AGREEMENT

TOWN OF SHELBURNE

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO, LOCAL 1343, SHELBURNE TOWN EMPLOYEES CHAPTER 008

July 1, 2015
through
June 30, 2018

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ARTICLE 1

SECTION 101 – Recognition

The Town of Shelburne, (the Town), recognizes the AFSCME, Council 93, Local 1343, AFL-CIO, (the Union), as the sole and exclusive representative of the employees in the bargaining unit, as certified by orders of the Vermont Labor Relations Board in Docket No. 93-15, dated June 10, 1993, and Docket No. 96-66, dated March 27, 1997, as amended by VLRB in Docket No. 00-5, dated 3/16/00, and Docket No. 03-18, dated April 18, 2003, with respect to negotiating wages, hours, and conditions of employment, excluding the Police Department employees, as amended by Docket No. 15-16. The Union shall be responsible for representing the interests of all members of the bargaining unit consistent with the Orders of Certification issued by the Labor Relations Board. The Union agrees that in connection with such representation it shall provide all members of the bargaining unit, without regard to Union membership, equal access to information regarding negotiation of amendments to this Agreement and successor agreements.

SECTION 102 – Union Representation

The Town agrees that it shall not negotiate directly with any bargaining unit employee relative to wages, hours and conditions of employment and shall give prior notice to the Union and allow a Union representative to be present at any meeting at which an employee presents, independently, a grievance relative to wages, hours and conditions of employment to the Town.

SECTION 103 – Non-Discrimination

The Town and the Union agree not to discriminate in any way against employees covered by this Agreement, including discrimination based on race, color, religion, creed, sex, sexual orientation, national origin, ancestry, place of birth, age or physical or mental condition, and to promote harmonious relations between the Town and the Union.

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 Town 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 Town. 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 sets forth the complete agreement between the Town and the Union and supersedes all previous agreements, oral or written.

B. This Agreement shall become effective on July 1, 2015, and shall continue in effect through June 30, 2018, and remain in effect thereafter until the parties enter into a new agreement. Any party desiring to terminate or modify this Agreement shall serve written notice of such desire on the other party.

SECTION 106 – Savings Clause

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

SECTION 107 – Distribution of Agreement

All bargaining unit and new employees shall be furnished a copy of this Agreement by the Town Manager following its execution by both parties. Each employee shall acknowledge, in writing, receipt of this Agreement at the time of delivery. Such acknowledgment shall constitute an affirmative representation by each employee that he/she will become familiar with the terms of the Agreement.

SECTION 108 – Personnel Rules and Regulations

The Town and Union agree that except as expressly modified by this Agreement, the respective benefits and rights of the parties set forth in the Personnel Regulations of the Town of Shelburne, adopted October 22, 1990, shall remain in effect and shall govern the parties hereto. Terms used in the Personnel Regulations shall have the same meaning in this Agreement.

ARTICLE 2
EMPLOYEE AND UNION RIGHTS

SECTION 201 – Employee Rights

A. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join or not join the Union.

B. Any employee who is eligible to join the Union shall have the free choice of doing so, and shall not be discriminated against because of his/her choice.

SECTION 202 – Payroll Deductions

A. The Employer agrees to deduct Union dues as certified by the Union and as authorized by the bargaining unit employee in writing, 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.

The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits or other forms of action or liability that may arise out of, or by reason of, any action taken by the Town in compliance with this Section.

B. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof.

An employee may withdraw his/her political education fund fee authorization by giving notice to the Employer.

The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are being transmitted.

SECTION 203 – Union Committees

A. The Union may appoint or elect representatives who will be afforded reasonable time off to process and investigate grievances as needed, provided permission is obtained from the Department Head. The Town agrees that such permission will not be unreasonably withheld.

B. Four employees will be granted or afforded reasonable time off, or have their schedules arranged, so that they are able to participate in collective bargaining negotiations without loss of pay.

C. The Union will advise the Town Manager, in writing, of the names of its officers and representatives within 15 days of the election or appointment of such persons.

ARTICLE 3
MANAGEMENT RIGHTS

SECTION 301

Except as otherwise specifically provided in this Agreement, determination of policy, the operation and management of Town Departments, the control, supervision and direction of employees, and any and all other matters which are committed by law to the Town or otherwise involve the exercise of reserved or retained managerial prerogatives are vested exclusively in the Town.

SECTION 302

None of the provisions of this Agreement shall operate to preclude the Town from taking such action as it deems necessary for the care and protection of its employees, equipment and facilities in case of emergency.

SECTION 303

The Town shall have the right to adopt, amend and promulgate as necessary, rules, regulations, policies and procedures not addressed in this Agreement for the efficient and orderly administration of Town Departments.

ARTICLE 4
WORKING CONDITIONS

SECTION 401 – Hours of Work

A. The work week shall consist of seven (7) consecutive days and shall begin at 0001 hours on Monday and end at 2400 hours (midnight) on the next following Sunday.

B. The scheduled hours of work for all employees shall be established by the Town Manager or his/her designee. The regular schedule for any employee may require the regular performance of up to forty (40) hours of work per work week.

C. A seven (7) day prior notice shall be given in the event of an involuntary change of schedule unless otherwise mutually agreed.

