusted, it shall be presented to the Director of Public Works in writing within three (3) working days after the response of the Supervisor is due. The Director shall conduct a hearing allowing all interested parties to be heard and to call and cross examine witnesses, and shall respond in writing within ten (10) working days.

STEP 3. If the grievance still remains unadjusted, it shall be presented to the City Manager in writing within three (3) working days after the response of the Director of Public Works is due. The City Manager shall meet with the grievant and his Union representative within five (5) working days after receipt of the written grievance. The City Manager shall respond in writing within ten (10) working days after the meeting.

(b) If the grievance is still unsettled, the Union, and not any individual employee(s), may request arbitration in writing within ten (10) working days after the response of the City Manager is due. If the parties fail to agree on an arbitrator, the arbitrator shall be selected from a panel provided by the American Arbitration Association (AAA), in which event the arbitration will be conducted under the rules of the AAA. The expenses for the arbitrator's services will be shared equally by the City and the Union. Notwithstanding any contrary provision of the submission agreement to the AAA or of the rules of the AAA, the arbitrator's decision shall be binding. The arbitrator shall have no power to add to, subtract from, alter or modify the express written provisions of this Agreement, nor to give effect to any practice not expressly guaranteed by the written language of this Agreement.

(c) If a grievance is not presented within the time limit set forth in Step 1, or in the case of a suspension without pay or dismissal within the time limit set forth above for submitting such grievances at Step 2, it shall be considered waived. If a grievance is not appealed to Step 2, 3 or 4, or if arbitration is not

requested within the specified time limit, it shall be considered settled on the basis of the City's last response. Any time limit set forth above may be extended by mutual agreement in writing signed by both parties to this Agreement.

ACKNOWLEDGMENT OF ARBITRATION

The International Union of Operating Engineers, Local 98, (hereinafter called the "Union") and the City of Montpelier, (hereinafter called the "City") understand that this Agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City 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, the Union and the City agree to submit any such dispute to an impartial arbitrator.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98

Eugene P. Melulli

Michael Patten

CITY OF MONTPELIER

By: _____
City Manager

11. SENIORITY.

11.1 Seniority means length of service by bargaining unit or by classification as specified in this Agreement.

11.2 A new employee shall serve a probationary period of not less than six (6) months provided, however, that three of those months are December, January and February. However, in no event shall an employee serve a probationary period of more than twelve (12) months. At the end of the employee's probationary period, the employee's seniority shall be computed back to the first day of employment.

11.3 Seniority shall be broken and an employee is considered to have voluntarily quit:

(a) If absent without notifying the employee's supervisor's office within three (3) working days, or for false reasons of leave of absence. It is understood that an employee should notify the employee's supervisor's office prior to any absence unless it is not possible for the employee to give such prior notice; or

(b) Failure to return to work within three (3) working days after the expiration of a leave of absence.

(c) Seniority shall also be broken when an employee resigns or is terminated from his or her position with the Department.

11.4 Employees of the Wastewater treatment plant shall begin to accrue bargaining unit seniority for all purposes related to the CBA as of the date of execution of the Memorandum of Agreement, i.e. April __, 2009. For purposes of layoffs within the Wastewater Treatment Plant, employees with the same bargaining unit seniority shall be laid off in reverse order of their date of hire with the City. Bumping rights for employees of the Wastewater Treatment Plant to bargaining unit positions outside the Wastewater Treatment Plant shall be based solely on bargaining unit seniority.

12. POSTING AND PROMOTION PROCEDURES

12.1 When the Employer decides to permanently fill a vacancy within the bargaining unit, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the seven (7) day period. If an employee applies in writing within the seven (7) day posting period, then within thirty (30) days after the expiration of the posting period, the Employer will make its decision on selection.

When in the sole judgment of the Employer, qualifications, ability and reliability of all applicants, including persons from outside the bargaining unit, are relatively equal, bargaining unit seniority shall be the determining factor.

12.2 When a job vacancy is a class eleven (11) or higher, the City will make every effort to fill the position with a permanent employee having two (2) or more years of service.

12.3 **Application** – Employees will have an opportunity during their semi-annual performance evaluations to discuss with their supervisor an application for promotion to a higher classification based on their capabilities in the areas described in the chart for their appropriate division. An employee who believes that he/she is 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.

12.4 **Evaluation** - Within thirty (30) days following receipt of an application for promotion, the Director shall meet with the employee and his 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. In the alternative, the Director may schedule a proficiency evaluation for employees seeking "capable" or proficient" designation in a skill set for a higher position.

12.5 **Review Panels** – In cases where the Director schedules a proficiency evaluation, a review panel consisting of a minimum of two and no more than five evaluators shall be convened to determine proficiency in appropriate areas. The Panel will consist of 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 approved 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.

12.6 **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.

12.7 **Voluntary** - The parties acknowledge that the promotional opportunities provided herein are voluntary and optional for all employees as of June 30, 2014., For all employees hired after July 1, 2014, the proficiency system will be the only advancement option. No employee will be disciplined or otherwise penalized for electing not to seek promotion to a higher classified position. Furthermore, employees employed as of July 1, 2008 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 adopted as part of this agreement, nor shall such employees be required to become proficient in areas not previously required of them for their position. 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.

12.8 Except as provided in subparagraph 12.7 above, employees who are promoted to higher grade classification positions shall be provided opportunities to rotate equipment and job assignments within the their new classification in order to gain experience operating equipment and performing job functions. Such rotation shall be on an equal basis on a schedule agreed upon by the Department and the Union.

12.9 The proficiency schedule used to determine promotion pay rates will be incorporated into this contract as an appendix. The schedule may be changed by the labor management committee during the life of the contract.

