

Agreement Between

**THE CITY OF BARRE, VERMONT**

And

**AFSCME LOCAL #1369, COUNCIL 93, AFL-CIO**

**BARRE CITY D.P.W. CHAPTER**

**January 1, 2022 – December 31, 2025**

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PUBLIC WORKS DEPARTMENT AGREEMENT  
CITY OF BARRE - LOCAL #1369, COUNCIL 93, AFSCME, AFL-CIO  
January 1, 2023 – December 31, 2025

Agreement entered into by and between the City of Barre, acting on behalf of its Public Works Department and Cemetery Department and Local #1369, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, representing the employees of the City of Barre Public Works Department and Cemetery Department.

The City of Barre Public Works Department includes employees of the Street Division, Sewer Division, Water Division, and Wastewater Treatment Division.

## A. ARTICLE I

### SECTION 1 - GENERAL

- a. The City of Barre Public Works Department and Cemetery Department hereinafter is referred to as the Departments. Local #1369, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter is referred to as the Union.
- b. In order to increase general efficiency in the Departments, to maintain existing harmonious relationship between the Departments and its employees and to promote the morale, equal rights, well-being and security of the Departments employees, the City of Barre and Local #1369, Council 93, hereby agree as follows:
- c. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays and holidays.
- d. 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.

### SECTION 2 - PUBLIC EMPLOYEES

- a. The Departments and the individual members of the Union are to regard themselves as public employees and, as such, they are to be governed by the highest ideals of honor and integrity in all public and personal conduct in order that they may merit the respect and confidence of the general public.

## B. ARTICLE II

### SECTION 1 - RECOGNITION

- a. The City of Barre hereby recognizes that the bargaining unit is the sole and exclusive representative of all bargaining unit employees of the Barre City Departments of Public Works for the purpose of bargaining with respect to wages, hours of work and working conditions and



the Union unreservedly accepts and recognizes the necessity of the Departments to operate within its budget as set by the City Council and the City Manager.

## **SECTION 2 - UNION SECURITY**

- a. Employees covered by this Agreement and employees hired on or after its effective date shall have the right to join the Union on or after the 30th day following the beginning of such employment. Members of the Union as of the date of ratification of this Agreement shall remain members of the union for the duration of this Agreement. Workers who join the Union during this Agreement shall remain Union members for the duration of this Agreement. Notwithstanding the above, a Union member may resign their Union membership by providing the Union and the City a signed letter of resignation during the sixty (60) day period prior to the expiration of this Agreement.
- b. The Union Steward or the Chapter Chair or other duly appointed representative of the Union shall be afforded up to one hour to meet with a new hire. The meeting shall take place during the newly hired employee's regular working hours. The purpose of the meeting is to explain the benefits of Union membership and the employee's rights and responsibilities inherent in this Collective Bargaining Agreement. A newly hired employee's participation in the meeting is voluntary.
- c. No worker will be disciplined for refusing to cross a picket line of another City of Barre Union during a lawful strike.

## **SECTION 3 - MANAGEMENT RIGHTS**

- a. The management of the workplace and 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 of lay-off 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.

## **SECTION 4 - UNION DUES**

- a. The City will deduct Union dues weekly from the pay of the employees who authorize such payroll deduction in writing. The dues deducted shall be paid to the Treasurer of Local #1369, Council 93 upon request.
- b. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability, including but not limited to its reasonable attorney fees, that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of Sections 2 and 4.
- c. Employees may authorize contributions to a political action committee (PAC) administered by AFSCME. The City shall deduct PAC contributions from the paychecks of employees who authorize such deductions in writing and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are being

transmitted. An employee may change the level of their contribution, or cease making contributions altogether, by providing written notice to the City.

- d. The City understands that AFSCME policy is to charge an hourly fee for services provided to non-members of the bargaining unit who desire Union representation in grievances or other matters. The City has no responsibility to collect or transmit payments for service fees charged by AFSCME.

## C. ARTICLE III

### SECTION 1 - SENIORITY LIST

- a. The Departments shall establish a seniority list which shall be brought up-to-date on January 1st of each year and immediately thereafter said list shall be posted on the bulletin boards in the City Garage, Water Division, Sewer Division and Cemetery Department for a period of not less than thirty (30) days. A copy of same shall be mailed to the Chapter Chair of Local #1369, Council 93.
- b. Any objections to the seniority list as posted shall be reported to the Departments within ten (10) days or it will stand.

## D. ARTICLE IV

### SECTION 1 - VACANCIES

- a. When the employer decides to permanently fill a vacancy within the bargaining unit, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for five (5) working days. Employees interested shall apply in writing within the five (5) working day period. If a position is posted while an employee is on vacation, that employee shall have one (1) additional day, upon return to work, to bid the position. The City will post all open bargaining unit positions and will give due consideration to all qualified bargaining unit employees who apply. The City may also advertise the vacancy to the general public. The employer retains the right to pre-test the individual for specific skills that are outlined in the vacancy announcement. The City retains the right to hire the candidate it deems to be the most qualified for the position. If two or more employees are deemed to be equally qualified seniority shall govern. The individual selected for said position will begin receiving the pay for the position upon filling the position. The individual selected will serve a forty-five (45) day probationary period before the appointment becomes permanent. If at any time during such probationary period, the employer deems the individual unqualified or incapable of properly filling the position, the individual will be immediately returned to their former job.
- b. The City may utilize temporary or substitute employees to cover the absence of a bargaining unit member who is on a paid or unpaid leave of absence, absent due to medical illness/disability which is anticipated to continue for more than two (2) weeks, or to cover a vacancy while recruitment for a regular position is in progress. The City shall not use temporary or substitute employees as a subterfuge for not hiring regular employees to fill



vacancies.

- c. The City will provide written notice to a temporary or substitute employee and to the Union of the temporary job assignment and the status of the employee under this agreement. Temporary or substitute employees will not normally be utilized for more than a ninety (90) day period without prior notice to the Union.
- d. Upon notice that an employee who is out on leave will not return to their position with the City, the City will comply with clause a. of this section.
- e. If the City decides to utilize a hiring committee to fill a bargaining unit position the Chapter Chair of the Union may recommend two members of the bargaining unit to serve on the hiring committee. The City Manager or designee will make the final selection from the persons nominated. All members of the hiring committee shall maintain the confidentiality of the hiring Committee's process. This provision does not require the City to use a hiring committee. An employee shall be released from their job duties and paid their regular wages when hiring committee meetings take place during the employee's scheduled work hours.

## **E. ARTICLE V**

### **SECTION 1 - PERSONNEL REDUCTION**

- a. In case the City Council or the City Manager decides to reduce the Departments in personnel, layoffs shall be made by reverse seniority within the following areas: Water, Sewer, Streets, Water Treatment Plant, Waste Water Treatment Plant or Cemetery, based upon length of full-time service in the bargaining unit. The Public Works Garage Mechanic, however, is exempt from this provision.
- b. An employee who is laid off may bump a bargaining unit member employed in another area who has less seniority, providing that the employee electing to bump is presently qualified to perform the duties of the new position. The City and the Union may agree to allow an employee to volunteer for the lay-off.
- c. The employee with the most seniority shall be rehired first provided, however, that they are qualified to fill the vacant position. No new employee shall be hired until all laid-off employees have been given an opportunity to return to work, provided that they are qualified to fill the vacant position or positions.

### **SECTION 2 - NEW PERSONNEL**

- a. A permanent full-time employee is one who is regularly scheduled to work on the basis of a forty (40) hour week for fifty-two (52) weeks each calendar year except for vacations, holidays or sick leave. All employees in this category are eligible for participation in all fringe benefits - vacations, holidays, sick leave, insurance and pension. A permanent part time employee is one who is regularly scheduled to work more than twenty (20) hours per week but less than forty (40) hours a week for fifty-two (52) weeks each calendar year except for vacations, holidays or sick leave. A permanent part time employee is eligible for participation in all fringe benefits on a pro-rated basis of their hours as a fraction of the normal work week. An employee who is regularly scheduled to work at least ten (10) but not more than twenty (20) hours per week for fifty-two (52) weeks each calendar year except for vacations, holidays or sick leave



is eligible for twenty-five percent (25%) of all fringe benefits for which the employee qualifies under the eligibility rules of the benefit provider; however such employees are not eligible to participate in either of the pension programs provided in Article 13, Section 1. At the beginning of employment, the City will provide the employee and the Chapter Chairperson a letter defining who the employee's supervisor is and will notify the employee and the Chapter Chairperson upon any changes.

- b. Any new employee shall serve a probationary period of ninety (90) days before they shall be permanently assigned to one of the job classifications in the Departments and before they shall be considered a full-time permanent employee. During the probationary period, the employee's work and ability to perform assigned tasks and their desirability as a City Employee shall be carefully evaluated by either the Director of Public Works or the Director of Buildings & Community Service (hereinafter "BCS) or their designees, as appropriate. The new employee shall be allowed to operate any and all equipment and vehicles relevant to their classification for the purpose of evaluating performance. In the event that there is any reason to believe that the employee will not be a satisfactory, full-time permanent employee, the employee shall be terminated on or before the end of the ninety (90) day probationary period. Failure to qualify as a permanent employee, regardless of cause, shall not be subject to the grievance and arbitration provisions of this agreement.

### **SECTION 3 - LOW COST/NO COST LABOR**

- a. The Departments are authorized to participate in programs that provide no cost, or low cost, part-time or seasonal employment services for the City, subject to the following restrictions:
- b. There shall be no lay-off or loss of work hours for current unit employees due to the use of no cost or low cost labor;
- c. The use of no cost/low cost employees shall be restricted to general labor categories of employment, i.e., laborers, caretakers; such employees shall not be used to perform skilled jobs, or jobs which require special licenses or certifications; and
- d. Current employees will not be required to supervise persons engaged by the City as part of a low cost or no cost employment program.

## **F. ARTICLE VI**

### **SECTION 1 - SENIORITY**

- a. Department Seniority and/or Classification Seniority shall prevail in promotions to other bargaining unit positions. The candidate must be presently qualified for the job. The provisions of Article 4, Section 1a also apply to the filling of promotional vacancies.
- b. An employee who returns to work for the City within two (2) years of leaving shall retain all their seniority rights, except for those related to personnel reduction or short-term layoff. Seniority shall not be broken when a permanent employee is laid off, provided they accept a recall to return to work within two (2) years of the date of the layoff.
- c. Nothing herein shall be construed to create any preference in hiring former employees who apply for positions with the City of Barre.

## SECTION 2 - KINDS OF SENIORITY

- a. There are two kinds of seniority as noted in Section 1. One seniority is based on the length of time the employee has worked for the Departments and is known as Department Seniority. The other seniority represents the length of time an employee has worked in a particular classification and is known as Classification Seniority.
- b. Classification Seniority will be utilized in the assignment of vehicles. Vehicle assignments within a classification will be made by giving first preference to the senior person amongst those qualified to operate said equipment.
- c. Job classifications as set forth in Appendix A (Street Division), Appendix B (Water Division), Appendix C (Sewer Division), Appendix D (Wastewater Division), and Appendix E (BCS Cemetery Division) are hereby accepted by the Union and is made a part of this Agreement.

## G. ARTICLE VII

### SECTION 1 - TEMPORARY OR PERMANENT ASSIGNMENT

- a. Employees temporarily assigned to lower rated jobs at a time when there is no work available for them on their regular jobs shall retain their regular rate of pay.

### SECTION 2 - JOB RATE

- a. An employee temporarily or regularly assigned to a higher rated job shall receive the higher rate of pay, provided the assignment is for a period of one (1) or more hours at any one time.

### SECTION 3 - ASSIGNMENT

- a. Employees shall be assigned to work within their classifications unless such work is not available. Work outside of an individual's classification will be assigned based on seniority.

### SECTION 4 - EQUIPMENT CLASSIFICATION

- a. Light Equipment - All equipment and vehicles not otherwise classified as Heavy Equipment.
- b. Heavy Equipment – Generally, heavy equipment includes (1) equipment weighing in excess of 26,000 pounds (tare weight) and (2) trucks with gross vehicle weights in excess of 38,000 pounds, including Five-ton or Vibratory Roller, Bucket Loader, Dozer, Grader, Sewer Cleaner, 10 Wheel Tanker, 10 Wheel Dump Truck and other Heavy Equipment meeting the general definition set forth above deemed necessary for the operation of the Department which may be acquired or rented by the City in the future.