SECTION 402 – Employment Development and Training

The Town encourages employees to continue their education and has established a reimbursement program for 100% of the direct costs of the course or program that an employee is enrolled in. In order to receive reimbursement for a course four requirements must be met. First, the course must be job related; second, the Town Manager, based on his/her sole discretion, must approve the course; third, a grade of "c" or better must be obtained; and fourth, adequate funds must be available in the Town's budget. An employee may be reimbursed for one course per semester. Reimbursement will also be given to full time employees who have satisfied the above requirements for a course conferring credit for a high school diploma or GED. Courses taken under this provision shall be outside of the employee's working hours, except with approval of the Department Head and the Town Manager. Upon completion of the course, a receipt for the course and an official statement of grades earned must be received by the Town Manager's office. These items must be turned in before a reimbursement check will be issued. The Town shall establish a budget of $3,000 per fiscal year for this purpose. The Town shall not be obligated to spend the entire budgeted amount each year. The budget for this item shall be increased by COLA each year.

SECTION 403 – Uniforms and Equipment

A. Wastewater, Water and Maintenance:

The Town shall provide each employee with the following:

11 sets of pants
2 Lined Pants for those who request them
11 long sleeve shirts
2 jackets

The above items shall be cleaned and maintained by a uniform service.
The Town shall also provide coveralls and a winter jacket as needed.

In lieu of items listed in B. above, if requested, the Town shall provide each wastewater, water, and maintenance employee with a clothing allowance of $300 per year.

B. The Town shall reimburse Wastewater, Water and Maintenance employees for the cost of appropriate safety footwear. In any twelve-month period, reimbursement shall not exceed $200.

SECTION 404 – Volunteer Emergency Community Service

Employees, who are volunteers for any emergency community service for the Town of Shelburne or bordering Towns (Charlotte, Hinesburg, Williston, St. George, and South Burlington) shall be released, on a reasonable basis, with pay, less any sums paid to the employee, to respond to such emergency.

ARTICLE 5
FRINGE BENEFITS AND LEAVES

SECTION 501 – Review of Benefits and Policy Terms

Insurance Benefits may be reviewed annually by the Town to determine if coverages are adequate, if cost savings can be made by substituting carriers, or for other reasons deemed necessary by

the Town. The Town may change any insurance provider or program provided the level of coverage shall be substantially equal in terms of burden to employees and the current level of benefits. If the Health Insurance premium increase in any one year of this contract exceeds 10%, the parties agree to reopen the Contract for collective bargaining of the insurance section only. The Town shall notify the union as soon as is reasonably possible of any anticipated or imminent change.

The specific terms, provisions, restrictions and conditions of the respective employee benefit policies referred to in this Article 5 are incorporated herein by reference as if set forth in full. Employees shall be furnished a copy of all benefit policies, and copies shall be available for inspection in the Town Manager's office during regular business hours.

SECTION 502 – Life Insurance

The Town shall maintain enrollment in a group life insurance program for each bargaining unit employee in an amount equal to the employee's annual base salary rounded to the next higher thousand. Base Salary shall be determined by multiplying the employee's hourly rate by the number of regular hours worked in a year (e.g. the calculation for an employee working 40 hours per week would be 40x52=2080 hours x hourly rate.) The Town contributes 100% of the employee's payment of that program. A description of the terms and qualifications of the life insurance policy is available from the Town Manager's office.

SECTION 503 – Health Insurance

A. The Town will maintain current health insurance at terms negotiated through December 31, 2015.

Town of Shelburne and employees will enter Vermont Health Connect on January 1, 2016 with the Town paying 85% of the Platinum plan premium and the Employee paying 15%.

Employees are able to pick any plan offered by Vermont Health Connect.

B. The Town shall cease offering Health Insurance benefits as of the last day of the month following the date of resignation.

C. An employee who opts out of the Town's health coverage will be subject to the provisions outlined in the Town's personnel policy for the duration of this contract.

SECTION 504 – Dental Insurance

A. The Town shall contribute 100% of the premium for a dental plan in which enrollees shall be the employee, spouse and other dependents as described in the terms of the policy.

B. The Town will provide a $2,000 orthodontia benefit if available from a provider of dental insurance.

SECTION 505 – Vision Care

The Town shall reimburse each employee up to 50% of the cost of eyeglasses that have been prescribed by a licensed physician. Such reimbursement shall not exceed $150.00 in a two year period. The reimbursement amount may be applied to corrective eye surgery not otherwise covered under health insurance.

SECTION 506 – Disability

The Town shall maintain a group employee long-term disability policy. The Town provides 100% of the employee's premiums. This policy covers long term disability, commencing after the 90th day of disability and paying the employee 2/3rds of his/her salary until age 65, subject to income offsets and other qualifications as are included in the terms of the policy.

SECTION 507 – Retirement

Eligible Town employees are enrolled in the Vermont Municipal Employees Retirement System (VMERS). The eligibility, terms, conditions, and policies for that system are as set forth in Title 24, Vermont Statutes Annotated Chapter 125 and in plan documents maintained by VMERS as amended from time to time. Upon retirement, each Town employee shall be entitled to the benefits set forth by statutes as defined in 24 V.S.A., Chapter 125 as well as the policies and plan documents maintained by VMERS.

New employees who have not previously participated in VMERS will be enrolled in the following:

All: choose either VMERS Group B or Group DC

The enrollment options available to new employees who were previously enrolled in VMERS will be determined per VMERS terms, conditions and policies.