13. VACATIONS.

13.1 **Entitlement.** Each permanent employee in a full-time position shall accrue vacation days with pay on the end date of the final payroll of each calendar month as follows:

(a) A new employee shall not accumulate nor use vacation days during the first six months of employee's probationary period. After six months, an employee may use vacation time which will be earned according to paragraphs (b) and (c) in this section. If the employee leaves employment prior to completion of their probation period, they will not be eligible for any payout of accumulated vacation time.

(b) Upon successful completion of the employee's probationary period, an employee will be credited with one (1) vacation day for each month of the employee's probationary period, except that an employee will not be credited with a vacation day for any month that the employee is off payroll in accordance with 13.3

(c) An employee with more than six (6) months but fewer than seven (7) years of full-time employment shall accrue vacation days at the rate of one (1) day per completed calendar month of employment. Total accumulation may not exceed thirty (30) days.

(d) An employee with seven (7) or more years, but fewer than fourteen (14) years, of full-time employment shall accrue vacation days at the rate of one and one-half (12) days per completed calendar month of employment. Total accumulation may not exceed thirty-five (35) days.

(e) An employee with fourteen (14) or more years of full-time employment shall accrue vacation days at the rate of two (2) days per completed calendar month of employment. Total accumulation may not exceed forty (40) days.

13.2 **Vacation Scheduling.** Vacation days shall not be advanced for use prior to their being earned. Vacation scheduling is the exclusive prerogative of the department heads. Leave must be requested in advance by the employee and is subject to approval by the department head. Vacation scheduling, including, but not limited to any approval of an employee's request for vacation time, shall be subject to the operating needs of the department during the requested vacation period. Selection of vacation shall be on a first come, first served basis. However, if three or more employees make requests on the same day for the same time off, seniority will prevail; except that if confirmed reservations have been made by an employee(s) with written proof of confirmation, the employee(s) with the earliest confirmation(s) will prevail. A notice of no more than two (2) days will be required when an employee requests up to two (2) days. The department shall inform the employee of its approval or denial of the employee's request for vacation time within a reasonable time following such request.

Calculating Vacation Days in the Case Of:

(a) **Re-employment.** Except in the instance of lay-off, an employee rehired by the City shall not receive credit for prior City employment in establishing the employee's rate of vacation day accrual. An employee re-employed under the provisions of Article 20 shall receive credit for prior City employment in establishing the employee's rate of vacation day accrual, but shall not accrue vacation days for the period which the employee was not on the payroll.

(b) **Military Leave.** An employee who is granted military leave shall receive credit for time served in the military in computing total years of full-time employment for the purposes of determining the rate of vacation day accrual, but shall not accrue vacation days while on military leave.

(b) **Off Payroll.** An employee on paid leave as outlined in Section XV (except leave for professional purposes and jury duty leave), or off payroll, or any combination thereof for more than five (5) days during any month shall not accrue vacation leave for that month.

(d) **Adverse Weather Conditions.** An employee who is not able to report to work or leaves early with permission when practical, due to storm conditions or impassable roads shall have this absence charged to vacation hour for hour.

13.4 **Terminal Vacation Pay.** Upon separation in good standing from the employ of the City of

Montpelier, the employee shall be entitled to pay for any accrued vacation time which remains unused.

13. 5 **Terminal Vacation Pay Disallowed.** Terminal vacation pay for unused vacation time shall not be allowed to any employee who is summarily dismissed from employment with the City or who resigns or quits employment without proper notice.

13.6 **Vacation Pay in Case of Death.** If an employee dies when in the employ of the City of Montpelier, the employee's vacation time and earned wages shall be paid as follows:

(a) To a beneficiary whose name has been filed by the employee with the office of the City Treasurer.

(b) If no beneficiary is named, then to the surviving spouse.

(c) If no beneficiary is designated, and the employee is not survived by a spouse, then to the estate of the deceased employee.

13.7 **Vacation Pay Option**. An employee whose employment is terminated other than for dismissal for cause and who gives two weeks notice to the Public Works Director shall receive pay for this unused vacation time in accordance with sections 13.4 and 13.5 or elect to receive credit for the value of the accrued vacation time for payment of future medical insurance premiums through the city's medical insurance plan.

14. PAID HOLIDAYS.

14.1 **Official Legal Holidays.** The official paid legal holidays of the City of Montpelier are hereby established as follows.

• New Year's Day	January 1st
• Martin Luther King, Jr.'s Birthday	3rd Monday in January
• Washington's Birthday	3rd Monday in February
• Memorial Day	Last Monday in May
• Independence Day	July 4th
• Labor Day	1st Monday in September
• Columbus Day	2nd Monday in October
• Veterans Day	November 11th
• Thanksgiving Day	4th Thursday in November
• Christmas Day	December 25th

14.2 **Entitlement.** Subject to the provisions of Section 14.6 herein, the employees of the City of Montpelier shall be eligible to receive pay for the official legal holidays as herein established computed on the regular base pay rate of the employees.

14.3 **Working a Holiday.** In the event that work is required of any employee on any of the scheduled official holidays, that employee shall be paid time and one-half for all hours worked on said holiday plus holiday pay computed at the employee's regular base rate of pay. In addition, in the event that an employee is required to work December 25th, and/or Thanksgiving Day, the employee shall receive a bonus of fifty dollars ($50.00) for each of the aforesaid days worked.

14.4 **Vacation.** If an employee takes the employee's earned vacation during a period which includes an official legal holiday, the employee shall not be charged a vacation day for that holiday.

