

Agreement Between

THE CITY OF BARRE, VERMONT

And

UNITED STEELWORKERS

On Behalf Of Its Local #4-68, City Of Barre, VT

Effective

JULY 1, 2022 – JUNE 30, 2025

City  JSW 

Table of Contents

A.	ARTICLE I - GENERAL.....	3
B.	ARTICLE II - GENDER.....	4
C.	ARTICLE III - RECOGNITION.....	4
D.	ARTICLE IV - UNION SECURITY.....	4
E.	ARTICLE V - CHECK OFF.....	5
F.	ARTICLE VI - NO STRIKE OR LOCKOUT.....	5
G.	ARTICLE VII - MANAGEMENT'S RIGHTS.....	5
H.	ARTICLE VIII - DISCIPLINE AND DISCHARGE.....	5
I.	ARTICLE IX - DEFINITION - PERMANENT EMPLOYEE.....	7
J.	ARTICLE X - LOCAL UNION REPRESENTATIVE.....	7
K.	ARTICLE XI - POSTING OF NOTICES.....	8
L.	ARTICLE XII - CITY POLICIES.....	8
M.	ARTICLE XIII - GRIEVANCE PROCEDURE.....	8
N.	ARTICLE XIV - SENIORITY.....	9
O.	ARTICLE XV - JOB BIDDING.....	11
P.	ARTICLE XVI - HOURS OF WORK AND OVERTIME.....	11
Q.	ARTICLE XVII - HOLIDAYS.....	13
R.	ARTICLE XVIII - VACATIONS / PERSONAL LEAVE.....	14
S.	ARTICLE XIX - INSURANCE BENEFITS/VISION CARE/ PENSION PLANS.....	15
T.	ARTICLE XX - BEREAVEMENT.....	20
U.	ARTICLE XXI - SAFETY AND HEALTH.....	20
V.	ARTICLE XXII - LONGEVITY BENEFITS.....	21
W.	ARTICLE XXIII - SICK LEAVE.....	22
X.	ARTICLE XXIV - WORKERS COMPENSATION INSURANCE.....	23
Y.	ARTICLE XXV - JOB CLASSIFICATION AND POSITION DESCRIPTIONS.....	24
Z.	ARTICLE XXVI - LEAVE OF ABSENCE WITH PAY.....	24
AA.	ARTICLE XXVII - UNPAID LEAVE OF ABSENCE.....	25
BB.	ARTICLE XXVIII - LABOR- MANAGEMENT, SAFETY AND CIVIL RIGHTS JOINT COMMITTEE.....	25
CC.	ARTICLE XXIX - TRAINING.....	26
DD.	ARTICLE XXX - WAGES.....	26
EE.	ARTICLE XXXI - TEMPORARY SERVICES.....	26
FF.	ARTICLE XXXII - CLOSING CLAUSES.....	27
GG.	ARTICLE XXXII - TERM OF AGREEMENT.....	27
HH.	APPENDIX A - WAGES.....	29
II.	APPENDIX B - CLASSIFICATIONS.....	31
JJ.	APPENDIX C - ACKNOWLEDGMENT OF ARBITRATION.....	35

[Handwritten initials]

City *[Signature]* USW *[Signature]*

Agreement Between
THE CITY OF BARRE
And
UNITED STEELWORKERS

On Behalf of Local #4-68, City of Barre, VT

JULY 1, 2022 – JUNE 30, 2025

WHEREAS the parties hereto desire to establish, maintain and regulate the conditions under which certain employees of the City of Barre shall work for the various departments within the employee's groups under the jurisdiction of the City of Barre during the term of the contract and with a view toward securing harmonious cooperation between the parties for the purposes of efficiently maintaining the operation of the City.

WITNESSETH:

This Agreement made and entered into this ____ day of September 2023 between the City of Barre (hereinafter referred to as the "Employer") and the United Steelworkers on behalf of its Local #4-68, City of Barre (hereinafter referred to as the "Union"). The Employer and the Union agree as follows:

A. ARTICLE I - GENERAL

1. The Union and the individual members thereof are to regard themselves as public employees and are to be governed by the highest ideals, honor and integrity in all public and personal conduct in order that they may merit the respect and confidence of the general public.
2. The provisions of this Agreement shall be applied equally to employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, religion, national origin, political affiliation, sexual orientation, gender identity, ancestry, place of birth, crime victim status, physical or mental condition or membership or non-membership in the Union.
3. For the purposes of this Agreement, working days are defined as Monday through Friday, excluding holidays and weekends.
4. Employees have a right to review their personnel file, in the presence of a city witness, at any reasonable time and may request a copy of the contents of their personnel file.
5. Domestic Partnership, as used throughout this contract, shall be a relationship that is defined as follows:



City  USW 

- a. The persons are not related by blood closer than would bar marriage in the State of Vermont.
- b. Neither person is married or related by marriage.
- c. The persons share primary residence and common necessities of life.
- d. The persons are eighteen (18) years of age and are competent to enter a contract.
- e. The persons declare that they are each other's sole domestic partner and have been each other's sole domestic partner for a period of at least twelve (12) consecutive months prior to the execution of the partnership.
- f. The persons have agreed between themselves to be responsible for each other's welfare.
- g. The persons have agreed to notify the Human Resource Administrator of any change in the status of their domestic partnership.
- h. Neither person has declared that they have a different domestic partner.

B. ARTICLE II - GENDER

1. Except as the context may specifically require otherwise, use of the masculine, feminine or gender-neutral pronouns shall be understood to include all genders.

C. ARTICLE III - RECOGNITION

1. The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees holding positions listed in Appendix A attached hereto and made a part hereof by the City of Barre, Vermont as per certification to the Vermont Labor Relations Board and the Barre City Council's recognition and certification thereto dated October 18, 1978.
2. As the representative of the employees, the Union may process complaints and grievances through the grievance procedures, including arbitration in accordance with this Agreement or adjust or settle the same.
3. As part of the orientation process for newly hired employees the City will allow the Union President and/or the Union Steward (or designee) the opportunity to meet with the new employee(s) to explain the role of the Union, the provisions of the collective bargaining agreement, and the benefits of Union membership. This portion of the City's orientation process will not exceed one (1) hour.

D. ARTICLE IV - UNION SECURITY

1. Employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement may remain in good standing for the term of the Agreement.
2. All employees employed in any position covered by this Agreement and hired on or after its effective date may become members in good standing on or after the 30th day following the beginning of such employment.

City  USW 

3. The City shall deduct, on a payroll period basis, voluntary contributions to the USW Political Action Fund (USW/PAF) from the wages of those employees represented by the United Steelworkers who voluntarily authorize such deductions and contributions on forms provided for that purpose by the USW/PAF. The amount and timing of such USW/PAF wage deductions and the transmittal of such voluntary contributions to the USW/PAF shall be as specified on such forms and in conformance with any applicable state or federal statute. The City shall remit to the Treasurer of the USW/PAF, within fifteen (15) days following the ending of the month during which any deduction for USW/PAF contributions has been made, the total amount of such contributions which have been deducted. Additionally, with each remittance, the City shall include a report which will list the names, addresses and amounts of deductions for USW/PAF contributions which have been withheld pursuant to this agreement.

E. ARTICLE V - CHECK OFF

1. The Employer will deduct Union dues as designated by the International Secretary-Treasurer of the United Steelworkers, on a weekly basis, and upon authorization by the Union member employee in writing. The dues deducted shall be paid and sent to the International Secretary-Treasurer of the United Steelworkers, P. O. Box 644487, Pittsburgh, PA, 15264-4487, along with USW Form R-115, or as directed by the International Treasurer. By the end of each month, the City shall transmit a copy of USW Form R-115 to the Local Union Financial Secretary, showing the amount of dues collected and paid for each member and the period of time covered by the remittance.
2. The City will provide the Union with a list of the names of new hires during a given month including their date of hire and job classification.
3. 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 Articles IV and V.

F. ARTICLE VI - NO STRIKE OR LOCKOUT



1. The Union agrees that during the term of this Agreement neither the Union nor its members shall encourage or engage in any strikes, stoppages, slow-downs, or other interruptions of work, and the Employer agrees that there shall be no lockouts.

G. ARTICLE VII - MANAGEMENT'S RIGHTS

1. The management of the workplace, the direction of the working forces and work processes and procedures including, the right to hire, transfer, suspend or discharge, except as expressly limited by this Agreement, and the right to lay-off employees due to lack of work, and in general all other functions of management unless expressly limited by this Agreement are reserved to and are vested exclusively in the Employer.

H. ARTICLE VIII - DISCIPLINE AND DISCHARGE

1. The right to discharge, suspend, or otherwise discipline employees shall continue with the Employer provided, however, that no such action shall be taken against an employee who

City  USW  Rmb

has successfully completed their original probation period without just cause. The Employer agrees promptly upon the discipline, suspension or discharge of any employee to give written notice thereof to the Union President.