SECTION 507.1 – Continuation of Health Insurance

The Town will continue to make the Medicare Carve-Out coverage, if available, offered by the then current carrier. If allowed by the Town's carrier, retirees may elect to remain on the Town's health insurance plan or enroll in the Medicare Carve-Out but are responsible for the premium cost as billed by the Providers as well as any deductibles and copays. The HRA described in section 503 does not apply to those retiree coverages.

SECTION 508 – ICMA Deferred Compensation

The Town shall offer the ICMA Deferred Compensation Plan to employees. This program is voluntary and contributions to the Plan are made by the employees. Information on this plan can be obtained from the Town Manager or Town Clerk's office.

SECTION 509 – Employee Assistance Program

The Town shall enroll in an Employee Assistance Program which provides counseling services to Town employees. Information on this program can be obtained from the Town Manager's office. The Town shall make available an experienced Mental Health Professional capable of providing critical incident debriefing for all employees.

SECTION 510 – Flexible Spending

The Town will make available to Town employees a Flexible Spending Account funded by employee payroll deductions. The account will be used for qualifying healthcare and dependent day care expenses, subject to federal and state regulations.

SECTION 511 – Eligibility

All full-time employees are eligible for the benefit programs offered by the Town. Regular part-time employees who work an average 20 hours or more a week over the previous 12 months may elect to participate in the Town's benefit programs. The Town will pay a proportionate share of the cost of the programs based on the ratio of hours worked to 40 hours per week with the employee responsible for paying the balance in advance.

SECTION 512 – Date of Hire – Definition

A. The date of hire for the purpose of accruing benefits shall mean the first day of employment with the Town in which the employee is either a regular part time employee working a minimum of 20 hours per week or a full time employee.

B. In the event that a full time employee leaves full time employment with the Town and subsequently returns to full time employment within 2 years, the employee will be reinstated based on their level of service (as determined in A) at the time the employee left full time employment with the Town. The length of full time service accrued prior to the employee leaving Town employment will be credited upon their return.

C. In the event a regular part-time employee working 20 hours per week or more moves to a full-time position, their level of benefits and seniority determining benefits continues and shall be based on their date of hire. In the event a part-time employee hired to work less than 20 hours per week moves to a full-time position, their level of benefits and seniority shall be based on the first day of their employment in the full-time position.

SECTION 513 – Holidays

The following are the regular holidays observed by the Town of Shelburne:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Bennington Battle Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Any listed holiday which falls on a Sunday shall be observed on the following Monday and any such holiday which falls on a Saturday shall be observed on the preceding Friday.

SECTION 514 – Personal Holidays and Leave

Each employee who works a regular 40 hour work week is entitled to 24 hours of personal leave per year. Each employee who works a regularly scheduled 12 hour shift is entitled to 36 hours of

personal leave per year. Personal leave days may be taken with the approval of the Department Head. The following limitations apply to personal holidays:

A. No employee is entitled to take a personal holiday until he/she has been in the Town's service for at least thirty (30) days.

B. Employees who wish to observe religious holidays, which fall on a normal workday, shall use their personal holiday for that purpose.

C. Personal leave hours must be taken in the year in which they are earned. Personal leave shall accrue on the anniversary of the date of hire. Personal holidays and leave are not reimbursable upon termination. Personal leave shall not be accumulated.

D. Personal leave may be taken in increments of no less than 1 hour periods.

SECTION 515 – Town Beach

All Town employees will be entitled to one free Town beach sticker each year of this agreement. Stickers are for Town employees' personal vehicles only and they will be issued from the Recreation Department Office upon request of the employee. A list of Employees will be at the Town Beach to allow free entrance to family members, who may be using a separate vehicle or alternate means of transportation.

SECTION 516 – Payroll Direct Deposit

Direct Deposit or optional deductions, on a weekly basis, can be credited to an employee's savings or checking account in the credit union or bank of the employee's choice. The Town reserves the right to limit the number of bank accounts to two for direct deposit/optional deductions for each payroll period.

SECTION 517 – Vacation

A. It is the policy of the Town of Shelburne to encourage every employee to take some time away from the job at least once every year to relax and enjoy the leisure time that has been earned.

B. Restrictions – No vacation time, may be taken in the first six months of employment. If an employee is terminated from employment with the Town during the first twelve (12) months of employment, he/she will not be entitled to be compensated for any accrued vacation time.

C. Schedule: employees are eligible for paid vacation days according to the following schedule:

LENGTH OF SERVICE	HOURS ACCUMULATED PER YEAR
Date of Hire until 5th Anniversary of Date of Hire	8 hours per month
Beyond 5th Anniversary of Date of Hire until 10th Anniversary	10.6 hours per month
Beyond 10th Anniversary of Date of Hire	13.2 hours per month

D. All vacation is figured from the date of hire.

E. All vacation leave will be accrued on a monthly basis and will be credited at the end of each month.

F. Limitations – The following limitations shall apply to the exercise of vacation benefits:

1) Subsequent to the first year of employment, each employee is required to take a minimum of five days' vacation, during each calendar year of employment.

2) Vacation may be taken in increments of no less than 1-hour periods.

3) The scheduling of vacation time shall be the responsibility of Department Heads. Scheduling shall accommodate, to the greatest extent possible, preference expressed by department employees. Subject to the discretion of department heads, preference shall be given to seniority in regards to conflicts in employee vacation time.