## H. ARTICLE VIII

### SECTION 1 - LICENSES & CERTIFICATIONS

- a. Unless exempted by the City Manager all employees of the Departments shall, as a condition of employment, be required to obtain and maintain any and all State and Federal licenses and certifications as may be required by law. Unless exempted by the City Manager, employees shall obtain and maintain both a valid driver's license as well as a valid commercial driver's license (CDL). In any event, when an employee holds a CDL license the City will continue to pay costs associated with the renewal of that license. Nothing herein shall be interpreted to allow the City Manager to exempt any employee from compliance with a statutory or regulatory requirement related to their position. In the event that an examination is required by law in order to obtain certification, the employee will be given a minimum of two (2) attempts, within a six (6) month period, to pass the examination. Failure to pass the examination within the specified time period will be just cause for dismissal. However, the City will make a reasonable effort to employ the individual in an alternative position with the City, provided that the employee is qualified for other positions that may be available at the time. This condition is subject to the provisions of the other bargaining units.
- b. The City will pay all of the training and examination fees required by the City, and for the cost of the Commercial Driver's License renewal fee.

## I. ARTICLE IX

### SECTION 1 - VACATIONS

- a. Permanent employees who have completed six (6) months of continuous service shall receive five (5) paid vacation days. Permanent employees who have completed one year or more of continuous service shall receive the vacation days per calendar year indicated on the chart below. The number of days each employee receives annually will be posted and become effective on January 1 of each year.

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



- b. Employee will be allowed to carry over a maximum of one hundred percent (100%) of their annual vacation allowance.
- c. Employees will submit their July-December vacation requests of five (5) days or more to the department directors by April 1<sup>st</sup> of the current calendar year. Employees will submit their January-June vacation requests to department heads by October 1<sup>st</sup> of the previous calendar year. Initial vacation preference will be by seniority, any changes after these submission dates will be on a first come, first serve basis.
- d. Upon retirement, lay-off or resignation, the employee shall be paid their accumulated vacation credits, provided the employee has completed the probationary period. Upon employee's death, accumulated vacation credits shall be paid to the employee's spouse, if applicable. If the employee does not have a spouse, the accumulated vacation credits shall be paid to the person(s) designated as their beneficiary under the group life insurance plan.
- e. The City Manager reserves the sole right to grant or deny extensions for the use of accrued vacation time beyond the timelines defined above, or an exception to the maximum carry over set forth in subsection a. herein. Extensions may be granted for the underlying reason being that an employee was unable to take accrued vacation time as a result of an extended restriction or action by the City, such that the employee would otherwise lose accrued vacation time. An extension will not be granted as a matter of course or convenience. The request must meet the following criteria:
  - (1) It will be submitted in writing through the employee's supervisor and department head.
  - (2) It must provide the dates and conditions relating to any denial of use of accrued vacation time.
  - (3) It must be submitted by December of the current calendar year.
  - (4) It must contain the number of days requested and the date by when the vacation time will be used.
  - (5) The request will be signed by the employee, the supervisor (if any) and the department head.

## **SECTION 2 – ADVANCED VACATION PAY**

- a. In order to receive vacation pay in advance the employee must notify the appropriate department head, or their designee, in writing, with time slip attached, one (1) week prior to the week the employee is scheduled for vacation leave.

## **J. ARTICLE X**

### **SECTION 1 – HOLIDAYS**

- a. The following days shall be recognized and observed as paid holidays for full-time probationary and full-time permanent employees:

New Year's Day – January 1st  
Floating Holiday  
President's Day – 3<sup>rd</sup> Monday in February  
Town Meeting Day – 1st Tuesday in March  
Memorial Day – as observed by the State  
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  
The Friday following Thanksgiving Day  
Christmas Day – December 25

\*The Public Works Department will not shut down on Columbus/Indigenous People's Day. Individual members of the Public Works Department shall be allowed to use this time as a floating holiday on or before the end of the calendar year. If an employee's request to use a floating holiday is denied due to the business needs of the City the employee must request an extension of time in which to use the day. If the request for extension is denied the employee will be compensated for the floating holiday or compensation for the day at their regular rate of pay.

- b. Whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays fall on a Sunday, the succeeding Monday shall be observed as the holiday.
- c. Employees shall be eligible for holiday pay under the following conditions:
  - (1) The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on vacation or sick leave.
  - (2) The employee worked their last scheduled work day prior to the holiday unless they were excused by the employer or they were absent for any reasonable cause. The Employer and the Union shall mutually agree upon reasonable cause in each case.
  - (3) If a holiday is observed during an employee's vacation, they shall be paid for the holiday and the employee's accrued vacation shall not be charged for the day.
- d. In the event other all other City Unions negotiate changing the Memorial Day Holiday to the federally observed date, this contract will automatically change to observing Memorial Day on the federally observed date.
- e. The City agrees that if either Juneteenth or Martin Luther King Jr. Birthday is granted as an additional holiday to another City bargaining unit it will become an additional holiday for the DPW bargaining unit.



## **SECTION 2 - HOLIDAY PAY**

- a. If an employee works on any of the holidays listed above or the day in lieu of, they shall be paid at time and one-half ( $\frac{1}{2}$ ) for all hours worked, in addition to their holiday pay.
- b. In the event an employee is called in to work on Thanksgiving or Christmas they shall be paid at double time for all hours worked, in addition to their holiday pay.

## **SECTION 3 - BEREAVEMENT PAY**

- a. In the event of death in the immediate family of any member of the Public Works or Cemetery Departments, the employee shall be allowed a leave not to exceed five (5) working days with pay. Immediate family is defined as: father, mother, spouse or civil union 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, brothers-in-law, sisters-in-law, sons or daughters-in-law, the employee shall be granted leave not to exceed three (3) working days with pay.
- c. In the event of a death of a person not in the immediate family of the employee who is living in the employee's household, including step-parents, step-brothers, step-sisters, and relatives of the employee, a bereavement leave not to exceed one (1) day shall be granted.
- d. In the event that the employee suffers the death of a step-parent, step-sister, step-brother, half-sister, or half-brother, the employee will be entitled to one (1) day off for the funeral or its arrangements and shall not suffer the loss of any straight time pay for that day. This does not classify these relations as "immediate family".
- e. If internment of a member of an employee's family as defined in Section 3 a or b herein is postponed to a later date, and occurs during the employee's scheduled workday, the employee may take one (1) of the three or five (3 or 5) foregoing days off with pay on the date of internment.

## **SECTION 4 - DEATH OF EMPLOYEES**

- a. If an employee of the Departments dies, a maximum of four (4) hours leave with pay will be allowed for members of the Departments to attend the funeral.

## **SECTION 5 - PERSONAL LEAVE**

- a. Each permanent employee shall be entitled to one (1) day personal leave with pay during each calendar year. Employees shall request and receive prior approval from the City before personal leave may be taken. A request for personal leave should 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 efforts to accommodate an employee's request. Personal leave may be taken in increments as little as one-quarter ( $\frac{1}{4}$ ) hour. The day for personal leave shall be taken during the calendar year in which it accrues, or such personal leave, or any remaining portion thereof, shall be forfeited without compensation.



## SECTION 6 - LEAVE TO INVESTIGATE AND PROCESS GRIEVANCES

- a. Either the Union Shop Steward or the Union Chapter Chair shall be granted reasonable time off with pay at the discretion of the City Manager during working hours to investigate and process grievances.

## K. ARTICLE XI

### SECTION 1 - SICK LEAVE

- a. 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. A medical certificate may be required after an employee is absent because of illness after three (3) consecutive days, or when there is a pattern of sick leave usage which raises a reasonable question of misuse of sick leave. The Employer may investigate or require reports or other evidence of due cause for the granting of sick leave. The City Manager or designee may, at their discretion, waive the requirement of a doctor's certificate for sick leave compensation.
- b. For each ninety (90) consecutive calendar days that an employee does not use any sick time, 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 calendar year in which they accrue. If earned day is not used by the end of the calendar year, it shall be paid to the employee in the last paycheck of the calendar year.
- c. Sick leave is provided for payment to any regular employee for absence necessitated by inability to perform the duties of their position by reason of illness or injury or as 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.
- d. 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, vacation, personal or holiday leave.
- e. Employees will be allowed to use up to three (3) days of their accrued sick leave to handle health care issues of a spouse, child, domestic partner, and an "immediate family" member as defined in Article 10, Section 3a, 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 ninety (90) consecutive days as outlined in paragraph b above.
- f. Notwithstanding any provision of this section to the contrary, an eligible employee may use sick leave as provided by Vermont or federal statutes.
- g. Sick leave will be paid in increments of one quarter (1/4) hour.
- h. No employee shall accumulate a total of more than one hundred fifty (150) days. Employees may accrue and accumulate a maximum of one hundred fifty (150) sick leave days.
- i. Upon retirement from the City, employees will be allowed to redeem unused sick leave at a

rate of three (3) days sick leave for one (1) day's pay. Upon termination of employment with the City, for any other reason, any unused sick leave is forfeited without compensation. For the purpose of this section the term "upon retirement" means:

- The retiring employee has worked at least ~~thirty (30)~~ 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
  - 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.
- j. Employees may make donations of their paid leave time to any other City employee in accordance with the City's Directed Leave Policy.

## L. ARTICLE XII

### SECTION 1 - WORK WEEK AND WORK DAY

- a. The work week shall commence at 12:01 a.m. Saturday morning and continue through midnight the following Friday night. The normal work week shall commence at 7:00 a.m. Monday morning and continue through 3:30 p.m. Friday, for a period of forty (40) hours made up of five (5) normal work days. A normal work day shall consist of eight (8) hours commencing at 7:00 a.m. and ending at 3:30 p.m. Monday through Friday. With the mutual consent of the Union, the normal work week may be adjusted.

The Water Supply Operator and Waste Water Treatment Plant staff may be assigned additional work hours on Saturdays, Sundays and holidays.

If, in the judgment of the Director of Public Works or the Director of BCS the speedy and efficient accomplishment of work in the department requires it, additional work shifts may be established other than the normal work shifts. Any employee assigned to such shifts shall receive a ten percent (10%) bonus in addition to their regular rate.

- b. A fifteen (15) minute on-the-job rest period will be allowed each morning between the hours of nine (9) and ten (10) for each employee covered by this Agreement in such a manner that job interference will be held to a minimum.
- c. A one-half ( $\frac{1}{2}$ ) hour lunch period shall be allowed between the hours of 12 noon and 12:30 p.m.
- d. Employees will be paid ~~(1 $\frac{1}{2}$ )~~ time and one-half ( $1\frac{1}{2}$ ) their regular wage rate for any work performed outside of the normal eight (8) hour work day or during the one-half hour ( $\frac{1}{2}$ ) lunch period.
- e. Employees may request compensatory time in lieu of cash payment for overtime worked. Compensatory time shall be earned at overtime rates, that is, one and one-half hours of compensatory time for every hour of overtime worked. Notwithstanding any other provisions



of this Article: an employee shall be eligible to accrue up to one hundred and twenty hours of compensatory time in any calendar year and may carry forward up to eighty (80) hours of compensatory time from year to year. Further, while employees are eligible to use or cash out earned compensatory time upon reasonable written notice to the Director of their Division (or designee), the Parties agree that compensatory time off will not be requested and need not be granted during peak work seasons in the winter (snow removal and related issues) and summer (construction and repair).