2. An employee who has completed their probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be processed through the grievance procedure in accordance with Article XIII, except that in the case of discharge, the grievance shall be submitted in writing at Step #2 of the grievance procedure within five (5) working days of the date of the discharge, or in the event that the City shall provide prior written notice of discharge, then the grievance shall be submitted in writing within five (5) working days of the date of the written notice of discharge.
3. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:
 - a). Impose discipline within a reasonable time of the offense. Reasonable time shall be defined as ten (10) working days or as mutually agreed upon.
 - b). Apply discipline with a view toward uniformity and consistency of punishment.
 - c). Employ a system of progressive discipline in increasing order of severity.
 - d). Have a union representative present at all steps outlined below.
 - (1) First Offense - Oral Reprimand, which will be documented and signed as to the general nature of the reprimand and to those present at the time of the reprimand with a copy sent to the Union President.
 - (2) Second Offense of a similar nature (within twelve (12) months of the first offense) Written reprimand. Written reprimands shall be written by the employee's immediate supervisor. The reprimand will be presented to and explained to the employee by the employee's immediate supervisor. A copy of the written reprimand will be sent to the Union President.
 - (3) Third Offense of a similar nature (within twelve (12) months of the second offense) Written Reprimand and up to ninety (90) days suspension without pay, at the discretion of the City Manager. Suspensions will be given out under the following guidelines. No vacation leave, sick leave or personal leave shall accrue during these suspensions.
 - (a) Up to fifteen (15) days for minor offenses
 - (b) Up to thirty (30) days for moderate offenses
 - (c) Up to ninety (90) days for serious offenses
 - (4) Fourth Offense of a similar nature (within twelve (12) months of third offense) Written Notice of Dismissal. The employee will be afforded an opportunity to meet with the City Manager prior to the decision to dismiss.
4. Nothing in this section shall prohibit the City from bypassing progressive discipline for just cause or applying discipline in differing degrees so long as it is imposing discipline for just cause. The City may repeat steps in progressive discipline and does not have to automatically advance to the next step.

City  USW 

5. Disciplinary action shall be taken in a manner which will not embarrass the employee in front of other employees or the public.
6. Oral Reprimand documentation and written reprimands shall be removed from the employee's personnel file after two (2) years provided that no other disciplinary action of a similar nature was taken against the employee during the two (2) year period following the warning or reprimand.

I. ARTICLE IX - DEFINITION - PERMANENT EMPLOYEE

1. A permanent full-time employee is one who is scheduled to work on the basis of a forty (40) hour week for fifty-two (52) weeks each calendar year except for vacations, holidays, personal or sick leave. All employees in this category are eligible for participation in all fringe benefits - vacations, holidays, personal and sick leave, insurance and pension. A part time employee who is regularly scheduled to work more than twenty (20) hours per week but less than full-time will be eligible for participation in all fringe benefits on a pro-rated basis of their hours as a fraction of the normal work week. Subject to the eligibility rules established by statute, including the provisions of 8 VSA Section 4080 related to part time employee eligibility for membership in group health plans, a part time employee who is regularly scheduled to work twenty (20) hours or less is eligible for participation in all fringe benefits except pension as defined by Vermont State law, at a level of twenty-five percent (25%). The City will provide a list to each employee stating who their supervisor is and notify them immediately of any change, with a copy provided to the Local Union President.
2. The first ninety (90) days of employment of all new employees shall be considered a trial or probationary period within which the Employer may discharge said new employees without such discharges being subject to the grievance and arbitration provisions of this Agreement. Upon completion of this trial or probationary period, the employee shall be deemed a permanent employee and shall be placed on the seniority list and effective date of their seniority shall be the date of hire.
3. Health, dental, and basic life insurance programs will be available to all employees on the first of the month following thirty (30) days of employment.
4. The City will provide, on September 1st and as supervision changes, each employee with a statement of who their supervisor is and provide a copy of the same to the Union President.

J. ARTICLE X - LOCAL UNION REPRESENTATIVE

1. The International Representative or other duly accredited Local Union Representative (or their designee) shall have reasonable access to any bargaining unit employee(s) provided prior coordination has been made with the City Manager or their designee, as to the time, date, and the name of the affected employee(s). In no instance shall access be denied for more than forty-eight (48) hours from the time the request is made.

City  USW  Rmb

K. ARTICLE XI - POSTING OF NOTICES



1. The Union shall have the right to post its notices on bulletin boards provided for such purposes. The City will make every effort to provide non-public locations, at each work location, for these bulletin boards.
2. The City will post notices of classes and seminars.

L. ARTICLE XII - CITY POLICIES

1. In most cases, policies established by the employer will be posted on the bulletin boards five (5) working days before becoming effective unless the policies pertain to a safety issue, in which case, they will become effective immediately after the employer verbally notifies all union members and a copy will be sent to the Union President within the next working day.

M. ARTICLE XIII - GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the Union as quickly as possible so as to insure efficiency and promote employee morale.
2. The time frames for any or all steps of the grievance procedure may be extended as mutually agreed upon in writing by both the City and the Local Union President or their designees.
3. In order to resolve issues expeditiously the grievant is encouraged to discuss the matter with their immediate supervisor and/or Department Head before proceeding with the next steps.
4. A 'grievance' is defined as a claim that the terms of this Agreement have been violated. Adjustment of a grievance shall be in accordance with the procedures and time limits set forth in this Article. No settlement of a grievance by an employee shall contravene the provisions of this Agreement.
5. The grievance procedure shall consist of the following four (4) steps. Should the City and the Union agree to an informative meeting, the timelines presented below will be adjusted accordingly from the date of that meeting.
 - a. The Union or the Union Steward with an aggrieved employee shall take up the grievance or dispute orally at a pre-coordinated meeting with the employee's immediate supervisor within five (5) working days of the date of the grievance. The supervisor shall attempt to adjust the matter and shall respond to the Union Steward within five (5) working days.
 - b. If the grievance has not been resolved, it shall be presented in writing to the Department Head, or designee, within five (5) working days after the supervisor's response. The Department Head or designee shall respond to the Steward in writing within five (5) working days. The written grievance shall cite specific contract Articles and paragraphs that are the basis of the grievance.

City  USW 

- c. If the grievance still remains unresolved, it shall be presented to the City Manager or designee in writing within seven (7) working days after the response of the Department Head. The City Manager or designee shall respond in writing within ten (10) working days.
 - d. If the grievance still remains unresolved, it may be appealed to the City Council in writing within ten (10) working days after the response from the City Manager was received. If a hearing before the Council is requested the City Council shall, within ten (10) working days, schedule a hearing with the Union on a mutually agreeable date. The Council shall issue its written decision within ten (10) working days of the close of the hearing. If the grievance is not resolved in this final step, the Union may, within fifteen (15) working days after the decision of the City Council, by written notice to the City, request arbitration.
6. If arbitration has been properly requested, the parties shall, by mutual agreement, select an arbitrator. In the event that the Union and the Employer cannot agree on the arbitrator, the arbitrator shall be selected under the rules of the American Arbitration Association. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement, and their decision must be based on the evidence as submitted and shall be final and binding upon the parties hereto. It is mutually agreed that the compensation of the arbitrator shall be divided equally among the parties. The cost of the stenographic expenses shall be paid by the party ordering the same. The decision of the arbitrator shall be complied with within five (5) working days after the decision is rendered.
7. LEAVE TO INVESTIGATE AND PROCESS GRIEVANCES
 Either the Union Shop Steward or the Union Chapter Chair may be granted reasonable time off with pay at the discretion of the City Manager to investigate and process grievances during working hours.

N. ARTICLE XIV – SENIORITY

- 1. The City will provide the Union with a Seniority List twice each year, once in April and once in October.
- 2. If it is determined by the City that layoffs are necessary, employees will be laid off in the following order by seniority within their classification group.
 - a. Employees in their initial probationary period will be laid off before permanent employees.

For layoff purposes there shall be three (3) classification groups:

- (1) GROUP A CLERICAL:
 - (a) Clerk/Bookkeepers
 - (b) Payroll/Computer Clerk
 - (c) Senior General Accounting Clerk
 - (d) Public Safety Support Services Administrator

City  USW  Rmb

(2) GROUP B ENGINEERING:

- (a) Mapping & Surveying Specialist
- (b) Meter Specialist
- (c) Engineering Technician A
- (d) Engineering Technician B

(3) GROUP C MAINTENANCE:

- (a) Foreperson
- (b) Buildings Maintenance Mechanic A
- (c) Buildings Maintenance Mechanic B
- (d) Maintenance Person
- (e) Laborer




- b. In the event further reduction in the workforce is necessary, employees will be laid off from the affected group in accordance with their seniority and their ability to perform the remaining work available with further training within a reasonable period of time as determined by the City Manager, but not less than forty-five (45) day period.
- c. Employees subjected to lay-off may displace the least senior employee in any group on a job which the employee is qualified to perform without special assistance or supervision in a satisfactory manner to make normal job requirements within thirty (30) days after taking the job.
- d. Employees who are laid off shall be placed on recall for a period of two (2) years. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without special assistance. The City shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.
- e. Notice of recall shall be sent to the employee by certified or registered mail with a copy sent to the Union. The employee must notify the City Manager of their intention to return within three (3) working days after receiving notice of recall. Employees who are eligible for recall shall report for duty within ten (10) working days of receipt of notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City with their last mailing address.
- f. An employee's recall rights will end on the earlier of the following: 1) Employee is recalled and accepts a position with the City; 2) Employee is recalled and declines to accept a position offered by the City; 3) Employee either fails to notify the City Manager of their intention to accept recall or fails to report to work within the timeframes established in subsection 'e' herein.