4) In the event that a regular holiday falls during a scheduled vacation leave period, a vacation leave day will not be charged to the employee for that day.

5) Upon the exhaustion of all available sick leave by an eligible employee, accumulated vacation leave may be exercised by any employee unable to work by virtue of extended illness, maternity leave, or accident.

G. Accumulation – Except as provided herein, an employee with unused vacation time on June 30 of any fiscal year may only carry forward into the next fiscal year a total of 240 hours of vacation. Any vacation hours in excess of 240 will be forfeited without compensation. Any employee who, prior to May 1 of any fiscal year, requested and received approval for a vacation during the period May 1 through June 30 of that fiscal year, will not forfeit such vacation hours, if:

1) the vacation is canceled by the Town, and
2) the vacation hours are used within the first ninety (90) days of the next fiscal year.

Effective July 1, 2016, an employee with unused vacation time on June 30 of any fiscal year may only carry forward into the next fiscal year a total of 200 hours of vacation. Any vacation hours in excess of 200 will be forfeited without compensation. Any employee who, prior to May 1 of any fiscal year, requested and received approval for a vacation during the period May 1 through June 30 of that fiscal year, will not forfeit such vacation hours, if:

1) the vacation is canceled by the Town, and
2) the vacation hours are used within the first ninety (90) days of the next fiscal year.

SECTION 518 – Sick Leave

A. If an employee is sick and cannot report for work, he/she must notify her/his immediate supervisor as far in advance of the employee's scheduled work time as possible. If the immediate supervisor is not available, the next higher supervisor in the line of command to the employee shall be notified.

B. All permanent full time employees of the Town shall be entitled to sick leave as follows:

SICK LEAVE	HOURS ALLOCATED
Date of Hire – 5th Anniversary of Date of Hire	8 hours per month
Beyond 5th Anniversary of Date of Hire	12 hours per month

C. Employees may accumulate sick leave from year to year to a maximum of 90 days.

D. Any employee whose absence for reasons of sickness extends beyond three (3) consecutive workdays shall provide the Department Head with a statement from a licensed medical professional attesting to the employee's inability to work. If the absence extends beyond one week, the employee's department head may request a statement from a licensed medical professional regarding the expected duration of the absence and the frequency of routine medical re-evaluations during the absence. The department head may also request a statement from the medical professional describing the nature of problem necessitating the absence which the medical professional will provide unless precluded by law. The department head may request subsequent statements from the medical professional regarding the employee's status following routine re-evaluations.

E. Any employee who has accumulated a total of 480 sick leave hours (60 sick leave days) may convert additional sick leave hours to annual leave hours as follows:

16 sick leave hours to 8 annual leave hours

Up to 80 additional annual leave hours (10 annual leave days) may be obtained through conversion per fiscal year.

F. An employee may use sick leave for the following purposes:

1) Purposes of personal illness or injury.

2) A death in the immediate family, with a maximum of ten (10) days granted per occurrence unless additional time is granted by the Town Manager. (See □Section 522)

3) Serious illness of the immediate family where the employee's attendance is required.

4) Medical appointments for the employee or his/her child, spouse, parents or in-laws.

5) Pregnancy and related medical conditions.

G. Sick leave may be taken in increments of no less than 1 hour periods.

H. An employee who does not take any sick leave within any twelve month period commencing with the date of original employment will receive one (1) additional annual leave day upon request of the employee.

SECTION 519 – Court Leave

Jury Duty – In recognition by the Town that it is a civic obligation of each Town employee to serve jury duty if called, all employees shall be reimbursed at their customary rate of pay for work absences due to jury duty or appearing as a witness under legal compulsion. Payments by the Town under this provision shall be reduced to the extent of any amount received by an employee as compensation for jury duty or appearance as a witness. An individual taking court leave shall be required to submit documentation as to any pay received from the Court.

SECTION 520 – Military Leave

A. Any employee of the Town who is a duly qualified member of the reserve components of the armed forces, of the ready reserve, or of an organized unit, and (1) who, in order to receive military training with the armed forces of the United States, not to exceed 30 days in any one calendar year, or is called to active duty leaves a position other than a temporary position, and (2) who gives evidence defining the date of departure and the date of return for purposes of active duty or military training 30 days prior to the date of departure, and (3) who shall further give evidence of the satisfactory completion of such active duty or training immediately thereafter, and (4) who is still qualified to perform the duties of such position, shall upon return be entitled to be restored to his/her previous or similar position with the same status, pay and seniority. In such circumstances, seniority, earned sick leave and earned vacation time shall continue to accrue during such period of absence. Such period of absence shall be construed as an absence with leave. Under such circumstances, the Town shall pay the employee the difference between what he/she is paid by the military during such training period, and what he/she would have earned during a normal work week with the Town. Such period of absence shall not be deducted from the employee's annual leave pay, or counted as annual leave time. Any individual taking military leave shall be required to submit documentation as to any pay received from the military.

B. Each employee shall also have such other reemployment rights as provided by (and subject to the conditions of) 38 U.S.C. §2024.