- f. If a permanent employee is required to report for work outside of their regularly scheduled work hours, they shall receive a minimum of two (2) hours at overtime rate of time and one-half (1½) based upon their base rate of pay if the call-in assignment is completed in less than two (2) hours. If the call-in assignment takes two (2) hours or longer the employee shall receive a minimum of three (3) hours of compensation at their overtime rate of time and one-half (1½) based upon their base rate of pay. An employee who is contacted by the City outside of their regularly scheduled work hours who does not report to work, but merely contacts other employees or contractors to deal with the issue, shall receive a minimum of thirty (30) minutes compensation at overtime rate of time and one-half (1½) based upon their base rate of pay. Overtime will be distributed fairly and equally among the qualified employees within a classification.
- g. On Call Assignments and Compensation –

1). Water Treatment Facility and Wastewater Treatment Facility Only

All Water treatment facility and eligible Wastewater treatment facility operators that hold an Operator's license issued by the State of Vermont shall be available for 'on-call' assignments consistent with the provisions of this section. The on-call schedule will be determined by the Superintendent of Water and Wastewater or Public Works Director in consultation with the plant's Chief Operator and shall be rotated evenly and fairly among all eligible operators that hold a State issued license. The on-call schedule will cover all 7 days during the week and weekend (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday). All eligible operators will be connected to an automated dialer that alerts the operator of any alarms at the facility that need to be addressed.

Water treatment facility and eligible Wastewater treatment facility operators that hold an Operator's license issued by the State of Vermont who are assigned to on-call status shall be paid as follows: Effective upon ratification and execution of the Agreement through December 31, 2023: \$28 a day or \$196 per week, if applicable. January 1, 2024 through December 31, 2024: \$30 dollars a day or \$210 per week, if applicable. An employee assigned to on-call duty can receive coverage from another certified operator with the agreement of the other employee and the approval of the plant Chief Operator. The Chief Operator shall inform the Superintendent of Water and Wastewater of any changes to the on-call schedule.

The operator who is assigned on-call duty must refrain the use of alcohol or any other substance that would impair the operator's ability to respond to a call. The operator on-call is otherwise free to engage in personal activities while in on-call status subject to the requirement of acknowledging the alarm as soon as reasonably possible under the circumstances and responding to the alarm within forty-five (45) minutes of being



contacted. If the operator on-call fails to respond to the alarm within the forty-five (45) minute window, disciplinary action may be taken by the City.- Operators that are called-in to address the alarm, or who arrange for third parties to address the alarm, shall be compensated in accordance with the provisions of Article XII, Section 1, f.

- h. If, in the judgment of the Director of Public Works or the Director of BCS, the speedy and efficient accomplishment of work in the Department requires it, additional work shifts may be established other than the normal work shift described above. Any employee assigned to such shifts shall receive a ten percent (10%) bonus in addition to his regular rate.
- i. In the event of extenuating circumstances, as determined by the Director of Public Works or the Director of BCS, all leave may be cancelled until the extenuating circumstances no longer exist. In the event an employee suffers financial loss due to the cancellation of previously approved vacation time the employee may submit a request for reimbursement to the city. The request will be reviewed by the Director of Public Works or Director of BCS, as appropriate, and forwarded to the City Manager to determine the extent, if any, of the city's responsibility.
- j. If an employee is called to work while on an approved vacation, personal or floating holiday the employee shall be compensated at the rate of double time for all hours worked.
- k. Four Day Work Week (Street Department Only)

The City may implement a four (4) day work schedule for employees of the Street Department as well as the mechanic positions. A four (4) day work schedule shall meet the following parameters:

1. The four (4) day week shall be restricted to employees within the street department.
2. The work day shall be ten (10) hours per day at straight time rates. The work day shall start at 6 am and end at 4:30 pm. Employees shall be paid time and one-half (1½) for all hours worked in excess of ten (10) hours a day.
3. Employees shall take a half hour unpaid lunch during the work day.
4. Employees shall have a paid fifteen (15) minutes on-the-job-rest period between the hours of 9 am and 10 am.
5. The four (4) day work week may be implemented on or after May 1 of any contract year and shall terminate not later than September 30 of any contract year.
6. When utilizing a four (4) day work week the department will be separated into two teams on a rotating Monday-Thursday or Tuesday-Friday schedule as determined by the Director of Public Works or designee following consultation with the Foreperson.
7. When a holiday falls within the work week the members of the Street Department will return to a normal five (5) day, eight (8) hour work week.
8. An employee who takes time off (i.e., vacation, sick leave, personal, floating holiday, etc.) while a four (4) day work week is in effect shall utilize ten (10) hours of accrued time.
9. The Parties agree that the City may utilize a four (4) day work week within other departments for specific projects on a short-term basis with prior notice to the Union.

## SECTION 2 - CONSECUTIVE HOURS OF WORK

Subject to the operational needs of the Departments, as determined by the Directors of: Streets; Water & Sewer; Public Works; Cemetery; or of the City Manager; and acknowledging the right of the City to determine shift schedules:

- a. Employees who work overtime such that they work at least twelve continuous hours will be given a thirty (30) minute paid meal break. This does not pertain to the normal noon to 12:30 p.m. unpaid lunch break.
- b. Any employee who has worked sixteen (16) consecutive hours including meal breaks, shall be given eight (8) consecutive hours off duty.
- c. Any employee who is required to work beyond 16 consecutive hours will receive double time for those hours continuously worked in excess of sixteen (16). For any employee required to work more than sixteen (16) consecutive hours who is not afforded eight (8) consecutive hours off duty, all hours worked prior - outlined in a, b, above - shall be counted towards the sixteen. It is understood by both parties that such extended work periods should be rare and are triggered by an unanticipated system(s) breakdown or extended continuous weather events.

## M. ARTICLE XIII

### SECTION 1 - INSURANCE AND PENSION PLANS

a. Effective January 1, 2023 through December 31, 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 as set forth in section g herein. Employees are responsible for payment of the portion of the health insurance premium not paid by the City.

An employee may select single, two persons, parent/children or family coverage under any of the plans offered by BCBS on the VHE and 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 plan selected. Employees are responsible for the payment of any premium amounts for the Plan selected above and beyond the City's contribution.

The City will make the following annual contributions to health savings accounts ("HSA") established by employees electing coverage under the Gold CDHP Plan: single = \$800; two persons or parent child coverage = \$1,800.00; family coverage = \$2,250. The City's contributions to the employee's HSA or HRA Plan shall be made on a quarterly basis. Employees are responsible for all deductibles, co-insurance and co-payments required under the Plan selected.

If an employee is enrolled in an HSA Plan and is making the recommended amount of contributions to their Plan (i.e., deductible amount minus any City contribution divided by 52



weekly payments) 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. The advance available shall be up to the amount necessary to pay qualified medical expenses which are subject to the deductible, provided the Employee is willing to authorize the City to recover the amount advanced in equal amounts from the Employee's paycheck over the remainder of the calendar year to repay the loan.

- b. 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 the alternate health insurance plan provides employees with equal or greater coverage and benefits. The Parties agree that any alternate insurance carrier selected will have an established presence in Vermont and a proven track record with regard to the administration of group health insurance programs.
- c. If two permanent City employees are married or in a civil union one may elect coverage as the primary covered person and the other shall be eligible for coverage as a dependent.

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 from another employer or source other than the City of Barre, shall receive three thousand dollars cash in lieu of the insurance benefit, paid over the course of the calendar year on an hourly basis during the regular payroll cycle.

The employee may elect to receive this payment in cash (taxable) or may direct that the payment be made to the employee's HSA account (non-taxable). This section shall sunset and be of no further effect in the event that City employees become eligible for coverage under any publicly funded federal or state health coverage program, such as a 'single payer' system.

Any member of the bargaining unit hired on or before December 1, 2016 who elects to take single health insurance coverage only from the City of Barre under one of the available HSA eligible Plans, and who demonstrates that he or she has alternate health insurance coverage from another employer or source other than the City of Barre for all eligible dependents, shall receive one thousand dollars cash on an annual basis in lieu of the added insurance benefit. An eligible employee may elect to have the \$1,000.00 paid over the course of the calendar year on an hourly basis during the regular payroll cycle or may elect to have those amounts added to the employee's HSA account in equal amounts (\$250.00) on a quarterly basis. This benefit shall not be available to any new employees hired after December 1, 2016.

- e. 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 or co-payments under any plan offered.
- f. The City's contribution toward the premium of any group health insurance plan will be prorated for eligible permanent part-time employees who are regularly scheduled to work at least twenty (20) hours a week based on the ratio of the employee's scheduled work week to a full-time (40 hour) work week. Part time employees regularly scheduled to work at least seventeen and one-half (17.5) hours but less than twenty (20) hours per week who are



eligible to join the group health plan shall contribute 75% of the premium cost and the City shall contribute twenty-five percent 25%.

- g. The City will maintain a Section 125 Plan that allows employees to establish pre-tax withholdings for meeting premium co-pay, and other allowable expenses. The City will provide the employees with an annual informational update.
- h. The City will maintain a 457 Plan.
- i. The City will establish a Retiree Section, which will offer 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 as of the date of retirement and carry Medicare Parts A and B coverage. If an employee chooses to join the Retiree Section, they will continue to be covered under that 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.
- j. Any employee of the bargaining unit who retires at age fifty-nine (59) or older and has at least twenty-eight (28) years of service with the City can continue on the City's health insurance plan until the employee is eligible for coverage under Medicare as long as the employee reimburses the City each month for fifty percent (50%) of the premiums and administrative costs (as defined under COBRA laws) incurred for the coverage. The insurance coverage is available for employee and spouse only and the City will not reimburse the employee for any out-of-pocket expenses for deductibles or co-pays.

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 and administrative costs (as defined under COBRA laws) incurred for the coverage.

- k. All benefits as set forth in Northeast Delta Dental Policy #925, Plan 3, Orthodontics D, shall become part of this Agreement. The employer assumes and agrees to pay for all premiums assessed against this policy for regular employees. Employees agree to pay for dependent coverage.
- l. Life insurance basic coverage is fifty thousand dollars (\$50,000). 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.
- m. Disability insurance after thirty (30) days shall pay seventy percent (70%) of gross wages up to a maximum of six hundred and fifty dollars \$650.00 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. All questions of eligibility are determined by the insurance carrier in accordance with the terms of the plan.

- n. 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 the age of 18 shall be eligible to make Voluntary Employee Contributions to the Plan. An eligible employee who has completed two (2) years of service and had attained the age of 18 shall be eligible to receive an employer contribution as set forth in sub-section n below, unless the Employee has elected to become a member of VMERS.
- o. The City will contribute to the Plan on behalf of each participating employee a percentage of the employee's base pay based on the following formula:
  - 1. Two to ten years (2-10) of service – six percent (6%) of pay,
  - 2. Eleven to twenty years (11-20) of service – eight percent (8%) of pay,
  - 3. Twenty plus years (20+) of service – twelve percent (12%) of pay.
- p. When the employee is eligible for employer contributions the City will contribute up to a maximum additional 4% of the 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%

- q. The City will provide a layman's summary of the pension plan. A complete copy of the City of Barre Pension Plan and Trust Agreement 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, is filed in the City Manager's Office, and is 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.

- r. All employees hired on or after July 1, 2008 shall become members of the VMERS Retirement Plan. The Plan which will apply to members of the DPW Unit will be VMERS Plan B. The City will contribute its recommended share (currently 6.50%) and the employee will contribute their statutorily required share (currently 5.875%) 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. Current employees who elected to move into VMERS as of the date of its implementation will continue to receive a preferential

contribution percentage from the City towards the cost of VMERS Plan B equal to the percentage the City contributed to the employee's 401K Plan as of January 1, 2009. *Example: 1. A current employee received an 8% contribution from the City towards their 401K plan as of January 1, 2009. The employee elects to join VMERS effective April 1, 2009. 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%). 2. A current employee received a 12% contribution from the City towards their 401K plan as of January 1, 2009. The employee elects to join VMERS effective April 1, 2009. The City will thereafter contribute nine and one-half percent (9.5%) to VMERS on behalf of the employee, and the employee will make no contribution.* Current employees who switch to VMERS at any other time will receive only the regular City recommended contribution, currently five (5%).

Subject to applicable laws, employees who enroll in VMERS may continue to make voluntary contributions to a qualified retirement 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 401K account as provided in subsection p. and q., respectively. Current 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 16 and 17 of this Article.