14.5 **Weekend.** If any holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Employer may designate the preceding Friday or the following Monday as the holiday, or may designate Friday for some employees and Monday for others. The Saturday holiday will fall on Friday except in extenuating circumstances, such as but not limited to snow storms, broken or frozen pipes, etc.

14.6 **Work Requirement.** In order to be eligible for holiday pay, the employee must work the regular work day prior to and following an official legal holiday, unless the employee is on legitimate sick leave, injury leave, bereavement leave, incidental leave, or vacation.

15. LEAVES OF ABSENCE WITH PAY.

15.1 **Professional Purposes.** A leave of absence with pay may be granted by the City Manager to any employee to permit the employee to attend in-service training schools, professional meetings, professional conferences or conventions, or for any other justifiable reason considered in the best interests of the City of Montpelier. The maximum allowable leave with pay shall be thirty days in any fiscal year for any one employee.

15.2 **Bereavement Leave.** Each permanent and probationary employee may be entitled to a maximum of five (5) days emergency leave of absence with pay because of death in the immediate family of the employee. Such emergency leave may be granted by the department head upon approval of the City Manager. The immediate family shall mean parents, spouse, civil union partner, sisters, brothers, children, grandparents, grandchildren, mother-in-law and father-in-law of the employee. Emergency leave of absence with pay, not to exceed three (3) days in any instance, because of the death of a brother-in-law, sister-in-law or a person living in the employee's household, may be granted by the department head upon approval of the City Manager.

15.3 **Incidental Leave.** Leaves of absence with pay which are one (1) full working day or less in duration may be granted at the discretion of the department head to any employee for dental appointments, appointments for physical examinations, transportation of sick member of the immediate family to or from a hospital or doctor's office, to perform voting privileges, to attend a funeral not covered under section 15.2 or for any other justifiable reason, not to exceed three (3) working days per year.

15.4. **Jury Duty.** An employee required to perform jury duty shall be entitled to a leave of absence with pay to perform such duty. An employee required to perform jury duty shall be compensated by the City at the employee's regular rate of pay for each hour of the normal work day absent for such duty. "Compensation" by the City shall not include reimbursement for expenses. In order to receive pay from the City for leave of absence to perform jury duty, the employee, upon the employee's receipt of payment for jury service by the Federal, State or County Government, shall remit to the Treasurer's Office of the City of Montpelier such compensation received, minus travel expenses paid. An employee who is released from jury duty during the employees regular work day shall promptly advise his/her supervisor of this fact and shall report to work as instructed.

15.5 **Military Reserve Components.** An employee who is a member of any Military Reserve Component of the Armed Forces of the United States such as the National Guard shall be entitled to a leave of absence with pay to attend the activities of such Military Reserve Component for a period of time not to exceed fifteen (15) days in any one year. The City has agreed to pay the employee the difference between military pay received and the employee's normal base bi-weekly pay for those fifteen (15) days. Weekend duty with Military Reserve Components shall be on the employee's own time but the employee shall be entitled to swap shifts with another employee in the event the employee is required to work on a drill weekend. In the event the employee is called up to active duty, the City will maintain health insurance benefits until employee has successfully transferred into U.S. Military health insurance program.

15.6 **Personal Hardship.** In case of extreme hardship, emergency leave with or without pay may be granted at the sole discretion of the Employer.

16. SICK LEAVE.

16.1 **Basis for Sick Leave Credit.** Each permanent and probationary employee may earn one (1) working day per full month of actual work to use as sick leave. Earned sick leave shall be with pay computed at the regular base pay rate of the employee and will accrue on the end date of the final payroll of each calendar month.

16.2 **Accrual.** Each permanent and probationary employee shall accrue sick leave at the rate of one (1) working day per full month of actual work. However, the maximum number of days allowed to accumulate for any one employee shall not exceed one hundred twenty (120) days. An employee on paid leave as outlined in Article 15 (except leave for professional purposes and jury duty leave), or off payroll, or any combination thereof for more than five (5) days during any month shall not accrue a sick day for that month.

16.3 **Requirements and Conditions.** The granting of sick leave with pay shall be allowed in cases of actual sickness, hospitalization, or disability of the employee. A physician's certificate may be required from the employee to entitle the employee to pay. Any employee who abuses sick leave may be subject to disciplinary action.

16.4 **Termination of Employment**. Accrued sick leave shall not be payable to an employee upon voluntary or involuntary separation from employment with the City of Montpelier

16.5 **Vacation Time as Sick Leave.** The employees of the City may elect to use vacation time as sick leave upon approval of their supervisor, or upon the exhaustion of all accrued sick leave due the employee. Accrued sick leave shall not be used as vacation time.

16.6 **Compensation for Sick Leave.** An employee on sick leave shall be paid at the employee's regular base wage during the period of illness or disability. An employee who is disabled by reason of sickness or injury shall file a timely claim for coverage under the City's short term disability plan, usually not later than fourteen (14) calendar days following the onset of the disability. An employee who is eligible for benefits under the City's short term disability plan is not eligible for continued use of accrued sick leave except as follows: an employee may use accrued sick leave or other accrued paid leave to make up the difference between the employee's regular base weekly wages or salary and the payment received under the City's

short term disability plan.

The City shall provide Long Term Disability Income Insurance for regular employees. An employee who is sick or disabled for more than 180 days shall file a timely claim for coverage under the City's long term disability plan. An employee who is eligible for benefits under this plan may not use accrued sick leave to supplement the maximum monthly benefits under this insurance program.

The Department Head shall receive a copy of the employee's attending physician's statement of continuing disability every thirty (30) days or request the one be obtained.