SECTION 521 – Parental, Medical and Family Leave

A. The Town shall provide all employees, if eligible, unpaid parental, medical and family leave, not to exceed 60 work days, in accordance with 21 V.S.A. Subchapter 4A and the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601 et seq., collectively "the Family Leave Acts". Maternity leave of up to 90 workdays for the birth or adoption of a child shall be available. During the leave, any combination of accrued annual leave, sick leave or compensatory time may be used at the employee's choice.

Additional leave, up to a maximum of 90 workdays, may be granted if prescribed by a physician and approved by the Department Head and Town Manager.

B. Upon return from such leave, an employee shall be offered the same or comparable job at the same level of compensation, employment benefits, seniority or any other term or condition of employment existing on the day the leave began.

C. An employee who is unable to return to duty at the end of the leave period provided by this section but recovers within two years of the date the leave began shall be reinstated in the first available position suitable for the worker given the position the worker held on the day the leave began.

1) "Recovery" means that the employee can reasonably be expected to perform safely the duties of his or her prior position or an alternative suitable position.

D. For the purpose of determining the length of leave authorized in this section:

1) Availability of leave under the Family Leave Acts shall be determined on a rolling 12 month basis, and

2) Employees are obligated to request leave under the Family Leave Acts using forms provided by the Town either before or as soon as reasonably possible after such leave commences. However, even without an employee request, if the Town Manager determines that an employee's absence is eligible under one or both of the Family Leave Acts, the Town may notify the employee of such eligibility and, upon such notification, leave under the Family Leave Acts shall be deemed to have begun on the first day of the employee's absence; and

3) If an employee's absence is eligible for leave under both the Family Leave Acts, leave available under the Acts shall run concurrently; and

4) Annual leave, sick leave, personal leave and compensatory time used by the employee during the period of absence under the Family Leave Acts shall first be used concurrently with leave under the Family Leave Acts until such leave is exhausted. An employee may not use leave under the Family Leave Acts consecutively with other available leaves. (Example: An employee with accumulated annual, personal and sick leave and compensatory time totaling twelve (12) weeks may use such leave concurrently with leave under the Family Leave Acts for a total period of absence of twelve (12) weeks. The Town leaves may not be used consecutively to extend the total period of absence to twenty-four (24) weeks. If accumulated annual and sick leave and compensatory time exceed twelve (12) weeks, the employee may use the full amount of accumulated time.)

SECTION 522 – Bereavement Leave

A. All employees shall be entitled to a bereavement leave with pay for absence caused by the death of a member of any employee's immediate family upon verification by the Town Manager. Paid leave shall be limited to five (5) days per occurrence for full time employees. 10 days for the death of a spouse or significant other.

B. Upon the death of a coworker employees shall be allowed time off with pay to attend visiting hours or funeral.

SECTION 523 – Education Leave

Leaves of absence without pay may, with the approval of the Department Head and Town Manager, be granted for attendance at any full time degree granting college or university, provided it is for courses related to the employee's line of employment. The employee's position will be made available upon completion or return from the particular program. Requests for educational leaves of absences will be reviewed on a case by case basis. The granting of an educational leave of absence shall not set a precedent for subsequent requests for such leave by any Town employee.

SECTION 524 – Special Leaves of Absence

The Town Manager and appropriate Department Head may authorize leaves of absence during which employee benefits are preserved but no salary is paid. The Town may fill an absent employee's position by temporary appointment. The granting of a special leave of absence shall not set a precedent for subsequent requests for such leave by any Town employee.

ARTICLE 6
COMPENSATION

SECTION 601 – Rate of Pay

Compensation shall be in accordance with the following.

A. Effective July 1, 2015, Employees will receive a pay increase double the 2.2% COLA amount, determined using the average of the US Department of Labor, Bureau of Labor Statistics database series CPI-W Urban wage earners and Clerical Workers. U.S. Cities Average, seasonally adjusted Series #CWSR0000SA0, for the 60 month (5 year) period ending October 31 ("the series average"). COLA cannot be less than 2%.

   Effective July 1, 2016, Employees will receive a pay increase of the COLA amount, but not less than 2%.

   Effective July 1, 2017, Employees will receive a pay increase of the COLA amount, but not less than 2%.

B. New hires with no experience will be placed on probation for a period of 6 months. At the end of the probationary period, members will receive a 2% increase in pay.

C. New hires for the Public Works Department who have appropriate experience will be paid commensurate with that experience as determined by the Manager in consultation with the department head.

SECTION 602-Call Back Pay

If an employee is called back to work after a normal workday has terminated, or before his/her next regular workday, he/she will receive no less than three (3) hours at the rate of one and one-half times his/her regular pay rate. This policy will be applicable to all call-back situations, and will be based on a per occurrence basis.

SECTION 603 – Shift Differential

Any employee who is scheduled to work during the period between 3:00 pm and 11:00 pm shall receive an extra $1.00 per hour in addition to the employee's regular hourly rate for hours worked during this period. Any employee scheduled to work during the period between 11:00 pm and 7:00 am shall receive an extra $1.25 per hour in addition to the employee's regular hourly rate for those hours worked during this period.

SECTION 604 – On Call Pay

It is recognized that certain jobs and departments may require employees to be on-call and readily available after hours and on weekends to handle emergency situations. Employees on-call in a particular department are expected to respond in a prompt fashion to emergency situations. In return for this, employees' on-call pay shall be as follows:

Sewer and Water Department	$235 per week effective July 1, 2015 and for the duration of the contract. Employees on call on any portion of Christmas, New Year's or Independence Day shall receive an additional $40.00 in on call pay for the week in which the holiday falls.