- s. The City will provide eye care reimbursement up to two hundred fifty-five dollars (\$255) each calendar year for prescription glasses or contacts for full time employees. An employee may carry over up to \$255 in unused eye care reimbursement from year to year, with the total amount not to exceed \$510 in any one year. Individuals who must wear glasses on the job must purchase approved safety lenses. The reimbursement benefit for eye care shall be pro-rated for eligible part time employees based on the employee's full-time equivalency as compared to a forty hour work week.
- t. Annually, no later than January 15 of each year, mechanics shall provide the City with an inventory of the tools they own which are stored at City facilities. In the event tools listed on the inventory are stolen, or damaged/destroyed by a catastrophic event such as fire or flood, the City shall either replace such tools or reimburse the mechanic for the cost of replacing such tools.
- u. Upon separation or retirement (as defined in Article XI, sub-section i) from the City all unused vacation, personal days, and unused floating holidays shall be paid out to the employee at a 100% value. Persons terminated by the City with Just Cause shall receive no payout for these leaves.

## **N. ARTICLE XIV**

### **SECTION 1 - GRIEVANCE PROCEDURE**

- a. 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 ensure efficiency and promote employee morale.
- b. The time frames for any or all steps of the grievance procedure may be extended as mutually agreed upon by both the City and the Local Union President or their designees.



- c. 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.
- d. 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 the meeting:
- (1) The Union Chapter Chairperson with the 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 Chapter Chairperson within five (5) working days.
  - (2) If the grievance has not been resolved, it shall be presented in writing to the Director of Public Works, Director of Streets, Director of Water & Sewer or the Director of Cemeteries or their designee, within five (5) working days after the supervisor's response. The Director of Public Works or the Director of Cemeteries or their designee shall respond to the Chapter Chairperson in writing within five (5) working days. The written grievance shall cite the specific contract Article and paragraph that is being used as the basis for the grievance.
  - (3) 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.
  - (4) If the grievance still remains unresolved, it may be appealed to the City Council within fifteen (15) working days of the City Manager's decision. 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 City Council shall respond in writing within twenty-one (21) days of the hearing, or within twenty-one (21) days of receipt of the written grievance if no hearing is requested. If the grievance is not resolved in this final step, either party may, within fifteen (15) days after the decision of the City Council, by written notice to the other, request arbitration.
- e. 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.
- f. NOTICE: SEE ACKNOWLEDGMENT OF ARBITRATION AT APPENDIX F.

## O. ARTICLE XV

### SECTION 1 - SAFETY, HEALTH AND WELFARE

- 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.
- b. If special safety equipment is required, it shall be paid for by the Employer. The City will provide hard hats, rubber gloves, leather gloves, rain gear, including boots, to all employees working outside.
- c. Employees will be reimbursed two hundred thirty dollars (\$230) in each year of this contract for the purchase of VOSHA/OSHA compliant boots or safety shoes, coveralls and/or winter apparel. Funds not spent in one contract year may be carried over and spent in the next contract year.
- d. Employees whose gloves wear out in the course of performing work for the City may turn in the worn gloves for a new pair as required.
- e. The city shall provide the tools necessary for the employees to perform assigned tasks.
- f. January 1, 2023 to June 30, 2023: City will continue current practices re: uniforms. The City will provide an adequate number of uniforms (shirt, pants, and jacket in season) to ensure a clean uniform for five (5) consecutive days. Employees shall wear the uniforms at all times while on duty. Uniforms will be worn in a professional manner.

Effective July 1, 2023

1). Employees assigned to the Water Treatment or Sewer Treatment facilities will be provided with up to seven hundred fifty (\$750.00) dollars per fiscal year for the purchase of work clothes consistent with City standards. The City will develop a preferred vendor relationship with at least two (2) local retailers. Treatment facility employees will purchase work clothes consistent with City standards from the City's preferred vendors and the vendor will bill the City. The City will purchase and have installed a washer and dryer for each treatment facility.

2). The City will contract for uniform services for employees of the Streets, Cemetery, Water and Sewer divisions.

3). The City will provide each bargaining unit employee and each newly hired employee with an initial supply of five tee shirts. Thereafter the City will replace worn out tee shirts as needed.

g. It is explicitly understood that equipment provided by the City will be utilized only while



performing work for the City.

- h. The City will pay the cost of any vaccination required of an employee as a condition of their employment.

## **SECTION 2 - SAFETY AND BETTERMENT COMMITTEE**

It is mutually agreed to form a Safety and Betterment Committee composed equally of Union representatives and Management. This committee will meet at mutually agreeable times so that both management and labor may get a better understanding of each other's problems. The committee is empowered to study and explore problems that arise. Any agreement reached by the committee involving or arising out of such study shall, after proper ratification by the Union and the City, be binding upon the parties to this Agreement. This section shall not require either party to bargain collectively on any subject.

## **SECTION 3 - SAFETY REQUIREMENTS**

All employees must utilize safety equipment required by any national, state or municipal law. It shall be grounds for disciplinary action should any employee fail to utilize any safety equipment. The City will provide all safety equipment.

## **SECTION 4 - CONSULTATION AND ENFORCEMENT**

- h. The Employer will confer with the Union regarding safety and other rules and regulations affecting the health, safety and comfort of the employees. The Union agrees to cooperate with the Employer in enforcing safety rules and practices in an effort to reduce hazards and insure safe working conditions.

# **P. ARTICLE XVI**

## **SECTION 1 - REASONABLE WORKING RULES**

- a. The City may adopt reasonable rules governing its various operations and the conduct of its employees, provided such rules do not conflict with the provisions of this Agreement.

## **SECTION 2 - DISCIPLINE**

- b. The right to discharge, suspend, or otherwise discipline employees shall continue with the Employer provided, however, that no such action shall be taken without just cause. However, a new employee may be discharged without just cause during their probationary period. The Employer agrees promptly upon the discipline, suspension or discharge of any employee to give written notice thereof to the Union Chapter Chairperson.
- c. A permanent 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 XIV, 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.

- d. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:
- e. Impose discipline within a reasonable time of the offense, or the City's discovery or knowledge of the offense. Reasonable time shall be defined as ten (10) working days or as mutually agreed upon, and;
- f. Apply discipline with a view toward uniformity and consistency of punishment, and;
- g. Employ a system of progressive discipline, in increasing order of severity:
  - (1) First Offense - Oral reprimand, which will be documented and signed with a copy to the Chapter Chairperson.
  - (2) Second Offense of a similar nature - 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 Union Representative will be present.
  - (3) Third Offense of a similar nature - Written Reprimand and up to ninety (90) days suspension without pay. Suspensions will be given out under the following guidelines. No vacation leave, sick leave or personal leave shall accrue during the suspension:
    - (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 - Written Reprimand and Dismissal. The employee will be afforded an opportunity to meet with the City Manager, or his designee, prior to the decision to dismiss.
- h. 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 failure of the City to employ progressive discipline in any case shall not by itself be deemed a violation of the "just cause" standard. The City may repeat steps in progressive discipline and does not have to automatically advance to the next step.
- i. Disciplinary action shall be taken in a manner which will not embarrass the employee in front of other employees or the public.
- j. Written warnings and written reprimands shall be removed from the employee's personnel file after twenty-four (24) months provided that no other disciplinary action of a similar nature was taken against the employee within twelve (12) months following the warning or reprimand. All documentation relating to a disciplinary suspension, demotion or similar substantial disciplinary action shall remain in an employee's permanent personnel file.



- k. If an employee's driver's license and/or CDL license is suspended or revoked the City shall allow the employee up to twelve (12) months to have the CDL license reinstated, provided that this is the first such occurrence while the employee is employed by the City, and further provided the CDL license suspension is for twelve (12) months or less. During the period of time the employee does not have a driver's license the City may assign the employee to other bargaining unit duties which do not require driving; such assignments will be based on the needs of the City. The employee will continue to receive benefits during this period of time provided that the employee continues to work and further provided that the employee continues to pay their share of insurance costs. If the City does not assign the employee to non-driving work the employee will be placed on unpaid administrative leave for all or part of the twelve (12) month period, in which case the employee may continue in any City benefit plans provided that the employee pays the full cost of premium.

When an employee is assigned to a lower paying position they shall be paid the lower wage. In the event the employee's license is not reinstated by the end of the six months period the employee may be discharged. If the loss or suspension of license is not the first such occurrence while the employee is employed by the City the employee may be discharged immediately.

### **SECTION 3 - DISMISSAL**

- a. It is further agreed that any employee may be dismissed for reporting for work under the influence of liquor, drinking or possessing alcoholic beverages during working hours, theft, conduct which jeopardizes the safety or health of co-workers or members of the public, or similar serious offenses.

### **SECTION 4 – EMERGENCIES**

- a. An employee not able to work because of justifiable cause must notify their respective foreman or Superintendent thirty (30) minutes before the scheduled time. The Parties agree that an employee who cannot be available to work outside their normal shift because of justifiable cause should notify their respective foreman or Superintendent in a timely manner if reasonably possible to do so. If there is no answer at the employee's work place, the employee shall notify the police department dispatcher and ask that the message be relayed to the employee's foreman or superintendent.
- b. An employee not able to work because of an emergency must notify their respective foremen or supervisor before or as soon as possible after the scheduled time. The determination of an emergency shall be made by the Director of Public Works, Director of Streets, Director of Water & Sewer or Cemeteries on a case by case basis.

### **SECTION 5 - CONDUCT**

- a. In fairness to the City and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their assigned duties. It shall be grounds for disciplinary action if damaged City equipment or property is returned to its place of storage without filing a report with the work leader or Superintendent.

## SECTION 6 - CARE OF EQUIPMENT

- a. It shall be the responsibility of any employee having custody of any City equipment or property to see that it is properly cared for, kept clean and returned to its place of storage. A report shall be made to the foreman if repairs are necessary.
- b. The appropriate Superintendent will ensure that adequate time is made available for the care and cleaning of equipment, as deemed necessary by the Superintendent.

## Q. ARTICLE XVII

### SECTION 1 - INJURY IN THE COURSE OF DUTY

- a. When an 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, they shall, during such period of disability, receive their full pay, for a period of up to three (3) months. The City Manager may extend the period of full pay by an additional three (3) months if there is a reasonable expectation that the employee will return to work.
- b. The City shall pay, by separate check, the difference between employees' base rate and Workers' Compensation, if less than base rate. The City will cover wages until Worker's Compensation benefit payments begin so there will be no lapse in pay. Invalid claims will have to be reimbursed to the City. Employees will contact their supervisor to provide information, as it becomes available, on their condition, future appointments and when they may return to work.
- c. However, all other benefits will continue during any additional period of disability while they remain an employee. No time covered by compensation for injury in the course of duty shall be charged to sick leave.
- d. A regular employee who is injured in the performance of their duties may be treated by a doctor of their own choice. However, in all non-emergency situations an employee who experiences an on-the-job injury shall meet with the City's designated provider as defined in the City's Workers' Compensation Policy as soon as possible. The City may require an employee to be examined by a physician of its choice. Medical clearance for a regular employee to return to their duties may be subject to approval by a physician of the City's choice.

## R. ARTICLE XVIII

### SECTION 1 - WAGES AND CLASSIFICATIONS

- a. Job classifications for this contract shall be as set forth in Appendix A for the Street Division, Appendix B for the Water Division, Appendix C for the Sewer Division, Appendix D for the Wastewater Treatment Division, and Appendix E for the Cemetery Department.
- b. Employees shall be hired at an appropriate wage rate within the applicable pay grade based on



their previous job experience, education, licensure and skills as determined by the City.

c. Step Increase:

All employees hired before Jan 1, 2023 shall be eligible for their step increase on July 1, 2023. Subsequent step increases shall occur on each July 1<sup>st</sup> during the life of the contract. Employees hired on or after January 1, 2023 will be eligible for their first step increase on the July 1<sup>st</sup> following completion of twelve (12) full months of service with the Department.

An employee whose performance is satisfactory shall receive the negotiated step increase on July 1 of each year for the life of the contract. If an employee's performance is less than-satisfactory the City shall notify the employee in writing within thirty (30) days of the step increase date of the performance deficiencies and its expectations for improvement. The employee will be re-evaluated after forty-five (45) days. If the employee's performance is satisfactory the employee shall be granted the step increase from that date forward. If the employee's performance is not satisfactory at the end of the forty-five (45) day period, the employee shall not receive a step increase for that twelve (12) month period. At any time during the evaluation, the City can grant a step increase to the employee for satisfactory performance before the end of the forty-five (45) day period. Nothing herein shall be interpreted to prevent the City from taking such other disciplinary or corrective action it deems necessary and appropriate, consistent with and subject to applicable provisions of this contract. Once an employee is granted a step increase, it is final and the employee shall not be lowered to a previous step in the progression of that pay grade for any reason.