Sec. 16.7 FAMILY LEAVE AND PARENTAL LEAVE.

The purpose of this section is to comply with Vermont's Parent and Family Medical Leave Act 21 VSA 472, and the federal Family and Medical Leave Act (FMLA). To the extent that either act provides a greater benefit than set forth herein for an eligible employee, the City will adhere to the requirements of law.

(1) "Family Leave" means a leave of absence from employment for one of the following reasons:

(A) The serious illness of the employee.

(B) The serious illness of the employee's child, stepchild, or ward who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.

"Parental Leave" means a leave of absence from employment for one of the following reasons:

(A) The birth of the employee's child.

(B) The initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

"Serious Illness" means an accident, disease or physical or mental condition that:

(A) poses imminent danger of death;

(B) requires inpatient care in a hospital; or

(C) requires continuing in-home care under the direction of a physician.

(2) LEAVE.

During any consecutive 12-month period, an employee shall be eligible to take unpaid leave for a period not to exceed 12 weeks.

(1) for parental leave, during the employee's pregnancy and following the birth of an employee's child or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.

(2) for family leave, for the serious illness of the employee or the employee's child, stepchild or ward of the employee who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.

(3) during the leave, the employee may use accrued sick leave or vacation leave, not to exceed twelve weeks, consistent with the existing policy. The utilization of accrued vacation leave shall not extend the leave provided herein.

The full text of the state law is available in the City Manager's Office or from Department Heads.

16.8 **Notification.** In order to be eligible for paid sick leave, the employee shall notify the department head at least twenty-four (24) hours prior to hospitalization or home confinement for medical reasons upon instructions from a physician. In the event that sickness, hospitalization, or disability occurs so as to prevent the employee from notifying the employee's department head in advance, the employee shall cause notification to be sent to the department head not more than two (2) hours after the time set for reporting for the employee's regular duties.

16.9 **Incentive.** (a) Each calendar year an employee who experiences less than twenty-four (24) hours loss of time due to any reason chargeable to sick leave within a six-month period (January 1st-June 30th and/or July 1st-December 31st) shall be granted a bonus payable on the second regular payday in January,

or the second regular payday in July, as follows:

- Less than eight (8) hours sick leave used in defined six-month period: $100.00;
- Less than sixteen (16) hours sick leave used in defined six-month period: $50.00;
- Less than twenty-four (24) hours sick leave used in defined six-month period: $25.00.

(b) An employee shall be eligible for two payments each calendar year, which payment shall be for the least number of sick leave hours used within the previous six-month period. Each calendar year commencing January 1, 1990, an employee who experiences less than forty-eight (48) hours loss of time due to any reason chargeable to sick leave, except for worker's compensation, may accrue compensatory time off, during the following calendar year, in addition to the forty (40) hours limit set forth in Section 22.2, but otherwise in accordance with Section 22.2, as follows:

- Less than 32 hours - 20 hours of additional compensatory time off;
- Less than 40 hours - 15 hours of additional compensatory time off;
- Less than 48 hours - 10 hours of additional compensatory time off.

(c) This paragraph allows an employee to accrue only one amount of additional compensatory time off under Section 22.2, which amount shall be for the least number of hours of sick leave used.

16.10 Each calendar year commencing January 1, 1998, an employee who has accumulated 120 days of sick leave at any time during a calendar year and who has 120 days of accumulated sick leave at the end of that calendar year (December 31st) shall be eligible to receive a bonus for that calendar year as follows: An employee who, during a calendar year, experiences less than twenty four (24) hours loss of time due to any reason chargeable to sick leave, shall be granted a bonus, in accordance with the following schedule, payable on the second regular pay day in January of the following year:

- Less than 8 hours - $500.00;
- Less than 16 hours - $250.00;
- Less than 24 hours - $150.00

(d) An employee shall receive only one payment under this section, which payment shall be for the least number of sick leave hours used. The bonus provided in this Section shall be in lieu of and not in addition to the bonus set forth in Section 16.9 (a).

17. PERSONAL DAYS.

17.1. (a) Each employee shall be eligible for two (2) personal days during the calendar year. The employee shall request and receive prior approval from the department head for the date of the personal day, but a request for Town Meeting Day cannot be denied. In the case of new employees, those hired between January 1 and June 30 of a calendar year shall be entitled to two (2) personal days, those hired between July 1 and December 31 of a calendar year shall be entitled to one (1) personal day. Personal days shall be one full day in length and shall not be carried over into succeeding years, nor shall unused personal days count toward terminal pay. It is the responsibility of the employee to use the employee's personal days prior to December 31st of each calendar year.

(b) An employee who has 20 years or more of continuous, active and full-time employment with the Department of Public Works shall be eligible for one additional personal day during the calendar year upon the same conditions for personal days as set forth in 17.1 (a) above.

18. WORK-RELATED INJURY LEAVE.

18.1 **Requirement.** The City of Montpelier is covered by worker's compensation for all on-the-job injuries or disabling accidents resulting during the regular course of work for the City which has rendered the employee unable to work. All injuries, whether major or minor, shall be immediately reported to the employee's supervisor or department head, who shall cause a report to be filed concerning the specific injury. Failure to report may result in loss of leave and compensation.

18.2 While eligibility for worker's compensation is being determined and prior to its payment, an employee may draw paid leave not exceeding his basic bi-weekly wage. Once worker's compensation is paid retroactive, the employee shall repay the City the difference between the aggregate of leave pay and worker's compensation received minus regular bi-weekly pay. The amount of compensation to be paid to the employee by worker's compensation insurance may be supplemented from the employee's earned leave credits so that the employee shall receive the employee's basic bi-weekly wage. Leave pay or supplementation shall continue for a period not to exceed ninety (90) calendar days. Use of sick leave as aforesaid shall not affect an employee's eligibility for a sick leave bonus under Section 16.9, provided the employee buys back the sick leave used. For the purpose of this section, "Leave" will not include accrued compensatory time.