In certain conditions, employees on call may be allowed to take home a work vehicle and shall be determined by the employee's supervisor.

On-call opportunities shall be given to bargaining unit members first on the basis of rotation as described in the section on overtime.

SECTION 605 – Holiday Compensation

A. Any employee required to work the holidays listed in Section 513 shall be compensated at the rate of two (2) times their customary hourly rate of pay for hours worked, in addition to 8 hours pay for the holiday or an alternate day off as Holiday Compensatory Time at the discretion of such employee. Holiday pay for the holiday or Holiday Compensatory Time is limited to 8 hours during the 24 hour period of the holiday. Only employees averaging at least 20 hours of work over the previous 12 months are eligible for pro-rata holiday pay for the holiday or Holiday Compensatory Time.

B. Holiday Compensatory Time may not be accumulated in excess of 60 hours. When Holiday Compensatory Time has reached 60 hours, all additional Holiday pay for the holiday shall be paid. Accumulated Holiday Compensatory Time shall not be paid out upon termination of employment.

SECTION 606 – Mileage Reimbursement

Employees who use their personal vehicles for Town business will receive mileage reimbursement at the maximum non taxable rate established by the IRS. The use of personal vehicles must be authorized by the Department Head prior to such use. Mileage reimbursement will be paid on a monthly basis.

SECTION 607 – Certification Pay

A. Water employees will receive a $.45 per hour increase in pay for receiving the appropriate certification for operating the Shelburne water system.

B. Wastewater employees will receive a $.45 per hour increase in pay for each level of certification achieved after their date of hire.

SECTION 608 – Performance Compensation

The system has been suspended until a revised performance evaluation system can be established.

SECTION 609 – Reserved

SECTION 610 – Overtime

Overtime work is authorized work performed in excess of forty (40) hours in a single work week, unless a work period longer than seven (7) days has been established pursuant to □401(c). Compensation will be by monetary reimbursement at the rate of 1.5 times the employee's appropriate hourly rate, for those employees paid on an hourly basis. For the purpose of computing overtime, all time paid shall be considered time worked with the exception of comp time. Compensatory time taken by an employee during a work period does not count as part of the hours worked for the purposes of earning overtime during that pay period.

Concerning issues of overtime compensation, Department Heads shall be responsible for ensuring compliance with the following procedures:

A. With the exception of unforeseen circumstances, all employees shall notify department heads or, if none, the Town Manager, in advance of the need to perform overtime work. No overtime work shall be reimbursed without prior approval of the Department Head or Town Manager.

B. Each employee shall, within the pay period in which overtime work is performed, notify his/her Department Head of the amount of overtime work performed.

C. There will be an equal distribution of overtime work among all members of a department through a rotation between employees.

SECTION 611 – Compensatory Time

Compensatory time is time off in lieu of overtime pay. The compensatory time policy is as follows:

A. The following restrictions apply to use of compensatory time:
   1) Compensatory time may not be accumulated in excess of 60 hours. When compensatory time has reached 60 hours, additional overtime will be paid.
   2) All compensatory time taken must be scheduled by an employee and approved by the employee's supervisor.

B. Employees will be compensated for any compensatory time upon termination of employment with the Town, at any time as determined by the Town, or upon request by the employee.

SECTION 612 – Personal Property

A. The Town shall reimburse an employee for personal property damaged, provided that the damage was in no way caused by the negligence of the employee; and adequate proof is made that the damage was incurred in performance of job related functions.

B. The amount of reimbursement due from the Town shall be reduced by any reimbursement the employee receives from other sources.

C. The Town will provide employees with basic cell phones. Employees who opt out of basic plan will be reimbursed up to $30 per month for personal cell phone.

ARTICLE 7
PERSONNEL ACTIONS

SECTION 701 – Vacancies

When there is an opening or vacancy in any bargaining unit position, the Town shall post a notice on bulletin boards at each work site for seven (7) calendar days. Employees interested may apply for the position by providing written notice to the Town Manager within ten (10) days of the posting. At the expiration of the posting period, the Town may, at its discretion, publicly advertise the vacancy before acting to fill the vacancy.

Upon reviewing all applications received, and conducting interviews as appropriate, the Town Manager, together with the relevant department head, shall select for employment the applicant whose qualifications, experience and references indicate that he/she is the individual possessing the most integrity and is the person best qualified to fill the vacancy.

SECTION 702 – Layoff

Any Town employee may be laid off whenever it is necessary to reduce the number of employees in any department because of change in the function or organization of a department, financial restrictions, changes in work demands, elimination of job categories, or related reasons. Employees so affected shall be notified ten (10) working days in advance of the action to be taken.

To the extent possible, layoffs within a department shall be made in inverse order of seniority, provided a more senior employee is qualified to perform the duties of the position of a less senior employee in the department.

Decisions regarding recall of employees who have been laid off shall be made taking into consideration the same factors used to make layoff.

SECTION 703 – Drug and Alcohol Testing

All drug and alcohol testing shall be in accordance with the Town's Drug and Alcohol testing policy in effect upon execution of this agreement.

SECTION 704 – Disciplinary Actions

Town employees may be subjected to disciplinary action for any reason constituting just cause. Just cause shall include, but not be limited to any of the following:

A. Repeated tardiness, unexcused absence, or job abandonment.

B. Use of controlled substances during working hours while operating Town vehicles and equipment or in a manner which affects job performance.