O. ARTICLE XV - JOB BIDDING

1. In all cases of permanent transfer to a bargaining unit job vacancy or the filling of new bargaining unit position, job knowledge, education, suitability for the position, with regards to seniority but not solely on seniority, shall be the determining factors. The employee selected shall serve a forty-five (45) day probationary period before the appointment shall be permanent. During such probationary period if the City deems the individual unqualified or incapable of properly filling the position, the individual will be immediately returned to their former job. The City retains the right to pre-test for specific skills that are outlined in the job description. The test will be of a form that is mutually agreeable to the City and the Union. The Union President shall be notified of any bargaining unit job vacancies or transfers. All reasonable efforts will be made to promote from within to enhance the career opportunities of existing employees.
2. In cases of permanent transfer to bargaining unit job vacancy or in the filling of new bargaining unit position, the Employer agrees to establish and operate a job bid system wherein the Employer posts on its bulletin boards any job vacancy or new job for a period of five (5) working days, before permanently filling the vacancy. If a position is posted while an employee is on vacation, that employee shall have additional time to bid the position, not to exceed a total of fifteen (15) days from the date the position was posted. Employees not applying within the five (5) working day or fifteen (15) day applicable period shall be deemed to have waived all rights hereunder in respect to such vacancy. All vacancies shall be posted concurrently at any location where bargaining unit employees are stationed. Failure to do so, the last place posted will begin the five (5) working day process.
3. Permanent Transfer - An employee permanently transferring to a position within their job classification shall retain their current pay rate. An employee permanently transferring to a position outside their job classification shall receive the pay rate as outlined in Wage Schedule A-1, based upon their years of service with the City.
4. Temporary Transfers - When an employee is temporarily transferred to a vacant position for the City's convenience, the employee shall receive either their regular rate of pay or the rate of the vacant position, whichever is higher.

P. ARTICLE XVI - HOURS OF WORK AND OVERTIME

1. A normal 40 hour workweek shall consist of five (5) consecutive days not to exceed a total of forty (40) hours for all full-time personnel. All time worked in excess of eight (8) hours in a particular day will be paid at the rate of time and one half (1½). Any time worked during the individual's designated lunch period will be paid at time and one-half (1½); if an employee's lunch period is delayed or shortened the employee will have the option to extend the lunch period in lieu of a cash payment. Any time worked on Saturday and Sunday will be paid for at the rate of time and one-half (1½). The Saturday or Sunday overtime premium will not apply to Facilities Department personnel who are required to work on Saturday or Sunday unless it is in excess of eight (8) hours.
2. In the event that an employee is required to work a split shift for the Facilities Department, meaning that the employee may be scheduled to work in the morning and again in the

City  USW  

evening of the same day for the Facilities Department, the City will agree to compensate said employee at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours. This shall only apply to circumstances where split shifts may be required of the same employee for the Facilities Department, in excess of eight (8) hours, in the same day.

3. Facilities Department personnel shall receive a shift differential of seventy-five cents (\$.75) per hour for time worked before 7:00 a.m. and after 4:00 p.m.
4. Facilities Department personnel will receive a one dollar (\$1.00) per hour differential for a split shift and one dollar and twenty-five cents (\$1.25) per hour differential for a second (2nd) split shift during the same day.
5. If a permanent employee is required to report for work outside of their regularly scheduled work hours, including while on vacation, personal time, or floating holiday, the employee shall receive a minimum of two (2) hours at time and one-half (1½) based upon their base rate of pay. If less than two (2) hours of work on the job is available, then upon completion of the available work, the supervisor may reassign the employee to other duties within their job classification. Overtime will be distributed fairly and equally among the qualified employees within a classification.
6. In the event of extenuating circumstances, as determined by the City Manager, all leave may be cancelled until the extenuating circumstances no longer exist. In the event an employee would suffer financial loss due to the cancellation of previously approved vacation time the employee shall notify the City Manager and provide them with information adequate to establish the anticipated amount of the loss. In these circumstances the employee may request permission to take the scheduled leave. If the leave is denied the employee shall make reasonable efforts to mitigate their financial losses and may submit a written request for reimbursement to the City for the financial losses directly related to the City Manager's decision to cancel the scheduled vacation leave. The request will be reviewed by the City Manager to determine the extent, if any, of the City's responsibility.
7. A work schedule for permanent employees whose regular place of work is the Facilities Department shall be posted on the fifteenth (15th) of the month for the succeeding month, except for emergencies. This provision shall not in any way limit the right of the City to change work schedules. In the event that the City changes the posted work schedule, the City will give notice of such change to the individual as far in advance as is reasonably practical.
8. Flexible Working Arrangements
 - a. Short Term Flex Time: The City in its sole discretion may grant an employee's request to flex their regular hours of work on a given workday or within a given work week. An employee's request for flex time should be made to their supervisor as soon as possible following knowledge of the need to flex working hours. When short term flex time is granted the employee shall make up the time within the same work week. In the event flex time is approved and the employee makes up the time by working through the lunch period or by working more than their regular eight (8) hour day the employee shall be paid for those hours at their straight time rate.

City  USW 

- b. Flexible Working Arrangements: The City will consider an employee's request for a flexible working arrangement in accordance with the provisions of 21 VSA §309. Flexible working arrangements are defined as intermediate or long-term changes in the employee's regular working arrangements, including changes in the days or hours worked, the time the employee arrives at or departs from work, work from home, or job-sharing. Flexible working arrangements do not include vacation, routine scheduling of shifts, or another form of employee leave. An employee may make, and the City shall consider a request for a flexible working arrangement twice in a calendar year. A representative of the City will meet with the employee to discuss the request; if the request is made in writing the City will provide the employee with a written response. The general criteria for consideration of the employee's request shall be the criteria set forth in statute.

Q. ARTICLE XVII - HOLIDAYS

1. The following days are declared official holidays on which permanent and probationary employees shall be excused from attendance on duty:

New Years Day	January 1 st
President's Day.....	3 rd Monday in February
Town Meeting Day.....	1st Tuesday in March
Memorial Day.....	As observed by State of Vermont
Independence Day	July 4th
Labor Day.....	1st Monday in September
Columbus/Indigenous People's Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving.....	Friday after Thanksgiving
Christmas Day	December 25th
Floating Holiday.....	To Be Arranged

The City agrees that if either Juneteenth or Martin Luther King Day is granted as an additional holiday to another City bargaining unit it will become an additional holiday for the USW bargaining unit.

2. Any of the holidays listed above which fall on a Saturday shall be observed on the proceeding Friday and any holidays listed above which fall on a Sunday shall be observed on the following Monday, unless otherwise designated by the City Council. The floating holiday may be observed at any time provided the supervisor is given at least two (2) days notice. Notice may be waived if the supervisor approves.
3. Each permanent and probationary employee shall receive the above-specified paid holidays. If a holiday is observed during an employee's vacation, they shall be paid for the holiday and the employee's accrued vacation days shall not be charged for that day. If any employee works on any of the holidays listed above, they shall be paid at time and one-half (1½) for all hours worked, in addition to their holiday pay. Double time will be paid to any employee who works on Thanksgiving Day or Christmas Day, in addition to their holiday pay.

City  USW 

R. ARTICLE XVIII – VACATIONS / PERSONAL LEAVE

1. Permanent employees who have completed six (6) months of continuous service shall receive five (5) paid vacation days per fiscal year. Permanent employees who have completed one year or more of continuous service shall receive the vacation hours per fiscal year indicated on the chart below. Vacation leave and personal leave will be taken in increments of no less than one-quarter (1/4) hour. Upon termination of employment, for any reason, the number of vacation days posted on July 1 of that fiscal year, less any days used, will be paid in full to the employee at the effective rate of pay at the time of termination. Upon the death of an employee, accumulated vacation days shall be paid to the employee's beneficiary as designated on the employee's group life insurance plan, or to the employee's estate if no beneficiary is designated.
2. Employees will be allowed to carry over one hundred percent (100%) of their annual vacation allowance from year to year but may not accumulate more than two (2) times their annual vacation allowance at any time. The Parties agree that, upon written request of an employee, the City Manager or designee has the discretion to allow an employee to redeem up to ten (10) days of an employee's "carry over" vacation leave in any fiscal year. If the request is not acted upon within ten (10) business days the request will be deemed to be approved.