19. LEAVES OF ABSENCE WITHOUT PAY.

19.1 **Entitlement.** A permanent employee of the City of Montpelier shall be eligible for leave of absence without pay from his regular employment for justifiable cause upon recommendation of the department head and approval of the City Manager.

19.2 **Maximum Leave Allowable.** The maximum leave of absence without pay which may be granted to any employee from the employee's regular duties at any one time shall not exceed one (1) year.

19.3 **Request for Leave.** Requests for extended leaves of absence without pay must be made in writing to the department head, stating the purpose and length of time desired, at least fourteen (14) days prior to the commencement of such leave.

19.4 **Restoration to Employment.** Any full-time employee granted a leave of absence without pay shall be entitled to restoration to duty at the same classification and at the pay rate currently in effect subject to the provisions of Article 20. The employee shall notify the employee's respective department head in writing of the employee's intention to return to work at least fourteen (14) days in advance of the day the employee intends to commence work.

19.5 **Not to be Used as Vacation Time.** Leaves of absence without pay shall not be approved for use as an extension of vacation time but shall only be approved for justifiable reason requiring the extended absence of the employee from the employee's regular duties.

20. LAYOFF AND RECALL

20.1 **Order of Layoff.** In the event of a layoff within any job classification covered by this Agreement, the order of layoff within such classification shall be as follows:

(a) Temporary and probationary employees will be laid off before permanent employees.

(b) Permanent employees will be laid off by reverse seniority within the classification.

20.2 **Bumping.** An employee who is laid off within a classification, in lieu of layoff may bump into a lower classification in which the employee has previously worked in the bargaining unit and is qualified to work, or in which the employer judges the employee qualified to perform even if the employee has not previously worked therein. The employee bumped shall be either a temporary or probationary employee, if either is working, or an employee in lower classification with less bargaining unit seniority than the employee seeking to bump.

20.3 **Recall.** Employee shall retain recall rights on a recall list for not more than one (1) year or until refusal of a job offer within the classification from which the employee was laid off, whichever first occurs. Employees shall be recalled to their classification in reverse order of layoff. The employer may recall but shall not be obligated to recall an employee to a classification within the bargaining unit which the employer judges the employee is qualified to perform. When more than one (1) employee out of classification is considered qualified for such a recall, the recall shall be offered to the employee in order of bargaining unit seniority. Seniority shall not accrue for time spent on a recall list.

21. FRINGE BENEFITS.

21.1 **Retirement.** The employees shall be members of the Vermont Municipal Employees Retirement System (VMERS) Group C with all related benefits and contribution schedules as established by VMERS. Notwithstanding the aforementioned requirement, employees in the Wastewater Treatment Plant who are members of Vermont Municipal Employees Retirement System (VMERS) Group B as of the date of execution of the Memorandum of Agreement, i.e., April __, 2009, may elect to stay enrolled as members of Group B.

21.2 **Disability Income Insurance.** The City shall maintain programs of disability income insurance for its employees. The City shall pay the premiums for the short and long term disability insurance plans.

21.3 **Life Insurance.** The City shall maintain a program of group life insurance for employees, the premiums to be paid by the City, which shall provide each employee with $1,000.00 of life insurance for each $1,000.00 of base wages, or fraction thereof.

21.4 **Health Insurance** The City will continue to provide Hospital and Medical Insurance as well as Major Medical Insurance and prescription drug coverage to all employees covered by this Agreement. The City will provide the Vermont League of Cities and Towns' HDHP 2250 Value Plan complimented by a Health Reimbursement Arrangement (HRA) and a Flexible Spending Account (FSA) to all employees covered by this Agreement assuming such plan is in existence. Each employee's HRA will be funded by the City on or about January 1 of each year up to $3,000 for a single person plan and $6,000 for a two-person or family plan. Such funds shall be used by employees to pay deductible and coinsurance amounts.

If the City of Montpelier chooses to continue to provide the CIGNA HDHP 2250 Value Insurance Plan and/or the plan exists beyond calendar year 2010, employees shall continue to be responsible for a share of the City's cost of health insurance. The City's cost of health insurance includes both the insurance premium and full HRA $3000/$6000 Plan. The employee share for 2011 and beyond shall be 5% for a single person plan and 20% for a two- person and family plan.

Employees shall be entitled to rollover 10% of the year-end unused employer contribution (maximum rollover equal to $300 for single person plan, $600 for two person and family plan) to the individual employee's HRA. The rollover shall not to exceed the maximum employee out of pocket expense of $500 for a single plan and

$1,000 for two-person and family plans. Individual employees will have the option of which health care plan, (i.e., single, two person or family) they want to select. For employees who participate in the City's FSA plan, the City will fund each employee's plan in an amount equal to $250 annually, with the deposit made on or before January 15 of a given year. The City retains the right to change carriers and revise plans for life, health, and dental benefits so long as the overall net employee benefits do not decrease and comparable coverage is available.

In the event that the above described plan is not available after January 1, 2015, the city will convene the employee health insurance committee to recommend a replacement plan. Any new plan recommended by the committee is subject to ratification by the parties.

The parties agree that if the Single Payer program is fully enacted by the State of Vermont by the end of the 2016 legislative session to be effective January 1, 2017, than this contract will terminate on December 31, 2016. If a Single Payer program is not enacted by that time or does not take effect until after June 30, 2017, than this contract shall remain in effect until June 30, 2017.