## **SECTION 2 - WAGE ADJUSTMENTS; ONE TIME BONUS PAYMENT**

Effective January 1, 2023 employee wage rates shall be established in accordance with the wage schedule attached as Appendix G -1. Effective January 1, 2024 employee wage rates shall be established in accordance with the wage schedule attached as Appendix G-2. Effective January 1, 2025 employee wage rates shall be established in accordance with the wage schedule attached as Appendix G-3.

One-Time Bonus: The Parties agree that, in light of recent prevailing inflationary pressures, employees shall receive a one-time bonus payment equal to one and one-half percent (1.5%) of their gross wages received during calendar year 2022. This one-time bonus shall be payable in a lump sum (less normal withholding) within thirty (30) days of ratification and execution of the Agreement by both parties.

The Parties agree that retroactive wage increases, and the one-time bonus shall only apply to persons who continue to be employed by the City as of the date of ratification and execution of this Agreement.

## **SECTION 3 - BASIS OF WAGE INCREASES**

- a. In the determination of any wage increase, the cost of living information as determined and published by the Federal Bureau of Labor Statistics for the New England area shall be used as a guide. Any other pertinent information as to wages in the area, local economic conditions,

rates paid for comparable work in other communities, rates paid for similar jobs in industry, the rate of inflation and the nature of the work performed shall also be considered.

#### SECTION 4 – RATE UPON PROMOTION

- a. A promotion occurs when an individual applies and is awarded an existing vacant position in a classification with a higher pay grade or is being promoted from B to A within a job series that has a higher pay grade.
- b. Each full-time permanent employee who has completed one (1) year of full-time active and continuous employment at Level B of their classification shall be evaluated by the City within thirty (30) days of the end of such year for promotion to the A Level within their classification. In the event that an employee is not promoted to the A Level after such evaluation, the City shall notify the employee in writing of the reason or reasons for not promoting him/her. An employee not promoted from the B Level to the A Level within their classification after said evaluation shall be evaluated again after completion of each six (6) month period of full-time active and continuous employment thereafter for so long as the employee is not promoted from the B Level to the A Level within their classification. The City shall notify the employee in writing after each evaluation of the reason or reasons for not promoting him/her.
- c. Nothing shall limit the discretion of the City to evaluate employees earlier than one year for advancement for the next level.
- d. Any member employed in the classification of Light Equipment Operator A shall be eligible for promotion to the classification of Heavy Equipment Operator B upon the recommendation of the Department Head after consultation with the Foreperson and/or Work Leader. Upgrade to the classification of Heavy Equipment Operator B shall not occur until the employee has demonstrated competence on one or more pieces of heavy equipment operated in the public works department. The employee's competence shall be judged by the Director of Public Works.
- e. Unless otherwise provided herein, an employee who is promoted shall be placed on a step within the new pay grade which ensures at least a two percent (2%) increase over the employee's current rate. The City in its discretion may place the promoted employee on a higher step.
- f. When an employee is promoted their eligibility for step increase on July 1<sup>st</sup> remains unchanged.
- g. Transfers:

An employee who has been laid off and displaces another employee, or who accepts a transfer to a bargaining unit position in a lower pay grade in lieu of the layoff, shall continue to be paid at their current wage, plus any subsequent general wage increase until the next step movement on July 1 when they shall advance to the next step on the wage schedule within their new pay grade.

If an employee voluntarily applies for and is hired into a vacant bargaining unit position at a lower pay grade, the change in position shall be considered a voluntary transfer. In that



event the City shall have the right to determine the wage step the employee shall be granted in that pay grade.

If an employee voluntarily applies for and is hired into a bargaining unit position in the same pay grade as the employees' former position the employee's step shall not change.

An employee's eligibility for step movement on July 1 of each year of this agreement shall not be affected by transfer.

h. Assignments Within and Between Departments:

An employee (other than an employee appointed to serve as Acting Chief Operator) assigned to work within other City departments will be paid at their current wage rate, except as follows: An employee assigned to work in a job classification with a higher pay grade for at least one (1) hour during the work day will be paid for the time worked based on the employee's current step in the higher pay grade. The employee with the highest seniority shall be given the first option for the assigned duties provided the employee is qualified for the task.

Water Treatment Facility and Wastewater Treatment Facility:

In the absence of the Chief Operator for eight (8) or more continuous hours, the Assistant Chief Operator will be considered Acting Chief Operator and shall be compensated based on a step in the Chief Operator pay grade which ensures at least a two (2) % increase over the employee's current rate.

If the Chief Operator position becomes vacant, the Assistant Chief Operator will be considered Acting Chief Operator and shall be paid based on the first step of the Chief Operator pay grade which would provide the acting Chief Operator with a minimum of three percent (3%) increase over their previous wage while the assignment continues. The Acting Chief Operator is eligible to receive a step increase on the Chief Operator pay grade on July 1<sup>st</sup> of the current calendar year, if applicable. If the Chief Operator position is filled by a new hire the Assistant Chief Operator will return to their former pay grade and shall keep all step increases accrued and applied to their Assistant Chief Operator pay grade during the interim assignment. There shall be no differential pay for other positions within the water and wastewater facilities.

In the absence of all Foreperson(s) in a single department in the DPW for Eight (8) or more hours, the most senior Work Leader shall be considered acting foreperson and shall be compensated based on a step in the Foreperson pay grade which ensures at least a two (2) % increase over the employee's current rate.

## SECTION 5. EXCEPTIONAL PERFORMANCE

The City reserves the right at any time to grant an employee a higher step increase based on exceptional job performance and experience providing the increase is no more than (5%) of their current rate per calendar year. When an employee is granted a step increase based on exceptional job performance, the employee's eligibility for step movement on July 1<sup>st</sup> remains the same.

When an employee is promoted from (B) to (A) within a job progression series or applies for and is granted a position with a higher pay grade the employee's eligibility for step increase on July 1<sup>st</sup> remains unchanged.

## **SECTION 6. CHANGES TO JOB DESCRIPTIONS AND PAY GRADES**

In the event the City revises job descriptions based on changing duties, required skills, abilities, regulations, or other added criteria for a job position, the City reserves the right to increase the pay grade attached to the job position. The City also reserves the right to create additional pay grades that are representative to the correct wage for a position, provided that the wage of any current employee affected by the decision does not decrease. The new pay grade shall follow the same step increases provided in the prior pay grade for that position.

## **S. ARTICLE XIX**

### **SECTION 1 - NO STRIKE**

- a. The Union agrees that while this contract is in effect there shall be no strikes except in circumstances where the Vermont Labor Relations Board (VLRB) has determined that the City has committed an Unfair Labor Practice and the City fails to implement corrective action ordered by the VLRB. The City in turn agrees that there shall be no lockout of its employees.

## **T. ARTICLE XX**

### **SECTION 1 - NONDISCRIMINATION**

- a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, race, color, national origin, sexual orientation, gender identity, ancestry, place of birth, crime victim status, physical or mental condition, political affiliation or membership or non-membership in the Union.
- b. All references to employees in this Agreement designate both sexes and if the male or female gender is used, it shall be construed to include male and female employees.

## **U. ARTICLE XXI**

### **SECTION 1 - LEAVES OF ABSENCE WITH PAY**

- a. Employees covered by this Agreement who, by reason of membership in the United States Military, Naval or Air Reserve or the Vermont National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the State military force or special duty as a part of the Federal military force, shall be granted military training leave with salary differential not to exceed fifteen (15) working days in any one 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.



- b. During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.
- c. 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.
- d. Jury Duty - 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 their regular duties during the actual period of such jury duty and shall receive for such period of jury duty their regular pay or their jury duty pay, whichever is the greater. Anyone who receives their regular pay while on jury duty other than while on vacation, holidays or personal days, shall turn over their jury duty pay to the City.
- e. The appropriate Superintendent will ensure that the employee is given the time necessary to prepare for, travel to, and return from jury duty, as well as times for meals and to prepare to return to work.
- f. 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.

**SECTION 2 - LEAVE WITHOUT PAY**

- a. It is agreed that, upon written application, an employee with permanent status may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, education improvement, or other purpose deemed proper and approved by the City Manager. The employee on unpaid leave does not accrue any vacation, sick, personal or holiday leave and is responsible for the payment of the full costs of any/all health care benefits and insurances.
- b. 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 (VtPFLL). Once all requirements under FMLA and VtPFLL have been met, it is the responsibility of the employee on an unpaid leave to pay the full costs of any/all health care benefits and insurances
- c. Duly elected union officers or delegates to union conferences or conventions shall, upon request, be granted up to five (5) work days per year of leave without pay, not to exceed four (4) employees.

**V. ARTICLE XXII**

**SECTION 1 - COPIES OF AGREEMENT**

- a. The City shall furnish a sufficient number of photocopies of this Agreement to provide one (1)

copy for each member of the bargaining unit. The Union shall reimburse the City the cost of providing the requisite number of photocopies of this Agreement. The City shall furnish a sufficient number of photocopies of this Agreement at its own expense to provide one (1) copy for each new employee hired during the term of this Agreement and four (4) copies for use by the Union Collective Bargaining Committee.

## SECTION 2 - NEGOTIATING PROPOSALS

- a. At the first negotiating session, the parties shall exchange proposals unless otherwise agreed by the Parties in their ground rules.

## W. ARTICLE XXIII

### SECTION 1 - DATES

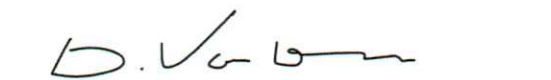
- a. This Agreement shall become effective as of the 1st day of January, 2023 and remain in full force and effect until the 31st day of December, 2025, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sent by registered or certified mail, postage prepaid, postmarked prior to June 30<sup>th</sup> of the year preceding the expiration date, that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin no later than 180 days prior to the anniversary date. This agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is effective. This contract may be modified or changed only by mutual agreement, in writing, by both parties.

Dated at City of Barre, Vermont, this 13<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Jake Hemmerick, Mayor

  
\_\_\_\_\_  
Russell Tucker, Chapter Chairperson

  
\_\_\_\_\_  
Nicolas Storelli, City Manager

  
\_\_\_\_\_  
David Van Deusen, Union Representative

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member




**X. ACKNOWLEDGEMENT OF ARBITRATION**


- a. Local #1369, Council 93, American Federation of State, County and Municipal Employees, AFL-CIO (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 such dispute shall be submitted to an impartial arbitrator.

Dated at City of Barre, Vermont, this 13<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Jake Hemmerick, Mayor

  
\_\_\_\_\_  
Russell Tucker, Chapter Chairperson

  
\_\_\_\_\_  
Nicolas Storrellicastro, City Manager

  
\_\_\_\_\_  
David Van Deusen, Union Representative

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member

  
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Negotiating Committee Member

## **Z. ARTICLE XXIV – APPENDICES**

### **APPENDIX A - CLASSIFICATION FOR STREET DIVISION**

#### **A1. STREET FOREPERSON A**

The Foreperson A supervises the operations of the Streets Division and organizes work plans for the assignment and execution by staff from monthly goals to day to day operations. The Foreperson A directs the integration of staffing across the Streets, Water and Sewer Divisions. The Foreperson A sets priorities for action on street, sidewalk, storm drain structure work and support functions for Sewer and Water Divisions related to work in the streets. The Foreperson A participates in seasonal and monthly planning of objectives with the DPW Director and his/her designee. Assigns Streets Division staff that may be required to assist in response to emergency events that affect the City's utilities. Foreperson assures administration of support functions such fuel, salt and other procurement.

#### **A2. STREET FOREPERSON B**

The Foreperson supervises the day to day operations of the Streets Division and organizes work plans for the assignment and execution by staff. The Foreperson participates and assists in setting priorities for action on street, sidewalk, storm drain structure work and support functions for Sewer and Water Divisions related to work in the streets. Streets Division staff may be required to assist in response to emergency events that affect the City's utilities. The Foreperson B may assure administration of support functions such as fuel, salt and other procurement.