1 year = 10 days	10 Years = 18 days
2 years = 11 days	11 Years = 19 days
3 years = 12 days	12 Years = 20 days
4 years = 13 days	13 Years = 21 days
5 years = 14 days	14 Years = 22 days
6 years = 15 days	15 Years = 23 days
7 Years = 16 days	16 Years = 24 days
8 Years = 16.5 days	17 Years = 25 days
9 Years = 17 days	

3. Vacation requests of less than five (5) days can be submitted at any time. Vacation requests of five (5) days or more must normally be submitted to department heads at least thirty (30) days in advance of the date the leave is requested to begin. Multiple requests for vacation leave during the same or overlapping time frame will be approved on the basis of seniority. Failure to submit a vacation request by the submission dates listed above will not be the sole reason for disapproval. Vacation requests once submitted and approved will not be later disapproved absent extenuating circumstances as described in Article XVI, Section 6.
4. Following a submission for vacation to the employee's supervisor, the supervisor will have five (5) working days to approve or deny the request. If the request is denied, the supervisor shall state the reason(s) for denial.
5. The City Manager reserves the sole right to grant or deny extensions for the use of accrued vacation time beyond the timelines defined above. Extensions will be granted if an employee was unable to take accrued vacation time as a result of an extended restriction or action by the City. The request must meet the following criteria;

City  USW 

- a. It will be submitted in writing through the employee's supervisor and department head.
 - b. It must provide the dates and conditions relating to any denial of use of accrued vacation time.
 - c. It must be submitted by May 1 of the current fiscal year.
 - d. It must contain the number of days requested and the date by when the vacation time will be used.
 - e. The request will be signed by the employee, the supervisor (if any) and the department head.
 - f. If the City Manager does not respond to the request by June 1st the request will be deemed approved.
6. Personal Leave - All permanent employees shall be entitled to one (1) day of personal leave with pay during each fiscal year. Employees shall request and receive prior approval from the City before personal leave may be taken. A request for personal leave shall be made at least two (2) working days in advance of such leave. It is at the City's discretion to grant or deny personal leave, but the City will make reasonable effort to accommodate employee requests. The day for personal leave shall be taken during the fiscal year in which it accrues, or such personal leave, or any remaining portion thereof, shall be forfeited without compensation.

S. ARTICLE XIX - INSURANCE BENEFITS/VISION CARE/ PENSION PLANS

1. The City provides health insurance coverage for its eligible employees through a Plan offered by the Vermont Health Exchange ("VHE").
1. Effective January 1, 2022 through December 31, 2022 the City will pay 85% of the premium cost of the BCBS Platinum Plan and will pay 95% of the premium cost of the Gold CDHP Plan for participating full time employees. Effective January 1, 2023 the City will pay 83.5% of the premium cost of the BCBS Platinum Plan and will pay 93.5% of the premium cost of the Gold CDHP Plan for participating full time employees. Effective January 1, 2024 through December 31, 2024 the City will pay 81.5% of the premium cost of the BCBS Platinum Plan and will pay 91.5% of the premium cost of the Gold CDHP Plan for participating full time employees. The City's premium contribution shall be pro-rated for eligible part time employees. An employee may select single, two persons, parent/children or family coverage under any of the plans offered by BCBS on the VHE. If the employee selects a lesser cost plan than the BCBS Gold CDHP Plan the employee may apply the amount of the City's premium contribution toward the cost of the Gold CDHP Plan to the premium cost of the plan selected, not to exceed the full premium cost of the alternate plan. Employees are responsible for the payment of any premium amounts for the Plan selected above and beyond the City's contribution.

The City will contribute to employee health savings accounts (HSA) for employee's electing coverage under a health insurance plan which is HSA eligible. During life of this agreement the City will make the following annual contributions to health savings accounts established by employees electing coverage under an HSA eligible Plan: single, two persons or parent child coverage = \$1,800; family coverage = \$2,250. The City's contribution to the employee's HSA Plan shall be made on a quarterly basis. Employees

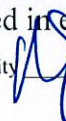
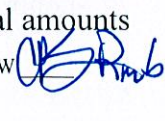
City UAW

are responsible for all deductibles, co-insurance and co-payments required under the Plan selected.

3. Employees hired on or after July 1, 2016 are not eligible to receive health insurance coverage for a domestic partner. Employees who were receiving health insurance coverage for a domestic partner as of July 1, 2016 will continue to be eligible for such coverage under the terms of this Article so long as they continue to qualify as domestic partners as defined in Article I with no break in the domestic partner's health insurance coverage. If two permanent City employees are married or in a civil union, or are grandfathered domestic partners as defined herein, one may elect coverage as the primary covered person and the other shall be eligible for coverage as a dependent.
4. A member of the bargaining unit who does not elect to take health insurance coverage from the City of Barre (as primary or dependent), and who demonstrates that he or she has alternate health insurance coverage which covers the employee and the employee's dependents from another employer or source other than the City of Barre, shall receive three thousand dollars (\$3,000.00) cash in lieu of the insurance benefit, paid on an hourly basis during the regular payroll cycle unless the employee elects to have the cash in lieu directly deposited into their designated HSA account.

Sub-section 4 shall sunset and be of no further effect in the event that the health insurance coverage provided by the City under this Agreement is replaced by a publicly funded federal or state health coverage program, such as a 'single payer' system.

5. Prescription drug coverage under the group health insurance plans offered by City will be as provided under the terms and conditions of the Plan selected by the employee from the Vermont Health Exchange. The City will not reimburse employees for prescription drug deductibles under any plan offered; employees will be responsible for any co-payments which apply. In the event the insurance carrier changes the prescription drug benefit (deductible or co-payment amounts) at any time during the life of the Agreement, including any period of contract continuance following expiration of this Agreement, the benefits to the employee will change at such time.
6. The City agrees that employee medical information is confidential and should be treated as such. The policy of the city shall be that no medical information, to include personally identifiable information relating to health care reimbursements pursuant to an Explanation of Benefits received from the health insurance provider, will not be released to anyone other than the employee or the employee's designated legal representative, except under a subpoena issued and ordered by the court. Additionally, even when served with a subpoena, the City will make a reasonable effort to avoid releasing the medical information.
7. If an employee is enrolled in an HSA Plan incurs eligible medical expenses which are subject to the deductible early in the calendar year and does not have sufficient funds in their HSA account to pay such expenses, the employee may also elect to receive an advance of additional funds from the City, provided that the Employee is making the recommended amount of contributions to their HSA account (i.e., deductible amount minus any City contribution divided by 52 weekly payments). The advance available shall be up to the amount necessary to pay qualified medical expenses which are subject to the deductible. The Employee shall authorize the City to recover the amount advanced in equal amounts

City  USW 

from the Employee's paycheck over the remainder of the calendar year to repay the loan.

8. The City will maintain a Section 125 Plan that allows employees to establish pre-tax withholdings for premium co-pays and other allowable expenses. The City will annually provide the employees with information on this plan.
9. The City will maintain a 457 Plan.
10. The City will maintain a Retiree Section, which offers a Medicare Supplement for health insurance to retirees over age sixty-five (65). Continuation of this coverage under a Medicare Carve-out plan is subject to the coverage continuing to be offered by the City's health insurance provider. Any full-time City employee who retires from their position with the City is eligible to join the Retiree Section and will be given the option of joining provided they are age sixty-five (65) or older and carry Medicare Parts A and B coverage. If an employee chooses to join the Retiree Section, they will continue to be covered under the City's health insurance plan in effect with the Medicare Carve-out plan, provided they fully reimburse the City for all monthly premiums associated with their coverage.

An employee of the bargaining unit who retires at age fifty-five (55) or older and has at least ten (10) years of service with the City can continue on the City's health insurance plan until age sixty-five (65) as long as the employee reimburses the City each month for 100% of the premiums plus the administrative costs (as defined under COBRA laws) incurred for the coverage.

The City does not reimburse Retirees participating in the City health insurance program for any out-of-pocket expenses such as deductibles and co-payments.

11. Life insurance is fifty thousand dollars (\$50,000) at the City's expense. At age 70 the amount of life insurance is reduced to 65% of the face value of the term life insurance policy (i.e., \$32,500) and at age 75 the amount of life insurance is reduced to 50% of the face value of the term life insurance policy (i.e., \$25,000). Additional optional coverage at the employee's expense will be maintained, subject to individual insurability. Full-time permanent and full-time probationary employees shall be covered by the basic life insurance coverage on the first of the month following thirty (30) days of employment. Employees accepted for optional life insurance coverage will pay 100% of the monthly premium for the additional coverage. The City's contribution toward the premium shall be prorated for eligible part-time employees based on the ratio of the employee's scheduled work week to a full-time (40 hour) work week. In the event the City increases life insurance coverage for employees in other bargaining units the increased coverage will be extended to members of the USW bargaining unit.
12. Disability insurance after thirty (30) days shall pay seventy percent (70%) of base weekly wages up to a maximum of six hundred and fifty dollars (\$650) per week for a maximum of twenty-six (26) weeks. An employee may utilize accrued paid leave to make up the difference between the payment received from the group disability insurance plan and the employee's regular weekly base pay. For the purpose of this section the term "regular weekly base pay"

includes an employee's longevity payment as well as regular stipends received by the employee under this Agreement but does not include prior overtime payments.

City _____ USW _____

13. The City maintains a retirement Pension Plan & Trust (Plan). An employee is eligible to become a participant in the Plan on the first day of the month coinciding with or next following the date on which the employee meets the eligibility requirements as follows. An eligible employee who has completed six (6) months of employment with the City and has attained age eighteen (18) shall be eligible to make voluntary employee contributions to the Plan. An eligible employee who has completed two (2) years of service and has attained age eighteen (18) shall be eligible to receive an employer contribution as set forth in sub-section 16, unless the Employee has elected to become a member of VMERS.