21.5 **Dental Insurance.**

The City will provide Dental Insurance to all permanent employees. The City will pay 100% of the premium for employees and employees shall pay 100% of the premium for dependent (2-person or family) minus single person coverage.

21.6 **Section 125 Plan.** The City may provide a Section 125 plan in accordance with all Federal and State Laws.

22. HOURS OF WORK AND OVERTIME.

22.1 The normal work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The normal five-day work week shall be Monday through Friday, but this shall not preclude the employer from scheduling a five-day work week which includes Saturday and Sunday, or both days.

22.2 (a) All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate of time and one-half. Sick leave, vacations and paid holidays shall be counted as time worked for the purpose of computing overtime. When an employee is sent home by the employer during his regular work day after having worked long hours during an irregular schedule of snow removal or during an emergency, such time not worked shall be counted as time worked for the purpose of computing overtime. Overtime shall not be pyramided. Compensatory time off may be granted, in accordance with the Fair Labor Standards Act as amended, in lieu of time and one-half pay, if requested by the employee and agreed to by the employer. An employee may accrue up to forty (40) hours of compensatory time off. Compensatory time off must be used during the calendar year in which it is earned. If scheduled, an employee may take forty (40) or fewer consecutive hours of compensatory time off. Compensation at the regular rate earned by the employee at the time the employee receives such payment shall be paid to an employee for accrued compensatory time off not used in the calendar year in which it is earned.

(b) If an employee submits a written request at least five (5) working days before December 1st of a calendar year, the employee will be paid for all unused compensatory time on the payday next following December 1st of that calendar year. Unused compensatory time accumulated after December 1st of that year will be paid to the employee on the appropriate payday after December 31st.

22.3 The sixth (6th) or seventh (7th) consecutive day of work shall be paid at the overtime rate of time and one-half.

22.4 (a) Except for clerical personnel, whose regular work day begins at 8 am and ends at 4:30 pm, the regular work day shall be as follows:

Hours: 7:00 am to 3:30 pm, with a thirty (30) minute unpaid lunch. In the event that an employee is not required by the City to work through the employee's one-half hour lunch period, the employee will be permitted to return to the Public Works facility for the one-half hour lunch period. An employee who

works through the employee's one-half hour lunch period may, by mutual consent of the City and the employee, be allowed to leave up to one-half hour early that day. The thirty (30) minute lunch period includes travel time to and from the job site if an employee wishes to return to the Public Works facility for lunch.

(b) Individual work schedules may be established upon mutual agreement between the employee and the employer.

22.5 Although regular work shifts will normally be maintained, employees may be scheduled for periodic night work for street sweeping, accumulated snow removal, and water and sewer work outside the regular hours specified in 22.4, without giving rise to any overtime obligation. Work scheduled under this provision for street sweeping and/or street painting/line striping shall be for a minimum five (5) consecutive work days in duration.

22.6 An employee who is called back to work after having left the employee's regular place of work shall receive not less than three (3) hours pay, except that their minimum guarantee shall not apply when an employee is called in early and works through to the start of the employee's regular shift.

22.7 The City's need for and right to require overtime work are recognized. Overtime work shall be divided as equitably as practical within the division. When practicable, overtime will be requested on a voluntary basis. However, when sufficient qualified employees do not volunteer to perform the necessary work, the City has the right to require such overtime. It is understood and agreed that an employee may refuse an overtime assignment on occasion for good and sufficient reason satisfactory to the City. If an employee fails to report when the employee has agreed to work overtime, or refuses to report for overtime work when requested without satisfactory reason, the employee shall be subject to disciplinary actions as deemed necessary by the City, including, but not limited to, denial of assignment for the next overtime requirement.

22.8 (a) Whenever practicable, and subject to the operating needs of the department, an employee who reports to the employee's supervisor for work when requested by the City two (2) or more hours before the employee's shift starting time shall be granted up to one (1) hour for breakfast before 9:00 am with pay. In the event that an employee who reports to the employee's supervisor for work when requested by the City two (2) or more hours before the employee's shift's starting time is not granted any time before 9:00 am for

breakfast, then whenever practicable, and subject to the operating needs of the department, the employee will be allowed to leave work up to one (1) hour before the end of the employee's shift that day without loss of pay. Whenever practicable, and subject to the operating needs of the department, an employee who, at the request of the City, works four (4) or more hours beyond the employee's normal shift quitting time shall be granted up to one (1) hour meal break with pay.

(b) Whenever practicable, and subject to the operating needs of the department, on weekends, employees working at the request of the City shall receive a one hour paid break for every six hours worked. If an employee works through the break time, they will be paid for the break time.

22.9 Employees designated on-call by the employer shall receive on-call pay of $175.00 per week. On-call employees shall have the use of a "beeper" to be furnished by the City. On-call employees shall be provided a cellular phone for emergency use. The City vehicle may be used in the local area in the event of a medical emergency. Employees shall not be put on-call for less than one week. All other employees are not designated on-call but may opt for "available" status.

22.10 In the event an employee reports to the employee's place of work at the employee's regular scheduled time and is sent home for lack of work, the employee shall be paid for two (2) hours at the rate to which the employee would be entitled for the employee's shift.

23. MISCELLANEOUS.

23.1 There shall be a fifteen (15) minute coffee break each day, between the hours of 9:00 am and 10:00 am.

23.2 All employee evaluations must be marked in ink. Evaluation numbers shall use whole numbers and tenths of numbers.

23.3 (a) Duties such as salting, sanding sidewalks, sweeping sidewalks, and operating sidewalk plow, etc., shall be assigned when practical to those employees in the lower classifications.