#### **A3. WORK LEADER**

Completes assignments in association with another employee or a small team of employees in a leadership role including safety planning aspects of streets projects such surface repairs, drainage works, corrections to hazards (trees, brush and encroachments) and roadway safety rules. Competency in using all types of equipment, leveling devices, equipment to locate subsurface utilities and working knowledge of trench work and traffic control. May act as a division spokesperson with the public and homeowners

#### **A4. DPW MAINTENANCE TECHNICIAN A**

Develops maintenance schedules for buildings, grounds and equipment and is capable of performing or training others in those duties. Knowledge of control systems including diagnostics, all components and PLC programming at an apprentice level. Master level knowledge of fabrication in all media, mechanical analyses, practical member and weld sizing. In addition, journeyman knowledge (not licensure) in 2 of 4 specialties: carpentry, plumbing, electricity, hydraulic systems, powertrain or braking systems.



**A5. DPW MAINTENANCE TECHNICIAN B**

Performs complex assignments related to facility maintenance or repairs including fabrication in many materials, testing and replacement of process components and fleet service activities at a journeyman level to include brake, powertrain and hydraulic repairs with supervisory guidance. Incumbent self-schedules in coordination with higher level technician or forepersons at facilities. Assists in developing or expanding preventative maintenance schedules. Working knowledge of control theory, diagnostics and some components. Technician B is capable of performing all lower level duties in the series

**A6. DPW MAINTENANCE TECHNICIAN C**

Performs tasks associated with routine facility maintenance, preventative maintenance and carpentry of apprentice level trade skills in a structured work program in addition to completion of lesser complexity fleet maintenance activities. Familiar with fabrication techniques. The Technician C works at well-defined tasks with supervisory feedback on a daily basis or more frequently.

**A7. HEAVY EQUIPMENT OPERATOR A**

The Heavy Equipment Operator A assists the Forepersons of the Streets or Water Division(s) or Forepersons of Sewer Division or their designee with replacement and maintenance of the City's streets and appurtenances, water distribution system and/or collection system for storm water or sanitary sewers. May be assigned to complete major work components with principal control of the pace and scope of equipment-guided operations with some independence.

**A8. HEAVY EQUIPMENT OPERATOR B**

The Heavy Equipment Operator B assists the Forepersons of the Streets Division, Foreperson of Water Division or Forepersons of Sewer Division or their designee with replacement and maintenance of the City's streets and appurtenances, water distribution system and/or collection system for storm water or sanitary sewers. May be assigned to complete major work components with principal control of the pace and scope of equipment-guided operations on occasion.

**A9. LIGHT EQUIPMENT OPERATOR A**

The Light Equipment Operator A assists the Forepersons of the Streets Division, Foreperson of Water Division or Forepersons of Sewer Division or their designee with replacement and maintenance of the City's streets and appurtenances, water distribution system and/or collection system for storm water or sanitary sewers.

**A10. LIGHT EQUIPMENT OPERATOR B**

The Light Equipment Operator B assists the Forepersons of the Streets Division, Forepersons of Water Division or Forepersons of Sewer Division or their designee with replacement and maintenance of the City's streets and appurtenances, water distribution system and/or collection system for storm water or sanitary sewers.

### **A11. PUBLIC WORKS PERSON A**

The Public Person A assists the Forepersons of the Streets Division, Forepersons of Water Division or Forepersons Sewer Division or their designee with replacement and maintenance of the City's streets, water distribution system and/or collection for storm water or sanitary sewer systems.

### **A12. PUBLIC WORKS PERSON B**

The Public Person B assists the Forepersons of the Streets Division, Forepersons of Water Division or Forepersons of Sewer Division or their designee with repair, replacement and maintenance of the City's streets, water distribution system and/or collection devices for storm water or sanitary sewer systems.

### **A13. LABORER**

The Laborer assists the Forepersons, Work leader or their designee with maintenance and repair of the City's streets, water distribution system, collection system for storm and wastewater and public works facilities and City property.

## **APPENDIX B - CLASSIFICATION FOR WATER DISTRIBUTION DIVISION**

**WATER FOREPERSON A** not intended for creation, Water Foreperson B will be eligible for promotion to Foreperson A Streets.

### **B1. WATER FOREPERSON B**

The Foreperson supervises the day to day operations of the Water Division and organizes work plans for the assignment and execution by staff. The Foreperson assures that all proper water works techniques and safety activities are planned and executed in every task. Provides leadership, mentoring and feedback on work quality and employee performance to promote an effective collegial work place. Documents work progress, cost, quality and completion for the City. Evaluates and records employee performance and project completions to continuously improve staff contributions and manage staff response to events. Interacts with the public and property owners as a division spokesperson. This is skilled work performing public infrastructure operations and maintenance associated with the Barre City Water Distribution system and ancillary systems in proximity.

### **B2. WATER WORK LEADER**

Completes assignments in association with another employee or a small team of employees in a leadership role including safety planning aspects of water works, pipe repairs, valve repairs or replacement, installation of water meters or other water related operations. Competency in using remote sensing equipment to locate leaks, water lines, mains, buried valves and working knowledge of trench work, hydraulic systems. Acts as a division spokesperson with the public and homeowners.



**B3. HEAVY EQUIPMENT OPERATOR A**

The Heavy Equipment Operator A assists the Forepersons of the Streets, Water or Sewer Divisions or their designee with replacement and maintenance of the City's streets and appurtenances, water distribution system and/or collection system for storm water or sanitary sewers. May be assigned to complete major work components with principal control of the pace and scope of equipment-guided operations with some independence.

**B4. HEAVY EQUIPMENT OPERATOR B**

The Heavy Equipment Operator B assists the Forepersons of the Streets, Water or Sewer Divisions or their designee with replacement and maintenance of the City's streets and appurtenances, water distribution system and/or collection system for storm water or sanitary sewers. May be assigned to complete major work components with principal control of the pace and scope of equipment-guided operations on occasion.

**B5. WATER WORKS PERSON A**

The Water Works Person A assists the Superintendent of Water and Wastewater or their designee with replacement and maintenance of the Cities water distribution system including piping, valves, fixtures, meters and occasionally with collection systems all with a high degree of independence.

**B6. WATER WORKS PERSON B**

The Water Works Person B assists the Superintendent of Water and Wastewater or their designee with replacement and maintenance of the City's water system including piping, valves, fixtures, meters and ancillary structures and occasionally collections systems with supervision and mentoring.

**B7. PUBLIC WORKS PERSON A**

The Public Person A assists the Forepersons of the Streets, Water or Sewer Divisions or their designee with replacement and maintenance of the City's streets, water distribution system and/or collection for storm water or sanitary sewer systems.

**B8. PUBLIC WORKS PERSON B**

The Public Person B assists the Forepersons of the Streets, Water or Sewer Divisions or their designee with repair, replacement and maintenance of the City's streets, water distribution system and/or collection devices for storm water or sanitary sewer systems.

**B9. LABORER**

The Laborer assists the Foreperson, Work leader or their designee with maintenance and repair of the City's streets, water distribution system, collection system for storm and wastewater and public works facilities and City property.

## APPENDIX C - CLASSIFICATION FOR SEWER DIVISION

SEWER FOREPERSON A not intended for creation, Sewer Foreperson B will be eligible for Streets Foreperson A

### C1. SEWER FOREPERSON B

The Foreperson supervises the day to day operations of the Sewer Division including pump stations and organizes work plans for the assignment and execution by staff. The Foreperson assures that all proper sewer and piping repair techniques and safety activities are planned and executed in every task. Provides leadership, mentoring and feedback on work quality and employee performance to promote an effective collegial work place. Documents work progress, cost, quality and completion for the City. Evaluates and records employee performance and project completions to continuously improve staff contributions and manage staff response to events. This is skilled work performing public infrastructure operations and maintenance associated with the Barre City Sewer Systems for sanitary sewage and surface waters and ancillary systems in proximity.

### C2. SEWER WORK LEADER

Completes assignments in association with another employee or a small team of employees in a leadership role including safety planning aspects of pump station repair, sewer cleaning, pipe repair, manhole repair, techniques for basin cleaning or other piping collection system operations. Competency in using high pressure jetting, vacuum removal of obstructions and open channel hydraulics. Knowledge of electromechanical trouble shooting and basic electricity are used. Acts as a division spokesperson with the public and homeowners.

### C3. SEWER PERSON A

The Sewer Works Person A assists the Foreperson, Work leader or Superintendent of Water and Wastewater or their designee with replacement and maintenance of the City's water and Waste Water system. Operates vacuum truck, hoist, hand tools, power tools and pumps to maintain gravity or open channel flow in piping systems with limited supervision. Operates backhoe in support of repair operations.

### C4. SEWER PERSON B

The Water Works Person B assists the Superintendent of Water and Wastewater or their designee with replacement and maintenance of the Cities water and Waste Water system. Operates vacuum truck, hand tools, power tools and pumps to maintain gravity or open channel flow in piping systems with supervision.

### C5. PUBLIC WORKS PERSON A

The Public Person A assists the Forepersons of the Streets, Water or Sewer Divisions or their designee with replacement and maintenance of the City's streets, water distribution system and/or collection for storm water or sanitary sewer systems.



## **C6. PUBLIC WORKS PERSON B**

The Public Person B assists the Forepersons of the Streets, Water or Sewer Divisions or their designee with repair, replacement and maintenance of the City's streets, water distribution system and/or collection devices for storm water or sanitary sewer systems.

## **C7. LABORER**

The Laborer assists the Foreperson, Work leader or their designee with maintenance and repair of the City's streets, water distribution system, collection system for storm and wastewater and public works facilities and City property.

## **APPENDIX D - CLASSIFICATION FOR WASTEWATER DIVISION**

### **D1. CHIEF OPERATOR**

In responsible charge of all phases of the Treatment Facility including equipment and staff. Receives special assignments directly from the Director of Water & Sewer or in their absence, the Director of Public Works operates with competency in all phases of operations including hydraulics, biological processes, settling, chemical feeds and response, solids handling, disinfection, de-chlorination, electromechanical devices control systems, reporting and administration. Demonstrates leadership for staff.

### **D2. ASSISTANT CHIEF OPERATOR**

In responsible charge of all process control, laboratory procedures, lab equipment, State of Vermont discharge permit records and process control records. Receives assignments from the Chief Operator works with substantial independence at assignments. Has full competency in at least 8 of the 10 following areas: hydraulics, biological processes, settling, chemical feeds and response, solids handling, disinfection, de-chlorination, electromechanical devices control systems, reporting and administration.

### **D3. WASTEWATER OPERATOR A**

The Wastewater Operator A assists the Chief Operator with overall operations of the Wastewater facility with responsible charge of operations and maintenance of the facility. The position under the direction of the Chief Operator and involves responsibility for the safe and efficient operation and maintenance of a Wastewater Treatment Facility. To properly conduct these functions, s/he have awareness of all 10 areas and should be competent in 6 of the 10 following areas: hydraulics, biological processes, settling, chemical feeds and response, solids handling, disinfection, de-chlorination, electromechanical devices control systems, reporting and administration. Supervision may be exercised over treatment plant operators, operator trainees and other personnel assigned to the plants.

### **D4. WASTEWATER OPERATOR B**

The Wastewater Operator A assists the Chief Operator with overall operations of the

Wastewater facility with responsible charge of operations and maintenance of the facility. The position under the direction of the Chief Operator and involves responsibility for the safe and efficient operation and maintenance of a Wastewater Treatment Facility. To properly conduct these functions, s/he have awareness of all 10 areas and should be competent in 4 of the 10 following areas: hydraulics, biological processes, settling, chemical feeds and response, solids handling, disinfection, de-chlorination, electromechanical devices control systems, reporting and administration. Supervision may be exercised over treatment plant operators, operator trainees and other personnel assigned to the plants.

#### **D5. WASTEWATER OPERATOR TRAINEE**

Performs facility maintenance task and operations as directed. Exercises awareness while performing work duties in 7 of 10 of the following areas: hydraulics, biological processes, settling, chemical feeds and response, solids handling, disinfection, de-chlorination, electromechanical devices control systems, reporting and administration. Demonstrates increasing awareness and develops working knowledge in order to become operator-eligible over time.

#### **D6. LABORER**

The Laborer assists the Foreperson, Work leader or their designee with maintenance and repair of the City's streets, water distribution system, collection system for storm and wastewater and public works facilities and City property.