A. The City will contribute to a retirement income plan on behalf of each participating employee other than an Employee who has elected to or is required to become a member of VMERS. A percentage of the employee's base pay will be contributed under the provisions of "Pension Plan – City of Barre, VT" based on the following formula:

- Two to ten years (2-10) of service – six percent (6%).
- Eleven to twenty years (11-20) of service – eight percent (8%).
- Twenty plus years (20+) of service – twelve percent (12%).

B. When the employee is eligible for Employer Contributions the City will contribute up to a maximum additional 4% of base pay annually to each employee who participates in the Voluntary Employee Contribution portion of the Plan based on the following formula:

Employee Contributes % of Base Pay:	City Contributes:
2%	1%
4%	2%
6%	3%
8%	4%

The City will provide a layman's summary of the pension plan. A complete copy of the City of Barre Pension Plan and Trust and Resolution #1997-12 – Certificate of Employee Pension Resolution, which was adopted and signed on June 24, 1997 by the Mayor and Barre City Council and the Plan Restatement which was adopted and signed on May 12, 2003, are filed in the City Manager's Office, and are available to all employees for review upon request.

An employee who withdraws their own voluntary contributions from the Plan will be responsible to reimburse the City for any additional administrative costs or fees incurred thereby.

14. The Parties have implemented a defined benefit retirement program through VMERS. The Plan which will apply to members of the Steelworkers bargaining unit will be VMERS Plan B.

All employees hired on or after July 1, 2008 shall become members of the VMERS Retirement Plan upon its implementation. The City will contribute its share (currently

[Handwritten signature]

City of Barre, VT
[Handwritten signature]
 City Manager

6.50% as of July 1, 2022) and the employee will contribute their share (currently 5.875% as of July 1, 2022) to the cost of participation in VMERS Plan B.

At the time VMERS was implemented all current employees had an opportunity to enroll in VMERS or to remain in the current City Retirement Plan. Employees who elected to move into VMERS effective July 1, 2008 received a preferential contribution percentage from the City equal to the percentage the City contributed to the employee's 401K Plan as of March 1, 2009, but not to exceed 9.5%. *Example: A current employee received an 8% contribution from the City towards their current plan as of March 1, 2009. The employee elected to join VMERS Plan B upon its implementation for members of the Steelworkers bargaining unit. The City will thereafter contribute eight percent (8%) to VMERS on behalf of the employee, and the employee will thereafter contribute the remaining one and one-half percent (1.5%).* Employees who switch to VMERS at any other time will receive only the regular City contribution, currently 6.50% as of July 1, 2022.

Subject to applicable laws, employees who enroll in VMERS may make voluntary contributions to the 457 Plan established by the City. Employees enrolled in VMERS are not eligible to receive or continue to receive the City contribution or match to their 457 account as provided in subsection 13 and 14, respectively. Employees who do not elect to join VMERS will continue to be eligible to participate in the current City defined contribution Plan and to receive the Employer Contribution and Match as provided in sections 13 and 14 of this Article.

15. All benefits as set forth in Northeast Delta Dental Policy #925, Plan 2 shall become part of this Agreement. The Parties agree that the dental insurance coverage shall be the Northeast Delta Dental Policy #925, Plan 2, Orthodontics D. The employer assumes and agrees to pay all premiums assessed against this policy for permanent employees. The City's contribution toward the premium shall be prorated for eligible part-time employees based on the ratio of the employee's scheduled work week to a full-time (40 hour) work week.
 - A. Employees will pay 100% of their dependent(s) coverage if they elect to enroll them in the dental plan.
 - B. The City will provide eye care reimbursement up to five hundred and sixty-five dollars (\$565) over the life of the contract for eye exams, prescription or safety glasses, sunglasses, or contacts lenses. Individuals identified in ARTICLE XXI 2.a. must purchase approved safety lenses if they are required to wear prescription glasses on the job. If the employee has selected a health plan that covers eye examinations, the employee will only be reimbursed for their portion of the co-pay.
16. The City reserves the right to change its health insurance provider and the health insurance plans specified herein after meeting and conferring with the Union provided that any new insurer is licensed to do business in the State of Vermont and further provided that the alternate health insurance plan provides employees with equal or greater coverage and benefits.



City  USW 

T. ARTICLE XX – BEREAVEMENT

- A. In the event of death in the immediate family of any member of the United Steelworkers Local #4-68, they shall be allowed paid leave not to exceed five (5) working days. Immediate family is defined as: father, mother, spouse, domestic partner, children, brother, sister or stepchildren.
- B. In the event of death of an employee's father-in-law, mother-in-law, grandparents or spouse's grandparents, grandchildren or spouse's grandchildren, sons-in-law or daughters-in-law, brothers-in-law, sisters-in-law the employee shall be granted paid leave not to exceed three (3) working days.
- C. If internment of a relative of an employee, as defined in paragraph 1 or 2 above, is postponed to a later date and occurs during the employee's scheduled work days, the employee may take any of the three or five (3 or 5) foregoing days off with pay for the internment.
- D. In the event that the employee suffers the death of a step-parent, step-sister, step-brother, half-sister, half-brother, the employee will be entitled to one (1) day of paid leave for the funeral or its arrangements. This does not classify these relations as "immediate family"
- E. In the event of a death of a person not in the immediate family of the employee but living full-time in the employee's household, the employee shall be granted one (1) day's paid leave.
- F. If an employee of this bargaining unit dies, a maximum of four (4) hours of paid leave will be allowed for members of the bargaining unit to attend the funeral.

U. ARTICLE XXI - SAFETY AND HEALTH

1. Objective and Obligations of the Parties

- A. The Employer and the Union will confer regarding safety and other rules and regulations affecting the health, safety and comfort of the employees. The Employer and the Union will cooperate in the objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Employer, the Union and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters. Proper heating, lighting, and ventilating systems shall be installed where needed and maintained in good working condition. If special safety equipment is required, it shall be paid for by the Employer.

[Faint handwritten signature]

City *[Signature]* USW *[Signature]*

Safety Equipment

- B. Safety shoes will be provided for the following classifications for a maximum of six hundred dollars (\$600) for the life of the contract.

Engineering Technician A
Engineering Technician B
Mapping & Surveying Specialist
Meter Reader
Maintenance Person
Buildings Maintenance Mechanic A
Buildings Maintenance Mechanic B
Foreperson
Laborer

The City will provide reimbursement for persons employed in the above referenced positions of up to seven hundred fifty (\$750.00) dollars per fiscal year for the purchase of work clothes consistent with City standards. If the City requires logos or emblems on any apparel the City will bear the cost of adding the logo or emblem.

The City shall also provide persons employed in the above referenced positions with high visibility rainwear selected by the City on an "as needed" basis.

In the event of financial hardship the City may elect to provide an advance to an employee for the purchase of work clothes or safety shoes, not to exceed the annual amounts provided herein. In such cases the employee shall utilize the advanced funds solely for the purchase of work clothes and/or safety shoes and shall promptly provide the City with invoices for the items purchased.

- C. Employees who are ineligible for the footwear and work clothing reimbursement described herein but interact daily with the general public shall dress in an appropriate manner (casual business).
- D. The City will provide adequate winter outerwear including a winter jacket for those working outside in addition to what is currently provided and previously agreed upon. The City shall provide a "heavy winter coat".

Safety Training

The City of Barre will comply with all applicable laws, rules, and regulations related to all positions in the bargaining unit that risk exposure to Blood-borne Pathogens. Employees will participate in training provided by the City related to workplace safety issues in compliance with VOSHA requirements.

V. ARTICLE XXII - LONGEVITY BENEFITS

1. After three (3) full years of service, a permanent employee shall be eligible to receive longevity benefits of two dollars (\$2.00) per week for each year of service thereafter. Longevity benefits will not exceed seventy-five dollars (\$75.00) per week. Longevity

City  USW 

benefits are in addition to all other weekly wages and are not to be considered as part of the employee's base wage for the purpose of City contributions on behalf of employees who are enrolled in the City of Barre Pension Plan and Trust.

W. ARTICLE XXIII - SICK LEAVE

1. Each permanent employee shall be granted one (1) day of sick leave for each month of employment, which shall be allowed to accumulate up to one hundred fifty (150) days. All sick leave will be paid in increments of no less than one-quarter ($\frac{1}{4}$) hour. No sick leave with payment shall be granted for more than three (3) days unless the employee submits a certificate from a duly licensed physician with their time-off request form. The Employer may investigate or require reports or other evidence of due cause for the granting of sick leave. The City Manager may, at their discretion, waive the requirement of a doctor's certificate for sick leave compensation.
2. For each ninety (90) consecutive calendar days that an employee does not use any sick leave, the employee shall be given the option of one (1) additional day off with pay, or a day's pay. Said additional days shall be taken during the fiscal year in which they accrue.
3. Sick leave is provided for payment to any permanent employee for absence necessitated by inability to perform the duties of their position by reason of illness, or injury or as may be required by Vermont statute. No sick leave shall be paid for personal injury or accident suffered by an employee within the scope of their employment.
 - A. Time lost by an employee by reason of leave of absence without pay or time otherwise not worked or not paid for shall not be counted in computing allowance for sick leave.
 - B. Employees will be allowed to use up to three (3) days per fiscal year of their accrued sick leave to handle health care issues of an "immediate family" member as defined in Article XX, Bereavement. Use of these three (3) days shall not be counted in determining whether an employee earns an additional personal day for not using sick leave in ninety (90) consecutive days as outlined in Paragraph 2. above.
 - C. Upon retirement from the City, employees will be allowed to redeem unused sick leave at a rate of four (4) days sick leave for one (1) days pay. Upon termination of employment with the City for any other reason, any unused sick leave will be forfeited without compensation.