(b) Truck Drivers (Level 10) assigned to operate light equipment, as defined by the Director of Public Works identified as follows:

- Sidewalk Plows;
- Skid Steer Loader;
- Backhoes;
- Sweeper;
- Bucket Loader;

for at least one continuous hour, shall receive differential pay in the amount of five percent (5%) computed on the employee's regular rate of pay for each hour, or part thereof (after the first continuous hour), rounded to the nearest quarter-hour, that the employee actually operates said light equipment. Employees classified as Equipment Operator I (Level 12) who are assigned to operate heavy equipment, as defined by the Director of Public Works on the Equipment Inventory and Replacement Schedule, identified as follows:

- Grader;
- Vactor
- Bucket Loader with Snowblower Attachment
- Excavator

for at least one continuous hour, shall receive differential pay in the amount of five percent (5%),

computed on the employee's regular rate of pay for each hour, or part thereof (after the first continuous hour), rounded to the nearest quarter-hour, that the employee actually operates said heavy equipment.

23.4. The differential pay provisions of section 23.3 will not apply once an employee has been formally designated as being "in training" on a piece of equipment for the purpose of pursuing promotion under Article 12.

23.5 An employee whose driver's license, including a so-called commercial driver's license, is suspended for up to and including ninety (90) days shall be given the opportunity to continue to work at the Laborer Classification in the employee's current step. If in the opinion of management, a driver's license is not necessary for the performance of the job, the employee may continue to work at the employee's current classification.

23.6. (a). Each employee shall be reimbursed for the purchase cost of work shoes or other work related clothing, approved by the City, up to the sum of $225.00 per fiscal year.

(b) The City shall furnish five (5) clean uniform sets per week to each of the two (2) shop employees. A uniform set shall consist of one shirt and one pair of pants. The City will also furnish each of the two (2) shop employees one clean pair of coveralls and one clean jacket each week.

(c) The City shall furnish uniform sets to all other employees. A uniform set shall consist of five T-Shirts, five long sleeve shirts and two sweatshirts. All employees, except the Stock Records Clerk, will be required to wear uniforms.

23.7 Subject to the operating needs of the Department, an employee shall be granted an administrative day off without loss of pay on the day after Thanksgiving Day. The pay that an employee receives for such day off will be for eight (8) hours computed on the regular base pay rate of the employee. Said day off is neither a paid holiday under Article 14, nor a personal day under Article 17. An employee who is required to work that day shall receive no pay or any other benefit under Article 16 or pay under this Section. An employee who works that day shall only receive the employee's regular hourly pay and overtime, if any, as if this were a regularly scheduled work day. An employee required to work on the day after Thanksgiving Day shall also receive one hour of time off for each hour worked between 7:00 am and 3:30 pm, to a maximum of eight hours of time off. This time off must be taken before the end of the

calendar year in which it is awarded. The time off received under this Section will not be subject to the provisions of Section 22.2, including the cap of forty (40) hours, as it is not compensatory time off in lieu of overtime pay.

23.8 The City has the right to fill, on a temporary basis, the position of Supervisor during scheduled or unscheduled absence by the use of a bargaining unit employee. Whenever practicable, subject to the operating needs of the Department, an employee will be requested to temporarily fill the position of a Supervisor, absent due to a scheduled absence, on a voluntary basis. However, when, in the opinion of management, a qualified employee does not volunteer to perform the required work, the City has a right to require an employee to temporarily fill the position of an absent Supervisor. In the event that an employee serves as an acting supervisor for 8 consecutive scheduled work hours, the employee will receive a 5% pay rate premium applied to his/her base pay rate for those hours actually worked as the acting supervisor (exclusive of any leave time).

23.9 The City shall reimburse employees for the cost incurred in obtaining their CDLs, and for renewals, endorsements and certifications.

24. FUNCTIONS - WAGE RATES.

24.1. Wage rates for all classifications shall be as displayed in Attachment A. Pay rates will be adjusted as follows:

Effective July 1, 2014 – 1.5%

Effective July 1, 2015 - by an amount equal to not less than 1.5% and not more than 2.5% based on the change in the BNA CPI-U (Northeast Region) from April 1, 2011 to March 31, 2012

Effective July 1, 2016 - by an amount equal to not less than 1.75% and not more than 2.5% based on the change in the BNA CPI-U (Northeast Region) from April 1, 2012 to March 31, 2013

24.2 **Salary and Wage Adjustment.**

Step 1: The initial appointment for entrance or probationary level for new employees shall be at Step 1 in any classified position, unless an applicant has unusual abilities, training and experience. In such a case, an employee may be placed no higher than Step 3. An employee shall move up a step upon completion ofprobation , and shall be eligible for the next step movement on the first anniversary of his/her date of hire following twelve (12) months at that step. Thereafter, step movement shall take place annually on the employee's anniversary date of hire consistent with practice.

Steps 2 through 9: Employees at Steps 2 through 9 in any classified position shall remain at their step for one (1) year prior to advancement to the next step. Employees will be eligible to move to the next step, subject to a satisfactory evaluation, on their anniversary date. Evaluations will be completed prior to the employee's anniversary date so that pay rates are changed effective with the first pay period after the anniversary date. Pay adjustments for promotion or proficiency as per article 12 will occur when earned and are not related to anniversary date adjustments.