C. Failure to respond to direction or supervision by the employee's Department head or supervisor, or inability to relate to, work with and perform job tasks with fellow employees, supervisor or Department head.

D. Breach of the provisions and standards set forth in Standards of Conduct and Ethics Sections, Town employment policies, departmental policies, and any other requirements set forth in this Personnel Manual.

E. Lack of productivity, failure to discharge job obligations, inefficiency, or incompetence.

F. Action during working hours which constitutes a threat to the safety of the public or fellow employees or to Town property.

G. False representations on job applications; improper use of Town property, facilities, or funds; conviction of a criminal offense; or engaging in prohibited political activity.

H. Any other conduct which impairs the efficiency and effectiveness of Town Government or which could cause public mistrust of an employee's professionalism.

SECTION 705 – Disciplinary Alternatives

In response to conduct which is grounds for disciplinary action, the Town Manager, upon consulting the Department head, may take any of the actions described herein. In determining whether disciplinary action is necessary and, if so, what disciplinary action is appropriate, the Town Manager and Department head shall consider the nature and severity of the objectionable conduct, the employee's prior performance/disciplinary record, the effect of the employee's activity on municipal operations, employee morale and the efficient operation of Town government, the effect of the employee's activity upon public confidence in Town government, and the past and potential contribution by the employee to the Town service. The following disciplinary alternatives shall be available:

A. Verbal warning – A verbal warning from the employee's supervisor and/or Department head notifying the employee of conduct considered inappropriate and actions and procedures necessary to improve the conduct. The date and time of the verbal warning shall be documented by the supervisor. The employee shall be notified that a verbal warning has been given by the supervisor.

B. Reprimand – a written statement, signed by the relevant supervisor and Department head, notifying an employee of conduct considered objectionable, actions necessary to improve the situation, and specifying that recurrence of the same or similar activity will result in more severe disciplinary action. The reprimand shall be filed with the employee's personnel records.

C. Suspension Without Pay – The temporary removal of an employee from the performance of job functions for a period ranging from one work day up to but not exceeding thirty (30) work days in any twelve-month period of employment. A suspended employee shall remain on the active roster of regular Town employees for the purposes of the accrual of benefits; however, he/she shall not receive any salary during the period of suspension. Department heads shall have the authority to order suspensions of no more than five (5) days without consulting the Town Manager.

D. Demotion – The reduction of an employee's rate of pay. Demotion shall be limited to a maximum of ten (10%) percent of an employee's salary within any consecutive twelve (12) month period of employment.

E. Dismissal – The permanent termination of an employee's working relationship with the Town, subject only to the payment of any accrued earnings or benefits.

SECTION 706 – Safety and Health Policy

The health and safety of each employee is important to the Town of Shelburne and the union. The Town Manager will appoint a safety committee which will: 1) Develop a health and safety plan for Town employees; 2) Review and update the plan on an annual basis; and 3) Provide advice and guidance to the Town Manager on employees' safety and health matters. At least 2 members of the bargaining unit shall serve on this committee.

SECTION 707 – Grievance and Arbitration Procedures

A. A "grievance" is a claim by an employee or the Union that there has been a violation of the express written terms of this Agreement.

B. Grievances shall be processed as follows:

Step 1: An employee, group of employees, or the Union must present a grievance in writing to the immediate supervisor outside the bargaining unit within 10 calendar days after the alleged violation. The immediate supervisor must respond in writing within 10 calendar days.

Step 2: If no satisfactory agreement is reached, the grievant or the Union shall present a written grievance to the Town Manager within 14 calendar days from the earlier of the date a Step 1 response was provided or the date when the response was due. The Town Manager shall meet with the grievant or the Grievance Committee within 10 calendar days after receipt of the written grievance and shall respond in writing within 10 calendar days after the meeting.

Step 3 for Grievances arising under Article 7: If the grievance is not resolved at Step 2, the union and not any individual employee may, within five (5) days of the date the Manager's response was due, forward the grievance in writing to the Town Manager or his designated representative, setting forth the reasons for dissatisfaction with the decision of the Manager and requesting a Step 3 hearing before a three person arbitration panel to review the Manager's decision. A three (3) person panel (the "Panel") shall be organized to hear the grievance as follows: (a) the Manager and the Association shall each select one (1) person to be a member of

the Panel; (b) the Panel members selected by the Manager and the Association shall in turn mutually agree upon a third Panel member; and (c) if a third Panel member cannot be mutually agreed upon, then a request shall be made to the FMCS for the selection of a third panelist. The Town and the Association shall be responsible for paying the costs of their respective designated Panel members, and shall share the costs of the third Panel member. In addition, the Panel may retain an attorney to assist the Panel in the process of consideration of the grievance. Should the Panel decide to retain an attorney, the cost of the attorney's services shall be shared by the Town and the Association.

The Panel shall convene a hearing as soon as reasonably practicable. Each party shall have the right to call any witnesses and use any representative it deems necessary. The Panel shall render a decision in writing within 30 days after the date of the hearing.

The panel shall have no power to alter or amend the terms of this Agreement. The panel's authority is limited to interpreting and applying the provisions of this Agreement and they shall have no power to add to or subtract from, alter, or modify any of the said provisions. The panel shall be limited to the issues raised by the parties.