### **APPENDIX E - CLASSIFICATION FOR WATER SUPPLY DIVISION**

#### **E1. WATER SUPPLY CHIEF OPERATOR**

Operates and actively supervises the Water Treatment Plant staff and equipment including some pump stations, storage tanks and source control vault, provides stewardship for the water supply and raw water intake elements of the system. Full competency in water treatment processes, treatment equipment troubleshooting, control strategies, reporting systems including SCADA, VT ANR online and paper-based reporting to provide full compliance. Exercises responsible charge for the facility and staff performing water treatment operations. Works with principal independence at the direction of the Water-Sewer Divisions Superintendent or Public Works Director.

#### **E2. WATER SUPPLY ASSISTANT CHIEF OPERATOR**

Operates the Water Treatment Facility in the absence of the Chief Operator, assists or performs most day-day operations in collaboration with the Chief Operator. Has competency in SCADA and 4 out of 6 of the following areas and working knowledge in all 6 of following areas: treatment operations and chemicals; electromechanical systems troubleshooting (motors, valves, relays, metered pumps); recordkeeping and state compliance requirements; controls and telemetry; and facility maintenance. Work is completed with substantial independence.



### **E3. WATER SUPPLY OPERATOR A**

Operates the Water Treatment plant equipment and practices stewardship over the water supply and tributary land areas owned by the City. Knowledgeable in at least 4 of the following 6 areas: treatment operations and chemicals; electromechanical systems troubleshooting (motors, valves, relays, metered pumps); recordkeeping and state compliance requirements; controls and telemetry; disinfection and corrosion; and facility maintenance. Work is completed with some independence.

### **E4. WATER SUPPLY OPERATOR B**

Assists with operations at the Water Treatment plant equipment and practices stewardship over the water supply and tributary land areas owned by the City. Knowledgeable in at least 2 of the following 6 areas: treatment operations and chemicals; electromechanical systems troubleshooting (motors, valves, relays, metered pumps); recordkeeping and state compliance requirements; controls and telemetry; disinfection and corrosion; and facility maintenance. Work is completed with some independence.

### **E5. WATER SUPPLY OPERATOR TRAINEE**

Performs facility maintenance task and operations as directed. Exercises awareness in work duties in 2 of 5 of the following areas: treatment operations and chemicals; electromechanical systems troubleshooting (motors, valves, relays, metered pumps); recordkeeping and state compliance requirements; controls and telemetry and facility maintenance. Demonstrates increasing awareness and develops working knowledge in order to become operator-eligible over time. Work is completed with significant supervisory support.

### **E6. LABORER**

The Laborer assists the Foreperson, Work leader or their designee with maintenance and repair of the City's streets, water distribution system, collection system for storm and wastewater and public works facilities and City property.

## **APPENDIX F - CLASSIFICATION FOR CEMETERY DIVISION**

### **F1. FOREPERSON**

The Foreperson supervises the operations of the Cemetery Division and organizes work plans for the assignment and execution by staff from monthly goals to day-to-day operations. Has working knowledge pertaining to all cemetery regulations regarding burials, all sections and lot locations and is capable of operating all Cemetery equipment including a dump truck and tractor/backhoe. Is qualified to perform minor maintenance and repairs of equipment, as facilities permit. The Foreperson assists the Cemetery Director in ensuring that all Cemetery records are kept up to date to include new lot sales and burials. The Foreperson has input regarding the equipment needs of the Department, working with the Cemetery Director. Takes orders from, and reports directly to, the Cemetery Director, or in the Directors absence, his or her designee.

**F2. WORK LEADER**

The Work leader has general supervision of Cemetery Department employees. Takes orders from the Cemetery Director or, in the Director's absence, his or her designee. The Work Leader is qualified in all cemetery work including a full working knowledge of all cemetery sections and lot locations. The Work leader is able to perform all burial procedures and can operate all cemetery equipment including a dump truck and tractor/backhoe. Is qualified to perform minor maintenance and repairs of equipment, as facilities permit.

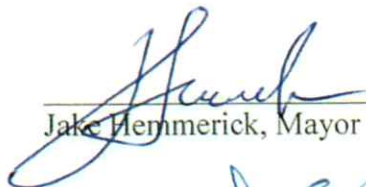
**F3. CEMETERY PERSON A1**

Person who is qualified to perform all types of Cemetery work. Has a working knowledge of all cemetery sections and lot locations. Able to perform most burial procedures. Operates cemetery light equipment.

**F4. CEMETERY PERSON B**


Person who is qualified to perform some types of Cemetery work and can operate cemetery light equipment. Has some knowledge of cemetery sections and lot locations and procedures.

Dated at City of Barre, Vermont, this 13<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Jake Hemmerick, Mayor

  
\_\_\_\_\_  
Russell Tucker, Chapter Chairperson

  
\_\_\_\_\_  
Nicolas Storellicastro, City Manager

  
\_\_\_\_\_  
David Van Deusen, Union Representative

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member



APPENDIX G – WAGES AND SCHEDULES G-1, G-2 AND G-3

City of Barre DPW Positions and Wages- Jan 1, 2023

Position	Pay Grade	Hourly Wage Minimum	Hourly Wage Maximum
Water Supply Chief Operator	15	\$34.44	\$37.32
Wastewater Chief Operator	14	\$31.01	\$33.49
Foreperson A	14	\$31.01	\$33.49
WS Assistant Chief Operator	13	\$29.52	\$32.00
WW Assistant Chief Operator	13	\$29.52	\$32.00
Foreperson B	13	\$29.52	\$32.00
DPW Mechanic A	13	\$29.52	\$32.00
Water Supply Operator A	12	\$28.80	\$31.28
Wastewater Operator A	12	\$28.80	\$31.28
Work Leader	11	\$27.62	\$30.10
Water Supply Operator B	10	\$26.37	\$28.85
Wastewater Operator B	10	\$26.37	\$28.85
Water Works Person A	10	\$26.37	\$28.85
Sewer Person A	10	\$26.37	\$28.85
Heavy Equipment Operator A	10	\$26.37	\$28.85
Vacant	9	\$26.09	\$28.57
Heavy Equipment Operator B	8	\$25.57	\$28.05
Water Works Person B	7	\$25.32	\$27.80
Sewer Person B	7	\$25.32	\$27.80
Light Equipment Operator A	7	\$25.32	\$27.80
DPW Mechanic B	7	\$25.32	\$27.80
Cemetery Person A	7	\$25.32	\$27.80
Light Equipment Operator B	6	\$24.79	\$27.27
Water Supply Operator Trainee	5	\$23.98	\$26.46
Wastewater Operator Trainee	5	\$23.98	\$26.46
Public Works Person A	5	\$23.98	\$26.46
Public Works Person B	4	\$23.10	\$25.58
DPW Mechanic C	4	\$23.10	\$25.58
Cemetery Person B	4	\$23.10	\$25.58
Laborer - Vacant	3	\$21.87	\$24.35
Laborer - Vacant	2	\$20.52	\$23.00
Laborer - Vacant	1	\$19.14	\$21.62

Wage Schedule G-1

January 1, 2023 - December 31, 2023

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Paygrade	19.14	20.52	21.87	23.10	23.98	24.79	25.32	25.57	26.09	26.37	27.62	28.80	29.52	31.01	34.44
increase Step 1	19.26	20.64	21.99	23.22	24.10	24.91	25.44	25.69	26.21	26.49	27.74	28.92	29.64	31.13	34.56
0.12 Step 2	19.38	20.76	22.11	23.34	24.22	25.03	25.56	25.81	26.33	26.61	27.86	29.04	29.76	31.25	34.68
0.12 Step 3	19.50	20.88	22.23	23.46	24.34	25.15	25.68	25.93	26.45	26.73	27.98	29.16	29.88	31.37	34.80
0.12 Step 4	19.62	21.00	22.35	23.58	24.46	25.27	25.80	26.05	26.57	26.85	28.10	29.28	30.00	31.49	34.92
0.12 Step 5	19.72	21.10	22.45	23.68	24.56	25.37	25.90	26.15	26.67	26.95	28.20	29.38	30.10	31.59	35.04
0.1 Step 6	19.82	21.20	22.55	23.78	24.66	25.47	26.00	26.25	26.77	27.05	28.30	29.48	30.20	31.69	35.16
0.1 Step 7	19.92	21.30	22.65	23.88	24.76	25.57	26.10	26.35	26.87	27.15	28.40	29.58	30.30	31.79	35.28
0.1 Step 8	20.02	21.40	22.75	23.98	24.86	25.67	26.20	26.45	26.97	27.25	28.50	29.68	30.40	31.89	35.40
0.1 Step 9	20.12	21.50	22.85	24.08	24.96	25.77	26.30	26.55	27.07	27.35	28.60	29.78	30.50	31.99	35.52
0.1 Step 10	20.22	21.60	22.95	24.18	25.06	25.87	26.40	26.65	27.17	27.45	28.70	29.88	30.60	32.09	35.64
0.1 Step 11	20.32	21.70	23.05	24.28	25.16	25.97	26.50	26.75	27.27	27.55	28.80	29.98	30.70	32.19	35.76
0.1 Step 12	20.42	21.80	23.15	24.38	25.26	26.07	26.60	26.85	27.37	27.65	28.90	30.08	30.80	32.29	35.88
0.1 Step 13	20.52	21.90	23.25	24.48	25.36	26.17	26.70	26.95	27.47	27.75	29.00	30.18	30.90	32.39	36.00
0.1 Step 14	20.62	22.00	23.35	24.58	25.46	26.27	26.80	27.05	27.57	27.85	29.10	30.28	31.00	32.49	36.12
0.1 Step 15	20.72	22.10	23.45	24.68	25.56	26.37	26.90	27.15	27.67	27.95	29.20	30.38	31.10	32.59	36.24
0.1 Step 16	20.82	22.20	23.55	24.78	25.66	26.47	27.00	27.25	27.77	28.05	29.30	30.48	31.20	32.69	36.36
0.1 Step 17	20.92	22.30	23.65	24.88	25.76	26.57	27.10	27.35	27.87	28.15	29.40	30.58	31.30	32.79	36.48
0.1 Step 18	21.02	22.40	23.75	24.98	25.86	26.67	27.20	27.45	27.97	28.25	29.50	30.68	31.40	32.89	36.60
0.1 Step 19	21.12	22.50	23.85	25.08	25.96	26.77	27.30	27.55	28.07	28.35	29.60	30.78	31.50	32.99	36.72
0.1 Step 20	21.22	22.60	23.95	25.18	26.06	26.87	27.40	27.65	28.17	28.45	29.70	30.88	31.60	33.09	36.84
0.1 Step 21	21.32	22.70	24.05	25.28	26.16	26.97	27.50	27.75	28.27	28.55	29.80	30.98	31.70	33.19	36.96
0.1 Step 22	21.42	22.80	24.15	25.38	26.26	27.07	27.60	27.85	28.37	28.65	29.90	31.08	31.80	33.29	37.08
0.1 Step 23	21.52	22.90	24.25	25.48	26.36	27.17	27.70	27.95	28.47	28.75	30.00	31.18	31.90	33.39	37.20
0.1 Step 24	21.62	23.00	24.35	25.58	26.46	27.27	27.80	28.05	28.57	28.85	30.10	31.28	32.00	33.49	37.32
0.1 Step 25															