For the purpose of this section the term "upon retirement" means:

- The retiring employee has worked at least twenty-five (25) years for the City of Barre; or
- The retiring employee immediately begins collecting their monthly retirement allowance from the Vermont Municipal Employee Retirement System; or

[Faint handwritten notes]

City  USW 

- A retiring employee who is not a member of VMERS is at least 59.5 years old and immediately begins taking distributions from the City of Barre Pension Plan; or
 - An employee is found to be disabled by the VMERS medical review board or is awarded social security disability benefits.
- D. The parties agree that the City will comply with the provisions of Vermont law regarding the administration and use of sick leave. In the event Vermont law provides a greater benefit regarding the use of sick leave the provisions of Vermont law will prevail.
- E. Employees may make donations of their paid leave time in accordance with the applicable City Directed Leave Policy.

X. ARTICLE XXIV- WORKERS COMPENSATION INSURANCE

1. When it is established that any employee is disabled while in the performance of their duty while working for the City of Barre and is entitled to worker's compensation benefits under Title 21, Chapter 9 of the Vermont Statutes Annotated, Employer's Liability and Worker's Compensation, the employee shall, during such period of disability, receive their full pay while the disability continues for a maximum of three (3) months. The City Manager may extend the period of full pay up to an additional three (3) months if there is a substantive basis to conclude that the employee will return to work by the end of the extension.
2. The City shall pay, by separate check, the difference between the employee's base rate and Workers' Compensation benefit, if less than base rate. The City will cover wages for up to three (3) months, or until Worker's Compensation benefit payments begin or are disallowed, whichever comes first, so there will be no lapse in pay. Payments advanced to an employee hereunder will be reimbursed to the City when benefit payments begin. The Union will cooperate with the City in the event an employee fails to reimburse the City. If a claim is disallowed a disabled employee will be allowed to use accrued sick or other paid leave to cover the absence and/or reimburse the City. If an employee does not have enough accrued sick or other paid leave to cover the amount owed, the City will be reimbursed from the employee's future leave accruals. The Employee will contact their supervisor to provide information, as it becomes available, on their condition, future medical appointments and when they may return to work.
3. All other benefits will continue during any additional period of work related disability while they remain an employee. No time covered by compensation for injury in the course of duty shall be charged to sick leave.
4. An employee who is injured in the performance of their duties may be treated by a physician of their own choice. In all non-emergency situations an employee who experiences an on-the-job injury shall meet with a medical representative designated by the City as soon as possible. The City may require an employee to be examined by a physician of its choice at the City's expense.

City USW Rmb

Y. ARTICLE XXV - JOB CLASSIFICATION AND POSITION DESCRIPTIONS

1. The Employer subject to approval by the Union, will proceed to establish job classifications, grades and compensation ranges for all positions in the bargaining unit. as identified in Appendix B. These classifications shall continue to be maintained unless changed or modified as below.
2. Revised job descriptions, and the appropriate wage schedule, will be in effect for all new hires, transfers, or job bidding.
3. In the event that new positions are established within the area covered by the bargaining unit or if duties and work assignments result in a change in job requirement, new classifications shall be established within ninety (90) days, or existing classifications revised within thirty (30) days subject to approval by the Union.
4. The City will develop and/or update job descriptions for the Classifications listed in the agreement. The City will provide the Union with the job descriptions at least thirty (30) days prior to implementation and will meet with the Union to review the job descriptions upon request. The Union does not waive any rights it has or may have to negotiate the impact of changes to any job descriptions which affect conditions of employment.

Z. ARTICLE XXVI – LEAVE OF ABSENCE WITH PAY

1. Every employee covered by this Agreement who is ordered by appropriate authority to report for jury duty shall be granted a leave of absence from the employee's regular duties during the actual period of such jury duty and shall receive for such period of jury duty the employee's regular pay or the employee's jury duty pay, whichever is greater. Any employee who elects to receive their pay will turn in their jury duty pay.
2. Any employee who is subpoenaed as a witness to a court shall be granted a leave of absence to perform said duties. The employee may receive their regular pay or their witness pay, whichever is greater. Any employee who elects to receive their pay will turn over their witness pay to the City.
3. The appropriate supervisor will ensure that the employee is given time necessary to prepare for, travel to, and return from jury duty or to give deposition(s) as a witness, as well as time for meals and to prepare to return to work.
4. Employees covered by this agreement who, by reason of membership in the United States Military, Naval or Air Force Reserve, Vermont Army National Guard or Naval Reserve, who are required by appropriate authorities to participate in training activities or in active duty as part of the State military force or special duty as part of a Federal military force, shall be granted military training leave with salary differential not to exceed fifteen (15) working days in any one (1) calendar year. Should the employee be required to participate in such training activities for a period greater than fifteen (15) working days, the employee shall be granted leave without pay for this purpose.

[Faint handwritten notes]

City  USW 

5. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.
6. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day, or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.



AA. ARTICLE XXVII - UNPAID LEAVE OF ABSENCE

1. The City Manager or designee, at their sole discretion, may grant a permanent employee an unpaid leave of absence for up to six (6) months for reasons of personal illness, disability, educational improvements or other purposes deemed appropriate by the City Manager. This leave is subject to review by the City Manager or designee and may be extended with their approval. The City may hire a temporary replacement to fill the position. The employee on unpaid leave does not accrue any vacation, sick, personal or holiday leave.
2. The City agrees to abide by all federal guidelines under the Family Medical Leave Act (FMLA) and/or the state guidelines under Vermont's Parental and Family Leave Law (VtPFL). Once all benefits under FMLA and/or VtPFL have been exhausted, or if the provisions of the FMLA and/or VtPFL do not apply, it is the responsibility of the employee on an unpaid leave to pay the monthly costs of any/all health care benefits and insurances.

BB. ARTICLE XXVIII - LABOR- MANAGEMENT, SAFETY AND CIVIL RIGHTS JOINT COMMITTEE

1. Representatives of the Union, not to exceed three (3) in number, and the City shall meet quarterly at mutually agreed upon times to discuss matters of mutual concern relating to the interpretation, application or administration of the Agreement, regarding issues of safety and health or issues of civil rights in the workplace. More frequent meetings may be held upon mutual agreement or as issues dictate. A schedule of meetings for the year will be forwarded to all members of the committee. The Union shall keep minutes and forward such to the City Manager and members of the Union Committee within ten (10) working days following the meeting. Failure of any committee member to notify the recorder of the minutes of any errors or omissions, it will be deemed that the minutes stand correct. Corrected minutes will be forwarded as above with the same time restraints.
2. In an effort to prepare properly for the meeting(s), members of the Union and/or City shall submit a list of items to be discussed to all committee members at least five (5) working days in advance of the scheduled meeting. This will not prohibit either party from bringing up issues that may not be listed due to time constraints.
3. The minutes shall include the date, time and place of the meetings and the names of those in attendance.
4. The joint committee shall have no jurisdiction over the filing and processing of grievances.



City  USW 

CC. ARTICLE XXIX - TRAINING

1. The City and the Union agree on the need and desirability of continuous training and education. All training must be approved by the Department Head or by the City Manager or their designee. The City will pay tuition and other incidental expenses for any City directed training. Employees whose expertise, as a result of specialized training, are required to utilize such expertise to render opinions or site memos, will be reimbursed by the City for any cost of licensing, training, continuous education and mileage to and from sessions, seminars, or classes associated with said license. Consideration by management relative to approval of training will include: cost, conflicts with work schedule, direct relation of training request to performance of employee's duties with the City, and the availability of funds.

DD. ARTICLE XXX - WAGES

1. The base rates for all permanent employees in the bargaining unit shall be set forth in Appendix A. Base rate is defined as the amount of compensation received per hour exclusive of all overtime, longevity, shift differentials, or any other benefits.
2. Retroactive to July 1, 2022 the wage schedules A and A-1, Appendix A, will be implemented for all current members of the bargaining unit. No current member of the bargaining unit who was employed during FY'23 will receive a base wage increase for FY'23 which is less than 4.75%. Effective July 1, 2023 the wage schedules A and A-1, Appendix A, will be adjusted by five percent (5%) and employees who are not on the wage schedules A or A-1, Appendix A will receive a base wage adjustment of 5%. Effective July 1, 2024, the wage schedules A and A-1, Appendix A, will be adjusted by five percent (5%) and employees who are not on the wage schedules A or A-1, Appendix A will receive a base wage adjustment of 5%. Eligible employees will advance on the wage schedule A and A-1, Appendix A, during the life of this Agreement.
3. The City will pay a one-time bonus not to exceed \$1,500 to full time members of the bargaining unit who were employed and working during the period March 1, 2020 through February 28, 2021 and who continue to be employed within the bargaining unit as of the date of ratification of the successor agreement. The \$1,500 bonus will be pro-rated for full-time members of the bargaining unit who were employed and working less than the full twelve month period. Payment to be made within forty-five (45) days of ratification of the Agreement.