Step 3 for grievances arising under any Article except Article 7: If the grievance remains unsettled after the step 2 decision, the grievant or the Union may appeal to the Board of Selectmen by presenting a written notice of appeal within 14 calendar days from the earlier of the date of the Step 2 response or the date when the Step 2 response was due. The Board of Selectmen shall meet with the grievant or the Grievance Committee within 45 calendar days from receipt of the written notice of appeal. Such meeting shall be held in executive session unless mutually agreed otherwise by the Board of selectmen and the grievant. The Board of Selectmen shall then respond to the grievance in writing within 30 calendar days after said meeting.

Step 4 for grievances arising under Article 7: If the grievance remains unsettled after the step 3 decision, the grievant or the Union may appeal to the Board of Selectmen by presenting a written notice of appeal within 14 calendar days from the date of the Step 3 response. The Board of Selectmen shall meet with the grievant or the Grievance Committee within 45 calendar days from receipt of the written notice of appeal. Such meeting shall be held in executive session unless mutually agreed otherwise by the Board of Selectmen and the grievant. The Board of Selectmen shall then respond to the grievance in writing within 30 calendar days after said meeting. The decision of the Select Board shall be final.

Step 4 for grievances arising under any Article except Article 7: If the grievance is still unsettled, the Union, not any individual employee, may request arbitration within 21 calendar days from when the response was due. Submission to arbitration shall be accomplished by a request to the Federal Mediation and Conciliation Service (F.M.C.S.) (or to a mutually selected arbitrator) with a copy to the Town Manager.

C. If the parties fail to agree on an arbitrator, the arbitrator shall be selected from a panel of 7 provided by the F.M.C.S. by alternately striking a name until one remains who shall be the arbitrator.

D. The arbitrator's authority shall be limited to interpreting and applying the express limited written provisions of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provisions.

E. The expense of the arbitrator's services shall be borne equally by the Town and the Union. If either party desires a transcript of the arbitrator, then that party shall bear the cost of said transcript and notify the other party that the transcript has been requested.

F. The arbitrator's decision shall be final and binding except to the extent that said decision is subject to appeal pursuant to State statute.

G. No grievance shall be considered valid unless it is submitted pursuant to the timeliness set forth herein. Failure by the grievant or the Union to adhere to these procedures within the specified time period shall render the grievance null and void. Failure by the Town or its representatives to render a decision within a specified time shall be construed as a denial of the grievance and the grievant may proceed to the next step of the procedure. Time periods specified in this Agreement may be extended by mutual agreement, in writing, between the grievant or Union and the Town Manager.

SECTION 708 – Personnel Records

A. Maintenance. The personnel records for each Town employee shall be kept in the office of the Town Manager. These records are confidential in nature and should be accessible only to the Town Manager, or designee, and the employee. Requests for specific information regarding employees shall be made to the Town Manager.

B. Release of Information. Personnel records of Town employees are considered confidential. Requests for information concerning an employee's or former employee's job history, job performance, and circumstances of job termination, and for access to personnel records other than by Town officers, employees and agents who need such access for bona fide Town purposes shall be denied, except as follows:

1) a current employee may inspect his/her own personnel file during regular business hours; and

2) a current employee or former employee's dates of employment and job title(s) will be provided upon request to the appropriate Town personnel; and
3) upon receipt of a written waiver and consent to a full release of information executed by the employee or former employee, requests for further specific information will be answered by the Town.

C. Any performance-related entries to an employee's file shall be copied to such employee at the time of placement in the file.

D. Any material placed in a personnel file may be retained in the file permanently. However, records of disciplinary actions listed below may not considered in subsequent disciplinary

proceedings after passage of the following time periods:

Written reprimand:	2 years
Suspension, up to 7 days:	3 years
Suspension, up to 14 days:	4 years

SECTION 709 – Seniority

For the purpose of application of seniority within this Agreement, seniority shall mean all time in service with the Town of Shelburne as a full time employee as defined in Section 512 of this agreement. Seniority shall be further defined as applying to full time service within classification and shall apply to shift bidding conflicts and resolution of time off conflicts. For a list of employees in order of their seniority as of July 1, 2015, see appendix C.

SIGNATURE PAGE

DATED At Shelburne, in the County of Chittenden, and State of Vermont this 20th day of August, 2015.

TOWN OF SHELBURNE

Witness

Joe Colangelo, Town Manager
Duly Authorized Agent

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES LOCAL 1343 COUNCIL 93

Candace Bossette
Witness

Unit Representative

Candace Bossette
Witness

Unit Representative

Witness

Unit Representative

Witness

Unit Representative

Witness

Unit Representative

Candace Bossette
Witness

Bill Rasch
AFSCME Representative

ACKNOWLEDGEMENT OF ARBITRATION

We understand that this agreement between the Town of Shelburne and AFSCME Local 1343 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.

TOWN OF SHELBURNE

Witness

Joe Colangelo, Town Manager
Duly Authorized Agent

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES LOCAL 1343 COUNCIL 93

Candace Bessette
Witness

Unit Representative

Candace Bessette
Witness

Unit Representative

Witness

Unit Representative

Witness

Unit Representative

Witness

Unit Representative

Candace Bessette
Witness

Bill Rasch
AFSCME Representative