## City of Barre DPW Positions and Wages- Jan 1, 2024

Position	Pay Grade	Hourly Wage Minimum	Hourly Wage Maximum
Water Supply Chief Operator	15	\$36.16	\$39.04
Wastewater Chief Operator	14	\$32.56	\$35.04
Foreperson A	14	\$32.56	\$35.04
WS Assistant Chief Operator	13	\$30.99	\$33.47
WW Assistant Chief Operator	13	\$30.99	\$33.47
Foreperson B	13	\$30.99	\$33.47
DPW Mechanic A	13	\$30.99	\$33.47
Water Supply Operator A	12	\$30.24	\$32.72
Wastewater Operator A	12	\$30.24	\$32.72
Work Leader	11	\$29.00	\$31.48
Water Supply Operator B	10	\$27.68	\$30.16
Wastewater Operator B	10	\$27.68	\$30.16
Water Works Person A	10	\$27.68	\$30.16
Sewer Person A	10	\$27.68	\$30.16
Heavy Equipment Operator A	10	\$27.68	\$30.16
Vacant	9	\$27.40	\$29.88
Heavy Equipment Operator B	8	\$26.85	\$29.33
Water Works Person B	7	\$26.58	\$29.06
Sewer Person B	7	\$26.58	\$29.06
Light Equipment Operator A	7	\$26.58	\$29.06
DPW Mechanic B	7	\$26.58	\$29.06
Cemetery Person A	7	\$26.58	\$29.06
Light Equipment Operator B	6	\$26.03	\$28.51
Water Supply Operator Trainee	5	\$25.18	\$27.66
Wastewater Operator Trainee	5	\$25.18	\$27.66
Public Works Person A	5	\$25.18	\$27.66
Public Works Person B	4	\$24.26	\$26.74
DPW Mechanic C	4	\$24.26	\$26.74
Cemetery Person B	4	\$24.26	\$26.74
Laborer - Vacant	3	\$22.97	\$25.45
Laborer - Vacant	2	\$21.54	\$24.02
Laborer - Vacant	1	\$20.10	\$22.58

Wage Schedule G-2

January 1, 2024 - December 31, 2024

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Paygrade	20.10	21.54	22.97	24.26	25.18	26.03	26.58	26.85	27.40	27.68	29.00	30.24	30.99	32.56	36.16
increase Step 1	20.22	21.66	23.09	24.38	25.30	26.15	26.70	26.97	27.52	27.80	29.12	30.36	31.11	32.68	36.28
0.12 Step 2	20.34	21.78	23.21	24.50	25.42	26.27	26.82	27.09	27.64	27.92	29.24	30.48	31.23	32.80	36.40
0.12 Step 3	20.46	21.90	23.33	24.62	25.54	26.39	26.94	27.21	27.76	28.04	29.36	30.60	31.35	32.92	36.52
0.12 Step 4	20.58	22.02	23.45	24.74	25.66	26.51	27.06	27.33	27.88	28.16	29.48	30.72	31.47	33.04	36.64
0.12 Step 5	20.68	22.12	23.55	24.84	25.76	26.61	27.16	27.43	27.98	28.26	29.58	30.82	31.57	33.14	36.76
0.1 Step 6	20.78	22.22	23.65	24.94	25.86	26.71	27.26	27.53	28.08	28.36	29.68	30.92	31.67	33.24	36.88
0.1 Step 7	20.88	22.32	23.75	25.04	25.96	26.81	27.36	27.63	28.18	28.46	29.78	31.02	31.77	33.34	37.00
0.1 Step 8	20.98	22.42	23.85	25.14	26.06	26.91	27.46	27.73	28.28	28.56	29.88	31.12	31.87	33.44	37.12
0.1 Step 9	21.08	22.52	23.95	25.24	26.16	27.01	27.56	27.83	28.38	28.66	29.98	31.22	31.97	33.54	37.24
0.1 Step 10	21.18	22.62	24.05	25.34	26.26	27.11	27.66	27.93	28.48	28.76	30.08	31.32	32.07	33.64	37.36
0.1 Step 11	21.28	22.72	24.15	25.44	26.36	27.21	27.76	28.03	28.58	28.86	30.18	31.42	32.17	33.74	37.48
0.1 Step 12	21.38	22.82	24.25	25.54	26.46	27.31	27.86	28.13	28.68	28.96	30.28	31.52	32.27	33.84	37.60
0.1 Step 13	21.48	22.92	24.35	25.64	26.56	27.41	27.96	28.23	28.78	29.06	30.38	31.62	32.37	33.94	37.72
0.1 Step 14	21.58	23.02	24.45	25.74	26.66	27.51	28.06	28.33	28.88	29.16	30.48	31.72	32.47	34.04	37.84
0.1 Step 15	21.68	23.12	24.55	25.84	26.76	27.61	28.16	28.43	28.98	29.26	30.58	31.82	32.57	34.14	37.96
0.1 Step 16	21.78	23.22	24.65	25.94	26.86	27.71	28.26	28.53	29.08	29.36	30.68	31.92	32.67	34.24	38.08
0.1 Step 17	21.88	23.32	24.75	26.04	26.96	27.81	28.36	28.63	29.18	29.46	30.78	32.02	32.77	34.34	38.20
0.1 Step 18	21.98	23.42	24.85	26.14	27.06	27.91	28.46	28.73	29.28	29.56	30.88	32.12	32.87	34.44	38.32
0.1 Step 19	22.08	23.52	24.95	26.24	27.16	28.01	28.56	28.83	29.38	29.66	30.98	32.22	32.97	34.54	38.44
0.1 Step 20	22.18	23.62	25.05	26.34	27.26	28.11	28.66	28.93	29.48	29.76	31.08	32.32	33.07	34.64	38.56
0.1 Step 21	22.28	23.72	25.15	26.44	27.36	28.21	28.76	29.03	29.58	29.86	31.18	32.42	33.17	34.74	38.68
0.1 Step 22	22.38	23.82	25.25	26.54	27.46	28.31	28.86	29.13	29.68	29.96	31.28	32.52	33.27	34.84	38.80
0.1 Step 23	22.48	23.92	25.35	26.64	27.56	28.41	28.96	29.23	29.78	30.06	31.38	32.62	33.37	34.94	38.92
0.1 Step 24	22.58	24.02	25.45	26.74	27.66	28.51	29.06	29.33	29.88	30.16	31.48	32.72	33.47	35.04	39.04

City of Barre AFSCME **RT**



## City of Barre DPW Positions and Wages- Jan 1, 2025

Position	Pay Grade	Hourly Wage Minimum	Hourly Wage Maximum
Water Supply Chief Operator	15	\$37.97	\$40.85
Wastewater Chief Operator	14	\$34.18	\$36.66
Foreperson A	14	\$34.18	\$36.66
WS Assistant Chief Operator	13	\$32.54	\$35.02
WW Assistant Chief Operator	13	\$32.54	\$35.02
Foreperson B	13	\$32.54	\$35.02
DPW Mechanic A	13	\$32.54	\$35.02
Water Supply Operator A	12	\$31.75	\$34.23
Wastewater Operator A	12	\$31.75	\$34.23
Work Leader	11	\$30.45	\$32.93
Water Supply Operator B	10	\$29.07	\$31.55
Wastewater Operator B	10	\$29.07	\$31.55
Water Works Person A	10	\$29.07	\$31.55
Sewer Person A	10	\$29.07	\$31.55
Heavy Equipment Operator A	10	\$29.07	\$31.55
Vacant	9	\$28.77	\$31.25
Heavy Equipment Operator B	8	\$28.19	\$30.67
Water Works Person B	7	\$27.91	\$30.39
Sewer Person B	7	\$27.91	\$30.39
Light Equipment Operator A	7	\$27.91	\$30.39
DPW Mechanic B	7	\$27.91	\$30.39
Cemetery Person A	7	\$27.91	\$30.39
Light Equipment Operator B	6	\$27.33	\$29.81
Water Supply Operator Trainee	5	\$26.44	\$28.92
Wastewater Operator Trainee	5	\$26.44	\$28.92
Public Works Person A	5	\$26.44	\$28.92
Public Works Person B	4	\$25.47	\$27.95
DPW Mechanic C	4	\$25.47	\$27.95
Cemetery Person B	4	\$25.47	\$27.95
Laborer - Vacant	3	\$24.11	\$26.59
Laborer - Vacant	2	\$22.62	\$25.10
Laborer - Vacant	1	\$21.10	\$23.58

Wage Schedule G-3

January 1, 2025 - December 31, 2025

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Paygrade															
increase Step 1	21.10	22.62	24.11	25.47	26.44	27.33	27.91	28.19	28.77	29.07	30.45	31.75	32.54	34.18	37.97
0.12 Step 2	21.22	22.74	24.23	25.59	26.56	27.45	28.03	28.31	28.89	29.19	30.57	31.87	32.66	34.30	38.09
0.12 Step 3	21.34	22.86	24.35	25.71	26.68	27.57	28.15	28.43	29.01	29.31	30.69	31.99	32.78	34.42	38.21
0.12 Step 4	21.46	22.98	24.47	25.83	26.80	27.69	28.27	28.55	29.13	29.43	30.81	32.11	32.90	34.54	38.33
0.12 Step 5	21.58	23.10	24.59	25.95	26.92	27.81	28.39	28.67	29.25	29.55	30.93	32.23	33.02	34.66	38.45
0.1 Step 6	21.68	23.20	24.69	26.05	27.02	27.91	28.49	28.77	29.35	29.65	31.03	32.33	33.12	34.76	38.57
0.1 Step 7	21.78	23.30	24.79	26.15	27.12	28.01	28.59	28.87	29.45	29.75	31.13	32.43	33.22	34.86	38.69
0.1 Step 8	21.88	23.40	24.89	26.25	27.22	28.11	28.69	28.97	29.55	29.85	31.23	32.53	33.32	34.96	38.81
0.1 Step 9	21.98	23.50	24.99	26.35	27.32	28.21	28.79	29.07	29.65	29.95	31.33	32.63	33.42	35.06	38.93
0.1 Step 10	22.08	23.60	25.09	26.45	27.42	28.31	28.89	29.17	29.75	30.05	31.43	32.73	33.52	35.16	39.05
0.1 Step 11	22.18	23.70	25.19	26.55	27.52	28.41	28.99	29.27	29.85	30.15	31.53	32.83	33.62	35.26	39.17
0.1 Step 12	22.28	23.80	25.29	26.65	27.62	28.51	29.09	29.37	29.95	30.25	31.63	32.93	33.72	35.36	39.29
0.1 Step 13	22.38	23.90	25.39	26.75	27.72	28.61	29.19	29.47	30.05	30.35	31.73	33.03	33.82	35.46	39.41
0.1 Step 14	22.48	24.00	25.49	26.85	27.82	28.71	29.29	29.57	30.15	30.45	31.83	33.13	33.92	35.56	39.53
0.1 Step 15	22.58	24.10	25.59	26.95	27.92	28.81	29.39	29.67	30.25	30.55	31.93	33.23	34.02	35.66	39.65
0.1 Step 16	22.68	24.20	25.69	27.05	28.02	28.91	29.49	29.77	30.35	30.65	32.03	33.33	34.12	35.76	39.77
0.1 Step 17	22.78	24.30	25.79	27.15	28.12	29.01	29.59	29.87	30.45	30.75	32.13	33.43	34.22	35.86	39.89
0.1 Step 18	22.88	24.40	25.89	27.25	28.22	29.11	29.69	29.97	30.55	30.85	32.23	33.53	34.32	35.96	40.01
0.1 Step 19	22.98	24.50	25.99	27.35	28.32	29.21	29.79	30.07	30.65	30.95	32.33	33.63	34.42	36.06	40.13
0.1 Step 20	23.08	24.60	26.09	27.45	28.42	29.31	29.89	30.17	30.75	31.05	32.43	33.73	34.52	36.16	40.25
0.1 Step 21	23.18	24.70	26.19	27.55	28.52	29.41	29.99	30.27	30.85	31.15	32.53	33.83	34.62	36.26	40.37
0.1 Step 22	23.28	24.80	26.29	27.65	28.62	29.51	30.09	30.37	30.95	31.25	32.63	33.93	34.72	36.36	40.49
0.1 Step 23	23.38	24.90	26.39	27.75	28.72	29.61	30.19	30.47	31.05	31.35	32.73	34.03	34.82	36.46	40.61
0.1 Step 24	23.48	25.00	26.49	27.85	28.82	29.71	30.29	30.57	31.15	31.45	32.83	34.13	34.92	36.56	40.73
0.1 Step 25	23.58	25.10	26.59	27.95	28.92	29.81	30.39	30.67	31.25	31.55	32.93	34.23	35.02	36.66	40.85



## APPENDIX H - DRUG AND ALCOHOL POLICY

The Parties agree that the City of Barre has and shall continue to update and amend its Drug & Alcohol Policy in accordance with its obligations under applicable state and federal laws and regulations. The City shall provide the Union and employees with a copy of the Drug & Alcohol Policy prior to the effective date of any amendment. A copy of the City Drug and Alcohol Policy shall also be posted and available through the Employee Portal.