EE. ARTICLE XXXI –TEMPORARY SERVICES

1. The City is authorized to contract for services that provide part-time, seasonal or temporary contractual services, subject to the following restrictions:
 - A. There shall be no lay-off or loss of work hours for current unit employees due to the use of these services.
 - B. The use of these services shall be restricted to general labor and maintenance categories of employment and will not be used to perform skilled jobs, or jobs which require special licenses or certifications.

City  USW 

C. Bargaining Unit employees will not be required to supervise persons engaged by the City as part of these services.

2. The City shall notify the Union President prior to engaging these services to provide specific details of their use. These services shall not be utilized for more than ninety (90) days unless extended by mutual agreement of the City and the Union.

FF. ARTICLE XXXII – CLOSING CLAUSES

1. This agreement shall remain in force after its expiration where negotiations between the Employer and Union have not resulted in a new agreement, until such time as a new agreement is reached.
2. Savings Clause. If any article or section of this agreement should be found invalid, unlawful or unenforceable by reason of an existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement. In the event of invalidation of any article or section, the Employer and the Union agree to negotiate to the extent required by law in which case the Parties will meet within fifteen (15) days for the purpose of renegotiating said article or section.

GG. ARTICLE XXXIII - TERM OF AGREEMENT

1. This agreement shall become effective July 1, 2022 and it shall remain in full force and effect until June 30, 2025 and thereafter from year to year until terminated. It may be terminated at the end of a contractual year by notice in writing by one party, served sixty (60) days prior thereto, upon the other party.
2. Sixty (60) days prior to the expiration date of this Agreement, negotiations shall begin between the parties hereto to decide on rates of pay, hours of work or other changes in the terms of this Agreement which the parties hereto shall consider desirable. This Agreement may be modified or changed only by agreement, in writing, of both parties.

[Faint signature]

City *[Signature]* USW *[Signature]*

Dated at the City of Barre, Vermont on this ___ day of September, 2023

For the CITY OF BARRE

For the UNITED STEELWORKERS AFL-CIO-CLC

Jake Hemmerick
Mayor, City of Barre

Thomas Conway
USW International President

Nicolas Storellicastro
City Manager, City of Barre

John Shinn
USW International Secretary-Treasurer

D.R. McCall
USW International Vice President Administration

Kevin Mapp
USW International Vice President Human Affairs

Del Vitale
Director, District #4

Rick Sauer
USW Staff Representative

Ray Bettis
President, USW Amalgamated Local #4

Clint P. Smith
Unit Chair/Local #4 Negotiator Unit 4-68

Local #4 Negotiator Unit 4-68

Local #4 Negotiator Unit 4-68

Local #4 Negotiator Unit 4-68

[Faint handwritten signature]

City *[Signature]* USW *[Signature]* *[Signature]*

HH. APPENDIX A WAGES

	Current	7/1/2022
Public Safety Support Services Administrator	----	\$ 27.00
Senior General Accounting Clerk	\$ 25.83	\$ 27.06
Payroll/ Computer Clerk	\$ 24.39	\$ 25.55
Meter Specialist	\$ 23.21	\$ 24.50
Engineering Technician A		\$ 33.00
Engineering Technician B	\$ 28.72	\$ 30.08
Mapping and Surveying Specialist	\$ 25.09	\$ 26.25
Laborer	\$ 15.46	\$ 17.50
Buildings Maintenance Mechanic A	-----	\$ 30.00
Buildings Maintenance Mechanic B	-----	\$ 25.00
Clerk Bookkeeper	Per Wage Schedule A-1	
Maintenance Person	Per Wage Schedule A-1	
Facilities Foreperson	\$24.00	

Bargaining Unit Employees whose FY'22 wage rates are at or above this scale as of July 1, 2022 will receive an increase to their base wage rate of 4.75% effective July 1, 2022. Employees will receive an FY'24 increase to their base wage rate of 5.0% effective July 1, 2023. Employees will receive an FY'25 increase to their base wage rate of 5.0% effective July 1, 2024.

1. The City Manager, at their discretion, may start any new employee in the positions outlined in Wage Schedule (A-1) at a wage rate based on job related education and experience, no higher than the wage rate of any current employee holding the same job title.

In addition to the hourly pay rates from Wage Schedule A-1, the following appointed positions will receive additional compensation.

- A. Assistant City Clerk - Ninety cents (\$.90) per hour. Subject to annual appointment by the City Clerk.
- B. Assistant City Treasurer - Ninety cents (\$.90) per hour. Subject to annual appointment by the City Treasurer.
- C. Assistant Tax Collector - Ninety cents (\$.90) per hour. Subject to annual appointment by the City Manager.

1. The position of Assistant Tax Collector will be posted and subject to job bidding within the bargaining unit. In the event that no members of the bargaining unit bid on the appointment, the City reserves the right to appoint the least senior qualified member of the unit.

2. The three positions of Assistant City Clerk, Assistant City Treasurer, and Assistant Tax Collector will be bonded. Bond coverage provided at the City's expense.

City  USW 



D. The working Foreperson for the Facilities Department will receive one dollar (\$1.00) per hour in addition to their hourly wage.

WAGE SCHEDULE A-1 (to Be Adjusted By Negotiated Amount)

	Current	7/1/2022
Clerk Bookkeeper		
Start	\$ 16.96	\$ 21.00
3 Months	\$ 17.36	\$ 21.50
6 Months	\$ 17.77	\$ 21.75
1 Year	\$ 18.17	\$ 22.00
2 Year	\$ 18.58	\$ 22.50
3 Year	\$ 19.39	\$ 23.00
4 Year	\$ 21.00	\$ 23.50
5 Year	\$ 22.60	\$ 24.00
Maintenance Person		
Start	\$ 16.55	\$ 18.00
3 Months	\$ 16.96	\$ 18.50
6 Months	\$ 17.36	\$ 19.00
1 Year	\$ 17.77	\$ 19.50
2 Year	\$ 18.58	\$ 20.25
3 Year	\$ 19.39	\$ 21.00
4 Year	\$ 20.19	\$ 21.75
5 Year	\$ 21.00	\$ 22.00

Note: Those Bargaining Unit Employees whose FY'22 wage rates are either at or above the top step of Schedule A-1 above as of July 1, 2022 will receive an increase to their base wage rate of 4.75% effective July 1, 2022.

Effective July 1, 2023 the wage schedules A and A-1, Appendix A, will be adjusted by five percent (5%) and employees who are not on the wage schedules A or A-1, Appendix A will receive a base wage adjustment of five percent (5%). Effective July 1, 2024 the wage schedules A and A-1, Appendix A, will be adjusted by five percent (5%) and employees who are not on the wage schedules A or A-1, Appendix A will receive a base wage adjustment of five percent (5%).

City  USW 

II. APPENDIX B CLASSIFICATIONS

1. SENIOR GENERAL ACCOUNTING CLERK



Performs reconciliation of the City General Ledger. Prepares and posts adjusting entries for all City Departments. Maintains General Journal for all adjustments. Prepares accounting reports as required. Prepares support documentation, ledgers, and reports for annual audit. Responsible for the preparation and posting of purchase orders and accounts receivable. Provides information within the scope of the job to authorized personnel. Performs back-up for payroll and accounts payable. Performs other duties as assigned and may perform all duties of Clerk/Bookkeeper. Reports directly to the City Manager or their designee. Minimum of two years accounting experience and/or Associates Degree required. Must be proficient with office computer software and standard accounting software and be able to perform above the basic level. The City retains the right to pre-test a candidate for this position to determine their computer and accounting skill level.

2. PAYROLL/COMPUTER CLERK

Assists in putting payroll information on the computer and performs calculations and record keeping of payrolls, runs off payroll checks and reports on the computer, and completes necessary weekly payroll. Keeps internal records on vacation time and sick leave. Inputs accounts payable and receivable, as well as bills and other pertinent data. Makes additions and/or deletions to diskettes. Processes delinquent water/sewer bills and delinquent tax bills. Works in various departments as required. Operates all office equipment and may perform all duties of Clerk/Bookkeeper. Responsible to the City Manager or their designee. Must be proficient with office computer software and standard payroll software and be able to perform above the basic level. The City retains the right to pre-test a candidate for this position to determine their computer skill level.

3. CLERK/BOOKKEEPER

- A. Maintains records for one or more departments. Gives information with respect to ordinances, rules, and regulations; exercises responsible judgment and makes decisions within established precedents, standards, and departmental policies. Maintains all accounts and records for one or more departments and summarizes accounting. Bills, collects, and deposits funds. Assigns account numbers for accounts payable as directed by department supervisor. Pays bills and makes monthly reports. Operates all office equipment. May supervise others. Answer telephone. Must be proficient with office computer software and be able to perform above the basic level. The City retains the right to pre-test a candidate for this position to determine their computer skill level.
- B. Perform responsible and varied clerical work. Prepare reports and correspondence.
- C. Processes and receives any fines, permit fees, or revenues from any source, including, but not limited to, parking permits, parking tickets, taxes, water/sewer payments, and permit fees.
- D. Processes mail. Assists departments, other than those normally assigned to, with any of the duties necessary for efficient operation, as assigned by the Department (Office) Supervisor, or the City Manager.
- E. At the direction of the Department (Office) Supervisor, may record land records, vital statistics, ordinances, appointments, issue licenses and burial permits. Process tax liens and adoption certificates. Assist in maintenance of voter checklist. May receive and deposit funds. Reconcile bank statements. Performs other normal functions of operation of a municipal office, as directed by Department (Office) Supervisor.
- F. Responsible to Department (Office) Supervisor.