Employees may be advanced additional steps up to Step 10 based on exceptional performance, attitude, initiative, knowledge, skill and experience. Such advancement may only be granted upon the recommendation of the Director of Public Works and approval of the City Manager

Step 10: Employees who are on Step 10 for one year shall, on each anniversary of their date of hire, receive a lump sum payment in the amount of one percent (1%) of their base pay.

24.3 **Annual Merit Award.** (a) All full time employees shall take the Functional Capacity Physical Fitness test for their specific job. All employees who successfully pass this test shall be paid $150.00

b) Each full time employee in any classified position who shall have served at least one year, shall be eligible for an annual merit award in accordance with the following scale based upon the points awarded to the employee when the employee is evaluated for the annual merit award:

- 70 points B $ 300.00;
- 75 points B $ 400.00;
- 80 points B $ 550.00;
- 85 points B $ 650.00;

(c) Upon completion of each year of full-time, continuous and active employment, commencing with the year preceding the initial evaluation as set forth in Paragraph (b). The annual merit award shall not be cumulative.

(d) The annual merit award shall be granted on the basis of merit, determined through the process of evaluation of job performance, attitude, initiative, knowledge, skill and experience. Employees shall be evaluated each year within sixty (60) days after the annual anniversary of the date such employee first became eligible.

(e) The granting or revocation of the annual merit award or the failure to grant the award shall be at the sole discretion of the City each year.

24.4 Employees shall be paid on a bi-weekly basis (every two weeks). The word "bi-weekly" as used in Sections: 8.1, 16.7, and 18.2 shall mean every two weeks.

25. GENDER.

25.1 Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

26. ANNUAL MEDICAL EXAMINATION.

26.1 (a) The City may require each employee each fiscal year to submit to a reasonable medical examination as determined by the City at such time as determined by the City.

The general purpose of the annual medical examination is for public safety and other health requirements as they relate to the employee's ability to perform the employee's duties.

(b) The employee may select a health care provider of the employee's choice, provided that the health care provider is a Medical Doctor duly licensed to practice medicine in the State of Vermont, and further provided that the employee's selection is approved by the City, which approval will not be unreasonably withheld. The health care provider shall complete the annual medical examination determined by the City within a reasonable time.

(c) The medical examination shall be paid by the employee's health insurance provided under this Agreement to the extent of coverage. In the event that as a result of the annual medical examination, the employee exceeds the employee's allowance for usual and customary office visits under the employee's health insurance provided in this Agreement, the City will reimburse the employee for any payment by the employee not covered by insurance for usual and customary office visits, except that the total of such reimbursement shall not exceed the cost of the annual medical examination.

(d) The annual medical examination shall be scheduled by the City and the employee shall be paid the employee's straight time rate for time spent taking the annual medical examination, except as otherwise required by applicable law.

(e) The health care provider performing the annual medical examination shall certify to the City, or its designee, that the employee is able to perform the employee's duties. Such certification shall be on a form to be agreed upon between the City and the Union.

(f) Nothing contained in this article, including whether or not the employee has taken the annual medical examination or has been certified as able to perform the duties of the employee's position, shall in any way limit the right of the City to discharge an employee physically or mentally unable to perform the duties of the employee's position and the right of the City to require an employee to submit to a medical examination by a health care provider selected by the City.

27. JOINT LABOR MANAGEMENT COMMITTEE.

27.1 Meetings between representatives of the City, not to exceed three (3) in number, with representatives of the Union, not to exceed three (3) in number, shall be held semi-annually in order to discuss, but not collectively bargain, matters either party wishes to discuss relative to the workplace. Meetings may be held more frequently upon written agreement of the parties.

28. DISCIPLINE AND DISCHARGE.

28.1 (a) An employee who has successfully completed his/her probationary period shall not be disciplined or discharged except for just cause.

(b) The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:

1. Impose discipline within a reasonable time after the City has actual knowledge of the offense;
2. Apply discipline with a view toward uniformity and consistency of punishment; and
3. Ordinarily employ a system of progressive discipline, in increasing order of severity:
    - First Offense B Verbal reprimand.
    - Second Offense B Written reprimand.
    - Third Offense B Suspension without pay.
    - Fourth Offense B Dismissal.

(c) Nothing in this section shall prohibit the City from bypassing discipline in differing degrees so long as it is imposing discipline for just cause. The failure of the City to employ progressive discipline in any case shall not by itself be deemed a violation of the just cause standard. The City may repeat steps in progressive discipline, and does not have to automatically advance to the next step.

(d) Disciplinary action shall be taken in a manner which will not embarrass the employee in front of other employees or the public.

(e) A written reprimand in the employee's file will be removed from the file after two (2) years, if there has been no recurrence of the type or kind of conduct giving rise to the reprimand.

29. TERM OF AGREEMENT.

29.1 **Consent of Parties.** Notwithstanding any contrary provision, this Agreement represents the full and complete agreement between the parties, and it is understood that any subject matter whether or not referred to in this Agreement shall not be open for negotiations during the term of this Agreement except as the parties hereto mutually agree.

29.2 **Term of Agreement.** This Agreement shall be effective July 1, 2014 and shall remain in full force and effect until June 30, 2017 unless altered by the provisions of section 21.4. This Agreement shall automatically renew from year to year thereafter unless either party shall notify the other in writing, by registered or certified mail, postage prepaid, postmarked no later than November 1st of the year prior to the anniversary date, that it desires to modify or terminate this Agreement. Negotiations for a successor Agreement shall commence as soon as possible after a timely notice.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 98

Member of Negotiating Committee

Member of Negotiating Committee

DATED:

CITY OF MONTPELIER

BY:
City Manager

APPENDICES:

A – Wage Scale
B – Skills/Proficiency Chart