City  USW 

4. PUBLIC SAFETY SUPPORT SERVICES ADMINISTRATOR

The Public Safety Support Services Administrator will operate under the direction of the City Police Chief and Fire Chief, performing ambulance coding, supporting Police and Fire personnel and other responsible clerical and administrative work. Works with considerable independent judgment and requires a high level of attention to detail.

5. ENGINEERING TECHNICIAN A

The Department of Public Works Engineering Technician A assists the Public Works Director and Assistant Public Works Director in the development of work plans, records and project management for all of the divisions of the DPW. The incumbent exercises substantial independent judgment in the design, development and supervision of projects and programs. In addition, the incumbent may participate in numerical analysis and updating records of the Engineer's Office into modern formats of Computer Added Drafting and Design (CADD) and Global Information Systems (GIS).

6. ENGINEERING TECHNICIAN B

The Department of Public Works Engineering Technician B assists the Public Works Director and Assistant Public Works Director in the development of work plans, records and project management for all of the divisions of the DPW. Work focuses on civil engineering principles, project layout, material quantities, estimating, inspection and less complicated project development activities. In addition, the incumbent will assist in updating records of the Engineer's Office into modern formats of Computer Added Drafting and Design (CADD) and Global Information Systems (GIS). Works independently with multiple check-ins each week or under the supervision of Engineering Technician A.

7. MAPPING & SURVEYING SPECIALIST

Performs fundamental engineering work such as surveying, drafting, designing, construction layout and the research of City records. Additional responsibilities include the maintenance and preparation of the City Property Mapping System and assisting all departments with their drafting and mapping requirements. Reports directly to the Director of Public Works or their designee. Must be proficient with office computer software and be able to perform above the basic level. The City retains the right to pre-test a candidate for this position to determine their overall skill level.

8. METER SPECIALIST

The Department of Public Works Meter Specialist performs tasks related to development of water billing and meter operations used to complete necessary billings. Meter readings are collected via different techniques including site visits, telephone communications, in person meeting and telemetry in this position. Activities will transition to include water meter installation or inspection of meter installations, and other activities related to services. Common tasks include collecting meter readings, identifying errant readings and related equipment, defining repair requirements and completing repairs related to the meter heads, communication elements of the meter system and sealing meters.

City  USW 

9. FACILITIES DEPARTMENT POSITIONS

Physical Requirements for all Maintenance/Laborer positions:

All Facilities Department employees must perform manual labor requiring physical strength and dexterity. Job duties require the regular and, at times, sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, twisting, bending and crawling, and may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials twenty to fifty pounds (20-50 lbs). The employee must occasionally lift and/or move up to eighty pounds (80 lbs.) and occasionally lift and/or move more than one hundred pounds (100 lbs) with mechanical assistance.

A. FACILITIES FOREPERSON

The Facilities Foreperson supervises the day to day operations of the Facilities department staff. Creates and collaborates with the Director of Buildings and Community Services or their designee on weekly work plans for the assignment and execution by staff. The Foreperson assures that all proper construction and maintenance techniques and safety activities are planned and executed in every task. Provides leadership, mentoring, instruction and feedback on work quality and employee performance to promote an effective work place. Documents work progress, cost, quality and completions for the City. Evaluates and records employee performance and project completions to continuously improve staff contributions and manage staff. This is skilled work performing public infrastructure operations and maintenance associated with the Barre City facilities and all grounds and ancillary systems in proximity.

B. BUILDINGS MAINTENANCE MECHANIC A

The Department of Building and Community Services Buildings Maintenance Mechanic A assists the BCS Director or their designee in the safe and effective operations of City facilities. Capability to operate control systems, HVAC systems, plumbing and electrical systems to support effective use of City buildings. Analysis of building data is required for improving operational efficiency using standard Office Suite tools complemented by industry-specific building software tools as an essential role for this classification. The Building Maintenance Mechanic A operates with substantial independence reporting large purchases and important issues to the Director before acting. Specific systems include plumbing (water and drainage) electrical (wiring, appliances, generators, and switching), communications and security, fire protection and life safety systems that are the direct responsibility of the Buildings Maintenance Mechanic A.

C. BUILDINGS MAINTENANCE MECHANIC B

The Department of Building and Community Services Buildings Maintenance Mechanic B assists the BCS Director or their designee in the safe and effective operations of City facilities. Operation of building or facility systems includes mechanical equipment, plumbing (water and drainage) electrical (wiring, appliances, generators, and switching), some communications and security, fire protection and life safety systems, interior finish

City of NSW



maintenance and carpentry are all areas of work activity for the Buildings Maintenance Mechanic B. The Buildings Maintenance Mechanic B operates with limited supervision in completing assignments.

D. MAINTENANCE PERSON

Performs maintenance and custodial services in and around municipal buildings. Repairs and maintains all standard and specialized equipment and tools in buildings and on the grounds as well. Performs all sorts of ground maintenance. Operates all associated equipment as required. May direct the activities of one (1) or more laborers as required. Reports to the department supervisor or the City Manager.

E. LABORER

Semi-skilled worker doing various types of hand work in general labor class involving building maintenance, custodial, caretaking, painting, grounds-keeping, cleaning, etc., or serving as helper. May drive pickup truck.

City  USW 

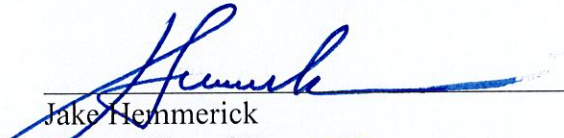
JJ. APPENDIX C - ACKNOWLEDGMENT OF ARBITRATION

The United Steelworkers, AFL-CIO-CLC, on behalf of its Local #4-68, City of Barre, (hereinafter called the "Union") and the City of Barre (hereinafter called the "City") understands 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 that any dispute shall be submitted to an impartial arbitrator, in accordance with the Agreement.


Date at the City of Barre, Vermont on this ___ day of **September, 2023**

For the **CITY OF BARRE**

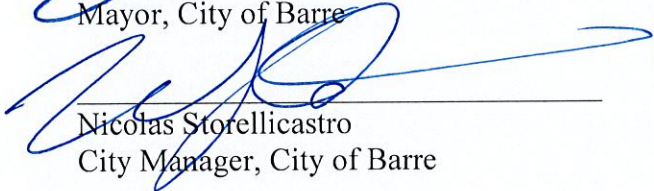
For the **UNITED STEELWORKERS AFL-CIO-CLC**



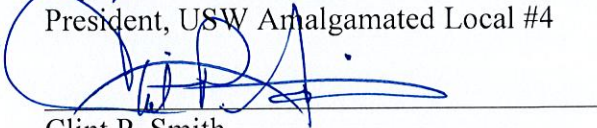
Jake Henmerick
Mayor, City of Barre



Ray Bettis
President, USW Amalgamated Local #4



Nicolas Storrellicastro
City Manager, City of Barre



Clint P. Smith
Unit Chair/Local #4 Negotiator Unit 4-68

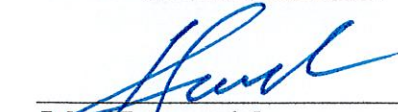
*Note that Chapter 192 Title 12 V.S.A. retains all other arbitration rights within the same section which requires this acknowledgment.

City _____ USW 

Dated at the City of Barre, Vermont on this ____ day of _____, 2023

For the CITY OF BARRE

For the UNITED STEELWORKERS AFL-CIO-CLC



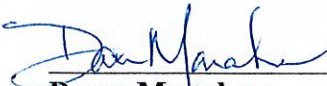
Jake Hemmerick
Mayor, City of Barre

David McCall
USW International President



Nicolas Storlicastro
City Manager, City of Barre

John Shinn
USW International Secretary-Treasurer



Dawn Monahan
Assistant City Manager, City of Barre

USW International Vice President Administration

Kevin Mapp
USW International Vice President Human Affairs

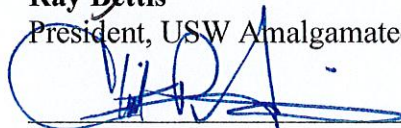
Dave Wasiura
Director, District #4

Rick Sauer
USW Staff Representative

USW LU 00004 – Negotiating Committee



Ray Bettis
President, USW Amalgamated Local #4

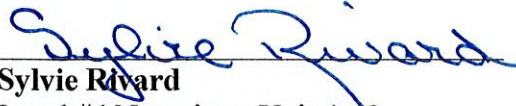


Clint P. Smith
Unit Chair/Local #4 Negotiator Unit 4-68



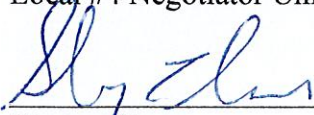
Cheryl Metivier

Local #4 Negotiator Unit 4-68



Sylvie Rivard

Local #4 Negotiator Unit 4-68



Sherry Chase

Local #4 Negotiator Unit 4-68

